

Regular Town Council Meeting

May 5, 2025

6:00 PM

Town Council Chambers

Chair: Arne Jorgensen

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/83937550482?pwd=9YEwbwokVzkg4qJCjc6ylsD3O8vW.1>

Or join at zoom.com with Webinar ID: **839 3755 0482** and Password: **83001** or by phone: **+1 253 205 0468**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. National Tennis Month
 - 2. National Public Works Week
 - 3. National Police Week

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes
 - 1. April 21, 2025 Regular Town Council Workshop
 - 2. April 21, 2025 Regular Town Council Meeting
- B. Disbursements
- C. Contract Award for Bear Resistant Trash Cans (Tanya Anderson)
- D. Agreement for Records Processing Software (Lea Colasuonno)
- E. Termination Option Agreement for Sagebrush Apartments (Lea Colasuonno)

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

- F. Teton County Landfill/Transfer Station Request for Town Sewer Services and Connection and Use Agreement (E25-0028) (Brian Lenz)
- G. ARPA LG-1414 Grant Distribution Request #2 for Flat Creek Apartments (Kristi Malone)

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

- A. Internal Services
 - 1. Special Malt Beverage Permits (Lynsey Lenamond)
- B. Planning & Building
 - 1. Condominium Plat of Lot 100, Glenwood Adjustment Addition (P25-013) (Andrew Bowen)
 - 2. Replat between Lots 5 and 6, Block 6, of The Glenwood Condominium Addition (P25-005) (Andrew Bowen)
 - 3. Sketch Plan for a +/-190,000 sf (habitable) Mixed-Use Hotel and Condominium Development along North Cache (P24-170) (Tyler Valentine)
 - 4. Scoping Report to Discuss Long Range Planning Amendments to the Town Land Development Regulations (PM25-001) (Paul Anthony)

VI. RESOLUTIONS

- A. Resolution 25-08: FY25 Budget Amendment #3 (Kelly Thompson & Tyler Sinclair)
- B. Resolution 25-09: A Resolution Authorizing the Jackson-Teton County Animal Shelter to Submit an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2025 (Lynsey Lenamond)
- C. Resolution 25-10: A Resolution Authorizing Jackson-Teton County Victim Services to Submit an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2025 (Lynsey Lenamond)

VII. ORDINANCES

- A. Ordinance T: An Ordinance Regarding Fee Schedules Set by Resolution (Second Reading)
- B. Ordinance V: CenturyLink Franchise Extension (Lea Colasuonno, First Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports
- B. Public Art Task Force Appointment/Reappointments (Lynsey Lenamond)

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

Pledge of Allegiance

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

Land Acknowledgement

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

NATIONAL TENNIS MONTH
Recognizing May 2025 as National Tennis Month

WHEREAS, on May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, the USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

WHEREAS, the USTA is the largest tennis organization in the world, with over 550,000 members from every corner of the country; and

WHEREAS, the USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA National Junior Tennis & Learning Programs and Adaptive Tennis grants; and

WHEREAS, the latest research by the Physical Activity Council shows that more than 25.7 million Americans played tennis in 2024, an unprecedented 46% increase in participation over 2019 and the highest number of players since the PAC study began in 2007; and

WHEREAS, the Teton County Community Tennis Association was founded in 2021 with a mission to promote, develop and ensure the sport of tennis is available and accessible to all in the Jackson community; and

WHEREAS, by increasing the accessibility of tennis for citizens of Jackson of all ages and ability, the USTA and the Teton County Community Tennis Association have contributed to making our community happier and healthier; and

WHEREAS, the USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities.

NOW, THEREFORE, BE IT RESOLVED that I, Arne Jorgensen, Mayor of the Town of Jackson, proclaim May as National Tennis Month and hereby urge the citizens of Jackson to become aware of and involved in Tennis Month activities this May of 2025 and pursue further tennis opportunities throughout the year.

DATED THIS 5th DAY OF May 2025.

Town of Jackson

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk



SUPPORTED BY



National Public Works Week Proclamation

May 18-24, 2025

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

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

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

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

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

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, BE IT RESOLVED that, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby designate the week of May 18-24, 2025, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED THIS 5th DAY OF MAY 2025.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

National Police Week

May 11-17, 2025

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

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

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

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

WHEREAS, in 2024, the Jackson Police Department responded to an average of 37 calls for service each day, which included 799 vehicle collisions, 208 medical assists, 309 alarm responses, 4,045 traffic stops, and 143 stops for driving under the influence, among other calls.

NOW THEREFORE, BE IT RESOLVED that I, Arne Jorgensen, Mayor of the Town of Jackson, call upon all citizens to observe the week of May 11th thru May 17th, as Police Week by commemorating and thanking our police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

DATED THIS 5th DAY OF MAY 2025.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk



TOWN COUNCIL PROCEEDINGS – **UNAPPROVED**

APRIL 21, 2025

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Kevin Regan, and Alyson Sperry. Devon Viehman was absent.

STAFF: Tyler Sinclair, Kelly Thompson, Zolo, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Tony Matthews, Tanya Anderson, Bruce Abel, Paul Anthony, Susan Scarlata, Michelle Weber, Charlotte Frei, Brian Lenz, Tyler Valentine and Lynsey Lenamond.

FY26 Budget Overview. Tyler Sinclair, Kelly Thompson, Paul Anthony, Michelle Weber, Johnny Ziem, Zolo, Lea Colasuonno, Bruce Abel, and Roxanne Robinson made staff comment. Council held discussion with staff. There was no public comment.

Council recessed at 3:54pm and reconvened at 4:01pm.

WAM/Legislative Update. This item was moved to the regular Town Council meeting on April 21, 2025.

US 89 Lessons Learned Task Force. Charlotte Frei made staff comment. Council held discussion with staff. There was no public comment. No motions were made.

FY26 Budget Overview Continued. Council continued discussion with staff. No motions were made.

Matters from Mayor and Council. None.

Council Priorities and Work Plan. None.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 5:01 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Lynsey Lenamond, Deputy Town Clerk

Minutes: II. Publish JH News & Guide: April 30, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 21, 2025

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 Arne Jorgensen, Jonathan Schechter, Kevin Regan, and Alyson Sperry. Devon Viehman was absent.

STAFF: Tyler Sinclair, Brian Lenz, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Kelly Thompson, Paul Anthony, Michelle Weber, Tanya Anderson, Susan Scarlata, Ryan Hostetter, Paul Anthony, Tyler Valentine and Lynsey Lenamond.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen proclaimed Spring Clean Up to be May 5-10, 2025 and read a proclamation of Gratitude to State Legislators.

Public Comment. Jeremy Aughenbaugh spoke on behalf of the Good Samaritan Mission.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Keven Regan to approve the consent calendar including items A-D as presented with the following motions:

A. **Meeting Minutes.** To approve meeting minutes from the March 7, 2025 Regular Town Council Workshop and March 7, 2025 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 954 CONSULTANTS \$3,839.82; A & I DISTRIBUTORS \$416.31; ACE EQUIPMENT & SUPPLY \$5,239.28; ACE HARDWARE \$4,490.34; AFLAC \$1,647.35; ALDER ENVIRONMENTAL LLC \$2,947.52; ALPHAGRAPHICS \$1,025.83; AMAZON \$1,512.55; AMSOIL INC #774148 \$365.84; ARCHITECTURAL BUILDING SUPPLY \$1,255.38; AT&T \$1,628.15; AXON ENTERPRISES, INC \$12,480.00; BIG R RANCH & HOME \$50.00; BISON LUMBER \$36.00; BLUE SPRUCE CLEANERS, INC \$208.00; BOLAND, ANITA \$2,263.80; BRIGGS, ERIC L \$1,538.75; BURKHOLDER, SHAWN \$2,039.63; CASELLE INC. \$1,973.00; CERTIFIED LABORATORIES \$391.45; CHARGEPOINT, INC \$24,873.50; CHARLIE'S PLUMBING OF JH \$1,925.00; CITY OF DRIGGS \$1,792.15; CLIMB WYOMING \$1,531.25; COLASUONNO, LEA \$1,692.89; COMMUNITY SAFETY NETWORK \$23,333.33; CONRAD & BISCHOFF INC. \$55,456.12; CONWAY, LARS \$2,500.00; COPYWORKS, LLC \$31.90; CUSTOM ELECTRONIC CONSULTANTS INC \$11,501.28; DEAN'S PEST CONTROL LLC \$270.00; DEX IMAGING \$452.32; DIVISION OF CHILD SUPPORT ENFORCEMENT \$511.23; E.R. OFFICE EXPRESS \$136.83; ELAN ONE CARD \$27,230.10; ENERGY 1 \$1,948.51; ENERGY LABORATORIES INC. \$414.00; ENTENMANN-ROVIN CO \$1,185.50; ETNA TRADE PARK LLC \$4,062.00; FALL RIVER PROPANE \$1,440.73; FERGUSON ENTERPRISES, INC \$1,264.03; FIREHOSE SUPPLY \$1,345.44; FREEDOM MAILING SERVICE INC. \$3,675.72; FREMONT MOTOR CO. \$124,520.00; FRONTIER FENCE INC \$10,000.00; GARRETT, ROBERT \$155.00; GEMPLERS INC. \$266.13; GILLIG LLC \$1,561.58; GOOD BOY CLEANING \$1,365.50; GRIFFITH PARTNERSHIP LLC \$3,350.00; HANSEN EARTH WORKS LLC \$3,790.80; HD FOWLER COMPANY \$7,907.71; HIGH COUNTRY LINEN \$4,465.91; HUB INTERNATIONAL \$3,366.00; INTERSTATE BATTERY \$952.70; IVY OUTDOOR SERVICES LLC \$9,446.50; JACKSON CURBSIDE INC. \$2,641.00; JACKSON DOWNTOWNER, LLC \$140,576.07; JACKSON GROUP LOCKBOX \$3,321.09; JACKSON HOLE AIRPORT \$30,000.00; JACKSON HOLE CHILDRENS MUSEUM \$10,000.00; JACKSON HOLE HISTORICAL SOCIETY \$9,625.00; JACKSON HOLE NEWS & GUIDE \$2,048.00; JORGENSEN ASSOCIATES, PC \$28,791.03; KEENAN, PETER \$2,357.50; KIRWAN, DERMOT \$155.00; KJ'S SERVICES INVESTMENTS LLC \$2,835.00; LEADERSHIP JACKSON HOLE \$2,500.00; LOEBE, MARC \$155.00; LOWER VALLEY ENERGY INC \$44,735.99; MADE IN IRON LLC \$2,670.21; MENTAL HEALTH & RECOVERY SERVICES \$45,250.00; METROQUIP INC \$2,464.76; MID-AMERICA RESEARCH CHEMICAL \$379.50; MSC INDUSTRIAL SUPPLY CO \$263.23; NAPA AUTO PARTS INC. \$958.60; NELSON ENGINEERING \$725.00; ONE CALL OF WYOMING \$114.45; PERFORM PRINTING LLC \$84.25; PLATT \$28.05; POINT S REXBURG \$940.00; PREMIER TRUCK- SALT LAKE CITY \$10,572.35; PREMIER VEHICLE INSTALLATION, INC \$44,174.19; QUADIENT FINANCE USA, INC \$2,000.00; R & A SAFETY LLC \$502.50; RAFTER J IMPROV/SERV DIST \$146.43; RAMANATHAN, BRINDA \$2,500.00; ROCKY MOUNTAIN FBINAA \$500.00; RON'S TOWING LLC \$700.00; RUSCHILL, RUSSELL \$203.50; RUSH INTERNATIONAL TRUCK CENTER \$610.36; SAFETY SUPPLY & SIGN CO., INC. \$4,686.09; SC MACHINE LLC \$11,000.00; SCHWARTZ, ANDY \$4,583.33; SIGN IT NOW INC \$1,096.91; SILVERSTAR \$3,597.03; SMITH PSYCHOLOGICAL SERVICES \$400.00; SOSA'S JANITORIAL SERVICE

\$9,000.00; SPACE EXPLORATION TECHNOLOGIES CORP \$165.00; SPRING CREEK ANIMAL HOSPITAL \$553.45; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD PLUMBING SUPPLY CO. \$40.28; STAR VALLEY DISPOSAL \$117.00; STEPHENS, SHAWN \$3,106.62; STEPHENS, TALON \$400.00; STONE, KIRK \$3,087.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY CLERK \$813,682.16; TETON COUNTY HISTORIC \$13,425.00; TETON COUNTY-FUND 10 \$72,289.58; TETON COUNTY-FUND 13 \$26,450.00; TETON LITERACY CENTER \$8,933.34; TETON MOTORS INC \$8,023.53; TETON TRASH REMOVAL, INC. \$114.00; TETON TRUST FOR HISTORIC PLACES \$7,250.00; THE AFTERMARKET PARTS COMPANY, LLC \$1,087.17; THE CHILDREN'S LEARNING CENTER \$37,822.75; THOMSON WEST \$1,209.20; THYSSEN KRUPP ELEVATOR CORP. \$50,670.12; T-MOBILE \$31.15; TMSC LLC \$23,474.71; TOP TIER TOOLS LLC \$11.15; TRANSPORTATION MANAGEMENT & DESIGN INC \$28,767.28; UHL, ANTHONY \$155.00; UPPER CASE PRINTING INK \$3,611.66; US HOMES LLC \$1,800.00; VERTIV CORPORATION \$99,428.44; VISA \$2,056.80; VOICES JACKSON HOLE \$11,250.00; WBC PROPERTIES \$2,150.00; WEBER WATER & WELL \$675.00; WEST FORK CONSTRUCTION \$32,745.50; WESTERN CHARTERS AND TOURS, LLC \$78,740.00; WESTERN STATE \$3,663.93; WHITE GLOVE CLEANING, INC. \$4,665.38; WILSON, JOHN \$2,200.00; WSP USA INC. \$7,253.75; WY WORKERS' SAFETY & COMP \$25,880.44; WYO CONFERENCE OF MUNI COURTS \$75.00; WYOMING FIRST AID & SAFETY \$299.64; WYOMING IMMIGRANT ADVOCACY \$3,750.00; WYOMING LAW ENFORCEMENT \$115.00; WYOMING RETIREMENT SYSTEM \$193,519.65; WYOMING.COM INC \$5.00; XYLEM CCI \$448.25; YELLOW IRON WASTE, LLC \$2,289.00; ZEP SALES & SERVICE \$1,187.95

- C. **March Municipal Court Report.** To accept the March Municipal Court Report into record.
- D. **Construction Staging Sublease Agreement for the Gregory Lane Project.** To approve a sublease Agreement for construction staging with Get Funky, LLC DBA Roadhouse Brewing Company for the Gregory Lane Complete Street Project in the amount of \$4,500 per month, subject to minor changes by staff.

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

Demolition Permit DEM25-001 Located at 460 E. Broadway Ave. Paul Anthony made staff comment. Council held discussion with staff. Hal Hutchinson spoke on behalf of the applicant. Michael Stern and David Vandenberg made public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve a stay of 60 days to end on May 11, on the demolition of the existing structures as presented in this staff report and located at 460 E Broadway Avenue. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Sketch Plan for a +/-190,000 sf (habitable) Mixed-Use Hotel and Condominium Development along North Cache (P24-170). Tyler Valentine made staff comment. Brad Wagstaff and Stefan Fodor spoke on behalf of the applicant.

Council recessed at 8:11pm and reconvened at 8:22pm.

Phil Powers, Amy Kushak, Michael Pruett, Kay Modi, Susan Hedden, Georgie Stanley, Aaron Friesen, Tammy Christel, and Margie Lynch made public comment. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to continue Sketch Plan P24-170 to the May 5, 2025 regular Town Council meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

WAM/Legislative Update. Susan Scarlata made staff comment. Andy Schwartz, Legislative Advisor, made comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to approve registration and related travel expenses for Councilmembers planning to attend WAM's Summer Convention from June 11 to 13, 2025 in Cheyenne. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to affirm the four items presented as Interim Priorities to share with WAM's Legislative Leadership Committee, including increasing allowable fees for retail liquor licenses, supporting the ability to maintain and add new options for local revenue generation, establishing statutory authority to utilize workforce housing exactions, and adding county-specific inflation rates to reports created and distributed by the State's Division of Economic Analysis. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Scoping Report on Town Long Range Planning Amendments to the Town Land Development Regulations (PM25-001). A motion was made by Jonathan Schechter and seconded by Kevin Regan to continue item PM25-001 Scoping Report on Town Long Range Planning Amendments to the Town Land Development Regulations to the regular Town Council meeting on May 5, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance T. An Ordinance Amending Section 1.01.120, Fee Schedules Allowed To Be Changed By Resolution Subject To Public Hearing.

AN ORDINANCE AMENDING SECTION 1.01.120, FEE SCHEDULES ALLOWED TO BE CHANGED BY RESOLUTION SUBJECT TO PUBLIC HEARING, , OF TITLE 1, GENERAL PROVISIONS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Council held discussion. Lea Colasuonno made staff comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve Ordinance T on first reading as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Roxanne Robinson and Lea Colasuonno made staff comment. There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the Waivers of the 4th and 5th Revolving Rights of First Purchase for the King Street Condominiums, subject to minor changes by staff. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on temporary sign permits, Statements of Intent (SOIs) for WDOT TAP funding, and a WAM zero-interest lease. There was no public comment. A motion was made by Kevin Regan and seconded by Alyson Sperry to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:12 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Lynsey Lenamond, Deputy Town Clerk

Minutes: II. Publish JH News & Guide: April 30, 2025

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842052025	PAYROLL DEDUCTIONS	04/01/2025	80.00	80.00	04/23/2025
Total 328:					80.00	80.00	
51	ACE HARDWARE	902694	ROLLER KIT	04/08/2025	1.99	.00	
51	ACE HARDWARE	902734	TAPE	04/09/2025	19.98	.00	
51	ACE HARDWARE	902758	SUPPLIES	04/09/2025	284.91	.00	
51	ACE HARDWARE	902873	SPRAY PAINT	04/10/2025	17.98	.00	
51	ACE HARDWARE	902904	THREAD SEAL TAPE	04/10/2025	2.49	.00	
51	ACE HARDWARE	902962	KITCHEN FAUCET	04/11/2025	159.99	.00	
51	ACE HARDWARE	902986	BATTERIES	04/11/2025	21.99	.00	
51	ACE HARDWARE	903004	DOWELS	04/11/2025	13.96	.00	
51	ACE HARDWARE	903005	WASHERS	04/11/2025	69.99	.00	
51	ACE HARDWARE	903029	SCREWS	04/11/2025	18.47	.00	
51	ACE HARDWARE	903048	CONNECTORS	04/11/2025	42.47	.00	
51	ACE HARDWARE	903062	SUPPLIES	04/11/2025	25.07	.00	
51	ACE HARDWARE	903172	TAP CUBE	04/14/2025	11.99	.00	
51	ACE HARDWARE	903263	PLIERS	04/14/2025	49.99	.00	
51	ACE HARDWARE	903404	PLIERS	04/15/2025	39.98	.00	
51	ACE HARDWARE	903471	SCREWS	04/16/2025	2.01	.00	
51	ACE HARDWARE	903502	MARKING PAINT	04/16/2025	23.98	.00	
51	ACE HARDWARE	903617	SCEWS	04/17/2025	34.72	.00	
51	ACE HARDWARE	903765	CONNECTORS	04/18/2025	4.48	.00	
Total 51:					846.44	.00	
5728	ADVANCED CONCRETE SOLUTI	4013	FLOOR GRINDING	04/10/2025	1,200.00	.00	
Total 5728:					1,200.00	.00	
6861	ADVANCED NETWORK MANAG	IN102684	TIME AND MATERIAL	02/26/2025	1,237.50	.00	
6861	ADVANCED NETWORK MANAG	IN102821	PHONES	02/27/2025	3,888.24	.00	
6861	ADVANCED NETWORK MANAG	IN102985	RUBRIK SECURITY CLOUD	03/04/2025	3,321.20	.00	
Total 6861:					8,446.94	.00	
2269	AFLAC	845230	ACCOUNT #y9599	04/25/2025	1,647.35	1,647.35	04/24/2025
Total 2269:					1,647.35	1,647.35	
6524	ALPHAGRAPHICS	IX-458643	SIGNAGE	04/22/2025	583.31	.00	
Total 6524:					583.31	.00	
5726	AMAZON	1463-H4QD-D7	ENDURANCE	04/11/2025	67.95	.00	
5726	AMAZON	1DWG-L4LX-9	MILWAUKEE TOOL	04/14/2025	125.39	.00	
5726	AMAZON	1M4F-VX7V-41	PENS	04/17/2025	19.87	.00	
5726	AMAZON	1MYF-PHW3-9	BRACKET	10/25/2024	83.72	.00	
5726	AMAZON	1NPX-FP6F-4F	DOLLY	04/14/2025	135.99	.00	
5726	AMAZON	1V96-Y1CR-9F	WELDING HELMET	04/18/2025	296.34	.00	
5726	AMAZON	1WN3-R67V-D	WINDSHIELD REPAIR KITS	04/07/2025	69.90	.00	
5726	AMAZON	1YGK-JX7R-7L	SIGN HOLDERS	04/22/2025	97.58	.00	
5726	AMAZON	1YPN-GRGY-4	HP SCANJET	04/24/2025	2,199.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5726:					3,096.72	.00	
7642	ANGEL ARMOR	INV12216	BODY ARMOR	01/09/2025	2,476.00	.00	
7642	ANGEL ARMOR	INV12216	BODY ARMOR	01/09/2025	7,426.65	.00	
Total 7642:					9,902.65	.00	
383	ANTLER MOTEL, INC.	040723	RENT 6 ROOMS	04/07/2023	4,567.50	.00	
Total 383:					4,567.50	.00	
1783	AT&T	287279795460	charges for account 28727979546	04/11/2025	41.98	.00	
1783	AT&T	287279954600	charges for account 28727979546	04/11/2025	315.70	.00	
Total 1783:					357.68	.00	
4774	BIG R RANCH & HOME	1711290	TOOLS	04/10/2025	115.99	.00	
Total 4774:					115.99	.00	
7039	BLUEBEAM, INC	2314949	RENEWAL	04/14/2025	2,850.00	.00	
Total 7039:					2,850.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-685152	ROTOR	04/22/2025	114.64	.00	
Total 5:					114.64	.00	
544	CENTURYLINK	333897059 042	Monthly bill for account 33389705	04/07/2025	2,642.47	.00	
544	CENTURYLINK	334064254 042	ACCOUNT NUMBER 334064254	04/13/2025	60.42	.00	
544	CENTURYLINK	732212002	Monthly SERVICES 5-G3SQDBF	04/01/2025	1,393.49	.00	
Total 544:					4,096.38	.00	
514	CONRAD & BISCHOFF INC.	IN-642446-25	DEF BULK	04/08/2025	785.49	.00	
514	CONRAD & BISCHOFF INC.	IN-656344-25	FUEL AND GASOLINE	04/17/2025	27,049.64	.00	
514	CONRAD & BISCHOFF INC.	IN-660982-25	DEF BULK	04/21/2025	291.02	.00	
514	CONRAD & BISCHOFF INC.	IN-660985-25	DEF BULK	04/21/2025	592.22	.00	
Total 514:					28,718.37	.00	
4887	CONTROL SYSTEM TECHNOLO	11553	CONTROL HARDWARE	04/22/2025	4,077.00	.00	
Total 4887:					4,077.00	.00	
3272	COPYWORKS, LLC	250461	DOOR HANGERS	04/18/2025	250.00	.00	
Total 3272:					250.00	.00	
1691	CORE & MAIN LP	W595447	ANN-MAINT MOBILE	04/03/2025	10,042.74	.00	
Total 1691:					10,042.74	.00	
7111	DAWSON INFRASTRUCTURE S	INV215335	SKATE, HOUSING, FLAP REPAI	04/15/2025	7,712.74	.00	
7111	DAWSON INFRASTRUCTURE S	INV215336	HOPPER SEAL	04/15/2025	520.87	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7111:					8,233.61	.00	
7640	DEAN, DEREK	042225	DOT PHYSICAL	04/22/2025	100.00	.00	
Total 7640:					100.00	.00	
708	DELTA DENTAL PLAN OF WYOM	040125	MARCH CLAIMS	04/01/2025	6,344.20	6,344.20	04/23/2025
708	DELTA DENTAL PLAN OF WYOM	040125	APRIL PREMIUM	04/01/2025	785.79	785.79	04/23/2025
Total 708:					7,129.99	7,129.99	
3881	DEX IMAGING	AR13163888	COLOR COPIER	04/21/2025	41.37	.00	
Total 3881:					41.37	.00	
6883	DIVISION OF CHILD SUPPORT	04162025	DCSE CASE #0005405448	04/16/2025	509.23	509.23	04/16/2025
Total 6883:					509.23	509.23	
7639	DOOLEY ENTERPRISES, INC	69782	AMMO	03/31/2025	542.32	.00	
Total 7639:					542.32	.00	
6939	DYNAMIC CONTROLS, LLC	39383	MOBILE COMMAND LICENSES	04/03/2025	1,502.00	.00	
6939	DYNAMIC CONTROLS, LLC	39384	ISO CARDS	04/03/2025	3,174.00	.00	
Total 6939:					4,676.00	.00	
3408	E.R. OFFICE EXPRESS	22305	ENVELOPES	05/03/2024	75.49	.00	
3408	E.R. OFFICE EXPRESS	22589	PAPER	08/12/2024	63.82	.00	
3408	E.R. OFFICE EXPRESS	22806	BADGE HOLDERS	10/25/2024	131.34	.00	
3408	E.R. OFFICE EXPRESS	22915	SUPPLIES	11/27/2024	66.83	.00	
3408	E.R. OFFICE EXPRESS	22988	SUPPLIES	12/31/2024	213.05	.00	
3408	E.R. OFFICE EXPRESS	23043	Office Supplies	02/07/2025	82.75	.00	
3408	E.R. OFFICE EXPRESS	23065	OFFICE SUPPLIES	01/28/2025	278.57	.00	
3408	E.R. OFFICE EXPRESS	23133	Office Supplies	03/03/2025	85.17	.00	
3408	E.R. OFFICE EXPRESS	23157	STICKY NOTES	03/07/2025	7.91	.00	
3408	E.R. OFFICE EXPRESS	23173	GUEST CHAIRS	03/14/2025	777.58	.00	
3408	E.R. OFFICE EXPRESS	23254	PAPER	04/18/2025	68.21	.00	
3408	E.R. OFFICE EXPRESS	23262	NOTARY STAMP	04/18/2025	46.34	.00	
Total 3408:					1,897.06	.00	
7446	ELAN ONE CARD	040825	DYSON	04/08/2025	52.99	52.99	04/28/2025
7446	ELAN ONE CARD	040825	GAYLORD PALMS RESORT	04/08/2025	337.78	337.78	04/28/2025
7446	ELAN ONE CARD	040825	COCA COLA	04/08/2025	18.88	18.88	04/28/2025
7446	ELAN ONE CARD	040825	BEST WESTERN	04/08/2025	246.40	246.40	04/28/2025
7446	ELAN ONE CARD	040825	WHOEL FOODS	04/08/2025	139.96	139.96	04/28/2025
7446	ELAN ONE CARD	040825	BANK SUPPLIES	04/08/2025	208.32	208.32	04/28/2025
7446	ELAN ONE CARD	040825	DOMINOS	04/08/2025	21.18	21.18	04/28/2025
7446	ELAN ONE CARD	040825	AUDIBLE	04/08/2025	15.85	15.85	04/28/2025
7446	ELAN ONE CARD	040825	UPS	04/08/2025	.53	.53	04/28/2025
7446	ELAN ONE CARD	040825	PUBLIC HEALTH	04/08/2025	11.55	11.55	04/28/2025
7446	ELAN ONE CARD	040825	DOMINOS	04/08/2025	57.48	57.48	04/28/2025
7446	ELAN ONE CARD	040825	TRUDOO	04/08/2025	231.25	231.25	04/28/2025
7446	ELAN ONE CARD	040825	USPS	04/08/2025	10.10	10.10	04/28/2025
7446	ELAN ONE CARD	040825	5.11	04/08/2025	37.07	37.07	04/28/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	040825	STILLWEST	04/08/2025	84.83	84.83	04/28/2025
7446	ELAN ONE CARD	040825	GARMIN	04/08/2025	64.95	64.95	04/28/2025
7446	ELAN ONE CARD	040825	DISH NETWORK	04/08/2025	151.74	151.74	04/28/2025
7446	ELAN ONE CARD	040825	CREEKSIDE	04/08/2025	20.12	20.12	04/28/2025
7446	ELAN ONE CARD	040825	PERKINS	04/08/2025	25.50	25.50	04/28/2025
7446	ELAN ONE CARD	040825	AMAZON	04/08/2025	207.89	207.89	04/28/2025
7446	ELAN ONE CARD	040825	QUALITY LOGO PRODUCTS	04/08/2025	626.50	626.50	04/28/2025
7446	ELAN ONE CARD	040825	SMITHS	04/08/2025	30.96	30.96	04/28/2025
7446	ELAN ONE CARD	040825	CREDIT	04/08/2025	124.30-	124.30-	04/28/2025
7446	ELAN ONE CARD	040825	ANTLER INN	04/08/2025	129.60	129.60	04/28/2025
7446	ELAN ONE CARD	040825	SUPPLY HOUSE	04/08/2025	93.87	93.87	04/28/2025
7446	ELAN ONE CARD	040825	5.11	04/08/2025	795.00	795.00	04/28/2025
7446	ELAN ONE CARD	040825	AWWA REGISTRATION	04/08/2025	1,000.00	1,000.00	04/28/2025
7446	ELAN ONE CARD	040825	OFFICE OF WATER PROGRAMS	04/08/2025	201.00	201.00	04/28/2025
7446	ELAN ONE CARD	040825	SER09 SOLUTIONS	04/08/2025	283.94	283.94	04/28/2025
7446	ELAN ONE CARD	040825	ERENTER	04/08/2025	21.95	21.95	04/28/2025
7446	ELAN ONE CARD	040825	STARLINK	04/08/2025	165.00	165.00	04/28/2025
7446	ELAN ONE CARD	040825	KROGER	04/08/2025	26.37	26.37	04/28/2025
7446	ELAN ONE CARD	040825	TEXAS ROADHOUSE	04/08/2025	27.05	27.05	04/28/2025
7446	ELAN ONE CARD	040825	LONE BUFFALO	04/08/2025	22.29	22.29	04/28/2025
7446	ELAN ONE CARD	040825	AMAZON	04/08/2025	39.99	39.99	04/28/2025
7446	ELAN ONE CARD	040825	4IMPRINT	04/08/2025	576.17	576.17	04/28/2025
7446	ELAN ONE CARD	040825	SMITHS	04/08/2025	15.99	15.99	04/28/2025
7446	ELAN ONE CARD	040825	DISPLAY TO GO	04/08/2025	476.73	476.73	04/28/2025
7446	ELAN ONE CARD	040825	EGUAGE	04/08/2025	20.00	20.00	04/28/2025
7446	ELAN ONE CARD	040825	TRAVEL EXPENSE	04/08/2025	1,065.56	1,065.56	04/28/2025
7446	ELAN ONE CARD	040825	SUPPLIES	04/08/2025	101.90	101.90	04/28/2025
7446	ELAN ONE CARD	040825	UNITED	04/08/2025	530.05	530.05	04/28/2025
7446	ELAN ONE CARD	040825	LOWES	04/08/2025	5.22-	5.22-	04/28/2025
7446	ELAN ONE CARD	040825	5.11	04/08/2025	190.80	190.80	04/28/2025
7446	ELAN ONE CARD	040825	GS.JJ	04/08/2025	158.50	158.50	04/28/2025
7446	ELAN ONE CARD	040825	DELTA	04/08/2025	548.36	548.36	04/28/2025
7446	ELAN ONE CARD	040825	EBAY	04/08/2025	222.59	222.59	04/28/2025
7446	ELAN ONE CARD	040825	SLC AIRPORT	04/08/2025	108.00	108.00	04/28/2025
7446	ELAN ONE CARD	040825	LOAF N JUG	04/08/2025	24.00	24.00	04/28/2025
7446	ELAN ONE CARD	040825	VICTIM OF CRIME	04/08/2025	575.00	575.00	04/28/2025
7446	ELAN ONE CARD	040825	MAILCHIMP	04/08/2025	87.75	87.75	04/28/2025
7446	ELAN ONE CARD	040825	COSTCO	04/08/2025	2.64	2.64	04/28/2025
7446	ELAN ONE CARD	040825	SMITHS	04/08/2025	7.98	7.98	04/28/2025
7446	ELAN ONE CARD	040825	EXXON	04/08/2025	28.63	28.63	04/28/2025
7446	ELAN ONE CARD	040825	TARGET	04/08/2025	72.00	72.00	04/28/2025
7446	ELAN ONE CARD	040825	AED PROFESSIONALS	04/08/2025	1,308.00	1,308.00	04/28/2025
7446	ELAN ONE CARD	040825	SNAKE RIVER ROASTING	04/08/2025	470.27	470.27	04/28/2025
7446	ELAN ONE CARD	040825	APWA	04/08/2025	100.00	100.00	04/28/2025
7446	ELAN ONE CARD	040825	TAC GEAR	04/08/2025	90.94	90.94	04/28/2025
7446	ELAN ONE CARD	040825	PRAETORIAN	04/08/2025	344.00	344.00	04/28/2025
7446	ELAN ONE CARD	040825	AMAZON	04/08/2025	78.99	78.99	04/28/2025
7446	ELAN ONE CARD	040825	CIRCLE K	04/08/2025	4.54	4.54	04/28/2025
7446	ELAN ONE CARD	040825	CHILIS	04/08/2025	25.00	25.00	04/28/2025
7446	ELAN ONE CARD	040825	TARGET	04/08/2025	65.08	65.08	04/28/2025
7446	ELAN ONE CARD	040825	CASPER STAR TRIBUNE	04/08/2025	26.99	26.99	04/28/2025
7446	ELAN ONE CARD	040825	ALBERTSONS	04/08/2025	38.47	38.47	04/28/2025
7446	ELAN ONE CARD	040825	DOMINOS	04/08/2025	21.18	21.18	04/28/2025
7446	ELAN ONE CARD	040825	UPS	04/08/2025	.46	.46	04/28/2025
7446	ELAN ONE CARD	040825	TARGET	04/08/2025	24.36	24.36	04/28/2025
7446	ELAN ONE CARD	040825	LITTLE AMERICA	04/08/2025	1,134.52	1,134.52	04/28/2025
7446	ELAN ONE CARD	040825	TRAVEL EXPENES PLANNING	04/08/2025	1,968.64	1,968.64	04/28/2025
7446	ELAN ONE CARD	040825	BIG HOLE BBQ	04/08/2025	119.07	119.07	04/28/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	040825	AMERICAN WATER WORKS	04/08/2025	373.00	373.00	04/28/2025
7446	ELAN ONE CARD	040825	GALLS	04/08/2025	172.24	172.24	04/28/2025
7446	ELAN ONE CARD	040825	TETON COUNTY CLERK	04/08/2025	28.55	28.55	04/28/2025
7446	ELAN ONE CARD	040825	DYSON	04/08/2025	52.99	52.99	04/28/2025
7446	ELAN ONE CARD	040825	HERTZ	04/08/2025	200.00	200.00	04/28/2025
7446	ELAN ONE CARD	040825	SPRINGHILL SUITES	04/08/2025	142.90	142.90	04/28/2025
7446	ELAN ONE CARD	040825	JACK A LOPE	04/08/2025	10.00	10.00	04/28/2025
7446	ELAN ONE CARD	040825	CUTTYS	04/08/2025	207.58	207.58	04/28/2025
7446	ELAN ONE CARD	040825	STAPLES	04/08/2025	394.95	394.95	04/28/2025
7446	ELAN ONE CARD	040825	STAPLES	04/08/2025	49.45	49.45	04/28/2025
7446	ELAN ONE CARD	040825	SMITHS	04/08/2025	18.65	18.65	04/28/2025
7446	ELAN ONE CARD	040825	WASP BARCODE	04/08/2025	205.30	205.30	04/28/2025
7446	ELAN ONE CARD	040825	THE WORT	04/08/2025	64.26	64.26	04/28/2025
7446	ELAN ONE CARD	040825	ALBERTSON	04/08/2025	145.83	145.83	04/28/2025
7446	ELAN ONE CARD	040825	TETON COUNTY CLERK	04/08/2025	43.55	43.55	04/28/2025
7446	ELAN ONE CARD	040825	APWA	04/08/2025	100.00	100.00	04/28/2025
7446	ELAN ONE CARD	040825	COMP TAC	04/08/2025	219.10	219.10	04/28/2025
7446	ELAN ONE CARD	040825	ERENTER	04/08/2025	21.95	21.95	04/28/2025
7446	ELAN ONE CARD	040825	DYSON	04/08/2025	1,165.99	1,165.99	04/28/2025
7446	ELAN ONE CARD	040825	FOUR POINTS	04/08/2025	135.44	135.44	04/28/2025
7446	ELAN ONE CARD	040825	HERTZ	04/08/2025	200.00	200.00	04/28/2025
7446	ELAN ONE CARD	040825	LOAF N JUG	04/08/2025	16.00	16.00	04/28/2025
7446	ELAN ONE CARD	040825	ZOOM	04/08/2025	317.79	317.79	04/28/2025
7446	ELAN ONE CARD	040825	NOTION LABS	04/08/2025	240.00	240.00	04/28/2025
7446	ELAN ONE CARD	040825	COWBOY COFFEE	04/08/2025	365.00	365.00	04/28/2025
7446	ELAN ONE CARD	040825	PETS PLACE PLUS	04/08/2025	243.15	243.15	04/28/2025
7446	ELAN ONE CARD	040825	EXXON	04/08/2025	36.49	36.49	04/28/2025
7446	ELAN ONE CARD	040825	TARGET	04/08/2025	8.00	8.00	04/28/2025
7446	ELAN ONE CARD	040825	AMERICAN RED CROSS	04/08/2025	170.10	170.10	04/28/2025
7446	ELAN ONE CARD	040825	PVC PIPE	04/08/2025	399.00	399.00	04/28/2025
7446	ELAN ONE CARD	040825	APWA	04/08/2025	100.00	100.00	04/28/2025
7446	ELAN ONE CARD	040825	ALBERTSON	04/08/2025	111.72	111.72	04/28/2025
7446	ELAN ONE CARD	040825	INDEED	04/08/2025	220.00	220.00	04/28/2025
7446	ELAN ONE CARD	040825	BOUNDRY SUPPLY	04/08/2025	516.98	516.98	04/28/2025
7446	ELAN ONE CARD	040825	PSI EXAMS	04/08/2025	175.00	175.00	04/28/2025
7446	ELAN ONE CARD	040825	MAVERK	04/08/2025	55.06	55.06	04/28/2025
7446	ELAN ONE CARD	040825	HIBACKI SUPREME	04/08/2025	19.00	19.00	04/28/2025
7446	ELAN ONE CARD	040825	TARGET	04/08/2025	32.54	32.54	04/28/2025
7446	ELAN ONE CARD	040825	HEALTHY BEING	04/08/2025	22.90	22.90	04/28/2025
7446	ELAN ONE CARD	040825	COSTCO	04/08/2025	120.66	120.66	04/28/2025
7446	ELAN ONE CARD	040825	FISH CREEK VET	04/08/2025	444.91	444.91	04/28/2025
7446	ELAN ONE CARD	040825	SPO	04/08/2025	72.55	72.55	04/28/2025
7446	ELAN ONE CARD	040825	PICAS	04/08/2025	124.70	124.70	04/28/2025
7446	ELAN ONE CARD	040825	TRAVEL PATROL ACADEMY	04/08/2025	241.30	241.30	04/28/2025
7446	ELAN ONE CARD	040825	REI	04/08/2025	351.85	351.85	04/28/2025
7446	ELAN ONE CARD	040825	AWWA REGISTRATION	04/08/2025	1,080.00	1,080.00	04/28/2025
7446	ELAN ONE CARD	040825	LOWES	04/08/2025	92.16	92.16	04/28/2025
7446	ELAN ONE CARD	040825	PEARL STREET BAGELS	04/08/2025	114.00	114.00	04/28/2025
7446	ELAN ONE CARD	040825	IIMC	04/08/2025	210.00	210.00	04/28/2025
Total 7446:					25,364.12	25,364.12	
1134	ENERGY LABORATORIES INC.	699942	EFFLUENT	04/09/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	701343	EFFLUENT	04/15/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	702278	EFFLUENT	04/18/2025	172.00	.00	
Total 1134:					516.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7168	FALL RIVER RURAL ELECTIC	51773001 0425	CHATHAM LOOP	04/18/2025	99.35	.00	
Total 7168:					99.35	.00	
3195	FERGUSON ENTERPRISES, IN	3606581	COMP ADPT	04/11/2025	8.74	.00	
Total 3195:					8.74	.00	
4294	FIRE SERVICES OF IDAHO	12608134	TOWN HALL	03/20/2025	14,392.61	.00	
4294	FIRE SERVICES OF IDAHO	12613071	QUARTERLY ALARM	04/14/2025	90.00	.00	
Total 4294:					14,482.61	.00	
4709	FLEETPRIDE	124678462	WING STYLE DUST CAP	04/02/2025	29.68	.00	
4709	FLEETPRIDE	124710161	COVER PLATE	04/03/2025	390.30	.00	
4709	FLEETPRIDE	125110899	DUST PLUG	04/18/2025	29.68	.00	
4709	FLEETPRIDE	125168898	COVER PLATE	04/22/2025	390.30-	.00	
Total 4709:					59.36	.00	
7340	FLORES, JUANITA	042325	INTREPRETING SERVICES	04/23/2025	240.00	.00	
Total 7340:					240.00	.00	
6779	FOSTER, KYLE	042325	TRAVEL EXPENSES	04/23/2025	90.64	.00	
Total 6779:					90.64	.00	
4212	GILLIG LLC	41293918	GLAZING	04/08/2025	81.85	.00	
4212	GILLIG LLC	41294752	EXTRUSION	04/09/2025	21.60	.00	
4212	GILLIG LLC	41295548	LMAP	04/11/2025	215.76	.00	
4212	GILLIG LLC	41296118	WINDSHIELD	04/14/2025	6,253.89	.00	
4212	GILLIG LLC	41297718	WINDSHIELD	04/17/2025	2,065.83	.00	
Total 4212:					8,638.93	.00	
5734	GREENWAY PAINTING LLC	1931	455 VINE	04/11/2025	2,883.64	.00	
Total 5734:					2,883.64	.00	
4988	HD FOWLER COMPANY	I6974052	WATER PARTS	04/14/2025	5,498.87	.00	
4988	HD FOWLER COMPANY	RA526610	CREDIT	04/02/2025	3,699.64-	.00	
Total 4988:					1,799.23	.00	
96	HIGH COUNTRY LINEN	0498107	TOWELS	04/07/2025	86.31	.00	
96	HIGH COUNTRY LINEN	0498191	MATS @ 155 e pearl	04/07/2025	11.17	.00	
96	HIGH COUNTRY LINEN	0499629	MATS @ WWTP	04/16/2025	66.85	.00	
96	HIGH COUNTRY LINEN	0500210	MATS @ START	04/21/2025	202.85	.00	
96	HIGH COUNTRY LINEN	S0490588	TOWELS	02/21/2025	178.25	.00	
96	HIGH COUNTRY LINEN	S0491677	TOWELS	02/28/2025	134.05	.00	
96	HIGH COUNTRY LINEN	S0494777	TOWELS	03/17/2025	103.05	.00	
96	HIGH COUNTRY LINEN	S0494958	TOWELS	03/18/2025	114.45	.00	
96	HIGH COUNTRY LINEN	S0498505	TOWELS	04/08/2025	189.35	.00	
96	HIGH COUNTRY LINEN	S0498732	TOWELS	04/09/2025	74.05	.00	
96	HIGH COUNTRY LINEN	S0499577	CLEANING SUPPLIES	04/15/2025	147.31	.00	
96	HIGH COUNTRY LINEN	S0500156	SUPPLIES	04/18/2025	158.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					1,466.03	.00	
6041	HOLE FOOD RESCUE	041425	3RD QUARTER PAYMENT	04/14/2025	6,250.00	.00	
Total 6041:					6,250.00	.00	
6922	HORCHAK, KEVIN	042325	TRAVEL EXPENSES	04/23/2025	90.64	.00	
Total 6922:					90.64	.00	
4164	ICMA MEMBERSHIP	425291 0425	MEMBERSHIP DUES	04/25/2025	1,200.00	.00	
Total 4164:					1,200.00	.00	
36	IDAHO STATE TAX COMMISSIO	042325	APRIL WITHHOLDINGS	04/23/2025	6,270.00	6,270.00	04/23/2025
Total 36:					6,270.00	6,270.00	
6901	INNOVATIVE SERVICE LLC	846	LEAK CHECK	09/17/2024	7,572.87	.00	
6901	INNOVATIVE SERVICE LLC	892	PIPING MOD FOR SERVER RO	12/18/2024	5,725.58	.00	
Total 6901:					13,298.45	.00	
106	INTERSTATE BATTERY	950005357	BATTERIES	04/14/2025	239.95	.00	
Total 106:					239.95	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1048	START ON DEMAND	04/08/2025	126,748.74	.00	
Total 6931:					126,748.74	.00	
7163	JACKSON GROUP LOCKBOX	693094IF	DRIVE SEAL	04/10/2025	242.13	.00	
7163	JACKSON GROUP LOCKBOX	693412IF	FILTERS	04/08/2025	434.66	.00	
Total 7163:					676.79	.00	
7638	JACKSON HOLE CENTER FOR	002	JACKSON HOLE SUMMIT SUPP	04/10/2025	2,500.00	.00	
Total 7638:					2,500.00	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 2024 4 4	4TH QUARTER PAYMENT	07/01/2024	12,500.00	.00	
Total 858:					12,500.00	.00	
131	JACKSON HOLE NEWS & GUID	3761009	AD#436067	04/09/2025	320.00	.00	
131	JACKSON HOLE NEWS & GUID	376110	AD#436851	04/09/2025	456.00	.00	
131	JACKSON HOLE NEWS & GUID	376209	AD#436817	04/09/2025	406.00	.00	
131	JACKSON HOLE NEWS & GUID	376416	AD#436978	04/16/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	376417	AD#436979	04/16/2025	35.00	.00	
131	JACKSON HOLE NEWS & GUID	376418	AD#436980	04/16/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	376476	AD#437220	04/23/2025	240.00	.00	
131	JACKSON HOLE NEWS & GUID	376477	AD#437059	04/23/2025	240.00	.00	
131	JACKSON HOLE NEWS & GUID	376478	AD#437060	04/23/2025	240.00	.00	
Total 131:					1,997.00	.00	
114	JACKSON LUMBER INC	0001081787-0	2X6	04/16/2025	12.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 114:					12.56	.00	
7641	JESUS GARCIA BUILDERS LLC	041625	REFUND BUSINESS LICENSE	04/16/2025	121.00	.00	
Total 7641:					121.00	.00	
239	JH20 WATER CONDITIONING &	7247	OSMOSIS WATER	04/15/2025	85.00	.00	
Total 239:					85.00	.00	
6096	LANCASTER, JUSTIN	041525	TRAVEL EXPENSES	04/15/2025	473.00	.00	
Total 6096:					473.00	.00	
155	LEONARD PETROLEUM EQUIP	IFIN221710	HOSE MAST	04/09/2025	77.20	.00	
Total 155:					77.20	.00	
5691	LEPCO	61561	BUS WASH REPAIRS	04/22/2025	16,157.14	.00	
Total 5691:					16,157.14	.00	
2224	LOCAL GOV'T LIABILITY POOL	15869	GL220019	04/22/2025	50,000.00	.00	
Total 2224:					50,000.00	.00	
4258	MD NURSERY & LANDSCAPING	47586	IRRIGATION MAITENANCE	04/18/2025	798.28	.00	
Total 4258:					798.28	.00	
998	METROQUIP INC	P31670	SPRAY	04/09/2025	1,022.73	.00	
Total 998:					1,022.73	.00	
7388	MID-AMERICA RESEARCH CHE	0846634-IN	SEWER SOLVENT	04/18/2025	483.03	.00	
Total 7388:					483.03	.00	
3633	MOTOR COACH INDUSTRIES	20612067	TRAINING	04/10/2025	6,075.00	.00	
Total 3633:					6,075.00	.00	
257	NAPAAUTO PARTS INC.	298192	WHEEL BEARING	04/08/2025	108.86	.00	
257	NAPAAUTO PARTS INC.	298245	RELAY	04/09/2025	53.09	.00	
257	NAPAAUTO PARTS INC.	298420	OIL SEAL	04/09/2025	110.00	.00	
257	NAPAAUTO PARTS INC.	298422	OIL SEAL	04/09/2025	15.70-	.00	
257	NAPAAUTO PARTS INC.	298423	OIL SEAL	04/09/2025	16.84	.00	
257	NAPAAUTO PARTS INC.	298524	PARTS	04/10/2025	33.23	.00	
257	NAPAAUTO PARTS INC.	298561	FILTERS	04/10/2025	11.11	.00	
257	NAPAAUTO PARTS INC.	298598	TOGGLE	04/10/2025	37.45	.00	
257	NAPAAUTO PARTS INC.	299604	COVER	04/15/2025	11.19	.00	
257	NAPAAUTO PARTS INC.	299655	FILTERS	04/15/2025	24.59	.00	
257	NAPAAUTO PARTS INC.	299685	OUTBACK PARTS	04/15/2025	24.15	.00	
257	NAPAAUTO PARTS INC.	299786	SCREW	04/15/2025	.45	.00	
257	NAPAAUTO PARTS INC.	299921	FILTERS	04/16/2025	52.20	.00	
257	NAPAAUTO PARTS INC.	300260	Brakes	04/17/2025	55.32	.00	
257	NAPAAUTO PARTS INC.	300439	FILTER	04/18/2025	8.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	300440	BRAKES	04/18/2025	137.99	.00	
257	NAPA AUTO PARTS INC.	300582	SHOP TOWELS	04/18/2025	25.36	.00	
257	NAPA AUTO PARTS INC.	300829	LIGHT BULB	04/21/2025	24.14	.00	
257	NAPA AUTO PARTS INC.	300987	FILTER	04/21/2025	16.64	.00	
257	NAPA AUTO PARTS INC.	301089	BRAKE	04/22/2025	272.10	.00	
257	NAPA AUTO PARTS INC.	301114	BRAKES	04/22/2025	116.00-	.00	
257	NAPA AUTO PARTS INC.	301214	FILTER	04/22/2025	5.58	.00	
Total 257:					897.47	.00	
187	NELSON ENGINEERING	66984	23-302-01 TOJ THAW WELL 10	04/01/2025	13,914.99	.00	
187	NELSON ENGINEERING	67031	23-302-02 TOJ HIGH SCHOOL W	04/03/2025	17,368.00	.00	
Total 187:					31,282.99	.00	
4398	PALAZZOLO, MICHAEL	041725	MONTHLY IT HARDWARE	04/17/2025	77.83	.00	
Total 4398:					77.83	.00	
5707	PERFORM PRINTING LLC	BCT 1628	BUSINESS CARDS	04/16/2025	252.75	.00	
Total 5707:					252.75	.00	
7591	POINT S REXBURG	1263243	TIRES	04/17/2025	823.92	.00	
Total 7591:					823.92	.00	
6483	PREMIER TRUCK- SALT LAKE C	693927IF	FILTERS	04/15/2025	333.69	.00	
6483	PREMIER TRUCK- SALT LAKE C	775702354	INJECTION KIT	04/16/2025	1,706.22	.00	
6483	PREMIER TRUCK- SALT LAKE C	775702385	HARNESS	04/16/2025	113.39	.00	
6483	PREMIER TRUCK- SALT LAKE C	775702876	HARNESS	04/17/2025	230.04	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775699475	CORE RETURN	04/18/2025	374.06-	.00	
Total 6483:					2,009.28	.00	
7625	ROCKY MOUNTAIN CHAPTER F	12728	REGISTRATION JEROMIE TRAP	04/11/2025	500.00	.00	
Total 7625:					500.00	.00	
7632	ROGERS, BILLY	041725	BAIL REFUND CASE 21-12-0509	04/17/2025	740.00	740.00	04/17/2025
Total 7632:					740.00	740.00	
5333	SALT CITY SALES	194192	GLOVES	04/18/2025	171.66	.00	
Total 5333:					171.66	.00	
231	SHERVIN'S INDEPENDENT OIL	61439	ALIGNMENT	04/22/2025	143.10	.00	
Total 231:					143.10	.00	
4359	SHERWIN-WILLIAMS CO.	1629-3	PAINT	04/21/2025	33.95	.00	
4359	SHERWIN-WILLIAMS CO.	2854-5	PAINT	04/17/2025	33.95	.00	
Total 4359:					67.90	.00	
4548	SILVER CREEK SUPPLY	0020037509-0	FLEXIBLE RUBBER CPLG	04/03/2025	26.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4548:					26.76	.00	
3961	SPECTRUM	173067801040	MONTHLY SERVICES 17306780	04/07/2025	200.00	.00	
Total 3961:					200.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334642581	ANIMAL CARE	04/10/2025	33.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334642582	ANIMAL CARE	04/10/2025	15.49	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334642583	ANIMAL CARE	04/10/2025	205.39	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334642584	ANIMAL CARE	04/10/2025	33.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334642585	ANIMAL CARE	04/10/2025	33.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334642586	ANIMAL CARE	04/10/2025	137.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334643161	ANIMAL CARE	04/21/2025	120.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334643163	ANIMAL CARE	04/21/2025	61.40	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334643164	ANIMAL CARE	04/21/2025	160.13	.00	
Total 1505:					802.25	.00	
6871	STANDARD INSURANCE COMP	040125	VOLUNTARY POLICIES	04/01/2025	2,293.86	2,293.86	04/23/2025
6871	STANDARD INSURANCE COMP	040125	VOLUNTARY LIFE	04/01/2025	1,102.65	1,102.65	04/23/2025
6871	STANDARD INSURANCE COMP	040125	APRIL LTD, STD AND LIFE	04/01/2025	7,677.99	7,677.99	04/23/2025
Total 6871:					11,074.50	11,074.50	
7636	START FRESH CLEANING SERV	3713	CLEAN CHATHAM LOOP	04/21/2025	670.20	.00	
Total 7636:					670.20	.00	
7227	STEPHENS, TALON	042125	MONTHLY IT HARDWARE	04/21/2025	77.83	.00	
Total 7227:					77.83	.00	
6608	SWICEGOOD, WYATT	041625	TRAVEL EXPENSES	04/16/2025	473.00	.00	
Total 6608:					473.00	.00	
1443	TETON COUNTY CLERK	040825	JHPSRC RADIO BUDGET	04/08/2025	47,025.32	.00	
Total 1443:					47,025.32	.00	
581	TETON COUNTY INTEGRATED	10868	CARDBOARD PICKUP	04/01/2025	129.00	.00	
Total 581:					129.00	.00	
2362	TETON COUNTY PUBLIC HEALT	25-2452	water testing	04/16/2025	200.00	.00	
Total 2362:					200.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	693	FEBRUARY INMATES	03/08/2025	1,575.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	696	MARCH INMATES	04/03/2025	3,500.00	.00	
Total 55:					5,075.00	.00	
614	TETON COUNTY TREASURER	01-001262 202	3500 SOUTH PARK2024 PROPE	09/10/2024	8,257.77	.00	
614	TETON COUNTY TREASURER	OJ-000287 202	410 SCOTT LANE2024 PROPER	09/10/2024	3,728.25	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN2024 PROPE	09/10/2024	1,386.00	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN2024 PROPE	09/10/2024	1,386.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN2024 PROPE	09/10/2024	1,386.00	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN2024 PROPE	09/10/2024	1,385.98	.00	
614	TETON COUNTY TREASURER	OJ-000665 202	940 SIMON LANE2024 PROPER	09/10/2024	3,320.64	.00	
614	TETON COUNTY TREASURER	OJ-000955 202	955 MAPLE WAY2024 PROPERT	09/10/2024	2,940.52	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET2024 PROPER	09/10/2024	1,533.53	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET2024 PROPER	09/10/2024	1,533.53	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET2024 PROPER	09/10/2024	1,533.54	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET2024 PROPER	09/10/2024	1,533.54	.00	
614	TETON COUNTY TREASURER	OJ-001631 202	930 SIMON LANE2024 PROPER	09/10/2024	3,166.87	.00	
614	TETON COUNTY TREASURER	OJ-005483 202	675 E HANSEN2024 PROPERTY	09/10/2024	7,181.15	.00	
614	TETON COUNTY TREASURER	OJ-005484 202	685 EAST HANSEN2024 PROPE	09/10/2024	8,727.49	.00	
614	TETON COUNTY TREASURER	OJ-006074 202	155 E PEARL2024 PROPERTY T	09/10/2024	25,981.47	.00	
614	TETON COUNTY TREASURER	OJ-007164 202	65 VIRGINIAN LANE2024 PROP	09/10/2024	2,065.09	.00	
614	TETON COUNTY TREASURER	OJ-007166 202	65 VIRGINIAN LANE2024 PROP	09/10/2024	2,063.66	.00	
Total 614:					79,111.03	.00	
268	TETON MOTORS INC	5111875	FILTER KIT	12/04/2024	144.60	.00	
268	TETON MOTORS INC	5112811	MOULDING	04/10/2025	142.69	.00	
268	TETON MOTORS INC	5112818	MOULDING	04/11/2025	127.36	.00	
268	TETON MOTORS INC	5112888	VALVE	04/21/2025	96.95	.00	
Total 268:					511.60	.00	
298	TETON YOUTH & FAMILY SERVI	8965	3RD QUARTER PAYMENT	03/31/2025	140,000.00	.00	
Total 298:					140,000.00	.00	
6810	THE TIRE RACK, INC.	PJ74326	TIRES	04/15/2025	821.28	.00	
6810	THE TIRE RACK, INC.	PJ74346	TIRES	04/14/2025	821.28	.00	
6810	THE TIRE RACK, INC.	PJ79159	TIRES	04/14/2025	891.56	.00	
Total 6810:					2,534.12	.00	
70	THYSSEN KRUPP ELEVATOR C	1000687668	TOWN HALL ELEVATOR	04/10/2025	16,890.04	.00	
70	THYSSEN KRUPP ELEVATOR C	6000774053	VERTICAL HARVEST ELEVATOR	01/28/2025	23,050.00	.00	
Total 70:					39,940.04	.00	
6363	TMSC LLC	2025-005-06F	IT HALL DOOR RELOCATE	04/20/2025	3,938.81	.00	
6363	TMSC LLC	2025-005-06F	IT HALL DOOR RELOCATE	04/20/2025	3,938.81	.00	
6363	TMSC LLC	2025-005-06S	SERVER ROOM	04/20/2025	9,581.55	.00	
Total 6363:					17,459.17	.00	
7284	UCM DIGITAL HEALTH, INC	47555	APRIL PREMIUM	04/01/2025	864.50	864.50	04/23/2025
Total 7284:					864.50	864.50	
1949	VERIZON WIRELESS	6109965378	charges for account 871451763-0	04/01/2025	10,297.24	.00	
Total 1949:					10,297.24	.00	
7634	VILLARREAL	042225	DEPOSIT RETURNED	04/22/2025	1,900.00	1,900.00	04/22/2025
Total 7634:					1,900.00	1,900.00	
5022	VISION SERVICE PLAN - (WY)	30045667	APRIL PREMIUM	03/17/2025	1,903.51	1,903.51	04/23/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5022:					1,903.51	1,903.51	
6226	WEST COAST CODE CONSULT	UT25-579B-00	PLAN REVIEWS	04/07/2025	1,805.00	.00	
Total 6226:					1,805.00	.00	
6788	WESTERN CHARTERS AND TO	14895	BUS SERVICE	04/15/2025	33,020.00	.00	
Total 6788:					33,020.00	.00	
1640	WESTERN STATE	IN003143600	PLUG	04/02/2025	96.66	.00	
Total 1640:					96.66	.00	
2802	WESTWOOD CURTIS	042325 24-918	ROLLING RETAINAGE	04/23/2025	40,373.95-	.00	
2802	WESTWOOD CURTIS	042325 24-918	RETAINAGE	04/23/2025	40,373.95	.00	
2802	WESTWOOD CURTIS	042325 24-918	2024 W JACKSON WATER PROJ	04/23/2025	452,656.00	.00	
2802	WESTWOOD CURTIS	24-918 0425	2024 W JACKSON WATER PROJ	04/17/2025	171,227.05	.00	
2802	WESTWOOD CURTIS	24-918 0425	2024 W JACKSON WATER PROJ	04/17/2025	16,549.95	.00	
2802	WESTWOOD CURTIS	24-918 0425	2024 W JACKSON WATER PROJ	04/17/2025	16,549.95-	.00	
Total 2802:					623,883.05	.00	
2995	WHEELER TANK TESTING, INC.	2851	LINE AND LEAK TESTING	04/10/2025	2,045.00	.00	
Total 2995:					2,045.00	.00	
4139	WY WORKERS' SAFETY & COM	042325	CATCH UP PIMIENTA	04/23/2025	269.42	269.42	04/23/2025
4139	WY WORKERS' SAFETY & COM	042325	MAY PREMIUM	04/23/2025	24,565.49	24,565.49	04/23/2025
Total 4139:					24,834.91	24,834.91	
79	WYOMING DEPARTMENT OF E	041825	1ST QTR SUTA	04/18/2025	55,869.05	55,869.05	04/16/2025
Total 79:					55,869.05	55,869.05	
4198	WYOMING FIRST AID & SAFETY	900031	first aid kit resupply	04/08/2025	160.02	.00	
Total 4198:					160.02	.00	
7516	WYOMING IMMIGRANT ADVOC	TOJ-1005	QUARTERLY PAYMENT	04/02/2025	3,750.00	.00	
Total 7516:					3,750.00	.00	
329	WYOMING RETIREMENT SYST	3124375433	APRIL CONTRIBUTIONS	04/23/2025	197,304.20	197,304.20	04/23/2025
Total 329:					197,304.20	197,304.20	
7637	ZENSAI US INC	INV-0003295	SUBSCRIPTION	03/18/2025	13,406.40	.00	
Total 7637:					13,406.40	.00	
Grand Totals:					1,760,264.71	335,491.36	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council Regular Mtg - Consent
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Contract Award for Bear-resistant Trash Containers	Public Comment:	Yes

Purpose & Policy Considerations.

Council approves all contract awards.

Requested Action.

Consider and approve contract award for Bear-resistant Trash Cans.

Recommendations.

Staff recommends approving the contract award to Compumetric Engineering for the purchase of bear-resistant trash cans to replace the current ones downtown.

Background.

At the October 3, 2022, Regular Town Council meeting, Council approved updates to Wildlife Feeding and Bear Resistant Trash Ordinances within the Town of Jackson. The requirement for bear-resistant trash containers for residential and commercial properties within the designated Bear Conflict Zone went into effect on April 1, 2023. In February of 2024, staff provided an update on the effectiveness of the ordinances. Council approved staff's plan to purchase and install bear-resistant trash containers with educational decals at public parks, bus stops, and downtown Jackson. On July 1, 2024, Council approved the Town Sustainability Plan, which includes a target for 100% of Town-owned trash containers to be bear-resistant by 2026.

In June of 2024, the Jackson Hole Travel and Tourism Board (JHTTB) provided \$26,061.40 in funding for Bear-Resistant Trash and Recycling Containers at mobility hubs, including the Miller Park transit Center, the Home Ranch Parking Lot, and the Deloney Parking lot. \$20,000 has been granted by the Teton Conservation District (TCD) and an additional \$60,000 has been granted by the JHTTB to purchase more bear-resistant cans. Town Council approved an additional \$10,000 from the general fund on January 21, 2025. Council approved a bid request at the regular Town Council meeting on March 3, 2025. Bids received prior to 5:00 pm on March 21, 2025, were opened at 10:30 am on March 24, 2025, in the Town Council Chambers.

Of the bids received, several were deemed by staff to not adequately serve the public interest due to barriers to ease of use. On April 7, 2025, Council voted to reject all bids received for bear-resistant trash containers and approve the release of a new Bid Request for Bear-Resistant Trash Cans. The revised bid request required that trash containers have *top loading pull down chutes* that can be operated with a closed fist or while wearing mittens, are ADA compliant, include a warranty of 1 year or greater, and fit 40-gallon trash cans.

Two bids were received prior to the deadline and were opened at 10:00 am on April 21, 2025.

Analysis.

Two bids were received that fulfilled the specifications of ADA compliance, the ability to fit a 40-gallon trash bin, and using top loading pull down chutes. The bid provided by Compumetric Engineering better fulfilled the specifications in the bid request and was deemed by staff to provide a superior design for the intended use of the funding received by the Town of Jackson to purchase the cans. The cost, including shipping, for 44 single bins, 7 double bins, and 6 triple bins, is \$79,229.

The alternative bidder, Bearicuda Inc, provided slightly more competitive pricing. However, they were not selected as the winning bid for the following reasons:

- The Bearicuda Inc. bid was deemed insufficient because it did not include pricing for accessories. Item 12 in the list of specifications states that "*a list of the accessories the company offers, with pricing, must be included*". Because pricing was not included for some basic optional items that the Town would want to add, such as labeling and a cowl (rain awning), the full price of the product the Town would purchase is unknown.
- The Bearicuda Inc. bid was deemed insufficient because it did not include information about a warranty. Item 7 in the list of specifications states that "*Bear-resistant trash receptacles must include a warranty of 1 year or greater. Bidder shall enclose a letter on company letterhead detailing the manufacturer warranty, name and address or warranty shop, and warranty details.*" No information regarding a warranty was provided in the bid.
- The bin schematics provided by Compumetric Engineering was deemed to provide a superior design for the needs of our community, and to better support the goals outlined by our funders. Providing messaging about appropriate behavior in Bear Country, including a QR code to link to more information on the BearWise website, is an important component of the project. It is particularly important for the Travel and Tourism Board, who provided up to \$60,000 in funding for the project, to provide educational materials for visitors in the downtown area. The design of Compumetric Engineering includes a lip below the trash chute that juts outward and downward at a 45-degree angle, providing an ideal surface for our educational messaging sticker. The Bearicuda Design is flat on the front. Educational messaging would need to go on the top, which is too high to be read by most people, or placed vertically below the trash chute, which is more difficult for the public to read and may require people to duck or squat to read it. Given the importance of educational messaging to our funders, staff recommends selecting the product by Compumetric Engineering that displays this messaging in a location that is easier to read for the greatest number of people.

The bid request clearly states that "*The Town of Jackson reserves the right to **reject any or all bids submitted**, in whole or part, and to waive any informalities.*" It also states that "*The Town of Jackson reserves the right to:*

- *Reject any or all bids or accept what is, in its judgment, the bid which is in the Town of Jackson's best interest.*
- *Accept a late submittal or waive any technical defects or irregularities in any or all bids.*
- *Discuss bids with proposers whose submittals are reasonably susceptible to selection in order to clarify, assure a full understanding of, and ensure responsiveness to the bid requirements.*
- *Not fund the project if it does not receive any bids that, in its sole discretion, meet the goals of the project.*
- *Change the number of trash receptacles purchased.*
- *Re-issue this bid request."*

Detailed submissions are available upon request.

Possible Alternatives.

- Council could reject the bid that staff selected and direct staff to return with a different bid
- Council could direct staff to abandon or pause the project

Comprehensive Plan & Priority Alignment.

Principle 1.1—Maintain healthy populations of all native species.

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

Policy 1.1.d: Limit human/wildlife conflicts

Limiting impacts to wildlife, wildlife habitat, and wildlife movement corridors include limiting wildlife/human conflicts. Designing for wildlife permeability is necessary but attracting wildlife into the built environment can be dangerous for both wildlife and humans. Human/wildlife conflicts, especially those involving large predators, can result in human injury and/or relocation or killing of the animal. The tiered system of protections described in Policy 1.1.b should consider measures to limit wildlife attractants near the built environment, such as palatable vegetation and accessible trash.

Town Sustainability Plan

- Municipal Strategy: Convert Town-owned trash receptacles to bear-resistant ones
 - Target: 100% of Town-owned trash containers will be bear-resistant by 2026

Rights of Nature Resolution

- On July 1, 2024, Council approves a Rights of Nature Resolutions, which resolved that “the Jackson Town Council hereby supports the “Rights of Nature” movement, which acknowledges that nature has the right to exist and flourish now and in the future, recognizes the interconnectivity and reciprocity between humans and nature, accepts that it is our responsibility to respect, replenish, and repair the natural world we exist within, and supports initiatives that help bring this vision to fruition.”

Fiscal Impact.

The Town of Jackson has been awarded \$20,000 from the Teton Conservation District and \$60,000 from the Jackson Hole Travel and Tourism Board to purchase bear-resistant trash cans. An additional \$10,000 has been allocated from the Town of Jackson budget general fund. Artistic wraps and educational stickers will cost an estimated \$8,700.00. The total project cost will not exceed the \$90,000 allocated to it.

It costs \$1.50 more to empty a bear-resistant container than a non-bear-resistant one. JHTTB funding covered the increased cost of service for Fiscal Year 2025. However, the Town will need to take on that cost in the future. Because bear-resistant cans are larger than the non-bear resistant cans, the total number of cans downtown will be reduced to minimize the fiscal impact of servicing the cans.

Staff Impact.

Staff spent 12 hours seeking funding, executing funding agreements, collaborating with other departments, and drafting the bid request and report. Re-releasing the bid took an additional 2 hours. It took staff in the Ecosystem Stewardship and Clerk’s Departments an estimated 2 hours to process bids and select the winning bid. It will take staff an estimated 4 to 6 hours to place the order, coordinate delivery, and communicate with affected departments. Public Works staff will need to spend a significant amount of time installing the new cans in the spring and summer.

Attachments or Links.

N/A.

Suggested Motion.

I move to award the contract for Bear-Resistant Trash Cans to Compumetric Engineering.

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Agreement for Records Processing Software	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a contract for software the Legal Department will use to, primarily, process all Town records requests and, as the need arises secondarily, discovery for litigation.

Requested Action.

Staff request Council approve the contract.

Recommendations.

Staff recommend Council approve the contract.

Background.

The Town of Jackson, as an organization, receives approximately 1000 records requests per year. The primary departmental records involved in these requests, in descending order of frequency, are the Police Department, Planning Department, Internal Affairs, Council, Public Works, and START, with the remainder accounting for a handful per year. All records requests are processed through the Legal Department.

The state laws governing disclosure, and the associated penalties involving organizational and personal liability, are complex. They span multiple statutory titles, including Titles 1 (Code of Civil Procedure), 6 (Crimes and Offenses), 14 (Children), and 16 (City, County, State and Local Powers), as well as rules of specific courts (rules for the Municipal Court and Wyoming Supreme Court records for example), as well as many cases wherein the state courts interpret the statutes.

Currently the paralegal in the Legal Department spends, approximately, 50% of their time on records requests, and the Assistant Town Attorney, as an estimate, spends 20% of their time on these performing electronic records production in an, effectively, manual process with Adobe.

Over the years, software as a budget item to make this task more efficient has been requested and this year it is supported by the Town Manager in the budget, but has not been approved by Council. In order to obtain the most beneficial price for this software, this contract is being presented. The contract attached to this report includes a non-appropriation clause and would not be entered into if Council does not approve this software in the FY26 Budget.

Analysis & Key Policy Questions.

The Legal Department and IT set up numerous software demonstrations since December. The most useful of all the software vendors reviewed was Logikcull, a company designed for legal uses and, while targeted for discovery, incorporates tools similarly useful for record request processing.

Pros:

- ✓ Automatically categorizes data into pre-defined search filters, including email from/to/cc, document types, potentially privileged, Personally Identifiable Information, and has the ability to create custom filters.
- ✓ "End-to-end discovery" which is, summarized, the process of identifying, collecting, preserving, and producing electronic information, encompassing the "lifecycle" from initial data identification to final response production.
- ✓ Collaboration / Automation of letters, notices, reminders, and tracking between all staff involved (each request involves at least three staff, which is currently accomplished by repeated back-and-forth emails)

- ✓ Production to the public is accomplished via the platform, much more efficiently than via emails.
- ✓ Addresses the issues of 1) inefficient use of expert, highly competent staff resources (e.g., paralegal, the police lieutenant, and the Assistant Town Attorney (among others) would be freed up to perform appropriately complex, executive-function work), 2) legal risk involved in manual work across hundreds of documents, and 3) ultimately the legal risks of failure to comply with state law.
- ✓ The software can be used for discovery in litigation as well, which, while not needed often, is extremely time-consuming and challenging when it does occur.

Cons:

- ✓ Adding software has a cost of \$28,620 per year.

Possible Alternatives.

Alternatives to purchasing the Logikcull software include:

- Not purchasing software and continuing manual record production
- Not purchasing Logikcull and directing staff to try and find different software

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

Fiscal impact for this item will include \$28,620 per year for the life of this 3-year contract.

Staff Impact.

The staff impact of this item will be most keenly felt in the Legal Department, but will benefit other departments as well. **First**, as to the Legal Department, we estimate that software to process records requests will save, approximately 600 hours per year. The hours saved are saved, mostly, by reducing low-complexity, high-automation work (i.e., manually redacting phrases, words from documents; email communications; and document preparation) and investing it in high-complexity work (it is anticipated that the newly available paralegal hours will be redirected to areas of need that are shared between the Legal and Town Manager Departments involving contracts and compliance).

Second, efficiency will be gained in the Police, Clerk, and Planning Department, as the departments with the highest records request investment, and the other departments to a lesser degree. The support and management staff of these departments also contribute significant time and resources to record request and production. In the Police Department alone, for example, it is estimated that 35-40% of one FTE Information Coordinator is dedicated to public records requests. The automation of redacting personal information from police reports will add efficiency to the Police Department this staff so time can be used elsewhere.

Attachments or Links.

- Logikcull Terms of Service
- Logikcull Subscription Order

Suggested Motion.

I move to conditionally approve the Terms of Service and Subscription Order contracts with Logik Systems, Inc., *dba Logikcull*.

Logikcull

SAAS TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY (A) ENTERING INTO AN ORDER FORM WITH LOGIKCULL, AN AFFILIATE OF LOGIKCULL, OR AN AUTHORIZED RESELLER OF LOGIKCULL; (B) CLICKING TO ACCEPT OR AGREE WHERE SUCH OPTION IS MADE AVAILABLE TO CUSTOMER, OR (C) ACTUALLY USING OR ACCESSING THE SERVICE (THE "EFFECTIVE DATE").

These Terms of Service constitute an agreement (the "Agreement") by and between Logik Systems, Inc. ("Logikcull") and the Town of Jackson, Wyoming, a duly constituted Wyoming municipal corporation, ("Customer") agreeing to this Agreement. Logikcull and Customer may be referred to individually as a "Party" and collectively as "Parties." This Agreement is effective as of the Effective Date. Customer's use of and Logikcull's provision of the Service (as defined below in Section 1) are governed by this Agreement.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement:

- a. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. "Documentation" means Logikcull's standard information related to use of the Service, which can be found at <https://revealdata.com/documentation>.
- c. "Feedback" means any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.
- d. "Hosted Data" means all information, documents, images, files or materials uploaded, created, modified, or stored in the Service by Customer or Customer's Users.
- e. "Order Form" means the document, whether written or electronic, setting forth the fees and other terms related to Customer's purchase of the right to use the Service, and which is governed by these Terms of Service.
- f. "Privacy Policy" means Logikcull's Privacy Policy found at <https://www.revealdata.com/privacy-policy> which is incorporated into this Agreement.
- g. "Service" means the hosted eDiscovery and document management solution for online storage, sharing and processing of files, documents, materials, images, videos, or other content, including all updates, modifications, and enhancements thereto, as made generally available by Logikcull to its customers.

- h. “Site” means Logikcull’s web site located at <https://www.app.logikcull.com> or as otherwise provided to Customer by Logikcull.
- i. “User” means any individual who uses the Service on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2. ACCESS AND USE OF THE SERVICE

- a. Provision of Access. Subject to and conditioned on Customer’s payment of fees and compliance with all the terms and conditions of this Agreement, Logikcull hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the Term, solely for use by Users in accordance with the terms and conditions of this Agreement. Such use is limited to Customer’s internal use. Logikcull shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Service. A User’s access to and use of the Service signifies their acceptance of Logikcull’s service terms and obligations as detailed in this Agreement. Customer will ensure its Users comply with the terms of this Agreement. Customer will be liable for all acts and omissions of its Users, including but not limited to any fees or expenses incurred through a User’s use and access to the Service.
- b. Documentation. Customer may access, reproduce, and use the Documentation solely as necessary to support Users’ use of the Service.
- c. System Requirements. A stable internet connection and modern, generally commercially available browser such as Firefox or Google Chrome is required to access and use the Service. The Service may work in a limited manner on other web browsers, but the Service is designed for use on modern browsers. For a list of currently supported browsers see the Documentation.
- d. Updates; Modifications. Logikcull reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time; provided Logikcull will not make any such change in a way that materially diminishes the functionality of the Service without providing reasonable notice to Customer.
- e. Suspension of the Service. Without limiting Logikcull’s termination rights herein, Logikcull reserves the right, at any time, with or without notice in Logikcull’s sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) scheduled or unscheduled maintenance; (b) maintaining the security or integrity of Logikcull’s network, hardware, or associated systems or those of Logikcull third party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; (e) the actual or suspected violation of this Agreement by Customer or any of its Users; (f) any failure by Customer to pay an invoice when due; (g) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Logikcull to do so; or (h) the expiration or termination of this Agreement. Logikcull will use reasonable efforts to notify Customer of any scheduled and unscheduled maintenance. Logikcull

will not be liable for any suspension or disablement of the Service that occurs pursuant to this Section 2.e.

3. CUSTOMER RESPONSIBILITIES & RESTRICTIONS.

- a. General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement or applicable law. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Service and shall cause Users to comply with such provisions.
- b. Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; (v) use the Service in a manner that compromises the integrity of Service or the confidentiality of other users of the Service; and (vi) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- c. Notification of Unauthorized Use. Customer will immediately notify Logikcull of any actual or threatened unauthorized use of or access to the Service or Customer's Hosted Data that comes to Customer or a User's attention. In the event of any such unauthorized use, Customer will take all steps necessary to terminate such unauthorized use or threatened activity and to mitigate its effects. Additionally, Customer will provide Logikcull with such cooperation and assistance related to any such unauthorized use as Logikcull may reasonably request. Notification of such unauthorized use or other security concerns should be reported to Logikcull at security@revealdata.com.

4. HOSTED DATA.

- a. Ownership of Hosted Data. Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Hosted Data. Customer grants Logikcull a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Hosted Data and perform all acts with respect to the Hosted Data as may be necessary for Logikcull, Logikcull's personnel, and Logikcull's authorized third parties to provide the Service within the scope of this Agreement, including, but not limited to, maintenance of the Service and Customer's account,

improving search and tagging functions with Customer's account, and supporting the integrity of the Service and data processing systems. Customer hereby irrevocably grants all such rights and permissions in or relating to Hosted Data as are necessary or useful for Logikcull in the provision of the Service within the scope of this Agreement.

- b. Customer Responsibility. Customer shall retain sole responsibility for: (a) all Hosted Data, including its content and use; (b) all information, instructions, and materials provided by Customer or any User in connection with the Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer's and its Users' account access credentials; and (e) all access to and use of the Service directly or indirectly by or through the Customer systems or Customer and Users' account access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Logikcull will have no responsibility or liability for the accuracy of data uploaded to the Service by Customer, including without limitation Hosted Data.
- c. Customer Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all account access credentials and protect against any unauthorized access to or use of the Service; and (b) control the content and use of Hosted Data, including the uploading or other provision of Hosted Data for processing by the Service.
- d. Data Privacy and Security. This Agreement and use of the Service and Site are subject to the Privacy Policy. The Privacy Policy applies only to the Service and Site and does not apply to any third-party website or service linked to the Service. Logikcull shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Hosted Data, including encryption of Hosted Data at rest and in internet transmission (using TLS or similar technologies). Except otherwise set forth in this Agreement, Logikcull shall not disclose Hosted Data to any third-party for any purpose other than to provide the Service, support, or related services to Customer.
- e. Processing of Hosted Data. Customer understands and acknowledges that it may submit, upload, or process through the Service a variety of different data types, and any such data may have existing encryption, or automatic image conversion issues. As a result of these pre-existing issues, there may be times when: (a) Hosted Data cannot be extracted and processed; (b) a certain amount of Hosted Data may not be suitable or available for extraction from text, metadata, or other information; or (c) file images may not correctly format when image files are created from native documents for purposes of review or production (collectively, "Exception" or "Exceptions"). Such Exceptions may limit the function of any searching, filtering, or other analysis of the Hosted Data within the Service. Additionally, Customer understands that in processing data there are times data is lost or damaged. Customer will be responsible for and shall maintain adequate back-up and

archival copies of all Hosted Data. Logikcull shall bear no liability with respect to any Hosted Data that is lost or damaged as a result of the processing of Hosted Data.

- f. Aggregated Statistics. While providing the Service, Logikcull may monitor Customer's use of the Service and collect and compile statistical data and performance information, analytics, metadata, or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including Customer's use of the Service ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Logikcull. Aggregated Statistics will not include any Hosted Data. Nothing in this Agreement shall restrict Logikcull's right to collect Aggregated Statistics or to use it for any internal business purpose, or in the manner permitted under applicable U.S. law; provided that such Aggregated Statistics do not identify Customer, Users, or Customer's Confidential Information.

5. INTELLECTUAL PROPERTY; FEEDBACK.

- a. Ownership. Logikcull owns all right, title, and interest in and to the Service and the Site (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service), Logikcull's Confidential Information, and the Feedback including all intellectual property rights contained therein. Except for the express rights granted in Section 2, no other licenses or rights are granted by Logikcull, by implication, estoppel or otherwise, and all rights not expressly granted herein are reserved. Customer may not modify, publish, transmit, reproduce, create derivative works or improvements from, distribute, display, incorporate into another web site, or in any other way exploit the Service or the Site, in whole or in part, without prior written permission from Logikcull.
- b. Feedback. Customer grants to Logikcull and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Service the Feedback.
- c. Trademarks. The Service and Site contain valuable trademarks owned and used by Logikcull to distinguish Logikcull services from those of others. The Service and Site may also contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with permission of their respective owners. Logikcull does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing in the Service or Site. Customer will not use or display Logikcull's trademarks without Logikcull's prior written consent.

6. CONFIDENTIALITY.

- a. Confidential Information. "Confidential Information" shall include information and materials as set forth in Wyo. Stat. § 16-2-201 *et. seq.*
- b. Confidentiality Obligations. Both Parties agree to hold Confidential Information in confidence and protect such Confidential Information in strict conformity with applicable law.

- c. Compelled Disclosures. Notwithstanding the foregoing, the Parties reserve the right to disclose Confidential Information in response to an order of a court or other governmental body of competent authority or as otherwise required by law or regulation to be disclosed (“Compelled Disclosure”), provided that, each will use reasonable efforts to provide the other with prior notice (to the extent legally permitted) in order to afford that Party an opportunity to seek a protective order or otherwise challenge the Compelled Disclosure. Each Party is responsible for any expenses incurred in seeking to prevent a Compelled Disclosure. After provision of such prior notice, the notifying Party will not be liable if the other complies with the disclosure after giving them a reasonable amount of time to respond.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

- a. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself or its Users to or through the Service; and (c) the information Customer provides in registering for the Service is accurate, complete, and the Customer has the right to use and disclose such information to Logikcull.
- b. From Logikcull. Logikcull warrants that during Term (a) Logikcull will not materially decrease the overall security of the Service, and (b) the Service will perform in accordance with the terms of this Agreement. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” section below.
- c. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND SITE ARE PROVIDED TO CUSTOMER ON AN “AS IS” AND “AS AVAILABLE” BASIS. LOGIKCULL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. LOGIKCULL DOES NOT WARRANT THAT THE SERVICE AND SITE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND LOGIKCULL EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS ARE STRICTLY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. MOREOVER, GIVEN THE NUMBER OF VARIABLES INVOLVED LOGIKCULL DOES NOT WARRANT A GUARANTEED SPEED FOR DATA PROCESSING OR LENGTH OF SERVICE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT LOGIKCULL WILL HAVE NO LIABILITY OF ANY KIND

WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF CUSTOMER HOSTED DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO CUSTOMER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

8. LIMITATION OF LIABILITY.

- a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES, AND EACH OF THEIR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (COLLECTIVELY, "LOGIKCULL PARTIES") SHALL NOT BE LIABLE TO EACH OTHER, THEIR USERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, CLIENTS, OR ANY PARTY CLAIMING THROUGH CUSTOMER (COLLECTIVELY, "CUSTOMER PARTIES") FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR GOODWILL, INTERRUPTION OR LOSE OF USE OF THE SERVICE; OR (B) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCURRED UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES MAXIMUM COLLECTIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT TO EACH OTHER SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO LOGIKCULL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER ARISING UNDER OR RELATED TO A CLAIM OF BREACH OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- c. ANY CLAIM BY ONE PARTY AGAINST THE OTHER RELATED TO THIS AGREEMENT OR THE SERVICE AND SITE MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE IN WHICH THE CLAIM FIRST COULD BE FILED. IF IT IS NOT, THEN THAT CLAIM IS PERMANENTLY BARRED.

9. INDEMNIFICATION.

- a. Indemnification by Customer. Customer will defend, indemnify and hold Logikcull, its affiliates and licensors, and Logikcull's respective employees, officers, directors, and representatives harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys'

fees) relating to or arising from (a) the Hosted Data, including any processing of the Hosted Data by or on behalf of Logikcull in accordance with this Agreement; (b) Customer's or Customer's Users' use of the Service or Site; or (c) any violation by Customer or Customer's Users of this Agreement, or applicable laws. Logikcull will provide Customer with notice of such claim and Logikcull reserves the right to assume sole control of the defense.

- b. Indemnification by Logikcull. Logikcull will indemnify, defend, and hold harmless Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Logikcull in writing of, a Claim Against Customer, provided Customer (i) promptly gives Logikcull written notice of the Claim Against Customer, (ii) gives Logikcull sole control of the defense and settlement of the Claim Against Customer, and (iii) gives Logikcull all reasonable assistance, at Logikcull's expense. If Logikcull receives information about an infringement or misappropriation claim related to the Service, Logikcull may in its discretion and at no cost to Customer (A) modify the applicable Product so that it is no longer claimed to infringe or misappropriate, without breaching Logikcull's warranties under "Logikcull Warranties" above, (B) obtain a license for Customer's continued use of that Product in accordance with this Agreement, or (C) terminate Customer's subscriptions for that Product upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the Term. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Product is the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the applicable Product or any part thereof with software, hardware, data, or processes not provided by Logikcull, if the Product or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from a Product under an Order Form for which there is no charge (for example, during a free proof of concept / trial period or similar unpaid engagement (each, a "Trial Period")); (4) if the alleged infringement arises from third-party materials or data; (5) if the alleged infringement arises from a modification of the materials other than by or on behalf of Logikcull; (6) if the alleged infringement arises from a failure to timely implement modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Logikcull; or (7) a Claim Against Customer arises from a Customer's breach of this Agreement or the Documentation.
- c. Exclusive Remedy. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. TERM AND TERMINATION.

- a. Term. This Agreement will remain in effect until the term of any subscription as set forth in an Order Form concludes, or if this Agreement is terminated by either Customer or Logikcull as set out below ("Term").

- b. Termination.
- i. Either Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
 - ii. Customer may terminate this Agreement without cause if Customer provides 90 days' written notice in advance of the expiration of the applicable Term of Customer's intention not to renew the Subscriptions set forth herein.
 - iii. If this Agreement is terminated by Customer for cause in accordance with Section 10.b.i, Customer shall be entitled to a refund of any prepaid fees covering the remainder of the Term after the effective date of termination. If this Agreement is terminated by Logikcull in accordance with the Section 10.b.i., Customer will pay any unpaid fees covering the remainder of the term. In no event will termination relieve Customer of its obligation to pay any fees payable to Logikcull for the period prior to the effective date of termination.
 - iv. Non-appropriation: The Parties hereto acknowledge that the Town of Jackson is a governmental entity subject to certain budgetary constraints and agree that, in the event funding for the applicable Order Form is not appropriated in the budget for the fiscal year beginning July 1, 2025, or any subsequent fiscal year, this Agreement immediately terminates the applicable Order Form and the parties obligations shall cease.
- c. Export and Destruction of Hosted Data. During the Term, and so long as Customer is in compliance with the terms and conditions of this Agreement, Customer will have the ability to export or retrieve Hosted Data from the Service at any time, and Logikcull will make Hosted Data available to Customer for export or download for up to thirty (30) days after expiration of the Agreement. After such 30-day period, Logikcull will have no obligation to maintain or provide any Hosted Data and will thereafter delete or destroy all copies of Hosted Data in its systems or otherwise in its possession or control, unless legally prohibited. Customer acknowledges that the Service is not intended to be utilized as a document or file storage system for record retention purposes, and it is the Customer's sole responsibility to ensure it maintains a separate system to retain the Hosted Data as required under its own internal record retention policies or as required under applicable law relating to record retention.
- d. Survival. Sections 4.a., 4.f., 5, 6, 7, 8, 9, 10.c., 11, and 13 shall survive the termination or expiration of this Agreement.

11. PAYMENT OF FEES.

- a. Pricing. Customer agrees to pay all fees as agreed between Logikcull and Customer pursuant to the applicable Order Form, incurred in connection with its account. Fees will be invoiced annually. Customer may upgrade its subscription to the Service, if such upgrades are available, at any time to accommodate additional requirements. If Customer chooses to upgrade, any existing fees arrangement will be terminated and replaced by a new fee's arrangement reflecting the upgrades.

- b. Payment Terms. Payment of fees shall be paid pursuant to the terms of the applicable Order Form. All payments are due within thirty (30) days of receipt of invoice. If payment is not received within seventy-five (75) days of receipt of invoice Logikcull reserves the right to suspend the Service until Logikcull receives and processes all payments. If payment is not received at the end of one hundred and five (105) days from the billing date, Logikcull reserves the right to terminate this Agreement and delete all Hosted Data. Alternatively, at Logikcull's sole discretion, in the event that payment is late, Logikcull reserves the right to charge interest at the rate of three percent (3%) per month, calculated from the payment due date until the date that full payment is received.
- c. No Refunds. Except as detailed in Section 10b.i, all fees associated with the Service are non-refundable. Customer understands and acknowledges that no credits, refunds or prorated discounts will be issued for unused amounts — even if prepaid via a subscription plan.

12. SUPPORT/MAINTENANCE/AVAILABILITY OF SERVICE.

- a. Interruptions of data processing and access may occur due to planned or emergency maintenance and repair by Logikcull, or due to a Force Majeure Event (as defined in Section 13.b). Under no circumstances will Logikcull be held liable for any financial or other damages due to such interruptions. To the extent the provision of technical or customer support is required, Customer is advised that Logikcull and its Affiliates use a follow-the-sun support model, with support personnel located in the United States, United Kingdom, Europe, Canada, Australia, and India.

13. GENERAL.

- a. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the courts located within Teton County, Wyoming.
- b. Technology Export. Customer agrees that it will not export or re-export any Product without the appropriate United States or foreign government license or permits. Nothing in the section shall be deemed to grant any implied license to Customer that is not expressly set forth in this Agreement.
- c. Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement.
- d. Force Majeure. Logikcull will not be liable for any delay or failure to perform under this Agreement due to circumstances beyond Logikcull's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within Logikcull's possession or reasonable control, and denial of service attacks ("Force Majeure Event").
- f. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Logikcull and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between Customer and Logikcull relating to the subject matter of this Agreement

and all past dealing or industry custom. In the event of any conflict between this Agreement and any of Logikcull's policies posted online, including without limitation the Privacy Policy or a Data Processing Addendum, if applicable, the terms of this Agreement will govern.

- g. Notices; Electronic Communications. Each Party may send notices pursuant to this Agreement to the below email contact points, and such notices will be deemed received 24 hours after they are sent:
Logikcull: notices@revealdata.com
Customer: tojlegal@jacksonwy.gov.
- h. Assignment. Customer may not assign this Agreement in whole or in part, by operation of law or otherwise, and any attempt to do so will be null and void. This Agreement shall be binding upon and shall inure to the benefit of Customer and Logikcull's successors and assigns. Logikcull may assign its rights, without such consent of Customer to (a) one or more of its Affiliates, or (b) an entity that acquires all or substantially all of the business or assets of Logikcull to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Logikcull will provide notice to Customer of such assignment within a commercially reasonable period of time.
- i. Waiver. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- j. Independent Contractors. The Parties are independent contractors and shall so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.
- k. Third-Party Software. Any use of or access to third-party software shall be subject to the license terms and conditions of such third-party software.
- l. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.
- m. Amendment. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties .
- o. Governmental Immunity. Notwithstanding anything contrary herein, Customer does not waive its immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

This Agreement is executed as of the date of the last signature below.

Logikcull: Logik Systems, Inc.

Sign: _____

Name: _____

Title: _____

Date: _____

Customer: Town of Jackson, Wyoming

Sign: _____

Name: Arne Jorgensen

Title: Mayor

Date: _____

ATTEST:

Riley Hovorka, Town Clerk



Logikcull Subscription Order

Customer: Town of Jackson

Address: 150 E Pearl Ave Jackson, Wyoming 83001, United States [Mailing Address: PO Box 1687 Jackson, WY 83001]

**Primary
Account Holder**

Name: Brooke Avery
Email Address: BAvery@jacksonwy.gov

Service Terms

- Logikcull Discovery Solution: drag & drop collection & ingestion, automated processing, ECA & review platform, search capability, unlimited productions & exports
 - **Unlimited** Users
 - **Unlimited** Matters
 - **75 GB** of re-usable Active Storage data space
- Premium in-app support with 24/7 coverage

Annual: \$28,620

Contract Terms

- Contract Term: 04/01/2025 – 03/31/2028
- Renewal Date: 04/01/2028
- This Order Form is for a 3-year term ("Initial Term") and shall renew automatically for successive 3-year terms (each a "Renewal Term") unless terminated in accordance with Section 10, Term and Termination, of the SaaS Terms of Service . Fees for each Renewal Term shall be subject to a 6% increase to the annual fee of \$28,620.
- Non-appropriation: The Parties hereto acknowledge that the Town of Jackson is a governmental entity subject to certain budgetary constraints and agree that, in the event funding for this Order Form is not appropriated in the budget for the fiscal year beginning July 1, 2025, or any subsequent fiscal year, the Town of Jackson may immediately terminate this Order Form and the parties obligations shall cease.
- Payment Terms: Annual, Due Upon Receipt of Invoice
- Payment Method: Credit Card, Wire, or ACH
- Data (GB) size is based on the post-processed, post de-duplicated high watermark data size.
- Flex Usage for Active Storage over 75 GB will be invoiced at \$35 per GB per month, or Customer can elect to increase capacity in discounted bulk data packages.
- Governed by the Terms of Service Agreement between the Town and Logikcull effective July 1, 2025.

Customer:

Sign:

Name:

Arne Jorgensen

Title:

Mayor

ATTESTATION

Sign:

Name:

Riley Hovorka

Title:

Town Clerk

Date:	
-------	--

Logik Systems, Inc.:	
Sign:	
Name:	
Title:	
Date:	

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Termination Option Agreement, Sagebrush Apartments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review a document terminating the option agreement it entered into for Sagebrush Apartments.

Requested Action.

Staff request the Council review the document.

Recommendations.

Staff recommend the Council approve the document and affirmatively terminate the option agreement.

Background.

In 2022 the Town required a Notice of Default, Right to Cure & Option Agreement to be entered into by the developers of Sagebrush Apartments. It was the result of concerns raised by the Town about the Housing and Urban Department ("HUD") financing used to develop the Sagebrush Apartments project and the fact that the HUD loan was going to be recorded against the property *prior* to the workforce deed restrictions. In summary, this Agreement gave the Town the right to cure any defaults under Sagebrush's loan agreement if Sagebrush failed to cure those defaults, thus ensuring the Town had an option to make payments on the property in the event of a continued default.

Analysis & Key Policy Questions.

The Notice of Default, Right to Cure & Option Agreement terminates pursuant to any one of 5 events:

1. Assignment
2. Foreclosure or deed in lieu
3. Transfer of the property to the Town
4. Transfer to an eligible mortgagor
5. Payoff of the note

The event relevant in this situation is that Sagebrush is selling the property to an eligible mortgagor, Sagebrush Jackson, LLC. Even though the terms of the Notice of Default, Right to Cure & Option Agreement provide that it automatically terminates upon the property's transfer and assumption of the loan, to ensure a smooth transfer process, this termination was requested so it could be filed with the attached Termination and Release of Notice of Default, Right to Cure & Option Agreement.

Possible Alternatives.

The Council could not execute the Termination and Release of Notice of Default, Right to Cure & Option Agreement.

Comprehensive Plan & Priority Alignment.

Not applicable.

Fiscal Impact.

None.

Staff Impact.

The staff impact of this item was minimal, requiring approximately 1.5 hours of the Town Attorney's time to review the history of Sagebrush, review the existing agreement, review the proposed Termination and Release of Notice of Default, Right to Cure & Option Agreement, communicate with Sagebrush Investors, LLC's attorney, and draft the staff report.

Attachments or Links.

Termination and Release of Notice of Default, Right to Cure & Option Agreement.

Suggested

I move to approve the Termination and Release of Notice of Default, Right to Cure & Option Agreement, subject to minor changes by staff.

Motion.

After Recording, Return To:
Sagebrush Investors, LLC
Attn: Brad Lacour
5950 Sherry Lane, Suite 550
Dallas, TX 75225

TERMINATION AND RELEASE OF NOTICE OF DEFAULT, RIGHT TO CURE & OPTION AGREEMENT

This TERMINATION AND RELEASE OF NOTICE OR DEFAULT, RIGHT TO CURE & OPTION AGREEMENT (the "Termination") is made and entered into this ____ day of _____, 2025, to be effective _____ (the "Effective Date"), by and between Sagebrush Investors, LLC, a Delaware limited liability company ("Sagebrush"), the Town of Jackson, a Municipal Corporation of the State of Wyoming ("Town"), and Midland States Bank, an Illinois banking corporation, by assignment from Love Funding Corporation, a Virginia corporation ("LFC"), recorded August 16, 2022, as instrument 1044626, Official Records ("Midland") (hereinafter collectively, "Parties," and each individually, "Party").

RECITALS

WHEREAS, the Parties entered into a Notice of Default, Right to Cure & Option Agreement (the "Option Agreement") dated May 6, 2022, recorded May 27, 2022, with the Teton County Clerk as Document Number 1039210 which encumbered real property located at 550 W. Broadway Avenue, Jackson Wyoming 83001 as more particularly described in Exhibit "A" attached hereto ("Property"), which Property contains the Sagebrush Apartments (FHA Project No. 10935099) (the "Project"). LFC, as an FHA Lender, provided a loan to Sagebrush which is insured by the U.S. Department of Housing and Urban Development ("HUD") which loan was assigned to Midland (the "Loan").

WHEREAS, on the Effective Date, Sagebrush Jackson, L.L.C., a Delaware limited liability company ("Purchaser") purchased the Property from Sagebrush, pursuant to the terms of that certain Purchase and Sale Agreement dated as of May 3, 2024 (as amended from time to time, the "Purchase Agreement"). In connection with the purchase and sale of the Project, Purchaser and Sagebrush completed a Transfer of Physical Assets ("TPA") and assumption of the Loan for which the Town provided its written approval.

WHEREAS, the Option Agreement provides that it shall automatically terminate upon the transfer of the Project to an eligible mortgagor in the case of a TPA and assumption of the Loan. Notwithstanding that the Option Agreement terminates automatically, the Parties are recording this Termination in the Teton County Clerk's office of land records.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms, mutual covenants, promises, representations and warranties set forth herein and in the Option Agreement, the Parties agree that:

1. The Option Agreement is hereby terminated as of the Effective Date, and the Parties hereby release each other and the Project and the Property from any and all requirements, obligations, terms and provisions of the Option Agreement.

2. This Termination shall be binding upon and inure to the benefit of the heirs, successors, legal representative and assigns of the Parties.

3. This Termination may be executed in counterpart originals which shall collectively be considered to have the same effect as a single original instrument.

[SIGNATURES ON THE FOLLOWING THREE PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Termination on the date first set forth hereinbelow.

SAGEBRUSH INVESTORS, LLC,
a Delaware limited liability company

By: Trident Partners, LLC,
a Delaware limited liability company, as Manager

By: _____
John P. Shelton, Jr., CEO

Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by John P. Shelton, Jr., CEO of Trident Partners, LLC, Manager of Sagebrush Investors, LLC, a Delaware limited liability company, on behalf of said company.

STAMP NAME AND DATE OF
EXPIRATION OF
COMMISSION BELOW:

NOTARY PUBLIC, STATE OF _____

TOWN OF JACKSON, STATE OF WYOMING,
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

Name: _____
Title: _____
Date: _____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2025, by _____, as Mayor of the Town of Jackson, Wyoming, and _____ as Town Clerk for the Town of Jackson, Wyoming, who are personally known to me or have each established their identity and authority to me by reasonable proof.

STAMP NAME AND DATE OF
EXPIRATION OF
COMMISSION BELOW:

NOTARY PUBLIC, STATE OF _____

MIDLAND STATES BANK,
an Illinois banking corporation

By: _____
Name: Rebecca Hayes
Title: Senior Operations Manager

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Rebecca Hayes, Senior Operations Manager of Midland States Bank, an Illinois banking corporation, on behalf of said entity.

STAMP NAME AND DATE OF
EXPIRATION OF
COMMISSION BELOW:

NOTARY PUBLIC, STATE OF _____

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land being a portion of the Sagebrush Investors, LLC parcel as described in that Warranty Deed recorded as document no. 0941091 in the Office of the Clerk of Teton County, Wyoming and lying within the NW1/4 NE1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the intersection of the north-south midsection line of said Section 33 with the southerly right-of-way line of U.S. Highway 26/89/189/191, being marked by a 2- 1/2" iron pipe with brass cap inscribed "RLS 164";

thence on said southerly right-of-way N46°28'46"E a distance of 200.28 feet to a reinforcing steel bar with aluminum cap inscribed "PLS 3831";

thence continuing on said right-of-way N46°28'46"E a distance of 202.10 feet to reinforcing steel bar with aluminum cap inscribed "PLS 3831";

thence continuing on said right-of-way N46°28'46"E a distance of 18.51 feet to the westerly boundary of floodway as defined according to a CLOMR submitted to FEMA and dated June 12, 2018, Case No. 18-08-0908C, and affecting FEMA map Number 56039C2907D;

thence on said westerly boundary the following 10 courses:

S12°40'56"E a distance of 40.03 feet;
thence S05°28'20"E a distance of 36.56 feet;
thence S18°59'56"E a distance of 52.48 feet;
thence S34°32'51"E a distance of 47.68 feet;
thence S20°54'53"E a distance of 46.56 feet;
thence S15°52'25"W a distance of 35.07 feet;
thence S21°51'12"W a distance of 60.72 feet;
thence S35°20'06"W a distance of 48.34 feet;
thence S76°15'59"W a distance of 34.71 feet;

thence S32°09'39"W a distance of 33.43 feet to the intersection with the easterly prolongation of a north line of Lot 1 of the Stone Addition to the Town of Jackson, Plat No. 818 as recorded in said Office of Teton County Clerk;

thence on said easterly prolongation, N89°07'32"W a distance of 90.08 feet to the most easterly corner of said Lot 1, to a reinforcing steel bar with aluminum cap inscribed "PE & LS 2612";

thence on the northerly boundary of said Lot 1, N89°07'32"W a distance of 50.67 feet to a 2-1/2" iron pipe with brass cap inscribed "RLS 164";

thence continuing N89°07'32"W a distance of 126.32 feet to a T-stake with 1" chromed cap inscribed "PE & LS 2612" on said north-south midsection line;

thence on said midsection line N00°20'51"E a distance of 79.98 feet to the POINT OF BEGINNING.

The basis of bearings for this description is N89°07'32"W, on the south line of said Sagebrush Investors, LLC parcel.

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	<i>E25-0028 – Teton County Landfill/Transfer Station – Request for Town Sewer Services and Connection and Use Agreement</i>	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request for sewer service by the Teton Conty School District ("Applicant" or "TCSD") for Teton County and their Integrated Solid Waste and Recycling Division for their Landfill/Transfer Station ("Connectee" or "TRANSFER STATION") for the existing transfer station located outside of the Town's corporate limits. The Applicant is requesting permission to connect the TRANSFER STATION to the TCSD's [Munger School] Wastewater Conveyance System which ultimately connects to the Town's sewer system.

Requested Action.

Town Council consideration of the TCSD/TRANSFER STATION's request for services and approval of the Connection and Use Agreement for Town Sewer Collection and Treatment services.

Recommendations.

Staff recommends approval of the TCSD/TRANSFER STATION's request for sewer collection and treatment services subject to the recommended conditions of approval and the Connection and Use Agreement.

Background.

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

TCSD's request for service is to approve the TRANSFER STATION as a connectee and customer of TCSD and subject to their Connection and Use Agreement. With this approval the TRANSFER STATION's CUA will be approved and this request will NOT return to Council.

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

PROPOSED DEVELOPMENT

The requested service area is located south of the Town of Jackson, outside the Town's corporate limits, and in Teton County at 5400 South Highway 89, and is the Teton County Landfill/Transfer Station. An existing leach field is proposed for abandonment and new sewer service is proposed to tie into the existing forcemain.

The request for service includes a bathroom at the Scale House and three bathrooms at the Transfer Building. The facilities currently serve about 22 employees. This approval is for 250 gallons per day, equivalent of 22 employees at 10 gpd/employee and 30 gallon from the floor drain.

The sewer services for this project will be pumped to the existing TCSD sewer forcemain on the east side of Highway 89, see Figure 1 for more details.

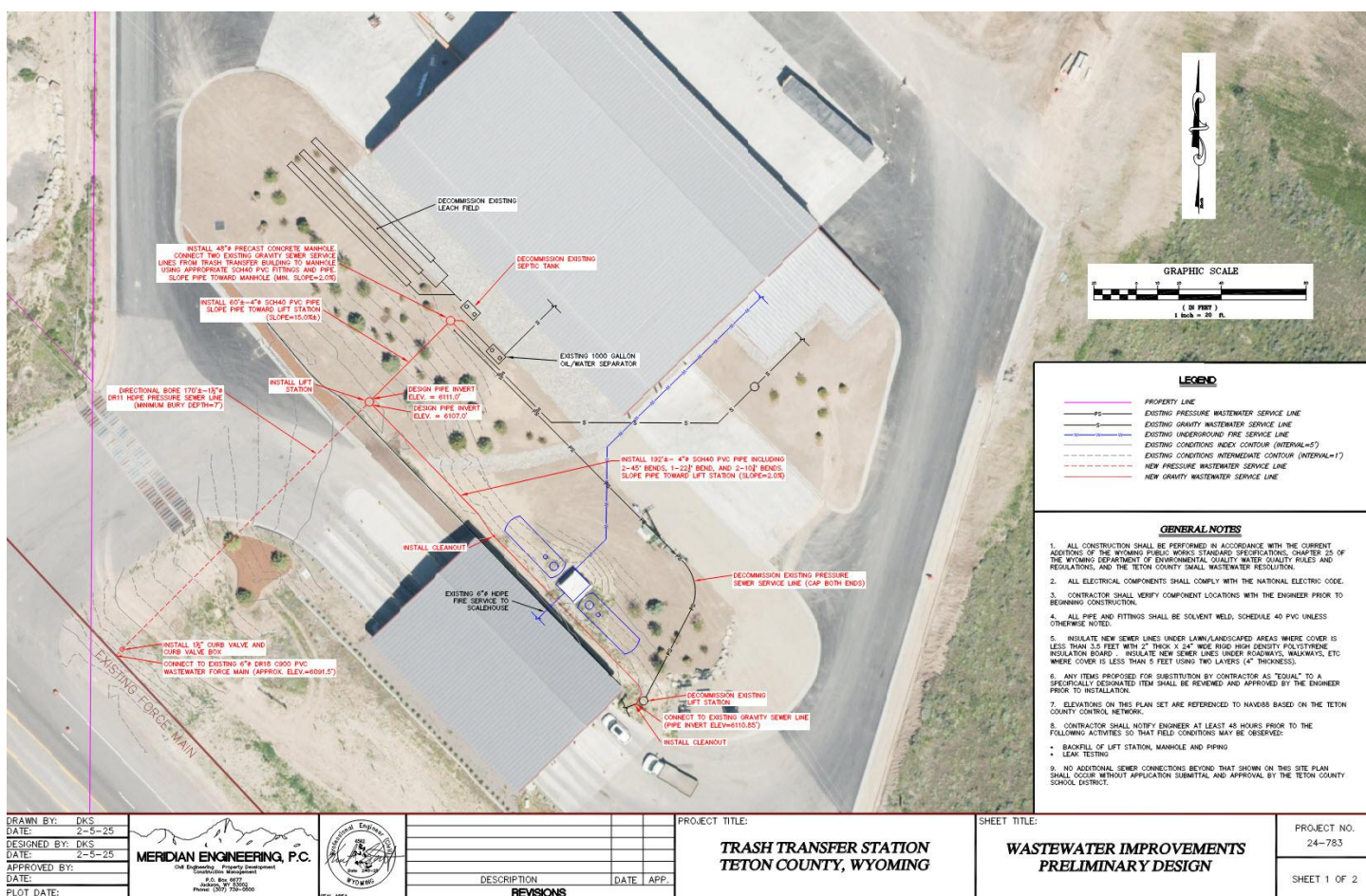


Figure 1 – Teton County Landfill/Transfer Station Sewer Connection Project

TOWN PROCESS FOR SEWER SERVICE REQUESTS - FOR CONNECTEES

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

Step 1: Request for Service

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

Step 2: Connection and Use Agreement

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

Step 3: Permits to Construct

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

Analysis & Key Policy Questions.

SEWER COLLECTION AND TREATMENT

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

CONSIDERATIONS

Staff has considered the following factors in recommending its approval:

- A. Existing Versus New Development
Staff finds that the proposed connection is for existing development.
- B. Expanded Service Area and Capacity Timeline
Staff finds that this request is from outside the Capacity Study area and will reduce the future capacity timeline for the treatment plant and other necessary upgrades.
- C. Zoning Consistent with Comprehensive Plan
Staff finds that the application complies with the Comprehensive Plan.
- D. Potential For Reduced Environmental Impact
Staff finds that the proposed connection will have a positive impact on water quality as the connection will convey wastewater to the Town’s treatment plant, rather than using an onsite treatment and septic system.
- E. Geographical Location
Staff finds that the proposed connection is a reasonable approach to TRANSFER STATION’s wastewater.
- F. Magnitude of the Request
Staff finds the magnitude of this request is minor relative to the capacity of the Town’s system.
- G. Costs To Upgrade and Impacted User Classes
Staff finds that the proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The new infrastructure will be designed, constructed, operated, and maintained by the TRANSFER STATION.

CONDITONS OF APPROVAL

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

- A. The approval is for existing governmental use with a maximum wastewater production of 250 gallons per day, or as determined by the Town Engineer and paid for by the connectee.
- B. The TRANSFER STATION shall be one connectee of the TCSD.
- C. All wastewater conveyed to the Town from the TRANSFER STATION shall be metered.
- D. A Connection and Use Agreement for Sewer Services shall be executed and recorded prior to issuance of the Town permit for connections in the county.
- E. Prior to construction of any infrastructure or service connecting to the Town systems and prior to connecting to any party already connected to Town systems, permits for the construction of said infrastructure must be issued by the Town.
- F. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town’s systems associated with services for the development, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$131.00 per hour, from the initial request through to final permitting, unless waived pursuant to Town policies.
- G. Applicant shall provide all exhibits necessary to complete the agreement.

- H. The existing First Amended and Fully Restated Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection dated March 20, 2023 must be notarized or attested to the satisfaction of the Teton County Clerk for recording. Coordinate with the Town Engineer for the original document.
- I. As proposed, part of the collection system is routed through a sand / oil separator. The Transfer Station must provide additional information on what wastewater this line collects, what the make up of the wastewater is, and prove to the Town's satisfaction that the Transfer Station is providing adequate pre-treatment. If no acceptable treatment is available, this part of the collection system shall not be allowed to connect to the ISWR wastewater collection system.

Possible Alternatives.

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

Comprehensive Plan & Priority Alignment.

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

Common Value #1 – Ecosystem Stewardship

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

Fiscal Impact.

Typically, the Town charges a \$100 application fee for single lot sewer service requests located in the County, a \$100 fee for a single lot agreement, and a \$131 per hour rate for staff time, as described in Condition of Approval F. This project qualifies for a fee waiver in accordance with the Town and County Cooperative Agreement for Payment of Fees For Publicly Sponsored or Co-Sponsored Projects dated February 2, 1998 and the motion provides for waiving of the fees.

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

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

USER RATES

When a connectee connects to the Town through an existing Town customer's system, the connectee is billed by the Town's customer and not by the Town directly.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 6 hours between Public Works, Legal, and Administration staff.

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

- CUA Agreement Drafting: 1-2 Hours for each Administration, Legal, and Public Works, for a total of ~6 hours.
- Agreement Finalization and Recording: 2 Hours for Public Works.

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

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

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

Attachments or Links.

1. Application Materials
2. Connection and Use Agreement

Suggested Motion.

I move to:

- 1) approve the Teton County School District's request to add the Teton County Landfill/Transfer Station to its service area for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; and
- 2) approve the Connection and Use Agreement and authorize the Mayor to execute the Agreement as approved by the Town Engineer and Town Attorney; and,
- 3) waive the application, permit, and processing fees for this application.

**WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN
THE TOWN OF JACKSON AND TETON COUNTY INTEGRATED SOLID WASTE AND RECYCLING**

This Wastewater Treatment Facilities Connection and Use Agreement (“**Agreement**”) is made between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (“**Utility**”) and Teton County Integrated Solid Waste and Recycling, an agency of the County of Teton, Wyoming, of 3270 S. Adams Canyon Road Jackson, WY 83001 (“**ISWR**”).

RECITALS

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

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

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

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

SW1/4NW1/4, SEC. 27, TWP. 40, RNG. 116 (LANDFILL/TRANSFER STATION)

with a street address of 5400 S Highway 89; PIDN: **22-40-16-27-2-00-001** (“**Property**”), upon which it is operates Teton County’s Waste Transfer Station; and

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

WHEREAS, on **May 5, 2025**, the Jackson Town Council voted to approve TCSD’s request for ISWR’s wastewater service from the Utility for about 22 employees and a floor drain with a maximum of 250 gallons per day and an average wastewater production of 150 gallons per day, and a maximum pump discharge rate of **XX** gallons per minute as set forth in Town of Jackson application E24-0028, (“**Approved Development**”), subject to conditions of approval, all of which is memorialized in the public record, to be connected to the Utility Wastewater System via the TCSD Wastewater Conveyance System.

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

1. Permission to Connect to the Utility Wastewater System.

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

2. Agreement to Treat Wastewater.

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

3. ISWR Responsibilities.

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

introduced to the wastewater system in accordance with Section 7 below. ISWR shall provide, operate, and maintain any necessary pre-treatment required to treat wastewater to the standards required by the Town.

4. Wastewater Rates, Charges, and Fees.

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

5. Design and Construction.

- A. ISWR shall employ a Wyoming licensed professional engineer for the design and permitting of the ISWR Wastewater System. The design must provide a wastewater meter on its force main. This meter may be used by the Utility, ISWR, or TCSD to verify wastewater volumes.
- B. The water supply to the Approved Development shall be master metered.
- C. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications.

Inspection reports and test results shall be submitted to the Utility weekly during construction and upon completion of construction, and prior to the Town Engineer's final inspection.

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

6. Inspections and Notifications.

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

7. Septic, Hazardous, and Unapproved Materials Prohibited.

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

8. ISWR Voluntary Termination.

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

9. Annexation.

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

10. Liability; Indemnifications.

- A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the ISWR Wastewater System.

- B. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to ISWR for any reason beyond control of the Utility, ISWR agrees that there shall be no responsibility or liability on the part of the Utility for failure to perform or provide such service.

11. Violation; Enforcement.

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

12. Notice.

Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

Town:

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

ISWR:

Teton County Integrated Solid Waste and Recycling
5400 S Highway 89
Jackson, WY 83001
Contact _____
Email: _____

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision.

13. Miscellaneous Provisions.

- A. *Entire Agreement; Amendment.* The parties agree that this Agreement, consisting of eight (8) pages, and Exhibit 1, consisting of _____, reflects the entire agreement between the parties as to the subject matter hereof and may be amended anytime by agreement of the Parties, which shall be effective when in writing and duly executed by both parties.
- B. *Waiver.* A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
- C. *Assignment.* This Agreement shall not be assigned or transferred.
- D. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon written agreement by the parties, or their heirs, legal representatives, and successors.
- E. *Recitals Part of Agreement.* The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- F. *Severability.* If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending

provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- G. *Additional Documents and Acts.* Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- H. *Recordation.* The parties agree that this Agreement shall be recorded in the land records of the Office of the Teton County Clerk, Teton County, Wyoming against each of the lots being served by the Utility. ISWR shall pay all recording fees.
- I. *Counterpart Signature; Electronic Signatures.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
- J. *No Third-Party Beneficiary.* This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
- K. *Governing Law, Jurisdiction, Construction.* This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- L. *Governmental Immunity and Limitations.* The parties hereto expressly reserve their immunity by entering into this Agreement. Each of them specifically retains all immunities and defenses available to them as governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Teton County,
A Duly Organized County of
of the State of Wyoming

BY: _____

DATE: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ and Maureen E. Murphy, as Chair,
Board of County Commissioners and Clerk of Teton County, respectively, this _____ day of
_____, 2025.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Arne Jorgensen, Mayor

DATE: _____

ATTEST: Riley Hovorka, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

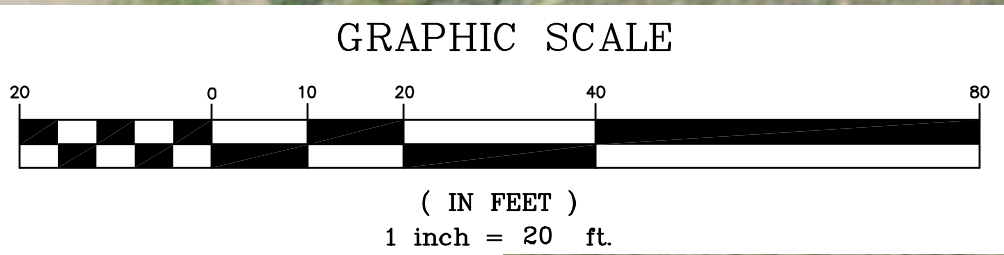
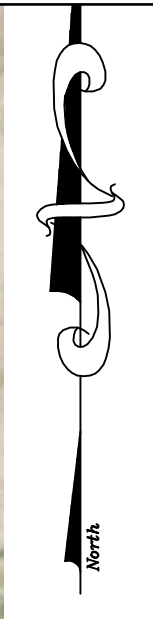
The foregoing instrument was acknowledged before me by Arne Jorgensen and Riley Hovorka, as the Mayor and Town Clerk, respectively, of the Town of Jackson this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

My commission Expires:

EXHIBIT 1 TO THE
CONNECTION AND USE
AGREEMENT
DRAFT

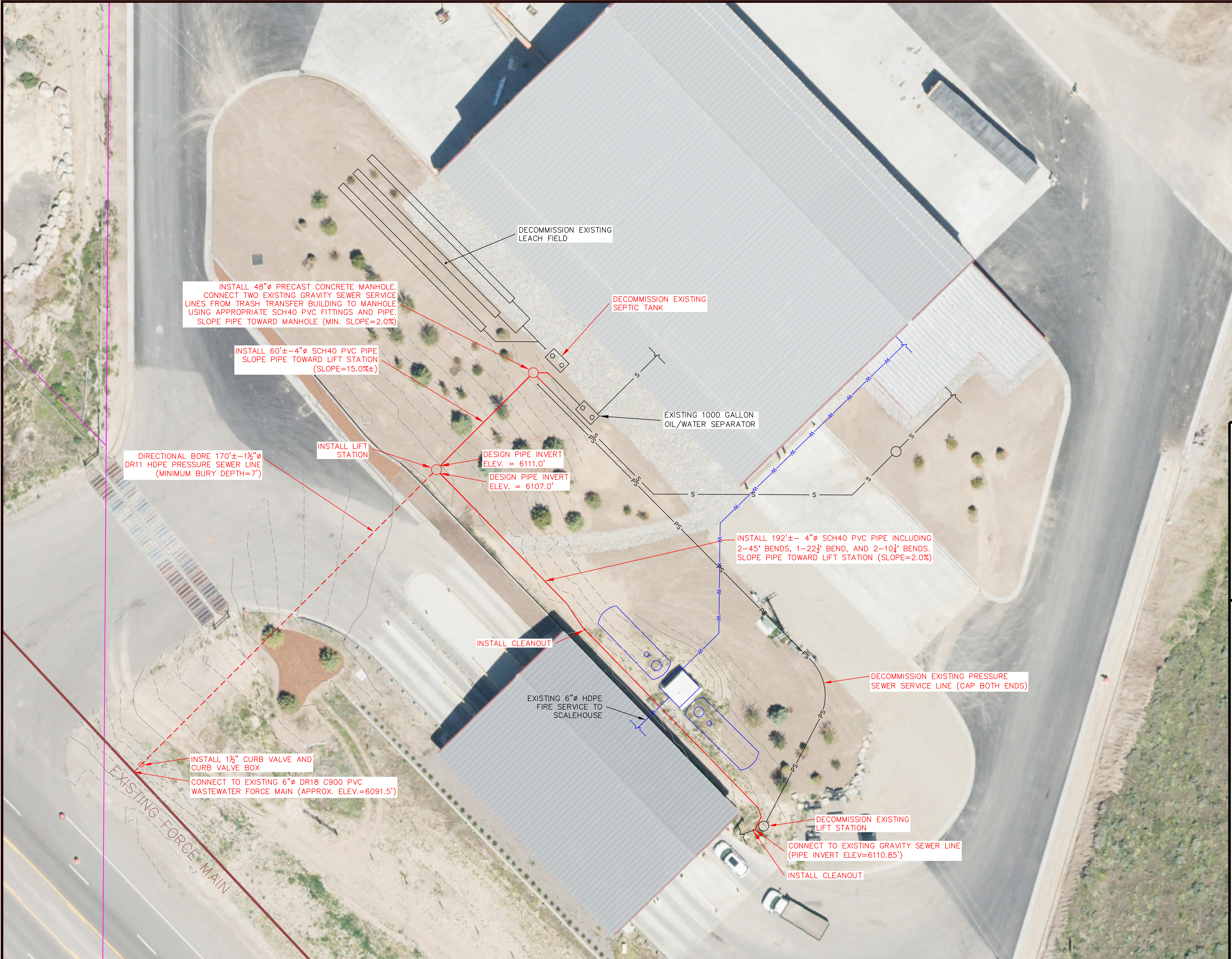


LEGEND

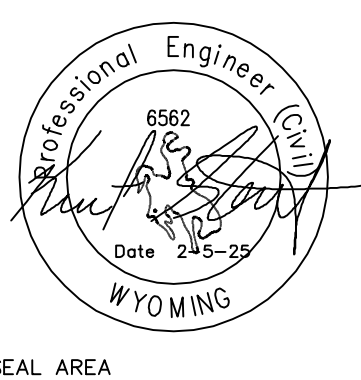
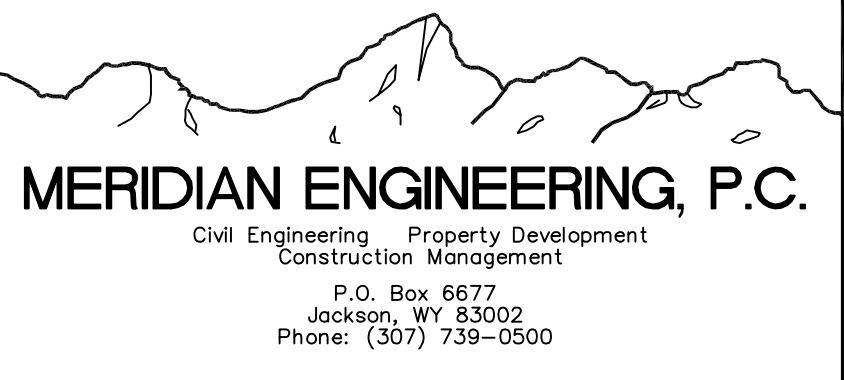
	PROPERTY LINE
	EXISTING PRESSURE WASTEWATER SERVICE LINE
	EXISTING GRAVITY WASTEWATER SERVICE LINE
	EXISTING UNDERGROUND FIRE SERVICE LINE
	EXISTING CONDITIONS INDEX CONTOUR (INTERVAL=5')
	EXISTING CONDITIONS INTERMEDIATE CONTOUR (INTERVAL=1')
	NEW PRESSURE WASTEWATER SERVICE LINE
	NEW GRAVITY WASTEWATER SERVICE LINE

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT ADDITIONS OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, CHAPTER 25 OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY WATER QUALITY RULES AND REGULATIONS, AND THE TETON COUNTY SMALL WASTEWATER RESOLUTION.
- ALL ELECTRICAL COMPONENTS SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE.
- CONTRACTOR SHALL VERIFY COMPONENT LOCATIONS WITH THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
- ALL PIPE AND FITTINGS SHALL BE SOLVENT WELD, SCHEDULE 40 PVC UNLESS OTHERWISE NOTED.
- INSULATE NEW SEWER LINES UNDER LAWN/LANDSCAPED AREAS WHERE COVER IS LESS THAN 3.5 FEET WITH 2" THICK X 24" WIDE RIGID HIGH DENSITY POLYSTYRENE INSULATION BOARD. . INSULATE NEW SEWER LINES UNDER ROADWAYS, WALKWAYS, ETC WHERE COVER IS LESS THAN 5 FEET USING TWO LAYERS (4" THICKNESS).
- ANY ITEMS PROPOSED FOR SUBSTITUTION BY CONTRACTOR AS "EQUAL" TO A SPECIFICALLY DESIGNATED ITEM SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
- ELEVATIONS ON THIS PLAN SET ARE REFERENCED TO NAVD88 BASED ON THE TETON COUNTY CONTROL NETWORK.
- CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST 48 HOURS PRIOR TO THE FOLLOWING ACTIVITIES SO THAT FIELD CONDITIONS MAY BE OBSERVED:
 - BACKFILL OF LIFT STATION, MANHOLE AND PIPING
 - LEAK TESTING
- NO ADDITIONAL SEWER CONNECTIONS BEYOND THAT SHOWN ON THIS SITE PLAN SHALL OCCUR WITHOUT APPLICATION SUBMITTAL AND APPROVAL BY THE TETON COUNTY SCHOOL DISTRICT.



DRAWN BY: DKS
DATE: 2-5-25
DESIGNED BY: DKS
DATE: 2-5-25
APPROVED BY:
DATE:
PLOT DATE:



DESCRIPTION	DATE	APP.
REVISIONS		

PROJECT TITLE:
**TRASH TRANSFER STATION
TETON COUNTY, WYOMING**

SHEET TITLE:
**WASTEWATER IMPROVEMENTS
PRELIMINARY DESIGN**

PROJECT NO.
24-783
SHEET 1 OF 2

FILE NAME: C:\Users\DKS\OneDrive\Documents\24-783\Drawings\TTS Wastewater Service Design 020525.dwg

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Regular Town Council – consent agenda
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	ARPA LG-1414 Grant Distribution Request #2 for Flat Creek Apartments	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council (“Council”) is requested to consider approval of a Grant Draft Request to receive the remaining \$314,065.83 of funds from the \$1.25 million ARPA LG-1414 Grant awarded to Town of Jackson for reimbursement of development costs at Flat Creek Apartments.

Requested Action.

Approval and signing of the ARPA LG-1414 Grant Draft Request.

Recommendations.

Staff recommend approval of the ARPA LG-1414 Grant Draft Request.

Background.

The American Rescue Plan Act (ARPA) allocates State and Local Fiscal Recovery Funds to states, territories, localities, and Tribal governments in response to impacts of the COVID-19 pandemic. ARPA funds are permitted to be used, among other uses, to respond to the public health and negative economic impacts of the pandemic, including for the development, repair, and operation of affordable housing.

August 2023: Jackson/Teton County Housing Department on behalf of the Town of Jackson and with support from Sustainable Strategies DC applied to the WY Office of State Lands and Investments for a \$1.25 million reimbursement of development costs at Flat Creek Apartments.

December 2023: WY State Lands and Investments Board approved Town of Jackson’s application.

August 2024: Construction completed at Flat Creek Apartments.

September 2024: First request for disbursement of funds from WY Office of State Lands and Investments approved for \$935,934.17.

February 10, 2025: \$935,934.17 in ARPA funds received by Town of Jackson and deposited in the Affordable Housing Fund.

Today: Second request for disbursement of funds from WY Office of State Lands and Investments for \$314,065.83.

December 31, 2026: Deadline to ensure that all grant funds are expended.

Analysis.

Since the development is complete and the Housing Department is in receipt of all invoices from general contractor GE Johnson, it is timely to submit this grant request to the WY Office of State Lands and Investments, receive remaining grant funds, and close this grant.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4). Strategy 5.4.S.6 says, “Continue to pursue State and Federal grants to fund the development of workforce housing.”

Fiscal Impact.

Total distribution of this grant will reimburse the Town of Jackson for \$1.25 million already paid toward development costs at Flat Creek Apartments.

Staff Impact.

Housing Staff dedicated significant time to application for and administration of this grant with support from Town Finance, Legal, and the Communication & Strategic Initiatives Department.

Attachments or Links.

1. Grant Draft Request and Supporting Documentation

Suggested Motion.

I move to approve and authorize the Mayor to sign the ARPA LG-1414 Grant Draft Request for \$314,065.83.

GRANT DRAFT REQUEST

TO: WYOMING STATE LOAN & INVESTMENT BOARD
OFFICE OF STATE LANDS & INVESTMENTS
122 WEST 25TH STREET, 3RD FLOOR WEST
HERSCHLER BUILDING
CHEYENNE, WYOMING 82002-0600

SLIB

100%

LOCAL

0%

REQUESTED BY: Town of Jackson

PROJECT DESCRIPTION: Flat Creek Apartments - Affordable Housing

Grant Draft Request #

2

SLIB Amount

SLIB Amount of Engineering

A. Amount of Previous Requests Approved

\$935,934.17

\$3,450.00

(List and Attach Invoices Separately)

Company Name	Invoice #	Purchase Order Date or Service Dates	Total Invoice	SLIB Amount	SLIB Amount of Engineering
GE Johnson Construction	2	2/28/2023	\$121,636.14	\$121,636.14	
GE Johnson Construction	3	3/31/2023	\$304,892.19	\$192,429.69	

Attach separate sheet if needed

B. Current Request for Payment

\$426,528.33

\$314,065.83

C. Total Funds Approved to Date (A+B)

\$1,250,000.00

\$3,450.00

Office Use Only

Prog. Manager / Designee Approval

Date

Date Range

to

\$

Reference Page(s)

Date Range

to

\$

Reference Page(s)

Engineering RECAP

Amount of Engineering Approved for Project:

\$250,000.00

Less Previously Requested

3,450.00

Less Current Request

Total Engineering Approved to Date

3,450.00

Balance of Engineering Undisbursed:

\$246,550.00

Funding RECAP

D. Amount of Funds Approved for Project

\$1,250,000.00

E. Less Funds Previously Requested (A)

\$935,934.17

F. Less Current Request (B)

\$314,065.83

G. Total Requests Approved to Date (E+F)

\$1,250,000.00

H. Balance of Grant Funds Undisbursed (D-G)

\$0

I hereby certify that the above requested funds by: Town of Jackson for the amount on Line B is a true and accurate request for funds from the WYOMING STATE LOAN & INVESTMENT BOARD. I certify, under penalty of perjury, that this voucher and the items included herein for payment are correct and just in all respects; and that this voucher is approved for payment.

NOTE: All Signatures Must be Original - Photocopy of facsimile Signatures are NOT Acceptable - Document will be Returned.

BY:

Name & Title

ATTEST:

Name & Title

Name of contact person for this Grant Draft Request:

Kristi Malone

Phone Number:

307-732-8571

E-mail Address:

kristi.malone@tetoncountyywy.gov

Revised 07/16

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE PAGES

TO OWNER: Flat Creek Apartments, LLC
c/o Blueline Development, Inc.
1004 South Avenue West
Missoula, Montana 59801

PROJECT: Flat Creek Workforce
Workforce Apartments

APPLICATION NO: 2

Distribution to:

FROM CONTRACTOR: G.E. Johnson Construction Wyoming, LLC
1110 Maple Way, Suite E, PO Box 377
Jackson, WY 83001

VIA ARCHITECT: Design Associates
130 West Broadway St.
Suite A.
Jackson, WY

PERIOD TO: 28-Feb-2023

PROJECT NOS: 20974

CONTRACT DATE: 22-Dec-2022

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	18,993,384.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	18,993,384.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	937,987.31
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	937,987.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	816,351.17
8. CURRENT PAYMENT DUE	\$	121,636.14
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	18,055,396.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G.E. Johnson Construction Wyoming, LLC

By: *[Signature]* Date: 02/23/2023

State of: Colorado County of: El Paso
Subscribed and sworn to before me this 23 day of Feb, 2023
Notary Public:
My Commission expires: 12/30/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . \$ 121,636.14

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: 130 West Broadway St.

By: *[Signature]* Date: 02.28.23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FRAUD WARNING- GE Johnson will **NEVER** send you a request to make changes to GE Johnson's payment methods or instructions, bank account information, or any related information that would involve a change to how GE Johnson accepts payments after payment terms for GE Johnson payment applications have been established. If you receive any such requests, whether by phone, email or letter, they should be **disregarded** as fraudulent unless you receive verbal confirmation from GE Johnson's Controller by calling the phone number listed on our public website and asking to speak with our Controller.

JULIE JOY DUSBABEK
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20214050111
My Commission Expires December 30, 2025

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 02/23/23

PERIOD TO: 02/28/23

GEJCC PROJECT NO: 20974

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C CHANGE ORDERS	C REVISED SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE BALANCE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
001	GENERAL CONDITIONS	\$945,144		945,144.00	12,144.00	16,834.62	-	28,978.62	3.07%	916,165.38	-
002	PROJECT REQUIREMENTS	\$442,342		442,342.00	824.23	3,815.33	-	4,639.56	1.05%	437,702.44	-
030	CONCRETE	\$691,285		691,285.00	0.00	-	-	0.00		691,285.00	-
031	GYPCRETE	\$126,310		126,310.00	0.00	-	-	0.00		126,310.00	-
040	MASONRY	\$29,879		29,879.00	0.00	-	-	0.00		29,879.00	-
050	STEEL	\$339,281		339,281.00	0.00	-	-	0.00		339,281.00	-
060	ROUGH CARPENTRY	\$52,135		52,135.00	0.00	-	-	0.00		52,135.00	-
061	SIDING	\$982,453		982,453.00	0.00	-	-	0.00		982,453.00	-
062	MILLWORK AND CASEWORK	\$586,586		586,586.00	0.00	-	-	0.00		586,586.00	-
070	WATERPROOF DAMPPROOF	\$23,160		23,160.00	0.00	-	-	0.00		23,160.00	-
071	INSULATION	\$124,891		124,891.00	0.00	-	-	0.00		124,891.00	-
073	ROOFING	\$405,014		405,014.00	0.00	-	-	0.00		405,014.00	-
080	DOORS/FRAMES/HARDWARE	\$342,055		342,055.00	0.00	-	-	0.00		342,055.00	-
081	ALUMINUM AND GLASS	\$383,630		383,630.00	0.00	-	-	0.00		383,630.00	-
090	GYPSUM WALLBOARD	\$962,892		962,892.00	0.00	-	-	0.00		962,892.00	-
091	LOAD BEARING METAL STUDS	\$2,671,299		2,671,299.00	0.00	-	-	0.00		2,671,299.00	-
092	FLOORING	\$288,795		288,795.00	0.00	-	-	0.00		288,795.00	-
093	PAINTING	\$430,900		430,900.00	0.00	-	-	0.00		430,900.00	-
100	SUREPODS	\$1,335,000		1,335,000.00	0.00	-	-	0.00		1,335,000.00	-
101	SPECIALTIES	\$6,883		6,883.00	0.00	-	-	0.00		6,883.00	-
210	FIRE PROTECTION	\$214,602		214,602.00	0.00	-	-	0.00		214,602.00	-
230	HVAC/PLUMBING	\$1,846,204		1,846,204.00	0.00	-	-	0.00		1,846,204.00	-
260	ELECTRICAL	\$2,228,717		2,228,717.00	0.00	-	-	0.00		2,228,717.00	-
310	EARTHWORKS	\$1,067,011		1,067,011.00	0.00	-	-	0.00		1,067,011.00	-
320	LANDSCAPING AND IRRIGATION	\$151,023		151,023.00	0.00	-	-	0.00		151,023.00	-
321	SITE CONCRETE	\$220,508		220,508.00	0.00	-	-	0.00		220,508.00	-
900	CONTINGENCY	\$516,574		516,574.00	0.00	-	-	0.00		516,574.00	-
910	ESCALATION ALLOWANCE	\$175,000		175,000.00	0.00	-	-	0.00		175,000.00	-
930	CCIP CREDIT	-\$40,000		(40,000.00)	0.00	-	-	0.00		(40,000.00)	-
931	DEDUCTIVE ALTERNATES	-\$204,557		(204,557.00)	0.00	-	-	0.00		(204,557.00)	-
940	FEE	\$782,650		782,650.00	33,638.94	5,012.19	-	38,651.13	4.94%	743,998.87	-
996	SUBCONTRACTOR DEFAULT INSURANCE	\$186,126		186,126.00	186,126.00	-	-	186,126.00	100.00%	-	-
997	CONTRACTORS INSURANCE	\$47,995		47,995.00	47,995.00	-	-	47,995.00	100.00%	-	-
998	CCIP	\$535,623		535,623.00	535,623.00	-	-	535,623.00	100.00%	-	-
999	PAYMENT AND PERFORMANCE BOND	\$95,974		95,974.00	0.00	95,974.00	-	95,974.00	100.00%	-	-
	GRAND TOTALS	\$ 18,993,384.00	\$ -	\$ 18,993,384.00	\$ 816,351.17	\$ 121,636.14	\$ -	\$ 937,987.31	4.94%	\$ 18,055,396.69	\$ -

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE PAGES

TO OWNER: Flat Creek Apartments, LLC
c/o Blueline Development, Inc.
1004 South Avenue West
Missoula, Montana 59801

PROJECT: Flat Creek Workforce
Workforce Apartments

APPLICATION NO: 3

Distribution to:

FROM CONTRACTOR:
G.E. Johnson Construction Wyoming, LLC
1110 Maple Way, Suite E, PO Box 377
Jackson, WY 83001

VIA ARCHITECT: Design Associates
130 West Broadway St.
Suite A.
Jackson, WY

PERIOD TO: 31-Mar-2023

PROJECT NOS: 20974

CONTRACT DATE: 22-Dec-2022

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	18,993,384.00
2. Net change by Change Orders	\$	179,962.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	19,173,346.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,254,669.45
5. RETAINAGE:		
a. 10 % of Completed Work	\$	11,789.95
(Column D + E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	11,789.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,242,879.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	937,987.31
8. CURRENT PAYMENT DUE	\$	304,892.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	17,930,466.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$179,962.00	
TOTALS	\$179,962.00	\$0.00
NET CHANGES by Change Order		\$179,962.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all amounts have been paid by
the Contractor for Work for which previous Certificates for Payment were issued and
payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G.E. Johnson Construction Wyoming, LLC

By: [Signature] Date: 03/31/2023

State of: Colorado County of: E1 Paso
Subscribed and sworn to before me this 31 day of March, 2023
Notary Public:
My Commission expires: 12/30/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated,
the quality of the Work is in accordance with the Contract Documents, and the Contractor
is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . \$ 304,892.19

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: 130 West Broadway St.

By: [Signature] Date: 04/06/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

FRAUD WARNING- GE Johnson will **NEVER** send you a request to make changes to GE Johnson's payment methods
or instructions, bank account information, or any related information that would involve a change to how GE
Johnson accepts payments after payment terms for GE Johnson payment applications have been established. If you
receive any such requests, whether by phone, email or letter, they should be **disregarded** as fraudulent unless you
receive verbal confirmation from GE Johnson's Controller by calling the phone number listed on our public website
and asking to speak with our Controller.

JULIE JOY DUSBABEK
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20214050111
My Commission Expires December 30, 2025

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 03/30/23
PERIOD TO: 03/31/23
GEICC PROJECT NO: 20974

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C CHANGE ORDERS	C REVISED SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE BALANCE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
001	GENERAL CONDITIONS	\$945,144		945,144.00	28,978.62	41,085.66	-	70,064.28	7.41%	875,079.72	-
002	PROJECT REQUIREMENTS	\$442,342		442,342.00	4,639.56	24,595.34	-	29,234.90	6.61%	413,107.10	-
030	CONCRETE	\$691,285		691,285.00	0.00	-	-	0.00		691,285.00	-
031	GYPCRETE	\$126,310		126,310.00	0.00	-	-	0.00		126,310.00	-
040	MASONRY	\$29,879		29,879.00	0.00	-	-	0.00		29,879.00	-
050	STEEL	\$339,281		339,281.00	0.00	-	-	0.00		339,281.00	-
060	ROUGH CARPENTRY	\$52,135		52,135.00	0.00	-	-	0.00		52,135.00	-
061	SIDING	\$982,453		982,453.00	0.00	-	-	0.00		982,453.00	-
062	MILLWORK AND CASEWORK	\$586,586	216,009.00	802,595.00	0.00	-	-	0.00		802,595.00	-
070	WATERPROOF DAMPROOF	\$23,160		23,160.00	0.00	-	-	0.00		23,160.00	-
071	INSULATION	\$124,891		124,891.00	0.00	-	-	0.00		124,891.00	-
073	ROOFING	\$405,014		405,014.00	0.00	-	-	0.00		405,014.00	-
080	DOORS/FRAMES/HARDWARE	\$342,055	(216,009.00)	126,046.00	0.00	-	-	0.00		126,046.00	-
081	ALUMINUM AND GLASS	\$383,630		383,630.00	0.00	108,480.50	-	108,480.50	28.28%	275,149.50	5,424.03
090	GYPSUM WALLBOARD	\$962,892		962,892.00	0.00	-	-	0.00		962,892.00	-
091	LOAD BEARING METAL STUDS	\$2,671,299		2,671,299.00	0.00	49,500.00	-	49,500.00	1.85%	2,621,799.00	2,475.00
092	FLOORING	\$288,795		288,795.00	0.00	-	-	0.00		288,795.00	-
093	PAINTING	\$430,900		430,900.00	0.00	-	-	0.00		430,900.00	-
100	SUREPODS	\$1,335,000	15,000.00	1,350,000.00	0.00	-	-	0.00		1,350,000.00	-
101	SPECIALTIES	\$6,883		6,883.00	0.00	-	-	0.00		6,883.00	-
210	FIRE PROTECTION	\$214,602		214,602.00	0.00	-	-	0.00		214,602.00	-
230	HVAC/PLUMBING	\$1,846,204		1,846,204.00	0.00	-	-	0.00		1,846,204.00	-
260	ELECTRICAL	\$2,228,717	(19,072.00)	2,209,645.00	0.00	77,818.49	-	77,818.49	3.52%	2,131,826.51	3,890.92
310	EARTHWORKS	\$1,067,011	7,150.00	1,074,161.00	0.00	-	-	0.00		1,074,161.00	-
320	LANDSCAPING AND IRRIGATION	\$151,023		151,023.00	0.00	-	-	0.00		151,023.00	-
321	SITE CONCRETE	\$220,508		220,508.00	0.00	-	-	0.00		220,508.00	-
900	CONTINGENCY	\$516,574	(32,997.00)	483,577.00	0.00	-	-	0.00		483,577.00	-
910	ESCALATION ALLOWANCE	\$175,000		175,000.00	0.00	-	-	0.00		175,000.00	-
930	CCIP CREDIT	-\$40,000		(40,000.00)	0.00	-	-	0.00		(40,000.00)	-
931	DEDUCTIVE ALTERNATES	-\$204,557	204,557.00	-	0.00	-	-	0.00		-	-
940	FEE	\$782,650	2,874.00	785,524.00	38,651.13	12,752.15	-	51,403.28	6.54%	734,120.72	-
996	SUBCONTRACTOR DEFAULT INSURANCE	\$186,126	746.00	186,872.00	186,126.00	746.00	-	186,872.00	100.00%	-	-
997	CONTRACTORS INSURANCE	\$47,995		47,995.00	47,995.00	-	-	47,995.00	100.00%	-	-
998	CCIP	\$535,623	1,396.00	537,019.00	535,623.00	1,396.00	-	537,019.00	100.00%	-	-
999	PAYMENT AND PERFORMANCE BOND	\$95,974	308.00	96,282.00	95,974.00	308.00	-	96,282.00	100.00%	-	-
GRAND TOTALS		\$ 18,993,384.00	\$ 179,962.00	\$ 19,173,346.00	\$ 937,987.31	\$ 316,682.14	\$ -	\$ 1,254,669.45	6.54%	\$ 17,918,676.55	\$ 11,789.95

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Special Malt Beverage Permit Proposal	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider the creation of a Special Malt Beverage Permit allowed by Wyoming Statute, and, if the Council is inclined to establish this new type of permit, to consider setting the fee for that permit, provide input on staff's recommended permit components, and directing staff to place an ordinance for first reading on the next available Town Council meeting agenda.

Requested Action.

Staff request that the Town Council consider and discuss the creation of a Special Malt Beverage Permit.

Recommendations.

Staff recommend the Town Council direct staff to place an ordinance for first reading on a future Council agenda establishing a Special Malt Beverage Permit for public auditoriums, civic centers, or event centers.

Background.

Early in 2024, after receiving clarifying information from the State Liquor Division, the Town amended the application for 24-hour catering permits and clarified information for all license holders and frequent locations of 24-hour catering permits to ensure better compliance with Wyoming Statutes. While researching Wyoming Statutes during this process, staff realized that Center Management, Inc. could operate under a Special Malt Beverage Permit to serve malt beverages at their Moose Hockey events at the Snow King Sports and Events Center if the Town of Jackson established such a permit, thereby eliminating the need to issue catering permits to retail or resort license holders for the sale of alcohol at these events. Selling and consuming malt beverages at this facility for Moose Hockey under this new permit is compliant with Wyoming Statutes. There may also be other event organizers of events at the Snow King Sports and Events Center and/or venues that could qualify for this type of a permit as well.

Wyoming State Statute § 12-4-504, Special malt beverage permit for public auditoriums, civic centers or events centers, states the following:

- (a) *The appropriate licensing authority in a county, city or town may issue a special malt beverage permit to any responsible person or organization for sales of malt beverages at public auditoriums, civic centers, or events centers. The licensing authority shall establish an appropriate fee for the permit. Additionally, the licensing authority shall specify the duration of the permit and where malt beverages may be sold and consumed under the permit. The issuing body may provide rules to implement this section.*

Analysis & Key Policy Questions.

Center Management Inc. leases some portions of the Town-owned Snow King Sports and Events Center and is interested in obtaining this Special Malt Beverage Permit for service of malt beverages at their Moose Hockey games. Prior to application and issuance of such a permit, however, the Town would first have to i) amend the Municipal Code to create the permit, ii) establish a fee, and iii) specify the duration of the permit and where

malt beverages may be sold and consumed under the permit. Should Council be interested in creating this type of a permit, a draft ordinance is attached to this staff report that accomplishes those items, apart from the fee. Should the ordinance pass, the fee will be added to the Town's Master Fee Schedule at the adoption of the FY26 Budget.

Staff proposes:

1. A fee of \$1000.
2. A duration of 6 months for the permit.
 - ✓ The Wyoming Liquor Division is comfortable with a permit up to 12 months in duration.
3. Applications completed on forms prepared by the Town Clerk's office specifying the type of event.
4. Permits issued upon application to and review by the Town Clerk's office without a public hearing or Council approval.
 - ✓ The Wyoming Liquor Division is comfortable with the permit being issued by staff.
5. A requirement that malt beverages may only be sold and consumed i) inside the building for which the permit is issued, ii) only during events that are open to the public and, iii) that are related to non-youth spectator sporting events, performances, conferences, ceremonies, or similar types of events where tickets are sold or provided.
 - ✓ Limiting sales and consumption to inside the building removes the ability for sales and consumption of alcohol at outdoor venues that may have noise and parking impacts on neighborhoods.
 - ✓ Limiting the types of events eliminates the ability to sell and consume beer during youth hockey events, non-event times such as public open skating, hockey practice, skating club practice, and similar non-event programming.

Center Management Inc. (CMI) has historically worked with a retail or resort license holder and utilized approximately 22 - 26 catering permits for each Moose Hockey season at this facility. The Jackson Hole Juggernauts have approximately 3-4 bouts each year and they serve malt beverages under 24-hour malt beverage permits. This type of permit was created to serve "public auditoriums, civic centers, or events centers" and is a better fit, legally and functionally, for events at the Snow King Sports and Event Center.

Staff proposes an effective date for the ordinance of July 1, 2025, which gives affected organizations time to prepare the necessary application materials, change out signage as appropriate if issued the permit, and effectuate the change from Catering Permits to a Special Malt Beverage Permit.

Key Policy Question #1: Does Council support staff's recommendation to establish a special malt beverage permit for public auditoriums, civic centers, or events centers as proposed?

- ✓ If the answer is yes, staff will place a draft ordinance on an upcoming meeting agenda for consideration.

Key Policy Question #2: Does Council support staff's recommendation to set a fee of \$1,000 for a special malt beverage permit?

- ✓ Staff has included this \$1,000 special malt beverage permit fee in the updated fee schedule presented with the FY26 Budget to be presented in June of 2025.

Possible Alternatives.

Council could choose to add additional rules for eligibility for a Special Malt Beverage Permit, set a different fee for the permit, and/or set a different duration for the permit.

Comprehensive Plan & Priority Alignment.

Facilitating ways for organizations to more effectively utilize the alcohol permits available to them at event centers and supporting a variety of events in the Town offering entertainment, comradery, and community gatherings support Section 4 – the Town as the Heart of the Region, regarding enhanced civic spaces and social functions.

Fiscal Impact.

If Council approves staff's recommendations and the fee set forth in the upcoming fee schedule, the fee for a new permit will be \$1,000. Special Malt Beverage Permits are permits, not annual licenses under the statutes, and therefore there will not be a renewal fee. Changing to this type of permit rather than catering permits for Jackson Hole Moose Hockey would result in a decrease in revenue of approximately \$100-\$300 annually with no change to other events at the facility. There would be an additional fiscal impact of approximately \$300 - \$400 related to advertising of an adopted ordinance.

Staff Impact.

General: Establishing a Special Malt Beverage Permit reduces staff time in the Town Clerk's Office because we will issue fewer catering permits per year which increases efficiency.

Specific: The staff impact of research and preparation of this staff report has been approximately 22 hours to date with time spent by Internal Services, Administration, and Legal staff. If direction is provided to move forward, additional staff time for ordinance work and instituting this new permit in the Internal Service's Office is estimated at approximately 10 additional hours.

Attachments or Links.

Staff has attached a draft ordinance containing the points outlined in this staff report.

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

I move to direct staff to present the proposed draft ordinance establishing a Special Malt Beverage Permit for public auditoriums, civic centers, or event centers at the next available Town Council meeting.

ORDINANCE XXX

AN ORDINANCE AMENDING CHAPTER 6.20, APPLICATION FOR LICENSES AND PERMITS, AND CHAPTER 6.50, SPECIAL 24-HOUR PERMITS, OF TITLE 6, LIQUOR LICENSES AND PERMITS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 6.20.006 of the Jackson Municipal Code of the Town of Jackson Municipal Code is hereby amended as follows:

6.20.006 - Application form and fees.

- A. A person desiring any liquor license or permit under this title shall apply to the Town Clerk on forms prepared by the Attorney General of the State of Wyoming, as and in accordance with the statute of the State of Wyoming.
- B. The Town, upon application, state certification, and public hearing, may issue a liquor license or permit pursuant to this title and Title 12 of the Wyoming State Statutes.
- C. The fee paid annually for each license and permit shall be in an amount established by resolution; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No application will be processed, nor any licenses or permits issued, until payment in full has been made.
- D. The fee to be paid for each license and permit shall be in an amount established by resolution, which fees may be amended from time to time by the Town Council; however, in no case shall the sum be greater than the amounts authorized by applicable Wyoming Statutes.

(Ord. ____ § 1, 2025; Ord. 1280 § 4, 2021; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007).

SECTION II.

Sections 6.50.010 and 6.50.020 of the Jackson Municipal Code of the Town of Jackson Municipal Code are hereby amended as follows:

Chapter 6.50 – SPECIAL PERMITS

6.50.010 – 24-Hour Catering permits.

It is the duty and obligation of the resort or retail liquor licensee under which the catering permittee is acting to ensure compliance with all State and Town alcohol laws and regulations. Any violations thereof shall be attributed to the resort or retail liquor licensee.

(Ord. ____ § 1, 2025; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 § 1, 2006; Ord. 714 § 1, 2002).

6.50.020 – 24-Hour Malt beverage permits.

Applicants for malt beverage permits must have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department prior to permit application. Proof of current alcohol server training certification will be required as part of the malt beverage permit application.

(Ord. ____ § 1, 2025; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 969 § 2, 2010; Ord. 853 § 7, 2007; Ord. 697 § 1, 2002; Ord. 90 § 4, 1965).

SECTION III.

Section 6.50.030 of the Jackson Municipal Code of the Town of Jackson Municipal Code is hereby amended as follows:

6.50.030 – Special malt beverage permits for public auditoriums, civic centers or events centers.

- A. Applicants for special malt beverage permits must have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department prior

to application. Proof of current alcohol server training certification will be required as part of the special malt beverage permit application.

- B. Special malt beverage permits may be issued in accordance to 6.20.006 of this Title, without a public hearing or Council approval.
- C. An application for a permit under this section 6.50.030 shall include a description of the type of event.
- D. Special malt beverage permits are valid for 180 days’ from, and including, the date of issuance.
- E. Under a special malt beverage permit, malt beverages may only be sold and consumed i) inside the building for which the permit is issued, ii) only during events that are open to the public and, iii) that are related to non-youth spectator sporting events, performances, conferences, ceremonies, or similar types of events where tickets are sold or provided.

(Ord. ____ § 1, 2025)

SECTION VI.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V.

This Ordinance shall become effective July 1, 2025 after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____ 2025.
PASSED 2ND READING THE _____ DAY OF _____ 2025.
PASSED AND APPROVED THE _____ DAY OF _____ 2025.

TOWN OF JACKSON

BY: _____
Arne Jorgensen, Mayor

ATTEST:

BY: _____
Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. XXX 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 _____, 2025.

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

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	P25-013 (Condominium Plat of Lot 100, Glenwood Adjustment Addition)	Public Comment:	Yes

Purpose & Policy Considerations.

This application proposes a Condominium Plat. As such, the Town Council must review the application at a public hearing and approve or deny it based on the findings outlined in LDR Section 8.5.4.C. The purpose of the subdivision plat procedure is to ensure that subdivisions of land and airspace comply with the standards set forth in the Land Development Regulations (LDR) and applicable state statutes. This procedure ensures:

1. Orderly land records;
2. Proper recordation of land ownership and property owner association records; and
3. Provision of rights-of-way for streets and utility easements.

Requested Action.

The Applicant, Jorgensen Associates, Inc. (Matt Gotham), on behalf of Glenwood JH, Inc., is requesting approval of a Condominium Plat for Lot 100 of the Glenwood Adjustment Addition. This lot was created through boundary adjustment application P25-005, formerly known as Lots 5 and 6, Block 6, Town of Jackson.

Recommendation.

The Planning Director recommends **approval** of the Condominium Plat for Lot 100, Glenwood Adjustment Addition, located at 165 N Glenwood Street, subject to the departmental reviews attached to this report.

Key Issues/Policy Questions

Staff has identified no key issues or policy questions for consideration.

Project Location.

The subject property is located at 165 N. Glenwood St.

TC 2024 Aerial



Google Street View



Property Description.

165 North Glenwood comprises a 0.32-acre portion of the applicant's 0.96-acre property, which spans over half a city block and includes six platted lots—four at 185 North Glenwood and two at 165 North Glenwood. Both parcels are zoned Downtown Commercial (DC) and are located within the Lodging Overlay (LO). St. John's Church is located directly across North Glenwood Street to the east.

Current Site Development.

The site, which includes 185 North Glenwood and 165 North Glenwood, has been developed in accordance with Development Plan P19-248 and is now fully built out as a 29-unit condominium project. The development consists of two buildings connected by an underground parking garage.

The project includes a mix of unit types: 18 units approved for short-term rental (also allowed for long-term occupancy), six market-rate residential units, and five deed-restricted workforce housing units. The total habitable floor area is approximately 89,000 square feet, with about 80,000 square feet located above ground.

Background/Project Description.

Background:

In accordance with Development Plan P19-172 and Development Option Plans P20-172, P21-025, P21-264, and P23-109, the Glenwood Phase 2 Plat application proposes the condominium subdivision of Lots 5 and 6. This application represents the final phase of the Glenwood project.

Project Description:

This application represents the final phase of The Glenwood project, following Development Plan P19-172 and associated Development Option Plans (P20-172, P21-025, P21-264, and P23-109). It proposes the condominium subdivision of the former Lots 5 and 6.

The Phase 2 condominiums will be incorporated into the same homeowners' association as Phase 1, with all common areas and amenities shared jointly between both phases of the development.

Purpose of a Subdivision Plat:

Per LDR Section 8.5.4, the purpose of the subdivision plat procedure is to ensure that the subdivision of land and airspace complies with the intent and standards of the Land Development Regulations (LDRs) and applicable state statutes. The procedure is intended to ensure:

1. Orderly land records;
2. Proper recordation of land ownership and property owner association records; and
3. Provision of rights-of-way for streets and utility easements.

Staff Analysis.

After reviewing the Applicant's submittal, staff finds that the proposed project complies with the LDR requirements for a subdivision plat.

Public Comment.

At the time of writing this report, no public comment has been received.

Subdivision Plat Findings.

A Subdivision Plat shall be approved upon finding that:

1. Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development;

Can be made. This Condominium Plat applies to an existing physical development permitted under Development Plan P19-172 and Development Option Plans P20-172, P21-025, P21-264, and P23-109.

2. Complies with the standards of this section.

Can be made. This proposed Condominium Plat complies with the standards of this section.

3. Complies with the subdivision standards of Division 7.2;

Can be made. The Condominium Plat and physical development of the subject parcel were approved in accordance with Development Plan P19-172 and Development Option Plans P20-172, P21-025, P21-264, and P23-109. All applicable LDR standards were reviewed and satisfied during the respective approval processes. Tenant notification requirements have also been fully met.

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

Can be made. This Condominium Plat complies with all other relevant standards of these LDRs and other Town Ordinances.

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 was roughly 10 hours.

Attachments or Links.

- Applicant Submittal
- Department Reviews

Suggested Motion.

I move to **approve** a Condominium Plat of Lot 100, Glenwood Adjustment Addition at the property addressed at 165 N Glenwood Street, subject to the departmental reviews attached hereto.



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: Glenwood Phase II Condominium Addition to the Town of Jackson
Physical Address: 165 N. Glenwood St.
Lot, Subdivision: Lots 5 & 6, Blk.6, Jackson & Plat 1441 PIDN: 22-41-16-28-4-10-001 & 22-41-16-28-4-10-004

PROPERTY OWNER.

Name: Glenwood JH, Inc. Phone: 262-308-2656
Mailing Address: 4011 80th St., Kenosha, WI ZIP: 53142
E-mail: northmann@beardevelopment.com

APPLICANT/AGENT.

Name: Matt Gotham, Jorgensen Associates Phone: 307-733-5150
Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002
E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ 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 #: _____ Environmental Analysis #: _____

Original Permit #: P21-025, P24-156ZCV, P25-005 Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

Signature of Property Owner or Authorized Applicant/Agent
Matt Gotham

Name Printed

1/29/2025

Date
Survey Manager

Title



JORGENSEN
It's About People, Trust and Know How

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

April 14, 2025

Andrew Bowen, Senior Planner
Town of Jackson Planning Department
Via email: abowe@jacksonwy.gov

Re: P25-013 - The Glenwood Phase 2 Condominium Addition Plat Narrative – 165 N. Glenwood St.

Mr. Bowen,

Per your request, I am providing this narrative for P25-013 – The Glenwood Phase 2 Condominium Addition (“Glenwood Phase 2”) plat application.

In accordance with Development Plan P19-172 and Development Option Plans P20-172, P21-025, P21-264, and P23-109, the Glenwood Phase 2 plat application is for the condominium subdivision of Lots 5 & 6, Block 6, Town of Jackson and will complete The Glenwood project. This application is for 10 condominium units, three of which are reserved for workforce housing, with the remaining 7 available for market sale. The parking garage for phase 2 will be connected to the phase 1 garage and they will have shared access via the existing ramp.

The Glenwood Phase 2 condos will be annexed into the same homeowner’s association with Phase 1 and all common spaces will be shared between the two phases.

Thank you for your consideration in this matter.

JORGENSEN ASSOCIATES, INC.

Matt Gotham, PLS
Survey Manager



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It's About People, Trust and Know How

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

January 29, 2025

Mr. Tyler Valentine Town of Jackson Senior Planner

Re: The Glenwood Phase II Condominium Addition Plat Application – 165 N. Glenwood St.

Mr. Valentine,

On behalf of Glenwood JH, Inc., we are applying for condominium plat of Lot 100, Glenwood Adjustment Addition which is resultant from the boundary adjustment application P25-005 (the lots formerly known as Lots 5 & 6, Block 6, Town of Jackson).

This submittal includes:

- Town of Jackson Planning Application
- Copy of check for application fee of \$1,324 – check will be dropped off in-person
- Warranty Deed showing current ownership of Lots 5 & 6, Block 6.
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent
- Notice of Intent to Subdivide published 1/22/25 & 1/29/25
- Title Report dated December 24, 2024
- Draft of Supplemental Declarations No. 4 annexing GCE of Phase 2 into GCE of Phase 1 and transferring ownership of “adjustment area” back to the HOA
- Draft Affidavits of Mortgagee
- Park & school exaction fee worksheets
- Draft Subdivision Plat

Thank you for your consideration in this matter.

JORGENSEN ASSOCIATES, INC.

Matt Gotham, PLS
Survey Manager

Wyoming Title & Escrow - Jackson
1110 Maple Way
Jackson, Wyoming 83001

GRANTOR: ROSEVILLE VENTURES II LLC
GRANTEE: GLENWOOD JH INC
Doc 1040206 Filed At 14:33 ON 06/10/22
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTOR, of Teton County, WY, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Glenwood JH, Inc., a Wyoming corporation, GRANTEE, whose address is 4011 80th Street, Kenosha, WI 53142, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIDN: 22-41-16-28-4-10-004

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

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WITNESS the due execution and delivery of this Warranty Deed this 1st day of June, 2022.

Roseville Ventures II, LLC, a Wisconsin
limited liability company

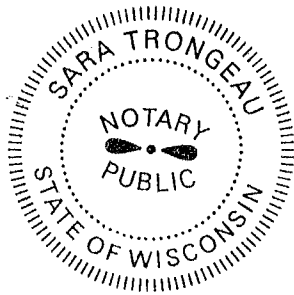
By: [Signature]
Name: Stephen C. Mills
Title: Managing Member

State of WI

County of Kenosha

This instrument was acknowledged before me on 6/1/22 by
Stephen C. Mills, as the Managing Member of Roseville Ventures II, LLC, a Wisconsin
limited liability company.

(Seal, if any)



[Signature]
(Signature of notarial officer)

Sara Trongeau - Notary
(Title)

My commission expires: 8/25/25

18826259_v1

Printed by program on Mar 20, 2025, 2:28pm
J:\2025\18105\18105-Certificat.dwg
User: jorgensen
Plot: Phase 1110105-Certificat.dwg
Scale: 1:1
Device: Setup Color Plot
Status: 18105-Certificat.dwg

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of Glenwood JH, Inc., a Wyoming corporation, owner and proprietor of the lands of this plat, Lot 100 of The Glenwood Adjustment Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2025 as Plat No. _____, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be THE GLENWOOD PHASE 2 CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lot 100 of The Glenwood Adjustment Addition to the Town of Jackson;

that said Lot 100 of The Glenwood Adjustment Addition to the Town of Jackson are hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes and in accordance with said Section 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lot 100 of The Glenwood Adjustment Addition to the Town of Jackson;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, and as amended, Sections 34–20–101 through 34–20–104;

that the survey and measure of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the general common element being that portion of the subdivision lying outside of the building footprint as shown hereon and not otherwise identified as Limited Common Element (LCE) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision and to the owners of all units of The Glenwood Condominium Addition to the Town of Jackson, a subdivision of record in said Office as Plat No. 1441;

that the foregoing subdivision is subject to the following planning approvals: Development Plan (P19–248), Development Option Plan (P20–172), Development Option Plan (P21–025), Development Option Plan (P21–264) & Development Option Plan (P23–109);

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that "Amended and Supplemental Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, Wyoming", "Supplemental Declaration No. 3 of Condominium (as to Adjustment Area)" and "Supplemental Declaration No. 4 of Condominium (as to Annexation of Phase 2)" to be recorded in said Office of County Clerk at the time of recordation of this plat;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace as shown on this plat together with an undivided interest in the common elements (GCE & LCE) as defined in said "Declaration of Condominium" to be recorded in said Office on the same date as this plat;

that the foregoing subdivision is subject to Special Restrictions for Workforce Ownership Housing to be recorded on Units 22, 23 and 24 at the time of recordation of this plat;

that access to sewer and water facilities, including pipelines, manholes, meters, and valves, and access to lighting facilities including shutoffs, conduits, meters, and controls is hereby granted to the Town of Jackson;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that an access easement across the driveways located within this subdivision is hereby granted to emergency vehicles included ambulances, fire fighting vehicles, and police vehicles.
that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office (from Wyoming Title & Escrow Title Insurance Company Condition of Title Guarantee Report No. W–30639–2):

All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100;

Notice of Location of Underground Public Utility Facilities, recorded June 29, 1978 in Book 72 of Photo, page 304, Official Records;

All matters as delineated on that Map of Survey No. T–26C, recorded on February 25, 2008 in Book 2 of Maps, page 233, Official Records;

Terms and conditions of Parking Relocation Agreement, recorded June 14, 2023 as document 1061510, Official Records;

that the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is via adjacent N. Glenwood Street and the north–south public alley between W. Gill Avenue and W. Deloney Avenue, as shown hereon;

that this subdivision is subject to all easements, rights–of–way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that all rights under and by virtue of the homestead exemption laws of this state are hereby released and waived;

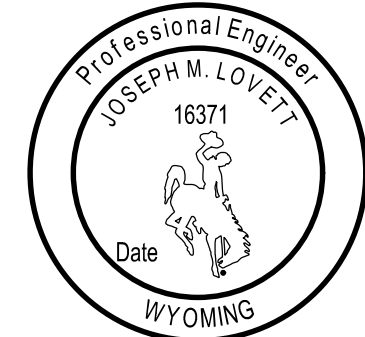
Glenwood JH, Inc., a Wyoming corporation

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Joseph M. Lovett, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify that the water distribution systems, sewage collection systems, and stormwater systems designed to serve the foregoing subdivision are connected to the Town of Jackson water, sewer, and stormwater systems and they meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.



Joseph M. Lovett, P.E.
Wyoming Professional Engineer No. 16371

The foregoing instrument was acknowledged before me by Joseph M. Lovett, Professional Engineer, this ____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify: that the lands of this subdivision are identical with Lot 100 of The Glenwood Adjustment Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat _____;

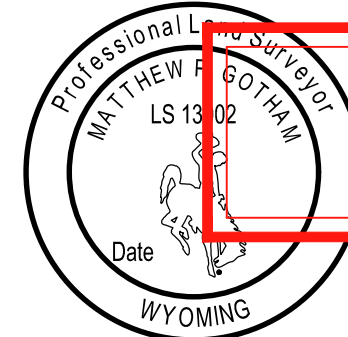
that by the authority of the owner of said Lot 100 of The Glenwood Adjustment Addition to the Town of Jackson, said Lot 100, as shown on this plat is hereby vacated and reconfigured as THE GLENWOOD PHASE 2 CONDOMINIUM ADDITION TO THE TOWN OF JACKSON;

that said lands contain 0.32 acres more or less;

that to the best of my belief and knowledge, the dimensions of the land, building, common elements, and individual airspace units of the The Glenwood Phase 2 Condominium Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during August 2024 and from architectural plans prepared by Northworks Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham, Professional Land Surveyor, this ____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

– PRELIMINARY –
SUBJECT TO CORRECTION
AND APPROVAL

NOTES

This subdivision is connected to the Town of Jackson water distribution system, sewage collection and treatment systems.

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

Under current Town of Jackson regulations, and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed.

The following statement is included on this plat in accordance with Wyoming statutes: "The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate."

Elevations shown within this plat are referenced to the NGVD 1929 datum.

No fault line exists on the subject property

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

WATER RIGHTS NOTES

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Glenwood JH, Inc
4011 80th Street
Kenosha, WI 53142

Jorgensen Associates, Inc.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

ARCHITECT:

Northworks Architects
185 E Hansen Avenue
Jackson, Wyoming 83001
307–201–5324

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GLENWOOD PHASE 2 CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____, 2025;

ATTEST: TOWN OF JACKSON

Riley Havorka, Town Clerk

Arne Jorgensen, Mayor

Brian T. Lenz, Town Engineer

Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Arne Jorgensen, Mayor, this ____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Havorka, Town Clerk, this ____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ____ day of _____, 2025.

WITNESS my hand and official seal.

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My commission expires:

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	BASEMENT LEVEL PLAN VIEW, NOTES
4	1ST FLOOR LEVEL PLAN VIEW, NOTES
5	2ND FLOOR LEVEL PLAN VIEW, NOTES
6	3RD FLOOR LEVEL PLAN VIEW, NOTES
7	ROOF FLOOR LEVEL PLAN VIEW, NOTES
8–12	SECTIONS A–I (9 SECTIONS TOTAL)

UNIT SUMMARY

TOTAL NO. OF UNITS: 10
NO. OF RESIDENTIAL UNITS: 10

AREA SUMMARY

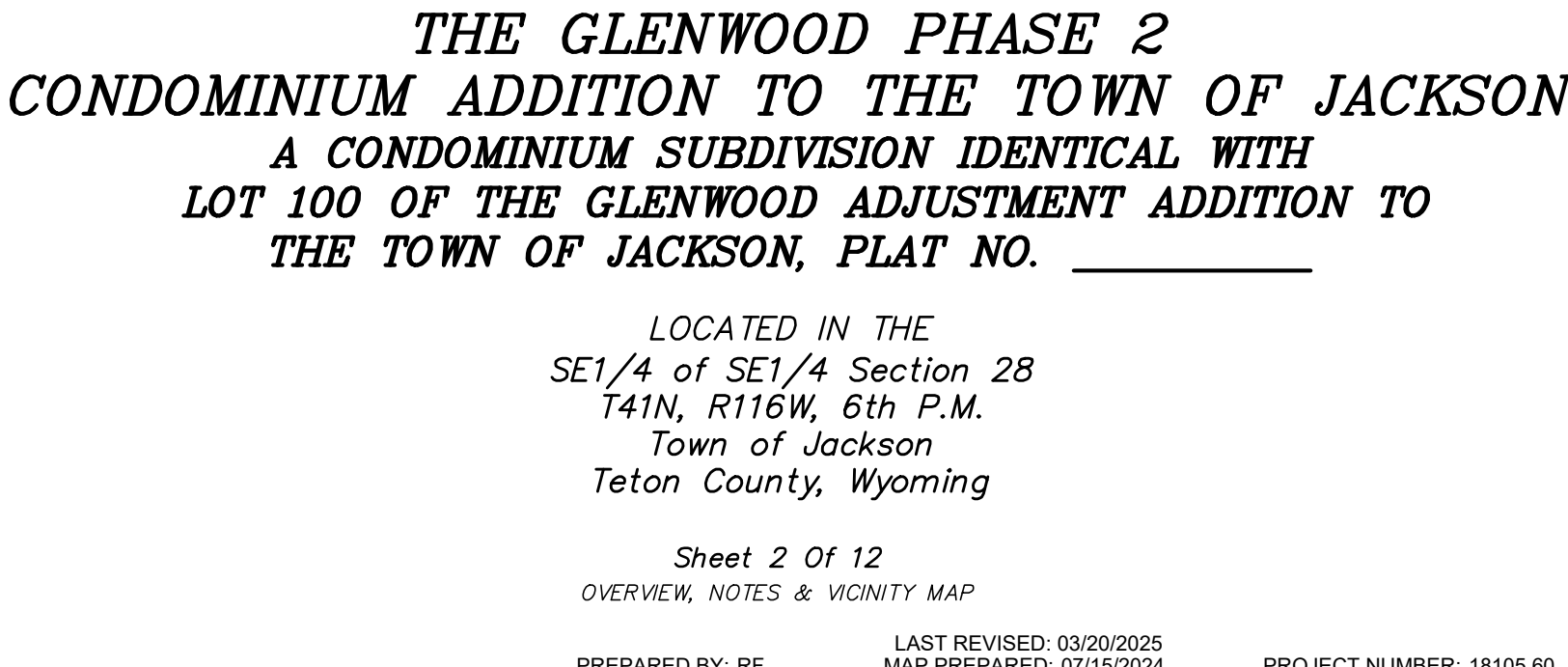
TOTAL AREA = ±0.32 ACRES

THE GLENWOOD PHASE 2
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
THE TOWN OF JACKSON, PLAT NO. _____

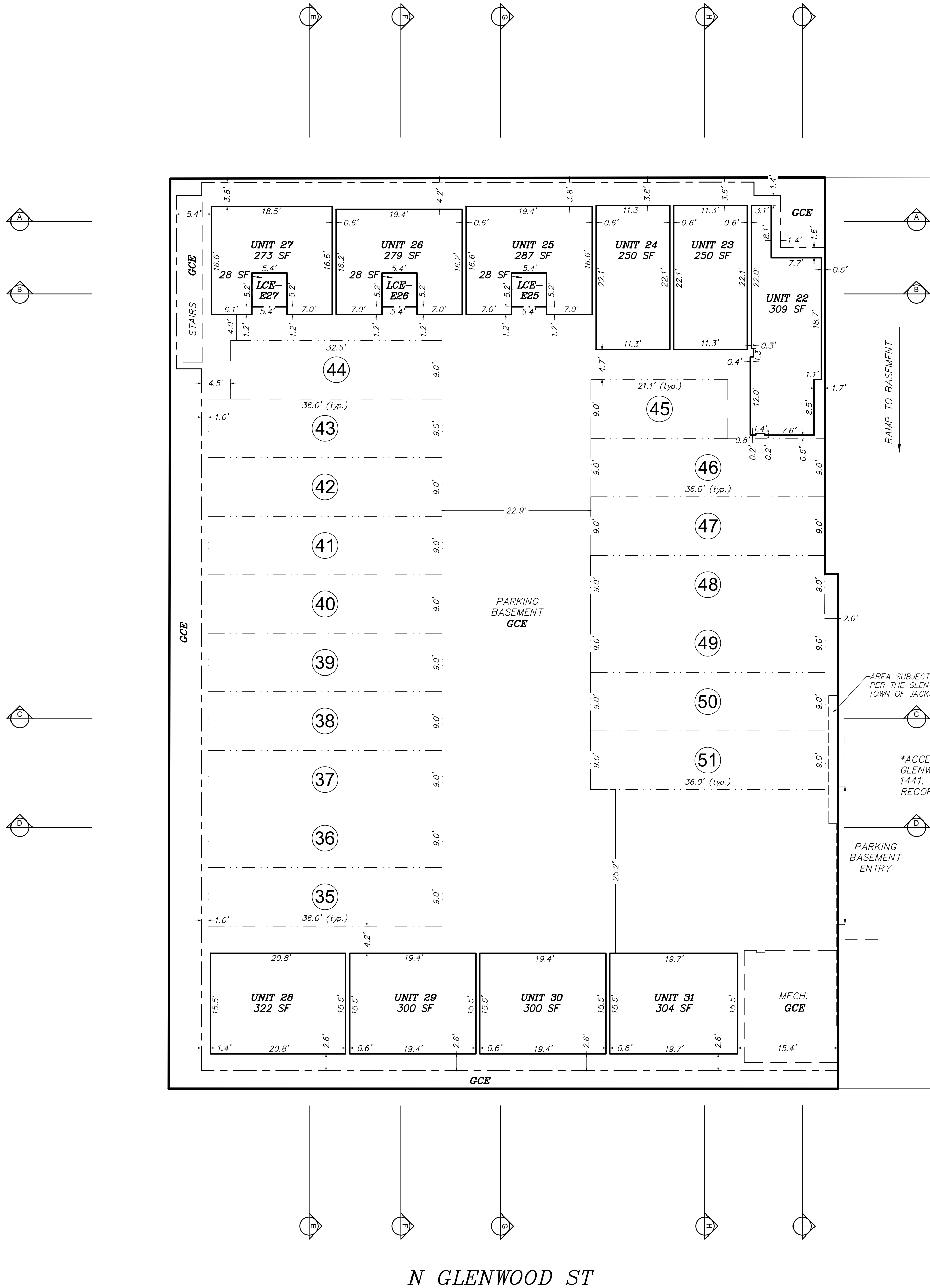
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 1 Of 12
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: RF
LAST REVISED: 03/20/2025
MAP PREPARED: 07/15/2024
PROJECT NUMBER: 18105.60



Plotted by Jorgensen on May 28, 2025 at 2:30pm
J:\24\18105\18105-02\18105-02.dwg - Base: Dwg\24\18105\18105-02.dwg - Plotted: 11/10/25 2:30pm - Plotted: 11/10/25 2:30pm

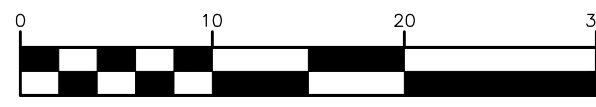


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SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

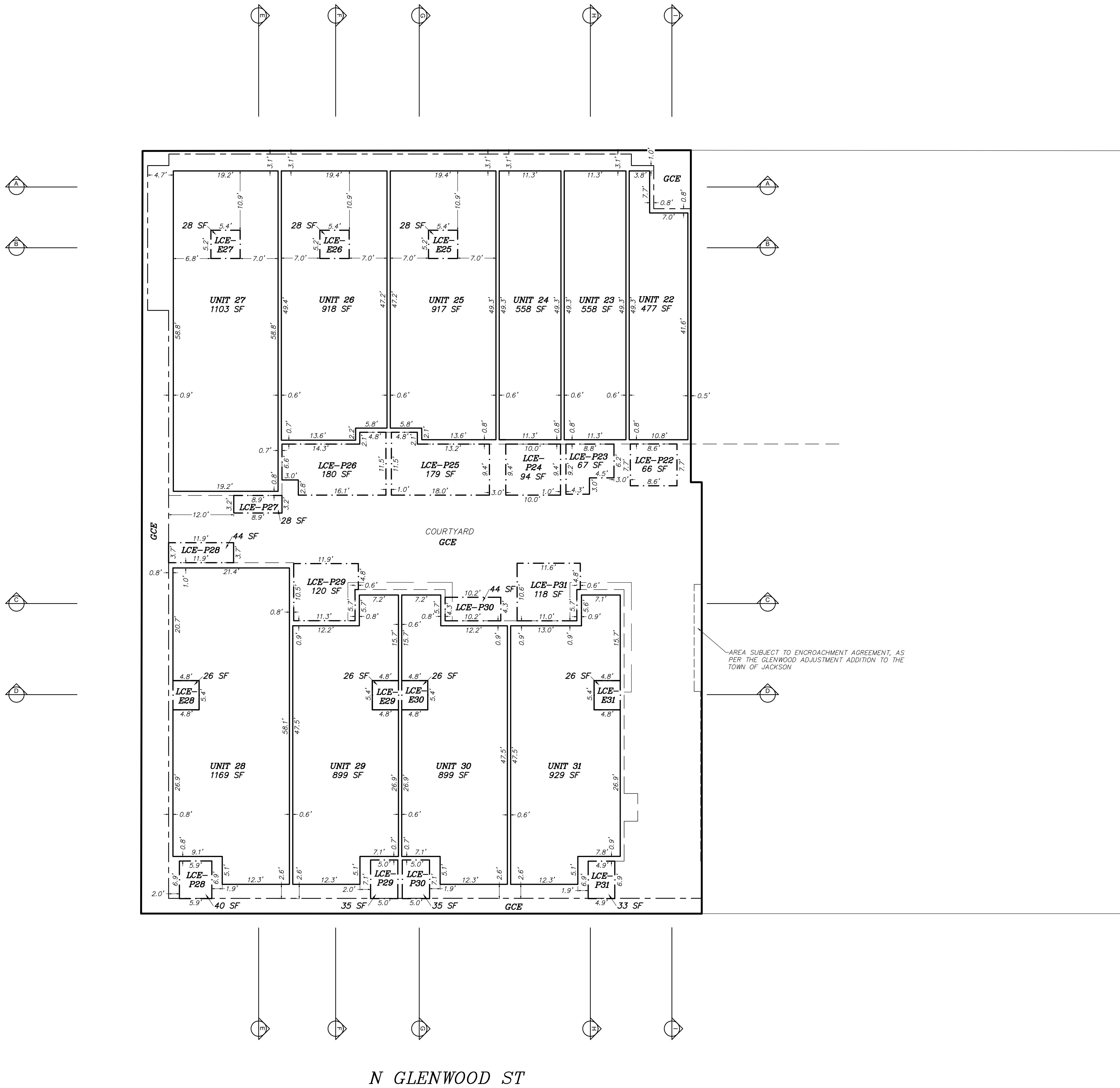
BASEMENT LEVEL PLAN VIEW

THE GLENWOOD PHASE II CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, PLAT NO. _____

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 3 Of 12

Plotted by jorgensen on May 28, 2025 at 2:30pm
\\jorgensen\shared\jorgensen\2025\18105 - Bear - Develop\Survey\Condo Plat - Phase II\18105-02a.dwg (Phase II) 18105-02a.dwg



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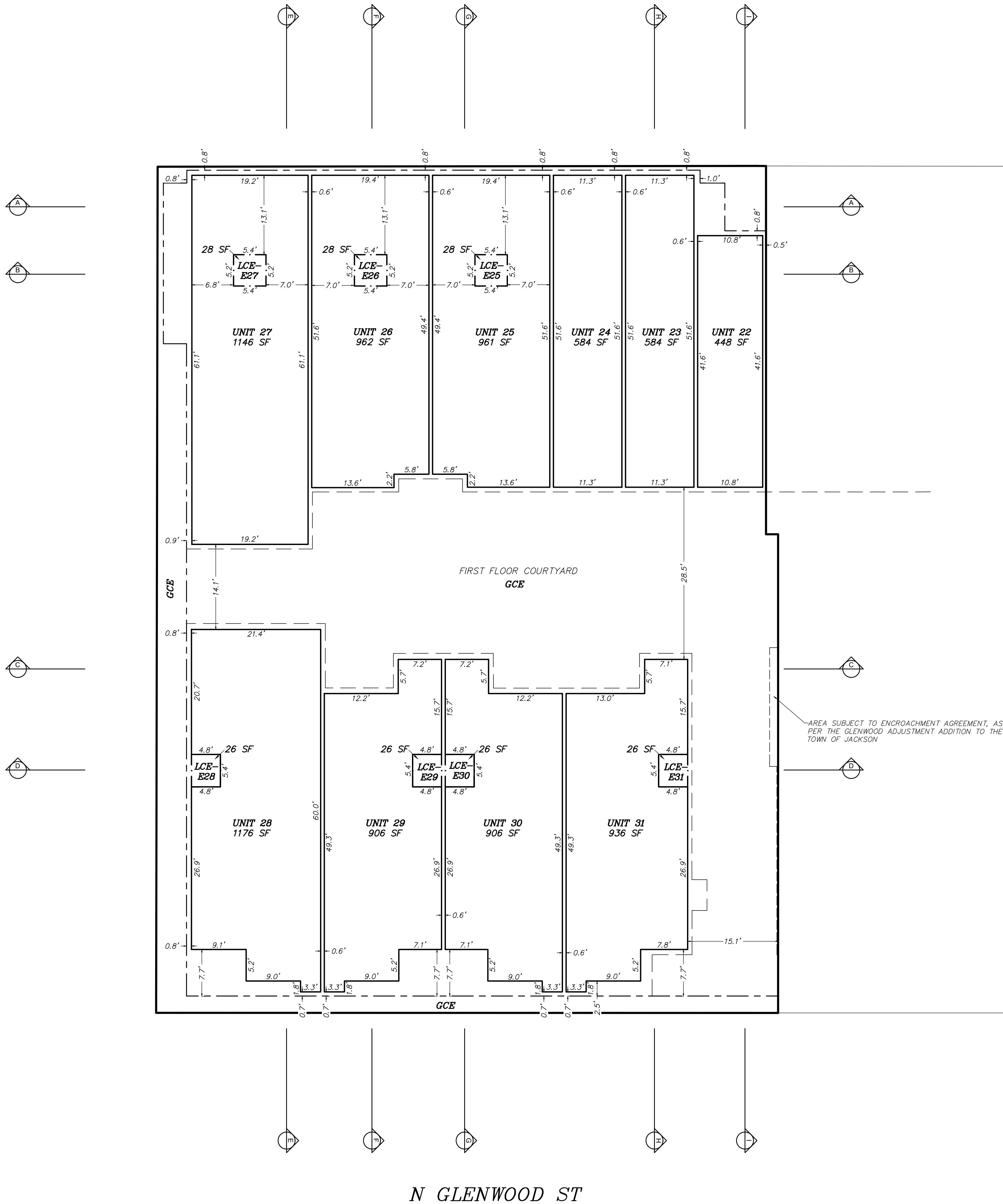
**FIRST FLOOR LEVEL
PLAN VIEW**

**THE GLENWOOD PHASE 2
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
THE TOWN OF JACKSON, PLAT NO. _____**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 4 Of 12

Plotted by Jorgensen on May 28, 2025 at 2:30pm
\\jorg\GIS\MapInfo\GIS\2025\25051505 - Base - Drawings\Survey\Condominium Plat - Phase II\10105-02a.dwg, Phase II.dwg

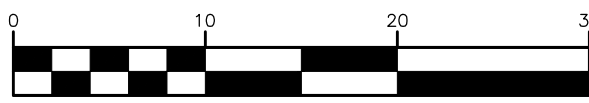


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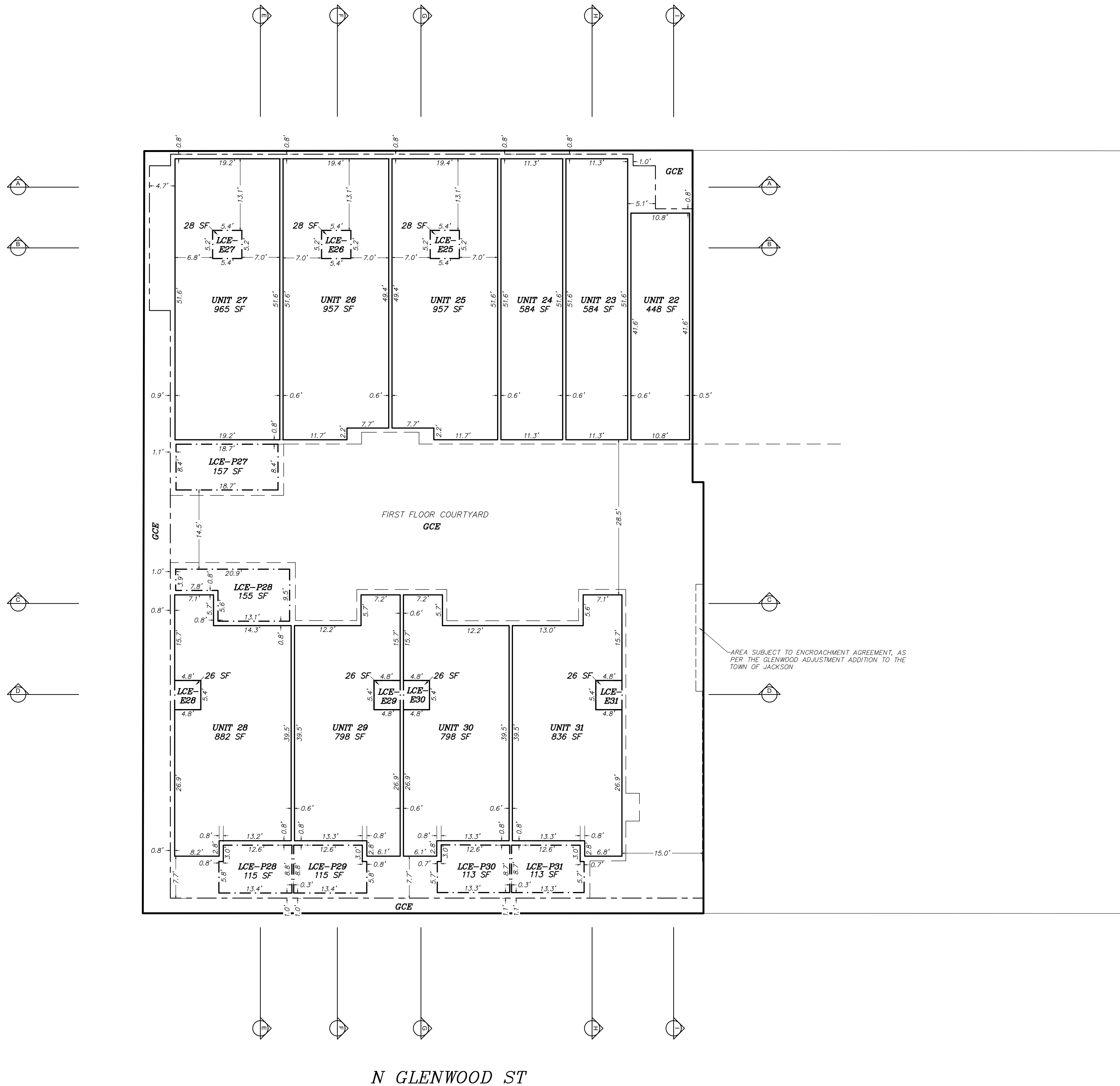
SECOND FLOOR LEVEL
PLAN VIEW

THE GLENWOOD PHASE 2
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A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
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LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 5 Of 12

Plotted by Jorgensen on May 28, 2025, 2:24pm
\\jorg\m\AutoCAD\jorg\2025\18105 - Bear - Dev\60-Survey\Condo Plat - Phase II\18105-03a.dwg
JORGENSEN



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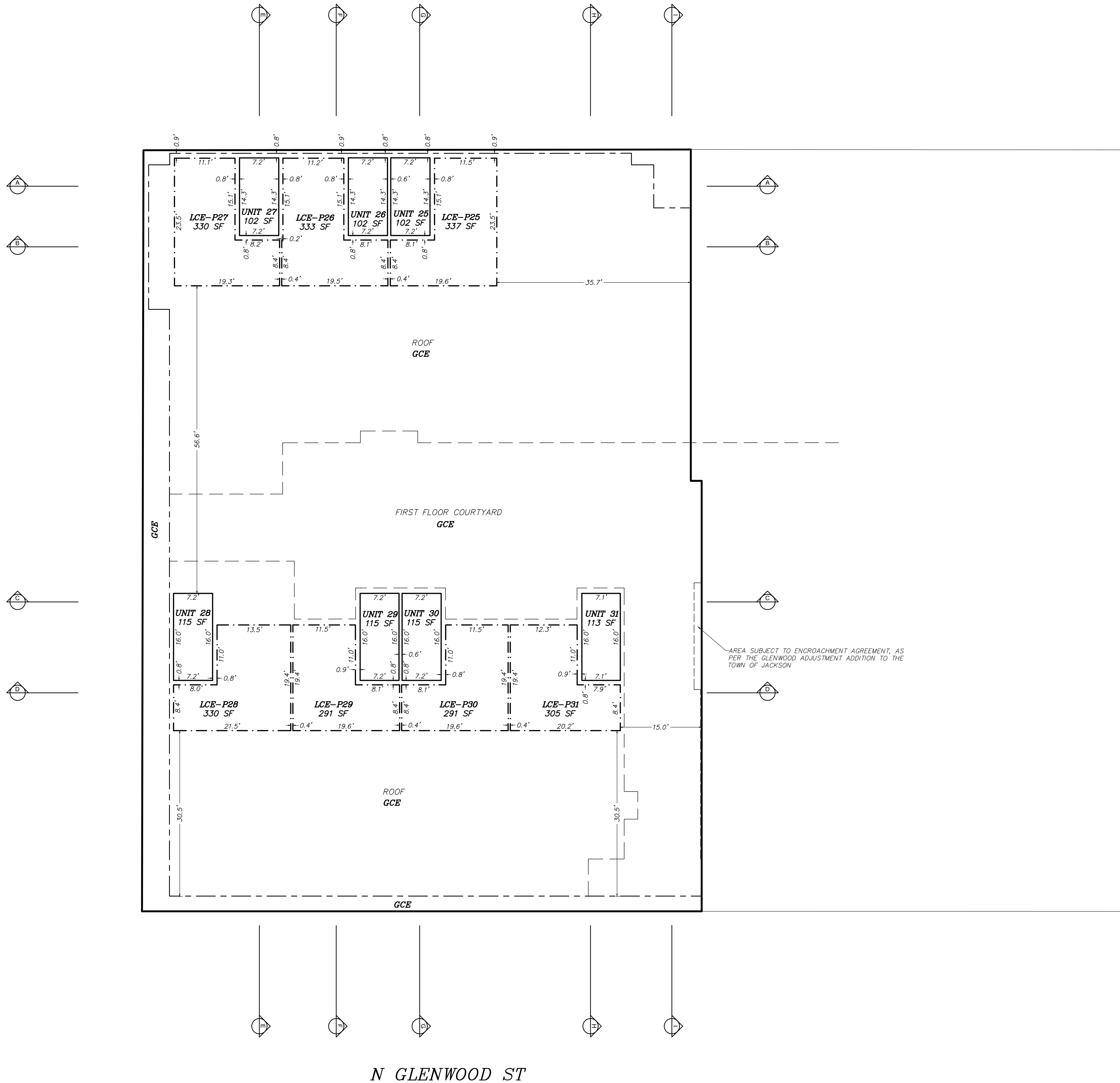
**THIRD FLOOR LEVEL
PLAN VIEW**

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LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 6 Of 12

Plotted by Jorgensen on May 28, 2025 - 2:34pm
\\jorg\apps\working\2025\18105 - Bear Den\06-Survey\Condo Plat - Phase II\18105-02a.dwg, Phase II\18105-02a.dwg, Phase II.dwg

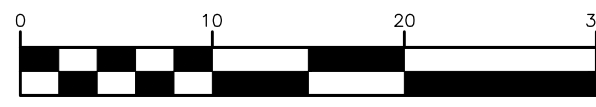


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- BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PE & LS 578" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NGVD 29 VERTICAL DATUM.
- FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD PHASE 2 CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
- ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
- UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.
- IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS AND FLOORS COMPRISE THE UNIT BOUNDARIES.
- BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS (SHEETS 8-12)



SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

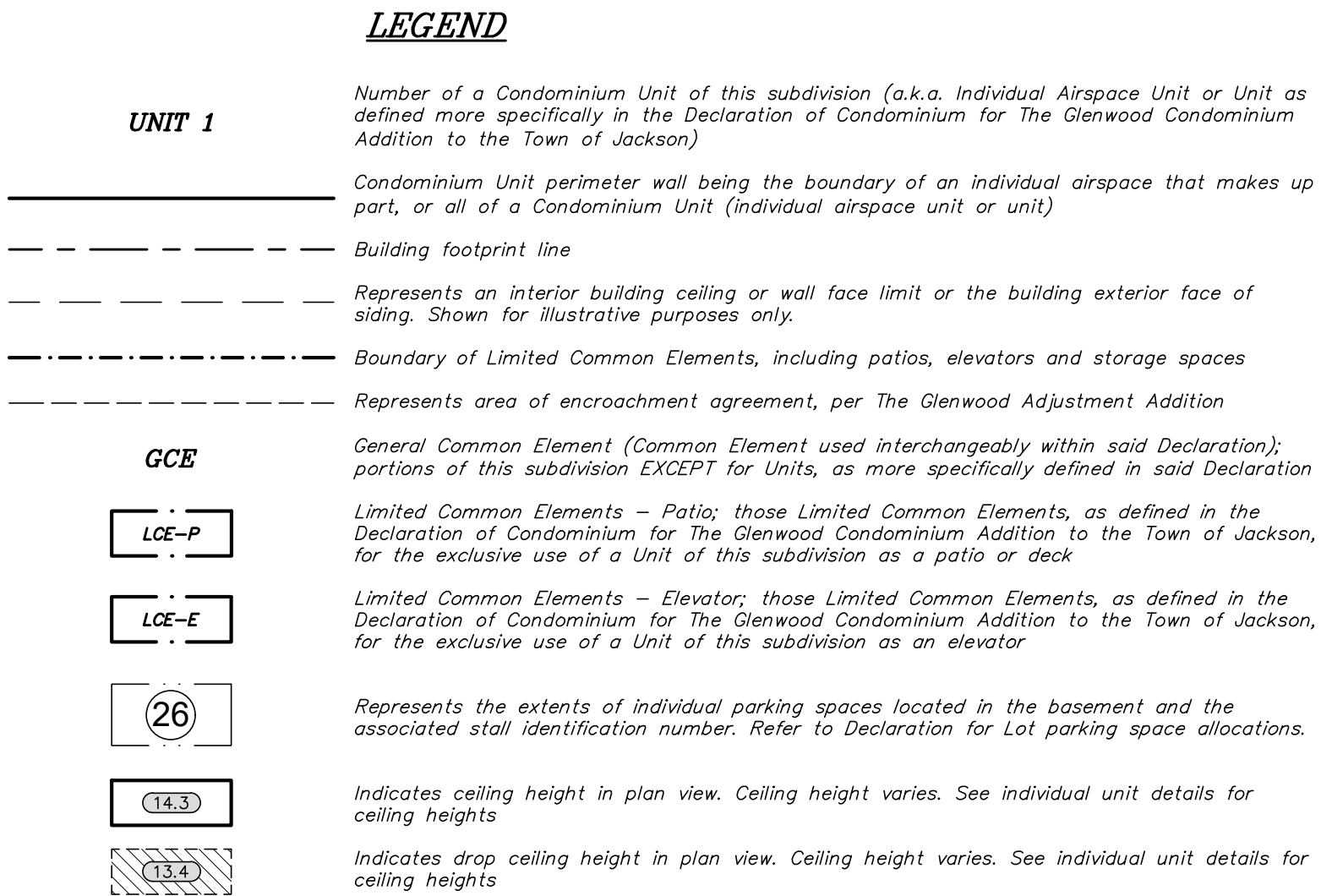
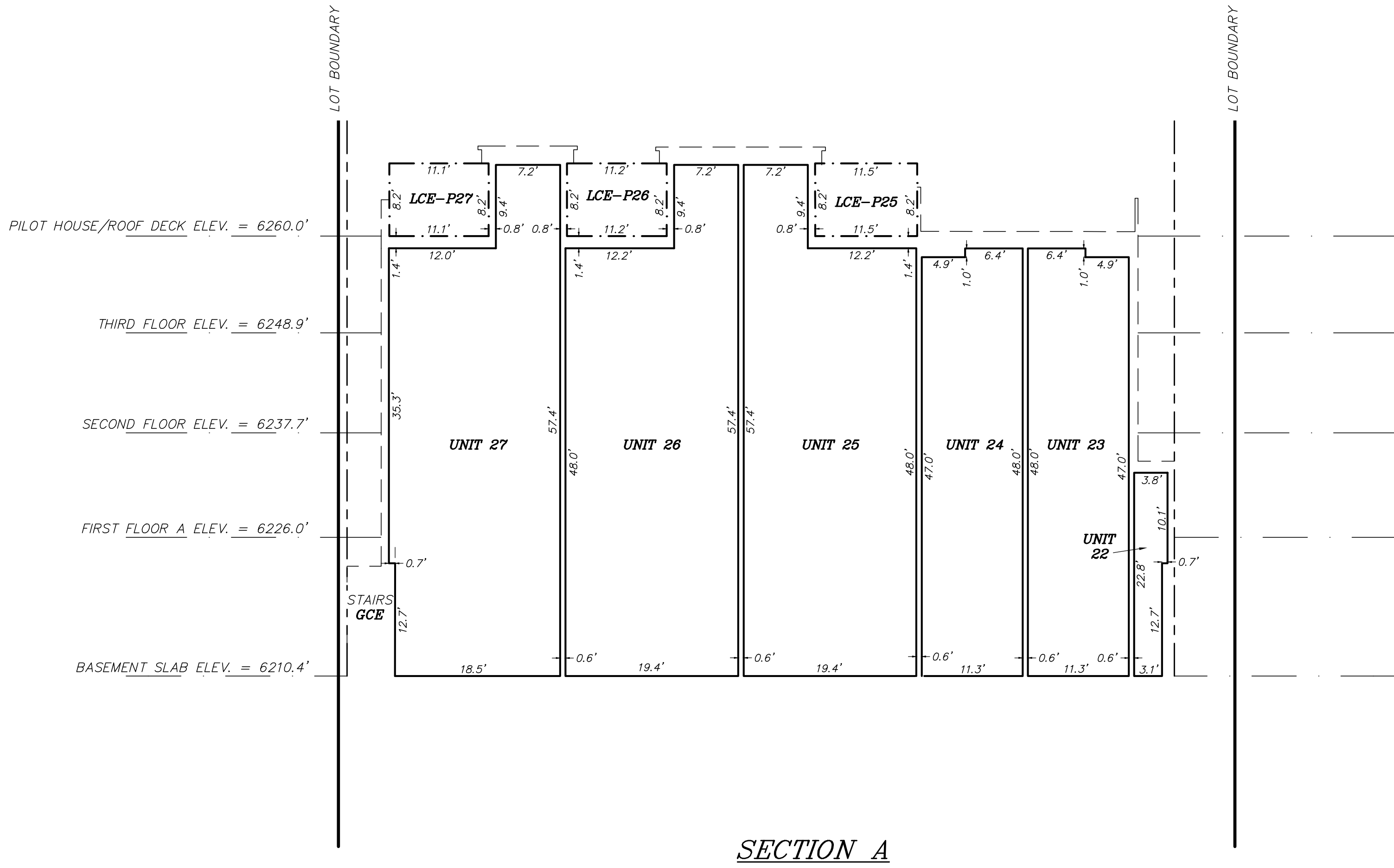
ROOF LEVEL PLAN VIEW

THE GLENWOOD PHASE 2 CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, PLAT NO. _____

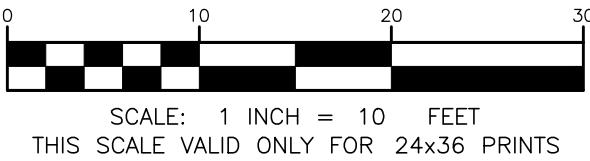
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 7 Of 12

Plotted by Jorgensen on May 28, 2025, 2:24pm
\\jorg\m\m\m\jorg\2025\18105 - Base - Drawings\Survey\Condo Plat - Phase II\18105-Details-Phase II.dwg



- NOTES
1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
 2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
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 6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
 7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
 8. UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.
 9. IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS AND FLOORS COMPRISE THE UNIT BOUNDARIES.
 10. BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS (SHEETS 8-12)



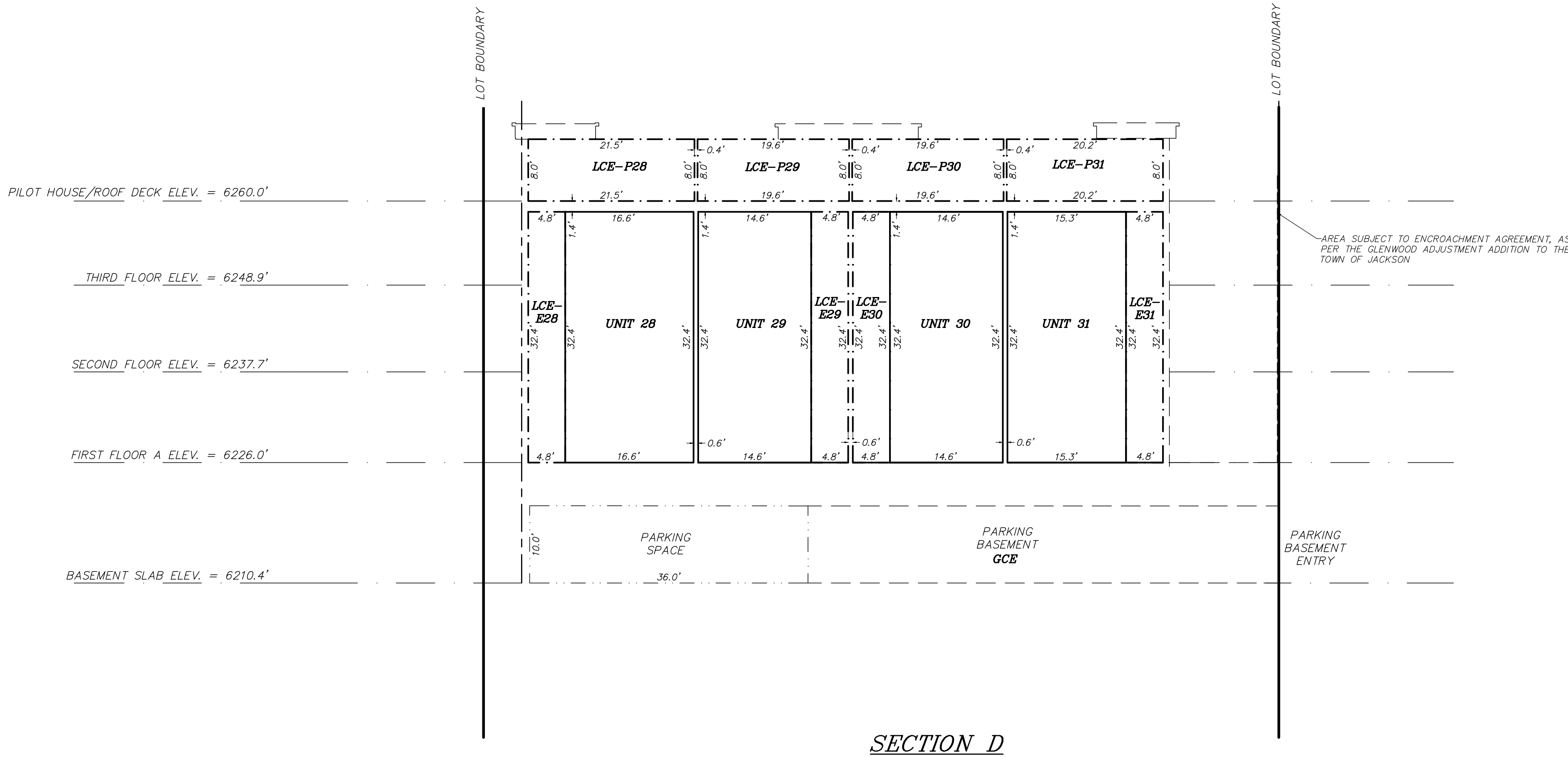
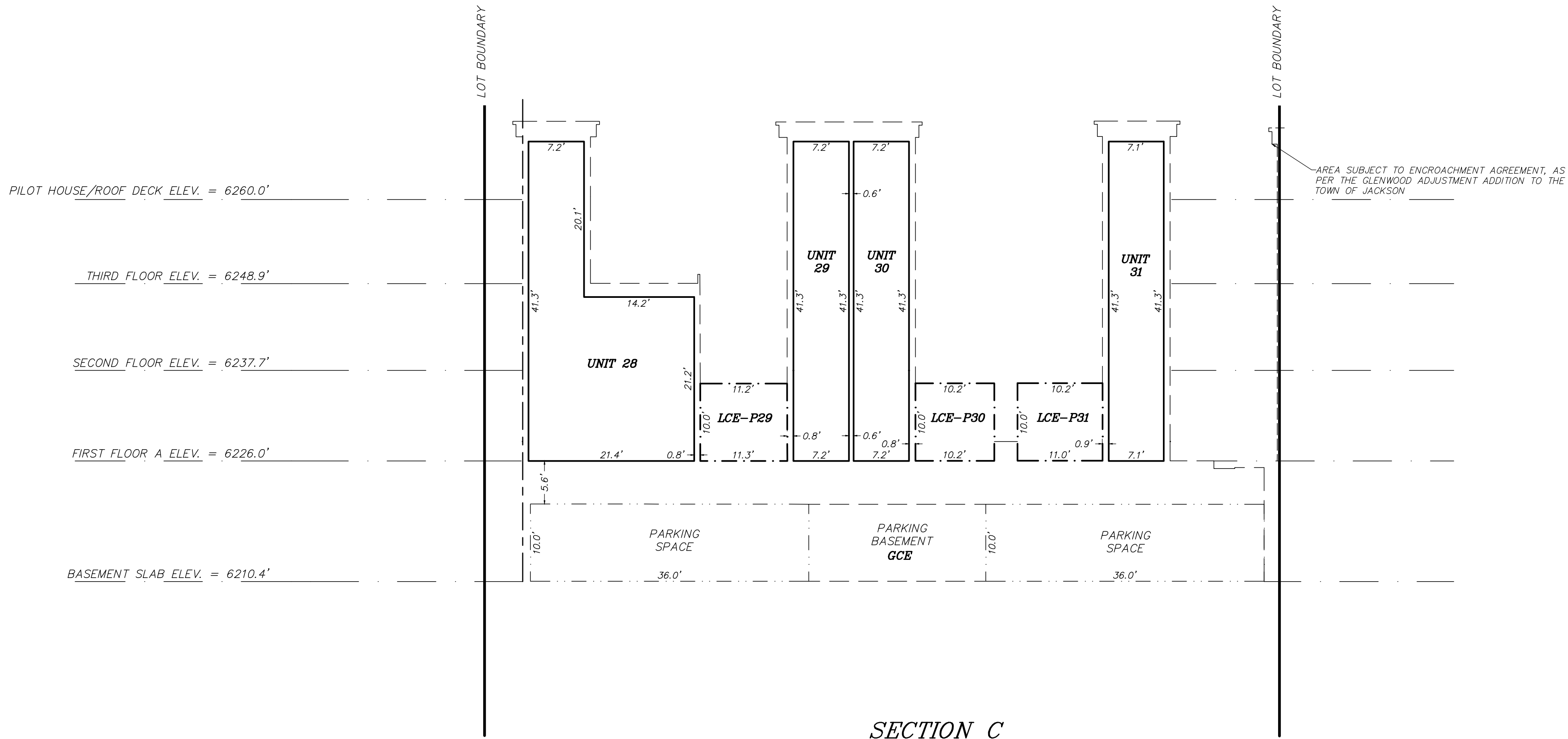
SECTIONS A & B

THE GLENWOOD PHASE 2
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
THE TOWN OF JACKSON, PLAT NO. _____

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 8 Of 12

Plotted by Jorgensen on May 28, 2025, 2:25pm
\\jorg\h\m\working\2025\18105 - Bear - Dev\60-Stamp\Condo Plat - Phase II\18105-Details - Phase II.dwg

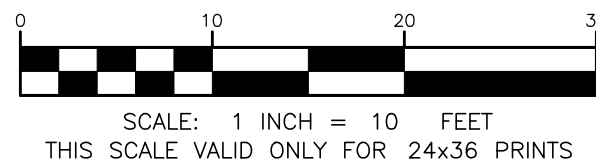


LEGEND

- UNIT 1**
- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)
- Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
- Building footprint line
- Represents an interior building ceiling or wall face limit or the building exterior face of siding. Shown for illustrative purposes only.
- Boundary of Limited Common Elements, including patios, elevators and storage spaces
- Represents area of encroachment agreement, per The Glenwood Adjustment Addition
- GCE**
- LCE-P**
- Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
- LCE-E**
- Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
- 26**
- Represents the extents of individual parking spaces located in the basement and the associated stall identification number. Refer to Declaration for Lot parking space allocations.
- (14.3)**
- Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
- (13.7)**
- Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

NOTES

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- BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS (SHEETS 8-12)



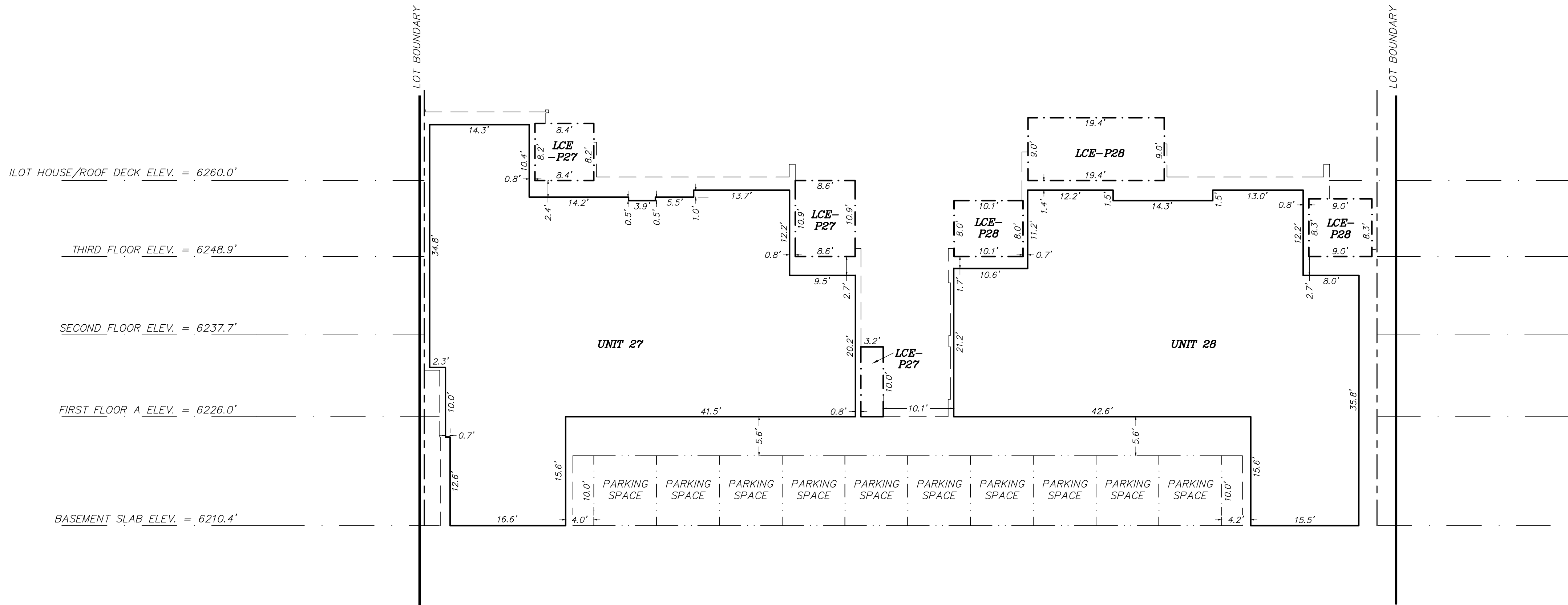
SECTIONS C & D

**THE GLENWOOD PHASE 2
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
THE TOWN OF JACKSON, PLAT NO. _____**

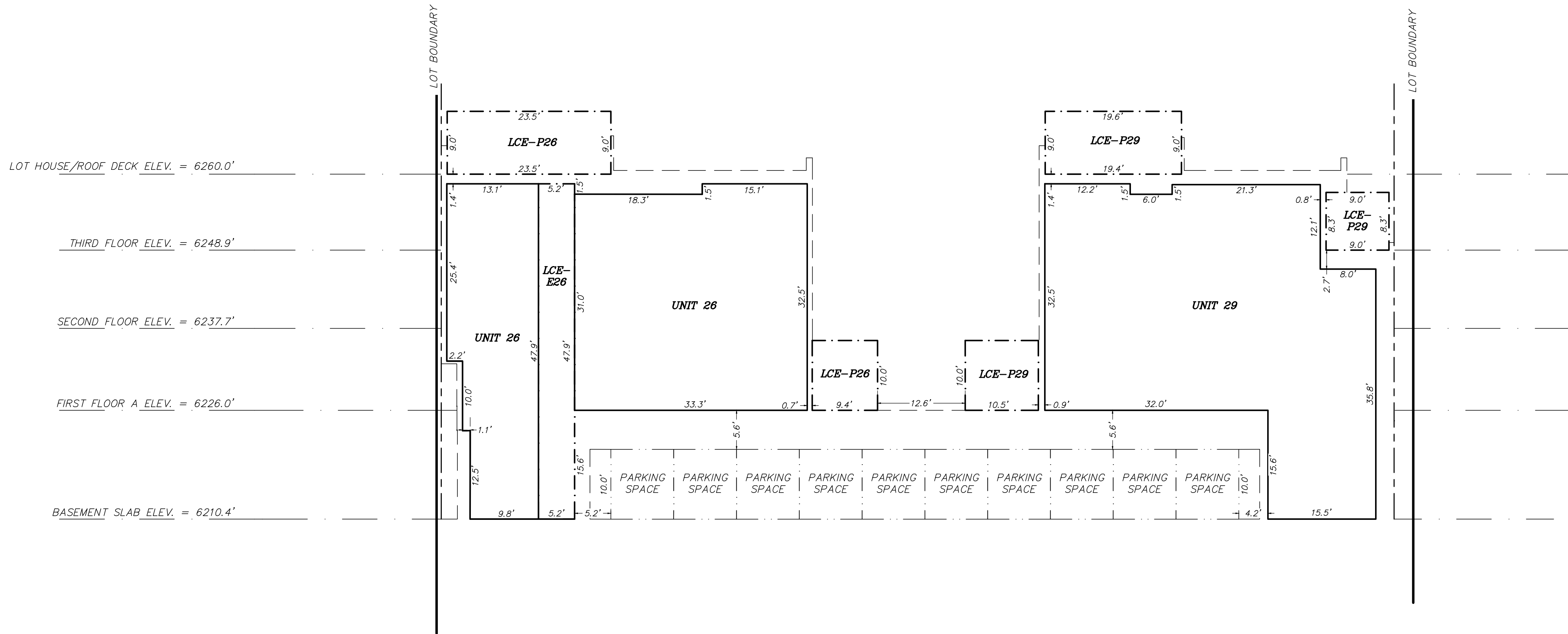
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 9 Of 12

Plotted by Jorgensen on May 28, 2025 - 2:50pm
\\jorg\GIS\MapInfo\GIS\2025\18105-Base-Divide-Survey\Condo Plat - Phase II\18105-Divide-Phase II.dwg



SECTION E



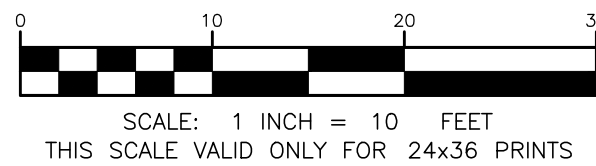
SECTION F

LEGEND

- UNIT 1**
- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)
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 - Building footprint line
 - Represents an interior building ceiling or wall face limit or the building exterior face of siding. Shown for illustrative purposes only.
 - Boundary of Limited Common Elements, including patios, elevators and storage spaces
 - Represents area of encroachment agreement, per The Glenwood Adjustment Addition
- GCE**
- LCE-P**
Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
 - LCE-E**
Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
 - 26**
Represents the extents of individual parking spaces located in the basement and the associated stall identification number. Refer to Declaration for Lot parking space allocations.
 - (14.3)**
Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
 - (13.4)**
Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

NOTES

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- BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS (SHEETS 8-12)

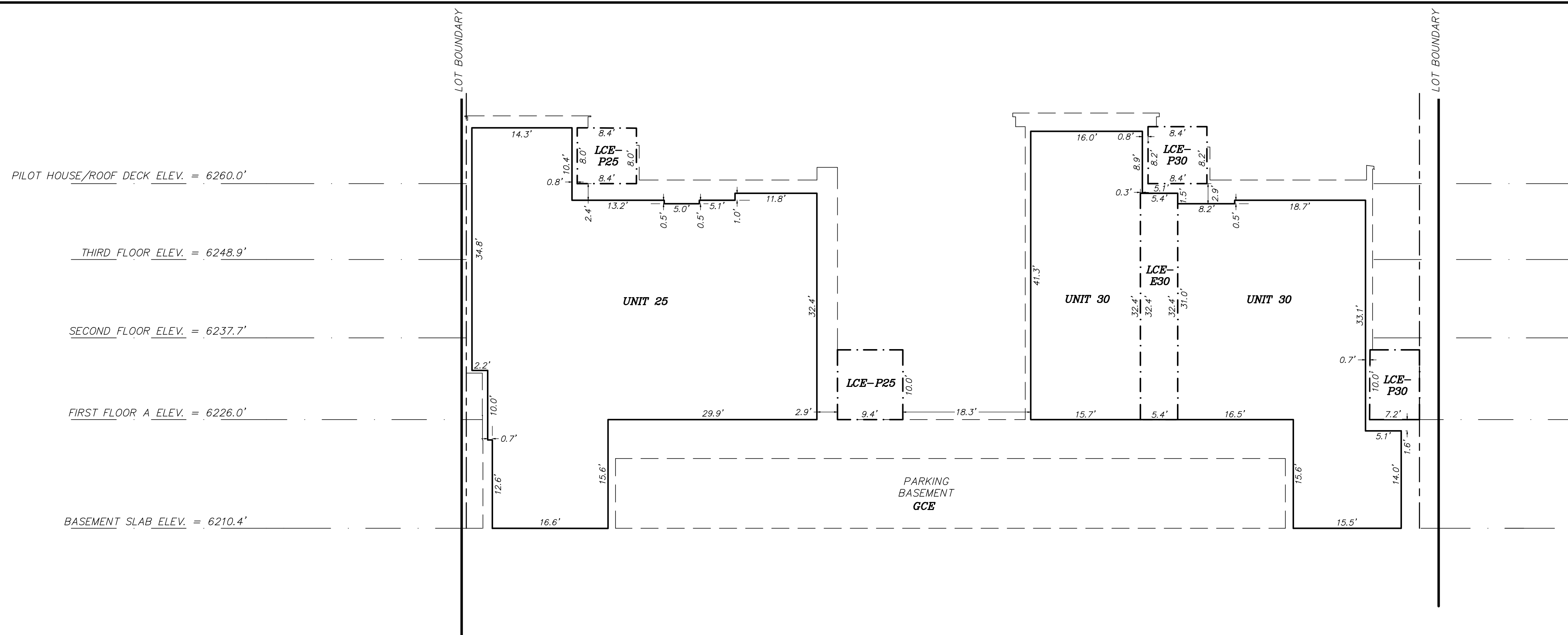


SECTIONS E & F

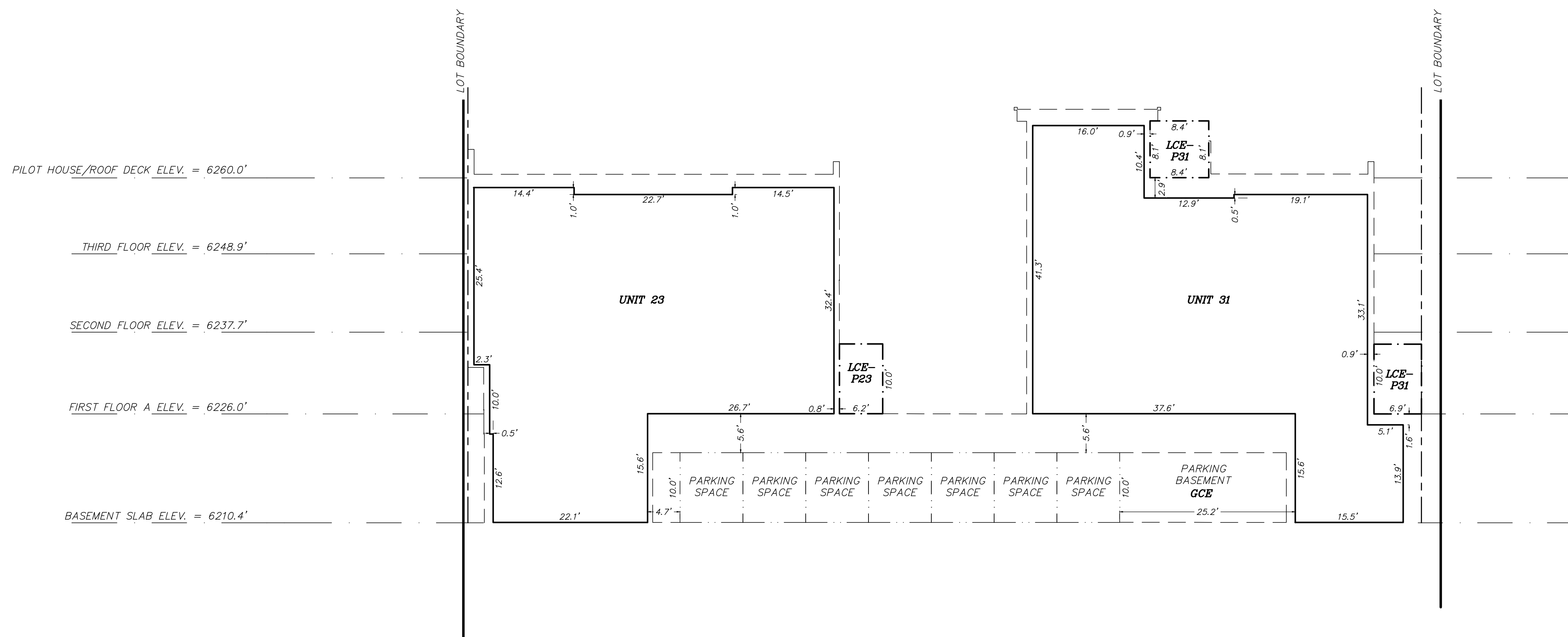
THE GLENWOOD PHASE 2
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
THE TOWN OF JACKSON, PLAT NO. _____

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 10 Of 12



SECTION G



SECTION H

LEGEND

UNIT 1

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)

- *Building footprint line*

Represents an interior building ceiling or wall face limit or the building exterior face of siding. Shown for illustrative purposes only.

• *Boundary of Limited Common Elements, including patios, elevators and storage spaces*

• *Boundary of Limited Common Elements, including patios, elevators and storage spaces*

• *Boundary of Limited Common Elements, including patios, elevators and storage spaces*

• *Boundary of Limited Common Elements, including patios, elevators and storage spaces*

Represents area of encroachment agreement, per The Glenwood Adjustment Addition

General Common Element (Common Element used interchangeably within said Declaration);

Limited Common Elements – Patio: those *Limited Common Elements*, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

Limited Common Elements – Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

Represents the extents of individual parking spaces located in the basement and the associated stall identification number. Refer to Declaration for Lot parking space allocations.

Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

NOTES

1. PLAN WALLS AND SECTION VIEWS DEPICTED ON THIS PLAN WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
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SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

SECTIONS G & H

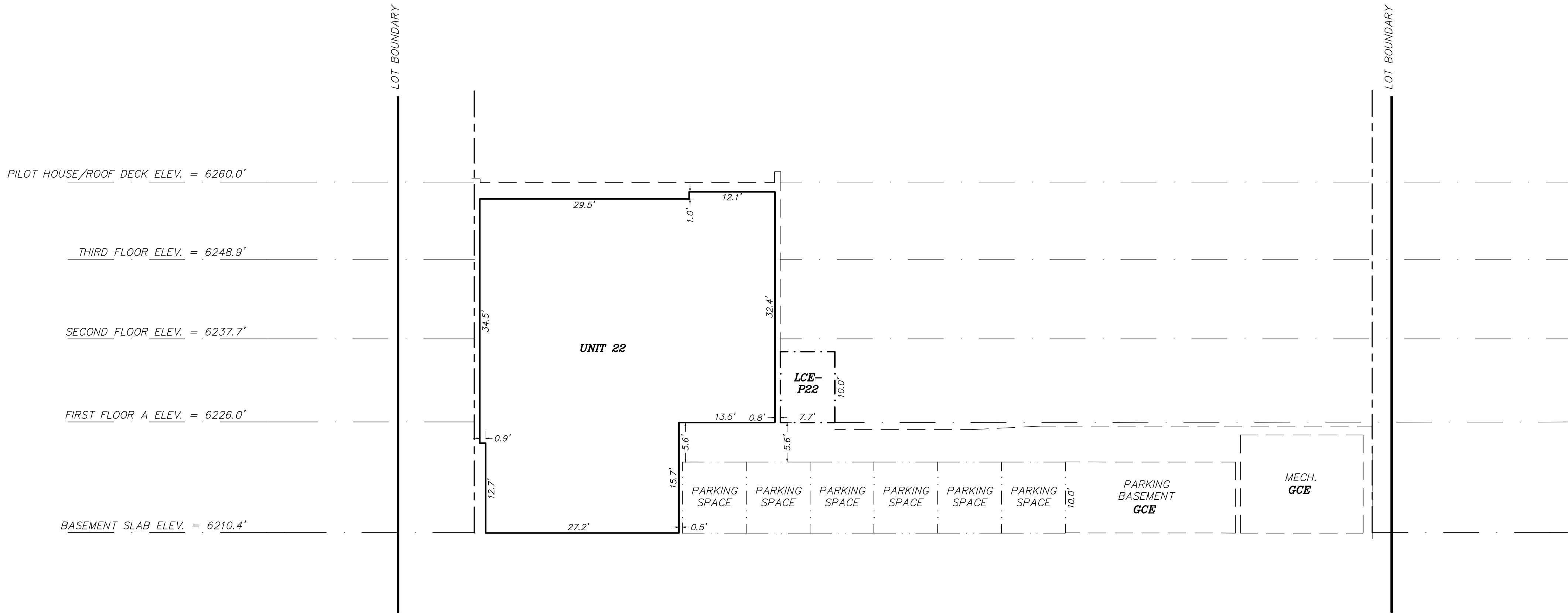
THE GLENWOOD PHASE 2
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LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R16W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 11 Of 12

PREPARED BY: RF LAST REVISED: 03/20/2025
MAP PREPARED: 07/15/2024 PROJECT NUMBER: 18105.60

Plotted by jorgensen on Mar 28, 2025 - 2:50pm
\\s01\h01\m01\jorgensen\2025\18105 - Base Design\Survey\Condo Plat - Phase II\18105-02a.dwg
Phase II\18105-02a.dwg



SECTION I

LEGEND

UNIT 1

- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)
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GCE

LCE-P

LCE-E

26

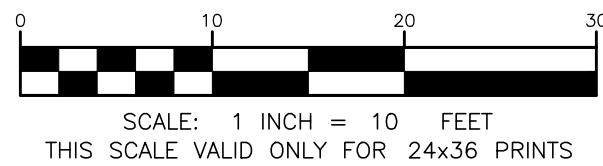
14.3

13.4

- General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
- Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
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SECTION I

THE GLENWOOD PHASE 2
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL WITH
LOT 100 OF THE GLENWOOD ADJUSTMENT ADDITION TO
THE TOWN OF JACKSON, PLAT NO. _____

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 12 Of 12



Town of Jackson Planning and Building Department

LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT

Stephen R. Mills, President of Glenwood JH, Inc.

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 Glenwood JH, Inc. is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 185 N. Glenwood St.

Legal Description: Lot 1-4, Block 6, Town of Jackson

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Matt Gotham, Jorgensen Associates, Inc.

Mailing address of Applicant/agent: PO Box 9550, Jackson, WY 83002

Email address of Applicant/agent: mgotham@jorgeng.com

Phone Number of Applicant/agent: 307-733-5150

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:

[X] 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.

Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other not individual Owner

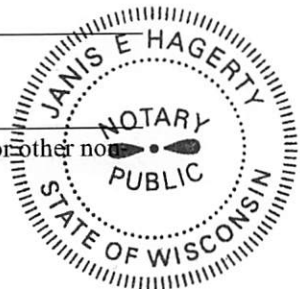
STATE OF WISCONSIN)
COUNTY OF KENOSHA) SS.

The foregoing instrument was acknowledged before me by Stephen R. Mills this 30th day of August, 2021.

WITNESS my hand and official seal.

Notary Public signature and seal

My commission expires: 02/10/2024



Jackson Hole News&Guide

Public NOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
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Rate: \$24.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

JANUARY 22, 2025

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, January 27, 2025, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 01/22/25

Teton County Board of Commissioners
Regular Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, January 28, 2025, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 01/22/25

TETON COUNTY DIVISION OFFICES

• REQUEST FOR BIDS •

INVITATION TO BID
TETON COUNTY FAIR
2025 CLEANING CONTRACT
Bid ID: 195951
Bid #: 2025-001

Invitation to Bid on the cleaning of certain buildings owned and operated by Teton County Fairgrounds located in Teton County, Wyoming. The buildings include: the Community Building, the Fair Office, the Heritage Arena, the Rodeo Arena, six (6) restrooms and all property located at the Teton County Fairgrounds. Bids will be accepted for all locations plus the restrooms and the entire fairgrounds as a whole. The cleaning contract shall start on Wednesday July 16 and end on Wednesday July 30, 2025 for the cleaning of the buildings and spaces listed above.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the cleaning contract prior to 1:00PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the cleaning needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 CONSTRUCTION CONTRACT
Bid ID: 195954
Bid #: 2025-002

Invitation to Bid for the set up and tear down of the 2025 Teton County Fair. The Teton County Fair event consists of horse show events, a carnival, vendors, acts and entertainment, night events, 4-H livestock barn, Exhibit Hall, Big Top Tent, campers and any other unforeseen construction needs. The construction contract shall start on Wednesday July 16 and end on Friday August 1, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the construction contract prior to 1:30PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the construction needs

of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 ELECTRICAL CONTRACT
Bid ID: 195956
Bid #: 2025-003

Invitation to Bid on the electrical contract for the 2025 Teton County Fair. The Teton County Fair event consists of a carnival, vendors area, acts and entertainment, night events, Heritage Arena, Exhibit Hall, Rodeo Arena, campers and any other unforeseen electrical needs. The electrical contract shall be for the week of Monday July 21 through Monday July 28, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for an electrical contract prior to 2:00PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming for the electrical needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 PARKING CONTRACT
Bid ID: 195957
Bid #: 2025-004

Invitation to Bid on the parking contract for the 2025 Teton County Fair. Contractor must manage 2 parking stations on Snow King Ave throughout the main five days of the Fair. The parking contract will be for the days of Wednesday July 23 through Sunday July 27, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the parking contract prior to 2:30PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the parking needs for the 2025 Teton County Fair.

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 EVENT SECURITY CONTRACT
Bid ID: 195958
Bid #: 2025-005

Invitation to Bid on the event security contract for the 2025 Teton County Fair. The Teton County Fair event consists of a carnival, vendors, acts and entertainment, night events, 4-H Livestock Barn, Exhibit Hall, Rodeo Arena, Big Top Tent, campers and any other unforeseen security needs. The event security contract will be for the days of Wednesday July 23 through Sunday July 27, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the event security contract prior to 3:00PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the event security needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

Request for Qualifications
Teton County Fair
2025 Fair Rodeo Stock Contractor
RFQ ID: 195959
RFQ #: 2025-006

Teton County/Teton County Fair Board is issuing this Request for Qualifications (“RFQ”) in search of a Rodeo Stock Contractor. An individual or business that has expertise and experience with the production of a rodeo, specifically through providing and managing all stock necessary for the event, and to be on-site the day of the rodeo to help successfully execute the 2025 Teton County Fair Rodeo.

Experienced individuals or businesses are invited to provide the information listed in this RFQ to the Teton County Fair Board (TCFB) up to but not later than 3:30PM MST on Monday February 3, 2025.

Project Description: Please see Scope of Work.

Accessibility: The RFQ instructions and supplemental documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

Respondents may register (free) on Public Purchase to access the RFQ and respond to it. Questions regarding the RFQ may be posted on the Public Purchase website. Answers will be posted and both questions and answers will be available to all respondents.

Proposals may be submitted:
-Online through Public Purchase
-Mailed USPS to Teton County Fair PO Box 3075 Jackson, WY 83001
-Delivered in-person at the Teton County Fair Office 305 W. Snow King Ave Jackson, WY 83001
-Emailed to Rachel Grimes, Fair Manager, rgrimes@teton-countywy.gov

Responses will be presented publicly at 3:30PM MST on Monday February 3, 2025 at the Teton County Fair Office located at 305 W. Snow King Ave in Jackson, WY.

END OF INVITATION
Publish: 01/22, 01/29/25

TETON COUNTY, WYOMING
INTEGRATED SOLID WASTE AND RECYCLING
JACKSON, WYOMING

TETON COUNTY POST OFFICE
PAPER RECYCLABLES COLLECTION

Request for Proposals

Project Name: Teton County, Wyoming Post Office Paper Recyclables Collection

The Issuing Office for the Bidding Documents is Teton County Integrated Solid Waste and Recycling, 3270 S. Adams Canyon Road., Jackson, WY, 83001. The Request for Proposals is for the

• Public Notices •

collection, all necessary equipment, labor and transportation required to remove all mail-related paper recyclables from four (4) Teton County Post Offices and transport said paper recyclables to the Teton County Recycling Center. The contract period for the Post Office paper recyclables collection Contract is two (2) years, with an option to renew for an additional two (2) years if agreeable to both parties. Bid documents are available for download through Public Purchase (www.publicpurchase.com); Bid ID: 196373).

Proposals will be accepted electronically through Public Purchase until 2:00 pm (MST), March 3, 2025. Instructions for submittals are available on the Teton County website at Departments/General Services/Purchasing: <http://www.teton-countywy.gov/1951/Purchasing>

Proposals will be opened at 2:00 pm (MST), March 3, 2025, after closing and upon release by Public Purchase in the office of the Superintendent of Integrated Solid Waste. The public and any interested parties are invited to attend via Zoom conference call (ID 812 2227 8079).

The Owner reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals. Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders. **Publish: 01/22, 01/29/25**

TOWN OF JACKSON NOTICES

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
Gregory Lane Infrastructure Improvements TOJ Bid No. 25-04

Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of the Gregory Lane Infrastructure Improvements Project.

Sealed Bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at Townclerk@jacksonwy.gov until Thursday, February 20, 2025 at 2:00 PM Local Time. At that time the Bids received will be publicly opened and read at that location. Bids shall be delivered according to the Instructions to Bidders.

The Project generally includes the installation of new water, sewer, and stormwater main lines, service connections, cable utilities, street lights, concrete curb and gutter, sidewalks, adjacent property access driveways, and asphalt road surface. The project schedule generally runs from Spring 2025 to Fall 2026 as coordinated with the Owner.

A pre-bid conference for all contractors will be held at the Town of Jackson Public Works Department Office located at 450 W. Snow King Avenue on Thursday, February 6, 2025 at 2:00 PM MST. Bids from general contractors not present at the pre-bid conference will be accepted. Attendance may be In-person or virtual.

Complete digital bidding documents are available at www.questcdn.com. You may download the Digital documents for a fee by inputting QuestCDN project No. 9475853 or Owner Project No. 25-04 on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 for assistance in membership registration, downloading plan sets, and working with this digital project information. Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, townengineering@jacksonwy.gov (Phone: 307-733-3079).

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests. **Publish: 01/22, 01/29/25**

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
2025 Chip Seal Project: TOJ Bid No. 25-08
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2025 Chip Seal Project. Sealed Bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at Townclerk@jacksonwy.gov until February 6, 2025 at 2:00pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. The project consists of approximately 250,000 square feet of chip seal treatment in various locations throughout Town. Construction timeline: July 14 - August 29, 2025. Issuing Office: Town of Jackson Engineering Division. Complete digital bidding documents available at www.questcdn.com. QuestCDN project No. 9499918 or Owner Project No. 25-08. Questions: TownEngineering@jacksonwy.gov (307-733-3079). Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer

to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests. **Publish: 01/22, 01/29/25**

• CONTINUED PUBLICATIONS •

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
2025 Spring and Fall Street Patching and Overlay Project: TOJ Bid No. 25-06
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2025 Spring and Fall Street Patching and Overlay Project. Sealed bids will be received at the office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001, (Town Hall), emailed bids will be received at TownClerk@jacksonwy.gov until January 30, 2025, at 2:00 pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. Street patching consists of approximately 50,000 total square feet of asphalt street patching in various locations throughout Town, divided between spring and fall construction timelines. Mill and overlay of various streets consist of approximately 85,000 total square feet occurring in the spring of 2025, and approximately 20,000 square feet of alley paving in the fall. Construction timeline: Spring Portion - April 15 through May 23, 2025; Fall Portion – September 2 through October 15, 2025. Issuing Office: Town of Jackson Engineering Division. Complete digital bidding documents are available at www.questcdn.com. You may download the digital documents by inputting QuestCDN project No. 9489349 or Owner Project No. 25-06 on the website's projects tab search page. Please contact QuestCDN.com for assistance in membership registration, downloading plan sets, and working with this digital project information.

Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, TownEngineering@jacksonwy.gov (Phone: 307-733-3079, Ext. 1414). For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests. **Publish: 01/15, 01/22/25**

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

Public Notice:

Proclamation and Notice of Spring Creek Improvement and Service District Election

Public Notice is hereby given that a Special Election shall be held on Tuesday May 6th, 2025, for the purpose of electing one (1) director of the Spring Creek Improvement and Service District. The County Clerk and her staff will conduct the Special Election by mail ballot. The two names on the ballot will be Donna Falk and Marc Segal. The previous election was in November 2024, but it was declared null and void by the appointed canvassing board. The term of the elected position will be three- and one-half years (3.5); the term ending with the District's November 2028 election.

Pursuant to Wy Statute 22-16-123(b)(i), each qualified elector of the District is entitled to vote and shall be mailed a ballot with a return envelope between 25 days and 15 days before May 6, 2025. If you are a landowner, but not a registered voter, you may request a ballot to vote as a landowner from the County Clerk. Voting is also permitted at the Teton County Clerk's office on Election Day, May 6, 2025, from 8am to 5pm at 200 S Willow Street, Jackson WY. Ballots must be returned in the envelope, which is provided to the Election Official, The Teton County Clerk, no later than 5pm on May 6, 2025. Contact the Teton County Clerk's Office with questions. 307-733-4430 **Publish: 01/22, 01/29/25**

• INTENT TO SUBDIVIDE •

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, Glenwood JH, Inc. intends to apply for a permit to subdivide in the Town of Jackson. The proposed subdivision will contain 10 condominium units. The project is located on 0.32 acres, currently described as Lots 5-6, Blk 6, a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Phase II Condominium Addition to the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. **Publish: 01/22, 01/29/25**

• CONTINUED PUBLICATIONS •

PUBLIC NOTICE

The Wyoming Public Service Commission (Commission) approved the Application of Wyoming Gas Company, a division of Natural Gas Processing Co. (Wyoming Gas or the Company) for authority to pass on a decrease in its wholesale gas supply cost of \$0.0201 per CCF.

1. The Company's proposal results in a decrease of \$1.40, or 2.24%, before taxes, in the monthly bill for a typical residential customer using 70 CCF per month during the rate effective period of October 1, 2024, through September 30, 2025. Actual bills will vary with usage.

2. Commission Rule Chapter 3, Section 26 allows a utility to pass-on, to its customers, known or projected commodity cost increases or decreases, on a dollar-for-dollar basis, subject to public notice, opportunity for hearing, and refund.

3. Wyoming Gas's Application is available for inspection at the Commission or <https://dms.wyo.gov/external/publicusers.aspx> (Enter Record No. 17676).

4. Anyone desiring to file a statement, intervention petition, protest, or request for a hearing must file in writing with the Commission, on or before January 23, 2025. A proposed intervention or request for a hearing shall set forth the grounds, the position and interest of the petitioner in this proceeding.

5. If you wish to participate in this matter and you require reasonable accommodation for a disability, contact the Commission at (307) 777-7427, or 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications-impaired persons may contact the Commission by accessing Wyoming Relay at 711. Please mention Docket No. 30009-78-GP-24.

Dated: December 23, 2024.

Publish: 01/15, 01/22/25

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
LORELIE BAILEY MILLER,
Deceased

Probate No.: 2024-CV-0019197

NOTICE OF PROBATE

You are hereby notified that on December 30, 2024 the Last Will and Testament of Lorelie Bailey Miller (the "Decedent") was admitted to probate by the above named Court, and Robert M. Schneider was appointed personal representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to Lorelie Bailey Miller or to Lorelie Bailey Miller's Estate, are requested to make immediate payment to the Estate of Lorelie Bailey Miller, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED December 30, 2024.

[signed]
M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street, Ste 2A
P.O. Box 2922
Jackson, WY 83001-2922
(307) 733-4117 Phone
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Personal Representative
Publish: 01/08, 01/15, 01/22/25

TOM HALL

TETON REGION
MARKETING EXPERT



LET'S WORK
Together!

Jackson Hole News&Guide

307.739.9540

Tom@JHNewsAndGuide.com

Jackson Hole News&Guide

PublicNOTICES

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How to place a Public Notice

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LEGAL DEADLINE: THURSDAY AT 3:00 PM

JANUARY 29, 2025

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, February 3, 2025, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 01/29/25

Teton County Board of Commissioners
Regular Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, February 4, 2025, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 01/29/25

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY PLANNING COMMISSION MEETING
02/24/2025
Notice is hereby given that a Public Hearing will be held by the Teton County PLANNING COMMISSION for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Monday, 02/24/2025 in their regular meeting which begins at 6:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: SJ Planning Solutions, c/o Susan Johnson
Permit No.: MSC2024-0037
Request: A Miscellaneous Planning Request pursuant to Sections 8.2.15 and 4.5.1 of the Teton County Land Development Regulations for a Master Site Plan in Area I of the Northern South Park Incentive Overlay.
Location: Area I of the Northern South Park Incentive Overlay, also PIDNs 22-40-16-06-3-00-023 and 22-40-16-06-3-00-020. Generally located Southeast of the intersection of High School Road and South Park Loop Road. The two parcels are zoned Rural-1 and are in the Scenic Resources and the Northern South Park Incentive overlays.

Applicant: SJ Planning Solutions, c/o Susan Johnson
Permit No.: VAR2024-0003
Request: A Variance pursuant to Section 8.8.2. of the LDRs to vary the dimensional limitations of the Teton Village Master Plan to reduce the Landscape Surface Ratio (LSR) standards applicable to Walk Festival Hall in Teton Village Area I, being a proposed reduction to 16.3% where 18.7% is currently required.
Location: The subject property, Lot 174, Pt. Lot 20, Jackson Hole Ski Corp. Addition, Fifth Filing, is located on and accessed from 3330 W Cody Lane, Teton Village, WY. The property is zoned Planned Resort (PR) wand the County Lodging Overlay.
Publish: 01/29/25

• CONTINUED PUBLICATIONS •

INVITATION TO BID
TETON COUNTY FAIR
2025 CONSTRUCTION CONTRACT
Bid ID: 195954
Bid #: 2025-002

Invitation to Bid for the set up and tear down of the 2025 Teton County Fair. The Teton County Fair event consists of horse show events, a carnival, vendors, acts and entertainment, night events, 4-H livestock barn, Exhibit Hall, Big Top Tent, campers and any other unforeseen construction needs. The construction contract shall start on Wednesday July 16 and end on Friday August 1, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the construction contract prior to 1:30PM MDT on Monday February 3, 2025 at the Teton Coun-

ty Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the construction needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 ELECTRICAL CONTRACT
Bid ID: 195956
Bid #: 2025-003

Invitation to Bid on the electrical contract for the 2025 Teton County Fair. The Teton County Fair event consists of a carnival, vendors area, acts and entertainment, night events, Heritage Arena, Exhibit Hall, Rodeo Arena, campers and any other unforeseen electrical needs. The electrical contract shall be for the week of Monday July 21 through Monday July 28, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for an electrical contract prior to 2:00PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming for the electrical needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

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The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 PARKING CONTRACT
Bid ID: 195957
Bid #: 2025-004

Invitation to Bid on the parking contract for the 2025 Teton County Fair. Contractor must manage 2 parking stations on Snow King Ave throughout the main five days of the Fair. The parking contract will be for the days of Wednesday July 23 through Sunday July 27, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the parking contract prior to 2:30PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the parking needs for the 2025 Teton County Fair.

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 CLEANING CONTRACT
Bid ID: 195951
Bid #: 2025-001

Invitation to Bid on the cleaning of certain buildings owned and operated by Teton County Fairgrounds located in Teton County, Wyoming. The buildings include: the Community Building, the Fair Office, the Heritage Arena, the Rodeo Arena, six (6) restrooms and all property located at the Teton County Fairgrounds. Bids will be accepted for all locations plus the restrooms and the entire fairgrounds as a whole. The cleaning contract shall start on Wednesday July 16 and end on Wednesday July 30, 2025 for the cleaning of the buildings and spaces listed above.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the cleaning contract prior to 1:00PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the cleaning needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

INVITATION TO BID
TETON COUNTY FAIR
2025 EVENT SECURITY CONTRACT
Bid ID: 195958
Bid #: 2025-005

Invitation to Bid on the event security contract for the 2025 Teton County Fair. The Teton County Fair event consists of a carnival, vendors, acts and entertainment, night events, 4-H Livestock Barn, Exhibit Hall, Rodeo Arena, Big Top Tent, campers and any other unforeseen security needs. The event security contract will be for the days of Wednesday July 23 through Sunday July 27, 2025.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the event security contract prior to 3:00PM MDT on Monday February 3, 2025 at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the event security needs of the 2025 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 01/22, 01/29/25

Request for Qualifications
Teton County Fair
2025 Fair Rodeo Stock Contractor
RFQ ID: 195959
RFQ #: 2025-006

Teton County/Teton County Fair Board is issuing this Request for Qualifications (“RFQ”) in search of a Rodeo Stock Contractor. An individual or business that has expertise and experience with the production of a rodeo, specifically through providing and managing all stock necessary for the event, and to be on-site the day of the rodeo to help successfully execute the 2025 Teton County Fair Rodeo.

Experienced individuals or businesses are invited to provide the information listed in this RFQ to the Teton County Fair Board (TCFB) up to but not later than 3:30PM MST on Monday February 3, 2025.

• Public Notices •

Project Description: Please see Scope of Work.

Accessibility: The RFQ instructions and supplemental documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

Respondents may register (free) on Public Purchase to access the RFQ and respond to it. Questions regarding the RFQ may be posted on the Public Purchase website. Answers will be posted and both questions and answers will be available to all respondents.

Proposals may be submitted:
-Online through Public Purchase
-Mailed USPS to Teton County Fair PO Box 3075 Jackson, WY 83001
-Delivered in-person at the Teton County Fair Office 305 W. Snow King Ave Jackson, WY 83001
-Emailed to Rachel Grimes, Fair Manager, rgrimes@teton-countywy.gov

Responses will be presented publicly at 3:30PM MST on Monday February 3, 2025 at the Teton County Fair Office located at 305 W. Snow King Ave in Jackson, WY.

END OF INVITATION
Publish: 01/22, 01/29/25

TETON COUNTY, WYOMING
INTEGRATED SOLID WASTE AND RECYCLING
JACKSON, WYOMING

TETON COUNTY POST OFFICE
PAPER RECYCLABLES COLLECTION

Request for Proposals

Project Name: Teton County, Wyoming Post Office Paper Recyclables Collection

The Issuing Office for the Bidding Documents is Teton County Integrated Solid Waste and Recycling, 3270 S. Adams Canyon Road., Jackson, WY, 83001. The Request for Proposals is for the collection, all necessary equipment, labor and transportation required to remove all mail-related paper recyclables from four (4) Teton County Post Offices and transport said paper recyclables to the Teton County Recycling Center. The contract period for the Post Office paper recyclables collection Contract is two (2) years, with an option to renew for an additional two (2) years if agreeable to both parties. Bid documents are available for download through Public Purchase (www.publicpurchase.com; Bid ID: 196373).

Proposals will be accepted electronically through Public Purchase until 2:00 pm (MST), March 3, 2025. Instructions for submittals are available on the Teton County website at Departments/General Services/Purchasing: <http://www.teton-countywy.gov/1951/Purchasing>

Proposals will be opened at 2:00 pm (MST), March 3, 2025, after closing and upon release by Public Purchase in the office of the Superintendent of Integrated Solid Waste. The public and any interested parties are invited to attend via Zoom conference call (ID 812 2227 8079).

The Owner reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals. Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.
Publish: 01/22, 01/29/25

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
JANUARY 21, 2025 JACKSON, WYOMING
The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Kevin Regan and Devon Viehman. Councilmember Selection Process: Applicants to Interview Selection and interview Question Identification. Tyler Sinclair made staff comment. Council held discussion. Council recessed at 2:20pm and reconvened at 2:26pm. Discussion continued. A motion was made by Jonathan Schechter to recess or adjourn to executive session pursuant to Wyoming Statute §16-4-405(a)(ii) and Wyoming Statute 16-4-405(a)(vii). The motion died for lack of a second. Discussion continued. Council recessed at 2:48pm and reconvened at 2:56pm. A motion was made by Jonathan Schechter and seconded by Kevin Regan to recess or to executive session pursuant to Wyoming Statute §16-4-405(a)(ii) and Wyoming Statute 16-4-405(a)(vii). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Council entered executive session at 3:00pm and reconvened at 4:35pm. A motion was made by Jonathan Schechter and seconded by Devon Viehman to interview the following three applications: Alyson Sperry, Katie Wilson, and Shelby Read. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Discussion continued. A motion by Devon Viehman and seconded by Kevin Regan was made to add Frederic Gordon to the list of applicants to interview. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Discussion continued. A motion was made by Jonathan Schechter and seconded by Devon Viehman to add Scott Anderson to the list of applicants to interview. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. A motion was made by Jonathan Schechter and seconded by Kevin Regan to move the interview question identification discussion to the evening meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. There was no discussion. Council Priorities and Upcoming Agendas. There was no discussion. Adjourn. A motion was made by Jonathan

Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:52p.m.

Minutes: rt.
Publish: 01/29/25

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
JANUARY 21, 2025 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 Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Kevin Regan. The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen read the Kelly Parcel Proclamation. Mayor Jorgensen introduced James Kahlo, Transit Operator, Wanna Johansson, Public Information Officer, and Andrew Bowen, Senior Planner. Public Comment. Timothy Anderson and Rick Howe made public comment. Consent Calendar. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the consent calendar including items A-F as presented with the following motions:
A. Meeting Minutes. To approve meeting minutes from the January 6, 2025 Regular Town Council Meeting.
B. Disbursements. To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$80.00; ACE EQUIPMENT & SUPPLY \$13,543.37; ACE HARDWARE \$1,849.20; AFLAC \$1,647.35; ALDER ENVIRONMENTAL LLC \$760.00; ALPHAGRAPHS \$1,478.16; AMAZON \$3,464.65; ANTLER MOTEL, INC. \$9,765.00; APPLE INC \$49.00; AT&T \$251.88; AXON ENTERPRISES, INC \$9,500.99; BADURA, KYLE \$100.00; BANK OF JACKSON HOLE \$45.00; BAUER, JAMISON \$55.80; BC VENTURES \$1,000.00; BEST BEST & KRIEGER \$1,928.50; BESTDRIVE IDAHO FALLS \$1,131.98; BIG R RANCH & HOME \$199.98; BISON LUMBER \$49.19; BLUE SPRUCE CLEANERS, INC \$219.08; BOLAND, ANITA \$2,200.00; BRIGGS, ERIC L \$194.35; BURKHOLDER, SHAWN \$2,039.63; CAMP ON INC \$13,300.00; CASELLE INC. \$1,973.00; CENTURYLINK \$107.63; CHARLIE'S PLUMBING OF JH \$1,920.00; CITY OF DRIGGS \$2,471.90; CLIMB WYOMING \$1,531.25; CMI - TECO \$468.88; CONRAD & BISCHOFF INC. \$56,638.17; CONTROL SYSTEM TECHNOLOGY, INC. \$18,784.50; CONWAY, LARS \$2,500.00; CORE & MAIN LP \$14,515.40; DEAN'S PEST CONTROL LLC \$270.00; DELTA DENTAL PLAN OF WYOMING \$9,693.30; DIRECT AUTOMOTIVE DIST \$171.21; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$300.00; E.R. OFFICE EXPRESS \$514.11; ELAN ONE CARD \$17,200.03; ENERGY 1 \$750.00; ENERGY LABORATORIES INC. \$385.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$25,083.64; EXPOSURE SIGNS INC \$651.00; FALL RIVER PROPANE \$1,459.32; FERGUSON ENTERPRISES, INC \$97.77; FIRE SERVICES OF IDAHO \$6,567.55; FLEET-PRIDE \$205.36; FSD INVESTMENTS, LLC \$14,975.00; GEMPLERS INC. \$289.97; GFOA \$460.00; GILLIG LLC \$21.56; GRIFFITH PARTNERSHIP LLC \$3,350.00; HAYES, BRANDY \$77.00; HERRING, JOHN \$175.00; HIGH COUNTRY LINEN \$2,177.13; HUB INTERNATIONAL \$3,281.00; IDAHO STATE TAX COMMISSION \$6,223.00; INTERMOUNTAIN SWEEPER CO. \$223.44; INTERSTATE BATTERY \$2,740.25; IVY OUTDOOR SERVICES LLC \$9,985.00; JACKSON GROUP LOCKBOX \$2,465.77; JACKSON HOLE NEWS & GUIDE \$13,141.65; JACKSON LUMBER INC \$1,554.90; JACKSON PAINT AND GLASS, INC. \$700.00; JONES SIMKINS \$23,740.00; JORGENSEN ASSOCIATES, PC \$18,722.10; KEENAN, PETER \$2,300.00; LENOVO (UNITED STATES) INC. \$36,788.92; LOCAL GOVT LIABILITY POOL \$1,000.00; LOWER VALLEY ENERGY INC \$53,746.99; MARKMAN, JASON \$2,835.00; MSC INDUSTRIAL SUPPLY CO \$680.41; NAPA AUTO PARTS INC. \$1,841.93; OMNI SECURITY SYSTEMS INC \$242.00; ONE CALL OF WYOMING \$90.00; PITTS, SAMANTHA \$77.83; PLAINSMAN PRINTING & SUPPLY \$734.73; PLATT \$4,768.36; PREMIER TRUCK-SALT LAKE CITY \$8,839.47; R & A SAFETY LLC \$633.50; RAMANATHAN, BRINDA \$2,500.00; RIDGELINE EXCAVATION INC \$105,307.85; RUI INC. DBA VILLAGE GARDNER \$198.00; SECOND MOUNTAIN LLC \$6,000.00; SERVPRO OF JACKSON HOLE \$12,914.36; SHORELINE CONSULTING \$2,272.72; SILLIMAN, JEFF \$90.00; SILVER CREEK SUPPLY \$117.39; SILVERSTAR \$3,363.33; SMITH POWER PRODUCTS, INC. \$480.08; SNAKE RIVER MEP COMPLETE, INC \$952.95; SPECIALTY CONSTRUCTION SUPPLY \$865.18; SPRING CREEK ANIMAL HOSPITAL \$736.45; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$10,973.31; STUPHENS, TALON \$77.83; STONE, KIRK \$3,087.00; SUNRISE ENVIRONMENTAL \$182.82; SYMBOLARTS, LLC \$135.00; TAPCO \$46,041.00; TETON COUNTY CLERK \$570,414.66; TETON COUNTY SHERIFF'S OFFICE \$82,486.35; TETON COUNTY-FUND 10 \$82,903.03; TETON COUNTY-FUND 13 \$45,647.31; TETON COUNTY-FUND 19 \$69.92; TETON MOTORS INC \$438.28; TETON ROPE ACCESS AND SERVICES, LLC \$1,400.00; TETON TRASH REMOVAL, INC. \$114.00; THE AFTERMARKET PARTS COMPANY, LLC \$497.00; THERMO FLUIDS, INC. \$281.75; THOMSON WEST \$1,209.20; THYSSEN KRUPP ELEVATOR CORP. \$3,698.36; T-MOBILE \$31.15; TMSC LLC \$3,524.10; UCM DIGITAL HEALTH, INC \$864.50; US HOMES LLC \$1,700.00; VALLEY WEST ENGINEERING, PC \$675.00; VERIZON WIRELESS \$7,725.65; VISA \$11,643.34; VISION SERVICE PLAN - (WY) \$1,831.34; WAM \$265.00; WBC PROPERTIES \$8,600.00; WESTECH \$17,986.01; WESTERN CHARTERS AND TOURS, LLC \$78,740.00; WESTERN STATE \$1,380.15; WHITE GLOVE CLEANING, INC. \$10,860.22; WILSON, JOHN \$2,200.00; WILSON, JOSH \$100.00; WRIGHT, JASON \$155.66; WSP USA INC. \$25,388.75; WY WORKERS' SAFETY & COMP \$25,609.99; WYOMING BUSINESS ALLIANCE \$275.00; WYOMING FIRST AID & SAFETY \$748.49; WYOMING LAW ENFORCEMENT \$155.00; WYOMING RETIREMENT SYSTEM \$191,894.89; WYOMING WATER QUALITY & POLLUTION CONTR \$360.00; YELLOW IRON EXCAVATION, LLC \$3,235.00; ZORO TOOLS, INC. \$811.89
C. December Municipal Court Report. To accept the December Municipal Court Report into record.
D. First Amendment to Lease Agreement Approval for Snow King Radio Tower. To approve the First Amendment to Lease Agreement with American Towers LLC and authorize the

Mayor to execute all necessary documents, subject to minor changes by staff.
E. Naming Official Depositories 2025. To designate Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson for 2025.
F. Cooperative Agreement with WYDOT for Broadway Slab Replacements and Sidewalks. To approve and authorize the Mayor to execute the Cooperative Agreement Between the Wyoming Department of Transportation and the Town of Jackson, subject to minor changes by staff.
There was no public comment on the consent calendar. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Public Art Allocation and Annual Plan. Susan Scarlata made staff comment. Council held discussion with staff. Carrie Gerraci answered questions on behalf of JH Public Art. There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to allocate \$244,377 into a Public Art Fund for art enrichment. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve \$107,500 for the FY25 Public Art Plan. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Pathway Safety Scoping Report. Brian Schilling made staff comment. Council held discussion with staff. Katherine Dowson made public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to direct staff to participate in Friends of Pathways process to develop a community-wide plan to maximize pathway and bike safety. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Resolution 25-05: Fiscal Year 2025 Budget Amendment #2. Kelly Thompson made staff comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Resolution 25-05 adopting amendments to the fiscal year 2025 budget as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinances. A motion was made by Jonathan Schechter and seconded by Devon Viehman to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinance P. An Ordinance Extending the Term of the Franchise Granted to CenturyLink. 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. There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Ordinance P, an ordinance extending the term of the franchise granted to CenturyLink, at third reading and designate it Ordinance 1434. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinance Q. An Ordinance Regarding Riding on Sidewalks and Motor-Assisted Devices. AN ORDINANCE AMENDING SECTIONS 10.14.010, DEFINITIONS, AND 10.14.040, RIDING ON SIDEWALKS, REGARDING MOTOR-ASSISTED DEVICES OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Ordinance Q on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinance R. An Ordinance Amending Water Rates for the Commercial Filling Station. AN ORDINANCE AMENDING TITLE 13, UTILITIES, CHAPTER 13.04, WATER SYSTEM, SECTION 13.04.300, WATER RATES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: Floren Poliseo made staff comment. There was no public comment. Council held discussion. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Ordinance R on first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. Council discussed public comments regarding performers. Council discussed interview questions that will be asked of Council vacancy finalists. A motion was made by Jonathan Schechter as seconded by Devon Viehman to approve the interview questions as presented:
1. What are the main skills or experience that you would bring to the Council?
2. If appointed, what decisions or issues would you like to see the Council address?
3. As you look out over the next 5-10 years, what kinds of changes, if any, do you see occurring to Jackson Hole? What role, if any, should the town government play in affecting those changes and their consequences?
4. There have been many discussions about the challenges we face with the Town of Jackson budget. Please share your thoughts on the Town's budget in the context of process, revenues and expenses.
5. The Town of Jackson is asked to provide a variety of services, whether directly (e.g., through police, public works, planning, and other town departments) or indirectly (e.g. through our funding of human services agencies). The costs of these services have been rising faster than town revenues, putting strains on the town's budget. How should we prioritize our expenditures?
6. Stewardship is frequently used when discussing community goals. Please share your thoughts on stewardship relative to our landscape as well as community. Specific examples of where we are succeeding and where we are challenged would be helpful.
7. Is there a limit on how many people can live in Jackson Hole? Regardless of your answer, how should we think about the consequences of further population growth?
8. Can we build our way out of our affordable housing problem? If not, how should we go about building affordable housing units and prioritizing who lives in them?
9. In relationship to community housing, what are your thoughts on opposition to creating deed-restricted housing within existing neighborhoods, and opposition to deed-restricted housing due to impacts on our environment, traffic, schools, or similar factors? Do you have any thoughts on the benefits of housing community members locally?
10. (statement by Mayor to Council, inviting follow up on previous answers) Are there any questions that Council would like

• Public Notices •

to ask relative to the responses to the application questions? 11. Do you have any other comments or points that you would like to add that you feel would help us in our deliberation? Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on Town of Jackson employee housing inventory, temporary sign permits, and Tree City USA application. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Executive Session. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn to executive session pursuant to Wyoming Statute § 16-4-405(a)(vii). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:39 p.m.

Minutes: rt.
Publish: 01/29/25

• PUBLIC HEARING •

PUBLIC HEARING

The Town of Jackson Town Council will hold a public hearing to consider a request for a Conditional Use Permit for Outfitter/Tour Operator use for the property located at 1300 Carol Lane, legally known as LOT 6, M-B SUBDIVISION; PIDN: 22-40-16-06-1-03-002. Go to <https://www.jacksonwy.gov/491/Agendas-Minutes> and click on the meeting agenda for directions to view and participate in the meeting. The hearing is scheduled for Tuesday, February 18, 2025, beginning at 6:00 p.m. The application can be viewed at <https://www.jacksonwy.gov/467/Current-and-Archived-Applications>. For further information, contact the Planning Dept. at 307-734-3493. [Item P24-105 Page]
Publish: 01/29/25

PUBLIC HEARING

The Town of Jackson Planning Commission will hold a public hearing to consider a request for a Conditional Use Permit for Assembly use at the property addressed 410 S Cache Street, legally known as NO. 1/2 LOTS 7,8, BLK. 1, BRUNDAGE; PIDN: 22-41-16-34-2-30-006. Please go to <https://www.jacksonwy.gov/491/Agendas-Minutes> and click on the meeting agenda for directions to view and participate in the meeting. The hearing is scheduled for Wednesday, February 19, 2025, beginning at 5:30 p.m. The application can be viewed at <https://www.jacksonwy.gov/467/Current-and-Archived-Applications>. For more information, please contact the Planning Dept. at 307-734-3493 [Item P24-196 Page]
Publish: 01/29/25

PUBLIC HEARING

The Town of Jackson Planning Commission will hold a public hearing to consider a request for a Sketch Plan for a new +/-185,000 sf mixed-use hotel & condominium development within 5 buildings with underground parking located at the following 11 properties: 45 and 65 Mercill, 330, 350, 360, & 370 N Glenwood, and 325, 335, 345, 355, & 375 N Cache St. Go to <https://www.jacksonwy.gov/491/Agendas-Minutes> and click on meeting agenda for directions to view & participate in the meeting. The hearing is scheduled for Wednesday, February 19, 2025, beginning at 5:30 p.m. The application is found at <https://www.jacksonwy.gov/467/Current-and-Archived-Applications>. For further information, contact the Planning Dept. at 733-0440, Ext. 1305. [Item P24-170 Valentine]
Publish: 01/29/25

• ORDINANCES •

ORDINANCE 1434
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: SECTION I. WHEREAS, the Franchise previously granted to Qwest Corporation dba CenturyLink QC (“Grant-ee”) for the purpose of providing Telecommunication Services to the Town of Jackson, Wyoming (“Franchising Authority”), will expire on January 31, 2025. This Amendment extends the current Franchise Agreement for an additional four (4) months, extending the Franchise by its terms through May 31, 2025. 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. 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. R. Taylor, Town Clerk.
Publish: 01/29/25

• CONTINUED PUBLICATIONS •

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
Gregory Lane Infrasturcture Improvements TOJ Bid No. 25-04

Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of the Gregory Lane Infrastructure Improvements Project.

Sealed Bids will be received at the Office of the Town Clerk,

Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at Townclerk@jacksonwy.gov until Thursday, February 20, 2025 at 2:00 PM Local Time. At that time the Bids received will be publicly opened and read at that location. Bids shall be delivered according to the Instructions to Bidders.

The Project generally includes the installation of new water, sewer, and stormwater main lines, service connections, cable utilities, street lights, concrete curb and gutter, sidewalks, adjacent property access driveways, and asphalt road surface. The project schedule generally runs from Spring 2025 to Fall 2026 as coordinated with the Owner.

A pre-bid conference for all contractors will be held at the Town of Jackson Public Works Department Office located at 450 W. Snow King Avenue on Thursday, February 6, 2025 at 2:00 PM MST. Bids from general contractors not present at the pre-bid conference will be accepted. Attendance may be In-person or virtual.

Complete digital bidding documents are available at www.questcdn.com. You may download the Digital documents for a fee by inputting QuestCDN project No. 9475853 or Owner Project No. 25-04 on the website’s projects tab search page. Please contact QuestCDN.com at (952) 233-1632 for assistance in membership registration, downloading plan sets, and working with this digital project information. Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, townengineering@jacksonwy.gov (Phone: 307-733-3079).

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests.
Publish: 01/22, 01/29/25

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
2025 Chip Seal Project: TOJ Bid No. 25-08
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2025 Chip Seal Project. Sealed Bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at Townclerk@jacksonwy.gov until February 6, 2025 at 2:00pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. The project consists of approximately 250,000 square feet of chip seal treatment in various locations throughout Town. Construction timeline: July 14 - August 29, 2025. Issuing Office: Town of Jackson Engineering Division. Complete digital bidding documents available at www.questcdn.com. QuestCDN project No. 9499918 or Owner Project No. 25-08.

Questions: TownEngineering@jacksonwy.gov (307-733-3079). Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests.
Publish: 01/22, 01/29/25

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

PUBLIC NOTICE

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR TETON COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF

MARK R. VARLEY, Deceased

Probate No. 2025-CV-0019223

NOTICE OF APPLICATION FOR SUMMARY PROBATE

TO ALL PESONS INTERSTED IN SAID ESTATE: You are hereby notified that on the 17th day of January, 2025, an application for summary probate was filed for the estate of the above named decedent by Bret Varley, in the above named court.

Any action set aside the Will or summary distribution shall be filed in the Court within 3 months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to the decedent or his estate are requested to make immediate payment to the undersigned at c/o King & King, LLC, P.O. Box 40,

Jackson, Wyoming 83001. Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of the said Court, on or before 30 days after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED: January 21, 2025

Executor: Bret Varley /s/
Publish: 01/29, 02/05/25

• NAME CHANGE •	
STATE OF WYOMING)	IN THE DISTRICT COURT
COUNTY OF TETON) ss. NINTH JUDICIAL DISTRICT	
IN THE MATTER OF THE)	Civil Action Case No. <u>2025-CV-0019212</u>
CHANGE OF NAME OF)	
Ethan Guh-Siesel)	
Petitioner)	
NOTICE OF PUBLICATION	
You are hereby notified that a <i>Petition For Change of Name</i> , Civil Action No. _____, has been filed on behalf of (current full name) <u>Ethan Guh-Siesel</u> in the Wyoming District Court for the 9TH Judicial District, whose address is (address of District Court) <u>855-B WHEATLEIGH WAY, JACKSON, WY 83001</u> , the object and prayer of which is to change the name of the above-named person from <u>Ethan Guh-Siesel</u> to <u>ETHAN GUH</u> .	
(current full name)	(desired full name)
Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an <i>Order Granting Name Change</i> may be granted without further notice.	

DATED this 1th day of January, 2025.



BY CLERK OF COURT:
Woodward
Clerk of District Court / Deputy

Publish: 01/29, 02/05, 02/12, 02/19/25

STATE OF WYOMING)	IN THE DISTRICT COURT
COUNTY OF TETON) ss. NINTH JUDICIAL DISTRICT	
IN THE MATTER OF THE)	Civil Action Case No. <u>2025-CV-0019215</u>
CHANGE OF NAME OF)	
Lauren Guh-Siesel)	
Petitioner)	
NOTICE OF PUBLICATION	
You are hereby notified that a <i>Petition For Change of Name</i> , Civil Action No. _____, has been filed on behalf of (current full name) <u>Lauren Guh-Siesel</u> in the Wyoming District Court for the 9TH Judicial District, whose address is (address of District Court) <u>855-B WHEATLEIGH WAY, JACKSON, WY 83001</u> , the object and prayer of which is to change the name of the above-named person from <u>Lauren Guh-Siesel</u> to <u>LAUREN GUH</u> .	
(current full name)	(desired full name)
Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an <i>Order Granting Name Change</i> may be granted without further notice.	

DATED this 1th day of January, 2025.



BY CLERK OF COURT:
Woodward
Clerk of District Court / Deputy

Publish: 01/29, 02/05, 02/12, 02/19/25

STATE OF WYOMING)	IN THE DISTRICT COURT
COUNTY OF TETON) ss. NINTH JUDICIAL DISTRICT	
IN THE MATTER OF THE)	Civil Action Case No. _____
CHANGE OF NAME OF)	
Alexander Guh-Siesel)	
Petitioner)	
NOTICE OF PUBLICATION	
You are hereby notified that a <i>Petition For Change of Name</i> , Civil Action No. _____, has been filed on behalf of (current full name) <u>Alexander Guh-Siesel</u> in the Wyoming District Court for the 9TH Judicial District, whose address is (address of District Court) <u>855-B WHEATLEIGH WAY, JACKSON, WY 83001</u> , the object and prayer of which is to change the name of the above-named person from <u>Alexander Guh-Siesel</u> to <u>ALEXANDER GUH</u> .	
(current full name)	(desired full name)
Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an <i>Order Granting Name Change</i> may be granted without further notice.	

DATED this 1th day of January, 2025.



BY CLERK OF COURT:
Woodward
Clerk of District Court / Deputy

Publish: 01/29, 02/05, 02/12, 02/19/25

• REQUEST FOR BIDS •

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 30 State Member Agencies which includes NEW BOCES, WY and its Member Users of WY, UT, & SD including but not limited to: Albany 1 Albany County Government Big Horn 1 Big Horn 2 Big Horn 3 Big Horn 4 Campbell 1 Campbell County Government Carbon 1 Carbon 2

• Public Notices •

307.739.9540 - Tom@JHNewsAndGuide.com



First American Title™

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50036956-0006178e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: W-30639-2

Policy #: 50036956-0006178e

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

GUARANTEE CONDITIONS (Continued)

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

GUARANTEE CONDITIONS (Continued)

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

Condition of Title Guarantee SCHEDULE A

Order No.: W-30639-2
Guarantee No.: 50036956-0006178e
Date of Guarantee: December 24, 2024 at 1:34PM
Amount of Liability: \$350.00
Premium: \$250.00

1. Name of Assured:

Jorgensen Associates, Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

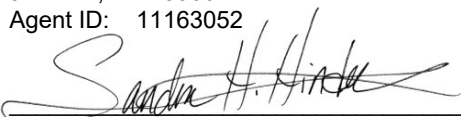
According to the Public Records as of the Date of Guarantee:

- a. Title to the estate or interest in the Land is vested in:

Glenwood JH, Inc., a Wyoming corporation

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: 11163052


Authorized Countersignature

Condition of Title Guarantee SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. General taxes for the year 2025, and subsequent years, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2024. Tax ID No. OJ-002123.

1st Installment: \$13,349.46 PAID

2nd Installment: \$13,349.46 PAID

- 9. All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the
X X Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100.
[Plat No. 100](#)

10. Notice of Location of Underground Public Utility Facilities, recorded June 29, 1978, as Book 72, Page 304, Official Records.
[B72P304](#)
11. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded February 12, 1991, as Book 234, Page 324, Official Records.
[B234P324](#)
12. Record of Survey T-26C, recorded February 25, 2008, as Book 2 of Maps, Page 233, Official Records.
[T-26C](#)
13. Terms and conditions of Parking Relocation Agreement, by and between Shannon G. Spencer and Patrick L. Spencer, and Glenwood JH, Inc., a Wyoming corporation, recorded June 14, 2023, as (instrument) 1061510 , Official Records.
[1061510](#)
14. Supplemental Declaration No. 2 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Parking and Annexing Additional Property), recorded September 20, 2024, as (instrument) 1090143 , Official Records.
[1090143](#)
15. Terms and conditions of Parking Relocation Agreement (Unit 20), by and between Kyle Theret, and Glenwood JH, Inc., a Wyoming corporation recorded September 20, 2024, as (instrument) 1090144 , Official Records.
[1090144](#)
16. Terms and conditions of Parking Relocation Agreement (Unit 19), by and between Zendler Clemens, LLC, a Wyoming limited liability company, and Glenwood JH, Inc., a Wyoming corporation, recorded December 20, 2024, as (instrument) 1095292 , Official Records.
[1095292](#)
17. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$30,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998314, Official Records.
Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole
[0998314](#)
- An agreement to modify the terms and provisions of said Mortgage, including but not limited to adding additional collateral, recorded June 10, 2022, as (instrument) 1040208, Official Records.
[1040208](#)
- The Beneficial Interest under said Mortgage was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 6, 2023, as (instrument) 1062252, Official Records.
[1062252](#)
- Said matter affects this and other property.
18. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded September 10,

X 2020, as (instrument) 0998315, Official Records.
[0998315](#)

X An agreement to modify the terms and provisions of said Assignment of Rents recorded June 10, 2022, as (instrument) 1040208, Official Records.
[1040208](#)

X The Beneficial Interest under said Assignment of Rents was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062253, Official Records.
[1062253](#)

Said matter affects this and other property.

19. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$5,000,000.00, dated June 1, 2022, recorded June 10, 2022, as (instrument) 1040209 , Official Records.

X Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole
Affects Parcel 1
[1040209](#)

X The Beneficial Interest under said Mortgage was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062250, Official Records.
[1062250](#)

20. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole , recorded June 10, 2022, as (instrument) 1040210, Official Records.

X [1040210](#)

X The Beneficial Interest under said Assignment of Rents was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062251, Official Records.
[1062251](#)

21. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$15,000,000.00, dated May 20, 2022, recorded June 10, 2022, as (instrument) 1040222 , Official Records.

X Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Roseville Ventures II, LLC, a Wisconsin limited liability company
Affects Parcel 1
[1040222](#)

X Said Subordination and Standstill Agreement was subordinated to the lien of the Mortgage in Exception No. 23 and 26, by instrument recorded June 10, 2022, as (instrument) 1040231, Official Records.
[1040231](#)

22. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee(s) herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.

Order No.: W-30639-2

Guarantee No.: 50036956-0006178e

***** End of Schedule B *****

EXHIBIT “A” – LEGAL DESCRIPTION

Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIDN: 22-41-16-28-4-10-004

• ***** **END OF LEGAL DESCRIPTION** *****

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor’s parcel number of said Land as determined from the latest county assessor’s roll is:

165 North Glenwood Street, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.



Privacy Policy

Last Updated and Effective Date: December 1, 2024

This Privacy Notice (“Notice”) describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, “Mother Lode,” “we,” “us,” or “our”) collect, use, store, and share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

If you are a California resident, click [here](#) for specific disclosures about how we collect, use, store and disclose your personal information, along with your privacy rights.

[Notice at Collection](#)

[What Type of Information Do We Collect About You?](#)

Depending upon how you interact with our Sites and Services, the nature of your Communications, and the nature of our interaction with Third Parties, we may collect the following information from and about you:

- Direct identifiers, including but not limited to your unique online identifier, name, alias, social media handle, IP address, username and password, postal and/or e-mail address, phone number, account name and/or account number, social security number, driver's license number, passport number, and/or state identification number.
- Related identifiers, including but not limited to your date of birth, bank, credit, or debit card number, financial information, and/or insurance policy number.
- Physical characteristics, including protected characteristics under federal and state law, such as age, sex, race, and ethnicity.
- Commercial information, including records of products or services purchased, obtained, or considered.
- Biometric information, such as fingerprints and voice recordings.
- Internet or other electronic network activity information, with our Sites and in Communications, including browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- Geolocation data, such as your zip code and time zone.
- Audio, electronic, visual, and thermal information, including telephone recordings, electronic communication records, and security camera footage from applicable Mother Lode properties.
- Professional or employment-related information, such as your work history, salary history, and education history.

[How Do We Collect Your Information?](#)

We collect your personal information in three ways:

Directly from you when you access or use our Sites or Services, conduct business dealings with us in the B2B context or when you communicate with us in any manner, including but not limited to:

- Personal information you provide by filling out forms in person or electronically through our Sites, including information provided at the time of registering for any Service or event, posting material, or requesting further services or information;
- Personal information you provide when you access or use our Services;
- Personal information you provide when you conduct B2B dealings with us;
- Personal information you provide when you report a problem with our Sites;
- Records and copies of your correspondence (e.g., email address) if you contact us;
- Your responses to surveys that we might ask you to complete;
- Details of transactions you carry out through our Sites, and the fulfillment of your orders; and
- Your search queries on the Sites.

Automatically when you access or use our Sites or Services, conduct business dealings or when you communicate with us, including but not limited to:

- Details of your visits to the Sites, including traffic data, location data, logs and other communication data;

- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type; and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

From Third Parties, including but not limited to:

- Data analytics providers for the purpose of receiving statistical data about your activity on our Sites;
- Social media networks for the purpose of collecting certain of your social media profile information and activity, including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform;
- Service providers, including but not limited to internet service providers, fraud prevention services, and related partners; and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the Sites, and to provide you with our Services.

How Do We Use Your Information?

We use the personal information outlined in [What Type of Information Do We Collect About You](#) for a variety of business and commercial purposes, including but not limited to:

- Provide the Sites to you;
- Provide the Services you have requested;
- Conduct business dealings with you;
- Fulfill a transaction you requested or service your policy;
- Handle a claim;
- Create and manage your account;
- Operate the Sites, including access management, payment processing, Site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes;
- Respond to your requests, feedback, or inquiries;
- Comply with laws, regulations, and other legal requirements;
- Comply with relevant industry standards and our policies;
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud;
- Protect and enforce our collective rights arising under any agreements entered between Mother Lode and you or any other Third Party;
- Protect the integrity and maintain security of our Sites and Services;
- Operate, evaluate, and improve our business; and
- Deliver content tailored to your interests and the way you use the Sites;
- Present content in a manner that is optimized for your device;
- Measure and analyze the effectiveness of the Sites and Services we provide to you.

How Do We Disclose Your Personal Information?

We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose personal information referenced in [What Type of Information Do We Collect About You](#) with others for a variety of business and commercial purposes, including:

- **With your consent.** We may disclose your personal information with your consent. We may obtain your consent in writing; online, through “click-through” agreements; when you accept the terms of use on our Sites; orally, either in person or on the phone; or by other means.
- **In a business transfer.** We may disclose your personal information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which such information could be transferred to Third Parties as a business asset in the transaction.

- **To non-affiliated third parties, such as service providers and contractors.** We may disclose your personal information with other parties, such as service providers and contractors, to facilitate your access and use of our Sites and Services, including but not limited to internet service providers, data analytics providers, governmental entities, operating systems and platforms, social media networks, and service providers who provide us a service (e.g., credit / debit card processing, billing, shipping, repair, customer service, auditing, debugging to identify and repair errors that impair existing intended functionality on our Sites or Services, and/or protecting against malicious, deceptive, fraudulent, or illegal activity).
- **To subsidiaries and affiliates.** We may disclose your personal information with our Mother Lode subsidiaries and affiliates to further facilitate your use of our Sites and Services, and to ensure the smooth and consistent operations of Mother Lode by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity.
- **For legal process and protection.** We may disclose your personal information to satisfy any law, regulation, legal process, governmental request, or where we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:
 - Enforce or apply agreements, or initiate, render, bill, and collect for Services;
 - Protect our rights or interests, property or safety or that of others;
 - In connection with claims, disputes, or litigation - in court or elsewhere;
 - Protect users of our Sites and Services and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services; and
 - Facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government.

[Links To Third Party Sites](#)

Our Sites may contain links to Third Party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Notice applies to our Sites only, and we do not accept any responsibility or liability for the policies or practices of any Third Parties.

[Third Party Tracking / Do Not Track](#)

Our Sites may, from time to time, collect information about your online activities, over time and across our different Sites. When you use our Sites, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a “Do Not Track” feature, which is intended to be a signal to websites that you do not wish to be tracked across different websites you visit. Our Sites do not currently change the way they operate based upon detection of a “Do Not Track” or similar signal.

[Social Media Integration](#)

Our Sites and/or Services may, from time to time, contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we take all commercially reasonable steps to ensure your personal information is protected in alignment with all applicable laws and regulations, as appropriate to the sensitivity of your personal information.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. If we dispose of your information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

Cookies and Related Technology

We may use browser cookies, beacons, pixel tags, scripts, and other similar technologies from time to time to support the functionality of our Sites and Services. A cookie is a piece of information contained in a very small text file that is stored in your Internet browser or elsewhere on your hard drive. Cookies are transferred from our Sites to your computer, phone or tablet, and allow us to identify your device whenever you return to our Sites. These technologies provide a better experience when you use our Sites and Services, and allow us to improve our services. We may also use analytic software, such as Google Analytics and others, to help better understand how our Sites function on your device(s) and for other analytical purposes. To learn more about how Google uses data when you use our Sites, see [How Google uses data when you use our partners' sites or apps](#). You can opt-out of Google Analytics by installing Google's opt-out browser add-on here <https://tools.google.com/dlpage/gaoptout>.

Below is an overview of the types of cookies and related technology we deploy, and your choices.

Browser Cookies. A browser cookie is a small file placed on the hard drive of your computer. That cookie then communicates with servers, ours or those of other companies that we authorize to collect data for us and allows recognition of your personal computer. You may use the tools available on your computer or other device(s) to set your browser to refuse or disable all or some browser cookies, or to alert you when cookies are being set. However, if you refuse or disable all browser cookies, you may be unable to access certain parts or use certain features or functionality of our Sites. Unless you have adjusted your browser settings so that it refuses all cookies, we may use cookies when you direct your browser to our Sites.

Beacons. Our Sites and e-mails may contain small electronic files known as beacons (also referred to as web beacons, clear GIFs, pixel tags and single-pixel GIFs) that permit us to, for example, to count users who have visited those pages or opened an e-mail and for other website-related statistics. You may use the tools in your device to disable these technologies as well.

Third Party Technology. Our service providers may also use cookies and beacons to collect and share information about your activities both on our Sites and on other websites and applications. In addition, third parties that are unaffiliated with us may also collect information about you, including tracking your browsing history, when you use our Sites. We do not have control over these third-party collection practices. If you wish to minimize these third-party collections, you can adjust the settings of your browsers or install plug-ins and add-ins.

Your Choices. You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers provide for ways to control cookie behavior, such as the length of time they are stored. If you disable cookies, please be aware that some of the features of our Sites may not function correctly. To find out more on how to manage and delete cookies, visit www.aboutcookies.org. For more details on your choices regarding use of your web browsing activity for interest-based advertising, you may visit the following sites:

- <http://networkadvertising.org/>
- <http://optout.aboutads.info/>

- <http://youradchoices.com/>

Your Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. For California residents, please click [here](#) to understand how to exercise your rights.

- **Right of Correction.** Regardless of where you live, you may submit a request that we correct or update the information we have about you.
- **Right to Change Preferences.** Regardless of where you live, you may change your choices for subscriptions, newsletters, and alerts.
- **Right to Control Advertising and Online Tracking.** Regardless of where you live, you have a right to control how your personal information is tracked online. To learn more about these rights, see [Cookies and Related Technologies](#).
- **Right of Non-Discrimination.** Regardless of where you live, you have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

California Consumer Privacy Act Rights and Disclosures

The following disclosures are made pursuant to the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA").

Relevant CCPA Definitions

Term	Definition
Personal information	Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to you or your household.
Sensitive personal information	Personal information that reveals your social security number, driver's license number, state identification card, passport number, account log-in and password, financial account and password, debit or credit card number and access code, precise geolocation information, race, ethnic origin, citizenship or immigration status, religious or philosophical beliefs, union membership, the content of your mail, email or texts other than those communications with us, genetic data, neural data, biometric information, health information, and information that concerns your sex life or sexual orientation.
Sell, sale, or sold	Selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by other means, your personal information to a third party for monetary or other valuable consideration.
Share, shared, or sharing	Sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, your personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between us and a third party for cross-context behavioral advertising for our benefit in which no money is exchanged.

Summary of Categories of Personal Information Collected and Disclosed

Below is a summary of the categories of personal information we have collected from and about you in the twelve months preceding the date this Notice was last updated. Also included in this description is personal information about: (1) why the personal information is collected and used; (2) whether the information is “sold” or “shared” to third parties; (3) whether the information is disclosed for a business purpose to third parties; (4) whether the information includes “sensitive personal information”; and (5) a description of how long we may keep your information. To learn more about the personal information we will collect on an ongoing basis, please see our [Notice at Collection](#) above.

Categories of Personal Information:

- **Identifiers (Includes Sensitive Personal Information):** Includes personal information such as your name, alias, postal address, and telephone number, unique online identifier, social media handle, IP address, username and password, email address, account name and/or account number, social security number, driver’s license number, passport number or state identification number.
- **Physical Characteristics (Includes Sensitive Personal Information):** Includes personal information such as your race, sex, age and ethnicity.
- **Financial Information (Includes Sensitive Information):** Includes personal information such as bank account number, credit card number, debit card number, insurance policy number or other financial information.
- **Internet or other Electronic Network Activity Information:** Includes personal information such as browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- **Commercial Information:** Includes personal information such as records of products or services purchased, obtained, or considered.
- **Biometric Information (Includes Sensitive Personal Information):** Includes personal information such as fingerprints, and voice recordings.
- **Professional and Educational Information:** Includes your work history, salary history, and education history.
- **Audio, Electronic, Visual, Thermal, and Related Information:** Includes personal information such as photographs, video recordings, or recorded messages.
- **Geolocation:** Such as zip code and time zone.

Category Disclosure Information

Disclosure	Categories	Description
How do we collect this information?	Identifiers*	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from third parties such as service providers and government agencies.
	Physical Characteristics*	We collect this personal information directly from you. We also may collect this personal information from other parties, such as service providers.
	Financial Information*	
	Internet or other Electronic Activity Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
	Commercial Information	
	Biometric Information*	
	Professional and	We collect this personal information directly

	Educational Information*	from you. We also may collect this personal information from other parties such as service providers and government agencies.
	Audio, Electronic, Visual, and Related Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
Does this include sensitive personal information?	The categories of sensitive personal information we collect include social security number, driver's license number, passport number, racial or ethnic origin, health information, bank account number, credit card number, debit card number, or any other financial information with a required access or security code, password, or credentials. *Denotes which categories may include sensitive personal information. We do not process your sensitive personal information other than for the purposes permitted under the CCPA, such as providing the Sites to you, providing the Services you requested, fulfilling a transaction you requested or servicing your policy.	
Is the information "sold" or "shared"?	No. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.	
What is our business purpose for collecting your information?	See How Do We Use Your Personal Information above.	
Who do we disclose this information to?	See How Do We Share Your Personal Information above.	
How long do we keep the information?	We keep your personal information for so long as is reasonably necessary and proportionate to the original purpose for which we collected the personal information. We base our criteria in determining appropriate retention periods on regulatory and legal requirements, contractual requirements, business needs, and the expectations of you.	

[Notice of Disclosure for a Business Purpose](#)

To learn more about the categories of personal information we have disclosed for a business purpose about California residents over the last twelve months, including the categories of parties with whom we have disclosed that personal information, please see [What Type of Personal Information Do We Collect About You](#) and [How Do We Share Your Personal Information](#).

[Notice of Sale or Sharing](#)

We do not sell or share personal information as defined under the CCPA, nor have we sold or shared such personal information in the past 12 months. **To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.** We have no actual knowledge of selling or sharing the personal information of minors under the age of 16.

Your Rights

Under CCPA and its implementing regulations, you have a **Right to Know**, **Right to Correct**, **Right to Delete**, and **Right to Non-Discrimination**. We do not offer a right to opt out of sale or sharing or limit the use and disclosure of sensitive personal information because we do not sell or share your personal information or use your sensitive personal information other than for permitted purposes under the CCPA. We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. Please note that for some of these rights, such as the Right to Know, Right to Correct, and Right to Delete, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying personal information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information related to your rights request, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

- **Right to Know.** You have a right to confirm whether we are processing your personal information and ask that we disclose to you the categories and specific pieces of personal information we have collected about you including a description of the categories of sources from which we have collected that personal information, the business or commercial purpose for collecting or sharing that information, and the categories of third parties to whom we have disclosed that personal information. You have the right to receive this information in a format, to the extent technically feasible, that is portable, usable, and allows you to transmit the personal information to a person without impediment. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Correct.** You have a right to ask that we correct your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Delete.** You have a right to ask that we delete your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right of Non-Discrimination.** You have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

Authorized Agents

If permitted or required by applicable law, you may exercise your privacy rights through an authorized agent. If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please submit the [Authorized Agent Form](#).

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Sites. To make such a request, please send an email with a detailed description of the specific content or information to privacy@mlhc.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Children

Our Sites and Services are not intended for children under the age of 18. This includes any links to other websites that we provide for our convenience. We do not knowingly collect personal information of children for any reason.

International Jurisdictions

Our Sites and Services are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Sites or Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Sites and Services, and your agreements with us. Any persons accessing our Sites or Services from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use, or disclosure of information, different from those of the jurisdictions mentioned above may only use the Sites or Services in a manner lawful in their jurisdiction. If your use of the Sites or Services would be unlawful in your jurisdiction, you may not use the Sites or Services.

Accessibility

We are committed to making our content accessible and user friendly to everyone. To request a copy of this Notice in an alternative format, please contact us at accessibility@mlhc.com or 1-877-626-0668.

Changes To Our Privacy Notice

We may change this Notice from time to time. Any and all changes will be reflected on this page, and where appropriate provided in person or by another electronic method. The effective date will be stated at the top of this Notice. You should regularly check this page for any changes to this Notice.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE SITES OR SERVICES, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED NOTICE HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS NOTICE.

Contact Us

If you have any questions, please contact us at privacy@mlhc.com or by calling 1-877-626-0668.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.

Placer Title Co.

Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.
Wisconsin Title Closing Service, Inc.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 185 Fulweiler Avenue, Auburn, CA 95603 or privacy@mlhc.com.

**Supplemental Declaration No. 4 of Condominium
for
the Glenwood Condominium Addition to the Town of Jackson
(In Relation to Annexation of Phase 2)**

This SUPPLEMENTAL DECLARATION NO. 4 OF CONDOMINIUM FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON (IN RELATION TO ANNEXATION OF PHASE 2) (this “**Supplemental Declaration No. 4**”) is approved and made this ____ day of _____, 2025, by GLENWOOD JH, INC., a Wyoming corporation (“**Declarant**”) pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 *et seq.* (the “**Act**”).

RECITALS

A. By Amended and Restated Declaration of Condominiums for The Glenwood Condominium Addition to the Town of Jackson recorded on August 16, 2022 as Instrument No. 1044631 (the “**Original Declaration**,” and as amended and supplemented by Supplemental Declaration No. 1 AND Supplemental Declaration No. 2 (defined below), the “**Declaration**”) in the Office of the Clerk and Recorder of Teton County, Wyoming, Declarant created a community known as The Glenwood Condominiums.

B. The Glenwood Condominiums are depicted on the Plat Map which was recorded on July 1, 2022 in the Office of the County Clerk for Teton County, Wyoming as Plat No. 1441 recorded as Document No. 1041733 (the “**Phase 1 Plat**,” and the property subject to that plat, the “**Phase 1 Property**”).

C. The Original Declaration was amended and supplemented by that certain Amended and Restated Supplemental Declaration No. 1 for the Glenwood Condominium Addition to the Town of Jackson (Assigning Parking and Storage Limited Common Elements) recorded on August 16, 2022 as Instrument No. 1044632 (“**Supplemental Declaration No. 1**”), that certain Supplemental Declaration No. 2 for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Parking and Annexing Additional Property) recorded on September 20, 2024 as Instrument No. 1090143 (“**Supplemental Declaration No. 2**”), and that certain Supplemental Declaration No. 2 for the Glenwood Condominium Addition to the Town of Jackson (In Relation to General Common Elements and an “Adjustment Area”)) recorded on _____ as Instrument No. _____ (“**Supplemental Declaration No. 3**”).

D. Pursuant to Section 9.1 of the Original Declaration, the Declarant has the right to annex, into the scope and regime of the Declaration, the property at Lots 5 and 6, Block 6, Original Plat of Town of Jackson, Plat No. 100, commonly known as 165 N. Glenwood Street, Jackson, Wyoming, and being PIDN 22-41-16-28-4-10-004 (the “**Phase 2 Property**”). As part of that authority under Section 9.1, Declarant has the right to amend the Declaration by a Supplemental Declaration to “reflect the facts of such annexation, including, but not limited to, amending the definitions of Common Elements and Limited Common Elements. Such Supplemental Declaration shall not require the consent of Members, and shall only require the consent of and execution by the Declarant and the owner of the annexed property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.”

E. In order to provide for the orderly annexation of the Phase 2 Property and pursuant to the Declarant’s authority to amend the definition of “Common Elements,” the Declarant has entered into this Supplemental Declaration No. 4.

DECLARATION

Declarant hereby declares that this Supplemental Declaration No. 4, shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. This Supplemental Declaration No. 4 is entered into pursuant to the authority described above.

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned thereto in the Declaration.

2. **Conflicts.** In the event of any conflict between the terms and conditions set forth herein and the terms and conditions of the Declaration, the terms set forth herein shall govern.

3. **Incorporation.** Unless otherwise stated herein, the Declaration shall remain in full force and effect and terms and provision of the Declaration not amended herein shall automatically apply.

4. **Annexation of Phase 2.** The area depicted on Plat _____ recorded on _____ as Instrument No. _____ (the “**Phase 2 Plat**”), being the Phase 2 Property, is hereby annexed into and made subject to the Declaration. The Phase 2 Property shall be deemed to be part of the “Properties,” “Real Property,” and “Project” as defined in the Declaration. The Phase 2 Plat shall be deemed to be part of the “Plat,” “Final Plat,” and “Condominium Plat” as defined in the Declaration.

5. **Amendment of the Definition of “Common Elements” as to the “Adjustment Area”.** The Adjustment Area, as defined in Supplemental Declaration No. 3, is deemed to be part of the “Common Elements” and “General Common Elements” and “GCE” under the Declaration, notwithstanding the terms of Supplemental Declaration No. 3.

6. **Exhibit A to Declaration: Unit Square Footage and Percentage Ownership of General Common Elements.** Exhibit A to the Declaration is hereby amended and restated as set forth as Exhibit A to this Supplemental Declaration No. 4.

7. **Subsequent Amendments and Assignments.** This Supplemental Declaration may be amended, modified or supplemented as provided under the Declaration.

8. **No Other Amendments.** No terms or conditions of the Declaration are changed by this Supplemental Declaration except those which are expressly referenced in the foregoing document.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument the date and year first written above.

Declarant:

GLENWOOD JH, INC., a Wyoming corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of GLENWOOD JH, INC., a Wyoming corporation, this ____ day of
_____, 2025.

Witness my hand and official seal.

Notary Public

My commission expires:

AMENDED AND RESTATED EXHIBIT A
TO CONDOMINIUM DECLARATION

Unit Number	Area of Unit Used to Calculate Ownership % of General Common Elements (in some cases the area has been rounded to arrive at the ownership % shown here on Exhibit A)	Ownership % of General Common Elements
Phase 1		
1	3128	[]
2	3049	[]
3	3145	[]
4	3007	[]
5	3201	[]
6	3111	[]
7	3222	[]
8	3044	[]
9	2654	[]
10	2645	[]
11	2652	[]
12	2665	[]
13	3098	[]
14	3229	[]
15	3227	[]
16	3227	[]
17	3233	[]
18	836	[]
19	1639	[]
20	1818	[]
21	1842	[]
Phase 2		
[]	[]	[]
[]	[]	[]
[]	[]	[]
Total	[]	[]

TO WIT:

The undersigned officer of Roseville Ventures II, LLC, being first duly sworn, depose and say:

THAT the undersigned have examined a copy of that plat prepared _____, of THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, and being identical to Lots 5-6, Block 6, Town of Jackson, recorded as Plat No. 100 in the Office of the Clerk of Teton County, Wyoming, and that portion of the General Common Element being outside of the building footprint of the Glenwood Condominium Addition to the Town of Jackson, recorded as Plat No. 1441 in said Office;

THAT Roseville Ventures II, LLC is holder of a mortgage on the lands depicted on said plat of The Glenwood Adjustment Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Roseville Ventures II, LLC, a Wisconsin limited liability company, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Glenwood Adjustment Addition to the Town of Jackson and described in said Certificate of Owner.

ATTEST:

Roseville Ventures II, LLC
a Wisconsin limited liability company

Seal:

By: _____

By: _____

(Printed Name)

(Title)
Roseville Ventures II, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that their title is _____ and acknowledged that said instrument was signed by them on behalf of Roseville Ventures II, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TO WIT:

THAT the undersigned have examined a copy of that plat prepared _____, of THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, and being identical to Lots 5-6, Block 6, Town of Jackson, recorded as Plat No. 100 in the Office of the Clerk of Teton County, Wyoming, and that portion of the General Common Element being outside of the building footprint of the Glenwood Condominium Addition to the Town of Jackson, recorded as Plat No. 1441 in said Office;

THAT, in the name of and on behalf of Bank of Jackson Hole, a Wyoming corporation, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Glenwood Adjustment Addition to the Town of Jackson and described in said Certificate of Owner.

By: _____

(Title)
Bank of Jackson Hole

On this ____ day of _____, 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that their title is _____ and acknowledged that said instrument was signed by them on behalf of Bank of Jackson Hole.

Notary Public

My commission expires:

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 1/28/2025

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Glendwood Condominiums Phase II
2. LOCATION: 165 N. Glenwood
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	<u>1</u>		2.25	<u>2.25</u>
3 BEDROOM	<u>9</u>		3.00	<u>27</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				<u>29.25</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{29.25} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.26} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.26} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{26,325} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 1/29/2025

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Glendwood Condominiums Phase II
2. LOCATION: 165 N. Glenwood
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>10</u>		<u>0.2</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{0.2}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{20,000}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS



March 20, 2025

Andrew Bowen
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue
Jackson, WY 83001
Via email: tvalentine@jacksonwy.gov

RE: P25-013, The Glenwood Phase 2 Condominium Addition – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Bowen,

We are in receipt of all Town of Jackson staff conditions and comments as well as those from On Sight Land Surveying. The comments to the plat are addressed below; comments on the declaration of condominium will be addressed separately.

County Surveyor

Sheet 1:

- The noted easement has been removed from the certificate sheet and we are in touch with Lower Valley Energy to have the easement vacated.
- The total area of the plat has been added to the Certificate of Surveyor.
- The unit areas have been checked and the unit area table has been updated.

Sheet 2-7, 9:

- The encroachment area has been added to the plan and section views and a detail has been added to sheet 2 showing dimensions of the area.

Joint Housing

1. Workforce housing deed restrictions will be recorded with the plat.
2. A reference to the workforce deed restriction has been added to the certificate of owner.
3. The applicant's legal counsel is looking into this requirement and we will coordinate with the Housing Department to come to a solution.

Public Works Department/Town Engineer

Monumentation: monuments will be set by the time the plat is to be recorded.

General:

1. "Phase II" has been changed to "Phase 2" to be in line with the condo declaration.

Notes:

1. The vertical datum is confirmed as NGVD 1929.

A revised copy of the plat is attached.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager

Referral Reviews for P25-013

COUNTY CLERK REVIEW COMMENTS

1. Call out Joseph as a Public Land Surveyor in the notary statement
2. We did not see the Certificate of Owner by separate affidavit - include when you bring in the plat for recording
3. Affidavits of Acknowledgement for Roseville Ventures II LLC and Bank of Jackson Hole should the name of the plat that is referenced be Glenwood Phase II?
4. Supplemental Declaration No 4 the legal descriptions on page 4 are not complete

JOINT HOUSING DEPARTMENT COMMENTS

The applicant is requesting approval of a condominium plat for The Glenwood Phase 2 which include three housing units (22, 23, 24) required to be Workforce-restricted to meet standards of the Workforce Housing Floor Area Bonus.

The Housing Department requests that the following conditions of approval be added to review of the proposed plat:

1. Workforce housing deed restrictions for units 22, 23, and 24 shall be recorded concurrently with condo plat recordation. Draft restrictions have been provided by the Housing Department to the applicant for signatures and originals are required to be returned to the Housing Department prior to condo plat approval by the Town Council.
2. The Workforce deed restrictions to be recorded concurrently with the plat shall be referenced in the Certificate of Owner on the plat.
3. The Declaration of Condominium shall include the elements required in Section 3-3.G Standards for Assessments Imposed by Covenants, Conditions and Restrictions of the Jackson/Teton County Housing Department Rules & Regulations. Proposed Supplemental Declaration No. 4 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Annexation of Phase 2) included in application materials does not address assessment standards for the condo addition. Instead, it references Document 1044631 Declaration of Condominium for the Glenwood Condominium Addition to the Town of Jackson which was recorded prior to the requirement that assessment standards be included specific to Affordable or Workforce deed restricted units.



Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department
P.O. Box 1687
Jackson, WY 83001

March 12, 2025

ATTN: Andrew Bowen, Planner
RE: P25-013, The Glenwood Phase II
Condominium Addition

Dear Andrew:

I have reviewed the plat dated 3-10-2025 accompanying the P25-013 application. I would recommend that the surveyor address the following items:

Sheet 1

- Certificate of Owner, easement described in 234p324 is unnecessary and should be vacated.
- A total area of the plat should be indicated in the Certificate of Surveyor and near the title block.
- The units areas listed in the Unit Area Tabulation for Unit 25 1st Floor and Roof and for Unit 26 Basement and Roof are inconsistent with the Plan view areas.

Sheets 2-7 and 9

- That "Area Subject To Encroachment Agreement" adjacent to the north property shown on The Glenwood Adjustment Addition plat must be drawn and annotated.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Cedarholm", enclosed in a thin black rectangular border.

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming



MEMORANDUM

To: Town of Jackson Planning and Building

From: Kristi Malone
Jackson/Teton County Housing Department

Re: Housing Department Review of Condo Plat for The Glenwood Phase 2 (P25-013)

Date: 3/7/2025

The applicant is requesting approval of a condominium plat for The Glenwood Phase 2 which include three housing units (22, 23, 24) required to be Workforce-restricted to meet standards of the Workforce Housing Floor Area Bonus.

The Housing Department requests that the following conditions of approval be added to review of the proposed plat:

1. Workforce housing deed restrictions for units 22, 23, and 24 shall be recorded concurrently with condo plat recordation. Draft restrictions have been provided by the Housing Department to the applicant for signatures and originals are required to be returned to the Housing Department prior to condo plat approval by the Town Council.
2. The Workforce deed restrictions to be recorded concurrently with the plat shall be referenced in the Certificate of Owner on the plat.
3. The Declaration of Condominium shall include the elements required in [Section 3-3.G Standards for Assessments Imposed by Covenants, Conditions and Restrictions](#) of the Jackson/Teton County Housing Department Rules & Regulations. Proposed Supplemental Declaration No. 4 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Annexation of Phase 2) included in application materials does not address assessment standards for the condo addition. Instead, it references Document 1044631 Declaration of Condominium for the Glenwood Condominium Addition to the Town of Jackson which was recorded prior to the requirement that assessment standards be included specific to Affordable or Workforce deed restricted units.

Thank you for the opportunity to review. I am available to discuss any questions the applicant may have on the above.

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	P25-005 (Replat between Lots 5 and 6, Block 6, of The Glenwood Condominium Addition, Town of Jackson)	Public Comment:	Yes

Purpose & Policy Considerations.

This application proposes adjustment of the boundaries between two platted lots, therefore, the Town Council shall review the application at a public hearing and approve or deny the application based on the findings of LDR section [8.5.6.D](#). The purpose of the Boundary Adjustment process is to ensure that the adjustment of property lines results in property configurations that comply with the standards of these LDRs.

Requested Action.

The Applicant, Jorgensen Associates, Inc. (Matt Gotham), on behalf of Glenwood JH, Inc., is requesting a Boundary Adjustment through a replat involving Lots 5 and 6, Block 6, of the Town of Jackson, and the general common area located outside the building footprint of The Glenwood Condominium Addition (Plat 1441). Zoning compliance verification for this adjustment was granted under application P24-156. At that time, the findings for this Boundary Adjustment could be made.

Recommendation.

The Planning Director recommends **approval** of a Boundary Adjustment between Lots 5 and 6, Block 6, of The Glenwood Condominium Addition, Town of Jackson at the property addressed as 165 N Glenwood Street, subject to the departmental reviews attached hereto.

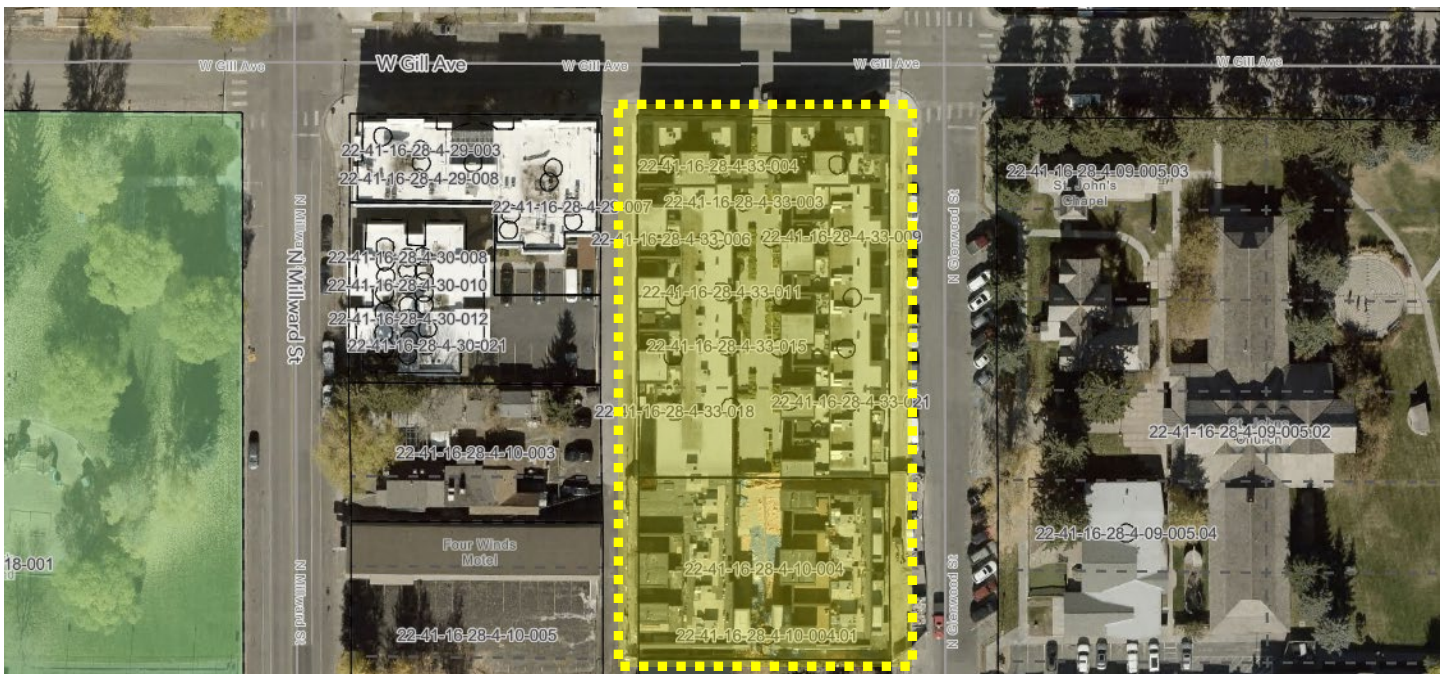
Key Issues/Policy Questions

Staff have no key issues and or policy questions for consideration.

Project Location.

The subject property is located at 165-185 N. Glenwood St.

TC 2024 Aerial



Google Street View



Property Description.

The Applicant's 0.96-acre property spans more than half a city block and consists of six platted lots—four at 185 North Glenwood and two at 165 North Glenwood. The property includes the corner of North Glenwood Street and West Gill Avenue and borders the alley running north from West Gill. It is zoned Downtown Commercial (DC) and is located within the Lodging Overlay (LO). St. John's Church is situated directly across North Glenwood Street to the east.

Current Site Development.

The site has been developed in accordance with Development Plan P19-248 and is now built out as a 29-unit condominium project. The development consists of two buildings connected by an underground parking garage that provides 48 parking spaces—67 total when including tandem spaces.

The project includes a mix of unit types: 18 units designated for short-term rental use (also permitted for long-term occupancy), six market-rate residential units, and five deed-restricted workforce housing units. The total habitable floor area is approximately 89,000 square feet, with around 80,000 square feet located above ground.

Background/Project Description.

Background:

The subject properties are located within the Downtown Core-2 (DC-2) zoning district, where Boundary Adjustments between platted lots are permitted. In 2019, Development Plan P19-248 was approved for a two-phase townhome project: Phase I at 185 N. Glenwood and Phase II at 165 N. Glenwood. Both phases were designed with a zero-lot line setback, meaning the buildings would be constructed adjacent to one another, separated only by a property line.

After the completion of Phase I, the building was subdivided into condominiums. However, it was later discovered that the foundation had been constructed 1.6 to 3.3 feet north of the originally intended southern property line. With Phase II now underway, the property line between Phases I and II must be shifted north by the same distance to ensure the Phase II structure does not encroach across the boundary—an action prohibited by building code.

Following detailed discussions, the Applicant's legal counsel, Matt Kim-Miller, and the Town Attorney, Lea Colasuonno, have reached a general agreement that the most effective method to implement the Boundary Adjustment is to transfer ownership of the general common element (GCE) outside the Plat 1441 building footprint to Glenwood JH, Inc. via a supplemental declaration.

The intent of this Boundary Adjustment is to resolve the property line discrepancy and ensure ongoing code compliance.

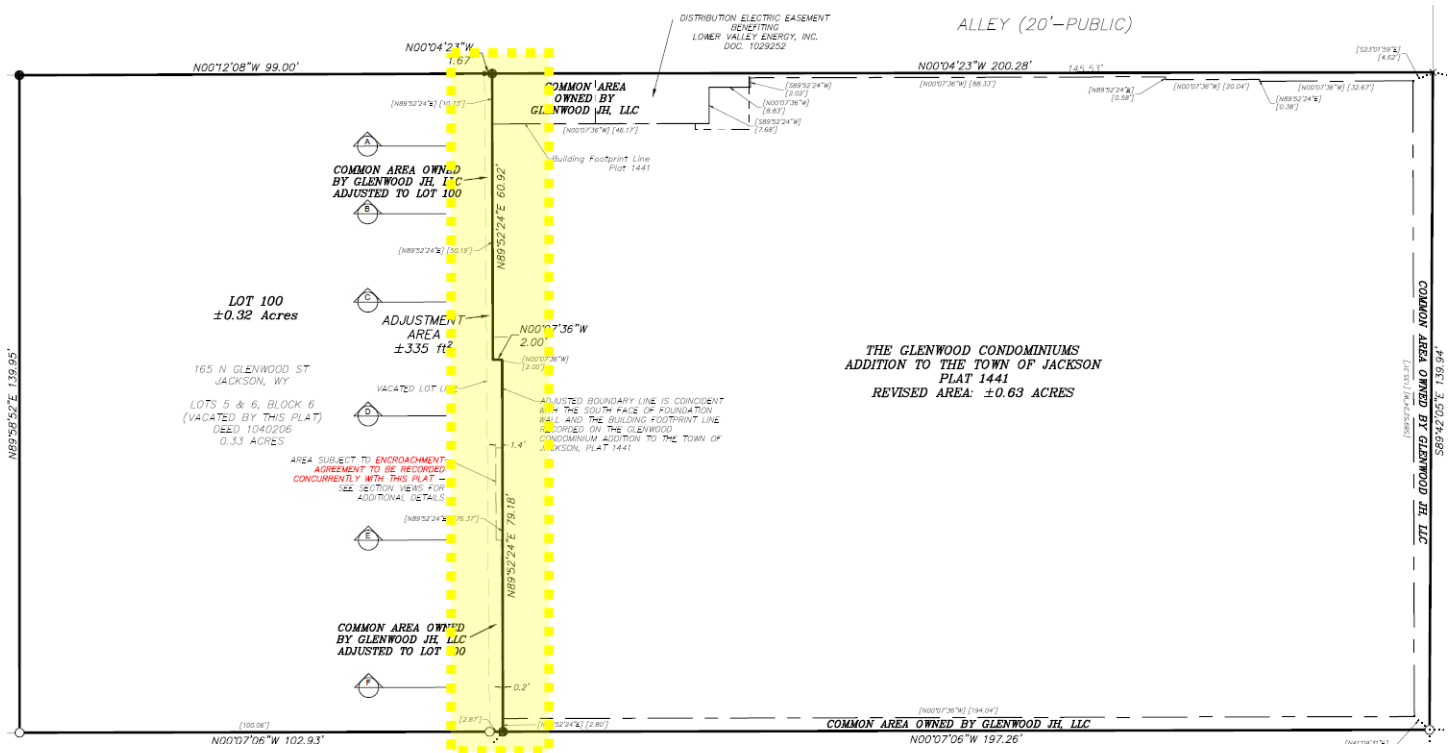
Project Description:

As previously noted, the existing foundation of the Glenwood Condominium Addition Phase 1 is between 3.3' and 1.6' offset from the south boundary line. The purpose of the Boundary Adjustment is to move the boundary to the south face of the existing foundation wall and apply a zero-setback to both Phase 1 and Phase 2.

Purpose of a Boundary Adjustment:

Per LDR Sec. 8.5.6. the purpose of a Boundary Adjustment process is to "ensure that the adjustment of property lines results in property configurations that comply with the standards of these LDRs."

Proposed Boundary Adjustment



After reviewing the Applicant's submittal, staff finds that that the proposed project complies with the LDR requirements for a Boundary Adjustment:

Public Comment.

At the time of writing this report, no public comment has been received.

Boundary Adjustment Findings.

A Boundary Adjustment shall be approved upon finding that:

1. *No additional parcels of record are created;*

Can be made. This application does not propose the creation of any additional parcels of record.

2. *Each of the resulting parcels of record complies with the zone in which it is located as approved through a zoning compliance verification;*

Can be made. The reconfiguration of these two lots will align the setbacks with the zoning standards of the DC-2 District in the Town of Jackson.

3. *The applicability and required document provisions of this Section are met;*

Can be made. All required documents for recording the adjusted parcels will be submitted following application approval, in accordance with Section 8.5.5.

4. *The application complies with all other relevant standards of these LDRs and other Town Ordinances; and.*

Can be made. Approval of this application is consistent with all applicable standards of the LDRs and other Town ordinances.

5. *The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Can be made. This application is in substantial compliance with all standards and conditions of previously issued permits and approvals.

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 was roughly 10 hours.

Attachments or Links.

- Applicant Submittal
- Department Reviews

Suggested Motion.

I move to **approve** a Boundary Adjustment between Lots 5 and 6, Block 6, of The Glenwood Condominium Addition, Town of Jackson at the property addressed as 165 N Glenwood Street, subject to the departmental reviews attached hereto and this staff report dated May 5, 2025.



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: Glenwood Adjustment Addition to the Town of Jackson
Physical Address: 165 N. Glenwood St.
Lot, Subdivision: Lots 5 & 6, Blk.6, Jackson & Plat 1441 PIDN: 22-41-16-28-4-10-001 & 22-41-16-28-4-10-004

PROPERTY OWNER.

Name: Glenwood JH, Inc. Phone: 262-308-2656
Mailing Address: 4011 80th St., Kenosha, WI ZIP: 53142
E-mail: northmann@beardevelopment.com

APPLICANT/AGENT.

Name: Matt Gotham, Jorgensen Associates Phone: 307-733-5150
Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002
E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ 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 #: _____ Environmental Analysis #: _____

Original Permit #: P21-025, P24-156ZCV Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

Signature of Property Owner or Authorized Applicant/Agent
Matt Gotham

Name Printed

1/14/2025

Date
Survey Manager

Title



January 15, 2025

Mr. Tyler Valentine Town of Jackson Senior Planner

Re: The Glenwood Adjustment Addition Plat Application – 165-185 N. Glenwood St.

Mr. Valentine,

On behalf of Glenwood JH, Inc., we are applying for boundary adjustment by replat between Lots 5 & 6, Block 6, Town of Jackson, and the common area outside of the building footprint of The Glenwood Condominium Addition to the Town of Jackson, Plat 1441. This boundary adjustment received zoning compliance verification under P24-156.

As you know, the process and mechanics of this boundary adjustment have been thoroughly discussed and the applicant's counsel, Matt Kim-Miller, and Town Attorney Lea Colasuonno are in agreement that the best way to accomplish the boundary adjustment is to put the GCE outside of the Plat 1441 building footprint into ownership of Glenwood JH, Inc. via a supplemental declaration, thus allowing Glenwood JH, Inc. to solely sign off on the adjustment.

This submittal includes:

- Town of Jackson Planning Application
- Copy of check for application fee of \$1,324 – check will be dropped off in-person
- Warranty Deed showing ownership of Lots 5 & 6, Block 6.
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent
- Notice of Intent to Subdivide published 1/8/25 & 1/15/25
- Title Reports dated October 4, 2024 (Plat 1441 exterior GCE) and December 24, 2024 (Lots 5 & 6)
- Drafts of Supplemental Declarations No. 3 and No. 4 establishing ownership of Plat 1441 GCE outside of building footprint in the name of Glenwood JH, Inc. (No. 3) and annexing GCE of Phase 2 into GCE of Phase 1 and transferring ownership of "adjustment area" back to the HOA (No. 4)
- Draft Affidavits of Mortgagee
- Draft Subdivision Plat

The condominium plat for Phase 2 will be submitted in two weeks once the public notices have run, but I am including a draft of that plat map here for reference.

Thank you for your consideration in this matter.

JORGENSEN ASSOCIATES, INC.

Matt Gotham, PLS
Survey Manager



Town of Jackson Planning and Building Department

LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT

Stephen R. Mills, President of Glenwood JH, Inc.

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 Glenwood JH, Inc. is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 185 N. Glenwood St.

Legal Description: Lot 1-4, Block 6, Town of Jackson

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Matt Gotham, Jorgensen Associates, Inc.

Mailing address of Applicant/agent: PO Box 9550, Jackson, WY 83002

Email address of Applicant/agent: mgotham@jorgeng.com

Phone Number of Applicant/agent: 307-733-5150

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:

[X] 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.

Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other not individual Owner

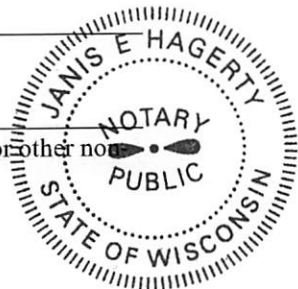
STATE OF WISCONSIN)
COUNTY OF KENOSHA) SS.

The foregoing instrument was acknowledged before me by Stephen R. Mills this 30th day of August, 2021.

WITNESS my hand and official seal.

Notary Public signature and seal

My commission expires: 02/10/2024





Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Wyoming Title & Escrow, Inc.

As Your Title Company

Contact Information:

1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Phone: (307)732-2983
Fax: (307)732-0200

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Wyoming Title & Escrow, Inc.
Policy Issuing Agent for Old Republic National Title Insurance Company



Escrow Number: W-31150

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on “revised” or “new” wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. Wyoming Title & Escrow, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching “new,” “alternate,” “updated,” “revised” and/or “different” wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most “silent” ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

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Wyoming Title & Escrow, Inc.

COMMITMENT

Commitment Issued By:

Order Number: W-31150

Wyoming Title & Escrow, Inc.

1110 Maple Way Suite A, P.O. Box 4429

P.O. Box 4429

Jackson, WY 83001

Escrow Officer: Teton County Title Only Department

Phone: (307)732-2983

Fax: (307)732-0200

Escrow Officer Email: 12101@wyomingtitle.com

Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference:

Property Address: TBD TBD, Jackson, WY 83001

Title Officer: Laura Ethington

Title Officer Email: lethington@wyomingtitle.com

EXPLANATION OF CHARGES

2021 ALTA Extended Owners Policy	\$0.00
E-Recording Service Fee	\$4.25
Estimate of Charges	\$4.25

*** Recording Fees in Teton County are \$12 for the first page and \$3 for every page thereafter ***

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Wyoming Title & Escrow, Inc.
Policy Issuing Agent for Old Republic National Title Insurance Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

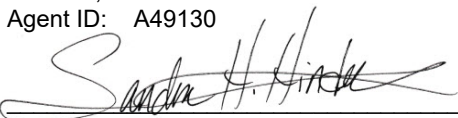
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

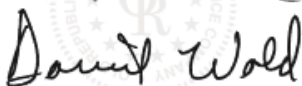
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- (i) comply with the Schedule B, Part I – Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or

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(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

(c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. INTENTIONALLY OMITTED

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$45.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Commitment Date: October 4, 2024 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
2021 ALTA Extended Owners Policy	\$0.00	\$0.00
PROPOSED INSURED:		
To Be Determined		

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Unit owners as their interests may appear

5. The Land is described as follows:

See Exhibit "A" Attached For Legal Description

*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Inquiries should be directed to:

Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001

Escrow Officer: Teton County Title Only Department
Title Officer: Laura Ethington
Phone: (307)732-2983
Fax: (307)732-0200

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Exhibit "A"

Legal Description

The General Common Elements of the Glenwood Condominium Addition to Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 1, 2022 as Plat No. 1441, and further defined and described in Amended and Restated Declaration of Condominium recorded August 16, 2022 as Document 1044631, Amended and Restated Supplemental Declaration No. 1 of Condominium recorded August 16, 2022 as Document 1044632, and Supplemental Declaration No. 2 of Condominium recorded September 20, 2024 as Document No. 1090143, and any further supplements or amendments thereto.

LESS AND EXCEPT Unit Airspaces

NOTE: Legal Description does not include unit airspace

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SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay Wyoming Title & Escrow the premiums, fees and charges for the policy.
4. You must tell us in writing the name(s) of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.
6. The company may make other requirements upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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SCHEDULE B - Part II EXCEPTIONS

Schedule B of the policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 1. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
- 2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the public records.
- 4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.
- 7. (a) Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; (b) Real Property Taxes for the year 2024 and subsequent years; (c) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
- 8. General taxes for the year 2023, and subsequent years.
- 9. Assessments for the Glenwood Owners Association, if any, which are excluded from the coverage afforded hereby.

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10. All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100.
[Plat No. 100](#)
11. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded December 3, 2021, as (instrument) 1029252, Official Records.
[1029252](#)
12. Terms and Conditions of Encroachment Agreement, by and between Glenwood JH, Inc., and the Town of Jackson, recorded April 26, 2022, as (instrument) 1037067, Official Records.
[1037067](#)
13. All matters as delineated on the Official Plat of The Glenwood Condominium Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1441.
[Plat No. 1441](#)
14. Terms and Conditions of Special Restrictions for Workforce Ownership Housing, recorded July 1, 2022, as (instrument) 1041748 , Official Records.
[1041748](#)
15. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Amended and Restated Declaration of Condominium for the Glenwood Condominium Addition to the Town of Jackson, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded August 16, 2022, as (instrument) 1044631, Official Records.
[1044631](#)

Contains: Homeowners association charges, assessments and liens.

Amended and Restated Supplemental Declaration No. 1 of Condominium for Glenwood Condominium Addition to the Town of Jackson (Assigning Parking and Storage Limited Common Elements), recorded August 16, 2022, as (instrument) 1044632 Official Records.
[1044632](#)

Parking Relocation Agreement, recorded June 14, 2023, as (instrument) 1061510 , and Parking Relocation Agreement recorded September 20, 2024 as (instrument) 1090144, Official Records.
[1061510](#); [1090144](#)

Supplemental Declaration No. 2 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (in Relation to Parking and Annexing Additional Property), recorded September 20, 2024, as (instrument) 1090143 Official Records.
[1090143](#)

16. Terms, conditions, and provisions of Lighting Agreement, by an between Glenwood JH, Inc., and the Town of Jackson, recorded October 31, 2022, as (instrument) 1049043, Official Records.
[1049043](#)

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17. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$30,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998314, Official Records.

Mortgagor: Glenwood JH, Inc., a Wyoming corporation

Mortgagee: Bank of Jackson Hole

NOTE: mortgage recorded against underlying Lots 1-4, Block 6, Jackson Original Townsite

[0998314](#)

An agreement to modify the terms and provisions of said Mortgage, including but not limited to adding additional collateral, recorded June 10, 2022, as (instrument) 1040208, Official Records.

[1040208](#)

The Beneficial Interest under said Mortgage was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 6, 2023, as (instrument) 1062252, Official Records.

[1062252](#)

18. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded September 10, 2020, as (instrument) 0998315, Official Records.

NOTE: assignment of rents recorded against underlying Lots 1-4, Block 6, Jackson Original Townsite

[0998315](#)

An agreement to modify the terms and provisions of said Assignment of Rents recorded June 10, 2022, as (instrument) 1040208, Official Records.

[1040208](#)

The Beneficial Interest under said Assignment of Rents was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062253, Official Records.

[1062253](#)

19. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$25,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998316, Official Records.

Mortgagor: Glenwood JH, Inc., a Wyoming corporation

Mortgagee: Roseville Ventures II, LLC, a Wisconsin limited liability company

NOTE: mortgage recorded against underlying Lots 1-4, Block 6, Jackson Original Townsite

[0998316](#)

Said Mortgage was subordinated to the lien of the Mortgage in Exception No. 17 by instrument recorded September 10, 2020, as (instrument) 0998325, Official Records.

[0998325](#)

NOTE: Items that affect individual airspace units not included. For example mortgages and special restrictions against Units not shown as Exceptions as they are excepted in the Exhibit A Legal Description.

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***** End of Schedule B *****

*** INFORMATIONAL NOTES:

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

If the proposed insured under the policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: TBD TBD, Jackson, WY 83001

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:

PIDN:

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a signature by the Company or its issuing agent that may be in electronic form.



MOTHER LODE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.mlhc.com/privacy-policy>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.mlhc.com/privacy-policy>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.com/privacy-policy>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.mlhc.com/privacy-policy>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

Does Old Republic Title share?

Can you limit this sharing?

For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus

Yes

No

For our marketing purposes – to offer our products and services to you

No

We don't share

For joint marketing with other financial companies

No

We don't share

For our affiliates' everyday business purposes – information about your transactions and experiences

Yes

No

For our affiliates' everyday business purposes – information about your creditworthiness

No

We don't share

For our affiliates to market to you

No

We don't share

For non-affiliates to market to you

No

We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic Title protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/privacy-policy>

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <https://www.oldrepublictitle.com/privacypolicy> for your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies

- Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- Old Republic Title does not share with non-affiliates so they can market to you

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	



First American Title™

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50036956-0006178e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: W-30639-2

Policy #: 50036956-0006178e

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

GUARANTEE CONDITIONS (Continued)

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

GUARANTEE CONDITIONS (Continued)

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

Condition of Title Guarantee SCHEDULE A

Order No.: W-30639-2
Guarantee No.: 50036956-0006178e
Date of Guarantee: December 24, 2024 at 1:34PM
Amount of Liability: \$350.00
Premium: \$250.00

1. Name of Assured:

Jorgensen Associates, Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

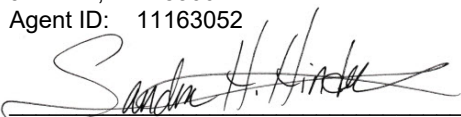
According to the Public Records as of the Date of Guarantee:

- a. Title to the estate or interest in the Land is vested in:

Glenwood JH, Inc., a Wyoming corporation

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: 11163052


Authorized Countersignature

Condition of Title Guarantee SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. General taxes for the year 2025, and subsequent years, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2024. Tax ID No. OJ-002123.

1st Installment: \$13,349.46 PAID

2nd Installment: \$13,349.46 PAID

- 9. All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the
X X Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100.
[Plat No. 100](#)

10. Notice of Location of Underground Public Utility Facilities, recorded June 29, 1978, as Book 72, Page 304, Official Records.
[B72P304](#)
11. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded February 12, 1991, as Book 234, Page 324, Official Records.
[B234P324](#)
12. Record of Survey T-26C, recorded February 25, 2008, as Book 2 of Maps, Page 233, Official Records.
[T-26C](#)
13. Terms and conditions of Parking Relocation Agreement, by and between Shannon G. Spencer and Patrick L. Spencer, and Glenwood JH, Inc., a Wyoming corporation, recorded June 14, 2023, as (instrument) 1061510 , Official Records.
[1061510](#)
14. Supplemental Declaration No. 2 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Parking and Annexing Additional Property), recorded September 20, 2024, as (instrument) 1090143 , Official Records.
[1090143](#)
15. Terms and conditions of Parking Relocation Agreement (Unit 20), by and between Kyle Theret, and Glenwood JH, Inc., a Wyoming corporation recorded September 20, 2024, as (instrument) 1090144 , Official Records.
[1090144](#)
16. Terms and conditions of Parking Relocation Agreement (Unit 19), by and between Zendler Clemens, LLC, a Wyoming limited liability company, and Glenwood JH, Inc., a Wyoming corporation, recorded December 20, 2024, as (instrument) 1095292 , Official Records.
[1095292](#)
17. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$30,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998314, Official Records.
Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole
[0998314](#)
- An agreement to modify the terms and provisions of said Mortgage, including but not limited to adding additional collateral, recorded June 10, 2022, as (instrument) 1040208, Official Records.
[1040208](#)
- The Beneficial Interest under said Mortgage was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 6, 2023, as (instrument) 1062252, Official Records.
[1062252](#)
- Said matter affects this and other property.
18. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded September 10,

X 2020, as (instrument) 0998315, Official Records.
[0998315](#)

X An agreement to modify the terms and provisions of said Assignment of Rents recorded June 10, 2022, as (instrument) 1040208, Official Records.
[1040208](#)

X The Beneficial Interest under said Assignment of Rents was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062253, Official Records.
[1062253](#)

Said matter affects this and other property.

19. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$5,000,000.00, dated June 1, 2022, recorded June 10, 2022, as (instrument) 1040209 , Official Records.

X Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole
Affects Parcel 1
[1040209](#)

X The Beneficial Interest under said Mortgage was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062250, Official Records.
[1062250](#)

20. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole , recorded June 10, 2022, as (instrument) 1040210, Official Records.
X [1040210](#)

X The Beneficial Interest under said Assignment of Rents was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062251, Official Records.
[1062251](#)

21. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$15,000,000.00, dated May 20, 2022, recorded June 10, 2022, as (instrument) 1040222 , Official Records.

X Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Roseville Ventures II, LLC, a Wisconsin limited liability company
Affects Parcel 1
[1040222](#)

X Said Subordination and Standstill Agreement was subordinated to the lien of the Mortgage in Exception No. 23 and 26, by instrument recorded June 10, 2022, as (instrument) 1040231, Official Records.
[1040231](#)

22. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee(s) herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.

Order No.: W-30639-2

Guarantee No.: 50036956-0006178e

***** End of Schedule B *****

EXHIBIT “A” – LEGAL DESCRIPTION

Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIDN: 22-41-16-28-4-10-004

• ***** **END OF LEGAL DESCRIPTION** *****

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor’s parcel number of said Land as determined from the latest county assessor’s roll is:

165 North Glenwood Street, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.



Privacy Policy

Last Updated and Effective Date: December 1, 2024

This Privacy Notice (“Notice”) describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, “Mother Lode,” “we,” “us,” or “our”) collect, use, store, and share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

If you are a California resident, click [here](#) for specific disclosures about how we collect, use, store and disclose your personal information, along with your privacy rights.

[Notice at Collection](#)

[What Type of Information Do We Collect About You?](#)

Depending upon how you interact with our Sites and Services, the nature of your Communications, and the nature of our interaction with Third Parties, we may collect the following information from and about you:

- Direct identifiers, including but not limited to your unique online identifier, name, alias, social media handle, IP address, username and password, postal and/or e-mail address, phone number, account name and/or account number, social security number, driver's license number, passport number, and/or state identification number.
- Related identifiers, including but not limited to your date of birth, bank, credit, or debit card number, financial information, and/or insurance policy number.
- Physical characteristics, including protected characteristics under federal and state law, such as age, sex, race, and ethnicity.
- Commercial information, including records of products or services purchased, obtained, or considered.
- Biometric information, such as fingerprints and voice recordings.
- Internet or other electronic network activity information, with our Sites and in Communications, including browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- Geolocation data, such as your zip code and time zone.
- Audio, electronic, visual, and thermal information, including telephone recordings, electronic communication records, and security camera footage from applicable Mother Lode properties.
- Professional or employment-related information, such as your work history, salary history, and education history.

[How Do We Collect Your Information?](#)

We collect your personal information in three ways:

Directly from you when you access or use our Sites or Services, conduct business dealings with us in the B2B context or when you communicate with us in any manner, including but not limited to:

- Personal information you provide by filling out forms in person or electronically through our Sites, including information provided at the time of registering for any Service or event, posting material, or requesting further services or information;
- Personal information you provide when you access or use our Services;
- Personal information you provide when you conduct B2B dealings with us;
- Personal information you provide when you report a problem with our Sites;
- Records and copies of your correspondence (e.g., email address) if you contact us;
- Your responses to surveys that we might ask you to complete;
- Details of transactions you carry out through our Sites, and the fulfillment of your orders; and
- Your search queries on the Sites.

Automatically when you access or use our Sites or Services, conduct business dealings or when you communicate with us, including but not limited to:

- Details of your visits to the Sites, including traffic data, location data, logs and other communication data;

- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type; and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

From Third Parties, including but not limited to:

- Data analytics providers for the purpose of receiving statistical data about your activity on our Sites;
- Social media networks for the purpose of collecting certain of your social media profile information and activity, including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform;
- Service providers, including but not limited to internet service providers, fraud prevention services, and related partners; and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the Sites, and to provide you with our Services.

How Do We Use Your Information?

We use the personal information outlined in [What Type of Information Do We Collect About You](#) for a variety of business and commercial purposes, including but not limited to:

- Provide the Sites to you;
- Provide the Services you have requested;
- Conduct business dealings with you;
- Fulfill a transaction you requested or service your policy;
- Handle a claim;
- Create and manage your account;
- Operate the Sites, including access management, payment processing, Site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes;
- Respond to your requests, feedback, or inquiries;
- Comply with laws, regulations, and other legal requirements;
- Comply with relevant industry standards and our policies;
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud;
- Protect and enforce our collective rights arising under any agreements entered between Mother Lode and you or any other Third Party;
- Protect the integrity and maintain security of our Sites and Services;
- Operate, evaluate, and improve our business; and
- Deliver content tailored to your interests and the way you use the Sites;
- Present content in a manner that is optimized for your device;
- Measure and analyze the effectiveness of the Sites and Services we provide to you.

How Do We Disclose Your Personal Information?

We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose personal information referenced in [What Type of Information Do We Collect About You](#) with others for a variety of business and commercial purposes, including:

- **With your consent.** We may disclose your personal information with your consent. We may obtain your consent in writing; online, through “click-through” agreements; when you accept the terms of use on our Sites; orally, either in person or on the phone; or by other means.
- **In a business transfer.** We may disclose your personal information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which such information could be transferred to Third Parties as a business asset in the transaction.

- **To non-affiliated third parties, such as service providers and contractors.** We may disclose your personal information with other parties, such as service providers and contractors, to facilitate your access and use of our Sites and Services, including but not limited to internet service providers, data analytics providers, governmental entities, operating systems and platforms, social media networks, and service providers who provide us a service (e.g., credit / debit card processing, billing, shipping, repair, customer service, auditing, debugging to identify and repair errors that impair existing intended functionality on our Sites or Services, and/or protecting against malicious, deceptive, fraudulent, or illegal activity).
- **To subsidiaries and affiliates.** We may disclose your personal information with our Mother Lode subsidiaries and affiliates to further facilitate your use of our Sites and Services, and to ensure the smooth and consistent operations of Mother Lode by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity.
- **For legal process and protection.** We may disclose your personal information to satisfy any law, regulation, legal process, governmental request, or where we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:
 - Enforce or apply agreements, or initiate, render, bill, and collect for Services;
 - Protect our rights or interests, property or safety or that of others;
 - In connection with claims, disputes, or litigation - in court or elsewhere;
 - Protect users of our Sites and Services and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services; and
 - Facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government.

[Links To Third Party Sites](#)

Our Sites may contain links to Third Party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Notice applies to our Sites only, and we do not accept any responsibility or liability for the policies or practices of any Third Parties.

[Third Party Tracking / Do Not Track](#)

Our Sites may, from time to time, collect information about your online activities, over time and across our different Sites. When you use our Sites, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a “Do Not Track” feature, which is intended to be a signal to websites that you do not wish to be tracked across different websites you visit. Our Sites do not currently change the way they operate based upon detection of a “Do Not Track” or similar signal.

[Social Media Integration](#)

Our Sites and/or Services may, from time to time, contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we take all commercially reasonable steps to ensure your personal information is protected in alignment with all applicable laws and regulations, as appropriate to the sensitivity of your personal information.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. If we dispose of your information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

Cookies and Related Technology

We may use browser cookies, beacons, pixel tags, scripts, and other similar technologies from time to time to support the functionality of our Sites and Services. A cookie is a piece of information contained in a very small text file that is stored in your Internet browser or elsewhere on your hard drive. Cookies are transferred from our Sites to your computer, phone or tablet, and allow us to identify your device whenever you return to our Sites. These technologies provide a better experience when you use our Sites and Services, and allow us to improve our services. We may also use analytic software, such as Google Analytics and others, to help better understand how our Sites function on your device(s) and for other analytical purposes. To learn more about how Google uses data when you use our Sites, see [How Google uses data when you use our partners' sites or apps](#). You can opt-out of Google Analytics by installing Google's opt-out browser add-on here <https://tools.google.com/dlpage/gaoptout>.

Below is an overview of the types of cookies and related technology we deploy, and your choices.

Browser Cookies. A browser cookie is a small file placed on the hard drive of your computer. That cookie then communicates with servers, ours or those of other companies that we authorize to collect data for us and allows recognition of your personal computer. You may use the tools available on your computer or other device(s) to set your browser to refuse or disable all or some browser cookies, or to alert you when cookies are being set. However, if you refuse or disable all browser cookies, you may be unable to access certain parts or use certain features or functionality of our Sites. Unless you have adjusted your browser settings so that it refuses all cookies, we may use cookies when you direct your browser to our Sites.

Beacons. Our Sites and e-mails may contain small electronic files known as beacons (also referred to as web beacons, clear GIFs, pixel tags and single-pixel GIFs) that permit us to, for example, to count users who have visited those pages or opened an e-mail and for other website-related statistics. You may use the tools in your device to disable these technologies as well.

Third Party Technology. Our service providers may also use cookies and beacons to collect and share information about your activities both on our Sites and on other websites and applications. In addition, third parties that are unaffiliated with us may also collect information about you, including tracking your browsing history, when you use our Sites. We do not have control over these third-party collection practices. If you wish to minimize these third-party collections, you can adjust the settings of your browsers or install plug-ins and add-ins.

Your Choices. You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers provide for ways to control cookie behavior, such as the length of time they are stored. If you disable cookies, please be aware that some of the features of our Sites may not function correctly. To find out more on how to manage and delete cookies, visit www.aboutcookies.org. For more details on your choices regarding use of your web browsing activity for interest-based advertising, you may visit the following sites:

- <http://networkadvertising.org/>
- <http://optout.aboutads.info/>

- <http://youradchoices.com/>

Your Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. For California residents, please click [here](#) to understand how to exercise your rights.

- **Right of Correction.** Regardless of where you live, you may submit a request that we correct or update the information we have about you.
- **Right to Change Preferences.** Regardless of where you live, you may change your choices for subscriptions, newsletters, and alerts.
- **Right to Control Advertising and Online Tracking.** Regardless of where you live, you have a right to control how your personal information is tracked online. To learn more about these rights, see [Cookies and Related Technologies](#).
- **Right of Non-Discrimination.** Regardless of where you live, you have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

California Consumer Privacy Act Rights and Disclosures

The following disclosures are made pursuant to the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA").

Relevant CCPA Definitions

Term	Definition
Personal information	Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to you or your household.
Sensitive personal information	Personal information that reveals your social security number, driver's license number, state identification card, passport number, account log-in and password, financial account and password, debit or credit card number and access code, precise geolocation information, race, ethnic origin, citizenship or immigration status, religious or philosophical beliefs, union membership, the content of your mail, email or texts other than those communications with us, genetic data, neural data, biometric information, health information, and information that concerns your sex life or sexual orientation.
Sell, sale, or sold	Selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by other means, your personal information to a third party for monetary or other valuable consideration.
Share, shared, or sharing	Sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, your personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between us and a third party for cross-context behavioral advertising for our benefit in which no money is exchanged.

Summary of Categories of Personal Information Collected and Disclosed

Below is a summary of the categories of personal information we have collected from and about you in the twelve months preceding the date this Notice was last updated. Also included in this description is personal information about: (1) why the personal information is collected and used; (2) whether the information is “sold” or “shared” to third parties; (3) whether the information is disclosed for a business purpose to third parties; (4) whether the information includes “sensitive personal information”; and (5) a description of how long we may keep your information. To learn more about the personal information we will collect on an ongoing basis, please see our [Notice at Collection](#) above.

Categories of Personal Information:

- **Identifiers (Includes Sensitive Personal Information):** Includes personal information such as your name, alias, postal address, and telephone number, unique online identifier, social media handle, IP address, username and password, email address, account name and/or account number, social security number, driver’s license number, passport number or state identification number.
- **Physical Characteristics (Includes Sensitive Personal Information):** Includes personal information such as your race, sex, age and ethnicity.
- **Financial Information (Includes Sensitive Information):** Includes personal information such as bank account number, credit card number, debit card number, insurance policy number or other financial information.
- **Internet or other Electronic Network Activity Information:** Includes personal information such as browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- **Commercial Information:** Includes personal information such as records of products or services purchased, obtained, or considered.
- **Biometric Information (Includes Sensitive Personal Information):** Includes personal information such as fingerprints, and voice recordings.
- **Professional and Educational Information:** Includes your work history, salary history, and education history.
- **Audio, Electronic, Visual, Thermal, and Related Information:** Includes personal information such as photographs, video recordings, or recorded messages.
- **Geolocation:** Such as zip code and time zone.

Category Disclosure Information

Disclosure	Categories	Description
How do we collect this information?	Identifiers*	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from third parties such as service providers and government agencies.
	Physical Characteristics*	We collect this personal information directly from you. We also may collect this personal information from other parties, such as service providers.
	Financial Information*	
	Internet or other Electronic Activity Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
	Commercial Information	
	Biometric Information*	
	Professional and	We collect this personal information directly

	Educational Information*	from you. We also may collect this personal information from other parties such as service providers and government agencies.
	Audio, Electronic, Visual, and Related Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
Does this include sensitive personal information?	The categories of sensitive personal information we collect include social security number, driver's license number, passport number, racial or ethnic origin, health information, bank account number, credit card number, debit card number, or any other financial information with a required access or security code, password, or credentials. *Denotes which categories may include sensitive personal information. We do not process your sensitive personal information other than for the purposes permitted under the CCPA, such as providing the Sites to you, providing the Services you requested, fulfilling a transaction you requested or servicing your policy.	
Is the information "sold" or "shared"?	No. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.	
What is our business purpose for collecting your information?	See How Do We Use Your Personal Information above.	
Who do we disclose this information to?	See How Do We Share Your Personal Information above.	
How long do we keep the information?	We keep your personal information for so long as is reasonably necessary and proportionate to the original purpose for which we collected the personal information. We base our criteria in determining appropriate retention periods on regulatory and legal requirements, contractual requirements, business needs, and the expectations of you.	

[Notice of Disclosure for a Business Purpose](#)

To learn more about the categories of personal information we have disclosed for a business purpose about California residents over the last twelve months, including the categories of parties with whom we have disclosed that personal information, please see [What Type of Personal Information Do We Collect About You](#) and [How Do We Share Your Personal Information](#).

[Notice of Sale or Sharing](#)

We do not sell or share personal information as defined under the CCPA, nor have we sold or shared such personal information in the past 12 months. **To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.** We have no actual knowledge of selling or sharing the personal information of minors under the age of 16.

Your Rights

Under CCPA and its implementing regulations, you have a **Right to Know**, **Right to Correct**, **Right to Delete**, and **Right to Non-Discrimination**. We do not offer a right to opt out of sale or sharing or limit the use and disclosure of sensitive personal information because we do not sell or share your personal information or use your sensitive personal information other than for permitted purposes under the CCPA. We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. Please note that for some of these rights, such as the Right to Know, Right to Correct, and Right to Delete, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying personal information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information related to your rights request, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

- **Right to Know.** You have a right to confirm whether we are processing your personal information and ask that we disclose to you the categories and specific pieces of personal information we have collected about you including a description of the categories of sources from which we have collected that personal information, the business or commercial purpose for collecting or sharing that information, and the categories of third parties to whom we have disclosed that personal information. You have the right to receive this information in a format, to the extent technically feasible, that is portable, usable, and allows you to transmit the personal information to a person without impediment. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Correct.** You have a right to ask that we correct your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Delete.** You have a right to ask that we delete your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right of Non-Discrimination.** You have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

Authorized Agents

If permitted or required by applicable law, you may exercise your privacy rights through an authorized agent. If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please submit the [Authorized Agent Form](#).

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Sites. To make such a request, please send an email with a detailed description of the specific content or information to privacy@mlhc.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Children

Our Sites and Services are not intended for children under the age of 18. This includes any links to other websites that we provide for our convenience. We do not knowingly collect personal information of children for any reason.

International Jurisdictions

Our Sites and Services are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Sites or Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Sites and Services, and your agreements with us. Any persons accessing our Sites or Services from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use, or disclosure of information, different from those of the jurisdictions mentioned above may only use the Sites or Services in a manner lawful in their jurisdiction. If your use of the Sites or Services would be unlawful in your jurisdiction, you may not use the Sites or Services.

Accessibility

We are committed to making our content accessible and user friendly to everyone. To request a copy of this Notice in an alternative format, please contact us at accessibility@mlhc.com or 1-877-626-0668.

Changes To Our Privacy Notice

We may change this Notice from time to time. Any and all changes will be reflected on this page, and where appropriate provided in person or by another electronic method. The effective date will be stated at the top of this Notice. You should regularly check this page for any changes to this Notice.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE SITES OR SERVICES, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED NOTICE HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS NOTICE.

Contact Us

If you have any questions, please contact us at privacy@mlhc.com or by calling 1-877-626-0668.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.

Placer Title Co.

Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.
Wisconsin Title Closing Service, Inc.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 185 Fulweiler Avenue, Auburn, CA 95603 or privacy@mlhc.com.

Wyoming Title & Escrow - Jackson
1110 Maple Way
Jackson, Wyoming 83001

GRANTOR: ROSEVILLE VENTURES II LLC
GRANTEE: GLENWOOD JH INC
Doc 1040206 Filed At 14:33 ON 06/10/22
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTOR, of Teton County, WY, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Glenwood JH, Inc., a Wyoming corporation, GRANTEE, whose address is 4011 80th Street, Kenosha, WI 53142, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIDN: 22-41-16-28-4-10-004

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

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WITNESS the due execution and delivery of this Warranty Deed this 1st day of June, 2022.

Roseville Ventures II, LLC, a Wisconsin
limited liability company

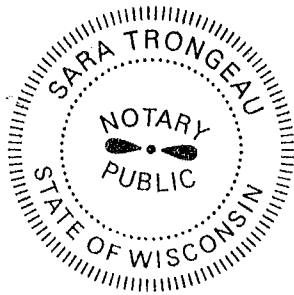
By: [Signature]
Name: Stephen C. Mills
Title: Managing Member

State of WI

County of Kenosha

This instrument was acknowledged before me on 6/1/22 by
Stephen C. Mills, as the Managing Member of Roseville Ventures II, LLC, a Wisconsin
limited liability company.

(Seal, if any)



[Signature]
(Signature of notarial officer)

Sara Trongeau - Notary
(Title)

My commission expires: 8/25/25

18826259_v1

Printed by Jorgensen on Jan 15, 2025 4:45pm
J:\2024\18105 - Glenwood Survey\Plans - Final & Record\Adjustment\18105-50 Certificate.mxd

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of Glenwood JH, Inc., a Wyoming corporation, owner and proprietor of the lands of this plat, Lots 5 and 6 of Block 6 of the Original Townsite of Jackson according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100, and all those lands lying outside of the building footprint of the Glenwood Condominium Addition to Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 1, 2022 as Plat No. 1441, and further defined and described in Amended and Restated Declaration of Condominium recorded August 16, 2022 as Document 1044631, Amended and Restated Supplemental Declaration No. 1 of Condominium recorded August 16, 2022 as Document 1044632, and Supplemental Declaration No. 2 of Condominium recorded September 20, 2024 as Document No. 1090143, and any further supplements or amendments thereto, less and except Unit airspaces, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, a subdivision identical with Lots 5 and 6 of Block 6 of the Original Townsite of Jackson and said lands of the Glenwood Condominium Addition, Plat No. 1441, lying outside of the building footprint shown on said Plat No. 1441;

that said Lots 5 and 6 of Block 6 of the Original Townsite of Jackson are hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes, and the boundary between said Lots 5 & 6 and said lands outside of the building footprint of Plat No. 1441 is hereby adjusted, and that in accordance with said Section 34–12–110 said Clerk is respectfully requested to write "VACATED" across said Lots 5 and 6 on Plat No. 100 and also across the south boundary of Plat No. 1441;

that the individual air space units shown on said Plat No. 1441 are not a part of, and not affected by, this plat;

that the foregoing subdivision is subject to the following planning approvals: Development Plan (P19–172), Development Option Plan (P20–172), Development Option Plan (P21–025), Development Option Plan (P21–264) & Development Option Plan (P23–109);

that, in accordance with said Plat No. 1441, access to sewer and water facilities, including pipelines, manholes, meters, and valves, and access to lighting facilities including shutoffs, conduits, meters, and controls is granted to the Town of Jackson;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non–exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials therein and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that, in accordance with said Plat No. 1441, an access easement across the driveways located within this subdivision is granted to emergency vehicles included ambulances, fire fighting vehicles, and police vehicles;

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office (from Wyoming Title & Escrow Title Insurance Company Condition of Title Guarantee Report No. W–31150 (General Common Element, Plat 1441) and W–30639 (Lot 5 & 6, Block 6, Plat 100));

All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100;

An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded December 3, 2021, as (instrument) 1029252, Official Records;

Terms and Conditions of Encroachment Agreement, by and between Glenwood JH, Inc., and the Town of Jackson, recorded April 26, 2022, as (instrument) 1037067, Official Records;

All matters as delineated on the Official Plat of The Glenwood Condominium Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1441;

Terms and Conditions of Special Restrictions for Workforce Ownership Housing, recorded July 1, 2022, as (instrument) 1041748 , Official Records;

Terms, provisions, covenants, conditions, restrictions and easements, provided in the Amended and Restated Declaration of Condominium for the Glenwood Condominium Addition to the Town of Jackson, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded August 16, 2022, as (instrument) 1044631, Official Records;

Amended and Restated Supplemental Declaration No. 1 of Condominium for Glenwood Condominium Addition to the Town of Jackson (Assigning Parking and Storage Limited Common Elements), recorded August 16, 2022, as (instrument) 1044632 Official Records;

Parking Relocation Agreement, recorded June 14, 2023, as (instrument) 1061510; Parking Relocation Agreement recorded September 20, 2024 as (instrument) 1090144, and Parking Relocation Agreement recorded December 20, 2024 as (instrument) 1095292 Official Records;

Supplemental Declaration No. 2 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Parking and Annexing Additional Property), recorded September 20, 2024, as (instrument) 1090143 Official Records;

Terms, conditions, and provisions of Lighting Agreement, by an between Glenwood JH, Inc., and the Town of Jackson, recorded October 31, 2022, as (instrument) 1049043, Official Records;

Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$30,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998314, Official Records;

An agreement to modify the terms and provisions of said Mortgage, including but not limited to adding additional collateral, recorded June 10, 2022, as (instrument) 1040208, Official Records;

The Beneficial Interest under said Mortgage was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 6, 2023, as (instrument) 1062252, Official Records;

An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded September 10, 2020, as (instrument) 0998315, Official Records;

An agreement to modify the terms and provisions of said Assignment of Rents recorded June 10, 2022, as (instrument) 1040208, Official Records;

The Beneficial Interest under said Assignment of Rents was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No. 100870), by assignment recorded June 26, 2023, as (instrument) 1062253, Official Records;

Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$25,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998316, Official Records;

Said Mortgage was subordinated to the lien of the Mortgage in Exception No. 17 by instrument recorded September 10, 2020, as (instrument) 0998325, Official Records;

Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$5,000,000.00, dated June 1, 2022, recorded June 10, 2022, as (instrument) 1040209, Official Records;

The beneficial interest under mortgage recorded in (instrument) 1040209 was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No 100870), by assignment recorded June 26, 2023 as (instrument) 1062250, Official Records;

An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded June 10, 2022, as (instrument) 1040210, Official Records;

The beneficial interes under said Assignment of Rents recorded in (instrument) 1040210 was assigned of record to Bank of Jackson Hole, a division of NBH Bank (Charter No 100870), by assignment recorded June 26, 2023 as (instrument) 1062251, Official Records;

Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$15,000,000.00, dated May 20, 2022, recorded June 10, 2022, as (instrument) 1040222, Official Records;

Subordination and Standstill Agreement was subordinated to the lien of the Mortgage recorded as (instrument) 1040231, Official Records;

Notice of Location of Underground Public Utility Facilities, recorded June 29, 1978 in Book 72 of Photo, page 304, Official Records;

An easement over said land for electric distribution circuits and incidental purposes as granted to Lower Valley Power and Light, Inc., predecessor to Lower Valley Energy, Inc., recorded February 12, 1991 in Book 234 of Photo, page 324, Official Records;

All matters as delineated on that Map of Survey No. T–26C, recorded on February 25, 2008 in Book 2 of Maps, page 233, Official Records;

Terms and conditions of Parking Relocation Agreement, recorded June 14, 2023 as document 1061510, Official Records;

that the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is via adjacent N. Glenwood Street and the north–south public alley between W. Gill Avenue and W. Delaney Avenue, as shown hereon;

that this subdivision is subject to all easements, rights–of–way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that all rights under and by virtue of the homestead exemption laws of this state are hereby released and waived;

Glenwood JH, Inc., a Wyoming corporation

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF MORTGAGEE

The following entities hold mortgages on the subject property:

Bank of Jackson Hole, a division of NBH Bank, mortgages recorded as documents 0998314 and 1040209; Roseville Ventures II, LLC, mortgage recorded as document #1040222.

Consent of Mortgagee, Bank of Jackson Hole, a division of NBH Bank, by separate affidavit recorded concurrently with this plat.

Consent of Mortgagee, Roseville Ventures II, LLC, by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

that the lands of this subdivision are identical with Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 100 and all those lands lying outside of the building footprint of the Glenwood Condominium Addition to Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 1, 2022 as Plat No. 1441;

that by the authority of the owner of said land described above, said Lots 5 and 6 of Block 6 of the Original Townsite of Jackson are hereby vacated and the boundary between said Lots 5 & 6 and Plat No. 1441 is hereby adjusted and reconfigured as THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land of the The Glenwood Adjustment Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during August 2024;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

This subdivision is connected to the Town of Jackson water distribution system, sewage collection and treatment systems.

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

Under current Town of Jackson regulations, and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed.

The following statement is included on this plat in accordance with Wyoming statute: "The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate."

Elevations shown within this plat are referenced to the NGVD 1929 datum.

No fault line exists on the subject property

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

WATER RIGHTS NOTES

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Glenwood JH, Inc
4011 80th Street
Kenosha, WI 53142

Jorgensen Associates, Inc.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)
Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____th day of _____, 2025;

ATTEST: TOWN OF JACKSON

Riley Havorka, Town Clerk Arne Jorgensen, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Arne Jorgensen, Mayor, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Havorka, Town Clerk, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning director, this __ day of _____, 2025.

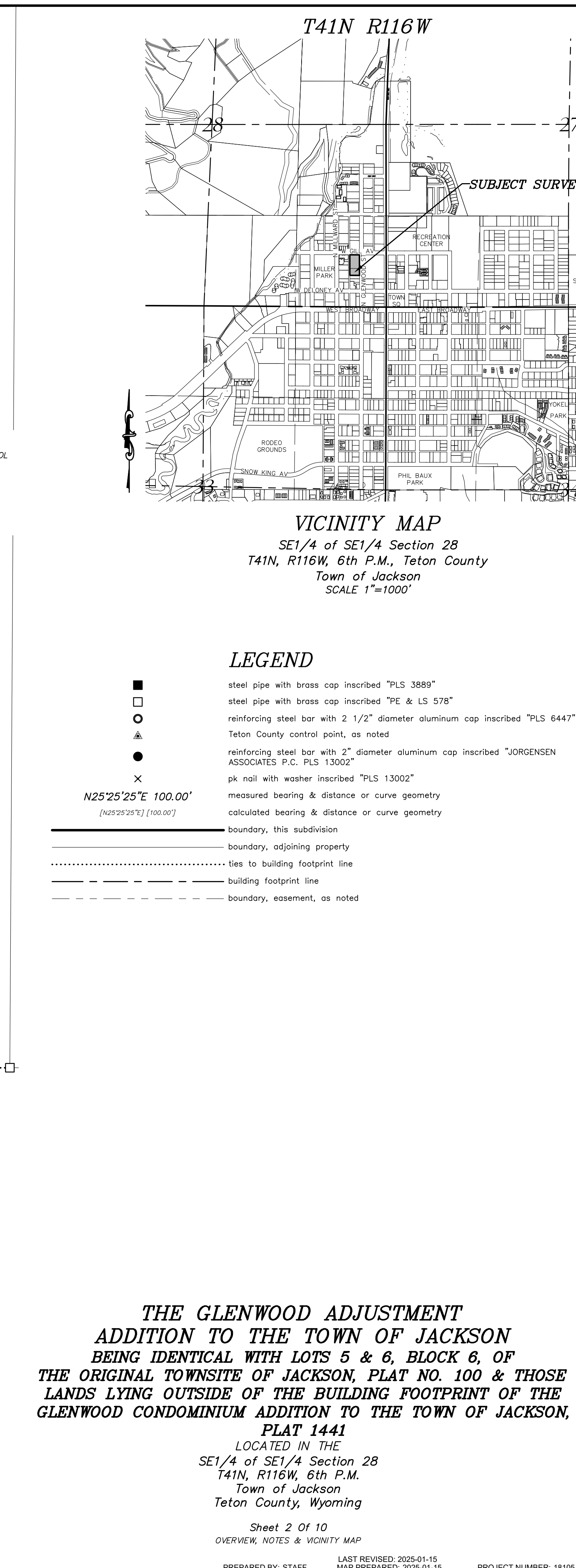
WITNESS my hand and official seal.

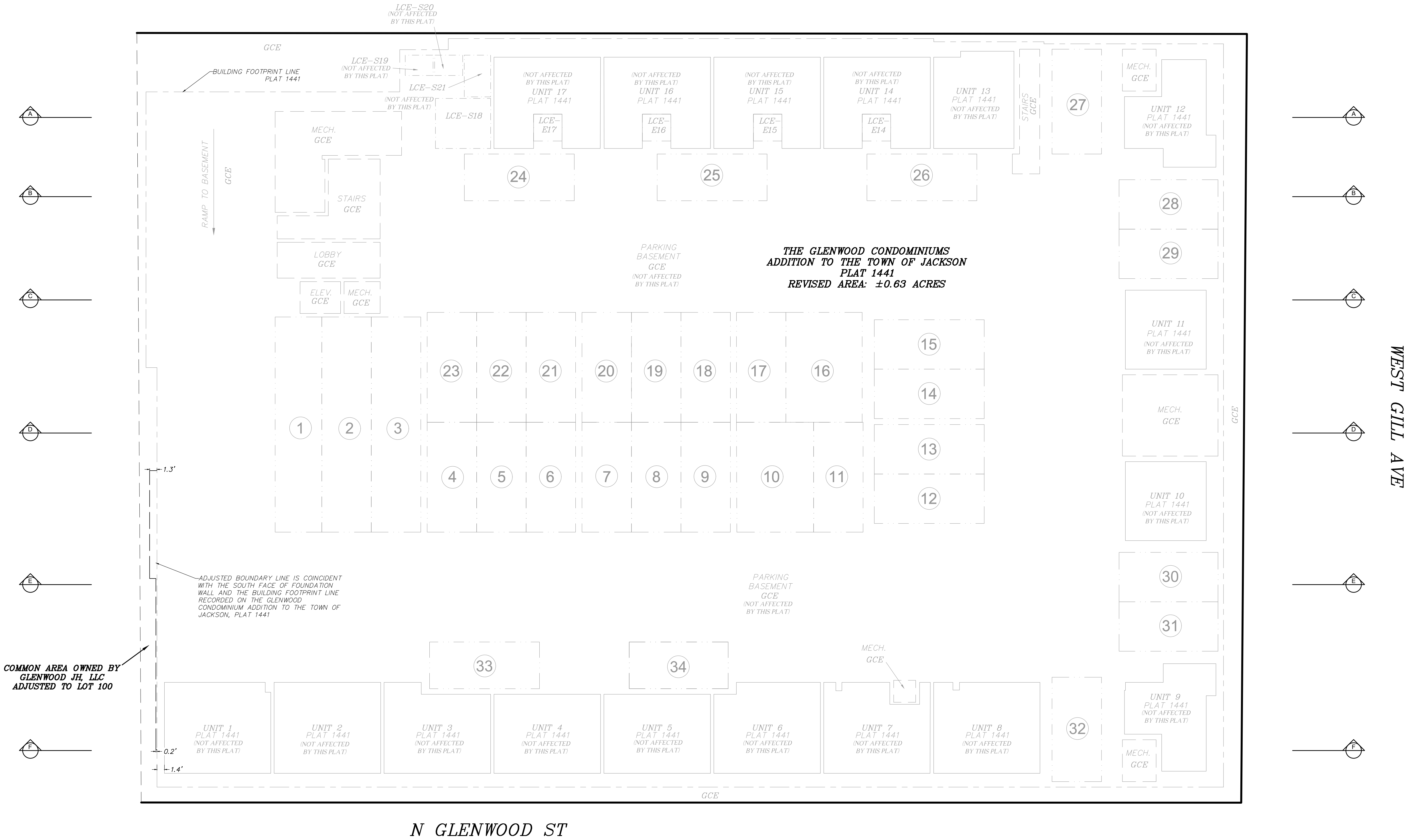
Notary Public
My commission expires:

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming**

Sheet 1 Of 10
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: STAFF
LAST REVISED: 2025-01-15
MAP PREPARED: 2025-01-15
PROJECT NUMBER: 18105



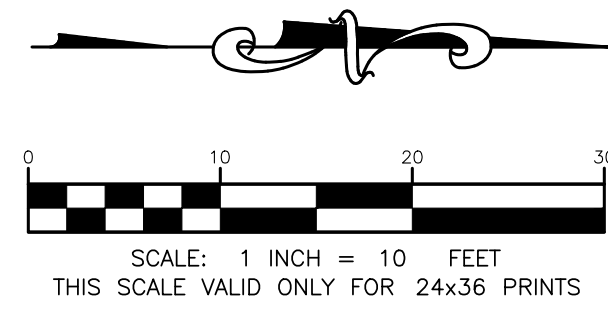


LEGEND

NOTES

- UNIT 1**
- Number of a Condominium Unit, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- Boundary, subject properties, this subdivision.
- Boundary, vacated
- Building footprint line, Plat 1441
- Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
- Represents an interior building ceiling or wall face limit or the building exterior face of siding. Shown for illustrative purposes only.
- Boundary of Limited Common Elements, including patios, elevators and storage spaces, Plat 1441
- GCE**
- General Common Element, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- LCE-P**
- Limited Common Elements - Patio; those Limited Common Elements for the exclusive use of a Unit of this subdivision as a patio or deck, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- LCE-S**
- Limited Common Elements - Storage; those Limited Common Elements for the exclusive use of a Unit of this subdivision for storage purposes, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- LCE-E**
- Limited Common Elements - Elevator; those Limited Common Elements for the exclusive use of a Unit of this subdivision as an elevator, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- (26)**
- Represents the extents of individual parking spaces located in the basement and the associated stall identification number, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441

- SEE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, FOR FULL UNIT, LCE AND GCE DETAILS.
- NO UNIT OR LCE BOUNDARIES, BEING PART OF THE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, ARE AFFECTED BY THIS PLAT.



**BASEMENT LEVEL
PLAN VIEW**

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 3 Of 10

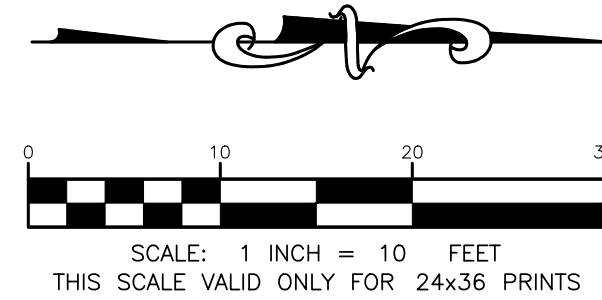


LEGEND

NOTES

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- Limited Common Elements - Storage; those Limited Common Elements for the exclusive use of a Unit of this subdivision for storage purposes, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- Limited Common Elements - Elevator; those Limited Common Elements for the exclusive use of a Unit of this subdivision as an elevator, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
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- SEE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, FOR FULL UNIT, LCE AND GCE DETAILS.
- NO UNIT OR LCE BOUNDARIES, BEING PART OF THE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, ARE AFFECTED BY THIS PLAT.

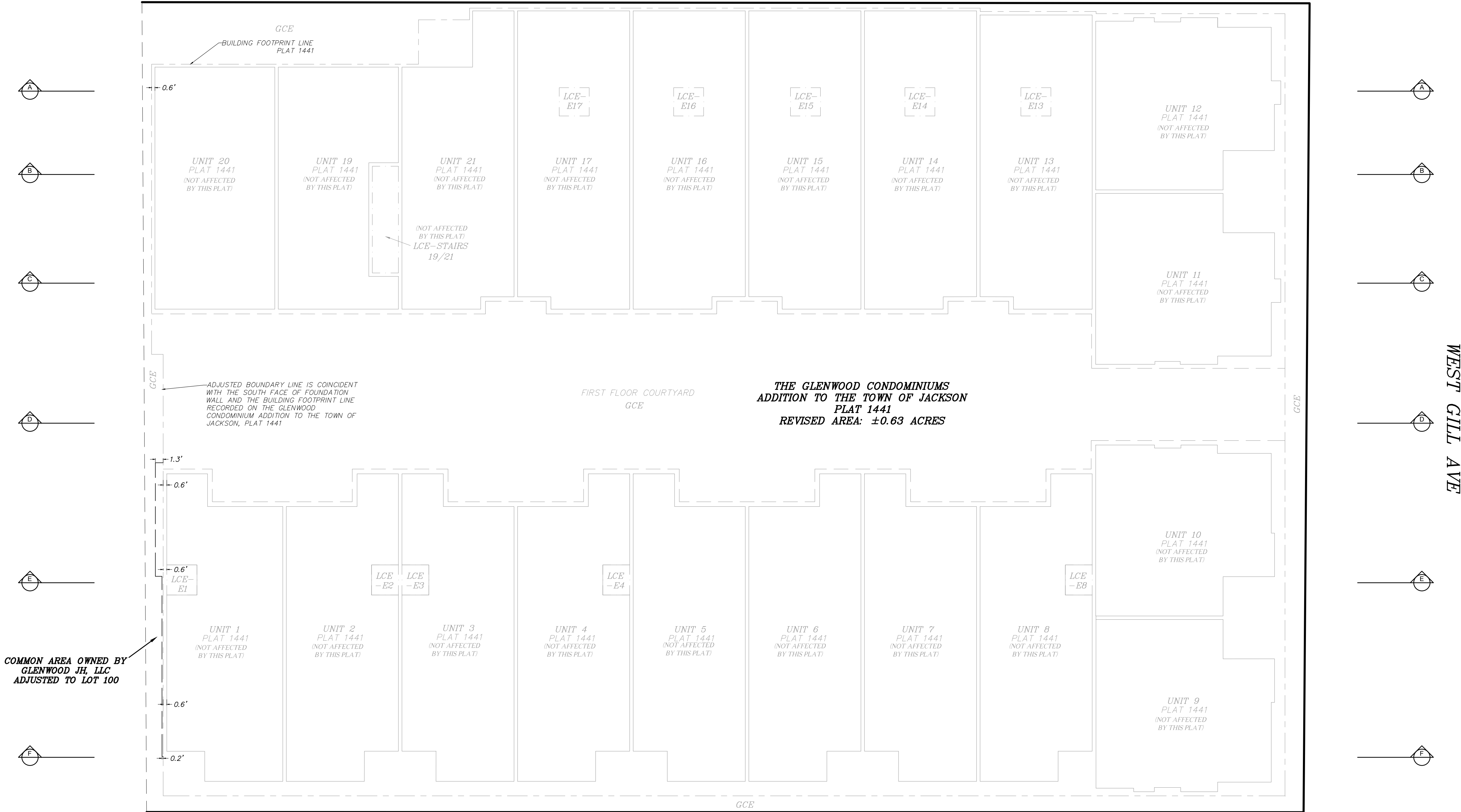


**FIRST FLOOR LEVEL
PLAN VIEW**

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 4 Of 10



N GLENWOOD ST

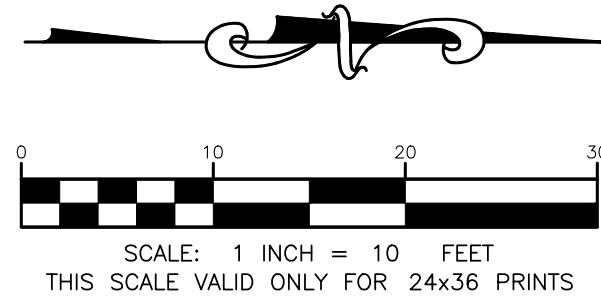
WEST GILL AVE

LEGEND

NOTES

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- LCE-E** Limited Common Elements - Elevator; those Limited Common Elements for the exclusive use of a Unit of this subdivision as an elevator, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
- (26)** Represents the extents of individual parking spaces located in the basement and the associated stall identification number, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441

- SEE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, FOR FULL UNIT, LCE AND GCE DETAILS.
- NO UNIT OR LCE BOUNDARIES, BEING PART OF THE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, ARE AFFECTED BY THIS PLAT.



**SECOND FLOOR LEVEL
PLAN VIEW**

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 5 Of 10



NOTES

- UNIT 1
- Number of a Condominium Unit, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
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- Boundary, vacated
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- Boundary of Limited Common Elements, including patios, elevators and storage spaces, Plat 1441

LCE-P

Limited Common Elements - Patio; those Limited Common Elements for the exclusive use of a Unit of this subdivision as a patio or deck, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441

LCE-S

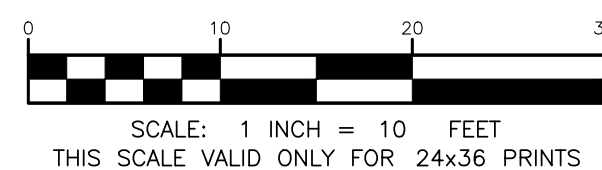
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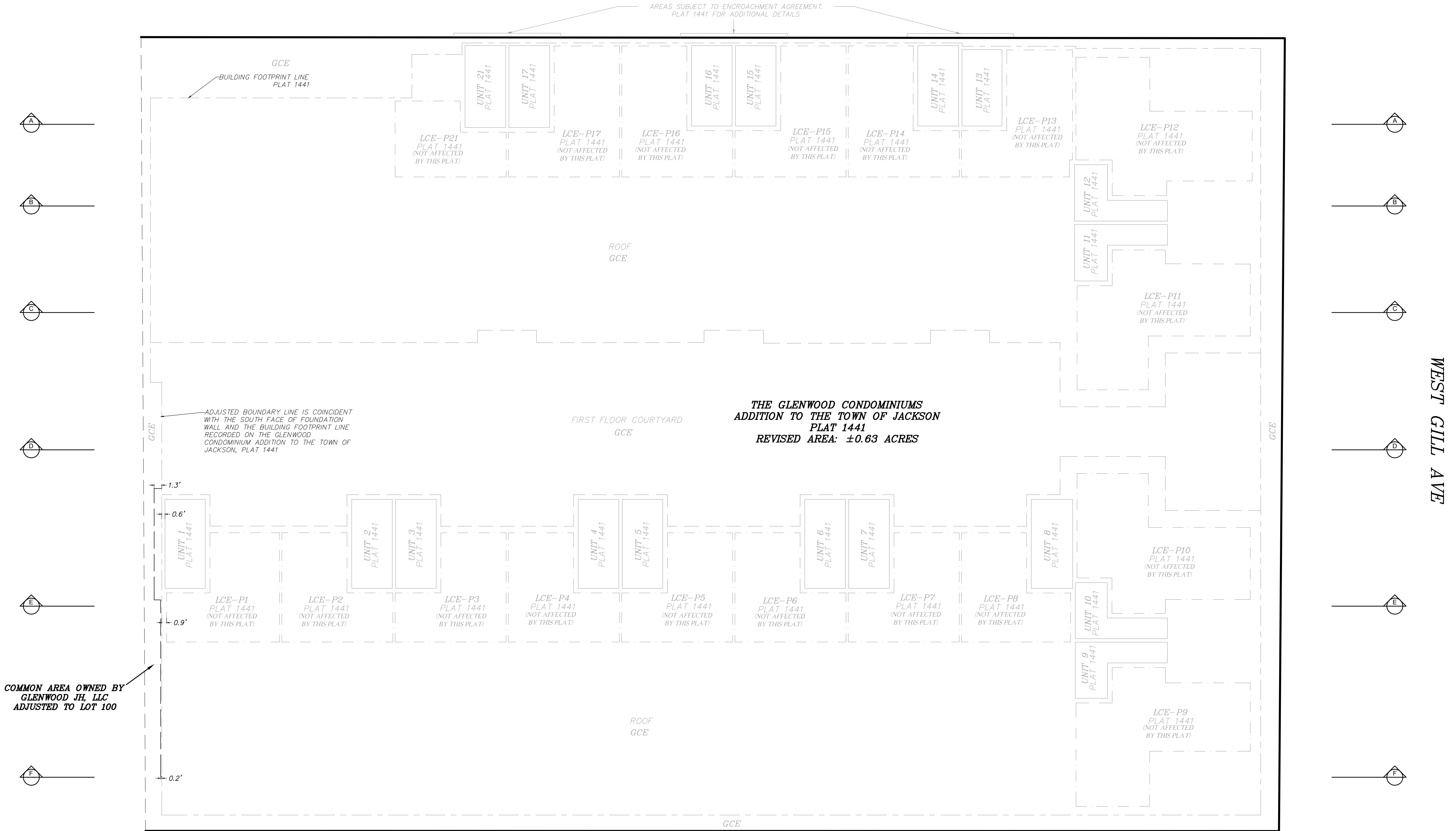
THIRD FLOOR LEVEL
PLAN VIEW

THE GLENWOOD ADJUSTMENT
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PLAT 1441

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 6 Of 10

PREPARED BY: RF LAST REVISED: 2025-01-15 PROJECT NUMBER: 1810
MAP PREPARED: 2025-01-15



WEST GILL AVE

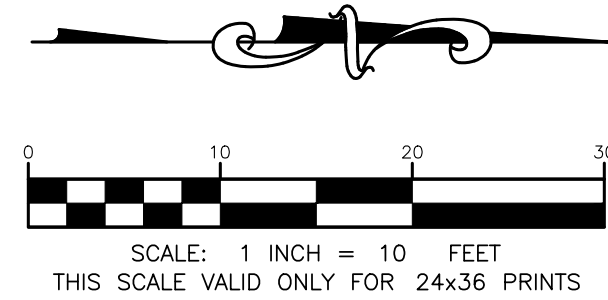
N GLENWOOD ST

LEGEND

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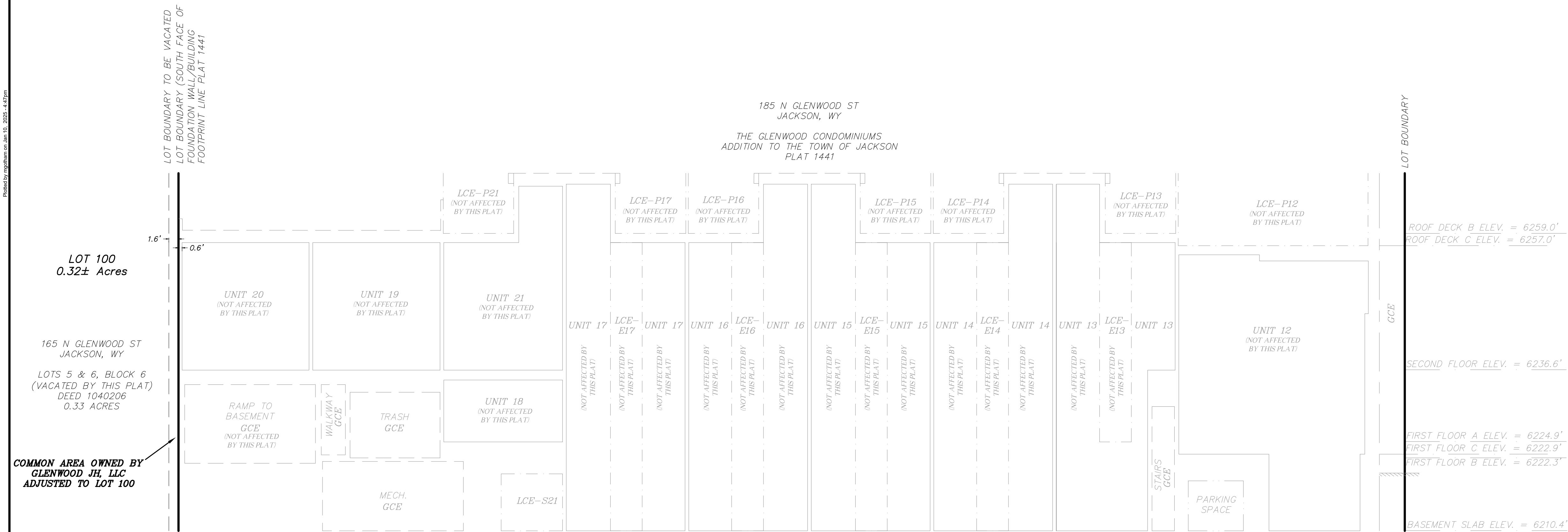


**ROOF LEVEL
PLAN VIEW**

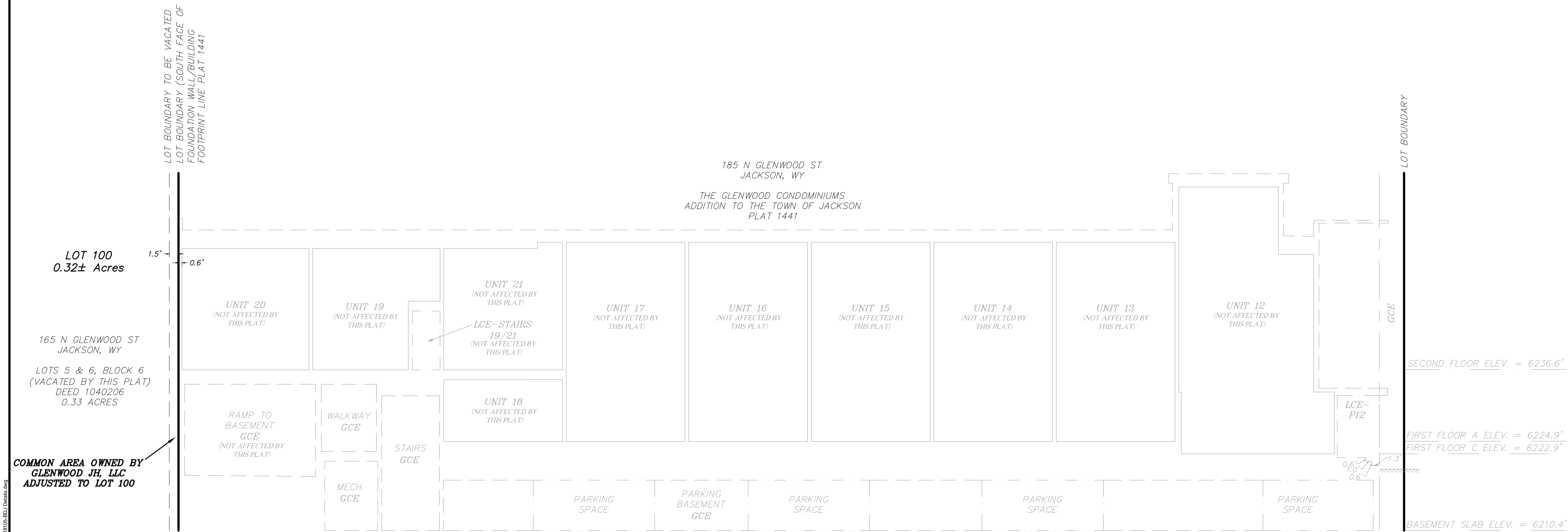
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GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 7 Of 10



SECTION A



SECTION B

LEGEND

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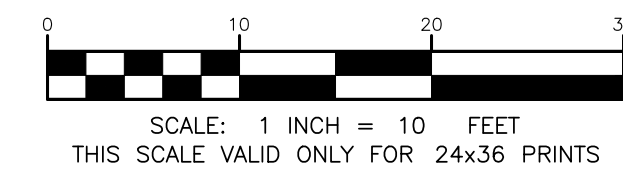
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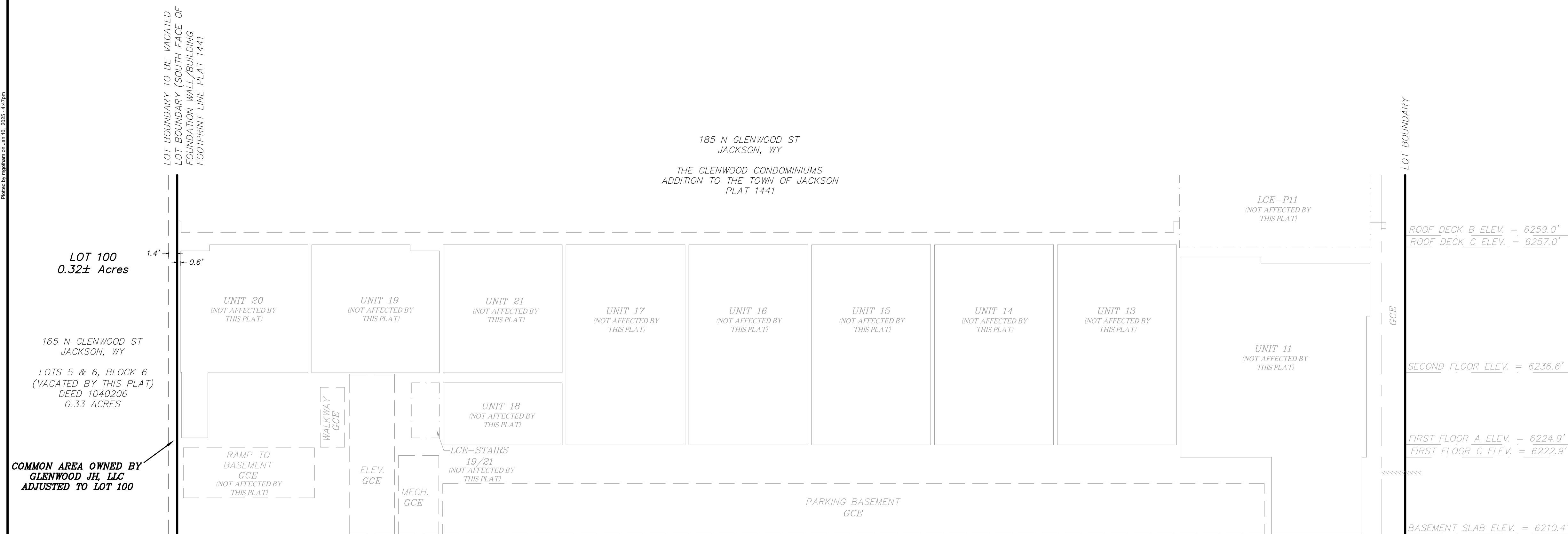


SECTIONS A & B

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
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LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 8 Of 10



SECTION C



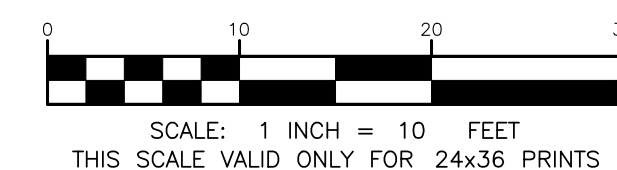
SECTION D

LEGEND

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SECTIONS C & D

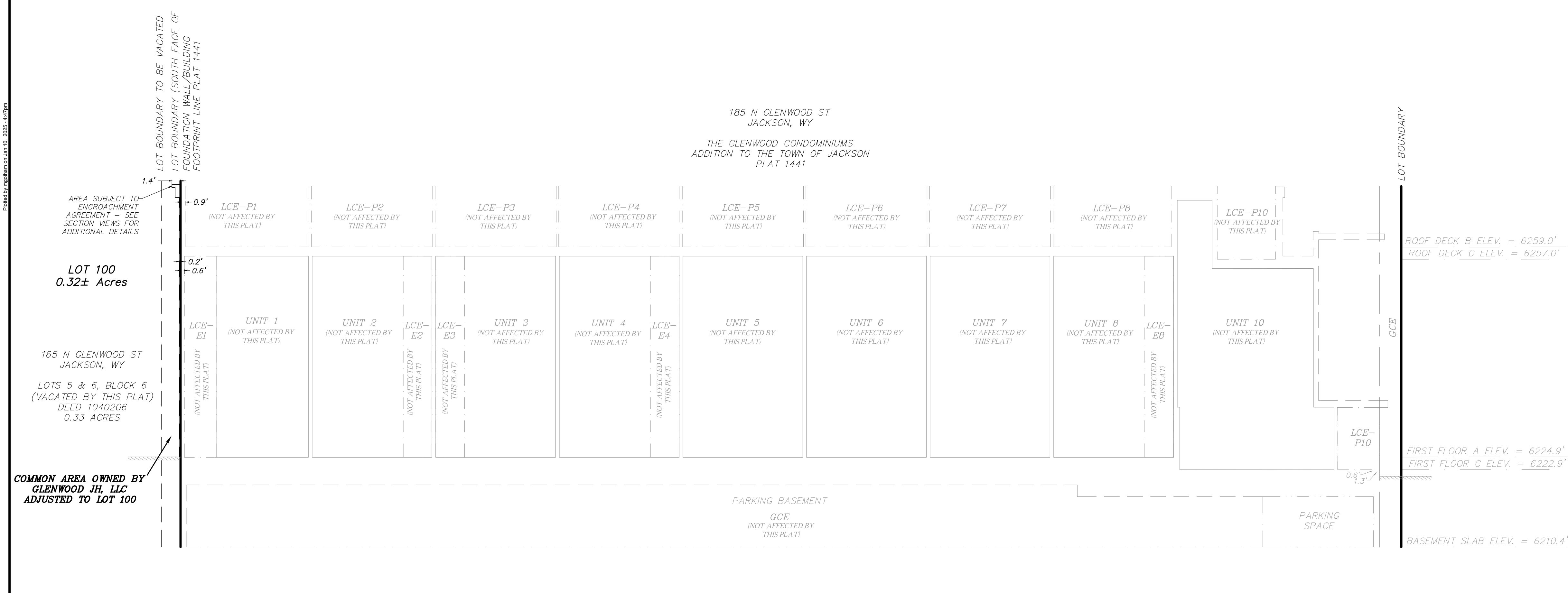
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PLAT 1441

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

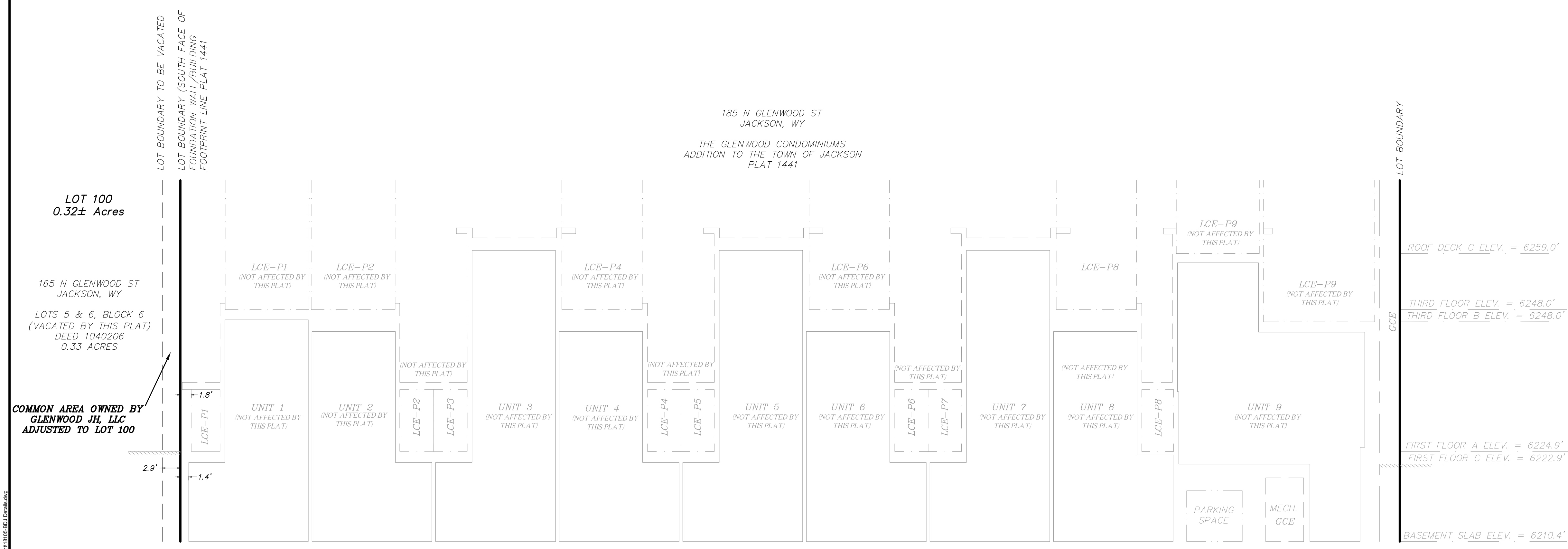
Sheet 9 Of 10

PREPARED BY: RE LAST REVISED: 2025-01-15
MAP PREPARED: 2025-01-15 PROJECT NUMBER: 18105

Plotted by Jorgensen Co. Jan 10, 2025 - 4:07pm
P:\2025\18105 - Glenwood-Survey\Plans - Plans & Boundary Adjustments\18105-501 Details.dwg



SECTION E



SECTION F

LEGEND

UNIT 1

Number of a Condominium Unit, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441

Boundary, subject properties, this subdivision.

Boundary, vacated

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LCE-E

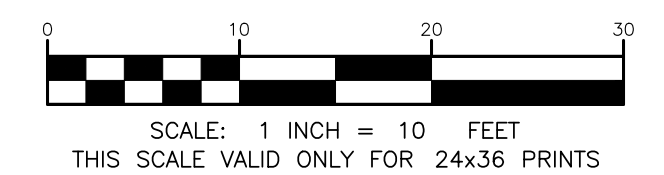
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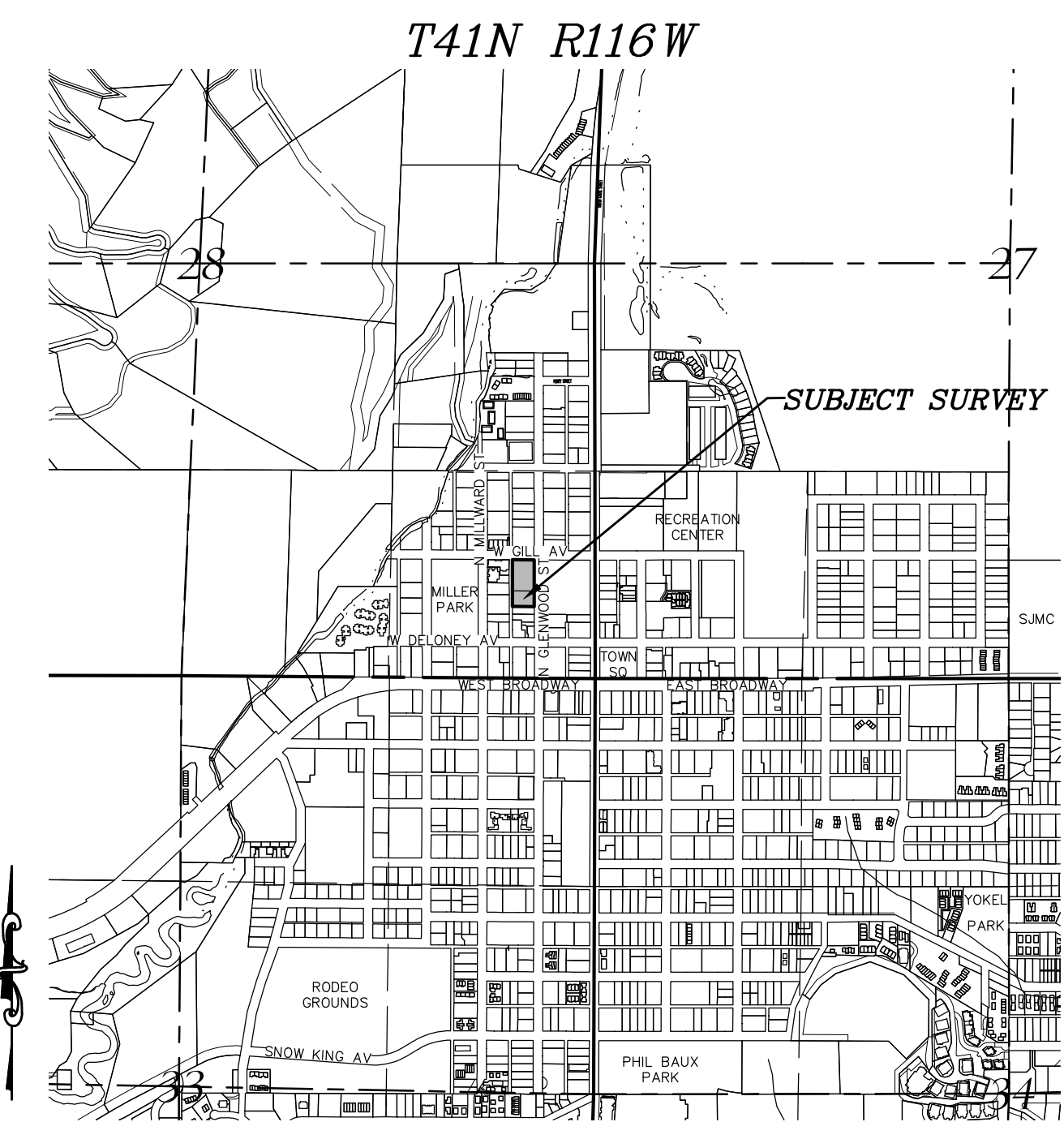
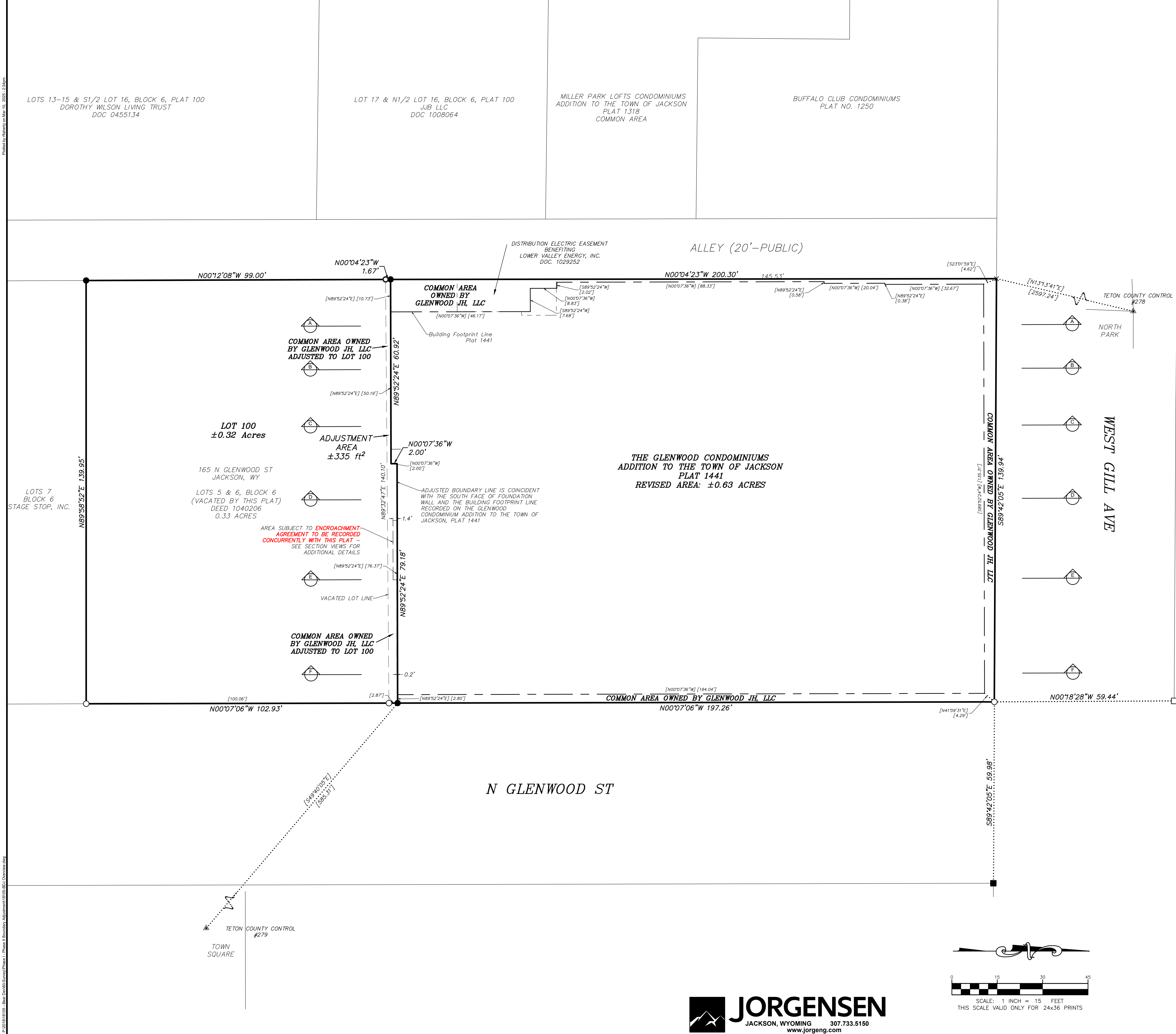


SECTIONS E & F

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
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PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 10 Of 10



VICINITY MAP
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M., Teton County
Town of Jackson
SCALE 1"=1000'

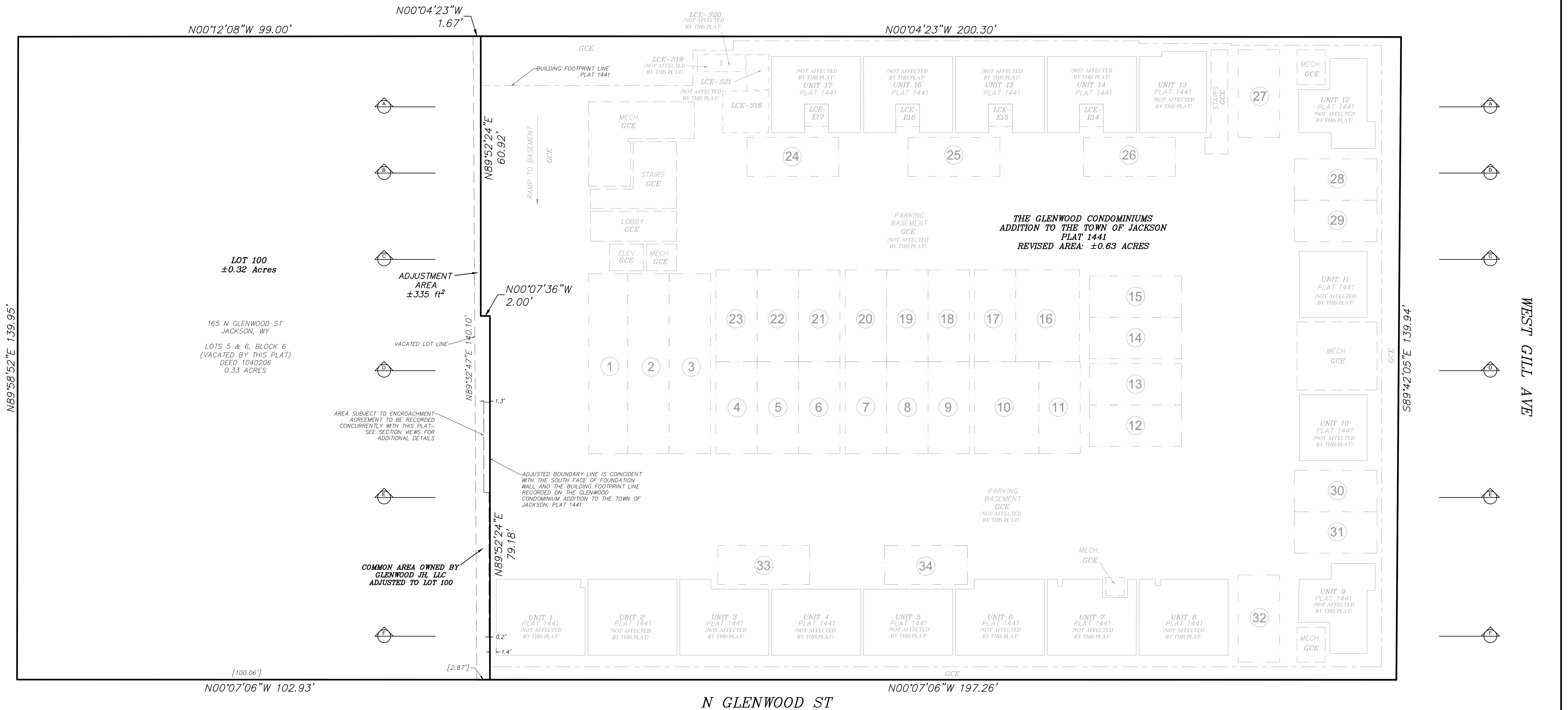
LEGEND

- steel pipe with brass cap inscribed "PLS 3889"
- steel pipe with brass cap inscribed "PE & LS 578"
- reinforcing steel bar with 2 1/2" diameter aluminum cap inscribed "PLS 6447"
- ▲ Teton County control point, as noted
- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13002"
- × pk nail with washer inscribed "PLS 13002"
- reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3831"
- N25°25'25"E 100.00' [N25°25'25"E] [100.00'] measured bearing & distance or curve geometry
- calculated bearing & distance or curve geometry
- boundary, this subdivision
- boundary, adjoining property
- ties to building footprint line
- building footprint line
- boundary, easement, as noted

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON**
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
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GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 2 Of 10
OVERVIEW, NOTES & VICINITY MAP

PREPARED BY: STAFF
LAST REVISED: 2025-03-10
MAP PREPARED: 2025-01-15
PROJECT NUMBER: 18105

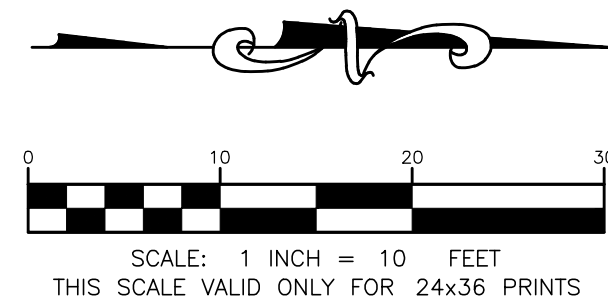


LEGEND

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**BASEMENT LEVEL
PLAN VIEW**

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BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
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PLAT 1441**

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T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 3 Of 10



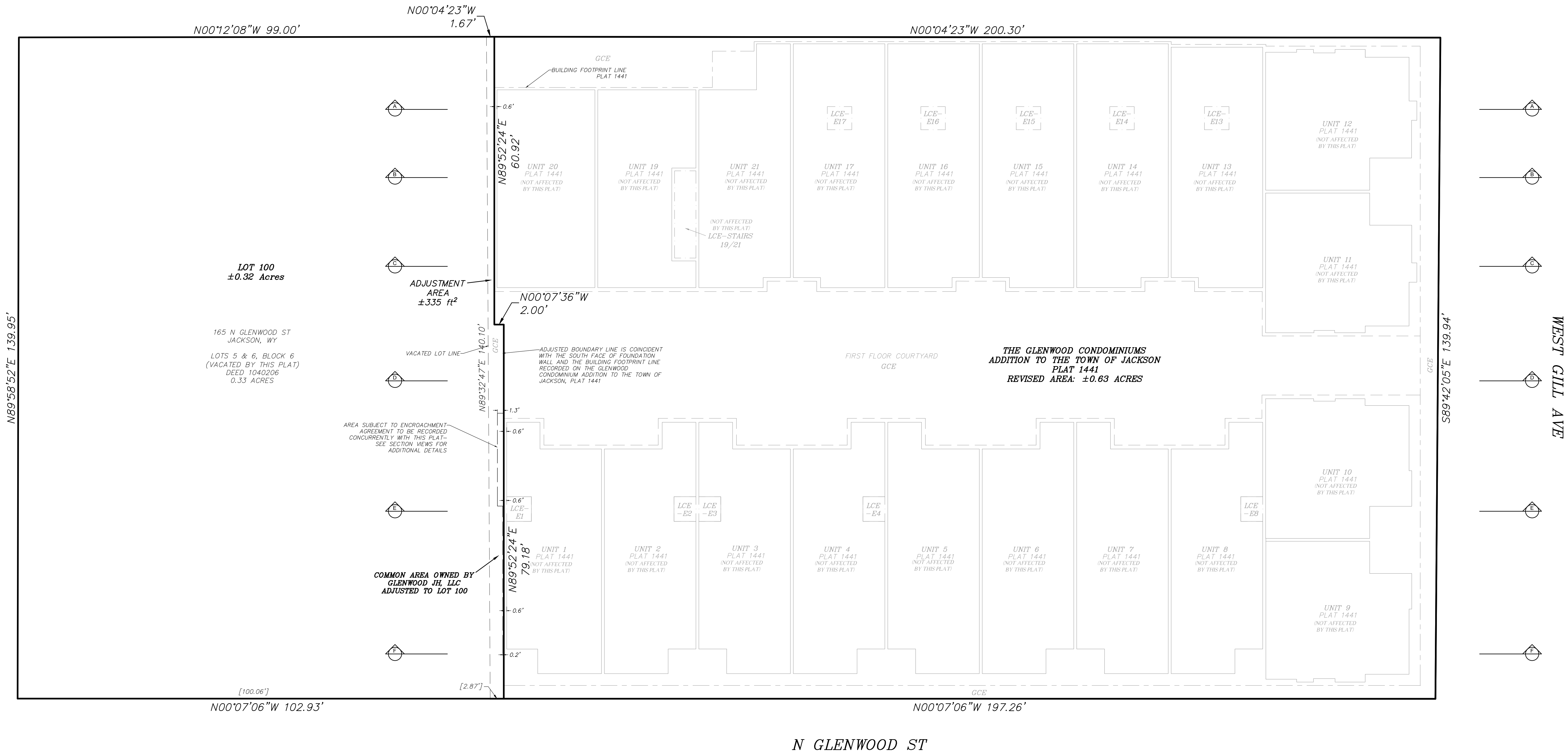
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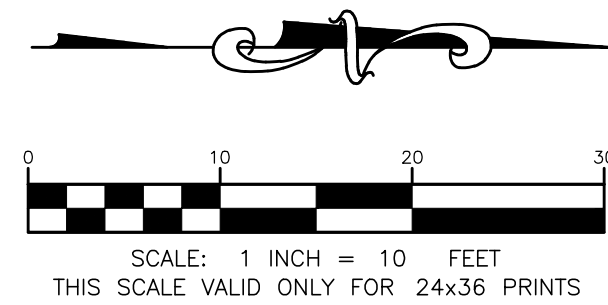
Sheet 4 Of 10

PREPARED BY: RE LAST REVISED: 2025-03-10
MAP PREPARED: 2025-01-15 PROJECT NUMBER: 1810



LEGEND	
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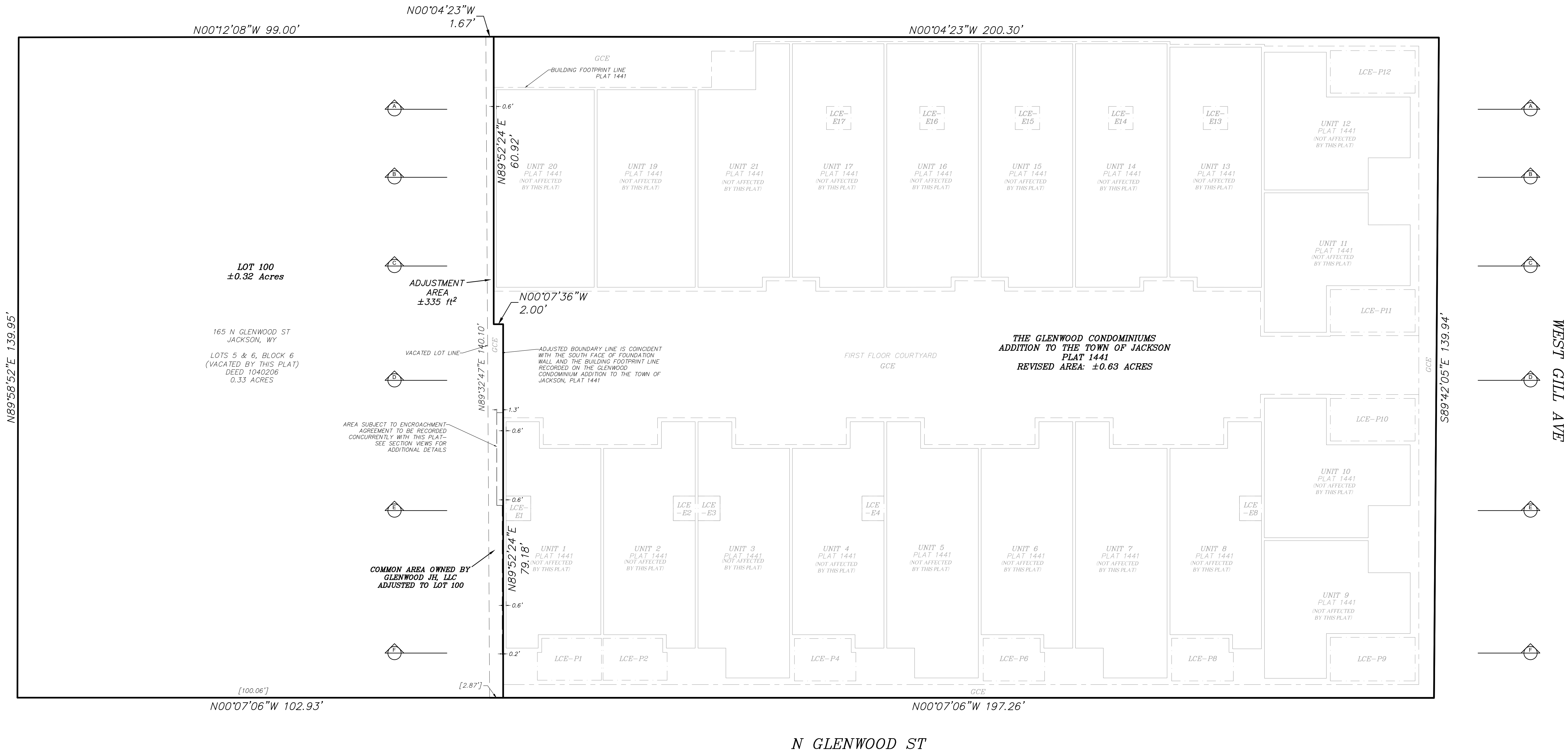
**SECOND FLOOR LEVEL
PLAN VIEW**

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T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 5 Of 10

LAST REVISED: 2025-03-10
PREPARED BY: RF MAP PREPARED: 2025-01-15 PROJECT NUMBER: 18105

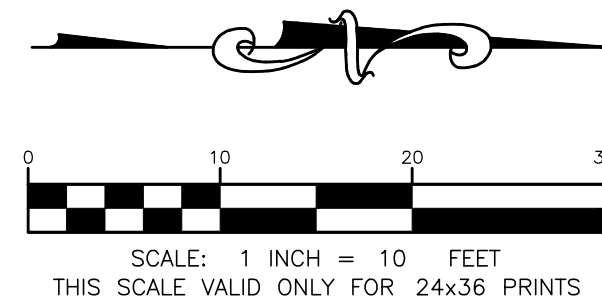


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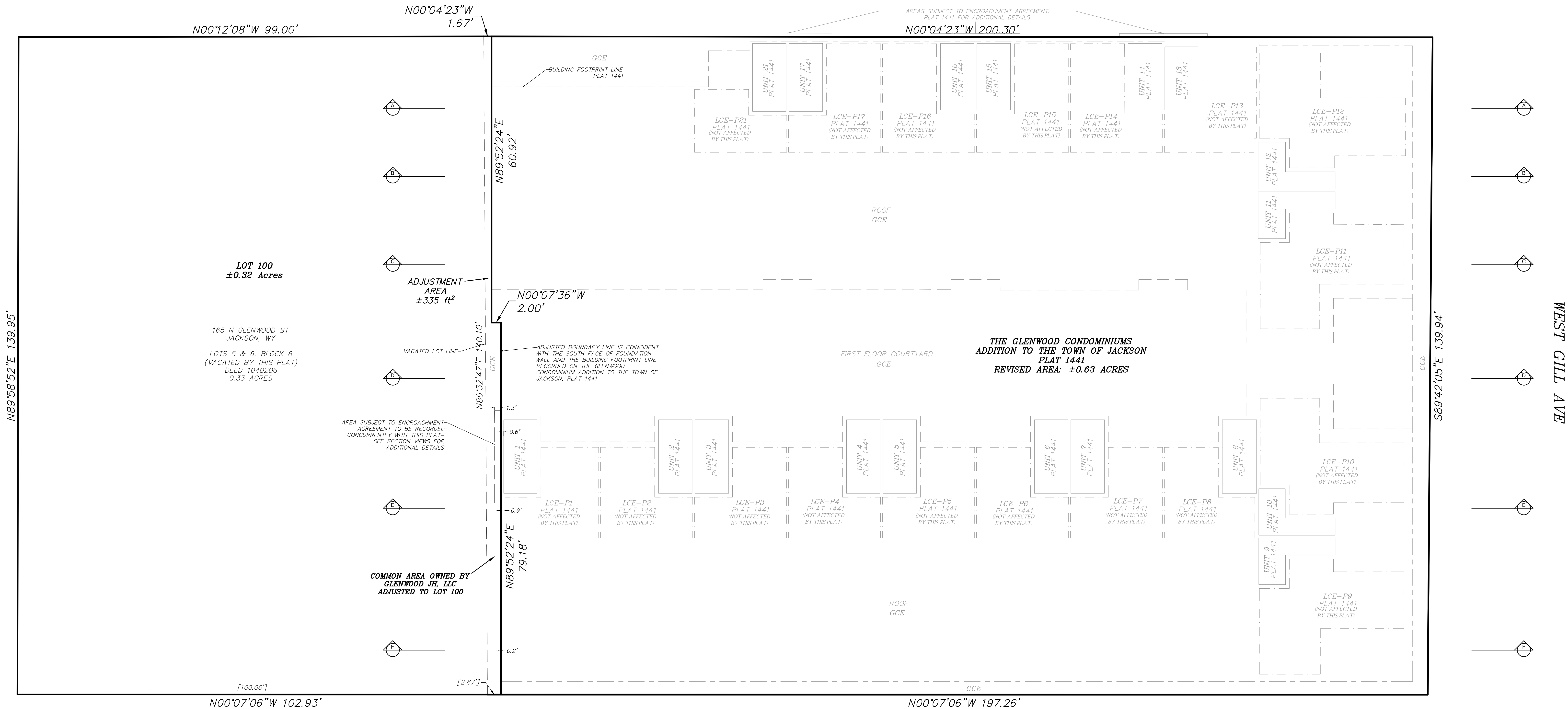


**THIRD FLOOR LEVEL
PLAN VIEW**

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Town of Jackson
Teton County, Wyoming

Sheet 6 Of 10

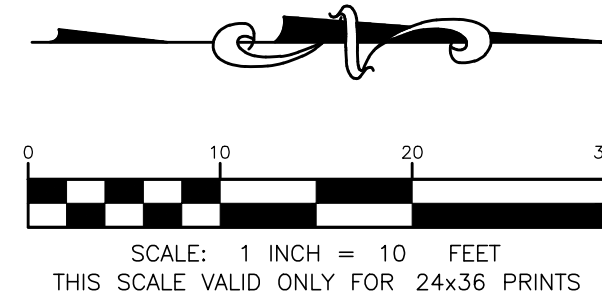


LEGEND

NOTES

UNIT 1	Number of a Condominium Unit, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
---	Boundary, subject properties, this subdivision.
---	Boundary, vacated
---	Building footprint line, Plat 1441
---	Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
---	Represents an interior building ceiling or wall face limit or the building exterior face of siding. Shown for illustrative purposes only.
---	Boundary of Limited Common Elements, including patios, elevators and storage spaces, Plat 1441
GCE	General Common Element, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
LCE-P	Limited Common Elements - Patio; those Limited Common Elements for the exclusive use of a Unit of this subdivision as a patio or deck, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
LCE-S	Limited Common Elements - Storage; those Limited Common Elements for the exclusive use of a Unit of this subdivision for storage purposes, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
LCE-E	Limited Common Elements - Elevator; those Limited Common Elements for the exclusive use of a Unit of this subdivision as an elevator, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
26	Represents the extents of individual parking spaces located in the basement and the associated stall identification number, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441

- SEE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, FOR FULL UNIT, LCE AND GCE DETAILS.
- NO UNIT OR LCE BOUNDARIES, BEING PART OF THE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, ARE AFFECTED BY THIS PLAT.



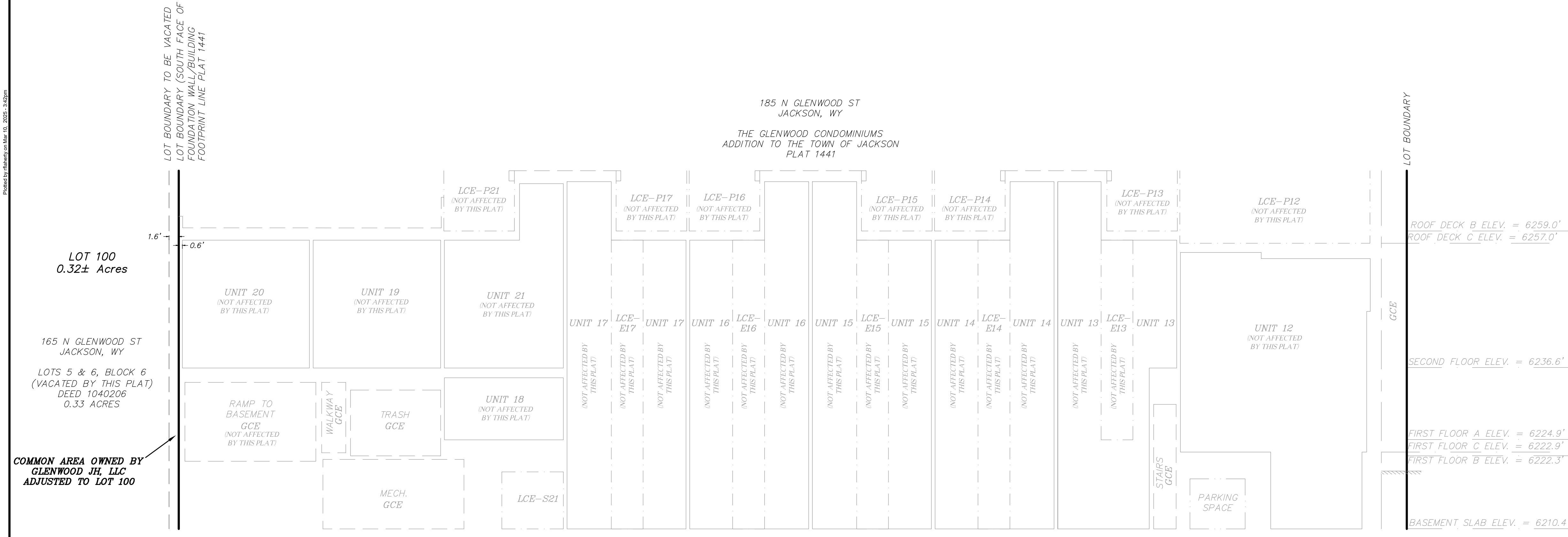
**ROOF LEVEL
PLAN VIEW**

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

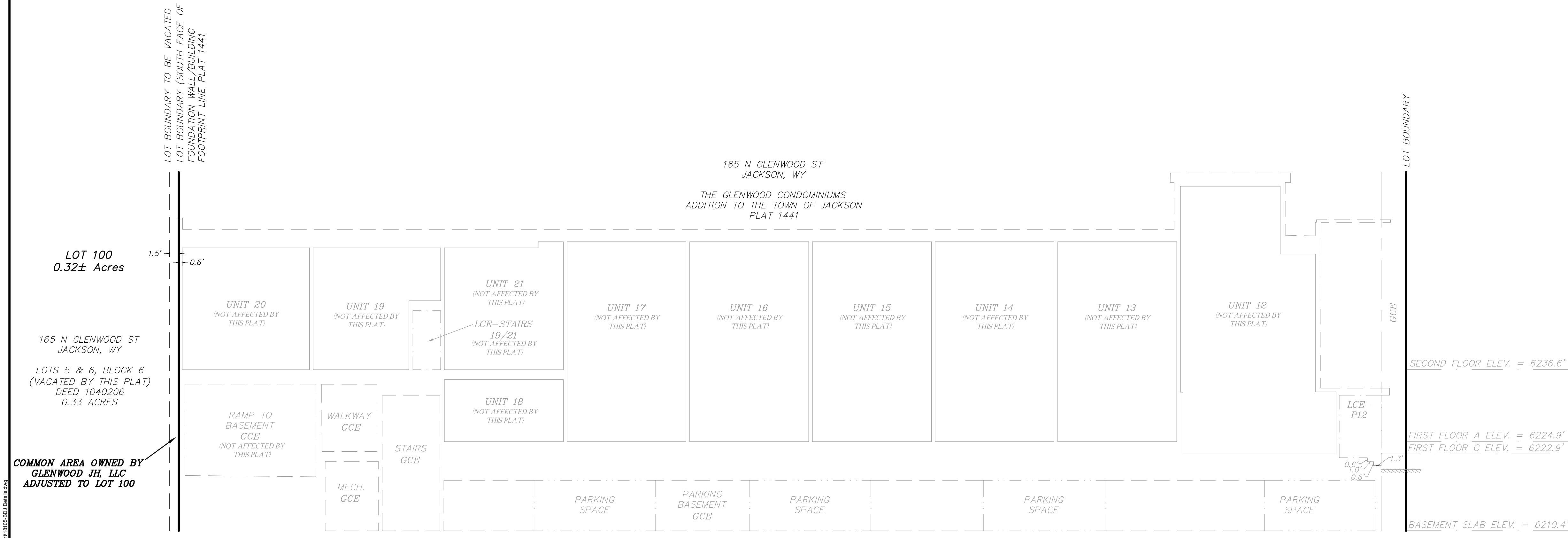
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 7 Of 10

Plotted by Jorgensen on May 10, 2025, 3:42pm
P:\2018\18105 - Glenwood-Survey\Drawings - Plans & Boundary Adjustment\18105-801-Detail.dwg



SECTION A



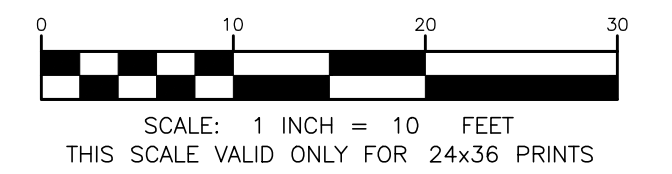
SECTION B

LEGEND

- UNIT 1**
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- GCE**
- LCE-P
- LCE-S
- LCE-E
- (26)
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NOTES

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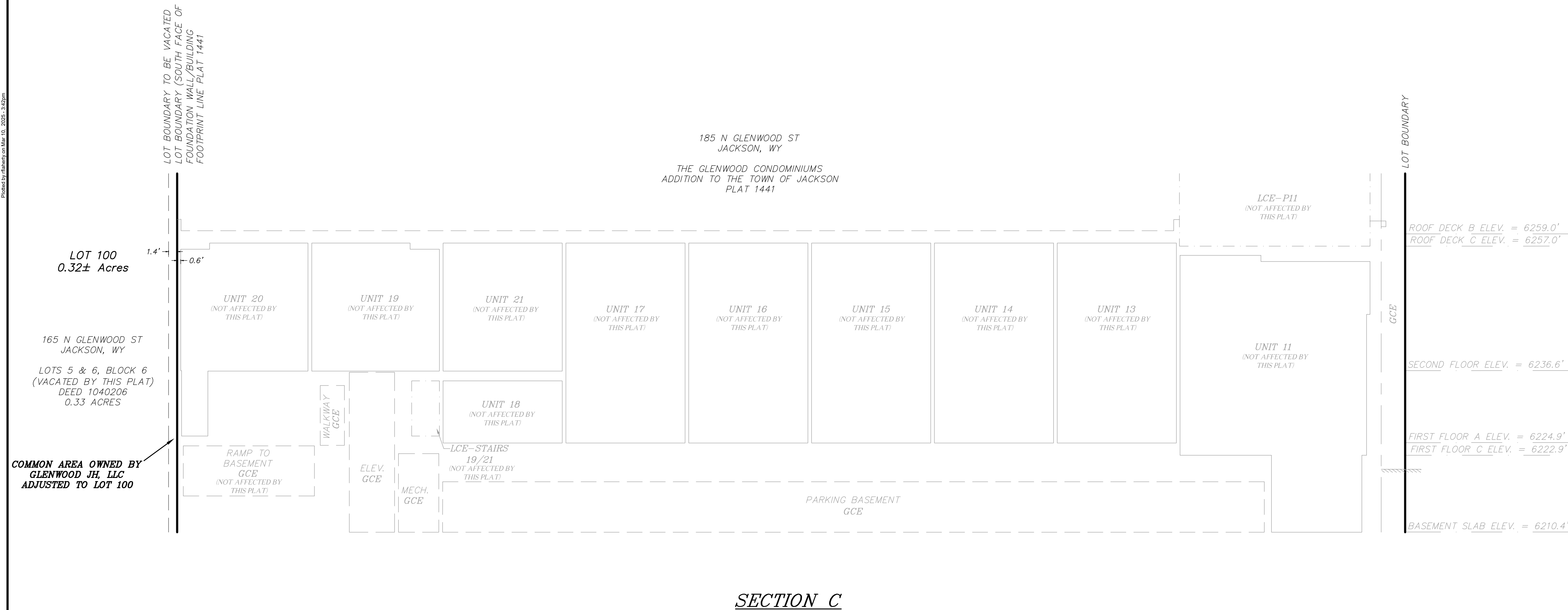
SECTIONS A & B

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 8 Of 10

Plotted by Jorgensen on Mar 10, 2025, 3:42pm
P:\2015\18105 - Glenwood-Survey\Drawings - Plans & Boundary Adjustment\18105-SD-01-Detail.dwg

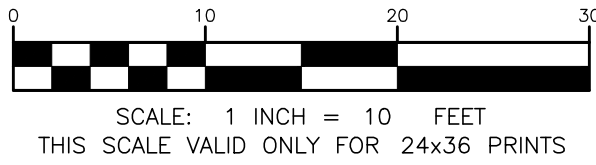


LEGEND

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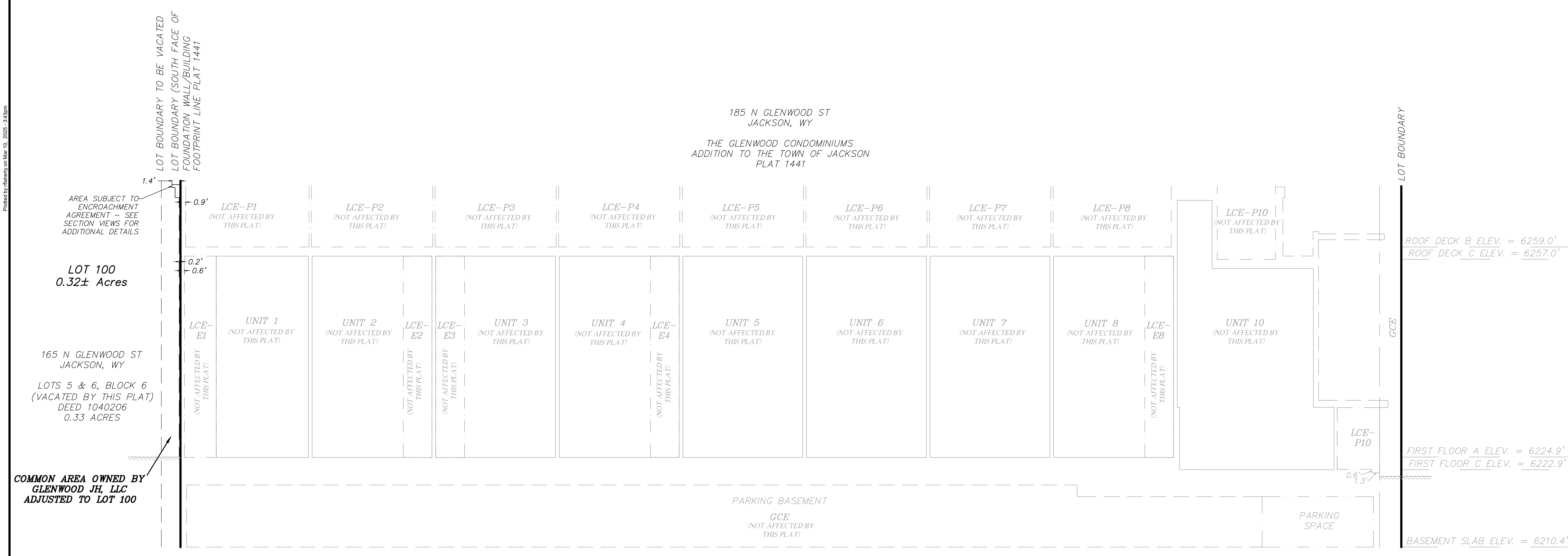
SECTIONS C & D

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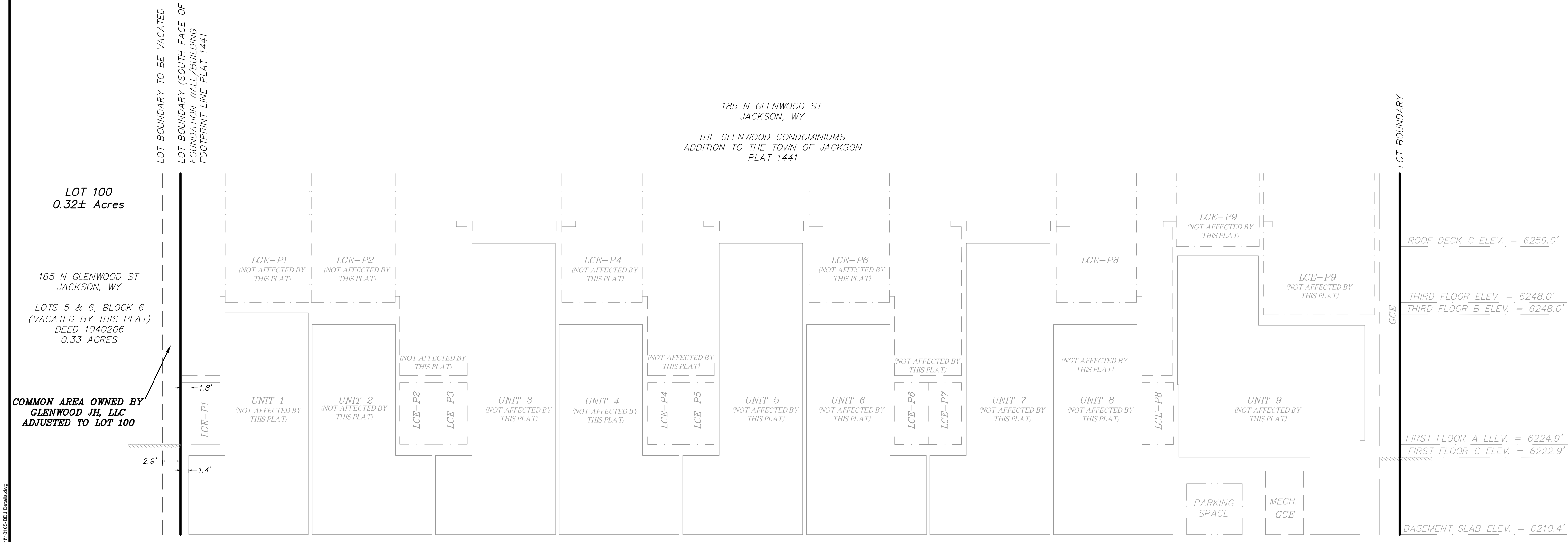
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 9 Of 10

Prepared by Jorgensen on May 10, 2025, 3:45pm
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SECTION E



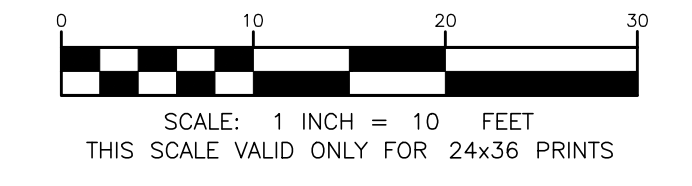
SECTION F

LEGEND

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- LCE-P
- LCE-S
- LCE-E
- 26

NOTES

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SECTIONS E & F

THE GLENWOOD ADJUSTMENT
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GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 10 Of 10

Printed by Jorgensen on Mar 20, 2025 at 12:29pm
J:\Projects\Glenwood\GlenwoodAdjustment\18105-01\Boundary Adjustment\18105-01-Certification.dwg
User: Jorgensen, J. Date: 3/20/2025 Time: 12:29:00 PM Plot Size: 11.00 x 17.00 Scale: 1.0000

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of Glenwood JH, Inc., a Wyoming corporation, owner and proprietor of the lands of this plat, Lots 5 and 6 of Block 6 of the Original Townsite of Jackson according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100, and all those lands lying outside of the building footprint of the Glenwood Condominium Addition to Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 1, 2022 as Plat No. 1441, and further defined and described in Amended and Restated Declaration of Condominium recorded August 16, 2022 as Document 1044631, Amended and Restated Supplemental Declaration No. 1 of Condominium recorded August 16, 2022 as Document 1044632, and Supplemental Declaration No. 2 of Condominium recorded September 20, 2024 as Document No. 1090143, and any further supplements or amendments thereto, less and except Unit airspaces, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, a subdivision identical with Lots 5 and 6 of Block 6 of the Original Townsite of Jackson and said lands of the Glenwood Condominium Addition, Plat No. 1441, lying outside of the building footprint shown on said Plat No. 1441;

that said Lots 5 and 6 of Block 6 of the Original Townsite of Jackson are hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes, and the boundary between said Lots 5 & 6 and said lands outside of the building footprint of Plat No. 1441 is hereby adjusted, and that in accordance with said Section 34–12–110 said Clerk is respectfully requested to write "VACATED" across said Lots 5 and 6 on Plat No. 100 and also across the south boundary of Plat No. 1441;

that the individual air space units shown on said Plat No. 1441 are not a part of, and not affected by, this plat;

that the foregoing subdivision is subject to the following planning approvals: Development Plan (P19–248), Development Option Plan (P20–172), Development Option Plan (P21–025), Condominium Subdivision (P21–240), Development Option Plan (P21–264) & Development Option Plan (P23–109);

that, in accordance with said Plat No. 1441, access to sewer and water facilities, including pipelines, manholes, meters, and valves, and access to lighting facilities including shutoffs, conduits, meters, and controls is granted to the Town of Jackson;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that, in accordance with said Plat No. 1441, an access easement across the driveways located within this subdivision is granted to emergency vehicles included ambulances, fire fighting vehicles, and police vehicles;

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office (from Wyoming Title & Escrow Title Insurance Company Condition of Title Guarantee Report No. W–31150 (General Common Element, Plat 1441) and W–30639 (Lot 5 & 6, Block 6, Plat 100));

All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100;

An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded December 3, 2021, as (instrument) 1029252, Official Records;

Terms and Conditions of Encroachment Agreement, by and between Glenwood JH, Inc., and the Town of Jackson, recorded April 26, 2022, as (instrument) 1037067, Official Records;

All matters as delineated on the Official Plat of The Glenwood Condominium Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1441;

Terms and Conditions of Special Restrictions for Workforce Ownership Housing, recorded July 1, 2022, as (instrument) 1041748 , Official Records;

Terms, provisions, covenants, conditions, restrictions and easements, provided in the Amended and Restated Declaration of Condominium for the Glenwood Condominium Addition to the Town of Jackson, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded August 16, 2022, as (instrument) 1044631, Official Records;

Amended and Restated Supplemental Declaration No. 1 of Condominium for Glenwood Condominium Addition to the Town of Jackson (Assigning Parking and Storage Limited Common Elements), recorded August 16, 2022, as (instrument) 1044632 Official Records;

Parking Relocation Agreement, recorded June 14, 2023, as (instrument) 1061510; Parking Relocation Agreement recorded September 20, 2024 as (instrument) 1090144, and Parking Relocation Agreement recorded December 20, 2024 as (instrument) 1095292 Official Records;

Supplemental Declaration No. 2 of Condominium for the Glenwood Condominium Addition to the Town of Jackson (in Relation to Parking and Annexing Additional Property), recorded September 20, 2024, as (instrument) 1090143 Official Records;

Terms, conditions, and provisions of Lighting Agreement, by an between Glenwood JH, Inc., and the Town of Jackson, recorded October 31, 2022, as (instrument) 1049043, Official Records;

Notice of Location of Underground Public Utility Facilities, recorded June 29, 1978 in Book 72 of Photo, page 304, Official Records;

An easement over said land for electric distribution circuits and incidental purposes as granted to Lower Valley Power and Light, Inc., predecessor to Lower Valley Energy, Inc., recorded February 12, 1991 in Book 234 of Photo, page 324, Official Records;

All matters as delineated on that Map of Survey No. T–26C, recorded on February 25, 2008 in Book 2 of Maps, page 233, Official Records;

Terms and conditions of Parking Relocation Agreement, recorded June 14, 2023 as document 1061510, Official Records;

that the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is via adjacent N. Glenwood Street and the north–south public alley between W. Gill Avenue and W. Deloney Avenue, as shown hereon;

that this subdivision is subject to all easements, rights–of–way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that all rights under and by virtue of the homestead exemption laws of this state are hereby released and waived;

Glenwood JH, Inc., a Wyoming corporation

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF MORTGAGEE

The following entities hold mortgages on the subject property:

Bank of Jackson Hole, a division of NBH Bank, mortgages recorded as documents #0998314 and #1040209;

Roseville Ventures II, LLC, mortgages recorded as documents #0998316 and #1040222.

Consent of Mortgagee, Bank of Jackson Hole, a division of NBH Bank, by separate affidavit recorded concurrently with this plat.

Consent of Mortgagee, Roseville Ventures II, LLC, by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

that the lands of this subdivision are identical with Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 100 and all those lands lying outside of the building footprint of the Glenwood Condominium Addition to Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 1, 2022 as Plat No. 1441;

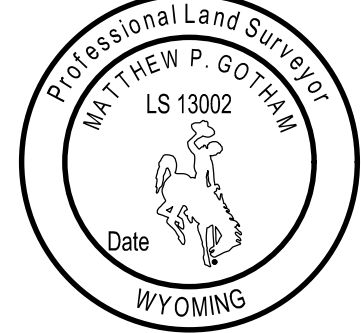
that said lands contain 0.95 acres more or less;

that by the authority of the owner of said land described above, said Lots 5 and 6 of Block 6 of the Original Townsite of Jackson are hereby vacated and the boundary between said Lots 5 & 6 and Plat No. 1441 is hereby adjusted and reconfigured as THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land of the The Glenwood Adjustment Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during August 2024;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham, Professional Land Surveyor, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

This subdivision is connected to the Town of Jackson water distribution system, sewage collection and treatment systems.

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

This subdivision shall not be subject to further division except in accordance with the Town of Jackson regulations.

The following statement is included on this plat in accordance with Wyoming statute: "The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate."

Elevations shown within this plat are referenced to the NGVD 1929 datum.

No fault line exists on the subject property

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

WATER RIGHTS NOTES

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Glenwood JH, Inc.
4011 80th Street
Kenosha, WI 53142

Jorgensen Associates, Inc.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)
Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____th day of _____, 2025;

ATTEST: TOWN OF JACKSON

Riley Havorka, Town Clerk
Arne Jorgensen, Mayor

Brian T. Lenz, Town Engineer
Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Arne Jorgensen, Mayor, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Havorka, Town Clerk, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

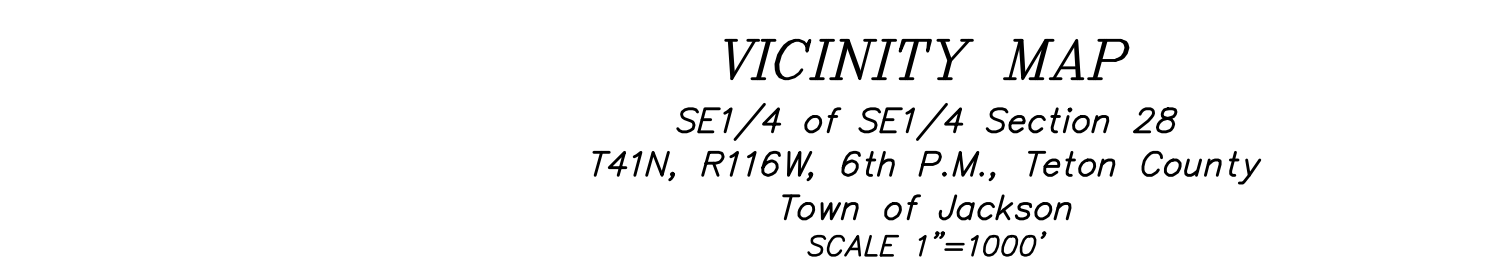
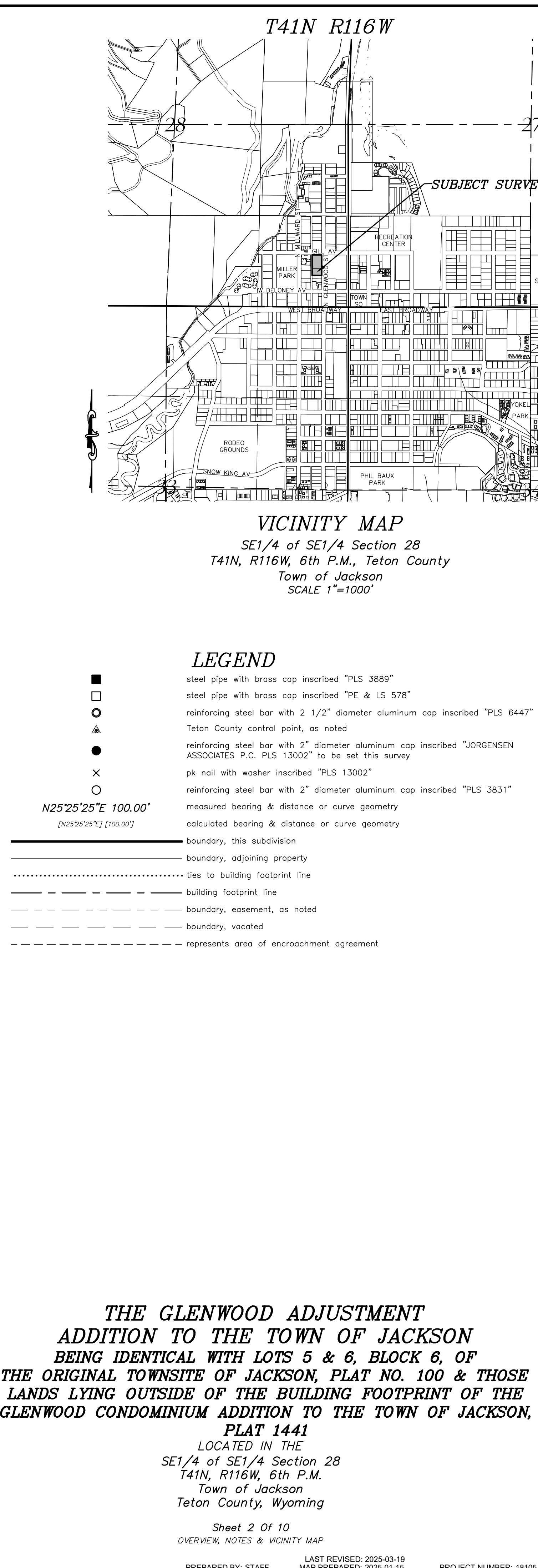
The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning director, this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:



THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming



	steel pipe with brass cap inscribed "PLS 3889"
	steel pipe with brass cap inscribed "PE & LS 578"
	reinforcing steel bar with 2 1/2" diameter aluminum cap inscribed "PLS 6447"
	Teton County control point, as noted
	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13002" to be set this survey
	pk nail with washer inscribed "PLS 13002"
	reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3831"
<i>N25°25'25"E 100.00'</i>	measured bearing & distance or curve geometry
<i>[(N25°25'25"E) (100.00')]</i>	calculated bearing & distance or curve geometry
	boundary, this subdivision
	boundary, adjoining property
	ties to building footprint line
	building footprint line
	boundary, easement, as noted
	boundary, vacated
	represents area of encroachment agreement

**THE GLENWOOD ADJUSTMENT
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LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming**

Sheet 2 Of 10

OVERVIEW, NOTES & VICINITY MAP

PREPARED BY: STAFF

LAST REVISED: 2025-03-19

NO. DRAWS: 2025-03-15

PROJECT NUMBER: 18105

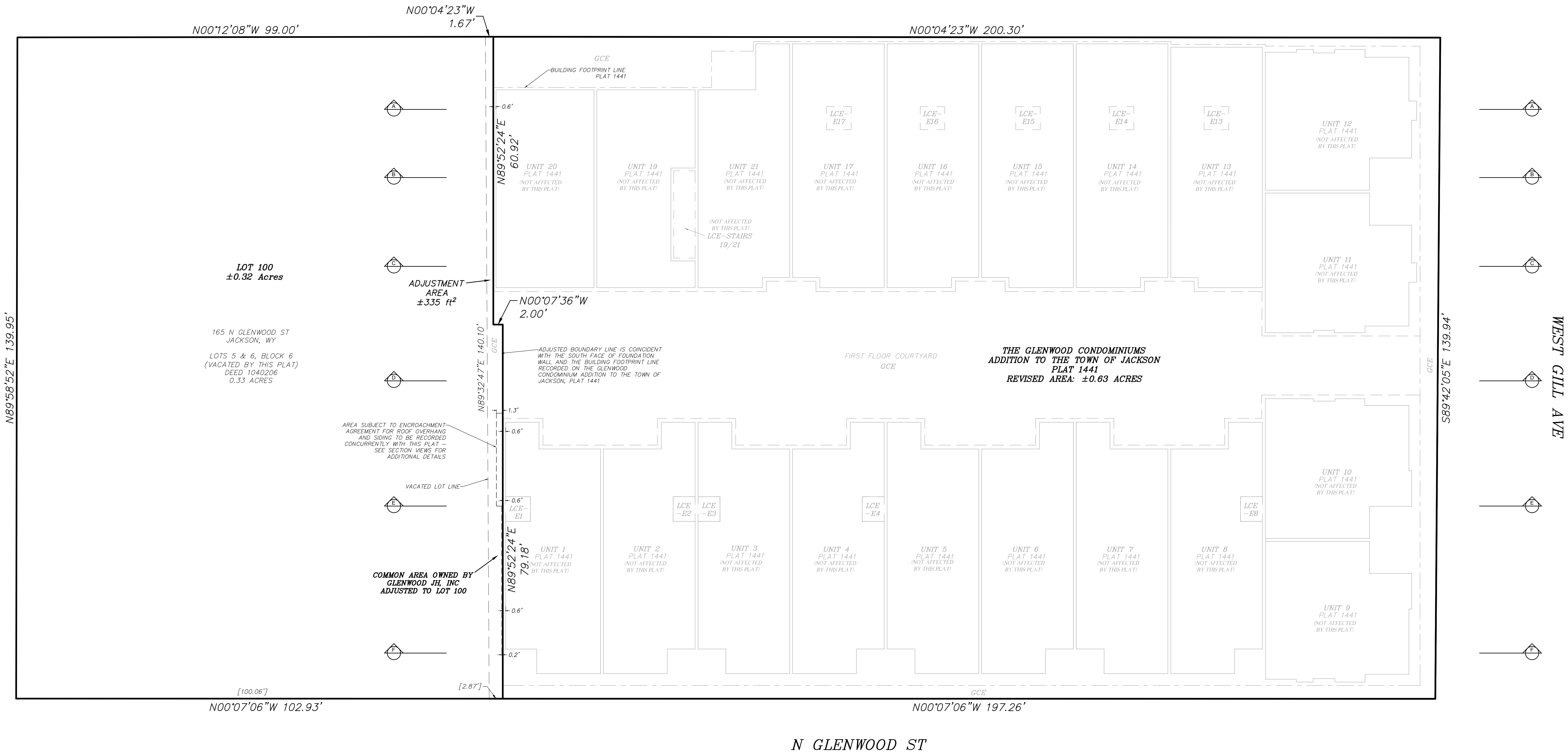


BASEMENT LEVEL
PLAN VIEW

Sheet 3 Of 10

PREPARED BY: RE LAST REVISED: 2025-03-19 PROJECT NUMBER: 18105
MAP PREPARED: 2025-01-15

Plotted by Jorgensen on May 28, 2025 - 1:16pm
\\jorgensen\shared\2025\18105 - Bear Denote Survey\Plots - 1\Plots\1\Boundary Adjustment\18105-02 Details.dwg

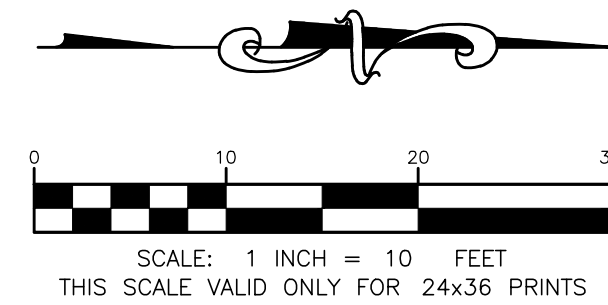


LEGEND

NOTES

UNIT 1	Number of a Condominium Unit, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
---	Boundary, subject properties, this subdivision.
---	Boundary, vacated
---	Building footprint line, Plat 1441
---	Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
---	Represents the area subject to encroachment agreement
---	Represents an interior building ceiling or wall face limit or the building exterior face of siding. Shown for illustrative purposes only.
---	Boundary of Limited Common Elements, including patios, elevators and storage spaces, Plat 1441
GCE	General Common Element, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
LCE-P	Limited Common Elements - Patio; those Limited Common Elements for the exclusive use of a Unit of this subdivision as a patio or deck, being part of the Glenwood Condominium Addition to the Town of Jackson, Plat 1441
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- SEE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, FOR FULL UNIT, LCE AND GCE DETAILS.
- NO UNIT OR LCE BOUNDARIES, BEING PART OF THE THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, PLAT 1441, ARE AFFECTED BY THIS PLAT.



SECOND FLOOR LEVEL PLAN VIEW

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
LANDS LYING OUTSIDE OF THE BUILDING FOOTPRINT OF THE
GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 5 Of 10

Plotted by Jorgensen on May 28, 2025 - 1:16pm
\\jorg\Auto\Working\2025\18105 - Base - Drawn\Survey\Plat 1441 - 11 Boundary Adjustment\18105-03 Details.dwg

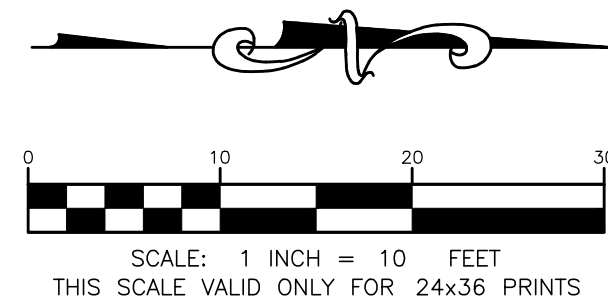


LEGEND

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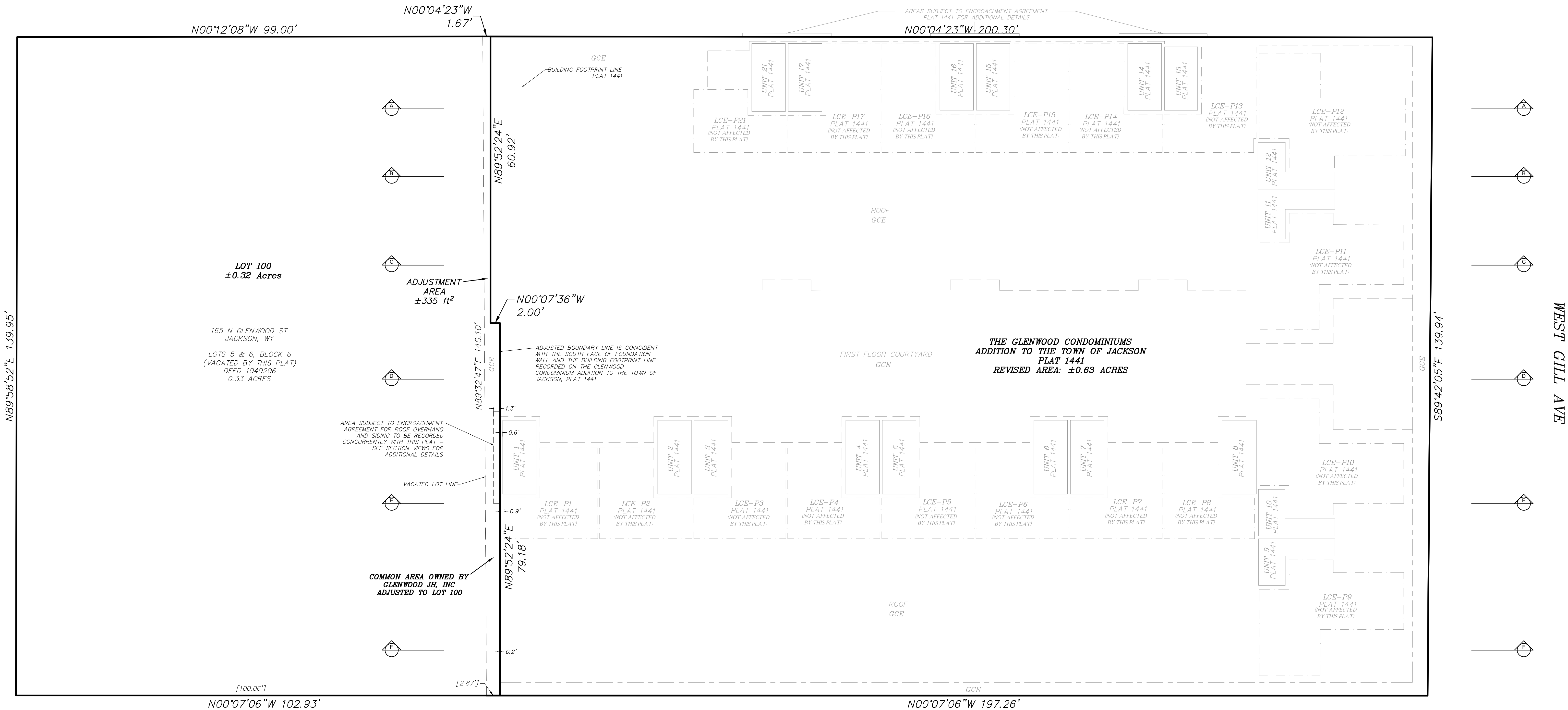


THIRD FLOOR LEVEL PLAN VIEW

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100 & THOSE
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GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 6 Of 10

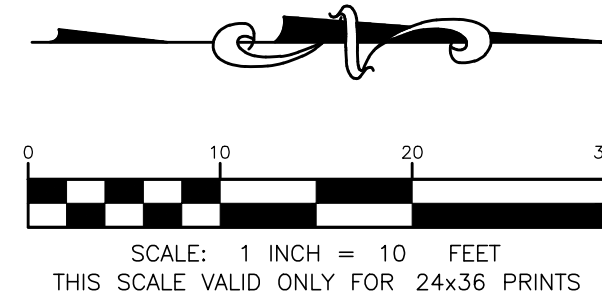


LEGEND

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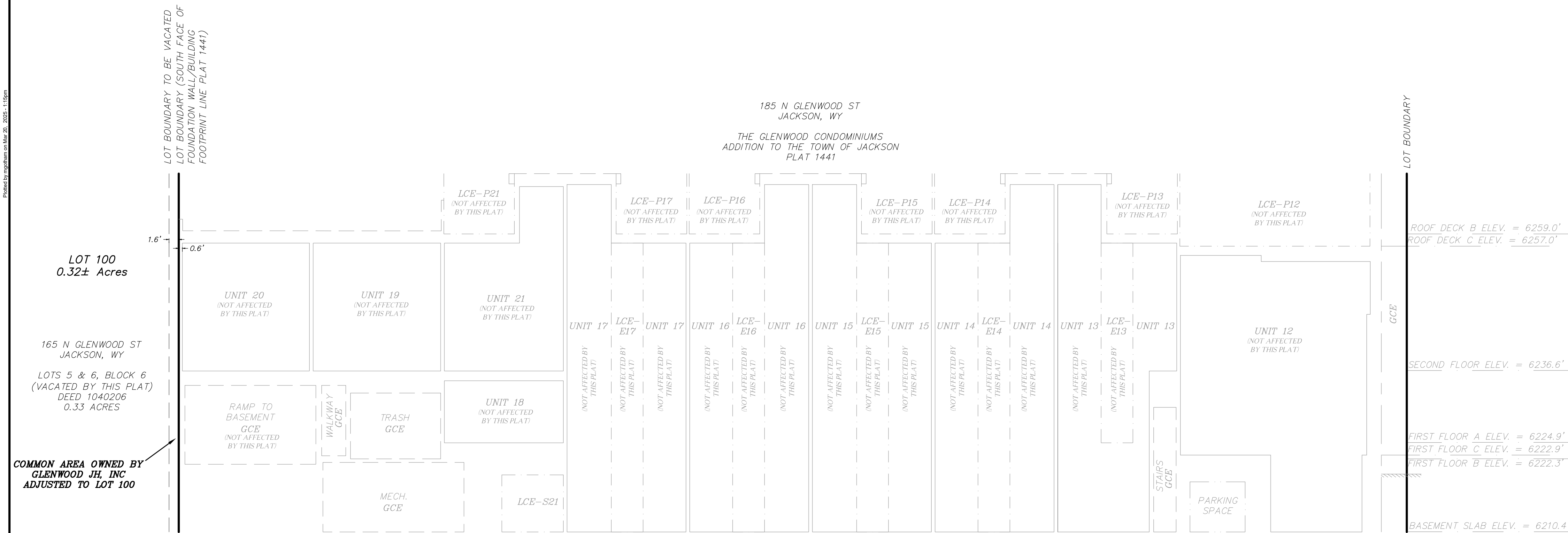
**ROOF LEVEL
PLAN VIEW**

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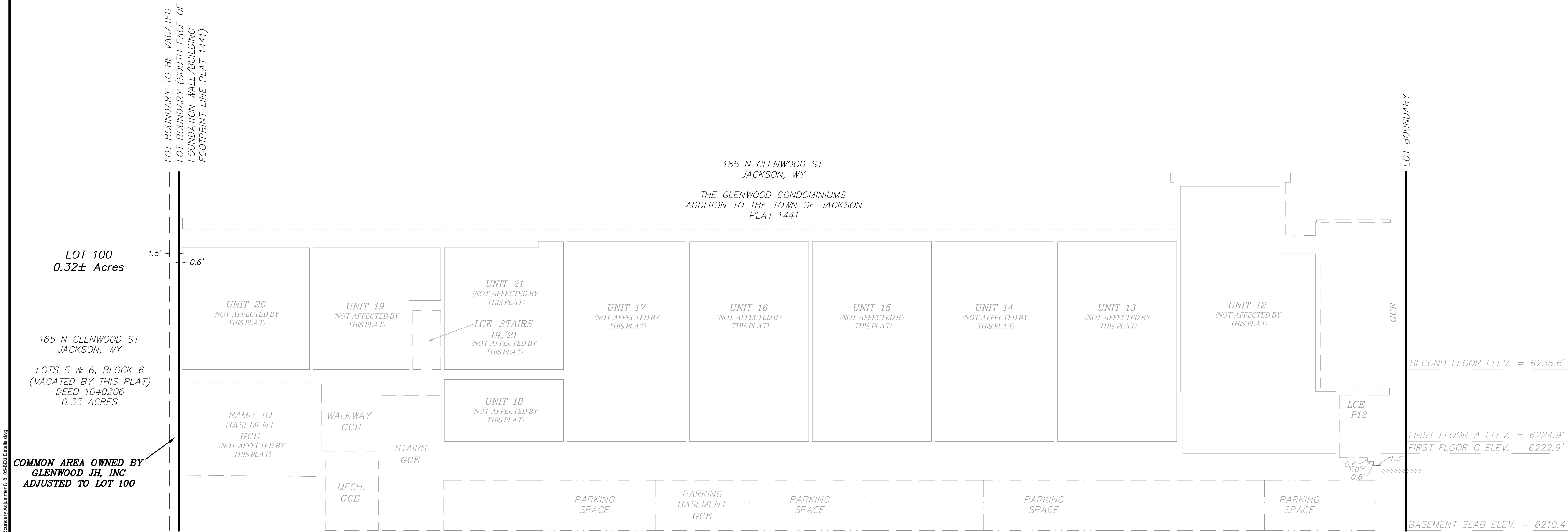
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 7 Of 10

Plotted by jorgensen on May 28, 2025 at 11:50am
\\jorgensen\shared\jorgensen\2025\18105 - Bear Denote\Survey\Phase 1 - Phase 1 - Boundary Adjustment\18105-01 Details.dwg



SECTION A



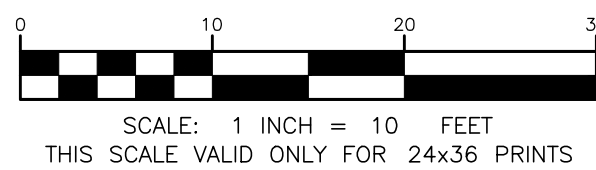
SECTION B

LEGEND

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SECTIONS A & B

**THE GLENWOOD ADJUSTMENT
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH LOTS 5 & 6, BLOCK 6, OF
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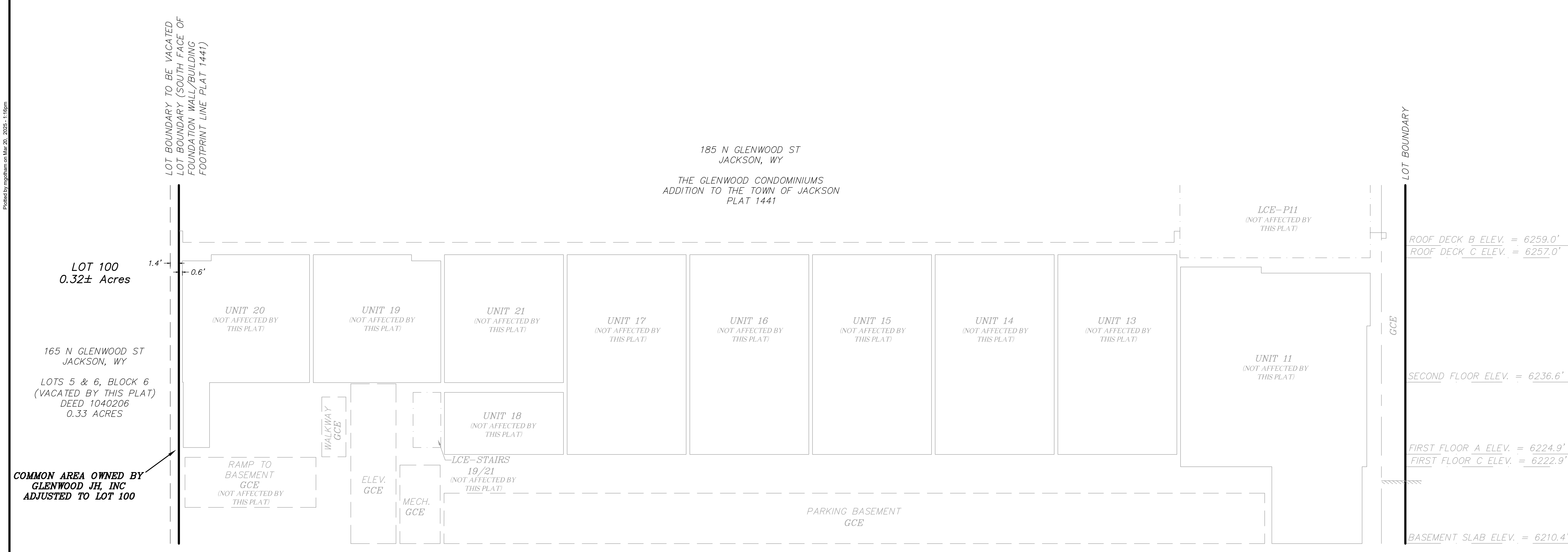
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 8 Of 10

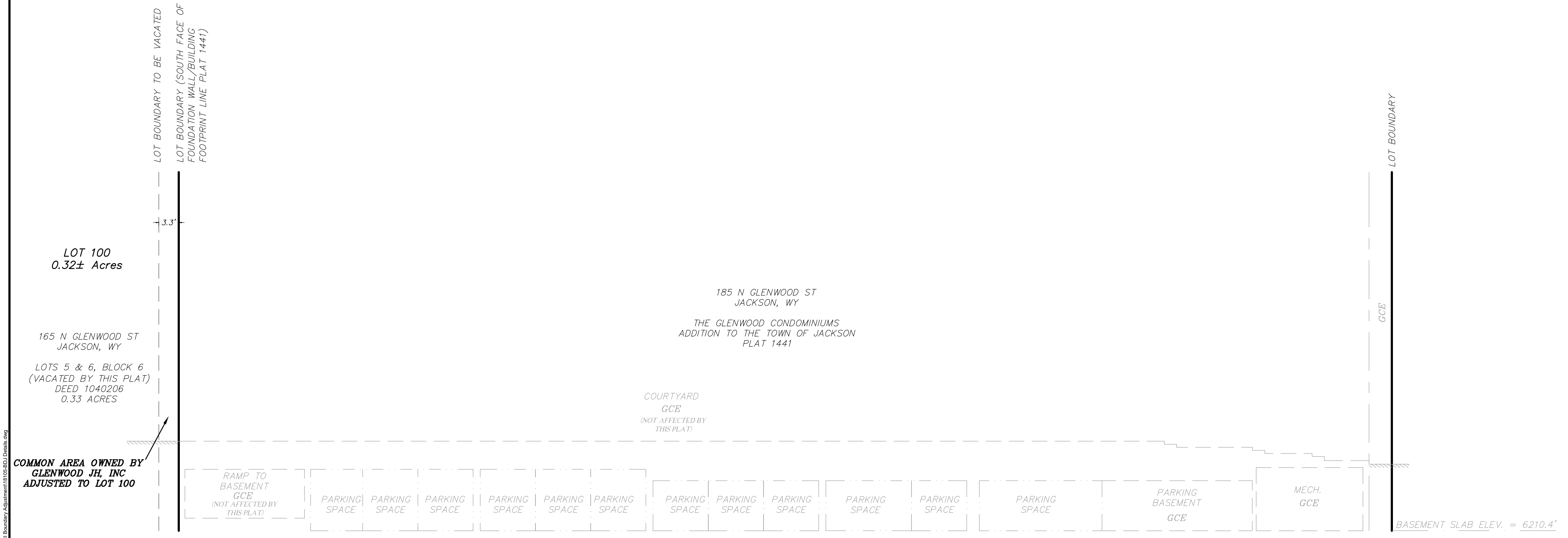


JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgensen.com

Plotted by Jorgensen on May 28, 2025 - 1:10pm
Used for Actual Survey on 05/28/2025 - Bear, Denali, Survey Phase 1 - Phase 1 Boundary Adjustment 18105-01 Details.dwg



SECTION C



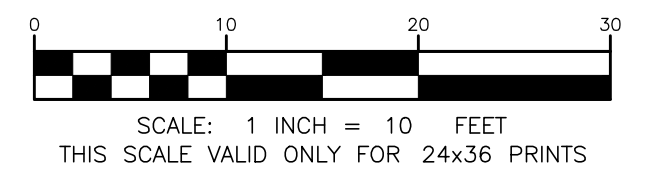
SECTION D

LEGEND

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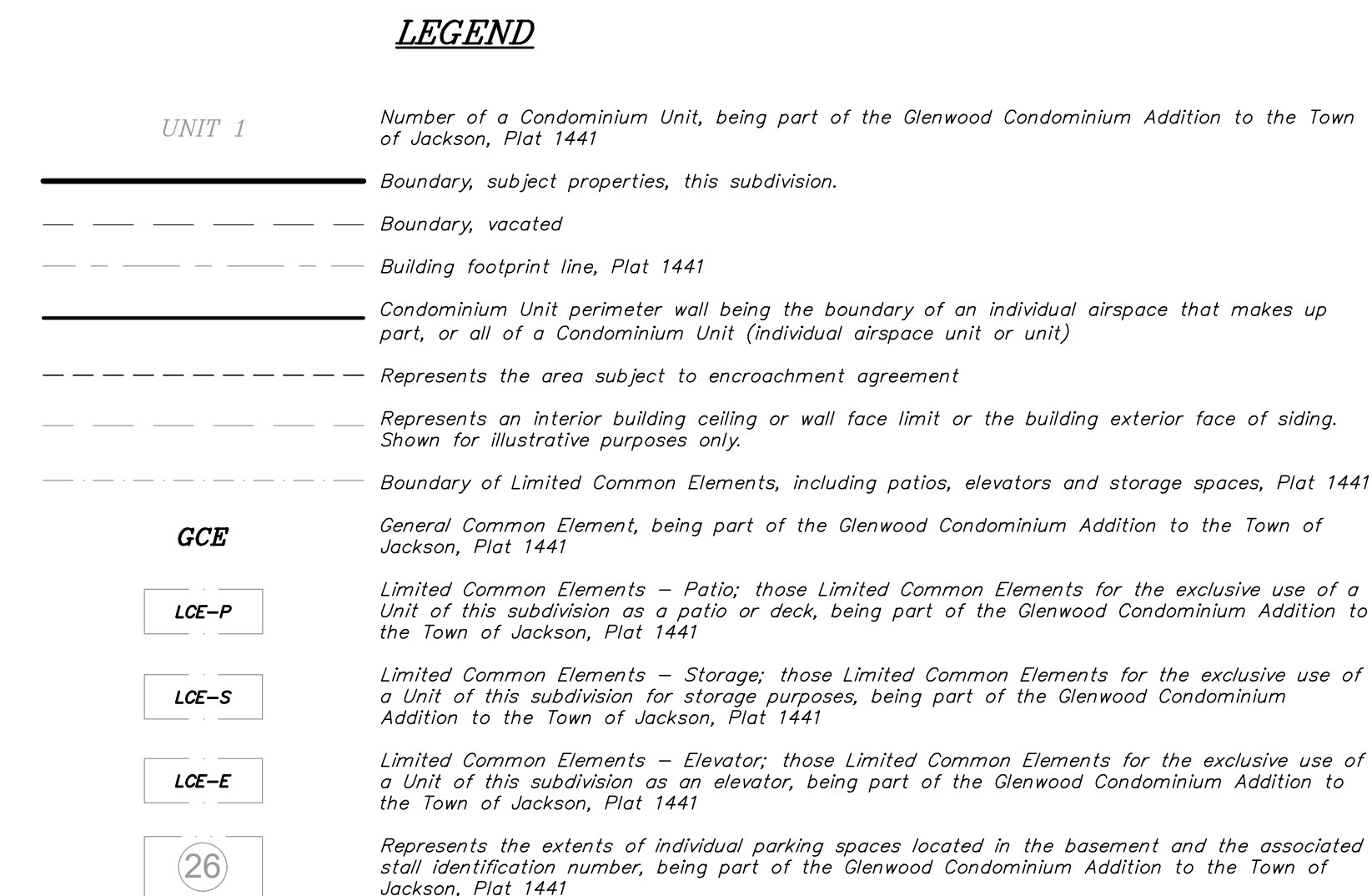


SECTIONS C & D

THE GLENWOOD ADJUSTMENT
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GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON,
PLAT 1441

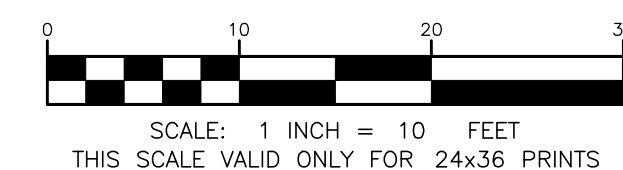
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 9 Of 10



NOTES

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PLAT 1441**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 10 Of 10

PREPARED BY: RE LAST REVISED: 2025-03-19 PROJECT NUMBER: 18105
MAR PREPARED: 2025-01-15

BOUNDARY ADJUSTMENT PLAT – COMPLETED

P25-005 **Boundary Adjustment Plat**
ADDRESS: **165 N Glenwood Street**
OWNER: **Glenwood JH, Inc.**
APPLICANT: **Matt Gotham, Jorgensen Associates**

3/10/2025
Scott Mohror and Brian Lenz, (307) 733-3079

DATE OF SUBMITTAL: 2/13/2025
DATE OF MATERIALS: 1/14/2025
REVISION NO.: 00

The Engineering Division has reviewed your application for a **BOUNDARY ADJUSTMENT PLAT** submitted on and with application materials as dated above.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL

1. Because this boundary adjustment vacates Lots 5/6 of Plat 100 and creates a new Lot 100 and incorporates (or appears to) that into Plat 1441, it seems to be more than just a boundary adjustment. Consider a name that is more descriptive than “Adjustment”. Review and revise as you prefer.
2. Recommend spelling out “TWO” or using the numeral “2” versus II, like is used in the Declarations.

NOTES

1. Verify the noted NGVD 1929 datum is the correct datum used.

CERTIFICATE OF OWNER

1. Verify the Applicant & Owner is Glenwood JH, Inc. or Glenwood JH, LLC. Sheet 1 of 10 and the warranty deed have Inc. while the others have as LLC.
2. Paragraph 40, change the red comma after W. Deloney Avenue to black.

PLAT SHEETS

1. Verify the Applicant & Owner is Glenwood JH, Inc. or Glenwood JH, LLC. Sheet 1 of 10 and the warranty deed have Inc. while the others have as LLC.
2. Sheet 2 of 10, Overview, Notes, & Vicinity Map. If applicable, show the alley encroachment and lighting agreement locations.
3. Sheet 2 of 10: Area Subject to Encroachment Agreement: Identify what the encroachment is. Use different linetype or shading to distinguish between it and the vacated lot line. Provide the encroachment agreement. Provide an explanation regarding who owns the encroachment. If it is Glenwood JH, Inc., is the encroachment agreement necessary.

4. Sheet 2 of 10: clarify how the new subdivision will be monumented. Show which monuments will be removed and which will be set.
5. Sheet 2 of 10: Include a request that lots 5/6 of Plat 100 be marked as vacated according to this plat. Review and revise accordingly.
6. Sheets 3-7: Show Lot 100 as part of the new subdivision. or at least the north property line of Lot 100 in bold from east to west property lines. Show Lot 100.
7. Sheet 10 of 10: Encroachment references section views for more information. Clarify if there is a specific section view or is it plan view. Review and revise whether the encroachment should be shown on all plan views or just the one depicting the level of the building that is the encroachment. Clarify what and whose encroachment it is.

TO WIT:

The undersigned officer of Roseville Ventures II, LLC, being first duly sworn, depose and say:

THAT the undersigned have examined a copy of that plat prepared _____, of THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, and being identical to Lots 5-6, Block 6, Town of Jackson, recorded as Plat No. 100 in the Office of the Clerk of Teton County, Wyoming, and that portion of the General Common Element being outside of the building footprint of the Glenwood Condominium Addition to the Town of Jackson, recorded as Plat No. 1441 in said Office;

THAT Roseville Ventures II, LLC is holder of a mortgage on the lands depicted on said plat of The Glenwood Adjustment Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Roseville Ventures II, LLC, a Wisconsin limited liability company, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Glenwood Adjustment Addition to the Town of Jackson and described in said Certificate of Owner.

ATTEST:

Roseville Ventures II, LLC
a Wisconsin limited liability company

Seal:

By: _____

By: _____

(Printed Name)

(Title)
Roseville Ventures II, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025 before me, the undersigned, a Notary Public in and
for said State, personally appeared _____, who being duly sworn, did say that
their title is _____ and acknowledged that said instrument was signed by
them on behalf of Roseville Ventures II, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TO WIT:

THAT the undersigned have examined a copy of that plat prepared _____, of THE GLENWOOD ADJUSTMENT ADDITION TO THE TOWN OF JACKSON, and being identical to Lots 5-6, Block 6, Town of Jackson, recorded as Plat No. 100 in the Office of the Clerk of Teton County, Wyoming, and that portion of the General Common Element being outside of the building footprint of the Glenwood Condominium Addition to the Town of Jackson, recorded as Plat No. 1441 in said Office;

THAT, in the name of and on behalf of Bank of Jackson Hole, a Wyoming corporation, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Glenwood Adjustment Addition to the Town of Jackson and described in said Certificate of Owner.

By: _____

(Title)
Bank of Jackson Hole

On this ____ day of _____, 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that their title is _____ and acknowledged that said instrument was signed by them on behalf of Bank of Jackson Hole.

Notary Public

My commission expires:

Jackson Hole News&Guide

PublicNOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$23.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

JANUARY 8, 2025

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, January 13, 2025, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 01/08/25

• PUBLIC NOTICE •

PUBLIC NOTICE
TETON COUNTY GOVERNMENT

As required by Wyoming State Statute §18-3-516 (f), information on meeting dates, meeting agendas, official minutes, annual budget, and other information required by law to be published in a newspaper of general circulation can also be accessed on the county website: www.tetoncountywy.gov **Publish: 01/08/25**

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING
Tuesday,02/04/2025

Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday,02/04/2025, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Lawrence, Jeff
Permit No.: DEV2024-0002
Request: A Development Plan request pursuant to Section 8.3.2 of the Land Development Regulations for the construction of a 14,915 sf building of mixed Industrial, Heavy Retail/Service Uses and 14 Accessory Residential Units.
Location: 555 W Elk Avenue, Lot 15 of Valley View Subdivision, 2nd Filing, located in the South Park Business Park. The property is zoned Business Park and is in the Natural Resources Overlay.
Publish: 01/08/25

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
LORELIE BAILEY MILLER,
Deceased

Probate No.: 2024-CV-0019197

NOTICE OF PROBATE

You are hereby notified that on December 30, 2024 the Last Will and Testament of Lorelie Bailey Miller (the “Decedent”) was admitted to probate by the above named Court, and Robert M. Schneider was appointed personal representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to Lorelie Bailey Miller or to Lorelie Bailey Miller's Estate, are requested to make immediate payment to the Estate of Lorelie Bailey Miller, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED December 30, 2024.

[signed]
M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street, Ste 2A
P.O. Box 2922
Jackson, WY 83001-2922
(307) 733-4117 Phone
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Personal Representative
Publish: 01/08, 01/15, 01/22/25

• ABANDONED VEHICLE AUCTIONS •

2017 Subaru Impreza
Vin# 4S3GKAB65H3615945
Owed \$3774.90

2007 Subaru Outback
Vin# 4S4BP62C577322659
Owed \$9453.20

Sale to be January 17th 2025

Please contact Shiela @ 307-733-8697
With any questions.
Publish: 01/08, 01/15/25

• PUBLIC NOTICE •

January 2025 Teton Conservation District Board Meeting

The public is invited to join Teton Conservation District for our monthly board meeting at 1:00 p.m. on January 15, 2025. Attend in person at our office at 420 W. Pearl Ave. in Jackson or virtually by phone or video conference at www.tetonconservation.org/events. For more information, email info@tetonconservation.org or call 307-733-2110. Learn more about your local conservation district at www.tetonconservation.org.
Publish: 01/08/25

• INTENT TO SUBDIVIDE •

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. intends to apply for a Boundary Adjustment in the Town of Jackson. The proposed boundary adjustment is of the common line between Lots 5-6, Block 6, Original Town of Jackson, Plat 100, and the area shown as General Common Element on the Glenwood Condominium Addition to the Town of Jackson, Plat 1441. The project is located in a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 and 185 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Subdivision Addition to the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates.
Publish: 01/08, 01/15/25

• CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION
CHEYENNE, WYOMING
NOTICE OF ACCEPTANCE OF
AND
FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the Wyoming Department of Transportation has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming and Avail Valley Construction-WY,LLC, The Contractor, on Highway Project Number PEG2331 & PEG2A01 in Lincoln, Sublette, Sweetwater and Uinta Counties, consisting of stockpiling and miscellaneous work and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on February 11, 2025.

The date of the first publication of this Notice is January 1, 2025.
Publish: 12/31/24, 01/08/25, 01/15/25

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Grand Targhee Resort, LLC intends to apply for a permit to subdivide Lot 1, Grand Targhee Resort South Plat No. 1467. A public hearing for said permit will occur at a regular meeting of the Teton County Planning Commission at the Teton County Board of Commissioners Chambers 200 S. Willow Street Jackson, WY. Please contact the Teton County Planning and Development Department at (307)-733-3959 for scheduled meeting dates or more information. The proposed subdivision involves subdividing said “Lot 1” to create townhome lots. The project is located on approximately 14.38 acres at 3300 E Ski Hill Rd, Alta, Wy 83414.
Publish: 12/31/24, 01/08/25

SUMMONS

To: ROY ROBERTO ROQUE BONILLA

You have been sued by Sharlotte Castaneda, the Petitioner, in the District Court in and for Teton County, Idaho, Case No. CV41-21-0079.

The nature of the claim against you is CHILD CUSTODY.

Any time after 21 days following the last publication of this Summons, the court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the Case No., and paid any required filing fee to the Clerk of the Court at 150 Courthouse Drive #307, Driggs, Idaho 83422; 208-354-2239, and served a copy of your response on the Petitioner's attorney at Alan Johnston, Murray Ziel & Johnston, PLLC, 770 S. Woodruff Avenue, Idaho Falls, Idaho 83401.

A copy of the Summons and Petition can be obtained by contacting either the Clerk of the Court or the attorney for Petitioner. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

Dated: 12/16/2024 10:34:03 AM

Teton County District Court

By Susan Hill, Deputy Clerk
Publish: 12/24/24, 12/31/24, 01/08/25, 01/15/25

KAREN BRENNAN

TETON REGION MARKETING EXPERT

 *Print*

 *Digital*

 *Campaigns*

 *Strategy*



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Jackson Hole News&Guide

307.739.9541

Karen@JHNewsAndGuide.com

2025. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:52 p.m.

Minutes: rt.
Publish: 01/15/25

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS

Town of Jackson, Wyoming
2025 Spring and Fall Street Patching and Overlay Project: TOJ Bid No. 25-06
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2025 Spring and Fall Street Patching and Overlay Project. Sealed bids will be received at the office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001, (Town Hall), emailed bids will be received at TownClerk@jacksonwy.gov until January 30, 2025, at 2:00 pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. Street patching consists of approximately 50,000 total square feet of asphalt street patching in various locations throughout Town, divided between spring and fall construction timelines. Mill and overlay of various streets consist of approximately 85,000 total square feet occurring in the spring of 2025, and approximately 20,000 square feet of alley paving in the fall. Construction timeline: Spring Portion - April 15 through May 23, 2025; Fall Portion – September 2 through October 15, 2025. Issuing Office: Town of Jackson Engineering Division Complete digital bidding documents are available at www.questcdn.com. You may download the digital documents by inputting QuestCDN project No. 9489349 or Owner Project No. 25-06 on the website’s projects tab search page. Please contact QuestCDN.com for assistance in membership registration, downloading plan sets, and working with this digital project information.

Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, TownEngineering@jacksonwy.gov (Phone: 307-733-3079, Ext. 1414). For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests.
Publish: 01/15, 01/22/25

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

PROPOSED TEMPORARY TURBIDITY INCREASE IN BLUE CRANE RESERVOIR AND CODY CREEK

The Wyoming Department of Environmental Quality (WDEQ) has received a request from Alder Environmental LLC, for a temporary increase in turbidity in Cody Creek and Blue Crane Reservoir near Jackson, Wyoming. The temporary increase in turbidity is associated with removal of accumulated sediment in Blue Crane Reservoir and maintenance of existing aquatic habitat restoration and enhancements in Cody Creek. Activity in cold waters like Blue Crane Reservoir and Cody Creek is normally limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of this limit for up to twenty (20) total working days for the combined waters, subject to monitoring and reporting. This activity will follow the procedures in Chapter 1, Section 23(c)(ii), of the WDEQ Water Quality Rules, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has secured a U.S. Army Corps of Engineer 404 permit for the project. Requests for information about the proposed temporary turbidity increase should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Written comments must be addressed to Eric Hargett, Wyoming DEQ/ WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on January 29, 2025 to be considered. Electronic comments may only be submitted through and accepted by the Wyoming DEQ comment portal provided at http://wq.wyomingdeq.commentinput.com/. Phone comments will not be accepted. Para español, visite deq.wyoming.gov. Americans with Disabilities Act: special assistance or alternative formats will be made available upon request for individuals with disabilities. Please provide at least fourteen (14) days before the close of public comment period for such requests.
Publish: 01/15/25

PUBLIC NOTICE

The Wyoming Public Service Commission (Commission) approved the Application of Wyoming Gas Company, a division of Natural Gas Processing Co. (Wyoming Gas or the Company) for authority to pass on a decrease in its wholesale gas supply cost of \$0.0201 per CCF.

1. The Company’s proposal results in a decrease of \$1.40, or 2.24%, before taxes, in the monthly bill for a typical residential customer using 70 CCF per month during the rate effective period of October 1, 2024, through September 30, 2025. Actual bills will vary with usage.
2. Commission Rule Chapter 3, Section 26 allows a utility to

pass-on, to its customers, known or projected commodity cost increases or decreases, on a dollar-for-dollar basis, subject to public notice, opportunity for hearing, and refund.

3. Wyoming Gas’s Application is available for inspection at the Commission or https://dms.wyo.gov/external/publicusers.aspx (Enter Record No. 17676).

4. Anyone desiring to file a statement, intervention petition, protest, or request for a hearing must file in writing with the Commission, on or before January 23, 2025. A proposed intervention or request for a hearing shall set forth the grounds, the position and interest of the petitioner in this proceeding.

5. If you wish to participate in this matter and you require reasonable accommodation for a disability, contact the Commission at (307) 777-7427, or 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications-impaired persons may contact the Commission by accessing Wyoming Relay at 711. Please mention Docket No. 30009-78-GP-24.

Dated: December 23, 2024.
Publish: 01/15, 01/22/25

NOTICE OF PUBLIC HEARING
TETON VILLAGE ASSOCIATION ISD
BUDGET AMENDMENT

The Teton Village Association ISD will conduct a Public Hearing to amend the fiscal year 2025 budget on January 23, 2025, at 11:00 a.m. at the Teton Village District Offices, 7020 N. Rachel Way, Teton Village, Wyoming. All residents and property owners within the District are encouraged to attend. Operations Expenditures are projected to increase from \$3,602,190 to \$4,081,320. Capital Expenses are projected to increase from \$4,108,705 to \$4,453,405. Revenue is projected to increase from \$8,495,967 to \$8,840,667.

Jim Terry, Treasurer, Teton Village Association ISD

Dated this 9th day of January, 2025
Publish: 01/15/25

NOTICE OF PUBLIC HEARING
TETON VILLAGE RESORT DISTRICT
BUDGET AMENDMENT

The Teton Village Resort District will conduct a Public Hearing to amend the fiscal year 2025 budget on January 23, 2025, at 11:15 a.m. at the Teton Village District Offices, 7020 N. Rachel Way, Teton Village, Wyoming. All residents and property owners within the District are encouraged to attend. Capital Expenses are projected to increase from \$4,108.705 to \$4,453,405.

Rob DesLauriers, Treasurer, Teton Village Resort District

Dated this 9th day of January, 2025
Publish: 01/15/25

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
LORELIE BAILEY MILLER,
Deceased

Probate No.: 2024-CV-0019197

NOTICE OF PROBATE

You are hereby notified that on December 30, 2024 the Last Will and Testament of Lorelie Bailey Miller (the “Decedent”) was admitted to probate by the above named Court, and Robert M. Schneider was appointed personal representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to Lorelie Bailey Miller or to Lorelie Bailey Miller’s Estate, are requested to make immediate payment to the Estate of Lorelie Bailey Miller, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED December 30, 2024.

[signed]
M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street, Ste 2A
P.O. Box 2922
Jackson, WY 83001-2922
(307) 733-4117 Phone
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Personal Representative
Publish: 01/08, 01/15, 01/22/25

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, Glenwood JH, Inc. intends to apply for a Boundary Adjustment in the Town of Jackson. The proposed boundary adjustment is of the common line between Lots 5-6, Block 6, Original Town of Jackson, Plat 100, and the area shown as General Common Element on the Glenwood Condominium Addition to the Town of Jackson, Plat

1441. The project is located in a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 and 185 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Subdivision Addition to the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates.
Publish: 01/08, 01/15/25

2017 Subaru Impreza
Vin# 4S3GKAB65H3615945
Owed \$3774.90

2007 Subaru Outback
Vin# 4S4BP62C577322659
Owed \$9453.20

Sale to be January 17th 2025

Please contact Shiela @ 307-733-8697
With any questions.
Publish: 01/08, 01/15/25

WYOMING DEPARTMENT OF TRANSPORTATION
CHEYENNE, WYOMING
NOTICE OF ACCEPTANCE OF
AND
FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the Wyoming Department of Transportation has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming and Avail Valley Construction-WY,LLC, The Contractor, on Highway Project Number PEG2331 & PEG2A01 in Lincoln, Sublette, Sweetwater and Uinta Counties, consisting of stock-piling and miscellaneous work and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on February 11, 2025.

The date of the first publication of this Notice is January 1, 2025.
Publish: 12/31/24, 01/08/25, 01/15/25

SUMMONS

To: ROY ROBERTO ROQUE BONILLA

You have been sued by Sharlotte Castaneda, the Petitioner, in the District Court in and for Teton County, Idaho, Case No. CV41-21-0079.

The nature of the claim against you is CHILD CUSTODY.

Any time after 21 days following the last publication of this Summons, the court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the Case No., and paid any required filing fee to the Clerk of the Court at 150 Courthouse Drive #307, Driggs, Idaho 83422; 208-354-2239, and served a copy of your response on the Petitioner’s attorney at Alan Johnston, Murray Ziel & Johnston, PLLC, 770 S. Woodruff Avenue, Idaho Falls, Idaho 83401.

A copy of the Summons and Petition can be obtained by contacting either the Clerk of the Court or the attorney for Petitioner. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

Dated: 12/16/2024 10:34:03 AM

Teton County District Court

By Susan Hill, Deputy Clerk
Publish: 12/24/24, 12/31/24, 01/08/25, 01/15/25

TATUM MENTYZER

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Jackson Hole News&Guide

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Tatum@JHNewsAndGuide.com

**Supplemental Declaration No. 3 of Condominium
for
the Glenwood Condominium Addition to the Town of Jackson
(In Relation to General Common Elements and an “Adjustment Area”)**

This SUPPLEMENTAL DECLARATION NO. 3 OF CONDOMINIUM FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON (IN RELATION TO GENERAL COMMON ELEMENTS AND AN “ADJUSTMENT AREA”) (this “**Supplemental Declaration No. 3**”) is approved and made this ____ day of _____, 2025, by GLENWOOD JH, INC., a Wyoming corporation (“**Declarant**”) pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 *et seq.* (the “**Act**”).

RECITALS

A. By Amended and Restated Declaration of Condominiums for The Glenwood Condominium Addition to the Town of Jackson recorded on August 16, 2022 as Instrument No. 1044631 (the “**Original Declaration**,” and as amended and supplemented by Supplemental Declaration No. 1 AND Supplemental Declaration No. 2 (defined below), the “**Declaration**”) in the Office of the Clerk and Recorder of Teton County, Wyoming, Declarant created a community known as The Glenwood Condominiums.

B. The Glenwood Condominiums are depicted on the Plat Map which was recorded on July 1, 2022 in the Office of the County Clerk for Teton County, Wyoming as Plat No. 1441 recorded as Document No. 1041733 (the “**Phase 1 Plat**,” and the property subject to that plat, the “**Phase 1 Property**”).

C. The Original Declaration was amended and supplemented by that certain Amended and Restated Supplemental Declaration No. 1 for the Glenwood Condominium Addition to the Town of Jackson (Assigning Parking and Storage Limited Common Elements) recorded on August 16, 2022 as Instrument No. 1044632 (“**Supplemental Declaration No. 1**”), and that certain Supplemental Declaration No. 2 for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Parking and Annexing Additional Property) recorded on September 20, 2024 as Instrument No. 1090143 (“**Supplemental Declaration No. 2**”).

D. Pursuant to Section 9.1 of the Original Declaration, the Declarant has the right to annex, into the scope and regime of the Declaration, the property at Lots 5 and 6, Block 6, Original Plat of Town of Jackson, Plat No. 100, commonly known as 165 N. Glenwood Street, Jackson, Wyoming, and being PIDN 22-41-16-28-4-10-004 (the “**Phase 2 Property**”). As part of that authority under Section 9.1, Declarant has the right to amend the Declaration by a Supplemental Declaration to “reflect the facts of such annexation, including, but not limited to, amending the definitions of Common Elements and Limited Common Elements. Such Supplemental Declaration shall not require the consent of Members, and shall only require the consent of and execution by the Declarant and the owner of the annexed property, if other than Declarant.”

E. In order to provide for the orderly annexation of the Phase 2 Property and pursuant to the Declarant’s authority to amend the definition of “Common Elements,” the Declarant has entered into this Supplemental Declaration No. 3.

DECLARATION

Declarant hereby declares that this Supplemental Declaration No. 3, shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or

any part of the Property. This Supplemental Declaration No. 3 is entered into pursuant to the authority described above.

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned thereto in the Declaration.

2. **Conflicts.** In the event of any conflict between the terms and conditions set forth herein and the terms and conditions of the Declaration, the terms set forth herein shall govern.

3. **Incorporation.** Unless otherwise stated herein, the Declaration shall remain in full force and effect and terms and provision of the Declaration not amended herein shall automatically apply.

4. **Amendment of the Definition of “Common Elements” and Creation of the Definition of “Adjustment Area”.** The definition of “Common Elements” and “General Common Elements” and “GCE” under the Declaration are all hereby amended to exclude the “Adjustment Area” as defined by this Supplemental Declaration No. 3. The Declarant is deemed to be the sole owner of the Adjustment Area. The term “Adjustment Area” means the portion of Plat 1441 that is (i) labeled as “GCE” on Sheet 2 of the 22 sheets of Plat 1441 and (ii) outside of the boundaries of the Building.

5. **Subsequent Amendments and Assignments.** This Supplemental Declaration may be amended, modified or supplemented as provided under the Declaration.

6. **No Other Amendments.** No terms or conditions of the Declaration are changed by this Supplemental Declaration except those which are expressly referenced in the foregoing document.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument the date and year first written above.

Declarant:

GLENWOOD JH, INC., a Wyoming corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of GLENWOOD JH, INC., a Wyoming corporation, this ____ day of
_____, 2025.

Witness my hand and official seal.

Notary Public

My commission expires:

**Supplemental Declaration No. 4 of Condominium
for
the Glenwood Condominium Addition to the Town of Jackson
(In Relation to Annexation of Phase 2)**

This SUPPLEMENTAL DECLARATION NO. 4 OF CONDOMINIUM FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON (IN RELATION TO ANNEXATION OF PHASE 2) (this “**Supplemental Declaration No. 4**”) is approved and made this ____ day of _____, 2025, by GLENWOOD JH, INC., a Wyoming corporation (“**Declarant**”) pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 *et seq.* (the “**Act**”).

RECITALS

A. By Amended and Restated Declaration of Condominiums for The Glenwood Condominium Addition to the Town of Jackson recorded on August 16, 2022 as Instrument No. 1044631 (the “**Original Declaration**,” and as amended and supplemented by Supplemental Declaration No. 1 AND Supplemental Declaration No. 2 (defined below), the “**Declaration**”) in the Office of the Clerk and Recorder of Teton County, Wyoming, Declarant created a community known as The Glenwood Condominiums.

B. The Glenwood Condominiums are depicted on the Plat Map which was recorded on July 1, 2022 in the Office of the County Clerk for Teton County, Wyoming as Plat No. 1441 recorded as Document No. 1041733 (the “**Phase 1 Plat**,” and the property subject to that plat, the “**Phase 1 Property**”).

C. The Original Declaration was amended and supplemented by that certain Amended and Restated Supplemental Declaration No. 1 for the Glenwood Condominium Addition to the Town of Jackson (Assigning Parking and Storage Limited Common Elements) recorded on August 16, 2022 as Instrument No. 1044632 (“**Supplemental Declaration No. 1**”), that certain Supplemental Declaration No. 2 for the Glenwood Condominium Addition to the Town of Jackson (In Relation to Parking and Annexing Additional Property) recorded on September 20, 2024 as Instrument No. 1090143 (“**Supplemental Declaration No. 2**”), and that certain Supplemental Declaration No. 2 for the Glenwood Condominium Addition to the Town of Jackson (In Relation to General Common Elements and an “Adjustment Area”)) recorded on _____ as Instrument No. _____ (“**Supplemental Declaration No. 3**”).

D. Pursuant to Section 9.1 of the Original Declaration, the Declarant has the right to annex, into the scope and regime of the Declaration, the property at Lots 5 and 6, Block 6, Original Plat of Town of Jackson, Plat No. 100, commonly known as 165 N. Glenwood Street, Jackson, Wyoming, and being PIDN 22-41-16-28-4-10-004 (the “**Phase 2 Property**”). As part of that authority under Section 9.1, Declarant has the right to amend the Declaration by a Supplemental Declaration to “reflect the facts of such annexation, including, but not limited to, amending the definitions of Common Elements and Limited Common Elements. Such Supplemental Declaration shall not require the consent of Members, and shall only require the consent of and execution by the Declarant and the owner of the annexed property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.”

E. In order to provide for the orderly annexation of the Phase 2 Property and pursuant to the Declarant’s authority to amend the definition of “Common Elements,” the Declarant has entered into this Supplemental Declaration No. 4.

DECLARATION

Declarant hereby declares that this Supplemental Declaration No. 4, shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. This Supplemental Declaration No. 4 is entered into pursuant to the authority described above.

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned thereto in the Declaration.

2. **Conflicts.** In the event of any conflict between the terms and conditions set forth herein and the terms and conditions of the Declaration, the terms set forth herein shall govern.

3. **Incorporation.** Unless otherwise stated herein, the Declaration shall remain in full force and effect and terms and provision of the Declaration not amended herein shall automatically apply.

4. **Annexation of Phase 2.** The area depicted on Plat _____ recorded on _____ as Instrument No. _____ (the “**Phase 2 Plat**”), being the Phase 2 Property, is hereby annexed into and made subject to the Declaration. The Phase 2 Property shall be deemed to be part of the “Properties,” “Real Property,” and “Project” as defined in the Declaration. The Phase 2 Plat shall be deemed to be part of the “Plat,” “Final Plat,” and “Condominium Plat” as defined in the Declaration.

5. **Amendment of the Definition of “Common Elements” as to the “Adjustment Area”.** The Adjustment Area, as defined in Supplemental Declaration No. 3, is deemed to be part of the “Common Elements” and “General Common Elements” and “GCE” under the Declaration, notwithstanding the terms of Supplemental Declaration No. 3.

6. **Exhibit A to Declaration: Unit Square Footage and Percentage Ownership of General Common Elements.** Exhibit A to the Declaration is hereby amended and restated as set forth as Exhibit A to this Supplemental Declaration No. 4.

7. **Subsequent Amendments and Assignments.** This Supplemental Declaration may be amended, modified or supplemented as provided under the Declaration.

8. **No Other Amendments.** No terms or conditions of the Declaration are changed by this Supplemental Declaration except those which are expressly referenced in the foregoing document.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument the date and year first written above.

Declarant:

GLENWOOD JH, INC., a Wyoming corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of GLENWOOD JH, INC., a Wyoming corporation, this ____ day of
_____, 2025.

Witness my hand and official seal.

Notary Public

My commission expires:

AMENDED AND RESTATED EXHIBIT A
TO CONDOMINIUM DECLARATION

Unit Number	Area of Unit Used to Calculate Ownership % of General Common Elements (in some cases the area has been rounded to arrive at the ownership % shown here on Exhibit A)	Ownership % of General Common Elements
Phase 1		
1	3128	[]
2	3049	[]
3	3145	[]
4	3007	[]
5	3201	[]
6	3111	[]
7	3222	[]
8	3044	[]
9	2654	[]
10	2645	[]
11	2652	[]
12	2665	[]
13	3098	[]
14	3229	[]
15	3227	[]
16	3227	[]
17	3233	[]
18	836	[]
19	1639	[]
20	1818	[]
21	1842	[]
Phase 2		
[]	[]	[]
[]	[]	[]
[]	[]	[]
Total	[]	[]



March 20, 2025

Andrew Bowen
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001
Via email: abowen@jacksonwy.gov

RE: P25-005, Boundary Adjustment 165-185 North Glenwood, Glenwood Condominium Addition – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Bowen,

We are in receipt of all Town of Jackson staff conditions and comments as well as those from On Sight Land Surveying. The comments to the plat are addressed below; comments on the declaration of condominium will be addressed separately.

County Surveyor

Sheet 1:

- The note regarding further subdivision has been amended to include “except in accordance with Town of Jackson regulations”.
- The total area of the plat has been added to the Certificate of Surveyor and near the title block.
- An area summary has been added, which includes lot, GCE and adjustment areas.

Sheet 2:

- The linework and labeling has been revised to improve clarity and show a closed figure for the adjustment area.
- Areas for the building footprint and common areas have been added.
- The new lot line is not parallel to the vacated lot line, therefore the width dimension varies along the boundary. A bearing/distance label has been added to the vacated lot line to show this.

Sheets 3-10:

- The northern boundary of Lot 100 has been added to the sheets and annotated, so the full extent of the adjustment area is now visible.
- The new lot line is not parallel to the vacated lot line, therefore the width dimension varies along the boundary

Public Works Department/Town Engineer

Monumentation: monuments will be set by the time the plat is to be recorded.

General:

1. When a boundary adjustment is performed between platted lots of two different subdivisions (as is the case here), the resultant subdivision is given a new name. We do not feel that the name needs to be changed.
2. (Appears to be a comment related to the Glenwood Condominiums Phase 2 plat)

Notes:

1. The vertical datum is confirmed as NGVD 1929.

Certificate of Owner

1. The correct Owner name is Glenwood JH, Inc, and this has been updated on the layout sheets
2. The red comma has been changed to black.

Plat Sheets:

1. The correct Owner name is Glenwood JH, Inc, and this has been updated on the layout sheets.
2. The encroachment agreement has been shown on sheets 2 and 7 of the plat, as per plat 1441, and the lighting agreement access area has been added to sheet 2.
3. The encroachment linework has been revised so it more easily identifiable. The details of the encroachment agreement have been outlined in a separate document, which will be submitted along with the plat.
4. A note has been added that two of the new boundary corners are not able to be monumented, as they coincide with the outside face of the foundation wall. A note has been added stating that the monument at the east end of the vacated line will be removed. The monument at the west end of the vacated line will remain as there is a bearing break at that point.
5. The request to mark and vacate lots 5-6 is shown on the certificate of owner.
6. The north line of lot 100 has been added to the layout sheets.
7. The encroachment note has been corrected to reference the layout sheet. The encroachment agreement will be submitted along with the plat.

A revised copy of the plat is attached.

Sincerely,

JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager

Referral Reviews for P25-013

SURVEY REVIEW

Recommend that the surveyor address the following items:

Sheet 1

1. The note: Under current town of Jackson regulations and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed appears to preclude the further subdivision of Lot 100. A revision of this note should be considered.
2. A total area of the plat should be indicated in the Certificate of Surveyor and also near the title block.
3. A summary of lot areas, common areas, and the areas before and after adjustment must be provided.

Sheet 2

4. The purpose of this plat is to exchange an area from Lots 5 and 6 to Plat 1441 to adjust the existing boundary that would otherwise pass through ownership units. As currently drafted, the new lines and the exact location of the adjustment areas are unclear and ambiguous at best. The annotation of the Adjustment Area in Lots 5 and 6 is confusing and incomplete. The annotation must show a closed figure and the lines and areas must be clearly labeled.
5. The resultant area of Plat 1441 building footprint and the Common area of Plat 1441 must be provided.
6. The width dimensions between the vacated lot line and the new boundary on Sheet 2 conflict with the dimensions shown in the elevation views on Sheets 9 and 10.

Sheets 3 through 10

7. The annotation of the Adjustment Areas on these sheets is incomplete, confusing and impossible to reconcile with the areas depicted on Sheet 2. The annotation must show a closed figure and the lines and areas must be clearly labeled.
8. The width dimensions between the vacated lot line and the new boundary shown in the elevation views on Sheets 9 and 10 conflict with the dimensions on Sheet 2.

COUNTY CLERK REVIEW COMMENTS

1. Plat - call out Matt as a Public Land Surveyor in the notary statement
2. We did not see the Certificate of Owner by separate affidavit include when you bring in the plat for recording
3. the Notary Acknowledgement for the surveyor doesn't call out his title as "Professional Land Surveyor; please correct before finalization



Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department
P.O. Box 1687
Jackson, WY 83001

February 12, 2025

ATTN: Tyler Valentine, Planner
RE: P25-005, Boundary Adjustment 165-185 North Glenwood
Glenwood Condominium Addition

Dear Tyler:

I have reviewed the plat dated 1-15-2025 accompanying the P25-005 application. I would recommend that the surveyor address the following items:

Sheet 1

- The note: ***“Under current town of Jackson regulations and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed”*** appears to preclude the further subdivision of Lot 100. A revision of this note should be considered.
- A total area of the plat should be indicated in the Certificate of Surveyor and also near the title block.
- A summary of lot areas, common areas, and the areas before and after adjustment must be provided.

Sheet 2

- The purpose of this plat is to exchange an area from Lots 5 and 6 to Plat 1441 to adjust the existing boundary that would otherwise pass through ownership units. As currently drafted, the new lines and the exact location of the adjustment areas are unclear and ambiguous at best. The annotation of the Adjustment Area in Lots 5 and 6 is confusing and incomplete. The annotation must show a closed figure and the lines and areas must be clearly labeled.
- The resultant area of Plat 1441 building footprint and the Common area of Plat 1441 must be provided.
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Sheets 3 through 10

- The annotation of the Adjustment Areas on these sheets is incomplete, confusing and impossible to reconcile with the areas depicted on Sheet 2. The annotation must show a closed figure and the lines and areas must be clearly labeled.
- The width dimensions between the vacated lot line and the new boundary shown in the elevation views on Sheets 9 and 10 conflict with the dimensions on Sheet 2.



This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Cedarholm", is enclosed in a thin black rectangular border.

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Sketch Plan for a +/-190,000 sf (habitable) mixed-use hotel and condominium development within five buildings along North Cache at the 11 properties listed below (P24-170)	Public Comment:	Yes

***Due to time constraints, this item was continued from the regularly scheduled Town Council meeting on April 21, 2025.**

Purpose & Policy Considerations.

A Sketch Plan is required in the Commercial Residential – 2 (CR-2) zoning district by the Town of Jackson LDRs for projects with a qualifying base floor area that exceeds 13,800 square feet. Although the development is much larger in total square footage due to bonuses, basements, and non-habitable spaces, the proposed development's qualifying base floor area is roughly 81,000 sf.

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.*

Requested Action.

The applicant, Mogul Hospitality Partners, is requesting a recommendation of approval of a Sketch Plan for a new approximately 190,000 sf (total habitable above & below grade) mixed-use hotel and residential condominium development within five buildings with underground parking on a 2.46-acre site 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 approximately 190,000 sf mixed-use hotel and condominium development within five buildings 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 licensed landscape architect that provides the minimum 11 plant units and demonstrates where the minimum LSR is being provided. Aside from the street trees which are a separate landscape requirement, the applicant shall demonstrate that the majority of the 11 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. As part of the Development Plan submittal, a parking management plan shall be provided that finalizes how hotel and residential parking is managed, how spaces are assigned in the garage, which spaces are designed for commercial uses, and whether those commercial spaces are strictly for employees or the general public. The parking plan should also show the required EVSE-capable and installed spaces per staff's analysis.
3. As part of the Development Plan submittal, the applicant shall provide a draft shared parking agreement ensuring all buildings have sufficient LDR-required parking. In addition, a phasing plan shall be provided that ensures Building A is completed (i.e., Certificate of Occupancy) before Buildings B – E due to the parking distribution described in this staff report.
4. As part of the Development Plan submittal, a final snow storage plan shall be provided that identifies the amount and locations of snow storage relative to the proposed on-site impervious surfaces in addition to identifying areas with snowmelt.
5. As part of the Development Plan submittal, the applicant shall ensure that no portions of the building, including architectural features such as eaves or decks, encroach into the 5' & 10' alley setback and the 5' side setbacks.
6. The applicant shall obtain all necessary permits from WYDEQ related to the benzene plume prior to building permit submittal.
7. Prior to the Development Plan submittal, the applicant shall work with Town staff to ensure that all floor area associated with the 2:1 Bonus qualify according to Division 7.8 - Workforce Housing Incentive Program. In addition, the "exercise" areas associated with Building A shall be removed because they are not permitted uses of the 2:1 Bonus according to LDR Section 7.8.4.B.4.
8. Prior to issuance of the first physical development permit, the applicant shall vacate and combine all lots of record on both sides of the alley to allow buildings to be built over the property lines.
9. Prior to issuance of the first physical development permit, and at the time of subdivision plat, the applicant shall record an affidavit affecting title against all properties that establishes and details the FAR transfer from the West Site to the East Site and accounts for the remaining base FAR, if any, on the East Site. The West Site would have no remaining FAR but may use future bonuses allowed by the LDRs should they exist.
10. As part of the Development Plan submittal, the applicant shall provide a final loading plan that clarifies how large deliveries will occur, the direction of trailer truck travel, semi-truck trailer turning movements, how each building will be serviced for deliveries, and dimensions for the loading area.
11. As part of the Development Plan submittal, the applicant shall provide a final geotechnical analysis that includes a Remedial Action Plan prepared by a qualified environmental remediation consultant that analyzes impacts and remediation alternatives for both the contaminated soil and groundwater both during and after construction.
12. Prior to Development Plan approval, the Town and Applicant shall reach an initial agreement on the terms and conditions of a Development Agreement that establishes the relative obligations of the Town and Applicant related to the construction and long-term maintenance and operation of the proposed alley improvements. The Development Agreement would be finalized prior to the issuance of the first building permit for the project. Additional agreements, such as separate operations and maintenance agreements and/or easements may also be required with the Development Agreement. As part of the Development Plan, the Applicant and Town shall agree to an initial Development Agreement that includes, at least, the following terms:

The Developer would be responsible for:

- a. All long-term operations, maintenance, repair, and replacement of the alley improvements.
- b. Rerouting the sewer to Glenwood as proposed.
- c. Installing a manhole at the north boundary of the development and assume ownership and responsibility for the sewer line south of the manhole, including replacement if necessary (Town would maintain ownership and operation of the sewer line to the north).
- d. Replacing the sewer north to Perry if necessary.
- e. Removal, relocation, and/or abandonment in place of any town or franchisee utilities from the improved alley.
- f. All snow plowing, snow removal (not to be plowed to Town snow storage areas), sweeping, trash removal, and general upkeep for the entire length of the alley.
- g. Operation and maintenance of the Cache Creek Tube through the property to the extent it remains on the property.
- h. Installing Town-approved regulation signage.
- i. Maintaining public access.
- j. In the event that the developer is negligent in their duties, the Town would be allowed to make repairs to the standard they determine and be reimbursed by the developer.

The Town would be responsible for:

1. Municipal code enforcement throughout the alley, e.g., parking, franchisees, encroachment permits, etc.
13. As part of the Development Plan submittal, the applicant shall provide final bike parking counts based on final proposed bedroom count and restaurant/bar seating and identify all locations of short-term and long-term bike parking compliant with LDR Section 6.2.2.D. Minimum required short-term and long-term bicycle parking spaces - including required accommodation for larger and alternative bicycles - shall be distributed proportionally between the two sites based on the respective bicycle parking demand per the proposed uses.
14. As part of the Development Plan submittal, the applicant shall provide an updated and final traffic impact study that includes any mitigation measures to reduce impacts on adjacent streets and intersections.
15. As part of the Development Plan submittal, the applicant shall provide the final housing mitigation estimate for the restaurant, bar, and spa/exercise areas that includes the total number of hotel rooms, floor plans, and all associated floor area tied to each use.
16. As part of the Development Plan review process, the applicant shall continue discussions with Town staff and the Cache Creek Motel on whether the alley should be a two-way or one-way alley.

Key Issues/Policy Questions

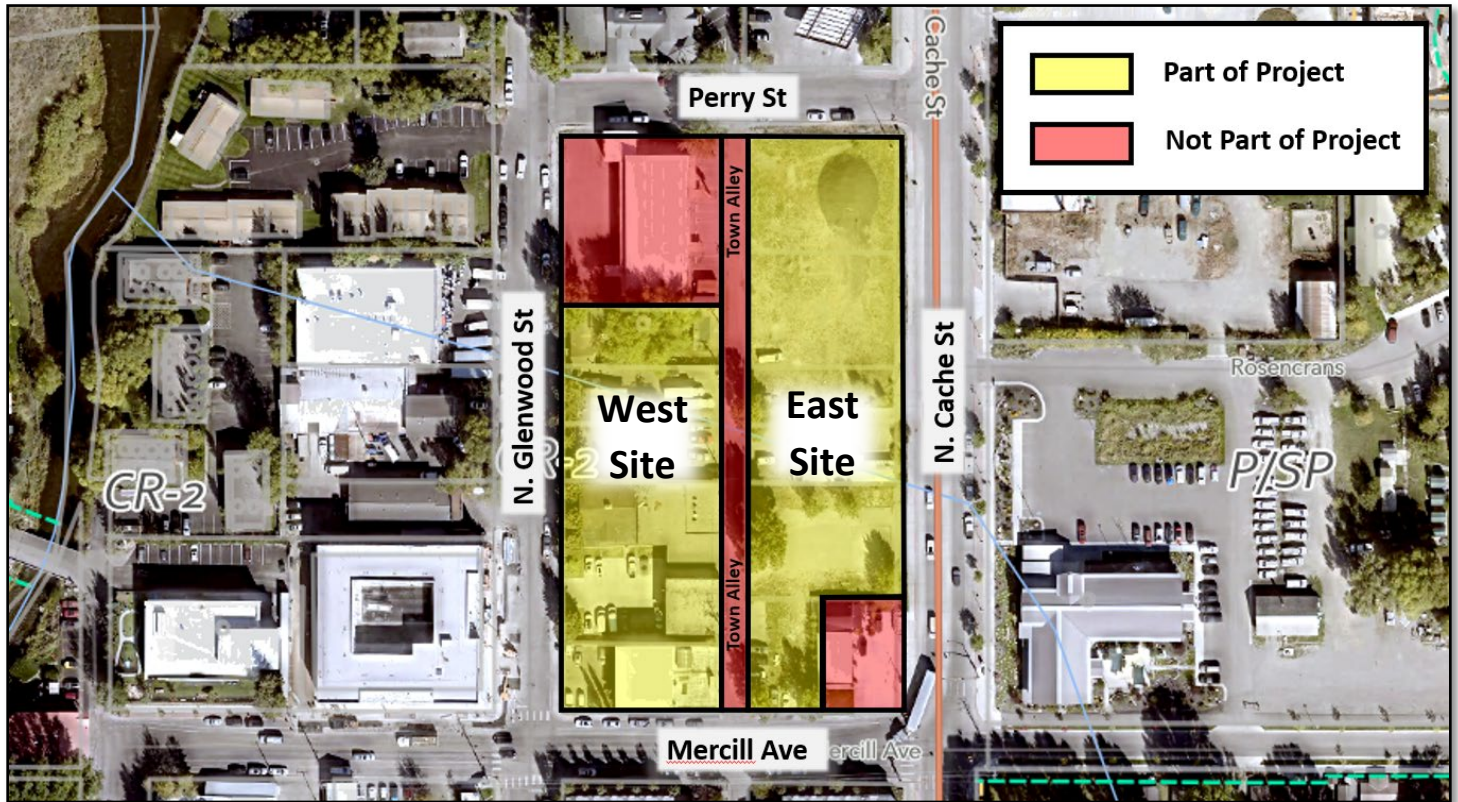
- Does the Town Council have any concerns over the proposed vehicle access plan which includes improvements, including a roundabout, to the alley?
- Does the Town Council find that the project's character, bulk, and scale are consistent with the Town Design Guidelines?

Project Location.

The subject properties are listed below and an aerial photo is shown below on the following page:

- 325, 335, 345, & 375 N. Cache Street (LOTS 1-8, BLK. 3, JONES)

- 45 Merrell Avenue (W. 60' OF LOTS 9-10, BLK. 3, JONES)
- 65 Merrell 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.

Background:

The entire subject property is within the CR-2 zoning district and Lodging Overlay (LO). As proposed, the development utilizes 11 properties (2.46 acres, or 107,121 sf total land area, or roughly fourteen (14) 7,500 sf town lots) within a downtown block surrounded by four streets: North Cache Street to the east (400 linear feet), Merrell Avenue to the south (200 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 (Cache Creek Motel) and 315 N. Cache Street (restored service station). All existing development within the subject property will be demolished and 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 Merrell Avenue to the south. The applicant is not requesting to vacate any portion of the alley nor is the applicant proposing any building encroachments into or under the alley.

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 per State requirements during the redevelopment of the site.

Project Description:

The applicant is requesting Sketch Plan approval for a new approximately 190,000 sf (total habitable above and below grade) mixed-use hotel and condominium development within five buildings with underground parking. The project consists of two development sites bifurcated by an alley: the “East Site” along North Cache and the “West Site” along North Glenwood. As proposed, the East Site consists of four commercial buildings each less than 35,000 sf (Buildings B, C, D & E) with a shared underground parking garage. The West Site consists of one 100% residential building (Building A) with an underground parking garage that uses the 2:1 Workforce Housing Bonus (2:1 Bonus). All buildings are three stories ranging from 35’-42’ tall. Buildings A, D & E include one level of basement (mostly parking but with some habitable space too).

As proposed, the overall development consists of 109 hotel rooms, 17 market long-term residential units (2:1 Bonus), 16 workforce-restricted units (2:1 Bonus), 155 parking spaces, a spa & fitness center, a restaurant & bar, and two rooftop decks. The development’s total gross square footage is 244,607 sf (178,730 sf above grade and 65,877 sf below grade) and 190,339 sf of that total gross square footage is habitable conditioned space (both above and below grade).

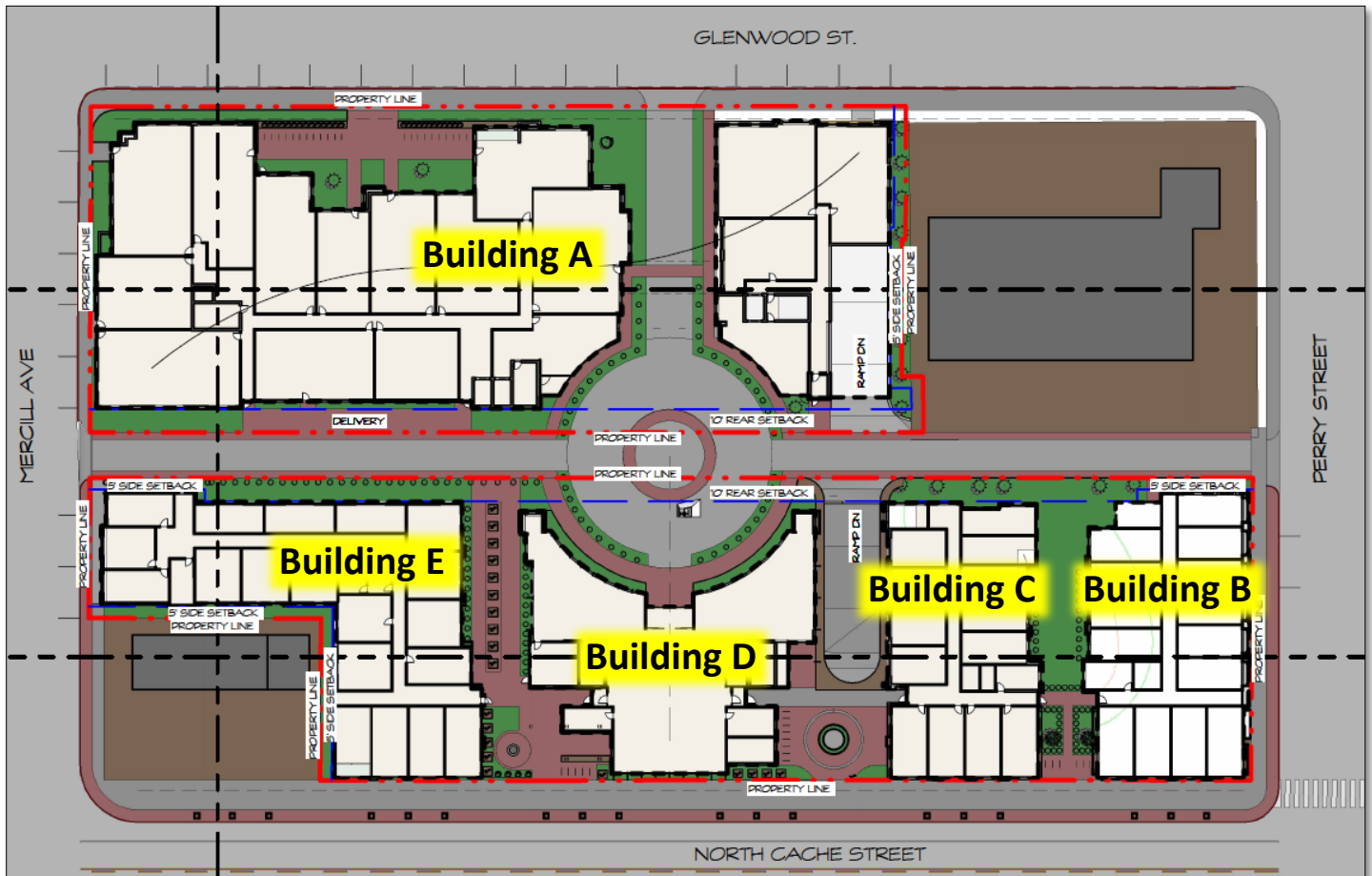
The applicant is proposing to transfer all of its base commercial floor area from the West Site to the East Site and then use the entire West Site for 2:1 Bonus residential development. This transfer does not increase the total amount of development in the project but it does allow the applicant to split all (or nearly all) of the commercial floor area onto the East Site while reserving the West Site for residential uses. More specifically, the result is that all 81,348 sf of their allowed maximum base 0.8 Floor Area Ratio (FAR) of 85,696 sf for commercial hotel uses is located on the East Site within buildings B, C, D & E.

The applicant is then proposing to use the 2:1 Bonus (mostly in Building A, some in Buildings B & E) to add approximately 97,382 sf of additional above-ground habitable floor area (including associated circulation space). This brings the total FAR for the entire project to 1.67. Of the 2:1 Bonus floor area, 53,745 sf is dedicated to 17 on-site market long-term residential units, and 27,840 sf is dedicated to 16 on-site workforce-restricted units all of which are intended to be ownership condominiums. The market condos range in size from 1,957 sf to 4,094 sf and the workforce condos range in size from 979 sf to 3,445 sf. The proposed exterior materials at this conceptual phase include various types of metals, wood, stone, and concrete. Below is a breakdown of each level of each building by square footage and use:

- **BUILDING A: 115,829 sf gross**
 - Basement (39,430 sf), First Floor (29,540 sf), Second Floor (25,407 sf), Third Floor (21,452 sf).
 - Uses: 102 parking spaces, 12 market condos (2:1 Bonus), 16 workforce-restricted condos (2:1 Bonus), rooftop deck.
- **BUILDING B: 20,723 sf gross**
 - First Floor (7,214 sf), Second Floor (7,226 sf), Third Floor (6,282 sf).
 - Uses: 28 hotel rooms, 2 market condos (2:1 Bonus).
- **BUILDING C: 21,279 sf gross**
 - First Floor (7,195 sf), Second Floor (6,743 sf), Third Floor (7,341 sf).
 - Uses: 36 hotel rooms.
- **BUILDING D: 49,546 sf gross**

- Basement (25,569 sf), First Floor (8,671 sf), Second Floor (7,170 sf), Third Floor (8,137 sf).
- Uses: 53 parking spaces, spa/fitness area, restaurant/bar, lobby, 8 hotel rooms, rooftop deck.
- **BUILDING E: 37,229 sf gross**
 - Basement (5,037 sf), First Floor (11,132 sf), Second Floor (10,519 sf), Third Floor (10,541 sf).
 - Uses: 37 hotel rooms, 3 market condos (2:1 Bonus).

Proposed Site Plan with Buildings A-E:



Regarding the site plan, the primary entrance to the hotel buildings and the residential building are located off the alley. The applicant is proposing their primary vehicular access off North Glenwood, along with secondary access points from the existing alley that can be entered from Mercill Avenue on the south or Perry Street on the North. The applicant plans to improve each entryway, including the alley, with sidewalks and landscaping similar to a private street. A large vehicular roundabout (roughly 100' in diameter) is proposed where the Glenwood entrance intersects the alley midway through the development. This roundabout will serve as the main guest entrance to the hotel lobby to Buildings B-E on the East Site and also provide access to the main lobby entrance to residential Building A on the West Site. The roundabout is proposed to maintain a level grade and not include a raised center island common on most roundabouts. Valet parking is proposed for hotel guests only.

Access to the two underground parking garages on each site will be taken directly from the alley. The two underground parking garages are not connected in any way. Although the three vehicular entrances also serve

as pedestrian entrances to the development, pedestrians can also access the site from North Cache at multiple locations and pedestrians can pass through the site to the alley between Buildings D & E. Pedestrian improvements will be provided on all four perimeter streets, consisting of a 5'-wide attached landscape planting buffer and a 6' detached sidewalk.

Analysis.

Moratorium Compliance

The applicant's Sketch Plan was deemed sufficient on November 14, 2024, which was during the emergency Large Building Moratorium that temporarily limited the maximum building size of *commercial* buildings to 35,000 sf but did not limit the size of 100% residential buildings. Although the moratorium ended on November 20, 2024, resulting in a new maximum building size of 40,000 sf to 50,000 sf for this zone and several others, the applicant was vested under the moratorium's 35,000-sf maximum commercial building size rule and no limit on 100% residential buildings.

Upon deeming the Sketch Plan sufficient, staff confirmed that the four commercial hotel buildings east of the alley along North Cache (Buildings B - E) were each less than 35,000 sf in total habitable square footage. Although Buildings B - E share a single basement parking garage (which was allowed under the moratorium), all four buildings are independent and have no other internal connections aside from the underground parking garage. Because the moratorium did not apply to 100% residential buildings, the proposed Building A on the west side of the alley (+/-72,500 sf in total habitable), which is comprised entirely of the 2:1 Bonus floor area, was not subject to the moratorium.

Additionally, as a result of LDR changes made after the emergency moratorium, all new developments that trigger a Sketch Plan also require a Conditional Use Permit (CUP) as a means to consider and review additional impacts on traffic generation, environmental resources (e.g., wildlife permeability), historic resources, water quality (e.g., stormwater runoff, groundwater quality), and other important Town resources. However, again, because the applicant's Sketch Plan was deemed sufficient during the temporary emergency moratorium, this new CUP is not required. Even so, the Town can still request or require additional information or studies related to off-site impacts, such as traffic or groundwater, as part of the Sketch Plan and future Development Plan if necessary for the Council to make the required permit findings. For example, Finding #3 for Sketch Plan reads as follows:

Finding #3 - The proposed project does not have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities."

Comparison to the Previous Sketch Plan

Although the previous Sketch Plan design (which included a single large building) was withdrawn, staff has provided a table below on the following page that summarizes a few key changes from the previous Sketch Plan to help understand how this project has evolved due to the big building moratorium and subsequent amendments to the LDRs. As shown, the proposed project is roughly a third smaller in square footage and less dense in hotel rooms & condominiums.

SUBJECT	PREVIOUS PROJECT (WITHDRAWN)	PROPOSED PROJECT	DELTA (Increase/Decrease)
Gross Square Footage (habitable + non-habitable)	365,980 sf	244,607 sf	-121,373 sf
Gross Habitable Floor Area (above and below grade)	290,000 sf	190,339 sf	-99,661 sf
Above-Ground Habitable Floor Area	200,641 sf	178,730 sf	-21,911 sf
Below-Grade Square Footage (habitable + garage)	165,339 sf	65,877 sf	-99,462 sf
Lodging Use	89,896 sf 171 hotel rooms	81,348 sf 109 hotel rooms	-8,548 sf -62 hotel rooms
Residential 2:1 Bonus M = Market W = Workforce	110,745 sf 2:1 (M): 36 on-site units 2:1 (W): 38 off-site units	97,382 sf 2:1 (M): 17 on-site units 2:1 (W): 16 on-site units	-13,363 sf -19 (M) units -22 (W) units
Stories	3 stories 2 basement levels	3 stories 1 basement level	-1 basement level
Parking	220 spaces	155 spaces	-65 spaces
Basement Volume (approximates)	1,526,767 cubic feet 56,546 cubic yards	724,647 cubic feet 26,838 cubic yards	-802,120 cubic feet -29,708 cubic yards

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. It is common for Sketch Plans to include numerous conditions of approval that need to be addressed later as part of a Development Plan. This means that the Planning Commission, Design Review Committee, and Town Council will essentially review this project twice before building permits can be submitted. After reviewing the applicant's submittal, staff finds that, as conditioned, the proposed project complies with the LDR requirements of the CR-2 zone for a Sketch Plan. Sketch Plan approval permits the submittal of a Development Plan, it does not permit actual construction. The applicant will be required to address any concerns raised during Sketch Plan and meet all conditions of approval when they apply for a Development Plan. Below is an LDR Compliance table for the CR-2 zone:

	CR-2	Proposed	Complies?
FAR	0.8 base max (85,696 sf) + 2:1 Workforce Housing Bonus (no sf limit & must all be on-site)	Base FAR = 81,348 sf 2:1 Bonus = 97,382 sf Total Above Ground Habitable = 1.67 FAR or 178,730 sf	Yes

LSR	10% or 11,300 sf	15% Or 16,068 sf	Yes as conditioned
Plant Units	11 required	Not shown. Condition of approval added.	Yes as conditioned.
Height	42' – 46' (determined by roof pitch)	35'-42'	Yes
Stories	3 max (no limit on basements)	3 stories per building. Buildings A, D & E have 1 level of basement.	Yes
Parking	<u>CR-2 Standard:</u> Lodging: 0.75 per room Condos: 1.5 per DU Restaurant: 1/73 sf of seating Bar: 1/40 sf of seating <u>Parking Credits:</u> Street Parking Credits = 21 TOTAL CREDITS = 21 spaces (credits can only be used to mitigate the commercial uses and cannot be used for lodging/residential condos)	<u>Requirement:</u> Lodging (109 rooms) = 82 spaces Condos (33) = 50 spaces Restaurant (3,549 sf) = 49 – 20% (shared LDR allowance) = 39 spaces – 33% (public use) = 26 spaces Bar (698 sf) = 18 – 20% (shared LDR allowance) = 14 spaces – 33% (public use) = 9 spaces TOTAL REQUIRED: 167 spaces – 21 on-street credits = 146 spaces (6 must be ADA) TOTAL PROPOSED: East Garage (53) + West Garage (102) = 155 spaces (6 ADA spaces)	Yes
EVSE Parking	30% EVSE Capable = 47 req. 5% EVSE Installed = 8 Req.	EVSE Capable = 53 provided EVSE Installed = 9 provided	Yes, as conditioned.
Bike Parking <i>LT = Long Term</i> <i>ST = Short Term</i>	<u>Hotel (1 per 11 lodging units)</u> 109 / 11 = 10 required <u>Residential (0.75 per bedroom)</u> Final bedroom count unknown. <u>Restaurant/Bar (1 per 22 seats)</u> Final seating count unknown.	92 bike parking spaces provided (41 short-term and 51 long-term)	Yes, as conditioned.
Primary Street Setback (Cache)	0' – 10'	0' – 10'	Yes
Primary Street Setback (Glenwood)	0' – 10'	0' – 10'	Yes
Secondary Street Setback (Mercill)	0' – 10'	0' – 10'	Yes

Secondary Street Setback (Perry)	0' – 10'	0' – 10'	Yes
Side Interior Setback (adjacent to Cache Motel)	5' min	5'	Yes, as conditioned.
Alley Setback	5' - 10' min	5'-10'	Yes, as conditioned.
Street Façade Width (min)	Cache: 70% of 400' = 280' of building within the 0'-10' setback range. Mercill: 35% of 200' = 70' of building within the 0'-10' setback range. Glenwood: 70% of 350' = 245' of building within the 0'-10' setback range. Perry: 35% of 130' = 46' of building within the 0'-10' setback range.	Cache: +/-290' provided Mercill: +/-171' provided Glenwood: +/-308' with forecourt Perry: +/-123' provided	Yes
3rd Story Step-back	10' stepback for 40% (min) of building Cache: 40% min req. Mercill: 40% min req. Glenwood: 40% min req. Perry: 40% min req.	Cache: +40% provided Mercill: +40% provided Glenwood: +40% provided Perry: +40% provided	Yes
Pedestrian Frontage	13'6" for Trees in Grate	13'6" Trees in Grate	Yes

Definition of a Site

The Town LDRs define a site in Division 9.5 as *“the entire area of the land on which a use or development is existing or proposed. A site may be a portion of a lot of record or may include multiple lots of record.”* Over the past few years, the Town Planning Director and Town Council have interpreted this definition to include lots of record that are under unified ownership and control that can be physically separated by a road or alley. A formal interpretation (Item P22-113) was requested in 2022 in which the Planning Director established this interpretation in writing to help clarify the full definition of a site . Recent examples of this new interpretation being applied to development sites with multiple lots separated by a road include Flat Creek Apartments, Hotel Jackson, and St. John’s Hospital/Hitching Post.

Staff mentions this because the proposed development includes lots of record that are physically separated by a public alley. Staff finds that because all properties proposed for development are under unified ownership and control, the lots of records on both sides of the alley can be treated as one contiguous site which is important because the applicant is proposing to transfer all of their allowed base commercial FAR from the West Site to the East Site. Overall, staff is supportive of the applicant’s proposal on the condition that an affidavit affecting title is recorded against all properties that acknowledges the FAR transfer from the West Site to the East Site

and account for the remaining unused commercial FAR, if any, on the East Site. The West site would have no additional commercial FAR but could use future bonuses should they exist and may use the commercial transfer of development rights as part of the Town's historic preservation program according to LDR Division 5.9. Staff has added a condition of approval (Condition #10) to address this matter.

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.

Staff finds that as conditioned, the project is generally consistent with the above-mentioned goals for a Sketch Plan-level design. Overall, the proposed development is mixed-use with lodging, restaurant/bar, and residential uses which are desired. In addition, the parking is underground and not visible from the public roads which creates more opportunities for attractive street walls and interesting ground-level activities. New pedestrian improvements will be provided adjacent to the building on all streets which will be an improvement 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 existing developments. Regarding the second goal related to consistent building size, attractive street walls, and the use of good urban design principles, staff finds that the project includes an attractive street design through the use of multiple buildings, variations in the architecture and massing, and larger open/public spaces that help break up the street wall. Please see the Design Review Committee (DRC) section below for more details on design principles related to the Design Guidelines.

Benzene Plume & Groundwater

The applicant originally provided a geotechnical report with the previous Sketch Plan - which was withdrawn - that acknowledged the existing site contamination due to the historical Texaco that used to be located at the northeastern corner of the development (375 N. Cache Street). That geotechnical report has not yet been updated to reflect the newly proposed Sketch Plan, which is significantly smaller and includes only one basement level instead of two. However, the applicant has provided the previous report because it provides site details such as water table levels and general methods for dealing with contamination and groundwater. The applicant is aware that they will be required to update the geotechnical report for Development Plan and work with WYDEQ to obtain any required permits before commencing construction that address the removal and/or treatment of any contaminated soil and groundwater. To ensure all necessary permits are obtained from Wyoming Department of Environmental Quality (WYDEQ) prior to commencing construction, Condition #7 was added.

Because the Town Council and general public expressed specific concerns during the review period of the previously withdrawn Sketch Plan related to contaminated soil and the handling of groundwater, it is especially important for the Town to ensure these concerns are addressed early on in the review process to avoid

negatively impacting the Town storm's sewer system, neighboring properties, and nearby public resources such as Flat Creek. The applicant has stated they are proposing to treat and re-inject any encountered groundwater back into the ground which is a common practice used during construction. However, the initial and long-term on-site and off-site impacts are unknown. The applicant has stated in their submission that at their expense they will *"hire a qualified environmental remediation consultant to analyze impacts and remediation alternatives and shall provide a copy of the report to council for its input. Such consultant's report will address the means and methods of addressing contaminated soil such as through dig and haul, insitu soil stabilization, insitu chemical oxidation, soil shredding, onsite soil mixing and chemical oxidation."* The applicant also states that once the Sketch Plan is approved and they know their final site design, they will re-study the new site design and provide an updated geotechnical analysis which will inform the amount of dewatering and the methods by which such subsurface water shall be treated and disposed of.

Staff notes that a Sketch Plan is a conceptual review of a project and it is typical for final details, and studies - in this case, the final geotechnical report and information on the handling of soil and groundwater - to be provided with the Development Plan. In addition, one of the purposes of the Sketch Plan is to identify development-related issues, often as conditions of approval, to be addressed in more detail in the Development Plan. In consideration of this important issue, staff has added a condition approval (Condition #11) requiring that at the time of Development Plan submittal, the applicant shall provide a final geotechnical analysis, which includes a comparison to the previous project showing changes in soil treatment and groundwater volumes along with a Remedial Action Plan prepared by a qualified environmental remediation consultant that analyzes impacts and remediation alternatives for both the contaminated soil and groundwater both during and after construction. Upon submittal, the Town will send all relevant analyses to a qualified environmental remediation consultant for third-party review.

Building & Site Design

As proposed, this development 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 total proposed habitable square footage of approximately 190,000 square feet. Comparably, the overall development - which is both hotel and residential - is over two times the size of the Pearl/Cache redevelopment (roughly 80,000 sf) and over two times the size of Cloudveil hotel (roughly 75,000 sf with 100 keys). However, if you only compared the lodging element, the proposed development is close in size to the above-referenced developments at roughly 81,000 sf. But despite the site's very large size, the CR-2 zone does not 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. However, unlike the previous zoning before the emergency moratorium which had no building size maximum, the commercial buildings proposed with this Sketch Plan are required to be no larger than 35,000 sf which significantly improves the overall site design & character by breaking up the development into more of a complex of buildings which provides visual relief and architectural variation along this development's lengthy street frontages.

At a conceptual level, staff finds that the proposed buildings and site plan are consistent with the goals of the CR-2 zone by hiding all the parking from public view, creating a strong street wall, and holding the street corners, while still setting back portions of the building along each street to break up the street wall, providing pedestrian entrances/courtyards on multiple streets, and providing private outdoor spaces (i.e., balconies, rooftop decks, at-grade open spaces). The project includes buildings that are all three stories with a combination of flat and pitched roof designs that all comply with the maximum building height. As a result of the third-floor stepback requirement, the buildings have 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, balconies have been

provided on the second and third floors along each street which further provides some relief along the street facades. Below on the following page are two conceptual 3D contextual images showing the overall project from two prominent street corners:

Corner of North Cache and Perry Street:



Corner of Mercill Avenue and North Cache:



Design Review Committee (DRC)

The DRC first reviewed the project on January 8, 2025, which resulted in the DRC continuing the item for a second review. Aside from directing the applicant to address specific Design Guidelines criteria such as questioning the architectural character relative to Jackson Hole, the number and application of windows, building rhythm, and pedestrian experience, the DRC overall was pleased with how the project has evolved and improved from the last time they reviewed it as a single building development. The DRC attributed the project's improvements to the moratorium that required separate buildings allowing the site to be broken up which helps with improved circulation and open space, allows variations in architectural style from one building to another which enhances the visual experience along the street, and ultimately resulted in a smaller, less-dense development. The DRC also favored the new access plan that avoids North Cache and instead places the hotel entrance off North Glenwood and the alley creating a unique experience as guests arrive that other hotels in Town do not offer.

At the February 12th DRC meeting, the DRC stated that the design had improved from the previous submittal but ended up continuing the item directing the applicant to further study the architectural style of each building and modify the overall design and application of materials to improve the cohesiveness of the overall project. The DRC also felt that the application of materials and design elements still felt chaotic along North Cache and that the applicant needed to simplify the design along this frontage. The DRC also felt that Building C was the most different in architectural style and needed to better relate to the other buildings. Finally, the DRC stated that the applicant needs to tone down the "heroic" moves at the corners/bookends along North Cache which also includes downsizing some of the "supersized" portions of the third level of certain buildings that have exaggerated roof heights that reach 19' in some cases. Overall, the DRC felt that the project needed one more review to finalize concerns over massing and the architectural theme before progressing to the Development Plan.

At the March 12th DRC meeting, the DRC recommended approval of the project as presented. The DRC stated that the applicant adequately addressed their concerns from the previous meeting and found the project to comply with the Design Guidelines.

Planning Commission (PC)

The PC first reviewed this project on February 19, 2025. The PC had a lengthy discussion about the project and continued the item because they wanted the DRC to complete its third and final review, which had not yet occurred. The PC also directed the applicant to demonstrate compliance with the 10% landscape requirement on the site plan, provide proof of historical housing credits per the Land Development Regulations (LDRs), demonstrate a conceptual level bike parking plan, provide details on the final parking requirement and any requested relief, show areas of snow storage and how snow will be managed, and provide a copy of the previous geotechnical analysis.

The PC later reviewed this project on March 19, 2025, after the DRC's final review and recommendation of approval and after receiving all of the other requested information. The PC then unanimously recommended approval to the Town Council as presented and conditioned by staff. Below are the primary discussion topics at the meeting:

- PC supported a parking reduction for the restaurant/bar uses that was predicated on the applicant's proposal to reduce parking by 33%. The PC was also supportive of a parking reduction to encourage breaking the larger workforce units up into smaller units.

- PC was supportive of the ally improvements and general access plan, but understood that it would set a precedent for other projects.
- PC asked about the future relationship between the residential HOA and the hotel, specifically as it relates to unnecessary or expensive improvements that would pass costs onto the workforce-restricted units. Staff mentioned that the housing rules and regulations already have limits on HOA dues for deed-restricted units when they share an HOA with market units.
- PC was interested in the long-term groundwater monitoring and whether monitoring would be required, and who would conduct the monitoring. According to the Town Engineer, DEQ currently does monitoring and would likely do future monitoring if necessary.
- Some PC members shared concerns that the location of the loading area adjacent to the residential building would negatively affect the quality of life, especially on the workforce-restricted units closest to the loading area. One suggestion was to shift the loading area to the East Site adjacent to the hotel.
- Some PC members expressed concern over the 3,400 sf workforce-restricted unit and stated their preference was to split it into two smaller units to help make the units more affordable, even though the LDRs do not have any limits on the size of workforce units.
- The PC encouraged the applicant to continue to explore more ways to improve and enhance the pedestrian scale and experience as part of the Development Plan.

Vehicular Access

As conditioned, staff finds that the proposed access plan complies with the LDRs and offers significant improvements from current conditions through the consolidation of access points. Overall, the number of curb cuts along North Cache will be reduced from four to zero and from four to one along North Glenwood Street. No curb cuts are proposed along Mercill Avenue or Perry Street. The proposed plan is also practical in that it utilizes North Glenwood and the alley as the primary access points to all buildings and the underground parking garages which help screen parking and traffic from public view. Furthermore, the proposed plan distributes traffic impacts onto less congested streets (i.e., North Glenwood, Perry, and Mercil) while avoiding North Cache altogether which is a busy state highway and gateway into town. Because no access is proposed off North Cache, which is owned and maintained by the Wyoming Department of Transportation (WYDOT), WYDOT has not presented any concerns over the proposed access plan to utilize North Glenwood and the alley as the main three access points.

A central component of the applicant's proposal is to use, improve, and maintain a public alley as part of their primary vehicular and pedestrian access. Although it is common for various types of developments to use an alley for access, and is allowed by the LDRs, the Town has not yet reviewed a commercial project of this scale that not only locates its primary entrance off the alley, but proposes improving the alley with a higher grade surface material than asphalt, installing a snow melt system, and incorporating a roundabout. The applicant has stated that the roundabout will maintain a level grade and not include a raised center island common on most roundabouts. The reason for this is to allow all types of vehicles, especially large trash trucks and delivery vehicles, to drive the length of the alley without any obstacles. In general, the proposed plan presents no immediate concerns as it relates to LDR compliance and is visually beneficial because nearly all of the hotel traffic and parking will be screened from public view. In addition, activating the alley with multimodal use is supported by Planning staff provided it continues to provide public access and function as an alley.

Town Engineering, however, has raised some concerns over the proposed unconventional use of a public alley and has provided recommendations on who and how the alley should be maintained moving forward should the Town Council agree to the proposed plan. In summary, Town Engineering does not want to be responsible

for any maintenance and repairs of the proposed alley and are recommending that as part of the Sketch Plan approval, a condition of approval be added that lays out specific high-level terms and conditions that will be included in a future Development Agreement. Ultimately, the Town Council has a policy decision to make on whether they support the proposed improvements. If the Council is interested, the Town and applicant will be required to later enter into a Development Agreement. Additional agreements, such as those related to maintenance and operations, and recordation of easements may also be required. Condition #12 has been added if the Council is interested in the proposed alley improvements.

In addition, it is still unknown whether the alley will be two-way or one-way. At this time staff is expecting the alley to function as a two-way alley but Condition #16 was added requiring the applicant to continue discussions with Town staff and the Cache Creek Motel during the Development Plan review on the desired use of the alley as it specifically relates to it functioning as a two-way or one-way alley.

Parking

As stated above in the LDR compliance table, 155 total on-site spaces are provided within two underground parking garages to meet the 146-space requirement. As proposed, the West Site provides 102 parking spaces and the East Site provides 62 parking spaces. Adequate ADA and EVSE parking has been provided as conditioned.

Because the West Site has a surplus of parking that will be used to meet the demands of the East Site, a shared parking agreement will need to be recorded and staff has added a condition of approval (Condition #3) requiring the applicant to provide a draft Shared Parking Agreement with the Development Plan that will eventually be recorded against all properties to ensure each building has LDR-required parking in perpetuity. Staff has also included language in Condition #3 requiring the applicant to provide a phasing plan that ensures Building A is completed (i.e., Certificate of Occupancy) before Buildings B – E due to the parking distribution.

Regarding the lodging and residential uses, a total of 132 dedicated spaces have been provided which complies with the LDRs. This leaves 44 spaces (23 on-site + 21 on-street) available to serve the other commercial uses on-site such as the restaurant, bar, and exercise/spa. When it comes to hotel amenity spaces such as small bar/food areas, conference spaces, spas, and fitness facilities, the LDRs exempt these spaces from parking requirements under the assumption that they primarily serve guests who are already parked and staying at the hotel. The applicant states that the restaurant & bar will primarily serve hotel guests, but has acknowledged they would not turn service away from the general public. As of result, the applicant is proposing to park 66% of the restaurant and bar, which staff is currently supportive of. 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. The applicant mentioned at the Planning Commission meeting that if the Town is not supportive of their proposal to park 66% of the restaurant and bar, they can provide vehicle stackers in the basement.

At this conceptual stage of the project, the management of parking is still being discussed and final details will be provided with the Development Plan as conditioned (Condition #2). The applicant has provided a preliminary parking management plan that indicates the intended location for hotel and residential parking spaces. At this time, hotel guest parking will be managed through valet parking but residential owners/tenants will self-park. Regarding commercial parking needs, the applicant is showing 23 parking spaces that will be allocated in the East Site parking garage to serve the restaurant, bar, and exercise/spa. Ultimately, the final parking management plan, which may look similar to what is provided, will be required with the submission of the Development Plan.

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 is appropriate for Glenwood Street. Overall, this will be an improvement to the existing conditions which include an attached 4'-5' sidewalk around the entire block. These improvements will not only enhance pedestrian safety and function along the frontages of this project but will significantly improve the overall appearance of this block. The applicant will only be responsible for installing new sidewalks along their property frontage on each street. The southeast corner (adjacent to 315 N. Cache St.) and northwest corner (adjacent to 390 N Glenwood St.) of this block are not adjacent to the development and thus will not receive new pedestrian improvements unless they are voluntarily provided by the applicant.

Lighting

At this time, a lighting plan has not been developed since this is a conceptual level review and thus staff is unable to verify full compliance with LDR Section 5.3.1 (Exterior Lighting Standards). Lighting plans typically are not fully developed until the building permit submittal. However, the applicant is aware that all future lighting will be required to be dark sky compliant. The CR-2 zone permits a maximum of three lumens per sf of site development with a maximum of 50,000 lumens per acre of site development and a maximum of 2,000 lumens per acre of site development for unshielded fixtures. Based on the proposed site development of 90,121 sf, the total allowed lumens for shielded fixtures will be limited to 109,003 lumens plus 4,000 lumens for unshielded fixtures. It should be noted that exterior lighting required by the Building or Fire Code or lighting deemed necessary for public safety is exempt from the above-mentioned lumen maximum.

Landscaping

The CR-2 zoning district has a minimum required LSR of 10%, which when applied to the subject property's size of 107,121 sf, results in at least 10,712 sf of landscaping. Of that requirement, roughly 2,142 sf can be provided in the form of planters. At this time, the applicant is providing roughly 16,000 sf - or 15% - which exceeds the minimum requirements. In addition, a minimum of 11 plant units are required and the applicant will need to demonstrate compliance with this number as part of the Development Plan. These 11 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 11 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 11 plant units (Condition #1).

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 towards the interior of the site or in between buildings. 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 (Condition #1) addressing this matter.

Trash & Loading

Although the project is at a conceptual level, the applicant is showing designated trash storage and pick-up areas for each site that are accessed directly from the alley. Alleys are intended to be used for services such as trash pick-up and thus staff is supportive of the proposed plan and finds it to comply with the LDRs.

Regarding loading/unloading, the applicant is proposing to accommodate large delivery trucks (such as semi-trucks, UPS, and FedEx) by carving out a 10'-wide designated loading area along the shoulder of the alley adjacent to Building A that would allow loading to occur on private property. Although dimensions of the loading area length and how this area will service the various buildings along this 500'-long stretch of alley, there initially appears to be enough room to accommodate a single semi-trailer truck or up to two UPS/FedEx delivery trucks. Staff notes that the applicant is allowed to use the alley itself for loading access and alleys throughout town are used similarly and delivery trucks often temporarily block a portion of an alley during their delivery. However, proposing a designated loading area on private property will help reduce traffic and delivery impacts on the Cache Creek Motel which is the only other property that relies on this alley. Staff has added a condition (Condition #10) requiring the applicant to provide more details on how large deliveries will occur, the direction of trailer truck travel, a semi-truck trailer turning movement plan, how each building will be serviced for deliveries, and dimensions for the loading area. at the time of the Development Plan submittal.

Snow Storage

The applicant has provided a conceptual-level snow storage plan indicating locations of snow storage that appear to comply with the minimum LDR requirement of 2.5% of impervious surfaces. The 2.5% requirement does not include impervious surfaces within public alleys or public roads. The applicant is also proposing snow melt systems throughout their development and portions of the alley (which is allowed provided a development agreement is approved). Being that this is Sketch Plan, staff has added a condition of approval (Condition #4) requiring that as part of the Development Plan submittal, the applicant shall provide the final snow storage plan relative to the proposed on-site impervious surfaces.

Bicycle Parking

This Sketch Plan was deemed sufficient after the adoption of the updated bike parking standards. Based on the number of hotel rooms, the tentative number of residential bedrooms, and the anticipated number of restaurant/bar seats, the applicant is proposing to provide a total of 92 bike parking spaces: 41 short-term and 51 long-term. On the East Site, short-term bike parking is shown in three locations along North Cache and long-term bike parking is shown in the basement under Building E. On the West Site, short-term bike parking is shown along Glenwood Street in one location near the main entrance and long-term bike parking is shown in the basement.

At this conceptual level stage of design, staff cannot yet determine the final required bike parking because the final bedroom count and restaurant/bar seating are unknown. Staff has added a condition of approval requiring final details on bike parking calculations and locations to be provided with the Development Plan (Condition # 13). Staff notes that the minimum required short-term and long-term bicycle parking spaces – including required accommodation for larger and alternative bicycles - shall be distributed proportionally between the two sites based on the respective bicycle parking demand per the proposed uses.

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 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 10.160 units compared to an initial housing requirement of 14.401 units, leaving an estimated final requirement of 4.242 affordable units. The applicant has provided documents, photos, and other information that support the housing credits proposed in this Sketch Plan. The current housing calculator showing credits and new requirements can be found below.

Staff would like to point out that the final housing mitigation requirement will likely change as part of the Development Plan when the final lodging bedroom count is provided, and when the final square footages and final floor plans are provided for other uses such as the restaurant, bar, and exercise/spa area. Staff has added Condition #15 which addresses this topic of the final housing mitigation plan.

Step 2: Existing Development					
Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.					
Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	1		25	2.554
Office	0.000247*sf		11654	1	2.875
Office	0.000247*sf		9440	1	2.329
Retail	0.000216*sf		2500	1	0.539
Outfitter/Tour Operator	independent calculation		1325	1	1.440
Heavy Retail/Service	0.000123*sf		3000	1	0.369
Detached Single-Family Unit (U	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		857	1	0.019
Detached Single-Family Unit (U	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		1500	1	0.035
Existing Workforce Housing Credit					10.160
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		109	11.134
Restaurant/Bar	0.000599*sf		5457	1	3.267
Affordable Workforce Housing Required:		4.242 units		Fee-in-Lieu Amount: n/a	

Based on the historical credits and new requirements, the applicant will be required to provide approximately four affordable deed-restricted units plus a fee in lieu. Currently, the applicant plans to meet their affordable

housing requirement by deed restricting market units off-site at The Loop project (1060 & 1080 South Park Loop Drive). It is not yet known whether the applicant plans to pay the fee or decide to deed restrict a fifth unit. 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 of any development, including this one. 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:

- One studio or 1-bedroom unit @ less than 50% Area Median Income (AMI)
- One studio or 1-bedroom unit @ 50-80% AMI
- Two 2-bedroom units @ 80-120% AMI

The applicant is also proposing to use the 2:1 Bonus which currently has no limits on use aside from the need to comply with all physical development standards (i.e., setbacks, building height, LSR, parking, etc.) and Design Guidelines. The applicant is proposing 53,745 sf of on-site "market" floor area (17 market units) and 27,840 sf of on-site "workforce" floor area (16 workforce units) as part of the 2:1 Bonus. The vast majority of the 2:1 Bonus is located within Building A on the West Site, however, five market units are located on the East Site. The average workforce unit size is roughly 1,500 sf and all but two units are under 2,000 sf. The largest unit is 3,445 sf, which is significantly larger than any workforce unit built to date. However, the LDRs do not limit the size of workforce units. Staff finds that the applicant has complied with the 2:1 Bonus by providing the correct amount of workforce housing and complying with other applicable standards such as parking, EVSE parking, bike parking, etc.

Public Comment.

At the time of writing this report, public comment was received and is attached at the end of the submittal packet.

Comprehensive Plan & Priority Alignment.

Sketch Plan. All Sketch Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

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

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies as Conditioned. 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 alley will remain a public alley and will not hinder vehicular access, loading access, and utilities that serve the Cache Creek Motel. Additional information related to the benzene plume and the handling of groundwater and stormwater will be provided with the Development Plan to ensure that adjacent public and private lands, including Flat Creek, are not negatively impacted by the development. In addition, an updated traffic impact study will be provided with the Development Plan (Condition #14) that includes any mitigation measures to reduce impacts on adjacent streets and intersections.

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. As conditioned, staff finds that the application meets all standards of the LDRs and other Town Ordinances.

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.

Fiscal Impact

No fiscal impact has been identified at this time. However, if the Town Council allows the applicant to improve and maintain the alley, the Town would be relieved of most, if not all, maintenance responsibilities, which would slightly reduce costs and time to maintain 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 100-120 hours.

Attachments or Links.

Applicant Submittal
Department Reviews
Public Comment

Suggested Motion.

I move to **approve** Sketch Plan P24-170 for a new approximately 190,000 sf (habitable) mixed-use hotel and condominium development within five buildings with underground parking at the subject properties based upon the findings presented in the staff report, the departmental reviews, and subject to the conditions of approval recommended in this staff report dated May 5, 2025.



April 2, 2025

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

RE: Sketch Plan Application: N Cache Lodging and Residential Development

Dear Paul,

Mogul Capital ("Applicant") has held several productive discussions with the Design Review Committee and Planning Commission regarding the Sketch Plan application for 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street (the "Project"). These discussions assisted in identifying development related issues to be addressed through Development Plan (Sketch Plan 8.3.2.2) and helped us explore alternative designs that may better implement the LDRs (Sketch Plan 8.3.2.3). The Project has received Design Review Committee and Planning Commission approval and is proceeding to the Town Council on April 21st, 2025.

Prior to the meeting with Town Council, Applicant wanted to note a few items that were raised during Planning Commission that Applicant plans to further study and evaluate along with Town Council feedback.

- **Parking Requirement Adjustment:**

- Applicant has proposed an additional reduction in the parking requirements for the Bar and Restaurant spaces in the Project. These spaces are planned and programmed to be open to the public, but given their location within the Project, Applicant is assuming that a vast majority of patrons will be guests of the Project. As such, their occupancy is already captured in the parking requirements of the hotel or the residential building. Applicant is proposing an additional 1/3 (33%) reduction to the parking requirements of the space. Planning Staff has indicated alignment with the proposal.
- Should Council not find this adjustment appropriate, Mogul has several options to meet LDR compliance:
 - Utilize parking stackers in several spaces within the garage. At this time, it is assumed that those spaces would be valet managed.
 - Add/adjust the parking structure for Building B & C. As result of Planning Commission, Community, and Design Review Feedback, Applicant removed the subterranean space beneath Building B & C, which also avoids the DEQ managed, existing environmental contamination (benzene

plume). Excavation of the plume will be DEQ dependent. If the DEQ requires excavation of the contaminated area, Mogul would add subterranean space beneath those buildings to provide the required parking. If the DEQ does not require excavation of the contaminated area, Mogul would explore other avenues to remain LDR compliant if the adjustment is not granted (parking stackers, tandem parking, minimal surface parking).

- **Delivery/Back of House Location(s):**
 - Planning Commissioners noted that Applicant should, in Development Plan, further analyze the location and function of deliveries and back of house/trash for the Project, to create operational efficiencies and reduce disruption for residents. Applicant plans to further study and refine these spaces as we receive indication and approval from the Town Council on the Sketch Plan level, project approval.
- **Workforce Units:**
 - A Planning Commissioner identified concern with the large size of the workforce units. Mogul plans to further study the sizes of these units during Development Plan once a conceptual Sketch Plan approved massing is available.
- **Utility Plan:**
 - Applicant has submitted a proposed utility plan in the Sketch Plan package. This utility plan has been generated based on the Sketch Plan level of detail. Further utility studies and discussions with the Town Engineering Department will take place upon Sketch Plan approval, when Town Council feedback has been received and Project details are better defined, which is typical for Development Plan.
- **Alley Maintenance:**
 - Planning Commissioners noted questions regarding ongoing maintenance of the alleyway, and how that may interact with both Public Works, Town Engineering, and the Cache Creek Lodge's parking access. The current proposal is for Applicant to improve the alleyway and to assume maintenance responsibilities. Maintenance responsibilities and alley improvements are expected to be finalized during Development Plan, pending feedback from Public Works, Town Engineering, and the Cache Creek Lodge.

Applicant worked through several rounds of revisions to meet the preferences of the Design Review Committee and the Planning Commission, which demonstrate Applicant's willingness to continue working with the Town and Community on the Project. Attached is our Sketch Plan Application package. We look forward to moving the application forward and discussing this with the Town Council.

Sincerely,
Brad Wagstaff
Chief Executive Officer



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: 350 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.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: _____
☐ 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 #: P24-146 Environmental Analysis #: NAP
Original Permit #: _____ Date of Neighborhood Meeting: 10/30/24

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?

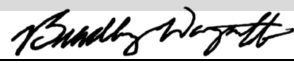
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **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

10/31/2024

Date
CEO

Title



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2. Cover Letter
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7. Parking Summary & Breakdown
8. Conceptual Level Bike Parking Plan
9. Housing Mitigation Plan
10. Housing Mitigation Checklist
11. Housing Mitigation Calculator
12. Construction Management Plan
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14. Utility Usage Estimate
15. Groundwater & ENV Remediation Summary - Summit Consulting Group
16. Geologic Report



March 5, 2025

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

RE: Planning Commission Continuance: N Cache Lodging and Residential Development

Dear Paul,

Please accept this updated Planning Commission and Sketch Plan submittal for 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street (the “Project”). The Project has been reviewed by the DRC multiple times, and the Planning Commission reviewed the Project on February 19th. During the February 19th meeting, the Planning Commission requested to see additional detail on the items listed below. Applicant has provided responses and an expanded submittal package to address the specific items that the Planning Commission requested. Applicant anticipates that the building plans will continue to evolve as we receive more feedback from the community, DRC, Planning Commission, and Town Council, and this is the Sketch Plan conceptual review phase, prior to Development Plan. Please see narrative responses below to the Planning Commission’s requests, and how the package incorporates the feedback received to date.

Planning Commission Comment 1:

- The Applicant needs to demonstrate compliance with the 10% landscape requirement on the site plan.
 - Applicant response to Planning Commission Comment 1:
 - The attached plan set demonstrates the LSR compliance. The Project will be compliant with the landscape requirement. Current calculations indicate a 15% LSR, which well exceeds the 10% landscape requirement.

Planning Commission Comment 2:

- The Applicant needs to provide proof of historical housing credits per the LDRs.
 - Applicant response to Planning Commission Comment 2:
 - The applicant worked with Planning Staff and has provided the proof of the historical housing credits in the Housing Mitigation section of the package enclosed. This backup and proof were previewed and approved by Planning Staff.

Planning Commission Comment 3:

- The Applicant needs to demonstrate a conceptual level bike parking plan.

- Applicant response to DRC Comment 3:
 - The locations of the short term and long-term bike parking are identified in the plan set included herein. The Applicant has also included a multiple page conceptual level bike parking plan herein. In response to specific Planning Commission feedback, Applicant added long term bike parking to the subterranean parking structure under Building A.

Planning Commission Comment 4:

- The Applicant needs to provide details on the final parking requirement and any requested relief.
 - Applicant Response to Planning Commission Comment 4:
 - The attached plan set includes the parking counts and requirements. These are detailed in the plan set, and a summary is included, titled “Parking Summary”, and a conceptual level Parking Management Plan has been included for reference as well.

Planning Commission Comment 5:

- The Applicant needs to show areas of snow storage and how snow will be managed.
 - Applicant Response to Planning Commission Comment 5:
 - The attached plan set identifies the locations of the proposed snow storage. In addition, the plan set identifies the areas of proposed snow melt systems. The plan set is compliant with the snow storage requirement in the LDRs and provides substantial excess snow storage as compared to the 2.5% LDR requirement.

Planning Commission Comment 6:

- The Applicant needs to attach the previous geotechnical/geological analysis so that Planning can understand the ground water.
 - Applicant Response to Planning Commission Comment 6:
 - Attached herein is the prior geological analysis for the Project which includes data on the ground water and geotechnical conditions of the site. As Applicant mentions in the Sketch Plan package, Applicant will be conducting a new geotechnical and geological analysis following conceptual Sketch Plan Approval during Development Plan. Until such time as the Sketch Plan is approved by the Town Council, the Applicant cannot study the final effects of the development. The Sketch Plan package includes a summary from Summit Consulting Group regarding the plans to mitigate the ground water. Of note, as a result of DRC, PC, and Town feedback, the Applicant made revisions to the subterranean plans for the Project, removing the subterranean level in the contaminated portion of the site.

Between the February 19th Planning Commission meeting and this submittal, the following changes were made to the plan set as result of DRC, PC, and Community feedback.

- As a result of the Building C redesign, softening the north east corner of the project, alley way access (including Planning Commission Member’s desires to potentially have a one way alley way) we revaluated the NE east corner of our project and this enabled us to

look more critically at our access and subgrade structure under Buildings B and C which in turn helped us address public concerns regarding the Benzene Plume on site. The DRC and PC discussions have helped identify development related issues to be addressed through Development Plan (Sketch Plan 8.3.2.2) and help us discuss and explore alternative subterranean designs that may better implement the LDRs (Sketch Plan 8.3.2.3). Only the subterranean space was removed, and the above grade space was specifically modified to meet the requests of the DRC.

- The following feedback was received from the DRC, PC, and public which led to these adjustments.
 - DRC noted that Building C needed to be substantially redesigned to include more rhythm, meet the architectural cohesiveness of the rest of the project, reduce “super scaling”, adjusting massing and windows, DRC also noted that the “heroic” moves at the corners/bookends should be tamed down, reducing building height.
 - Planning Commission (Tomas Smits) noted the potential desire to change the alleyway to a one-way street. This led to Applicant reevaluate subgrade parking access having the NE gateway corner modified with a softer and more harmonious design.
 - Planning Commission also required the Applicant to further study the bike parking and bike management plans for the Project, which was done.
 - There have been noted concerns from the Town regarding the existing Benzene Plume on the site and we are seeking to avoid excavation in the plume by reducing the subgrade parking and infrastructure.
- Reprogrammed certain spaces within building D as result of the requested architectural updates.
- Relocated trash on Building A to the alleyway according to the planning’s feedback
- Adjusted and added bike parking to Building A’s subterranean space as per feedback from the Planning Commission.
- Adjusted the restaurant and bar programming to move from the first floor to the second floor.
- Reduced total hotel keys from 112 to 109 keys.
- Reduced total number of condos to 33 residential units.
- Revised site work and showed short term bicycle racks.

As a reminder, the following changes were made per the DRC feedback in the January 8th meeting.

- Additional adjustments to the subterranean level, to align with the Land Development Regulations and ensure that any habitable space is attached to certain building and not running beneath several.
- Reduced total hotel key count from 114 to 112.
- Reduced number of workforce housing units from 19 to 17.

- Reduced number of total market rate residential units from 20 to 17.
- Adjusted the programming of level 3 of building D to include hotel units
- Adjusted the units on Level 3 of Building C to now be programmed as hotel units.
- Adjusted Level 3 of Building E to include market rate housing units.
- Changed the location of the long-term bike parking spaces within the subterranean parking structure.
- Programmed the spa/fitness space in the subterranean level to be connected and accessed through Building D.
- Added back of house space in the subterranean level which is connected and accessed through Building C.
- Adjusted back of house space in the subterranean level which is connected and accessed through Building B.

Mogul Capital looks forward to continuing to progress this Project through the Planning Commission and Sketch Plan process. Mogul Capital is looking forward to hearing the Planning Commission's feedback on the additional information for the Project.

Sincerely,

Brad Wagstaff
Chief Executive Officer



March 5, 2025

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

RE: Sketch Plan Application: N Cache Lodging and Residential Development

Dear Paul,

Please accept this Sketch Plan Application for 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street (the “Project”). We have completed the required steps to proceed with our formal Sketch Plan Application and are looking forward to proceeding in the process. Mogul Capital has worked through the Sketch Plan Pre-Application process and held a productive conversation with the Town Staff and related department representatives. In addition, Mogul Capital held the required neighborhood meeting and included the notes from the discussion and list of attendees herein.

The Project is planned to primarily include a mix of hotel, market rate residential, and workforce housing. Amenities are also planned to benefit the hotel guests, residents, tourists, and residents of the Town of Jackson. The shared amenities include a bar, restaurant, and spa space. The condominiums and hotel will also benefit from fitness spaces, pools, and hot tubs. As currently programmed, the Project includes 109 hotel rooms, 17 units of market rate residential units, and 16 workforce housing units. The Project will include subterranean parking structures that abide by the land development regulations and provide adequate parking for the Project.

The Project proposal includes five individual buildings, all of which abide by the current moratorium restrictions on commercial development. The Project is programmed around a central drop off and loading zone for the respective individual buildings, which is accessed primarily off Glenwood Street. Prior access was programmed off North Cache, which has subsequently been removed based off feedback from the Wyoming Department of Transportation.

Mogul Capital recognizes that this is an iterative process and is excited about the opportunity to present the updated plan set to the Town of Jackson. In response to feedback received from the Town of Jackson and its community members, Mogul Capital made dramatic adjustments to the plan set. A few noteworthy adjustments to the Project plans include the following:

- Building Size:
 - Mogul Capital listened to the community and Town of Jackson feedback through the Development Moratorium and has reduced the size of all commercial buildings to below the 35,000 sf cap on habitable space. This has resulted in a five building Project that provides significant breaks in the massing, and commercial buildings that are below the proposed adjusted building size cap of 50,000 sf that is expected to be implemented to the Land Development Regulations. In addition, Mogul Capital and its architectural team have ensured that each building has its own unique architectural features, roof planes and design to ensure additional diversity amongst the buildings. The architectural features include additional push and pull and provide substantial breaks in the massing of each building.
- Basement and Garage Depth:
 - Mogul Capital removed an entire basement level across the whole Project, which has dramatically reduced the total square footage of the Project. More notably, the updated plans require significantly less excavation and will be positioned much shallower in depth. This provides a substantial adjustment in response to the Town's feedback on the ground water and environmental concerns. In addition, as result of DRC, PC, and Town feedback, Mogul Capital removed the plan to excavate the contaminated portion of the site, further alleviating environmental concerns of the Town.
- Project Access:
 - Mogul Capital removed the right-in, right-out access that was previously located off North Cache, and instead has located it off Glenwood Street. While access off North Cache was previously approved through the Wyoming Department of Transportation, the new pre-application process raised WYDOT concerns surrounding the access. In addition, this provides a beneficial modification to the concerns about pedestrian experience while walking down North Cache.
- 2:1 Housing Bonus:
 - The Project now houses all the 2:1 bonus workforce housing density on-site, as compared to the previously contemplated off-site location at The Loop Apartments. While the Land Development Regulations do not currently prevent the 2:1 workforce housing bonus density to be placed off-site, the Town of Jackson is expected to soon amend the Land Development Regulations to require the density to be placed on-site. As such, the Project is programmed with 16 units of workforce housing and no off-site workforce housing is proposed.

While the adjustments listed above are just a few of the changes made to the proposed Project, the changes demonstrate Mogul Capital's willingness to continue working with the Town and Community on the Project. Mogul Capital seeks to make this project a gateway project that will benefit both residents and tourists alike by providing elegant residential housing and lodging. This Project is conveniently located at the north end of town, providing quick access into Yellowstone and the Grand Teton National Park, while also being a short walk to Town Square. By developing this project, we will improve a block with vacant parcels, aged buildings and infrastructure by building a well-designed lodging and housing project.

Attached is our Sketch Plan Application request form and package, the site plan and respective design set, and responses to the Town's comments to the Sketch Plan Pre-Application. We look forward to moving the application forward and discussing with the Design Review Committee, Planning Commission, and Town Council.

Sincerely,
Brad Wagstaff
Chief Executive Officer

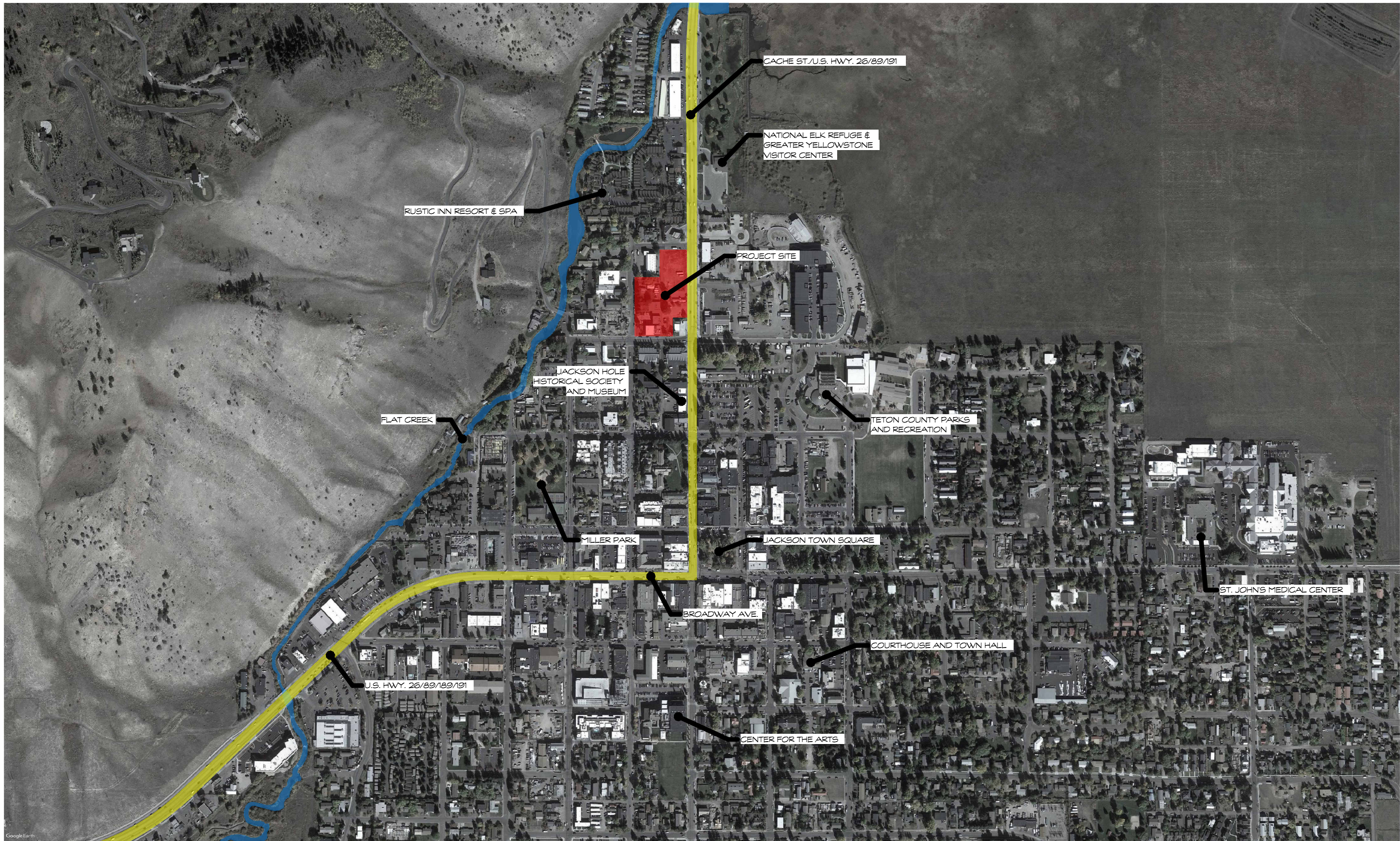


Sheet List

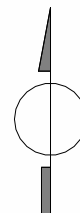
- 1 TITLE
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- 3 TRAFFIC ANALYSIS
- 4 PROGRAM DATA
- 5 PARKING ANALYSIS
- 6 SITE PLAN
- 7 COVERAGE PLAN
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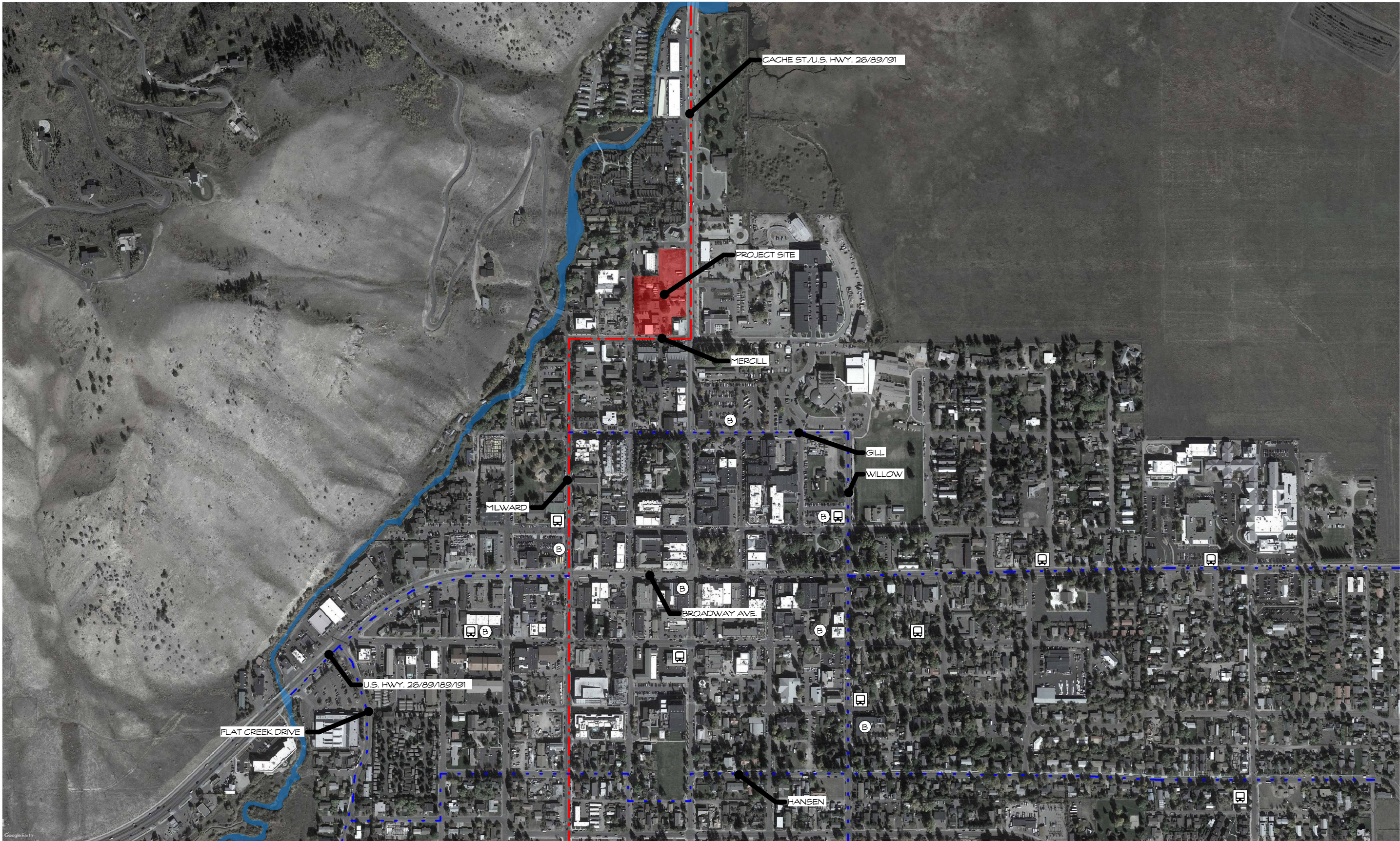


upwalldesignarchitects 350 N CACHE



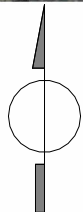
SITE CONTEXT
PLAN





- GRAND LOOP
- PATHWAY
-  START BUS
-  START BIKE

TRAFFIC ANALYSIS
PLAN



PROJECT DATA

SITE AREA: 107,121 SF
ALLOWABLE LODGING FAR:
TOTAL LODGING FAR:

85,696 SF
81,348 SF

SCALE OF DEVELOPMENT

ALLOWED LODGING FAR
TOTAL WORKFORCE HOUSING
ALLOWED MARKET RATE (2:1 BONUS)
TOTAL MARKET RATE HOUSING
BASEMENT EXEMPT AREA
HABITABLE AREA
PARKING AREA
TOTAL HABITABLE AREA (EXCLUDES PARKING)
TOTAL BUILDING AREA INCLUDING PARKING
TOTAL LODGING FAR
TOTAL RESIDENTIAL AREA

85,696 SF
27,840 SF
55,681 SF
53,745 SF

11,608 SF
54,269 SF
190,339 SF
244,607 SF
81,348 SF
93,223 SF

LODGING FAR

ABOVE GRADE
BAR
BOH
CIR.
ELEVATOR
HOTEL UNIT
LOBBY
RESTAURANT
RESTROOM
STAIRS
STORAGE
TRASH ELEVATOR

698 SF
1,983 SF
7,287 SF
717 SF
54,834 SF
8,223 SF
3,550 SF
521 SF
2,751 SF
375 SF
410 SF
81,348 SF

BELOW GRADE
BOH
CIR.
LOBBY
MECHANICAL
SPA/EXERCISE
STORAGE
TRASH ELEVATOR

830 SF
321 SF
333 SF
1,420 SF
8,024 SF
235 SF
443 SF
11,608 SF

RESIDENTIAL AREA

ABOVE GRADE	
BOH	1,095 SF
CIR.	6,296 SF
ELEVATOR	417 SF
EXERCISE	955 SF
LOBBY	1,170 SF
MARKET RATE HOUSING	53,745 SF
STAIRS	1,704 SF
WORKFORCE HOUSING	27,840 SF
	93,223 SF

BELOW GRADE	
BOH	1,014 SF
CIR.	422 SF
LONG-TERM BICYCLE STORAGE	589 SF
STORAGE	2,134 SF
	4,160 SF

UNIT COUNT

HOTEL SUITE	12 UNITS
HOTEL UNIT	97 UNITS
TOTAL HOTEL KEYS	109 UNITS

MARKET RATE HOUSING	17	UNITS
WORKFORCE HOUSING	16	UNITS
TOTAL HOUSING UNITS	33	UNITS

HABITABLE AREA BY LEVEL	
A	
BASEMENT LEVEL	4,160 SF
LEVEL 1	29,540 SF
LEVEL 2	25,407 SF
LEVEL 3	21,452 SF
80,559 SF	
B	
LEVEL 1	7,214 SF
LEVEL 2	7,226 SF
LEVEL 3	6,282 SF
20,723 SF	
C	
LEVEL 1	7,195 SF
LEVEL 2	6,743 SF
LEVEL 3	7,341 SF
21,279 SF	
D	
BASEMENT LEVEL	8,358 SF
LEVEL 1	8,671 SF
LEVEL 2	7,170 SF
LEVEL 3	8,137 SF
32,335 SF	
E	
BASEMENT LEVEL	2,807 SF
LEVEL 1	11,132 SF
LEVEL 2	10,519 SF
LEVEL 3	10,541 SF
34,999 SF	
TOTAL AREA	189,895 SF

NON-HABITABLE (PARKING) AREA	
A	35,270 SF
D	17,211 SF
E	2,230 SF
TOTAL AREA	54,712 SF

PARKING ANALYSIS



PARKING REQUIRED

168 TOTAL REQUIRED STALLS

TYPE	CALC	PARKING REQUIRED
BAR	1 PER 40 SF	17
HOTEL	0.75 PER UNIT	82
HOUSING	1.5 PER UNIT	50
RESTAURANT	1 PER 73 SF	49
TOTAL REQUIRED PARKING		197
RESTAURANT/ BAR PARKING REDUCTIONS		
RESTAURANT & BAR REQUIRED		66
SHARED PARKING (20%)		53
PUBLIC USE (33%)		36
TOTAL REQUIRED		168 STALLS (INCLUDING ON-STREET)

PARKING PROVIDED

175 TOTAL PROVIDED STALLS

ACCESSIBLE VAN	1	6 FOR THE FIRST 200 STALLS
ACCESSIBLE VEHICLE	5	
ON STREET	21	
STANDARD	148	
TOTAL NUMBER OF STALLS	175	
EV PARKING CAPABLE REQUIRED (30% OF STALLS)	53	
INSTALLED EV PARKING REQUIRED (5% OF STALLS)	9	
EV PARKING CAPABLE PROVIDED	53	
INSTALLED EV PARKING PROVIDED	9	

BICYCLE PARKING REQUIRED

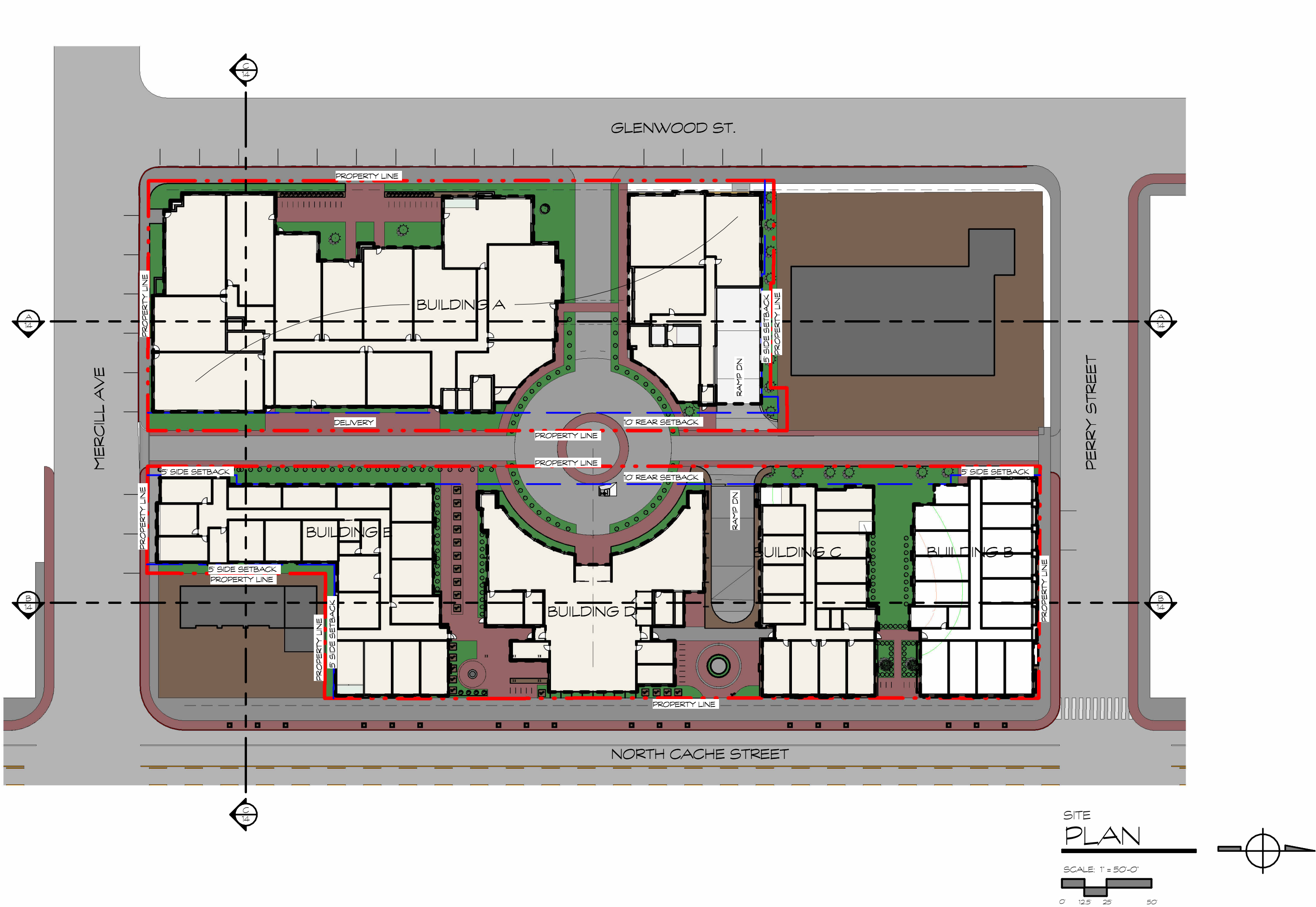
58 TOTAL

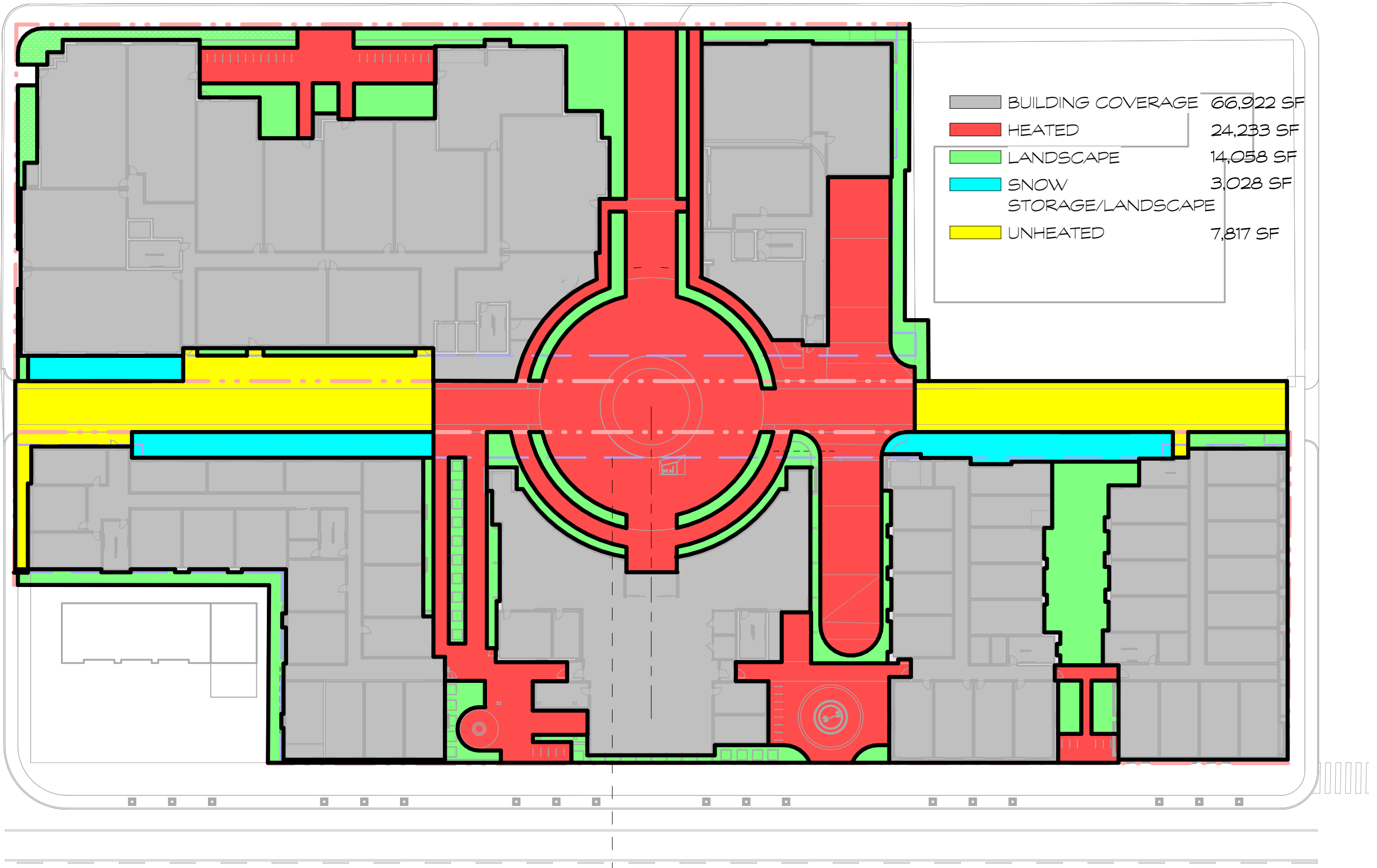
HOUSING	26 TOTAL (.75 PER BEDROOM)	7 SHORT TERM (25%)	19 LONG TERM (75%)
HOTEL	13 TOTAL (1 PER 11 UNITS)	7 SHORT TERM (50%)	6 LONG TERM (50%)
RESTAURANT	11 TOTAL (1 PER 22 PEOPLE)	7 SHORT TERM (REMAINDER)	4 LONG TERM (4)
AMENITIES	8 TOTAL (1 PER 1650 SQFT)	4 SHORT TERM (50%)	4 LONG TERM (50%)
SHORT TERM BIKE REQUIRED		25	
LONG TERM BIKE REQUIRED		33	

BICYCLE PARKING PROVIDED

92 TOTAL

SHORT TERM BIKE PROVIDED	41
LONG TERM BIKE PROVIDED	51

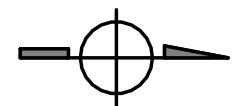
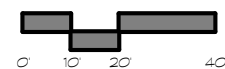






BASEMENT LEVEL
PLAN

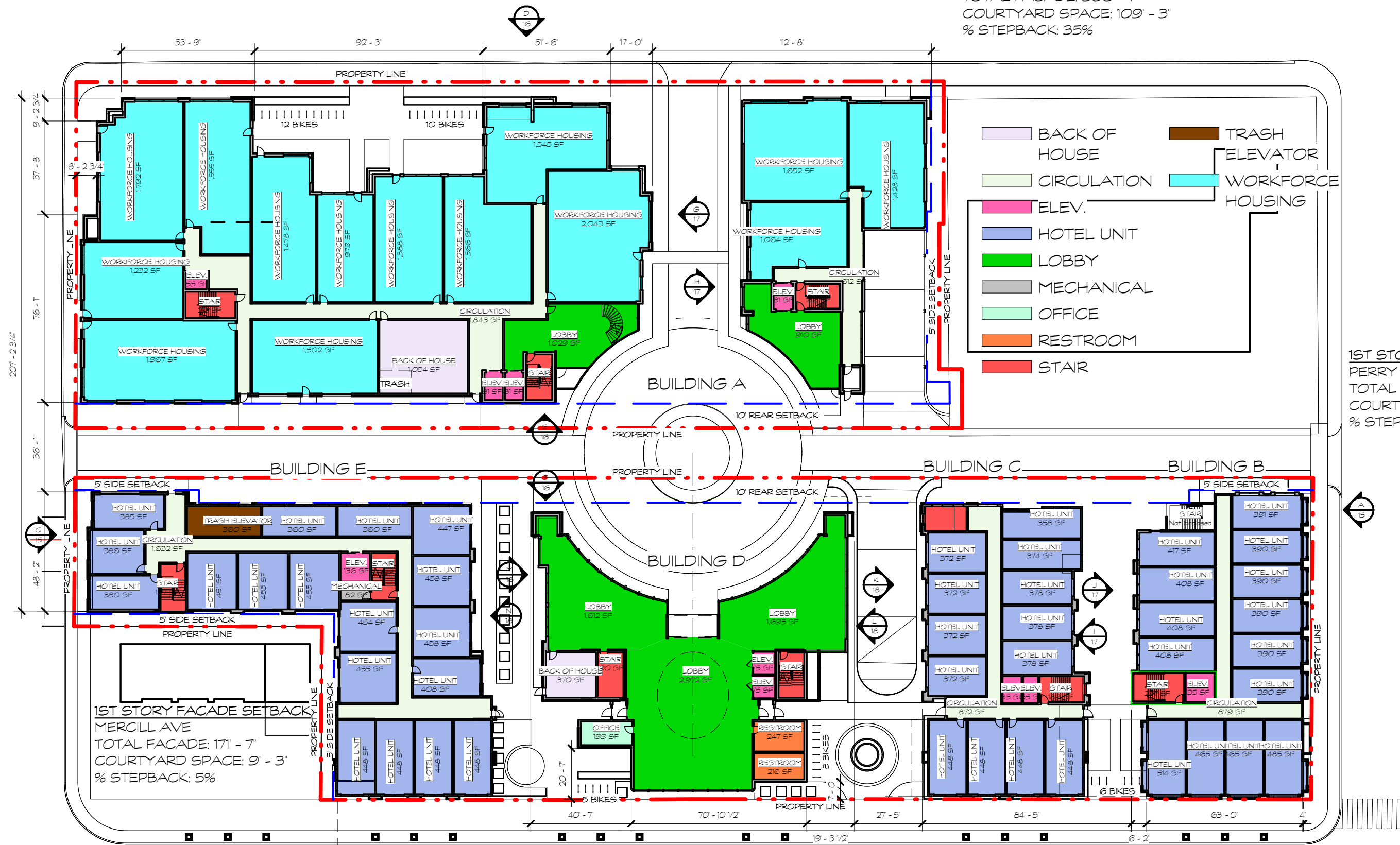
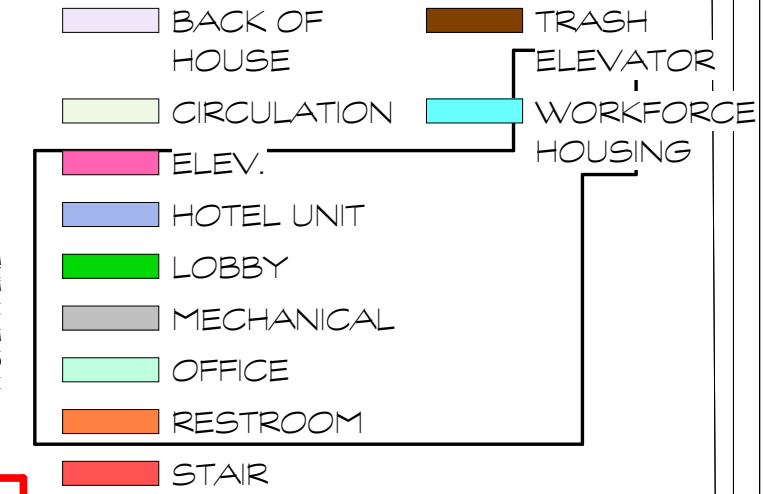
SCALE: 1" = 40'-0"



1ST STORY FACADE SETBACK
GLENWOOD ST
TOTAL FACADE: 308' - 1"
COURTYARD SPACE: 109' - 3"
% STEPBACK: 35%

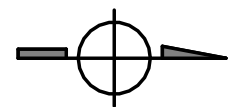
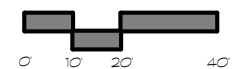
1ST STORY FACADE SETBACK
PERRY STREET
TOTAL FACADE: 123' - 5"
COURTYARD SPACE: 0'
% STEPBACK: 0%

1ST STORY FACADE SETBACK
NORTH CACHE ST
TOTAL FACADE: 335' - 8"
COURTYARD SPACE: 71' - 0"
% STEPBACK: 21%



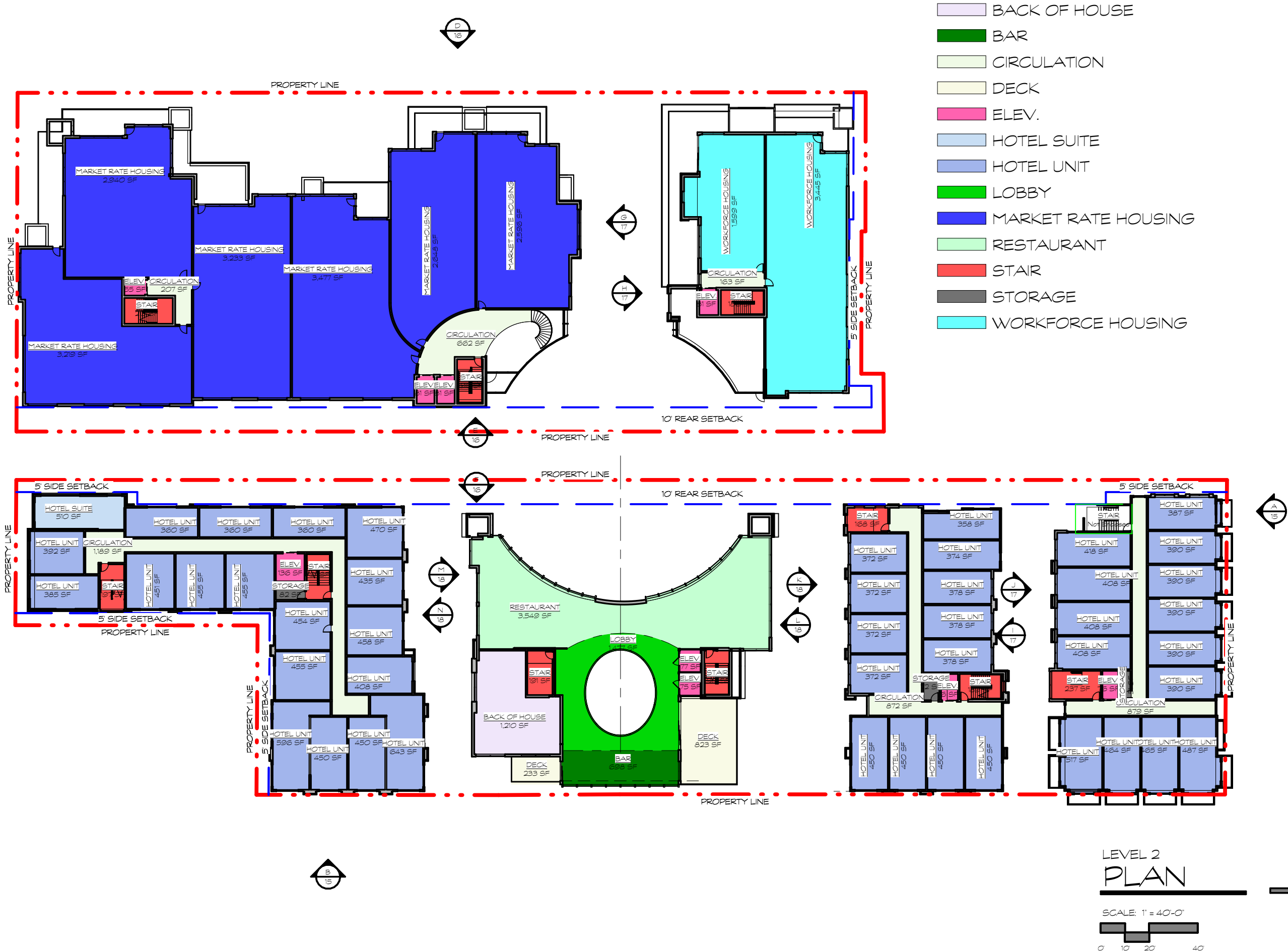
LEVEL 1
PLAN

SCALE: 1" = 40'-0"

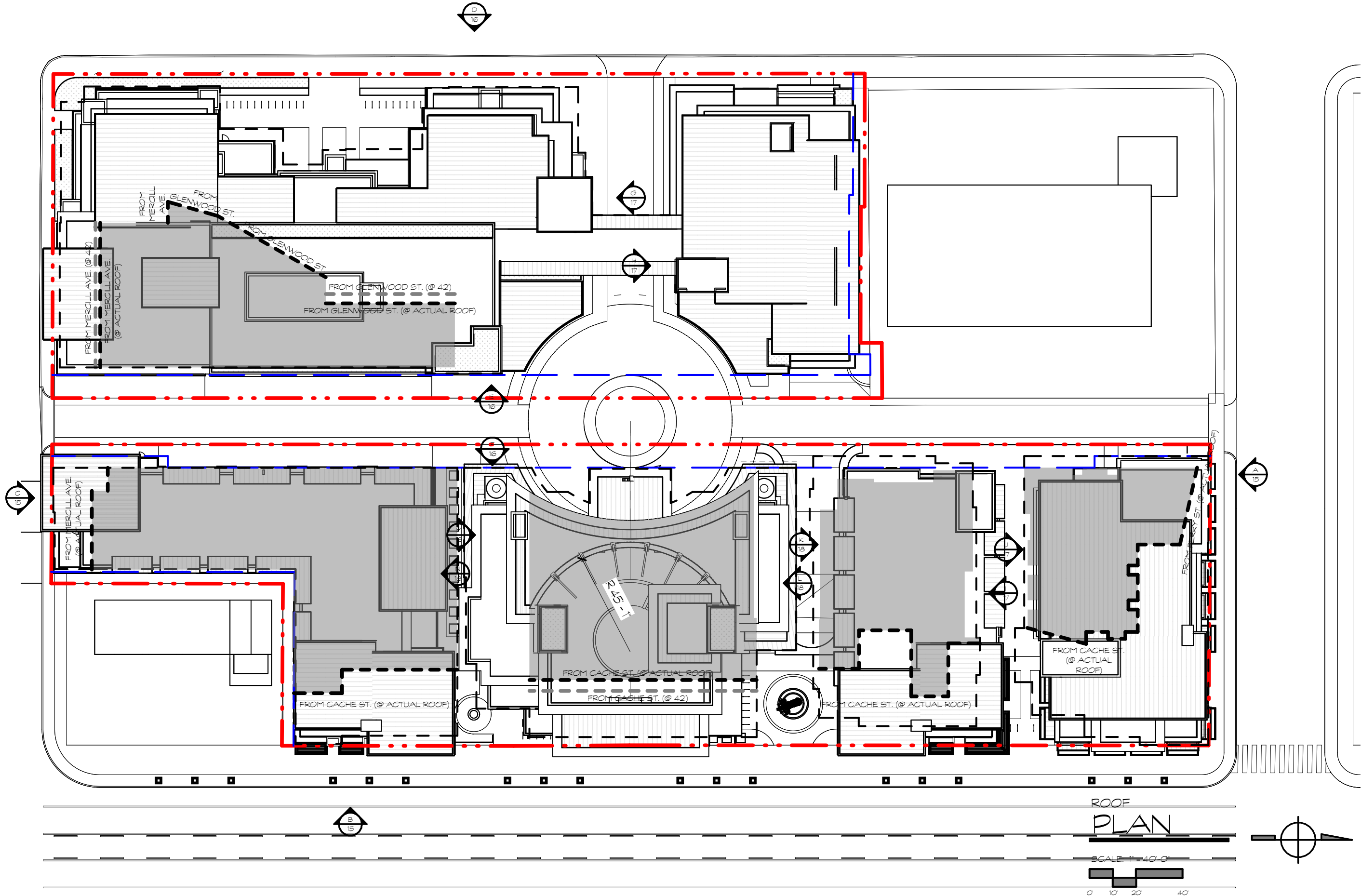


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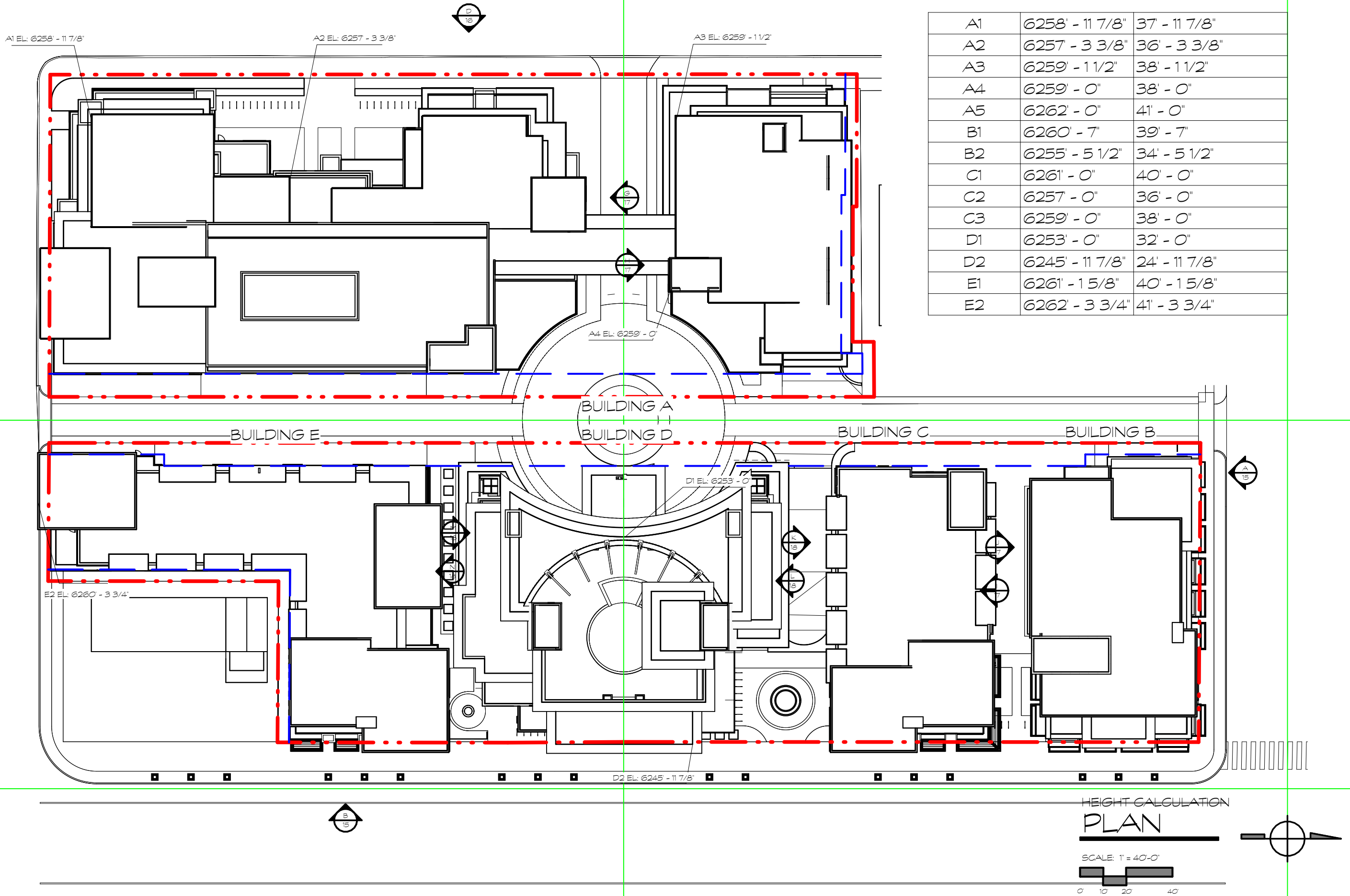
FIRST LEVEL
FLOOR PLAN

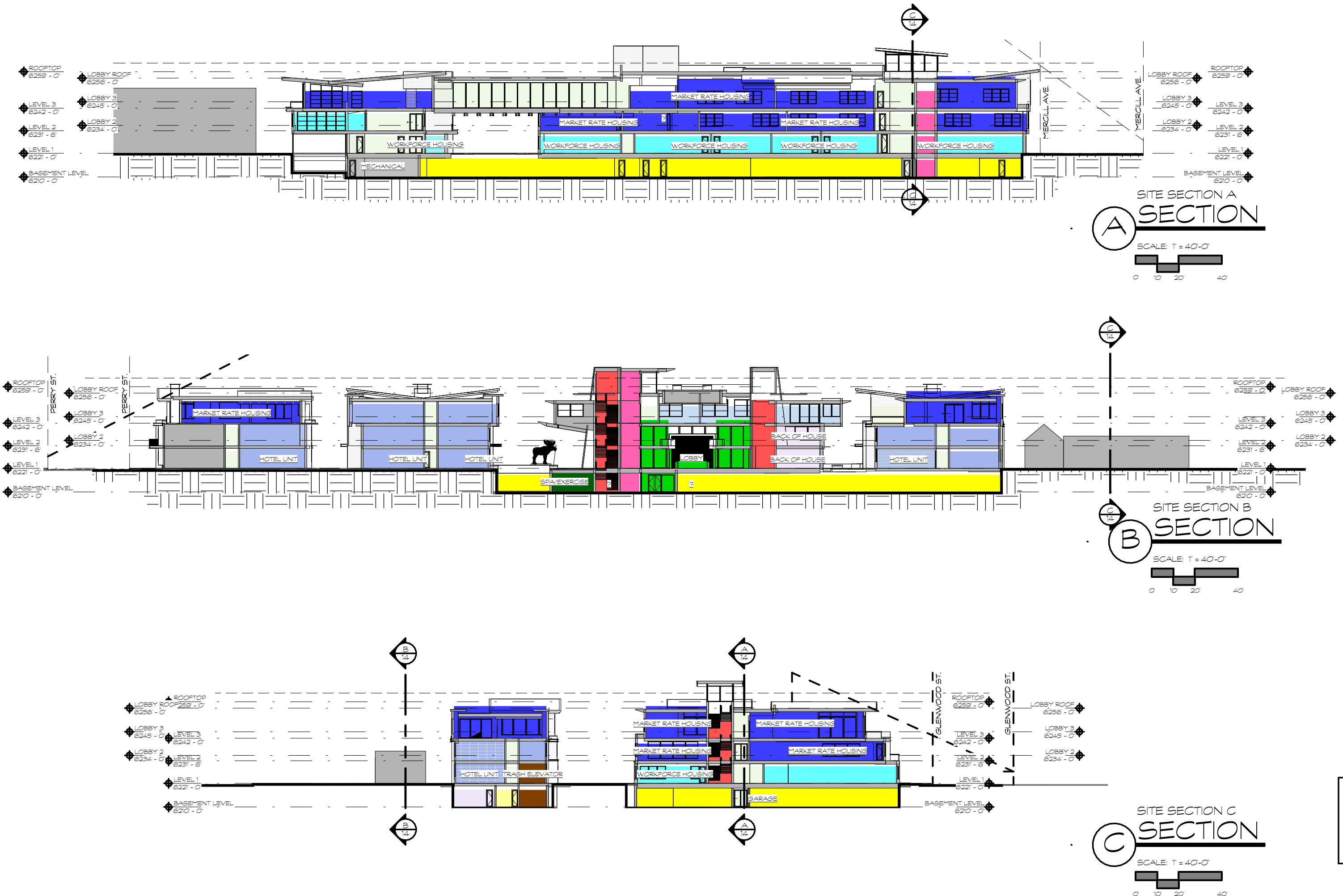






HEIGHT CALCULATION		
VG	Roof Height	BUIDING HEIGHT
A1	6258' - 11 7/8"	37' - 11 7/8"
A2	6257' - 3 3/8"	36' - 3 3/8"
A3	6259' - 11 1/2"	38' - 11 1/2"
A4	6259' - 0"	38' - 0"
A5	6262' - 0"	41' - 0"
B1	6260' - 7"	39' - 7"
B2	6255' - 5 1/2"	34' - 5 1/2"
C1	6261' - 0"	40' - 0"
C2	6257' - 0"	36' - 0"
C3	6259' - 0"	38' - 0"
D1	6253' - 0"	32' - 0"
D2	6245' - 11 7/8"	24' - 11 7/8"
E1	6261' - 1 5/8"	40' - 1 5/8"
E2	6262' - 3 3/4"	41' - 3 3/4"





NORTH
A ELEVATION



EAST
B ELEVATION



SOUTH
C ELEVATION

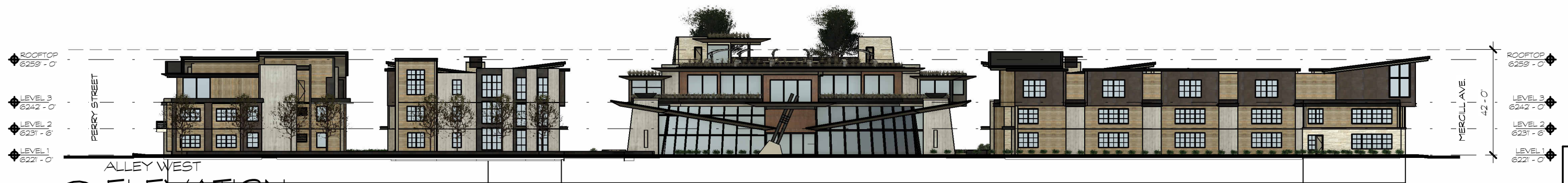




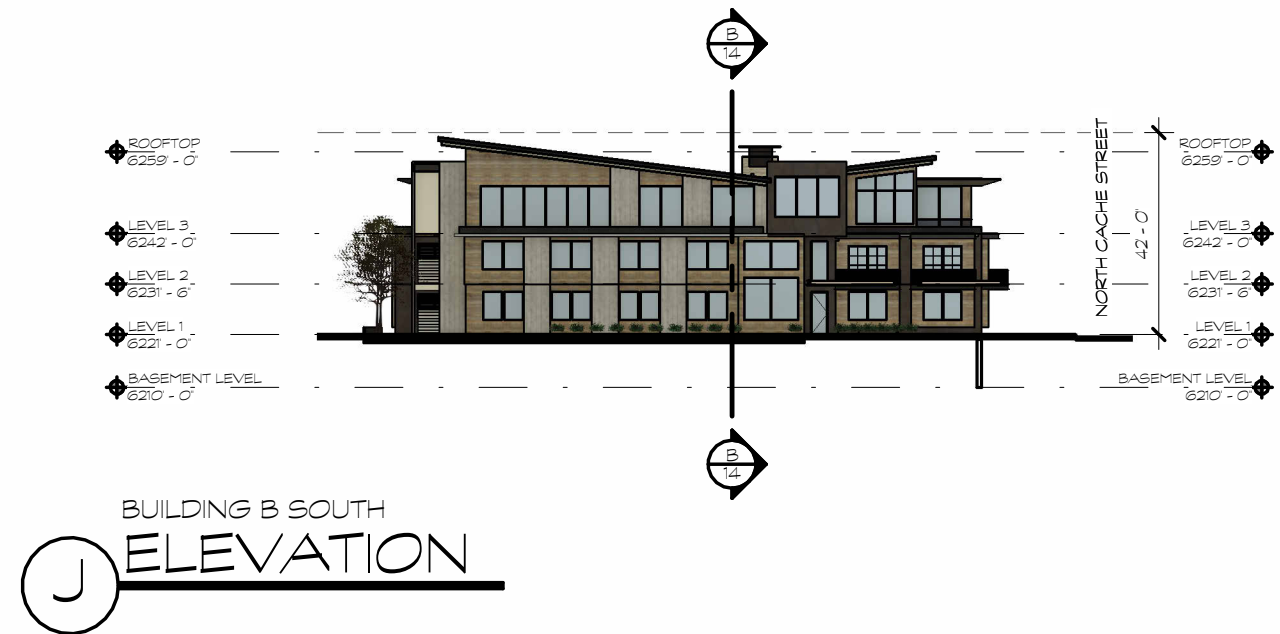
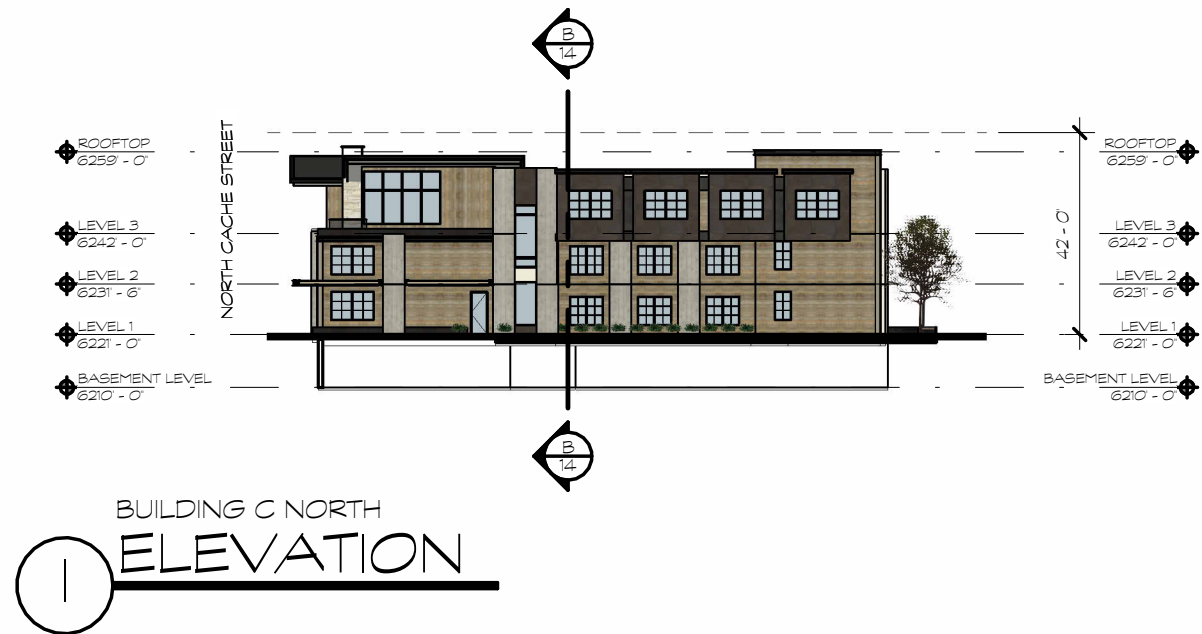
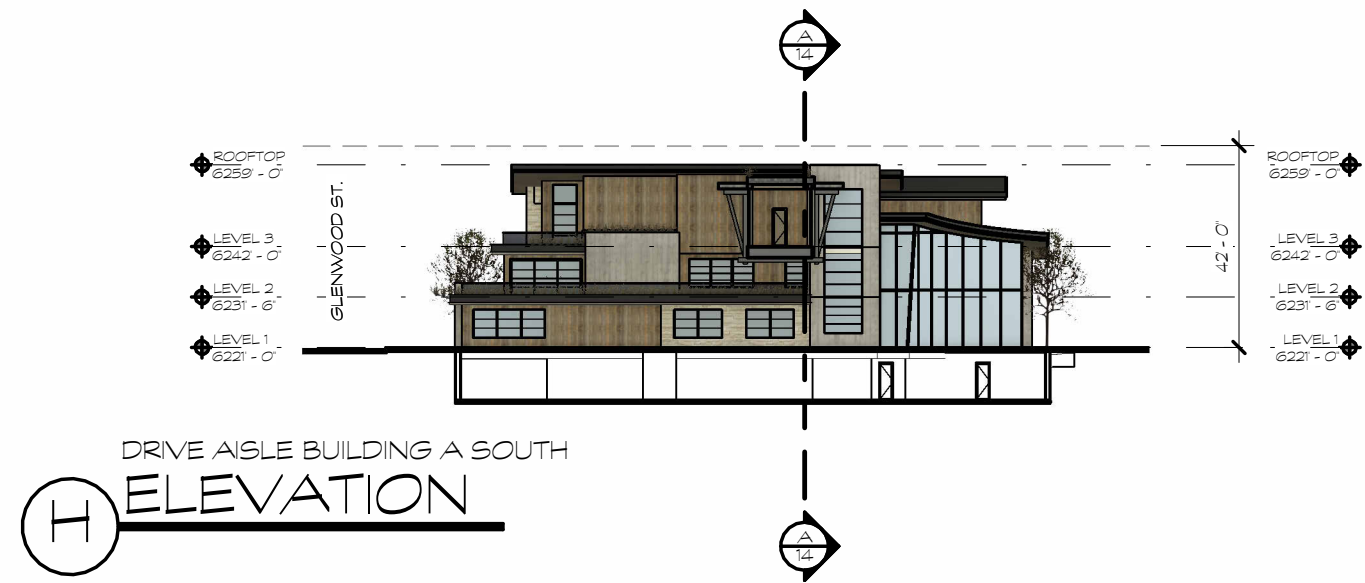
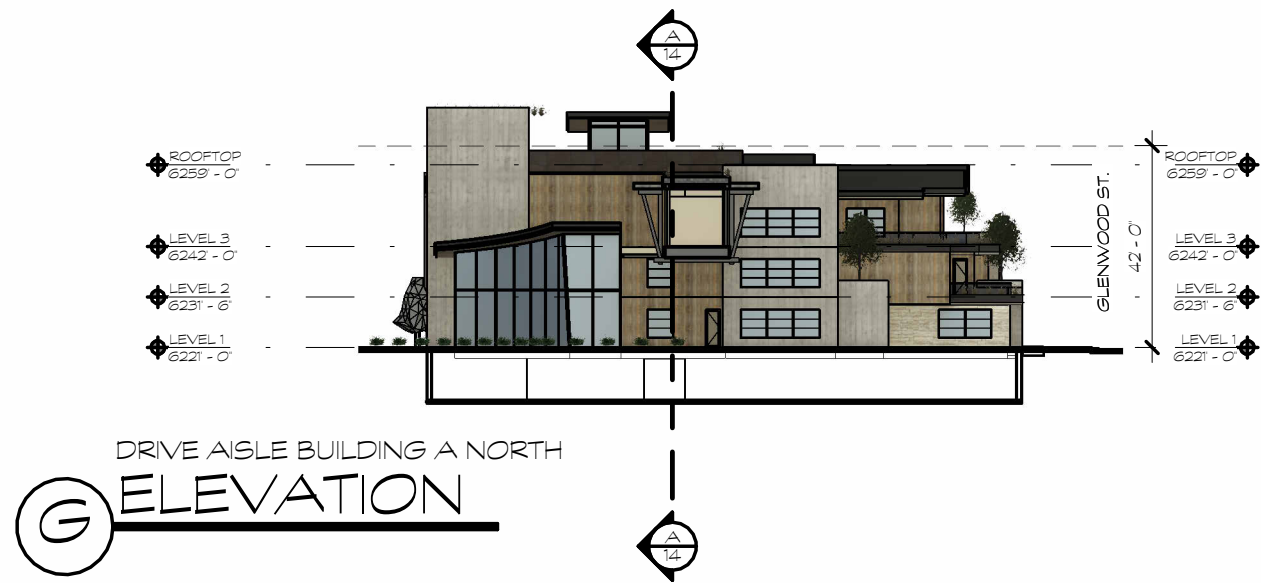
WEST
ELEVATION

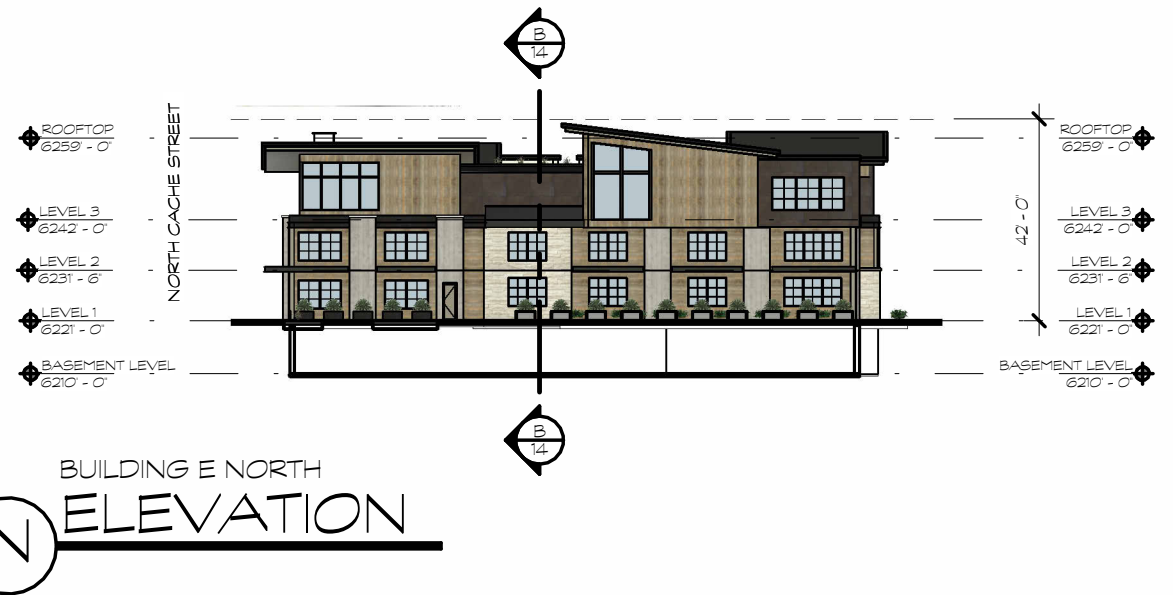
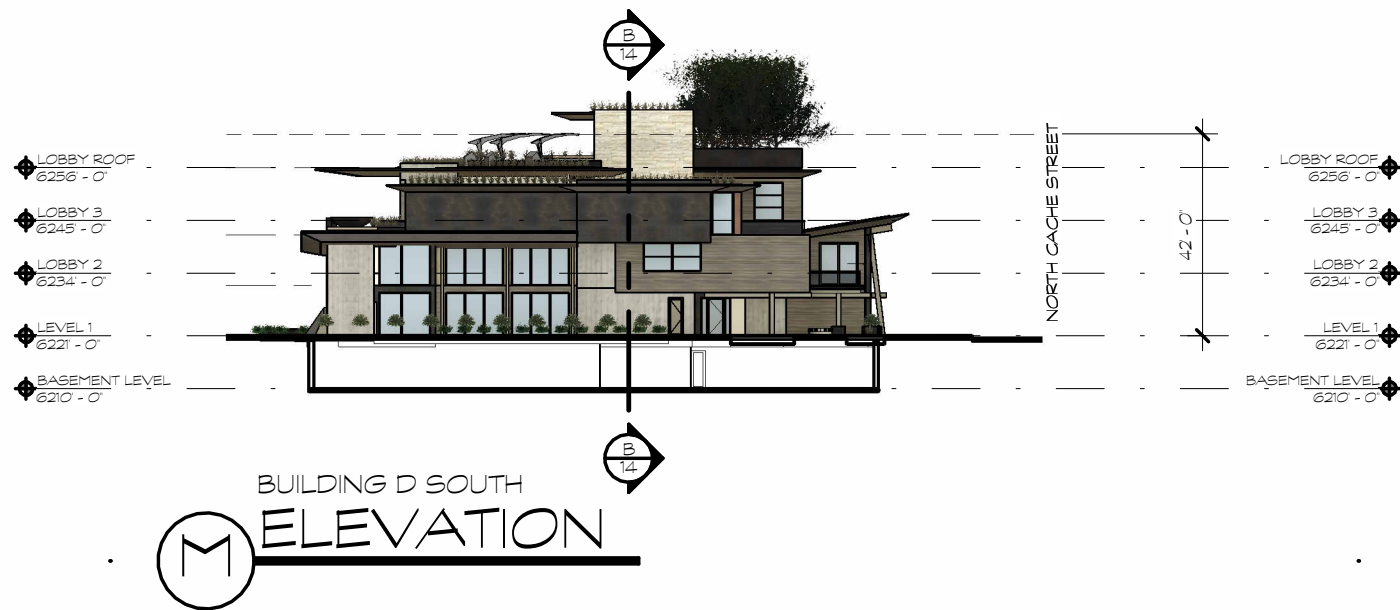
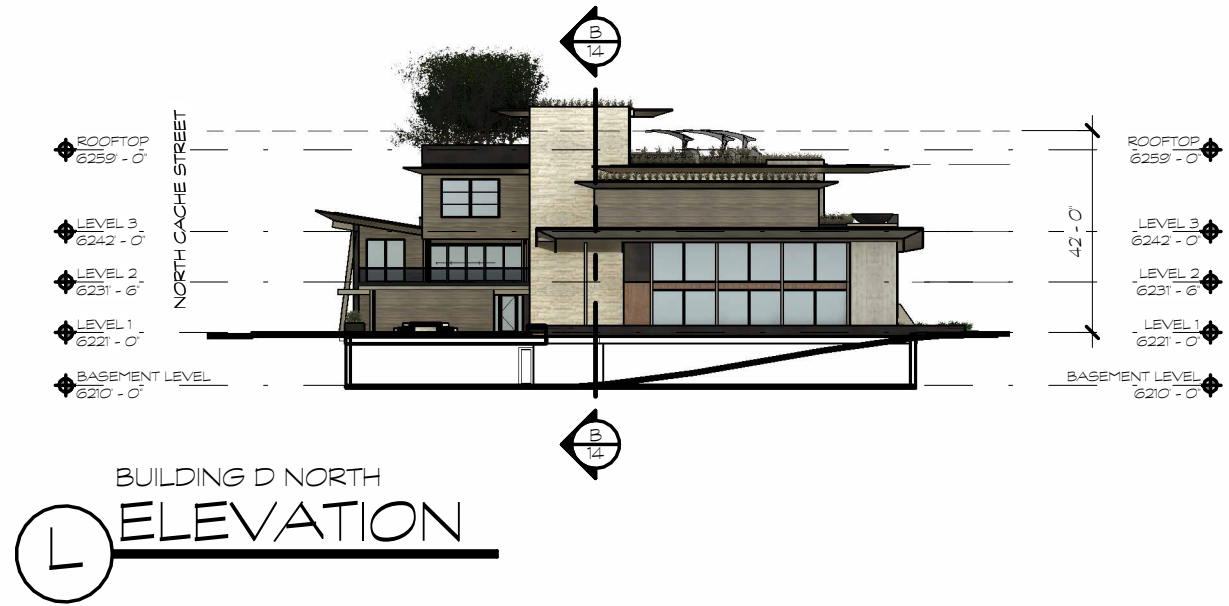
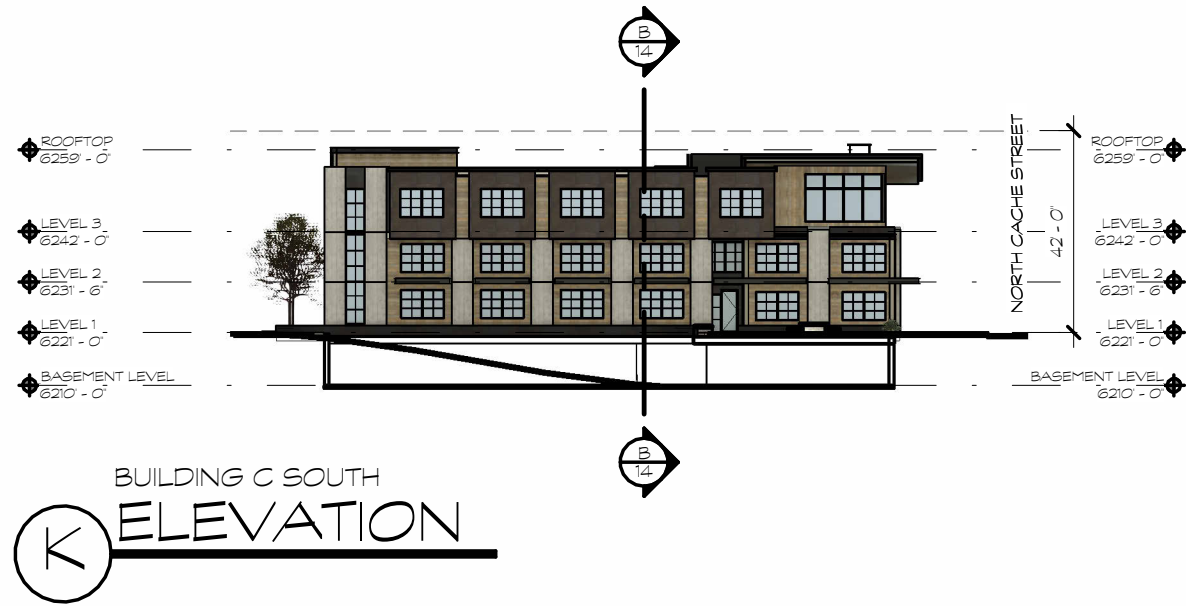


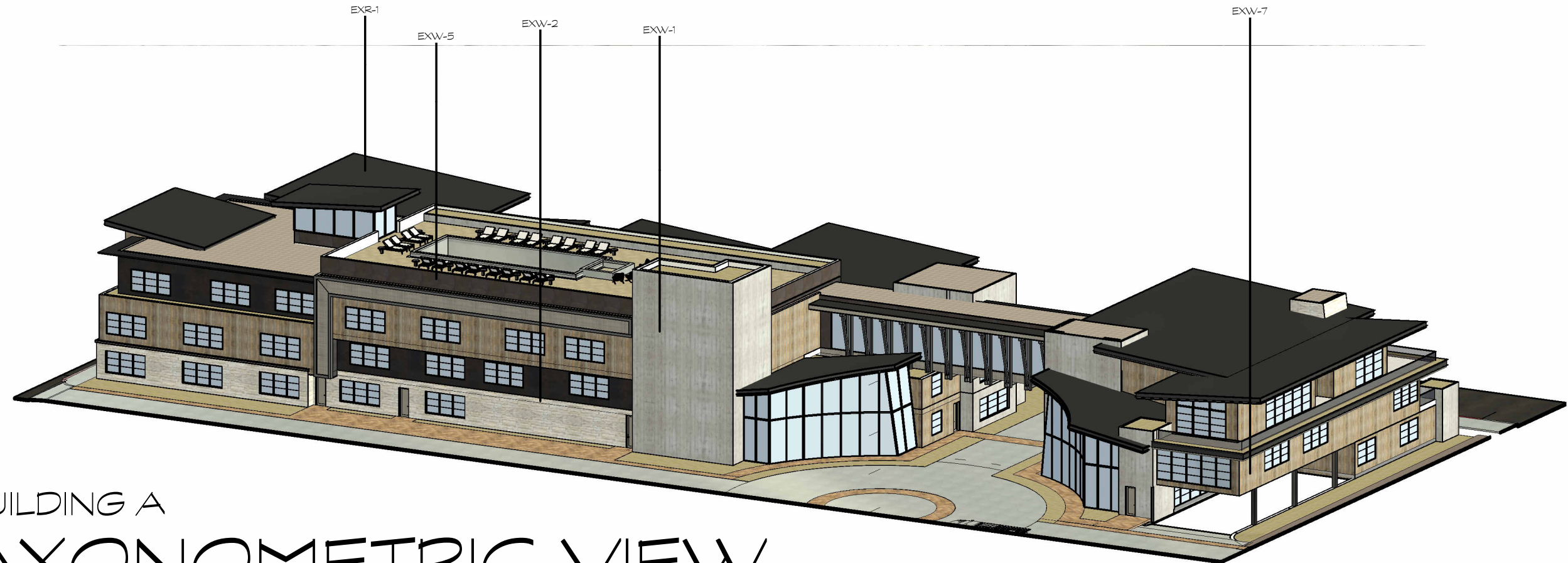
ALLEY EAST
ELEVATION



ALLEY WEST
ELEVATION







BUILDING A AXONOMETRIC VIEW

STONE PAVERS /
LARGE FORMAT



EXF-1

WINDOW FRAMES /
DARK BRONZE



EXWD-1

METAL ROOF /
STANDING SEAM /
DARK BRONZE



EXR-1

BUILDING /
WOOD SIDING / RECLAIMED



EXW-7

STONE PAVERS /
ASHLAR



EXF-2

GLASS RAILING



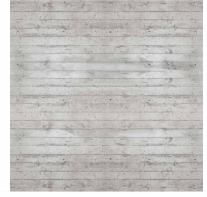
EXRL-1

BALLAST ROOF



EXR-2

BOARDFORM CONCRETE



EXW-1

SOFFIT / WOOD



EXS-2

GREEN ROOF



EXR-3

STONE VENEER /
FULL BED /
SPLIT-FACE



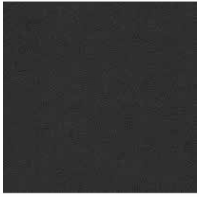
EXW-2

FASCIA / WOOD

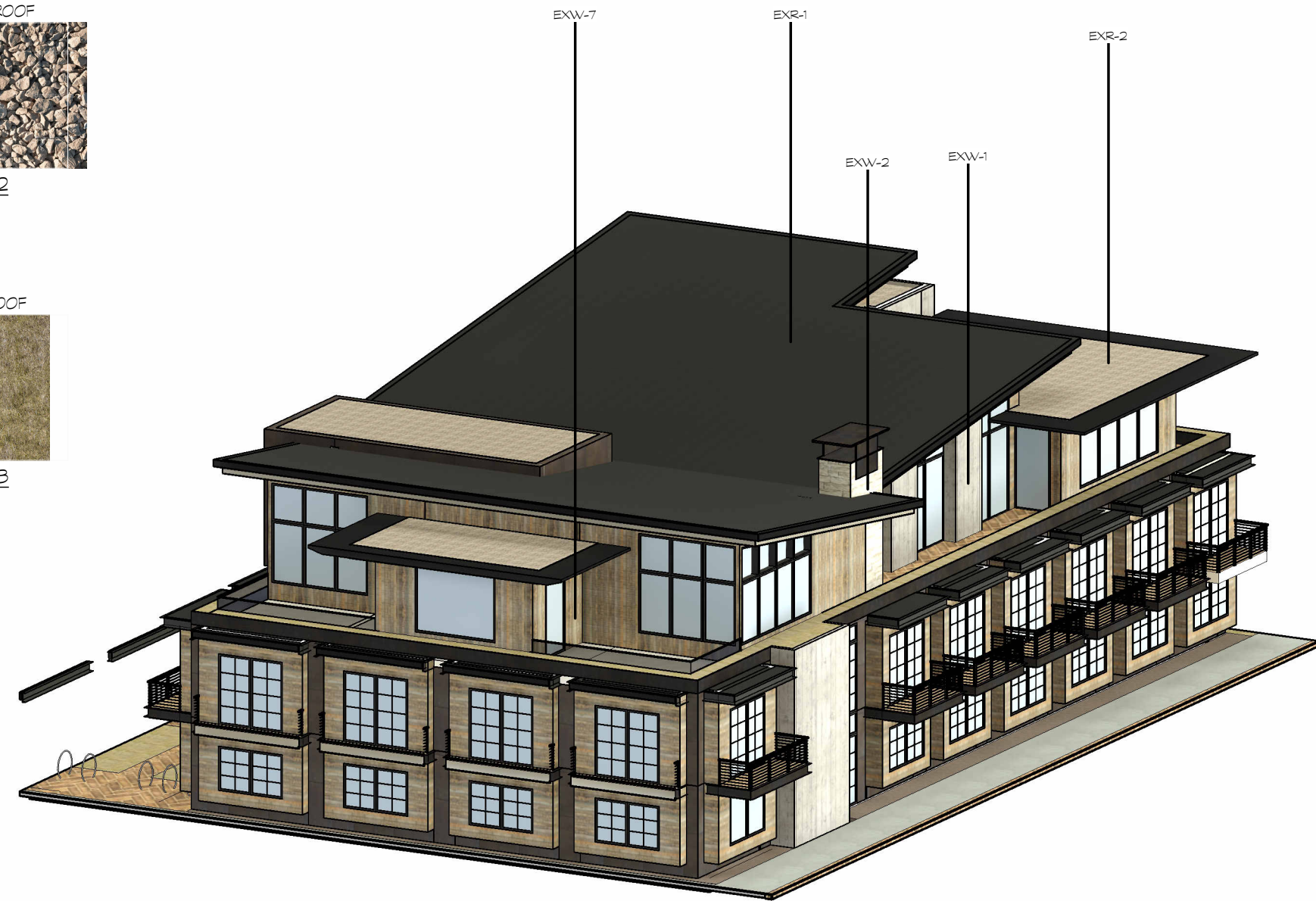


EXFC-2

FASCIA /
DARK BRONZE



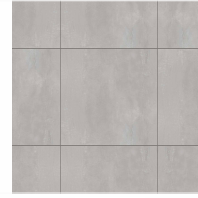
EXFC-1



BUILDING B

AXONOMETRIC VIEW

STONE PAVERS /
LARGE FORMAT



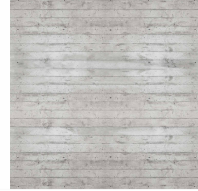
EXF-1

WINDOW FRAMES /
DARK BRONZE



EXWD-1

BOARDFORM CONCRETE



EXW-1

GLASS RAILING



EXRL-1

T&G HORIZONTAL
WOOD SIDING



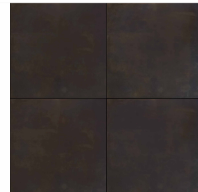
EXW-3

BUILDING "C" SOFFIT
/ T&G WOOD



EXS-3 (C)

METAL PANELS /
ACM / DARK BRONZE



EXW-5

BALLAST ROOF



EXR-2

BUILDING /
WOOD SIDING / RECLAIMED



EXW-7

GREEN ROOF



EXR-3



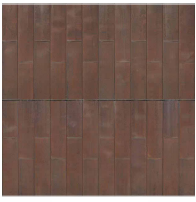
BUILDING C AXONOMETRIC VIEW

STONE PAVERS /
LARGE FORMAT



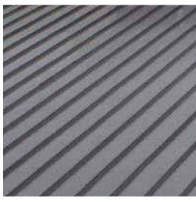
EXF-1

BUILDING "D"
METAL PANELS



EXW-8

METAL ROOF /
STANDING SEAM /
DARK BRONZE



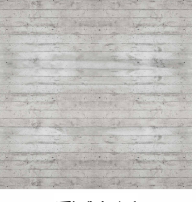
EXR-1

GREEN ROOF



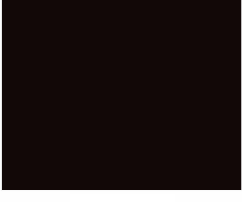
EXR-3

BOARDFORM CONCRETE



EXW-1

WINDOW FRAMES /
DARK BRONZE



EXWD-1

BALLAST ROOF



EXR-2

STONE VENEER /
FULL BED /
SPLIT-FACE



EXW-2

GLASS RAILING



EXRL-1

T&G HORIZONTAL
WOOD SIDING



EXW-3

SOFFIT /
T&G CVG WOOD



EXS-1

BUILDING /
WOOD SIDING / RECLAIMED

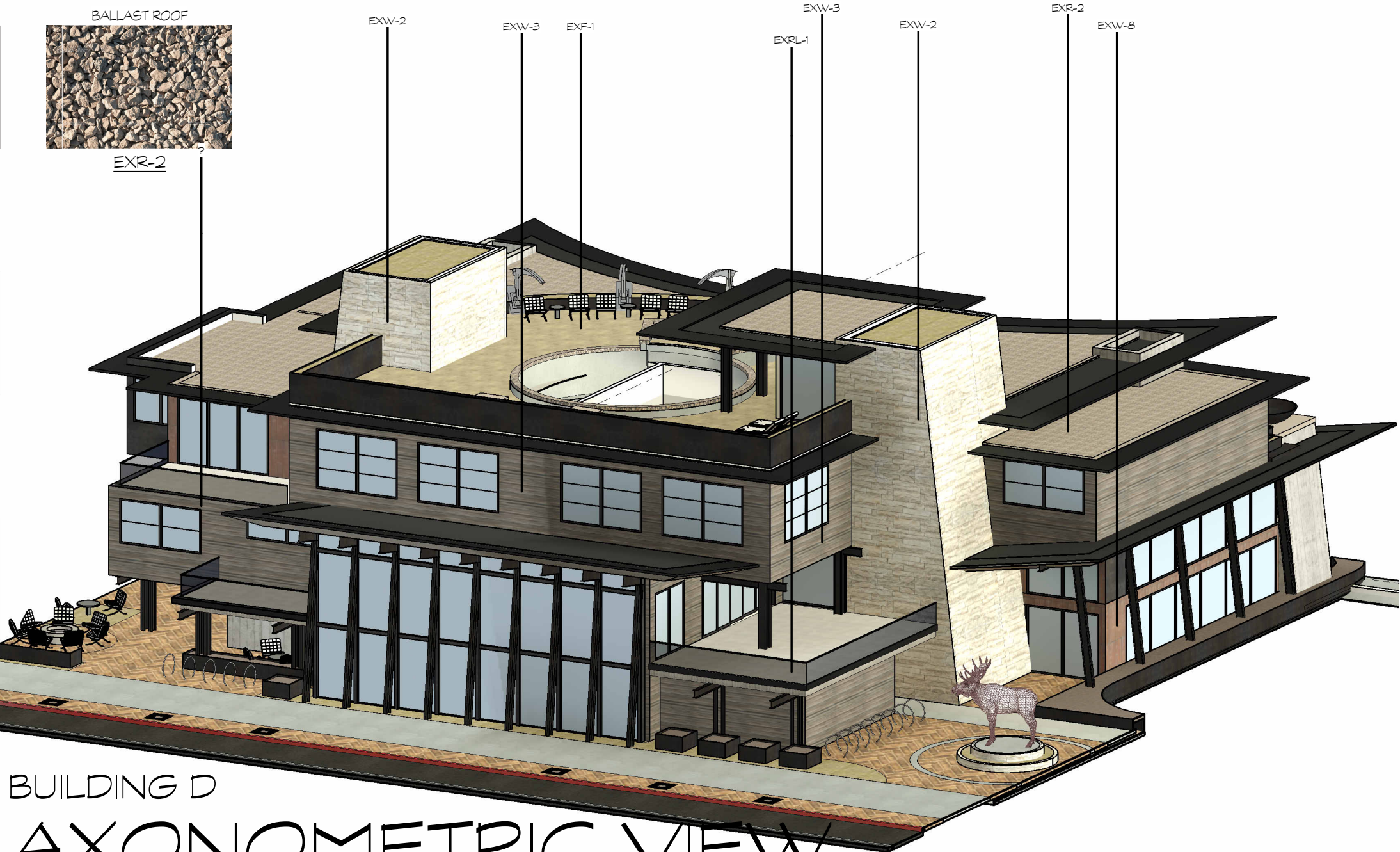


EXW-7

FASCIA /
DARK BRONZE



EXFC-1



EXW-2

EXW-3

EXF-1

EXRL-1

EXW-3

EXW-2

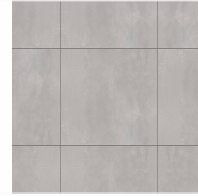
EXR-2

EXW-8

BUILDING D

AXONOMETRIC VIEW

STONE PAVERS /
LARGE FORMAT



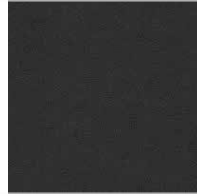
EXF-1

SCREEN /
SPLIT LOGS /
STACKED



EXW-9 (E)

FASCIA /
DARK BRONZE



EXFC-1

GLASS RAILING



EXRL-1

GREEN ROOF



EXR-3

SOFFIT / WOOD



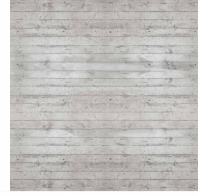
EXS-2

FASCIA / WOOD



EXFC-2

BOARDFORM CONCRETE



EXW-1

WINDOW FRAMES /
DARK BRONZE



EXWD-1

BALLAST ROOF



EXR-2

STONE VENEER /
FULL BED /
SPLIT-FACE



EXW-2

METAL PANELS /
ACM / DARK BRONZE



EXW-5

BUILDING /
WOOD SIDING / RECLAIMED



EXW-7



BUILDING E AXONOMETRIC VIEW



BUILDING D FROM N CACHE



BUILDING C FROM N CACHE



BUILDING B FROM N CACHE



BUILDING A



BUILDING A



BUILDING A FROM SOUTH



BUILDING A FROM COURTYARD



BUILDING D FROM COURTYARD



















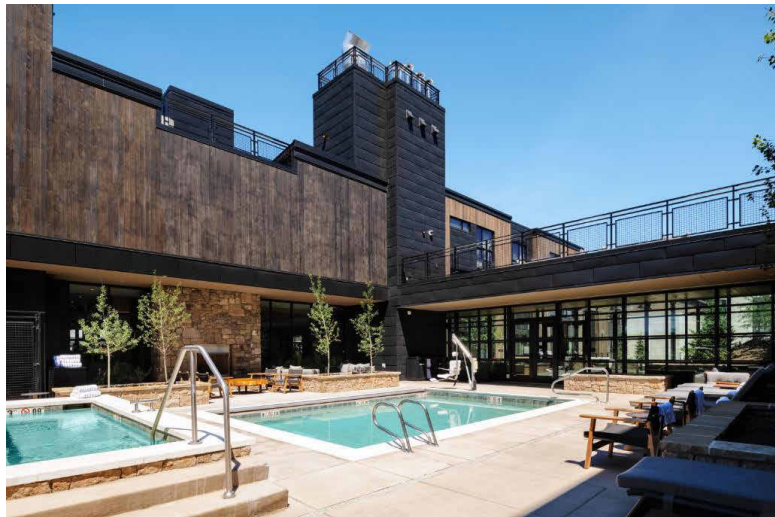
CLOUDVEIL-BUILDING B,C,E



CENTER FOR THE ARTS-BUILDING D



GLENWOOD-BUILDING B, C, E



CLOUDVEIL-BUILDING C



CHILDRENS CENTER-BUILDING E



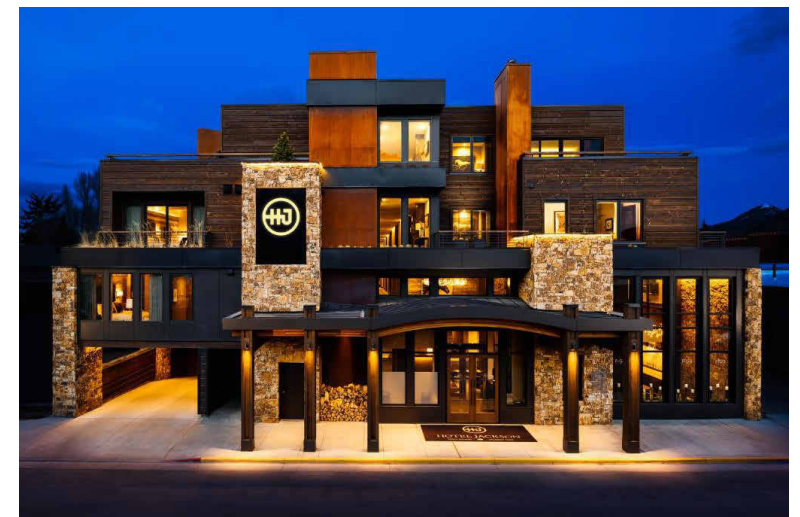
WELCOME CENTER-BUILDING A,D,E



VISITOR CENTER-BUILDING A, D



GRAVITY HAUS-BUILDING D



HOTEL JACKSON-BUILDING B, C

Land Development Regulation Compliance

Zoning: Section 2.2.12 CR-2 Commercial Residential - 2

2.2.12.8.1 Lot Standards

ITEM 1: Building Setbacks:

- 1.1 Primary Street Setback range
Required: (min.-max.) 0'-10'
Provided: 0'
- 1.2 Secondary Street Setback range
Required (min.-max.) 0'-10'
Provided: 0'
- 1.3 Side Interior
Required: (min.) 5'
Provided: 5'
- 1.4 Alley
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: 13% = 17,068 SF

ITEM 3: Plant Units:

- 3.1 All uses
Required: 1/1000 SF Landscape Area
Provided: 14 Minimum

Required: 1/12 Parking spaces
Provided: Not Applicable

ITEM 4: Fencing:

4.1 Height in any primary or secondary street yard
Required: (max.) 4'
Provided: Not Applicable

4.2 Height in interior side or rear yard
Required: (max.) 6'
Provided: Not Applicable

4.3 Setback from pedestrian frontage
Required: (min.) 1'
Provided: Not Applicable

4.4 Setback from side or rear lot line
Required: (min.) 0'
Provided: Not Applicable

ITEM 5: Parking Setbacks:

5.1 Primary Street, above ground
Required: (min.) 30'
Provided: Not Applicable

5.2 Secondary Street, surface parking
Required: (min.) 30'
Provided: Not Applicable

5.3 Secondary Street, tuck-under, enclosed, or structured parking
Required: (min.) 0'
Provided: Not Applicable

ITEM 6: Access:

6.1 Curb Cut Width
Required: (max.) 24'
Provided: along Glenwood St. = 20'
along Cache St. = Not Applicable

2.2.12.8.2 Bulk Standards

ITEM 7: Street Facade:

7.1 Width of ground and second story in primary setback range
7.1.1 % of lot width

Required: (min.) 70%

Lot width

North: 123.5' (Required Min:86.45')

East: 335' (Required Min:234.5')

South: 171.5' (Required Min:120)

West: 350" (Required Min:245')

Provided:

North: 123.5'

East: 264'

South: 168.25'

West: 200'

7.1.2 Length from street corner

Required: (min.) 30'

Provided: 55'

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 N:130' (Required Min:45.5')

Provided: 123.5

7.2.2 Length from street corner

Required: (min.) 30'

Provided: L1 = 107'

7.2.3 Forecourt

Required: 1/3 of facade width (max.) = 35' depth (min.); within 30" of grade, transparency or forecourt facing facade = 40%

Provided: 280' facade width/3; 93' provided, 20'

ITEM 8: Building Height:

8.1 Stories

Required: (max.) 3

Provided: 3 stories above grade + 1 exempt basement levels

8.2 Height

Required: (min.): 24' - (max.): 42' to top of parapet (T.O.P.)

Exception: 75% transparency for roof railings/parapets

Provided: (min.): 42' - (max.):

ITEM 9: Building Stepback:

9.1 Stepback for any 3rd story street facade or street facade over 30'

Required: (min.)10'
Provided: 10'

- 9.2 Encroachment in setback
Allowed: (max. % of overall facade width) 60%

ITEM 10: Scale of Development:

- 10.1 Total Site Area: 107,121 SF
- 10.2 Allowed Commercial: Floor Area Ratio (FAR) 85,696 SF
- 10.3 Total 2:1 Bonus Housing: 53,681 SF
- 10.4 Basement Exempt Area:
Occupied: 11,608 SF
Basement Parking: 54,712 SF
- 10.5 Total Occupied Area (Excludes Structured Parking): 190,339 SF
- 10.6 Total Building Area (Including Parking) = 244,607 SF
- 10.7 Total Commercial SF (81,348 SF FAR + 11,608 SF Exempt) = 92,956 SF

2.2.12.8.3 Form Standards

ITEM 11: Pedestrian Frontage:

- 11.1 Trees in grates
- 11.1.1 Frontage dimensions
Required: (min.) 13.5' 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.) 9'

Ground floor elevation (min.-max.) 0'-5'

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 40%
Ground story secondary street: greater than 40%
Upper story, primary/secondary: greater than 20%

ITEM 13: Parking Type Options: Underground parking

2.2.12.8.4 Environmental Standards Noted

Not Applicable

2.2.12.8.5 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 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: $\leq 3,000$ Kelvin
Provided: 3000 Kelvin

2.2.12.8.6 Natural Hazard to Avoid

Noted, Not Applicable

2.2.12.8.7 Signs

Noted and will comply

2.2.12.8.8 Grading, Erosion Control, and Stormwater

Noted

2.2.12.8.9 Physical Development Permit Required

ITEM 15: $\geq 15,000$ 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: 33

Parking Stalls Required: 50

17.1.2 Commercial

Hotel Parking Factor: 0.75

Hotel Unit Count: 109

Parking Stalls Required (Hotel): 82

Restaurant Parking Factor: 1/73 SF - 20% -33%

Restaurant Area: 3,455 SF

Parking Stalls Required (Restaurant): 26

Hotel Bar & Lounge Parking Factor: 1/40 SF/3

Hotel Bar & Lounge Area: 556

Parking Stalls Required (Hotel Bar & Lounge): 10

17.1.3 Disability Parking Spaces

Required: if ≥ 200 , 6 + 1 per 100 parking spaces

provided

Provided: 6 stalls

17.1.4 Electrical Vehicle Supply Equipment (EVSE)

Required: (Other Residential/Lodging)

I. EVSE Capable: 30%
175 stalls x 0.30 = 53 stalls

II. EVSE Installed: 5%
185 stalls x 0.05 = 9 stalls

Provided:

I. EVSE Capable: 53 stalls (including EVSE
installed)

II. EVSE Installed: 10 stalls

17.1.5 Street Parking Credit - 21

Total Parking Required: 168 stalls

Total Parking Provided: 175 stalls

2.2.12.C.3 Operational Standards

Noted and will comply

2.2.12.D.1 Allowed Subdivision and Development Options Noted

Noted

2.2.12.D.2 Residential Subdivision Requirements

Noted

2.2.12.D.3 Required Subdivision and Development Option Permits

Noted



March 5, 2025

RE: Sketch Plan Application: 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 30th, 2024, please find responses to the individual items below. To guide the reading below, the comments received from the Town are marked with a number, whereas Mogul's response begins with a letter.

With respect to several departmental review comments, Applicant recognizes that the purpose of Sketch Plan is to publicly review large physical development for general consistency with the LDRs at a preliminary conceptual level of detail before the development project is fully designed. We look forward to finalizing the site designs through the public process to finalize our responses to the comments below. The Project will be LDR compliant.

Engineering:

1. All improvements 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.
2. 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. Applicant looks forward to discussing with Town Council once the site plan is finalized through the Sketch Plan process and Town Engineering can provide feedback on future development requirements.
3. The water main along Cache Street requires upsizing.
 - a. Applicant looks forward to further analyzing and working with Town Engineering during Development Plan, and Engineering has provided further feedback to determine whether upsizing is necessary, based on attached estimated calculations as well as determining any cost share structure applicable to such upsizing.
4. The water mains in Perry and Mercill may require upsizing.
 - a. Applicant looks forward to further analyzing and working with Town Engineering during Development Plan, and Engineering has provided further feedback to determine whether upsizing is necessary, based on attached estimated

calculations as well as determining any cost share structure applicable to such upsizing.

5. The sewer main in the alley may need replaced or rerouted directly to Glenwood.
 - a. Applicant looks forward to further analyzing and working with Town Engineering during Development Plan, and Engineering has provided further feedback to determine whether upsizing is necessary, based on attached estimated calculations as well as determining any cost share structure applicable to such upsizing.
6. The Cache Creek Tube needs to be preserved or re-aligned, including providing/vacating easements as appropriate.
 - a. Applicant's Project will result in continuous flows through the Cache Creek Tube at its current alignment at the east and west property lines. Any re-routing or upsizing over applicant's property will be coordinated with the Engineering department and appropriate easements will be granted. Stormwater runoff from this project will impact the decision to potentially upsize the tube if required. The attached utility plan includes a proposed re-routing of the Cache Creek tube.
7. Provide plans and details that address the environmental issues with this area. Provide documentation or approval from the Wyoming Department of Environmental Quality for the proposed work.
 - a. Applicant recognizes that a portion of the site is identified as contaminated. Wyoming Department of Environmental Quality has previously produced a Remedial Action Plan. **UPDATE: As a result of DRC, PC, and Public Comment, Applicant has removed the subterranean level under Building B and Building C, removing the need to dig/excavate where the contaminated plume is located. Applicant listened to the concerns of the Town and revised accordingly.**
8. Provide information on groundwater depths, impacts to groundwater, groundwater quality, dewatering treatment and disposal (during construction and any permanent facilities), and address possible issues with surrounding property due to dewatering.
 - a. Applicant has conducted geotechnical analyses on the site and will restudy the Sketch Plan approved project. During construction, any groundwater encountered will be pumped from the area containing the subterranean parking area, treated for sedimentation, and injected back into the groundwater. Final site plan and geotechnical analysis will inform the amount of dewatering and the methods by which such subsurface water shall be treated and disposed of. In response to Town and Community feedback, Applicant removed an entire basement level across the whole Project, which has dramatically reduced the depth of the structures and impact to the groundwater/volume of dewatering necessary. **Update: In addition, Applicant removed the subterranean space under Building B and C as result of Town (DRC, PC, and Public Comment) to avoid the need to excavate the Benzene Plume area.**
9. Show the proposed kitchen/cafe/restaurants grease mitigation. Appropriately sized grease trap/interceptor(s) are required. Sizing and grease retention calculations will need to be submitted with the building permit for approval.

- a. Applicant recognizes grease mitigation will be an important component of kitchen/restaurant activities and will be finalized and shown during Development Plan.
- 10. Encroachment Agreements are required for any encroachments into the public way.
 - a. Applicant anticipates encroachments into the Town ROW which will principally be soil nails and as the site plan is finalized, we will work with Engineering to obtain appropriate permits.
- 11. Provide plans, details, and dimensions, etc. to pave the alley to ToJ standards, including any curb and gutter required for drainage. Provide a plan for improvements, access, and use of the alley, including finished surfaces. Depending on final utility plans, loading, access, services, maintenance arrangements, etc. alternative designs for the alley, it may be possible to install a non-standard alley that is less utilitarian and provides a more functional space.
 - a. As opposed to traditional alleyway, applicant would like to explore enhancing this alleyway for both vehicular, pedestrian, and cyclist traffic. Applicant proposes to pay for the approved enhancements and to assume maintenance responsibility for the entirety of the alleyway, potentially transforming this from a traditional alleyway to an enhanced, activated, multimodal passageway. We look forward to exploring requirements and desires from engineering and the Town council.
- 12. Provide a plan for proper snow storage including a plan for snow removal for the proposed cul-de-sac/roundabout area.
 - a. The plan set attached identifies snow storage locations. With regard to the cul-de-sac drop off area on private property, outside of the alleyway, Applicant plans to use a snow melt system to manage the snow fall, and to explore whether or not the Town would accept a snow melt system underneath the alleyway in the portion made up of the cul-de-sac.
- 13. Provide justification and reasoning for the access to building E from Glenwood.
 - a. The plan set attached has been adjusted based off of WYDOT feedback through the pre-application process. WYDOT has indicated they will no longer grant access from North Cache and as such, Applicant has responded with the attached plan set with access from Glenwood and the alley. Applicant will pursue right of way permits for the construction a new curb cut and any enhancements to the Glenwood curb extending the length of the property.
- 14. Provide a plan which shows the location of trash receptacles and large truck deliveries.
 - a. Please see this noted in the plan set attached for preliminary locations of trash receptacles and large truck access deliveries. Initial studies have a trash receptacle elevator that would be located on Glenwood street to service the residential buildings. The buildings on the west side of the alleyway have a trash elevator on attached to building B. Initial programming intends to have the other buildings provide the trash to the building B receptacle through the subterranean structure.
- 15. Provide plans and details for the right-of-way improvements, e.g. alley pavement, sidewalks, and pathways including streetlights, street signage, pavement/curb markings, etc. Include right of way section analysis to determine where the center of existing road is relative to the property boundary and curb location relative to the community streets plan. Initial review shows that Glenwood and Perry are wider than proposed community

street sections and the curbs could be moved out to facilitate buffers in the frontage. Mercill is more complicated and design should be coordinate with Town staff, including Pathways to determine if a protected bike lane is warranted.

- a. In discussions during the pre-application, Staff has identified some potential availability for sidewalk and curb enhancement in conjunction with the community streets plan and existing wider streets. Applicant looks forward to discussions with Council and Staff to determine the appropriate locations for enhancements as well as any cost share. All improvements shall be LDR compliant and the applicant's hope is that such improvements enhance not only this development but also the streets for our neighbors and the surrounding neighborhood. Such plans will be finalized as the site plan is finalized and feedback is obtained.
16. Provide a plan that shows the location and route of all dry utilities, communications, and power services that meet ToJ setbacks. Facilities serving private properties should be located on private property. Refer LDRs Article 7, Division 7.7 below.
 - a. Please see attached draft utility plans which will be refined through Sketch Plan.
17. Provide a plan for the Cache Creek Tube to remain in place or be realigned. CenturyLink/Lumen facilities are still blocking the crossing at Mercill and Cache.
 - a. Please reference item 6 and the attached utility plan.
18. Provide a plan that shows the accesses to the project relative to the access across the streets.
 - a. Please see attached plan set.
19. Provide confirmation that WYDOT still approves the Cache Street access.
 - a. NAP for the attached plan set.
20. Provide more information on how the development will be owned, managed, and if any of the buildings will be subdivided. Ownership will help determine how the utilities will be designed.
 - a. Residential buildings are anticipated to be condominiumized. Hotel will be owned separately. Condominiums in the mixed-use buildings that include the hotel product will be separately owned. Ownership and platting will be further refined at a development plan level. The attached utility plan details the proposed relocation of the utilities.
21. Clarify how a below-grade parking facility that serves and is below multiple buildings will be owned and managed.
 - a. Pursuant to Staff feedback at the Pre-application conference, below grade parking may be connected to multiple buildings and provide connectivity. All parking will be managed by either the hotel or a master homeowner's association.
22. Provide a plan for how will you serve 10 separate buildings with sanitary sewer, water distribution, storm, power, communications, gas, etc. With regards to ToJ Code the standard is one (1) service per lot. Show existing lot lines for reference.
 - a. Please find the draft utility plan attached. Applicant looks forward to discussing the utility plan with the Engineering department. In the event applicant needs to submeter any utilities, it shall do so on its property at its expense.
23. Provide elevated sidewalks and squared off accesses at all entries and alleys.

- a. Applicant plans to comply with the LDRs and code for sidewalks and squared off accesses at all entries and alleys.
- 24. Provide a plan to minimize impacts to infrastructure by providing...
 - a. Comment included in the departmental reviews was incomplete and reads per the above.

Town of Jackson Code

1. A construction-staging narrative shall be submitted for review and approval with the Development Plan application.
 - a. Understood, if a staging plan is required for the Project a narrative will be submitted with the Development Plan application. If required, Applicant will work to identify a sufficient staging area to be utilized for the Project.
2. Provide information on how the structure will be shored and constructed. Clarify if any shoring will encroach into the public way.
 - a. Depending on the final site plan, Applicant anticipates shoring and soil nails will occur on some if not all of the site. In such event, applicant will apply for encroachment permits for such soil nails. The shoring plan will be refined and defined with feedback from Staff and Town Council during sketch plan; the necessity for shoring will depend on the ultimate location of buildings in relation to the property lines.
3. Development plans provided shall show all work to be completed within the Towns rights-of way. Show all encroachments into the Towns rights-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.
 - a. Applicant will provide details and pursue any required encroachment agreements for the Sketch Plan approved project at Development Plan. Such encroachments will be informed by DRCs input with push and pull of structures adjacent to the property lines.
4. 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. Applicant will pursue the required demolition permits at the appropriate time.

LAND DEVELOPMENT REGULATIONS

Development shall comply with the physical development standards for its zoning.

5.7 GRADING, EROSION CONTROL, AND STORMWATER

5.7.2 Grading Standards:

1. 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.
 - a. Pursuant to Town Engineering feedback during the pre-application conference, grading plans will be provided for the Sketch Plan approved project during Development Plan as the site plan is refined with Town Council, public, and Staff feedback.

5.7.3 Erosion Control Standards:

1. Provide an erosion control plan that shows compliance with this section.
 - a. Pursuant to Town Engineering feedback during the pre-application conference, grading plans will be provided for the Sketch Plan approved project during Development Plan as the site plan is refined with Town Council, public, and Staff feedback.

5.7.4 Stormwater Management Standards:

1. Provide an erosion control plan that shows compliance with this section.
 - a. Pursuant to Town Engineering feedback during the pre-application conference, grading plans will be provided for the Sketch Plan approved project during Development Plan as the site plan is refined with Town Council, public, and Staff feedback.

6.2 PARKING AND LOADING STANDARDS

6.2.2 Required Parking and Loading:

1. 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 deliveries, show the proposed loading facilities.
 - a. The attached plan complies with the parking requirements and is noted.

6.2.5 Off-Street Parking and Loading Design Standards:

1. Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage.
 - a. The site plan shows access, circulation, and snow storage. Drainage and surface materials will be informed as the site plan is refined.

6.4 OPERATIONAL STANDARDS

6.4.1 Outside Storage:

1. Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.
 - a. The draft construction management plan has been attached herein, and will be further refined as construction means and methods are determined by the contractor, such as crane placement and timing of improvements which impact pedestrian, vehicular, and cyclist circulation. Any required offsite storage or staging will be addressed in a construction management plan that will be finalized through the Development Plan.

7.2 SUBDIVISION STANDARDS

7.2.2 Standards Applicable to all Development

7.2.2.A Improvements:

1. Provide plans and specifications for roads, streets, alleys, sidewalks, and pathways including streetlight, signage, and markings.
 - a. The plans and specifications will be developed through sketch plan, taking into account the community streets plan and opportunities for enhancements in the

right of way. Specific engineering plans will be provided for the Sketch Plan approved project during Development Plan.

2. Provide a sanitary sewer wastewater plan.
 - a. Please see attached proposed draft utility plan. This will be further refined through Sketch Plan.
3. Provide a water supply plan.
 - a. Please see attached proposed draft utility plan. This will be further refined through Sketch Plan. Please see attached draft domestic water demand.
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. Cache Creek tube capacity is unknown at this time and whether it can handle additional storm drainage from this development. In the event it cannot, the applicant will run its own discharge line either parallel to the Cache Creek Tube or North in the alley to Perry Street and will discharge it's stormwater adjacent to the Cache Creek tube into Flat Creek after pre-treatment (sand and oil separator) and detention at historic rates. Calculations and the storm drainage plan will be informed as building, roof, and landscaping design is finalized with feedback at DRC, PC, and Town Council. Calculations for the stormwater will depend on total site landscaping and design, which will be finalized based on feedback from DRC, PC, and Town Council. Preliminary storm drain calculations are attached.
5. Provide an irrigation plan or statement.
 - a. Once DRC, PC, and Town Council determine the location of the buildings, a detailed irrigation plan will be provided.
6. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas.
 - a. See attached utility plan.
7. Provide a plan for permanent reference monuments, property corners, etc.
 - a. Applicant plans on vacating internal lot lines through boundary adjustments and a potential plat. Reference monuments located in improvements such as sidewalks will be monumented by brass caps cast in concrete sidewalks and verified by surveyors. Building setbacks will largely render conflicts between construction and surveying monuments moot.
8. Permits are required prior to construction of development improvements.
 - a. Applicant will apply for building permits once its Development Plan is approved..
9. All improvements 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.
10. 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. Applicant looks forward to discussing with the Town Council at the appropriate time and exploring cost shares as necessary.

7.6 TRANSPORTATION FACILITY STANDARDS

7.6.2 Access to Roads, Streets and Highways:

1. 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. Please see the preliminary Sketch Plan application attached. Further information will be provided for the Sketch Plan approved project during Development Plan.

7.6.3 Streets Alleys and Easements:

1. 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. Requested detailed engineering plans will be provided for the Sketch Plan approved project during Development Plan and will be dependent on adjustment of community street widths in discussion with Town Engineering and Council. All alignment, profiles, and grades will be LDR compliant.

7.6.4 Street and Road Standards (section not used, for reference):

1. 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. Engineering and Pathways have both expressed an interest in narrowing adjacent streets and both widening and or providing a possible bike lane (protected or not).
2. 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. Project plan set will abide by ADA, IBC, and Town Standards. Additional engineering plans will be provided for the Sketch Plan approved project during Development Plan.
3. Design street frontages using existing road grades for control of sidewalk and buffer grades. Treat any buffer and sidewalk all as one plane, without grade breaks. Accommodate accessibility within the private property and not in the right-of-way.
 - a. Understood and Applicant looks forward to working with the Town in finalizing the Sketch Plan approval for the Project.

7.7 REQUIRED UTILITIES

7.7.2 Potable Water Supply:

1. 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. Please see attached draft water demand calculations. Required water supply studies will be provided at Development Plan.
2. 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. As referenced above, applicant will provide private submetering as necessitated by ownership, will provide adequate piping or apparatus for system expansion, and will install all required backflow prevention devices at appropriate locations

informed by final site plan. The proposed Project will be in compliance with state and local regulations.

3. Water services over 2-inch in diameter require engineering design.
 - a. Understood, and Applicant will work with Town Engineering on the final design of water services.

7.7.3 Sanitary Sewer System:

1. Provide a sanitary sewer analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities.
 - a. Preliminary sanitary sewer demand analysis is attached. Applicant will require feedback from Town Engineering on downstream impacts and looks forward to discussing any necessary.
2. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, and provisions for system expansion.
 - a. This detailed analysis will be provided during Development Plan.

7.7.4 Irrigation System:

1. Provide an irrigation plan for the entire development. For all systems provide the irrigation water demand, type of backflow preventer, location, and whether irrigation will be metered separately from domestic.
 - a. See reference above.

7.7.5 Other Utilities:

1. 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.
 - a. See attached draft utility plan. Right of way easements will be provided as required.
2. Show that private utilities can be located on private properties, e.g. transformers.
 - a. See attached draft utility plan.

8.3.2.C FINDINGS FOR APPROVAL

1. Provide a plan for mail delivery that does not have a significant impact on public facilities and services, e.g. mail and parcel room, USPS Caller service, private mail delivery, etc.
 - a. With finalization of site plan, Applicant intends on providing mail room and package delivery storage/system.

IBC CHAPTER 11 / ADA ACCESSIBILITY

1. Show compliance with accessibility regulations including but not limited to: 1104.1: At least one accessible route within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance served.
 - a. Project will abide by IBC requirements and ADA accessibility requirements.
2. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements and accessible spaces that are on the same site.
 - a. Project will abide by IBC requirements and ADA accessibility requirements.
3. Accessible routes shall coincide with or be located in the same area as a general circulation path. Where the circulation path is interior, the accessible route shall be

interior. Where only one accessible route is provided, the accessible route shall not pass through kitchens, storage rooms, restrooms, closets or similar spaces.

- a. Project will abide by IBC requirements and ADA accessibility requirements.

Additional Comments:

1. 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. See attached plan set which includes color coded plans. Floor area is fungible between lots of record on a noncontiguous site.

Floor area calculations are looked at based on the “site”. The maximum floor area allowed on a site is the maximum habitable floor area not including basement floor area, as defined in Division 9.5. LDRs, Section 9.4.6.C.1. The maximum above-grade floor area is calculated by multiplying the allowed FAR by the applicable site area. LDRs, Section 9.4.6.C.3. “Site” means the entire area of the land on which a use or development is existing or proposed. A site may be a portion of a lot of record or may include multiple lots of record. LDRs, Section 9.5. Here, the “site” includes multiple lots of record separated by an alley.

In the CR-2 district, gross site area is used to calculate maximum floor area. LDRs, Section 9.4.6.C.2. Gross site area is the area of the lot of record or site as determined by a certified boundary survey. LDRs, 9.4.4.A. Gross site area may include noncontiguous sites under certain conditions. Specifically, gross site area may equal the total area of 2 or more noncontiguous sites provided the following standards are met (see LDRs, Section 9.4.4.A.1):

- a. The location of development that results from the transfer of density/intensity from one noncontiguous site to another shall be consistent with areas designated for development in the Comprehensive Plan;
- b. Infrastructure shall be available, or can be constructed, to sufficiently serve the proposed development; and
- c. Open space that results from the transfer of density/intensity from one noncontiguous site to another shall accomplish the objectives of open space preservation described in these LDRs and the Comprehensive Plan.

With regard to (a), this is an in-Town site, all within District 2 (Town Commercial Core), Subarea 2.3: Downtown under the Comprehensive Plan. This area is a transitional area intended for redevelopment with a mixture of two to three-story commercial, lodging, and residential buildings and a high concentration of tourist-related

accommodations and services. p. IV-24 in Comprehensive Plan. Both portions of the site, the east and west sides of the alley, are in the same Comprehensive Plan District and same zone – we are not dealing with a transfer between two different Comprehensive Plan Areas.

With regard to (b), infrastructure will be sufficient here to serve the proposed development.

With regard to (c), open space and landscape surface ratios will be complied with on the site. See the enclosed LDR compliance checklist.

The Town has allowed the transfer and utilization of FAR from one noncontiguous site/lot to another. In 2022, the Town approved Hotel Jackson's transfer of 4,463 square feet of FAR from 145 North Glenwood Avenue to 135 N. Cache pursuant to P22-156 (Amendment to DEV), noting that the Town allows the shifting of floor area from noncontiguous parcels, and treating noncontiguous parcels as one site, if there is common ownership and the sites would be contiguous but for a right of way between them. Here, we have both common ownership and contiguity but for a right of way between the parcels (i.e. the alley).

Moreover, the entire site is included in one Sketch Plan application so that the two sides of the alley would be tied together in one planning application. In the Hotel Jackson application, the Town required the owner to record a deed restriction on the Glenwood parcel for record-keeping purposes so that future owners had notice that the Glenwood parcel had 4,463 square feet less FAR than what was allowed. Here, instruments could be recorded, if necessary, to document any FAR transfer between parcels on the east and west sides of the alley so that the public and future owners are put on notice of available FAR on either side of the site. Moreover, irrespective of ownership, the Mogul parcels east of the alley and those west of the alley will be tied together for entitlement purposes since all lots have been included in one application.

To the extent that Town Staff has a different interpretation of the definition of the site, the programming can be adjusted to be located on the respective sides of the alleyway.

2. FUNCTION OF THE ALLEY/VALET/LOADING – Staff will be requesting additional information on the function and improvements within the alley, especially related to the proposed circular turnaround. Are there any underground or above-ground encroachments in the alley? Need to discuss maintenance such as snow plowing...is the applicant planning on maintaining the alley being that this is their primary vehicular entrance? Also, when a guest parks in the hotel valet area and is staying in buildings A or K, is the plan that they simply walk outside during the winter to these buildings or is there a strategic pedestrian pathway connection plan proposed?
 - a. As planned, applicant is not requesting encroachments for the cul-de-sac drop off space. A snow melt system is planned under the private property section of the

cul-de-sac drop off and loading area. Applicant is interested in discussing these improvements, including snow melt in the middle of the cul-de-sac, which discussion will be informed by Engineering's feedback on how this alley should function and be improved. Applicant is open to discussing improvements and maintenance of the alleyway with the Town public works. With respect to the parking structures, the attached plan set would include parking beneath the structures. A further detailed parking summary is attached herein.

3. SITE FUNCTIONALITY – Staff will be requesting additional information and explanation on how the site functions, pedestrian movement/access, parking, etc.
 - a. Applicant is happy to further discuss operations and plans with the Town staff during the Sketch Plan process. Applicant has preliminary ideas and is looking forward to incorporating comments from the Town Staff, DRC, PC, and Town Council.
4. 2:1 BONUS – Does the applicant still plan to put the workforce portion of the 2:1 bonus off-site? Staff does not advise proposing the workforce portion off-site because one of the Council's recent big building changes is to require all 2:1 to be on the same site.
 - a. After hearing Town's concerns regarding 2:1 bonus being located onsite. The Applicant has placed all 2:1 bonus workforce housing on-site. Applicant has interest in further exploring the Town's interest in allowing the required workforce housing to be located off-site in exchange for affordable deed restrictions.
5. 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. Preliminary site design complies with these requirements.
6. PEDESTRIAN FRONTAGE TYPE - The pedestrian frontage type requires Trees in Grates on Cache, Mercill, and Perry. Trees in Lawn may be desired on Glenwood.
 - a. Understood, trees are planned to be placed in grates on Cache, Mercill, and Perry. Applicant is looking forward to feedback on the vegetation along Glenwood and the additional landscaping plans.
7. BASEMENT DEFINITION – Similar to the previous Sketch Plan submittal, the applicant will need to demonstrate that the basement complies with the Town's basement definition which states "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." Since the last submittal, the Planning Director has interpreted that areas dedicated as basement window wells/walkout basements count against the basement definition's 50% perimeter rule.
 - a. All buildings with basements will demonstrate compliance with the Town's basement definition. Building D is the only building with basement habitable space which includes the fitness and spa. That basement space is fully subgrade, and the building no longer include partially below grade space that is qualified as

basement. The other habitable space connected to the buildings on the east side of the alleyway are strictly back of house or mechanical spaces.

8. HOUSING MITIGATION - Regarding existing housing credits, please provide a breakdown of the uses and their associated square footage for each property. Housing credits shall mean a building or use existing on December 18, 1995, or the building or use legally established since that date with the highest affordable workforce housing requirement. Staff believes this information already exists but it was not included in this particular submittal.
 - a. Please find this in the attached submittal.
9. EV PARKING – The new EV parking standards in LDR Section 6.2.2.F will apply to this development.
 - a. Building will abide by the EV parking standards and is shown in the plan set.
10. BIKE PARKING - The new bike parking standards in LDR Section 6.2.2.D will apply to this development.
 - a. Bike parking meets the LDR requirements and is shown in the plan set.
11. SIDE INTERIOR SETBACK - The CR-2 zone has a 10' rear setback off the alley.
 - a. Town Staff mentioned during the pre-application conference that the corner lots may benefit from a 5 foot setback from the alleyway. Applicant remains interested in pursuing such setback on limited corner lots in order to help break up massing along the alley.
12. 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. The required street trees are a separate requirement.
 - a. Project meets 10% LSR ratio as shown in the plan set.
13. PARKING REQUIRED - Need clarification on the amount of parking required which includes factoring in the commercial spaces. In addition, staff did not find any historical parking credits tied to any of the subject properties. Also, is the hotel and residential uses served by valet parking? Need details on the automated parking system that was mentioned in the narrative.
 - a. Please find a parking summary attached which details the requirements and parking provided. Per discussion with Staff during the pre-application conference, Applicant was informed that the Town would permit connection and connectivity below the buildings via the parking structures. This is anticipated to be much more efficient than the current programming. Applicant looks forward to discussing this with Staff and if permitted making these revisions during the Sketch Plan process, as Staff communicated that the change would not be deemed a substantial modification.
14. PHASING – Staff will be looking for more details about the phasing plan with the Sketch Plan submittal. Since all uses need parking, staff assumes that the buildings with the automated parking will received CO first.
 - a. As of Sketch Plan submittal, Applicant plans to build the Project in one phase, which will include the delivery of the parking.
15. SUBDIVISION - Are there any plans to subdivide the buildings and/or units into ownership condominiums?

- a. Residential buildings are anticipated to be condominiumized. Hotel will be owned separately. Condominiums in the mixed-use buildings that include the hotel product will be separately owned. Ownership and platting will be further refined at a development plan level.
- 16. LDR COMPLIANCE - Applicant needs to provide a full LDR compliance checklist and housing mitigation plan.
 - a. LDR compliance checklist is attached herein, as is the housing mitigation plan.

Sincerely,
Brad Wagstaff
Chief Executive Officer



Neighborhood Meeting Summary

Date: 10/30/2024

Location: Jackson SouthTown Clubhouse

Attendees:

- Mogul Capital Team (Brad Wagstaff, Brent Layton, Cole Larson)
- Stefan Fodor (Fodor Law Office)
- Joe Paulson
- Michael Pruett
- Dawn Pruett
- Cortney Spraybemy
- Mark Sullivan
- Rob Neill
- Phoebe Kudar
- Jacob Harasek
- Keith Hier
- Stephan Haerns
- Michael Kudar
- Joe Kudar
- Two attendees elected to not sign in

The Applicant gave a general overview of the history of the project and the updated plans being submitted to the Town of Jackson.

The Applicant opened the floor to questions. Those questions are summarized below.

Q: What is the total square footage of the project?

- A: Total above grade habitable square footage of the project is approximately ~175,000 SF.
Note: final submittal to the Town deviates slightly from this number.

Q: Would it be better to do all the parking underground in non-separate structures?

- A: Yes, it would be more efficient to not have to separate the parking structures. The current LDRs do not explicitly provide this, but it would provide efficiencies. The current submittal is showing separate parking structures as that is what the Town currently explicitly allows.

Q: Can Mogul speak to what is going to happen to the alley with the circular drop off and reception and how others expect to use it?

- A: The alleyway will remain open to public use at all time and the Project's use will consist of cross traffic with queuing on our Property to get to the circular drop off. We do hope that the Town will allow us to improve the alleyway. The plan is to renovate the alleyway and make it more pedestrian and user friendly.

Q: How does loading work with the alley way?

- A: We are working to refine that but each building will have its own drop off/loading programming.

Q: An unidentified attendee requested information on how the public was notified about this meeting?

- A: Mogul Capital sent letters directly to the neighbors per the Town requirements and posted a sign on the project site notifying the public of the meeting in accordance with Town regulations.

Q: An unidentified attendee asked how we can obtain the copy of the site plan and renderings, and track changes in the project?

- A: After the project is submitted to the Town, all plans are made public. Mogul is also happy to send plans to individuals as requested.

Q: How many workforce units will be built compared to market rate units?

- A: Current design plans include roughly 50,000 SF of habitable market units, and 25,000 SF of habitable workforce units. *Note: final submittal to the Town deviates slightly from this number.*



Parking Summary

Per the LDRs and Mogul Capital's operating assumptions, the required parking for the project equates to 168 spaces. The property adequately provides that requirement with a total of 175 parking spaces. Of the required parking, 154 are located within the parking garage and 21 spaces stem from street parking credits per the LDRs. The parking management plan provides additional detail on the allocations and the management strategy toward these spaces. The parking calculation below includes the LDR allowed 20% shared use reduction on the Bar and Restaurant spaces. In addition, provided the bar and restaurant are within the hotel (no direct external street access), it is assumed that another 33% of the establishments will be coming from the hotel or the condominiums. As a result, an additional 33% reduction has been applied to the Bar and Restaurant spaces to avoid the need to double park those uses. This was discussed with Planning Staff and has been consistent with the calculations to date.

North Cache Parking Requirements					
Use	Size	LDR Parking Ratio	Parking Sharing Allowed in LDRs	Public Use Adjustment	Parking Required
Market Rate Residential	17 units	1.5x	-	-	26
Workforce Housing	16 units	1.5x	-	-	24
Hotel	109 Keys	0.75x	-	-	82
Bar	698 sf	1 space per 40 sf	20%	33%	10
Restaurant	3,549 sf	1 space per 73 sf	20%	33%	26
LDR Required Parking					168

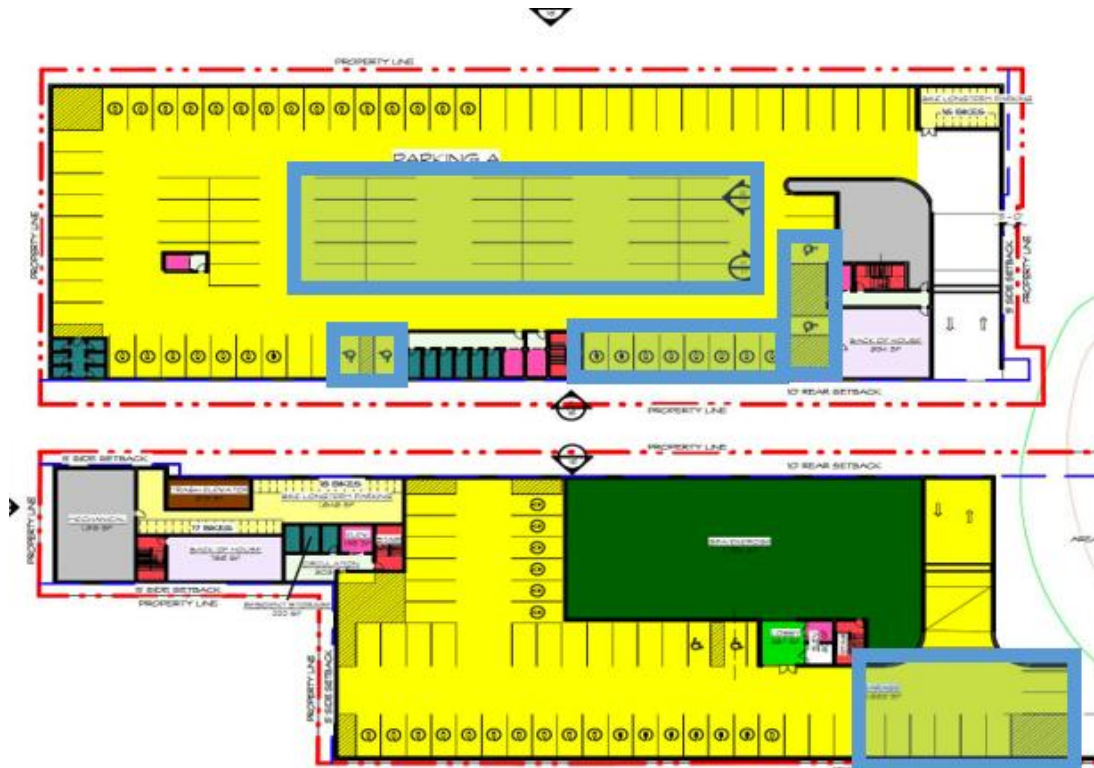
Parking Summary	
Parking Required	168
Parking Provided	
Parking Garage	148
Parking Garage ADA	6
Street Parking Credits	21
Total Provided	175
Excess Parking Provided	7



It should be noted that this Parking Management Plan is based on current programming and is subject to change throughout the Sketch Plan and Development Plan process as the project evolves. The Project is in a conceptual Sketch Plan review process and is likely to change due to feedback from Planning Commission, Design Review Committee, and Town Council.

The proposed property has 17 market-rate residential units and 16 workforce housing units, for a total of 33 residential units. In compliance with the LDRs, these units are allocated 1.5 parking spaces per unit for a total of 50 parking spaces. These parking spaces are located within the subterranean parking garage. Residential units are programmed to include designated parking spaces within the respective parking structures. Included in the individual space count are six ADA spaces (for all uses), which will be allocated based on 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 can utilize that service at the main hotel lobby entrance. 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 blue.



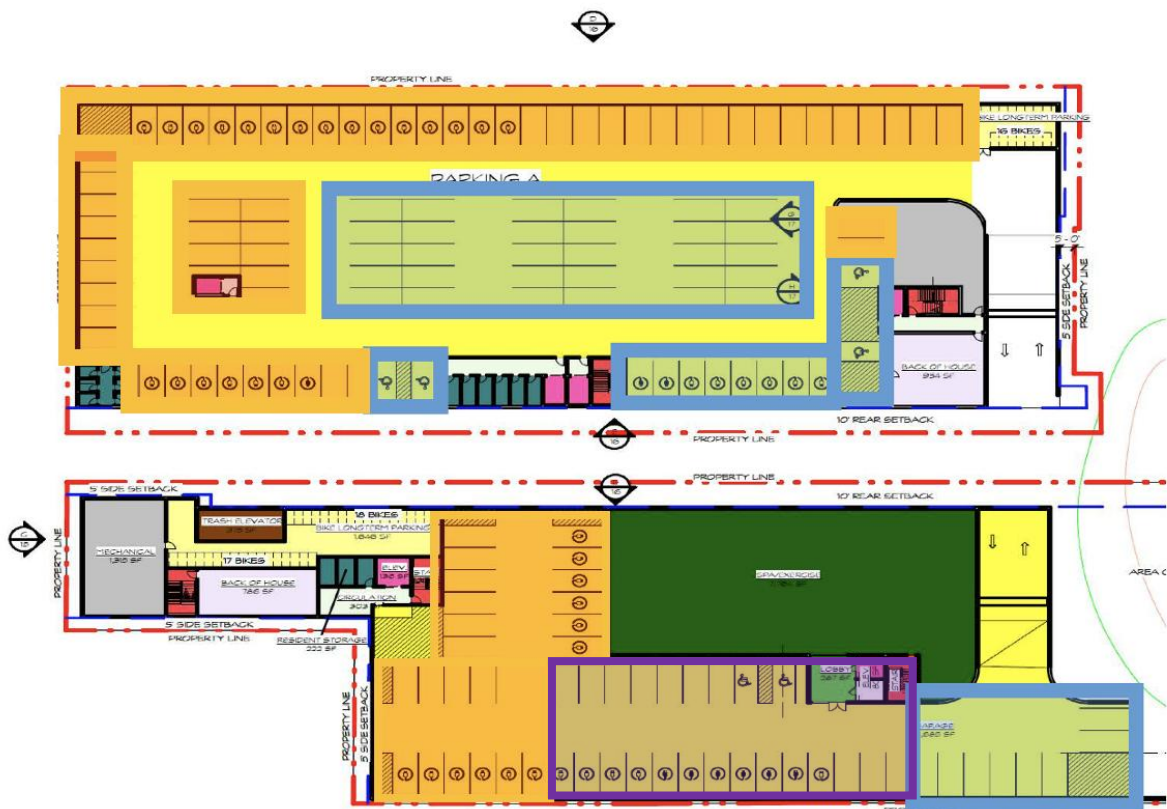
The proposed property has 109 hotel rooms. Each room is allocated 0.75 parking spaces per the LDRs, for a total of 82 parking spaces allocated for hotel guest use. These 82 spaces are located within the parking garage structures. The hotel parking is currently intended to be valet-managed. Parking for the hotel is provided on both sides of the alleyway, 22 on the East side and an additional 60 spaces on the West Side. Parking for hotel guests would be valet priority, with majority of guests expected to utilize valet for their vehicles.

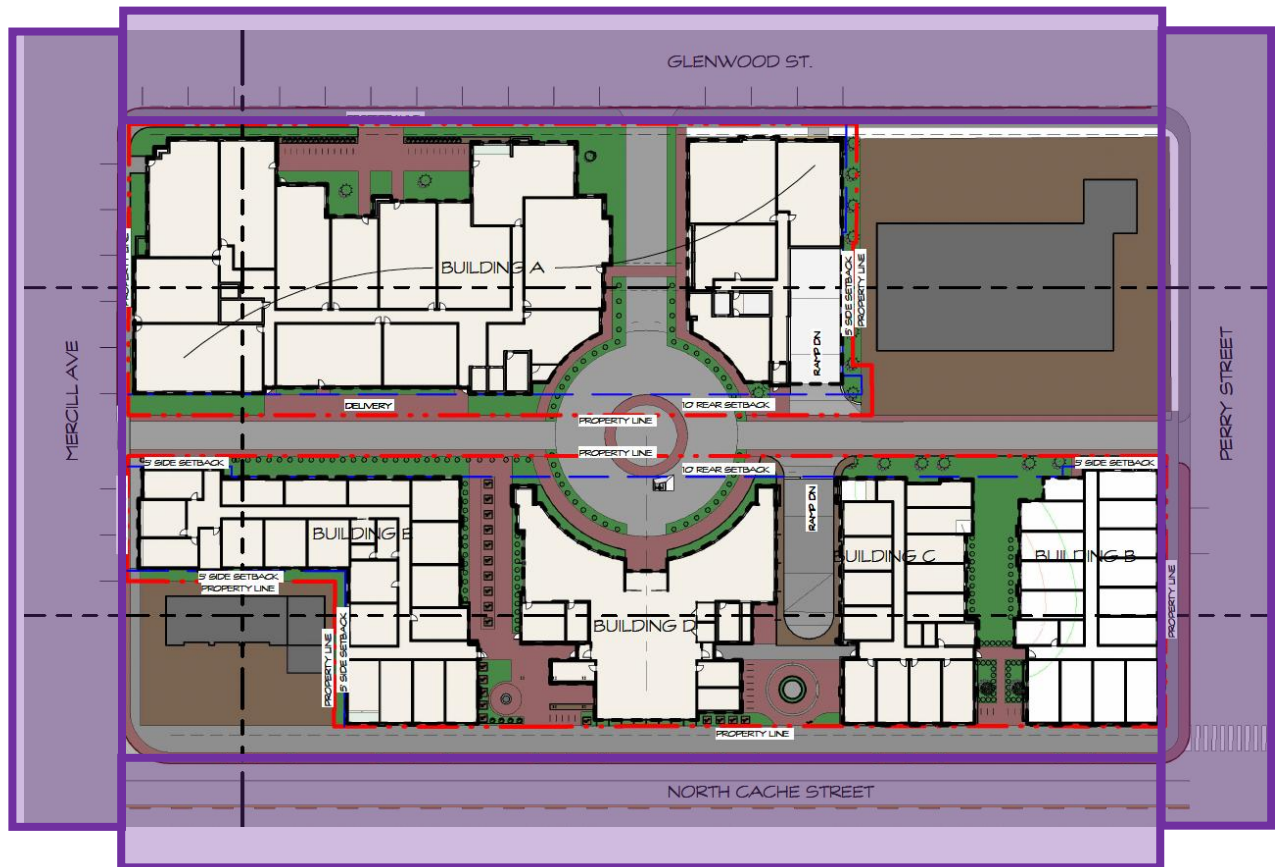
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Restaurant and Bar Parking

The property will include a restaurant that will be open to both guests and the public. The restaurant is currently programmed to be 3,549 sf. The bar is currently programmed to be 698 sf. The LDR requirement for the restaurant parking is 1 per 73 sf and 1 per 40 sf for the bar. While the restaurant and bar are open to the public and outside guests for lunch and dinner, it will serve only hotel guests for breakfast and room service. Applicant estimates that based on this operating plan, the location of the restaurant inside the hotel with no direct external restaurant street access that approximately 33% of the patrons in the restaurant will be either guests of the hotel or owners of the residential units. As such, this would indicate a parking requirement of 36 spaces. There are 22 parking spaces within the parking structure allocated for restaurant parking, which can be valeted or self-parked. There are an additional 21 street parking credits associated with the property, per the LDRs. This totals to 44 parking spaces for restaurant and property use. Of note, the Property is programmed to include a total of 7 excess parking spaces, which can be available for additional restaurant parking if necessary.

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.







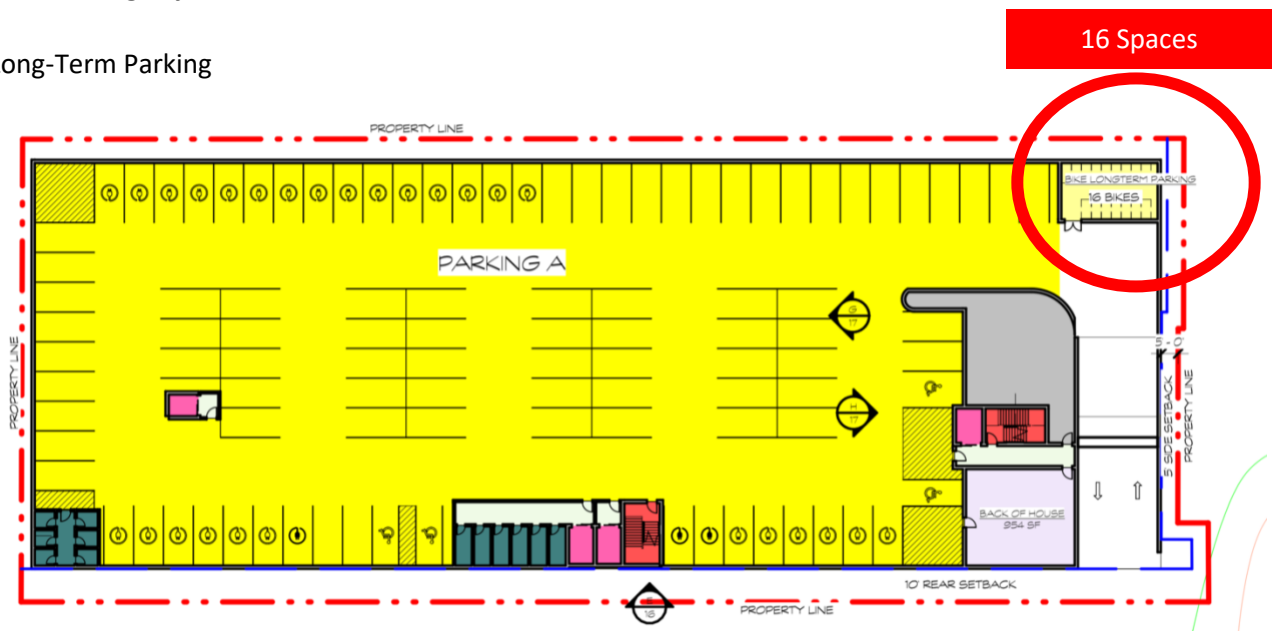
Bike Parking Summary

Per the LDRs and Mogul Capital's operating assumptions, the required bike parking for the project equates to 25 short-term spaces and 33 long-term spaces. The property adequately provides that requirement with a total of 41 short-term spaces and 51 long-term spaces. Of the required parking, the 51 long-term spaces are located within the parking garage, and 41 short-term spaces are located above grade on the ground floor.

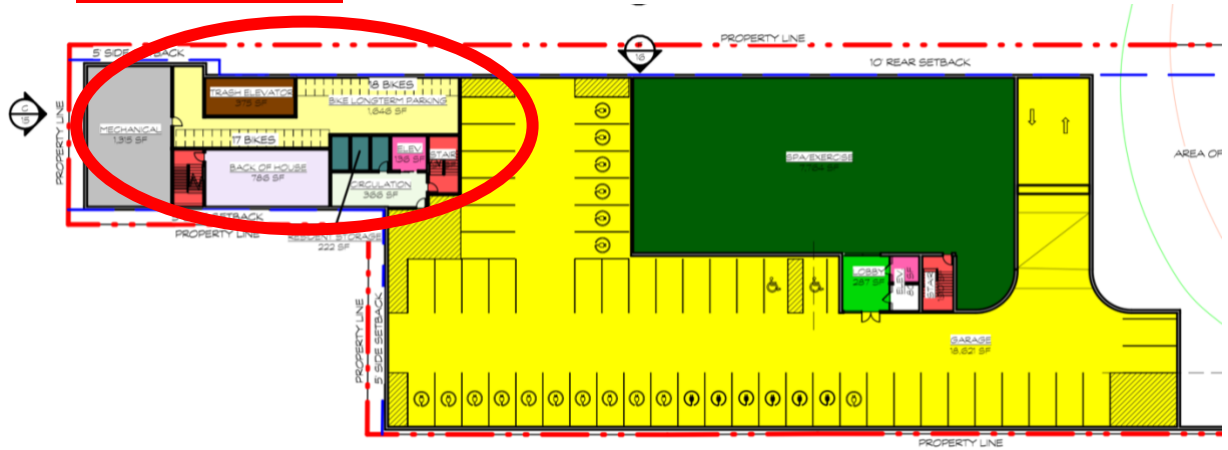
North Cache Conceptual Bike Parking Requirements					
Use	Size	LDR Parking Ratio	Short-Term Parking Required	Long-Term Parking Required	Total Parking Required
Housing	33	.75 per unit	7	19	26
Hotel	109	1 per 11 units	7	6	13
Restaurant	~242	1 per 22 people	7	4	11
Amenities	~13,200	1 per 1650 sqft	4	4	8
LDR Required Parking			25	33	58
Parking Provided			41	51	92
Excess Bike Parking			16	18	34

Bike Parking Layout

Long-Term Parking



35 Spaces



Short-Term Parking

22 Spaces





Housing Mitigation Plan – North Cache

Housing Credits:

In review of prior uses of the site, the housing credit calculator provides housing credits for the project. These prior uses include the following:

- **375 N Cache: Teton Texaco**
 - Prior use included 3,000 sf of heavy retail and service, as the space was utilized as a gas station.
 - Years on Site: Post 1967 - 2012
 - This use equates to 0.369 housing credits, per the housing calculator
 - PIDN: 22-41-16-28-4-03-001
 - Per discussions with Planning Staff, the below will be accepted to prove the historical use of the site.

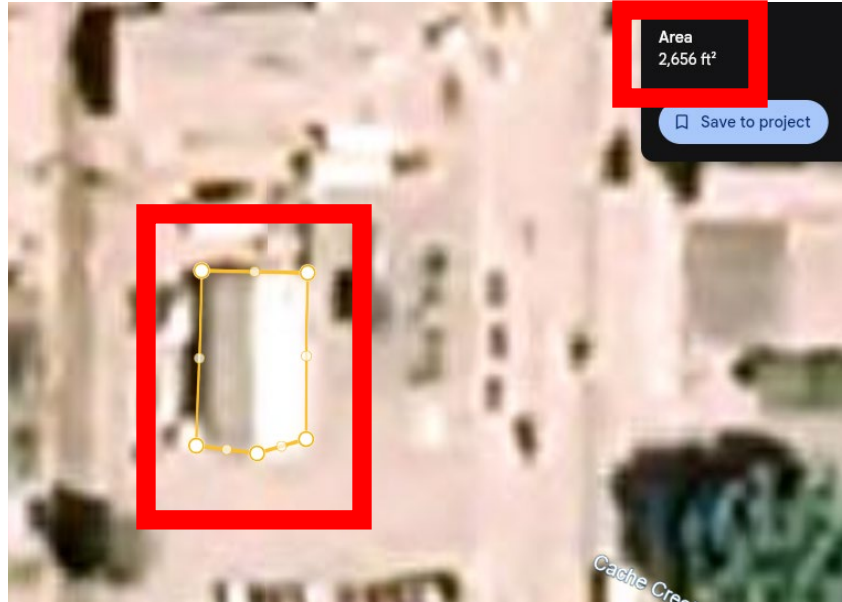




■ **355 N Cache: The Old Orvill's Thrift Shop**

- Prior use included a thrift shop (retail) which occupied 2,500 sf
- Years on Site: Post 1955 - 2012
- This use equates to 0.539 housing credits, per the housing calculator
- PIDN: 22-41-16-28-4-03-004.01, 22-41-16-28-4-03-004.02
- Per discussions with Planning Staff, the below will be accepted to prove the historical use of the site. No assessor data is available.





- **335 N Cache: Lewis & Clark**

- Prior use included an expedition company that occupied 1,325 sf of shop space and 162 sf of a storage shed. Planning Staff has advised that the storage shed can't be included in the calculation as it is not considered habitable.
- This use equates to 1.440 housing credits, per the housing calculator
- Planning Staff has advised that the below will be accepted to prove the historical use of the site.

2 Storage - Material	
Description	Storage - Material
Stories	1
Square Feet	162
Improvement Value	\$14,340
Year Built	2009

1 Office Building	
Description	Office Building
Stories	1
Square Feet	1,325
Improvement Value	\$610,287
Year Built	1969

○



○



○

- **325 N Cache & 45 Mercill: Pioneer Motel**

- Prior use included the Pioneer Motel, classified as conventional lodging. The Pioneer Motel held 25 keys.
- This use equates to 2.554 housing credits, per the housing calculator
- Planning Staff has advised that the below, paired with **Exhibit A** to this summary, will be accepted to prove the historical use. Exhibit A includes pages from an appraisal that was conducted on the Property, confirming the total number of rooms in each structure identified below.



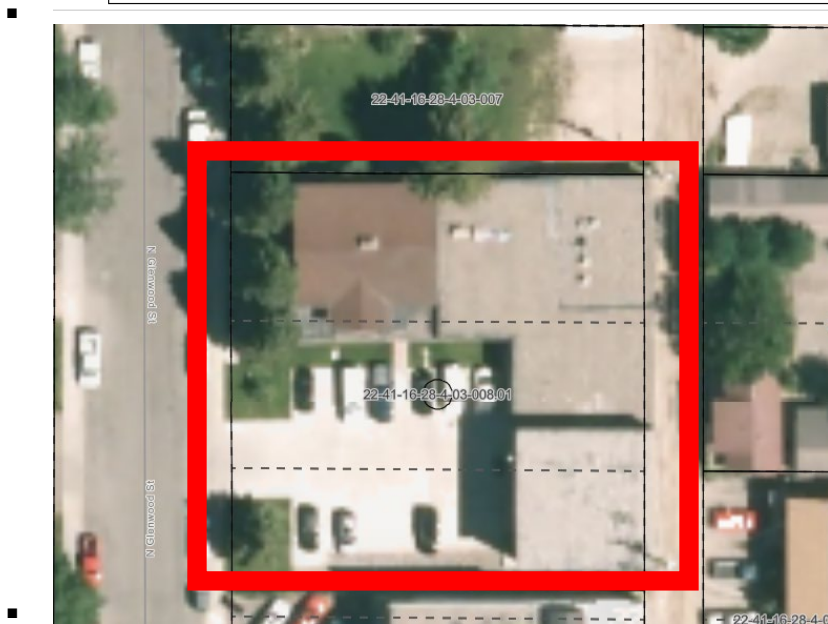


- **330 N Glenwood:**

- Historic use of the site includes an office building totaling 11,654 sf of habitable space. Planning staff has advised that the 5,582 sf of garage/commercial space can not be included as it is not considered habitable.
- Years on Site: 1965 - Current
- This use equates to 2.875 housing credits, per the housing calculator
- Planning has advised that the below will be accepted to prove the historical use of the property.

Improvement Details

1 Office-Apartment	
Description	Office-Apartment
Stories	1
Square Feet	11,654
Improvement Value	\$3,680,799
Year Built	1965



- **65 Mercill:**

- Historic use of site includes an office building totaling 9,440 sf
- Years on Site: 1974 - Current
- This use equates to 2.329 housing credits, per the housing calculator
- Planning has advised that the below will be accepted to prove the historical use of the Property.

Improvement Details

1 Office Building	
Description	Office Building
Stories	2
Square Feet	9,440
Improvement Value	\$2,911,674
Year Built	1974



- **360 N Glenwood: Residential House**

- Use of site included a detached single-family unit (unrestricted), totaling 857 sf
- Years on Site: 1930 – Current
- This use equates to 0.019 housing credits, per the housing calculator.
- Planning Staff has advised the below will be accepted to prove the historical use of the property.

1 Single Family Residential

Description	Ranch 1 Story
Stories	1
Square Feet	857
Exterior	Frame Siding
Roof Cover	Composition Shingle
Improvement Value	\$475,215
Year Built	1930



- 370 N Glenwood: Residential House

- Use of site includes a detached single family housing, totaling 1,500 sf
- Years on Site: 1930 – 2023
- This use equates to 0.035 housing credits, per the housing calculator
- Planning has advised the below information, paired with **Exhibit B** to this summary, will be accepted to prove the historical use of the site. Exhibit B includes the square footage on the demolition permit received for this property, as the County assessor information does not include any records.



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In total, the prior uses of the site equate to 10.159 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 affordable requirements generated by the proposed Project. The housing mitigation calculator indicates that 3.518 units are required to mitigate the project. If the project is approved, Mogul Capital would agree to deed restrict these 4 rental units at The Loop. The mitigation calculator and LDRs

indicate that those units will be spread as follows, and the supporting housing mitigation calculator is attached:

- AMI Range: 0-50%
 - o 1 Two-bedroom
- AMI Range: 50-80%
 - o 1 Studio
- AMI Range 80-120%
 - o 1 Studio
 - o 1 Two-bedroom

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, the 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. After hearing Town's concerns regarding 2:1 bonus being located onsite, the Applicant has placed all 2:1 bonus workforce housing on-site. Applicant has interest in further exploring the Town's interest in allowing the required workforce housing to be located off-site in exchange for affordable deed restrictions. To satisfy the 2:1 requirement, the proposed Project includes 27,840 sf of workforce housing, which represents 1/3 of the total housing of the Project.

EXHIBIT A

Exhibit A - Table of Historical Uses							
Address	Parcel Number	Building Name	Building	Year built	Years on-site	Bld sq ft	Classification
375 N. Cache Street	22-41-16-28-4-03-001	Teton Texaco	Gas Station	Post 1967	Post 1967 - 2012	3,000	Retail
355 N. Cache Street	22-41-16-28-4-03-004	Orvill's Thrift Shop	Retail	Post 1955	Post 1955 - 2012	2,500	Retail
335 N. Cache Street	22-41-16-28-4-03-005	Lewis & Clark expeditions	Commercial building	1969	1969 - Current	1,325	Retail
		<i>Not included in calc</i>	Equipment shed	2009	2009 - Current	162	Storage shed
325 N. Cache Street	22-41-16-28-4-03-009	Pioneer Motel	Hotel	1958	1958 - 2018	1,417	Hospitality
			Hotel	1958	1958 - 2018	1,600	Hospitality
			Hotel	1958	1958 - 2018	1,904	Hospitality
45 Mercill Avenue	22-41-16-28-4-03-011	Pioneer Motel	Hotel	1989	1989 - 2018	2,880	Hospitality
330 N Glenwood Street	22-41-16-28-4-03-008	Meridian office	Office	1965	1965 - Current	10,877	Office
			Upstairs Office	1965	1965 - Current	777	Office
		<i>Not included in calc</i>	Garage / Office	1965	1965 - Current	5,582	Office
65 Mercill Avenue	22-41-16-28-4-03-012	Mercill Office	Office	1974	1974 - Current	9,440	Office
360 N Glenwood Street	22-41-16-28-4-03-006	Residential House	Residential	1930	1930 - Current	857	Residential
370 N Glenwood Street	22-41-16-28-4-03-006	Residential House	Residential	1930	1930 - Current	1,500	Residential

EXHIBIT B

APPRAISAL REPORT
OF
45 MERCILL AVENUE, 325, 345, NORTH CACHE STREET
JACKSON, TETON COUNTY, WYOMING 83001

JHREA FILE # 14-052 TO

DATE OF VALUATION: DECEMBER 10, 2014

DATE OF REPORT: DECEMBER 12, 2014

PREPARED FOR

MS. WENDIE KING
LOAN REVIEW & COMPLIANCE
BANK OF JACKSON HOLE
990 WEST BROADWAY
JACKSON, WY 83001

PREPARED BY:

THOMAS A. OGLE
WYOMING/IDAHO GENERAL CERTIFIED APPRAISER

JACKSON HOLE
REAL ESTATE
— ASSOCIATES —

80 W. BROADWAY - PO BOX 4897
JACKSON, WYOMING 83001
307-739-1104

g. Water and Water Rights – There is no live water located on the subject property. Any analysis of the water rights associated with the subject property is beyond the scope of this report.

h. Mineral Rights – Any analysis of the mineral rights is beyond the scope of this report.

i. Abutting Uses - The subject lots adjoin commercial uses on all sides. Additionally, the majority of the surrounding properties are commercial in nature.

j. Improvements – There are several improvement located on the subject property.

Each of these improvements will now be described.

Improvement No. 1 Building No. 1 Pioneer Hotel



Exterior Description

Year Built:	1958	Basement	None
Construction:	Frame	Condition:	Fair
Roof Type:	Gable	Windows:	Double Hung
Roof Material:	Metal	Decking:	Covered Patio
Number of Stories:	One	Current Use:	Residential
Siding:	Wood		Rentals
Foundation:	Concrete	Number of Units:	Five
Gross Building Size:	1,417 SF		

Additional Comments: The improvement was originally built as hotel units, but is currently being used as long term residential rentals. The exterior is showing lots of deferred maintenance. .

Exterior Photos



A view of the rear of the improvement

Interior Description

Floors:	Carpet and vinyl in bathroom.
Walls:	Mostly paneled.
Ceilings:	Painted dry wall.
Central Air:	Window units
Heat:	Electric Baseboard
Bathrooms:	One $\frac{3}{4}$ bathroom per unit
Overall Condition:	Poor to Fair

Additional Comments:	The interior of the units are showing signs of deferred maintenance with windows, painting, heating, dated electrical, etc. Some of these units have electric ranges, refrigerators, etc. in place that may not be to current code.
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Interior Photos



A view of the interior of a room.



A view of a bathroom.



A view of some interior deferred maintenance.

Improvement No. 2 (Building no. 2)



Exterior Description

Year Built:	1958	Siding:	Wood
Construction:	Frame	Foundation:	Concrete
Roof Type:	Gable	Gross Building Size:	1,904 SF
Roof Material:	Metal	Basement	None
Number of Stories:	One	Condition:	Fair

Windows:	Double Hung	Number of Units:	Eight
Decking:	Covered Patio		
Current Use:	Residential Rentals		

Additional Comments: The improvement was originally built as hotel units, but is currently being used as long term residential rentals. The exterior is showing lots of deferred maintenance.

Exterior Photos



A view of the front covered porch



Views of some of the deferred maintenance



More views of deferred maintenance.

Interior Description

Floors:	Carpet and vinyl in bathroom.
Walls:	Mostly paneled.
Ceilings:	Painted dry wall.
Central Air:	Window units
Heat:	Electric Baseboard

Bathrooms: One ¾ bathroom per unit
Overall Condition: Poor to Fair

Additional Comments: The interior of the units are showing signs of deferred maintenance with windows, painting, heating, dated electrical, etc. Some of these units have electric ranges, refrigerators, etc. in place that may not be to current code.

Improvement No. 3 Building 3



Exterior Description

Year Built:	1958	Basement	None
Construction:	Frame	Condition:	Fair
Roof Type:	Gable	Windows:	Double Hung
Roof Material:	Metal	Decking:	Covered Patio
Number of Stories:	Two	Current Use:	Residential
Siding:	Wood		Rentals
Foundation:	Concrete	Number of Units:	Two
Gross Building Size:	1,600 SF		

Additional Comments: This unit was originally built as the office for the motel. It is now being used as two residential units. The exterior is showing lots of deferred maintenance.

Exterior Photos



A view of the rear of the improvement and the deferred maintenance

Interior Description

Floors:	Carpet and vinyl in bathroom.
Walls:	Mostly paneled.
Ceilings:	Painted dry wall.
Central Air:	Window units
Heat:	Electric Baseboard
Bathrooms:	One bathroom per unit
Overall Condition:	Poor to Fair

Additional Comments: The interior of the units are showing signs of deferred maintenance with windows, painting, heating, dated electrical, etc. Some of these units have electric ranges, refrigerators, etc. in place that may not be to current code.

Improvement No. 4 Building 4



Exterior Description

Year Built:	1989	Basement	None
Construction:	Frame	Condition:	Fair
Roof Type:	Gable	Windows:	Sliders
Roof Material:	Metal	Decking:	Covered Deck
Number of Stories:	Two	Current Use:	Residential
Siding:	Wood		Rentals
Foundation:	Concrete	Number of Units:	10
Gross Building Size:	2,880 SF		

Additional Comments: This improvement is the newest of all the improvements, but too is suffering from some deferred maintenance.

Exterior Photos



A view of the rear of the improvement and the deferred maintenance

Interior Description

Floors:	Carpet and vinyl in bathroom.
Walls:	Mostly paneled.
Ceilings:	Painted dry wall.
Central Air:	Window units
Heat:	Electric Baseboard
Bathrooms:	One bathroom per unit
Overall Condition:	Fair to Average

Additional Comments:	The interior of the units are showing signs of deferred maintenance with windows, painting, heating, dated electrical, etc. Some of these units have electric ranges, refrigerators, etc. in place that may not be to current code.
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EXHIBIT C

Figure 3
STATE OF WYOMING
NOTIFICATION OF DEMOLITION AND RENOVATION

I. Facility Description (Include Building Name, Number, And Floor Or Room Number)

BLDG NAME: Lot # 17, Residence, Front House

ADDRESS: 370 N Glenwood St

CITY: Jackson STATE: WY ZIP: 83001 CONTACT: Rachel Lambert

SITE DESCRIPTION (type of material being removed) Front Log House-Main

II. Facility Information (Identify Owner, Removal Contractor, And Other Operator)

OWNER NAME: Mogul Hospitality Partners - Jackson, LLC

ADDRESS: PO Box 998

CITY: Midway STATE: UT ZIP: 84049

CONTACT PERSON: Rachel Lambert TEL: 602-885-2342

REMOVAL CONTRACTOR: N/A - NO ASBESTOS FOUND in main log house or additions

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: TEL:

OTHER OPERATOR:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: TEL:

BUILDING SIZE: 1500 NUM OF FLOORS: 2 AGE IN YEARS: 65

PRESENT USE: vacant PRIOR USE: resident

III. Type Of Operation: ☒ D=Demo ☐ O=Ordered Demo ☐ R=Renovation ☐ E=Emergency Renovation

IV. Is Asbestos Present? ☐ YES ☒ NO Explain: Rocky Mountain Environmental Associates Tested

V. Procedure, Including Analytical Method, If Appropriate, Used To Detect The Presence Of Asbestos Material: See report

VI. Scheduled Dates Asbestos Removal (MM/DD/YY) START: COMPLETE:

VII. Scheduled Dates Demo/Renovation (MM/DD/YY) START: 03/01/23 COMPLETE:

VIII. Scheduled Work Hours: START: 8:00 **COMPLETE:** 5:00

IX. Approximate Amount Of Asbestos, Including: 1. Regulated ACM To Be Removed 2. Category I ACM Not Removed 3. Category II ACM Not Removed	RACM To Be Removed	Nonfriable Asbestos Material To Be Removed		Nonfriable Asbestos Material Not To Be Removed	
		CAT I	CAT II	CAT I	CAT II
PIPES					
SURFACE AREA					
VOL. RACM OFF FACILITY COMPONENT					

X. Description Of Planned Demolition Or Renovation Work And Method(S) To Be Used: Licensed contractor to detach and remove, Log cabin may be relocated. Shacks on Racks expressed an interest

XI. Description Of Work Practiced And Engineering Controls To Be Used To Prevent Emissions Of Asbestos At The Demolition And Renovation Site: Water down to control dust, BUT NOT ASBESTOS at this location

Figure 3
STATE OF WYOMING
NOTIFICATION OF DEMOLITION AND RENOVATION

XII. Type Of Notification: ☒ O=Original ☐ R=Revised ☐ C=Cancelled

WPR Notice? ☐ Yes ☐ No

XIII. Waste Transporter #1 Demo Contractor- Westwood Curtis

ADDRESS: PO Box 904

CITY: Jackson

STATE: WY

ZIP: 83001

CONTACT PERSON: John Long

TEL:

WASTE TRANSPORTER #2:

ADDRESS:

CITY:

STATE:

ZIP:

CONTACT PERSON:

TEL:

XIV. WASTE DISPOSAL SITE

NAME:

LOCATION:

CITY:

STATE:

ZIP:

CONTACT PERSON:

TEL:

XV. If demolition ordered by a government agency, please identify the agency below:

NAME:

TITLE:

AUTHORITY:

DATE OF ORDER (MM/DD/YY):

DATE ORDERED TO BEGIN (MM/DD/YY):

XVI. For Emergency Renovations

DATE AND HOUR OF EMERGENCY (MM/DD/YY):

DESCRIPTION OF THE SUDDEN, UNEXPECTED EVENT:

EXPLANATION OF HOW THE EVENT CAUSED UNSAFE CONDITIONS OR WOULD CAUSE EQUIPMENT DAMAGE OR AN UNREASONABLE FINANCIAL BURDEN:

XVII. Description of procedures to be followed in the event that unexpected asbestos is found or previously nonfriable asbestos material becomes crumbled, pulverized or reduced to powder: Stop work and contact Abatement Team

XVIII. I certify that an individual trained in the provision of this regulation (40 CFR Part 61, Subpart M) will be on site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours (required 1 year after promulgation).

Rachel Lambert

Date: 02/08/2023

(Signature of Owner/Operator)

XIX. I certify that the above information is correct.

Rachel Lambert

Date: 02/08/23

(Signature of Owner/Operator)



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 and mitigation summary.

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		1	1		Rental
2-bedroom	1		1		Rental
3-bedroom					

Special Restriction. The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link:
www.tetonwyo.org/1856/Deed-Restriction-Templates .

☐ I have attached a draft of the Standard Restrictions for each unit.

Livability Standards (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link:
www.tetonwyo.org/1332/Housing-Rules-and-Regulations .

☒ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

Method for Providing Required Housing (LDR 6.3.5):

One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☒ I have attached a detailed explanation of my proposed method of providing Required Housing.

Phasing Plan (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☒ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

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	1.000	1.000	26%	Custom % shall be $\geq$ 25%
Units Affordable to Households making 80% Median Income	0.825	0.825	22%	Custom % shall be $\geq$ 19%
Units Affordable to Households making 120% Median Income	2.000	2.000	52%	Custom % shall be $<$ 43%
Workforce Units	0.000	0.000	0%	Custom % shall be $<$ 13%
Total	3.825	3.825	Proposed total shall be $\geq$ Required	

Bedroom Mix	1 Bed/Studio	2 Bedroom	3 Bedroom	Total Units	Total Employees Housed	Customization Rule
LDR Schedule	1.825	2.000	0.000	3.825	6.884	The Proposed total shall be greater than or equal to the Schedule total
Proposed Allocation	1.825	2.000	0.000	3.825	6.646	
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	0.000	1.000	0.000	1.000	0.429	0.429	0.143
Affordable to 80% Median Income	0.825	0.000	0.000	0.825	0.353	0.353	0.118
Affordable to 120% Median Income	1.000	1.000	0.000	2.000	0.857	0.857	0.286
Workforce Restriction	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total	1.825	2.000	0.000				

Once you have determined the proposed distribution please fill out the [Method Sheet](#) regarding how the required housing will be provided.

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tenant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

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

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Credit
Conventional Lodging	0.102*bedrooms	1	0	25	2.554
Office	0.000247*sf		11654	1	2.875
Office	0.000247*sf		9440	1	2.329
Retail	0.000216*sf		2500	1	0.539
Outfitter/Tour Operator	independent calculation		1325	1	1.440
Heavy Retail/Service	0.000123*sf		3000	1	0.369
Detached Single-Family Unit (Unre	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		857	1	0.019
Detached Single-Family Unit (Unre	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		1500	1	0.035
Existing Workforce Housing Credit					10.159

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	109	11.134
Restaurant/Bar	0.000599*sf		4248	1	2.543

Affordable Workforce Housing Required:

3.518 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](#).

CONSTRUCTION MANAGEMENT PLAN

Summary

NORTH CACHE HOTEL & CONDOMINIUMS

1. Construction of a hotel & condominium building. The property is also intended to include a restaurant and spa for the hotel and condominium owners.
2. The proposed schedule will be finalized once the Project has proceeded through the necessary entitlement approvals with the Town of Jackson.
3. Any 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 structures. Once a permit is in place we intend to clear and grub the lot, relocate any required utilities and begin with shoring and the underground parking garages. 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. Contractor 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 may 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:

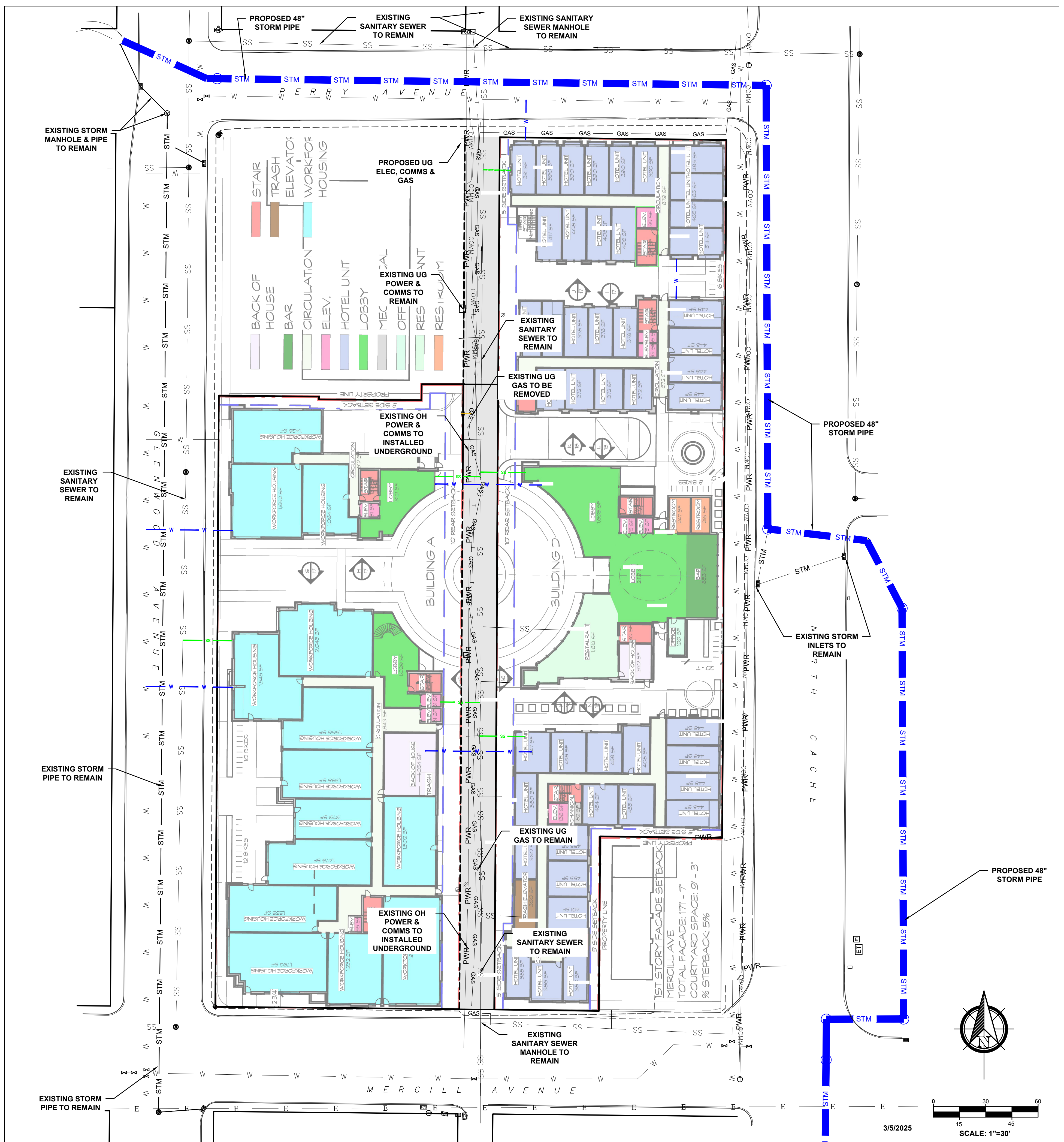
The entire site will be surrounded by temporary metal construction fence with fabric screen. The fence will be placed at the back of sidewalk on the plan north boundaries of the property, near the property line on all four sides. Vehicle gate in the fence will be placed at main entrance into the property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





Utility Estimate

The Project is being submitted for a conceptual Sketch Plan review. As such, final design including fixture counts and types has not been completed. Applicant looks forward to receiving feedback from the Design Review Committee, Planning Commission, and Town Council, who's feedback will inform the final design and final anticipated utility usage for the Project. As requested by the Town Engineering department during the pre-application process, please find estimates below pertaining to the Project. These estimates are based on this conceptual level of design and are anticipated to change as the design is finalized. As a reminder, the proposed site has had substantial historical uses, some of which have been demolished. Those uses included a 25 key motel, two office buildings totaling approximately 20k sf, multiple residential homes, and multiple retail buildings.

Hotel Water Demand Estimate:

Project Name: Elk View Building Type: Hotel Number of Units in Building: 109 Number of Units in Calculation: 109 Total Fixture Count in Calculation: N = 622 99th Percentile Demand Estimate: Q = 23.8 GPM Peak Period Hunter Number: H(n,p) = 6.0 Peak Period Stagnation Probability: Pr[Zero Demand] = 0% Method of Computation: Wistort's Method				
FIXTURE	COUNT	Probability of Use	Fixture Flow Rate	Maximum Recommended Fixture Flow Rate
Bathtub (no Shower)	114	0.48	5.5	5.5
Bidet	0	0.58	2	2
Combination Bath/Shower	0	1.81	5.5	5.5
Faucet, Lavatory	228	1.27	1.5	1.5
Shower, per head (no Bathtub)	114	1.23	2	2
Water Closet, 1.28 GPF Gravity Tank	21	0.58	3	3
Dishwasher	31	0.35	1.3	1.3
Faucet, Kitchen Sink	114	1.27	2.2	2.2
Clothes Washer	0	1.74	3.5	3.5
Faucet, Laundry	0	1.27	2	2
Faucet, Bar Sink	0	1.27	1.5	1.5

Residential Water Demand Estimate:

Project Name: Elk View - Residential Building Type: Condominium Number of Units in Building: 33 Number of Units in Calculation: 33 Total Fixture Count in Calculation: N = 493 99th Percentile Demand Estimate: Q = 36.7 GPM Peak Period Hunter Number: H(n,p) = 6.0 Peak Period Stagnation Probability: Pr[Zero Demand] = 0% Method of Computation: Wistort's Method				
FIXTURE	COUNT	Probability of Use	Fixture Flow Rate	Maximum Recommended Fixture Flow
Bathtub (no Shower)	20	0.48	5.5	5.5
Bidet		0.58	2	2
Combination Bath/Shower	78	1.81	5.5	5.5
Faucet, Lavatory	117	1.27	1.5	1.5
Shower, per head (no Bathtub)	86	1.23	2	2
Water Closet, 1.28 GPF Gravity Tank	51	0.58	3	3
Dishwasher	39	0.35	1.3	1.3
Faucet, Kitchen Sink	39	1.27	2.2	2.2
Clothes Washer	39	1.74	3.5	3.5
Faucet, Laundry	12	1.27	2	2
Faucet, Bar Sink	12	1.27	1.5	1.5

Sewerage Disposal System:

As mentioned above, the final design will dictate the unit types, fixture counts, and ultimately indicate the final estimated sewerage disposal. Based off today's conceptual plan set, the table below details the projected GPD for the sewerage disposal for the property.

Sewerage Disposal Estimate			
	GPD	Units/Size	Indicated Total GPD
Residential	601	33	20,434
Hotel Rooms	200	109	22,400
Restaurant (per seat)	80	140	11,200
Total			54,034

Fire Flow Demand Estimate:

The table below details the estimated fire flow by building. Of note, the calculations include a reduction for flow as result of the plans for the building to include an approved automatic sprinkler system. (NFPA 5.3 2)

Fire Flow Demand						
Building	Habitable Area	Involvement	Sprinkler Reduction	Flow (100% Involvement)	Flow (50% Involvement)	Flow (25% Involvement)
Building A	80,220	100.00%	75.00%	6,685	3,343	1,671
Building B	25,763	100.00%	75.00%	2,147	1,073	537
Building C	29,387	100.00%	75.00%	2,449	1,224	612
Building D	31,547	100.00%	75.00%	2,629	1,314	657
Building E	34,838	100.00%	75.00%	2,903	1,452	726



March 5, 2025

Rachel Lambert
Vice President of Construction
Mogul Capital
Cell: 602-885-2342
Email: RachelL@mogulcapital.com

**RE: 350 N Cache - Jackson, WY
Foundation and Shoring Plan
SCG Project 164171**

Dear Rachel:

A sketch plan (P24-170) for the proposed development titled 350 N Cache has been submitted to the Town of Jackson for department and associated agency reviews. The sketch plan includes development areas that are below grade (subterranean) for the purposes of parking and other ancillary hospitality and residential support services. Key department and agency review comments questioned the constructability and environmental impacts caused by the below grade work - specifically due to the known soil and groundwater conditions along with a petroleum hydrocarbon plume. The following summaries are provided to: aid the reviewing groups to understand the overall below grade construction approach; describe the methodologies that the development team will implement to mitigate the environmental concerns; and to advance the project towards final permit approvals.

1. Project Understandings:

The sketch plans (dated 2/28/2025) were created by Upwall Design Architects (Upwall). The architectural design of the development includes a series of multi-story buildings constructed over two (2) separate areas of single-level, below grade spaces – one of each side of the alley. Excavation depths up to +/- 11 feet are anticipated in order to completed the below grade spaces. The below grade areas will be constructed with concrete walls and floor slabs. The above grade areas will be constructed using conventional wood and steel framing members.

The topography across the development area is relatively flat with about 4-feet of relief from north to south. The geology and groundwater conditions beneath the site are somewhat complex. The Johnson Company drafted a Phase 1 Groundwater Report (dated 6/15/2017) that discusses both conditions. The upper 10 to 25-feet consists of fine-grained floodplain and “swamp deposits.” Beneath this stratum exists coarser-grained alluvial gravels and cobbles to an unknown depth, but presumed to be very deep. Seasonal high groundwater has been measured across the development area with an average of 5-feet from the existing ground surface.

To complicate the situation, a petroleum hydrocarbon plume impacts the upper subsurface soils and the contacting groundwater. The plume has been mapped near the northeastern third, or so, of the proposed development area. The plume was identified in 1989 and was sourced from leaking fuel tanks that were part of the old Teton Texaco gas

station at that site. Wyoming Department of Environmental Quality (WDEQ) has been monitoring and reporting on this plume for numerous years. WDEQ can be contacted to acquire their annual reports on this and the numerous other plumes within the Town of Jackson's limits.

2. Construction Approach and Methodologies:

To facilitate the below grade excavation and construction of the proposed basement areas, the project team has proposed Deep Soil Mixed (DSM) walls combined with a combination of jet-grouted and soil mixed "seal" slab. DSM is a soil improvement technique that is accomplished by blending the in-situ soil with binding agent, such as cement slurry, to create a stronger material. The blending is performed with a mixing tool, such as a hollow auger. As the mixing tool is advanced into the soil, grout slurry is pumped through the hollow stem of the shaft and injected into the soil at the tip and through the tool. The auger flights and mixing blades on the tool blend the soil with grout in pug mill fashion. When the design depth is reached, the tool is withdrawn to the surface. Left behind is a continuous line of stabilized soil mixed "soilcrete" columns. The DSM serves two purposes: 1) provide a safe, temporary earth retention to facilitate near vertical excavation within the basement area footprints, and 2) provide a short-term, impermeable cutoff wall to facilitate work below the groundwater table. The DSM will be significantly stronger and comparably impermeable compared to native soils.

At the bottom of the basement excavations, the seal slabs are constructed by pressure injecting high-strength grout or soil mixing (similar process as DSM) into the underlying soils. The pressure grouting is completed from near existing ground surface and in a grid pattern within the basement footprint areas. The seal slabs will extend between the DSM walls to provide short-term, impermeable floors.

The combination of the perimeter DSM walls and seal slabs will essentially turn the proposed below grade foundation footprints into self-contained "bathtubs," whereby keeping adjacent area groundwater from infiltrating. Refer to the attached .pdf file provided by Keller that provides more detail into the proposed ground improvement and deep foundation solutions proposed for this project. There are two (2) Teton County projects highlighted within this document where such solutions were applied.

Once these structures are in place, the removal of the basement area soil can commence combined with a robust dewatering system. A dewatering system will be installed within the perimeter of the DSMs to remove the groundwater within the newly created bathtubs. The uncontaminated soils removed from the proposed foundation areas will be disposed of off-site at locations selected by the excavation contractor. This process is similar to how other projects in the area are completed. Once the soil and groundwater have been removed, the permanent basement structures (walls, columns and floors) can be installed adjacent to the DSMs and on top of the seal slabs. The permanent basement structures will create waterproof areas for the proposed uses.

Stormwater runoff from the at-grade construction site will be mitigated using BMPs that are applicable for similar projects. Construction stormwater runoff will be restricted from entering Flat Creek using such best management practices.



The groundwater volume required to be removed is *significantly* reduced through the creation of the bathtubs. The groundwater volume is only that which is contained within the saturated soils that are within the bathtub.

The groundwater will be pumped and treated through a robust filtration system. The development team has coordinated this work with a contractor that specializes in designing and implementing construction stormwater treatment systems that achieve compliance with federal, state and local water regulations. The contractor uses water retention vaults to reduce turbidity (well below 10 NTU) and pH through chitosan enhanced sand filtration systems. Once treated, the clean water can be released into nearby storm sewer systems. The rate of removal, treatment and release can be controlled by the contractor. Groundwater injections is not proposed.

3. Environmental Protection Approach and Methodologies:

Regarding the petroleum hydrocarbon plume, the WDEQ has well documented its limits and concentrations. Refer to the WDEQ (AECOM) reports that are public record. Within in these reports, WDEQ postulates the extents of the plume and related concentrations levels. The plume limits and concentration levels have dissipated over the years and will continue to do so until it is completely gone.

As shown on the latest sketch plan submission, Mogul intends to leave the plume as-is and not disturb or self-remediate. Buildings B and C will be constructed directly over the existing plume, via slab-on-grade construction and without subterranean spaces. A vapor intrusion system will be installed below these foundations to ensure safe living spaces above.

In the subterranean excavation areas, the development team will employ a 3rd party environmental remediation firm to continuously monitor the incoming and outgoing water quality to ensure that a discharge of untreated, contaminated water does not leave the job site. Once treated, the clean water can be released into nearby storm sewer systems. The rate of removal, treatment and release can be controlled by the contractor. Groundwater injections is not proposed.

4. Conclusion:

Despite the apparent construction challenges and potential environmental impacts, the development team has assembled a well-qualified, tested team with regional and global experience completing projects with similar conditions as this one. Please do not hesitate to call if you have any questions or concerns. We look forward to working with you on this project.

Sincerely,

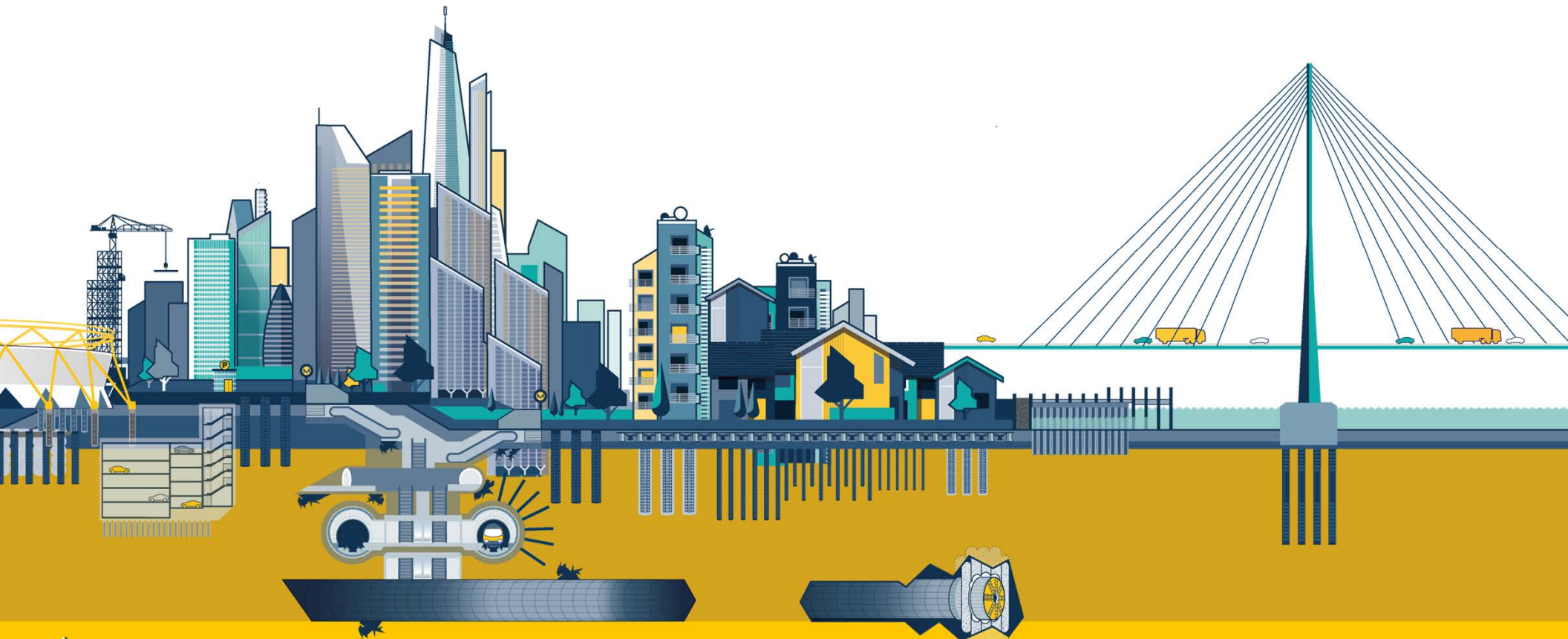
Summit Consulting Group, LLC

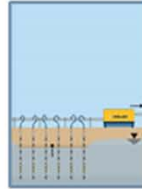
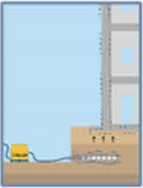
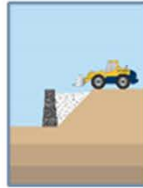
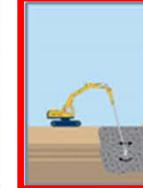
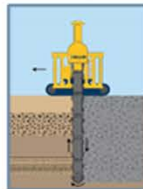
A handwritten signature in black ink, appearing to read "Randy Schrauder", is written over a light gray circular background.

Randy Schrauder, P.E.

Principal Engineer

Ground Improvement and Deep Foundation Solutions



Atlas piles	Bored piles - cased	CFA piles	Compaction grouting	Dewatering	Diaphragm wall cutter	Displacement CFA piles	Driven precast piles	Dry soil mixing	Dynamic compaction	Earthquake drains	Grouting
											
Fracture grouting	Franki piles	Freezing	Gabions	Helical piles	Injection systems	Jacked in pipe piles	Jet grouting	Jetty construction	Macropiles	Mass mixing	Micropiles
											
Micropile slide stabilisation	Mixed modulus columns	Permeation grouting	Polyurethane grouting	Rapid impact compaction	Rigid inclusions	Secant pile walls	Sheet piles	Shotcrete	SBMA	Slurry cut off walls	Soil nails
											
Soldier pile walls	Steel piles	Timber piles	TRD	Umbrella tubes	Vibro compaction	Vibro concrete columns	Vibro stone columns	Wet soil mixing	Wharf construction	Wharf maintenance	Wick PVD Band drains
											

Value engineered solutions

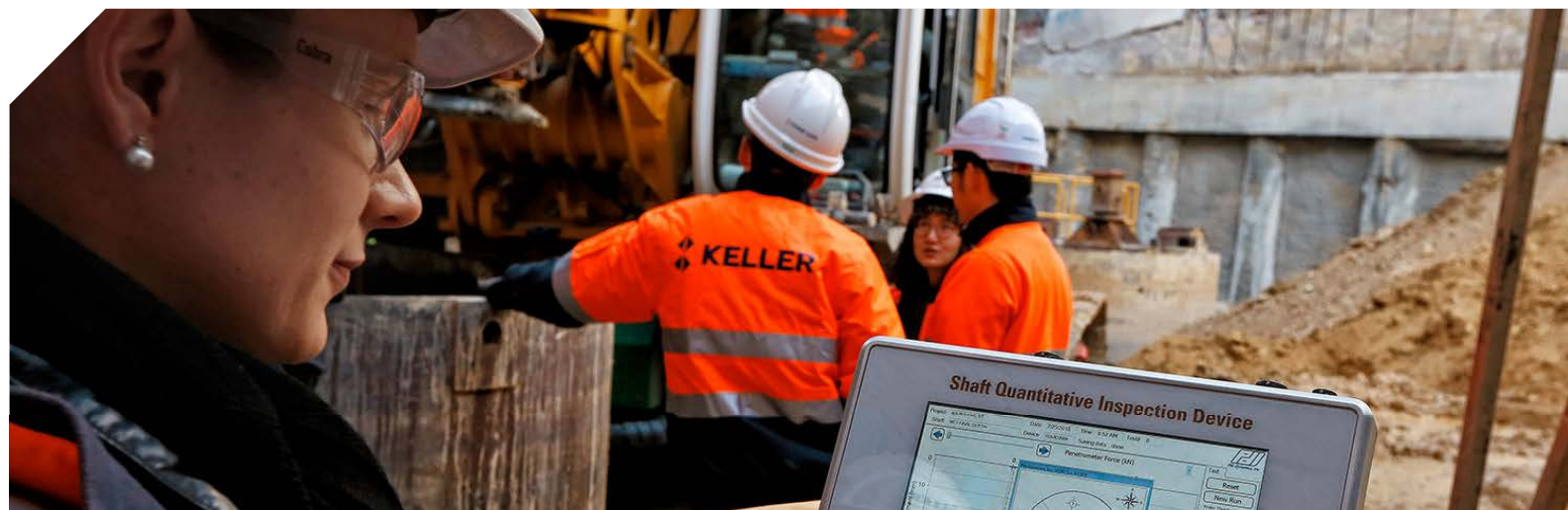
Approximately

1,500

geotechnical
engineers
worldwide

Over 200 focus
purely on design /
value engineering

Available to the
Project Team during
all phases of project
development...



**>50% of our projects
are 'design-build'**

value engineering can save time and reduce cost

Sustainability in the real world

We define what sustainability means to Keller using four Ps:

People



We operate in a way that respects people and their health, safety and environment, always striving for zero harm. Our motivating and inclusive culture helps everyone thrive, and makes us a good employer that people are proud to work for.

Projects



We continually innovate to support low carbon, low impact construction, actively transforming our product portfolio to help our customers use fewer resources, reduce their carbon emissions and have less environmental impact.

Planet



We are helping to build a sustainable future by using less resources and reducing waste across our operations, whilst playing a positive role in our local communities and wider society.

Profit



We are making sustainability core to our business to differentiate us from our competitors and help achieve long-term profitability and growth.

Carbon reduction on site:



Through Value Engineering
Keller Has:



16.7% cement
saved in shaft
redesign



363tonnes of
cement saved in
grouting redesign

What is ground improvement?

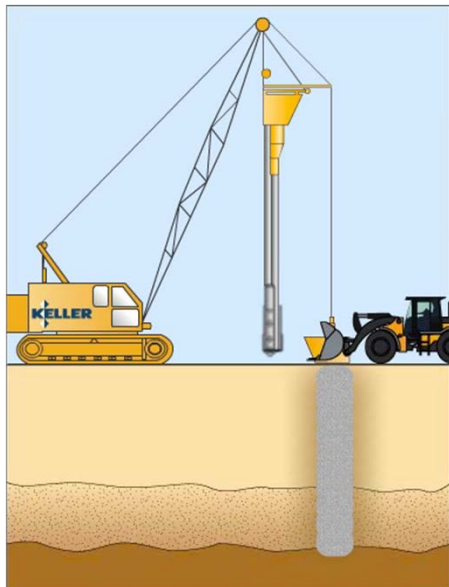
Ground Improvement Implies That We are “Improving” the Existing (Shallow / Deep) Soil Conditions (**In-Situ**) to Achieve a “Designed” Condition:

-  Increase bearing capacity / stability
-  Decrease settlement
-  Mitigate liquefaction
-  Earth Retention
-  Groundwater Control

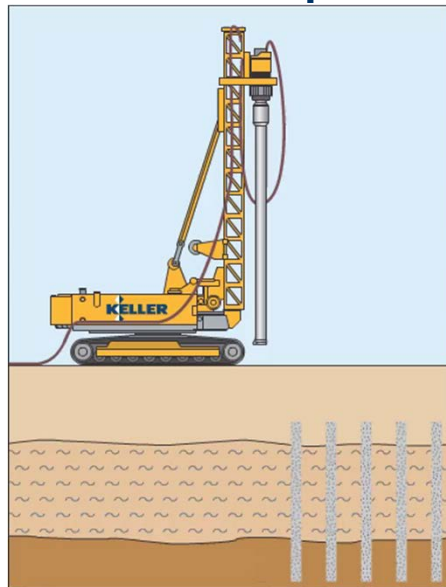


Allow for shallow foundations or reduction in deep foundation scope!

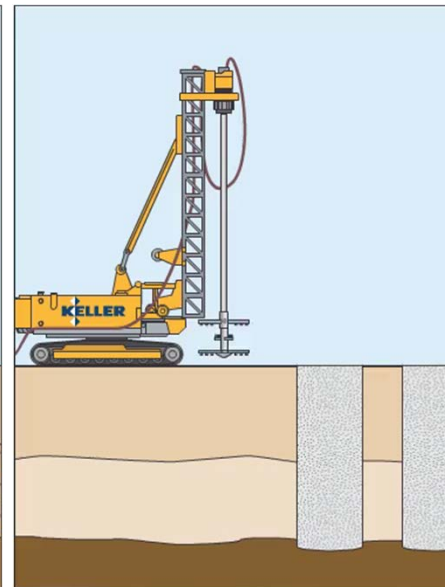
Reduce earth retention scope or allow neat cut excavations!



Vibro Piers



Rigid Inclusions



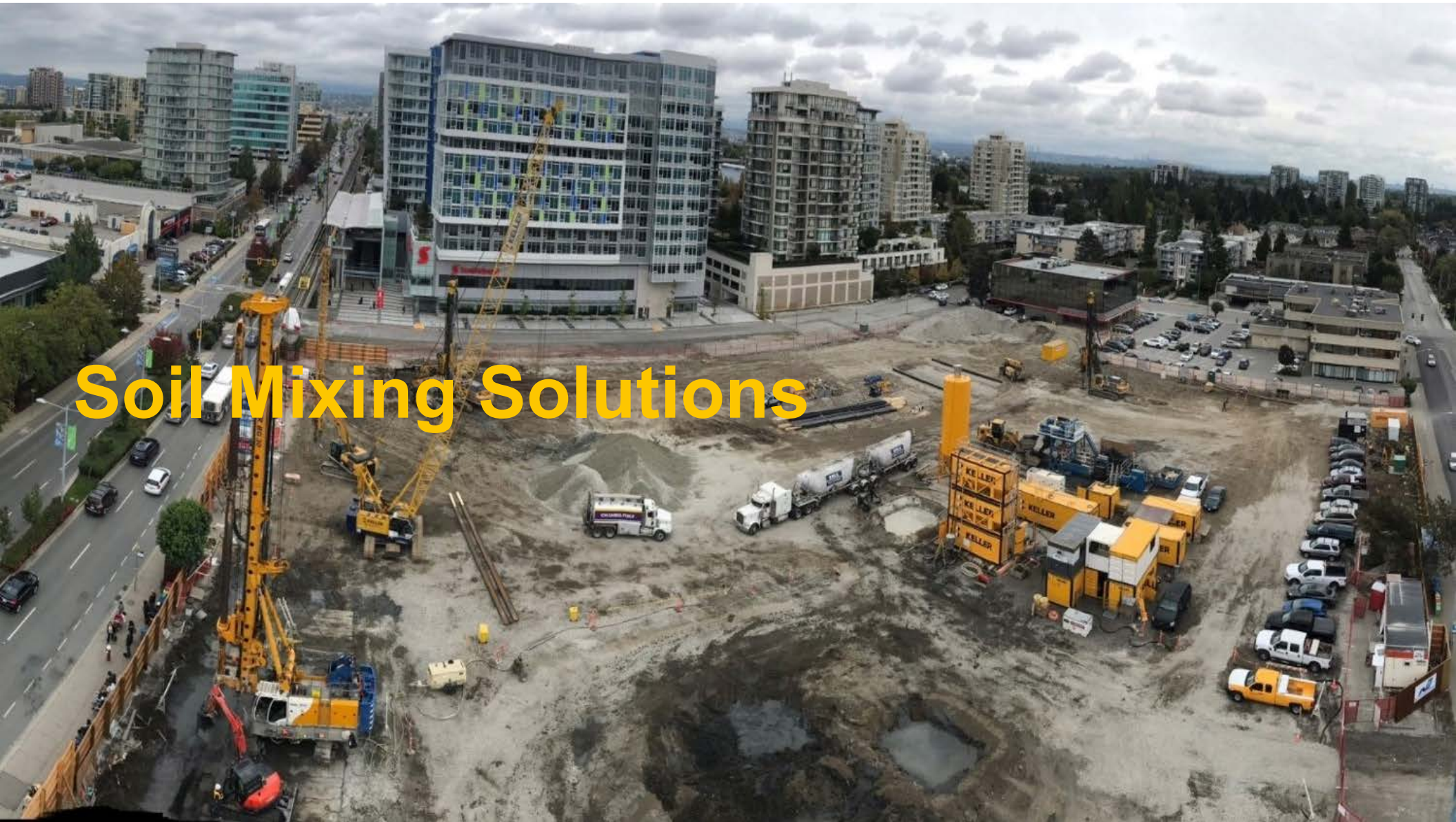
Deep Soil Mixing



Lower Carbon Emissions
Decrease Material Needs

GI Options Are Typically Design-Build Solutions, Project Team Defined Performance Criteria and GI Contractor Proposes Appropriate Solution / Design

Soil Mixing Solutions



Soil Mixing Ground Improvement Solutions

Introducing Cementitious Binder To Problematic Soils: Ideal for Compressible/Weak (Organic) Materials, Especially When Coupled With High Loads and/or Stringent Performance Criteria:

\$\$ Traditional Geotechnical Solutions May Be Cost Prohibitive (Depth of Competent Layer, High Lateral Loading, Structural Capacity Limitations, ROW Restrictions, Material Availability, etc.)



Deep Soil Mixing

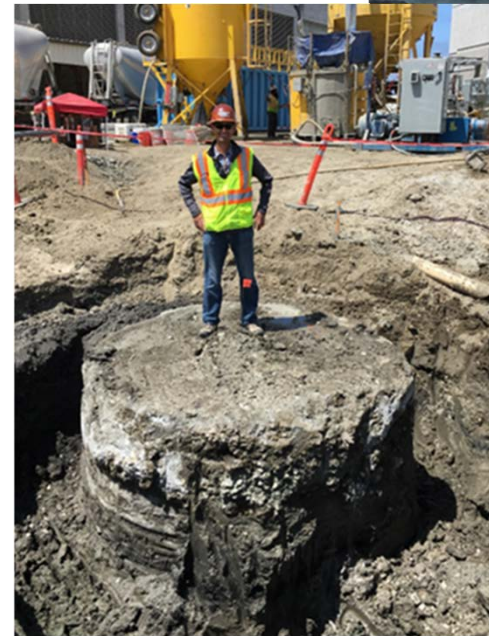


Mass Mixing

Soil mixing applications

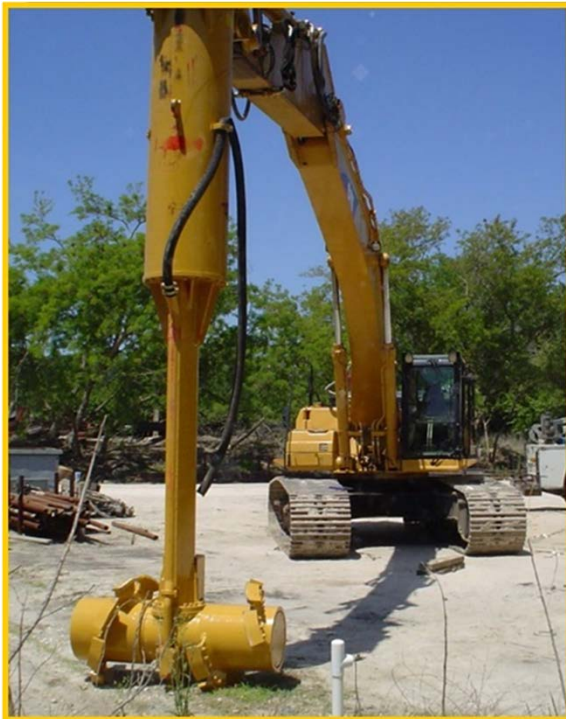
A Versatile Permanent/Temporary Ground Improvement Solution:

- ◆ Building and Foundation Support (Static and Seismic)
- ◆ Tank and Embankment (Area Load) Support (Static and Seismic)
- ◆ Earth Retention and Bottom Seal (with Groundwater Cutoff)
- ◆ Underpinning (with Excavation Support)
- ◆ Slope Stabilization (Static and Seismic)
- ◆ Bulkhead (New and Remediation) Stabilization
- ◆ Groundwater Control/Cutoff
- ◆ Tunneling Support
- ◆ Encapsulation and Foundation Remediation



Soil Mixing Ground Improvement Solutions

SOIL MIXING: Utilizing “full size” mixing tools to mechanically break down the soil and add a designed grout slurry (wet) or cementitious powder (dry) with soil **IN-SITU**.



Mass Mixing

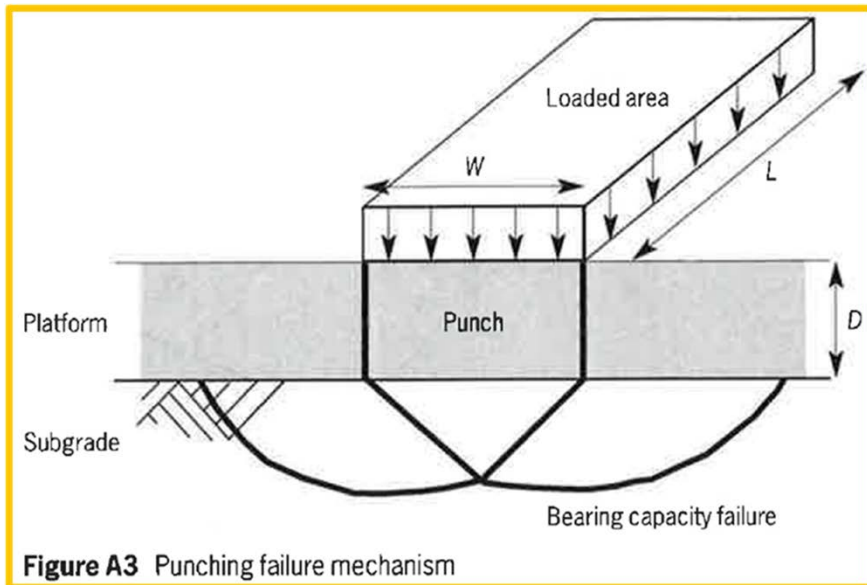


Deep Soil Mixing



TRD

Shallow mixing for working pad / roadway support



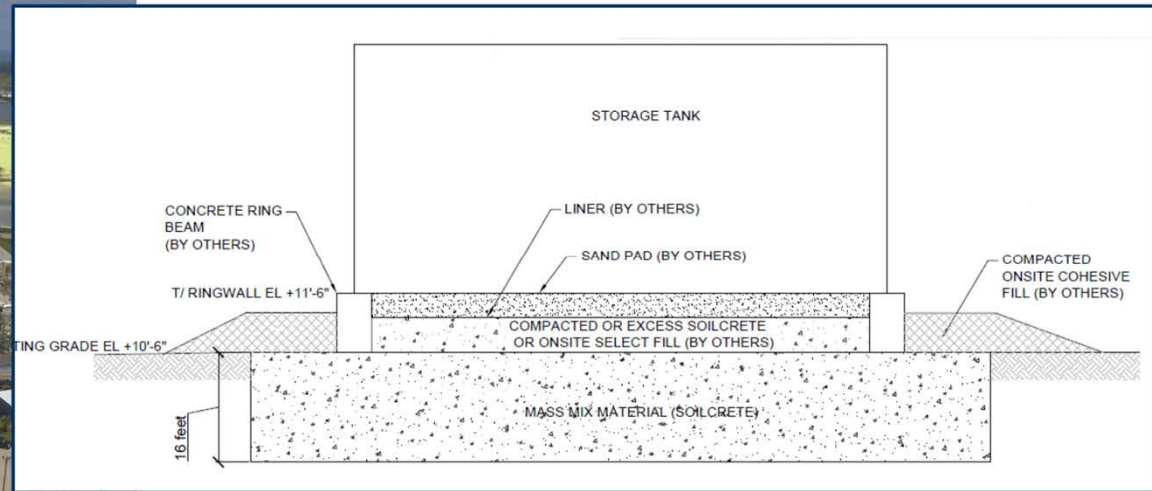
Shallow stabilization to improve poor soils to a design compressive strength (20 to 50 psi)
General bearing capacity check of stiff material over softer subgrade.



Shallow mixing for foundation / excavation support



Shallow mixing for large tank foundation support



Install stabilized foundation block for tank support, allowed for increase in tank height to 77 feet.

Installation depth ranging from 16 to 23 feet below site grade, design UCS of 100psi.

Check Edge Stability, Soilcrete Crushing, And Global Bearing Capacity.

Deep mixing for spread footing foundation support

Allowing the Use of Shallow Footings and/or Mat Foundations:

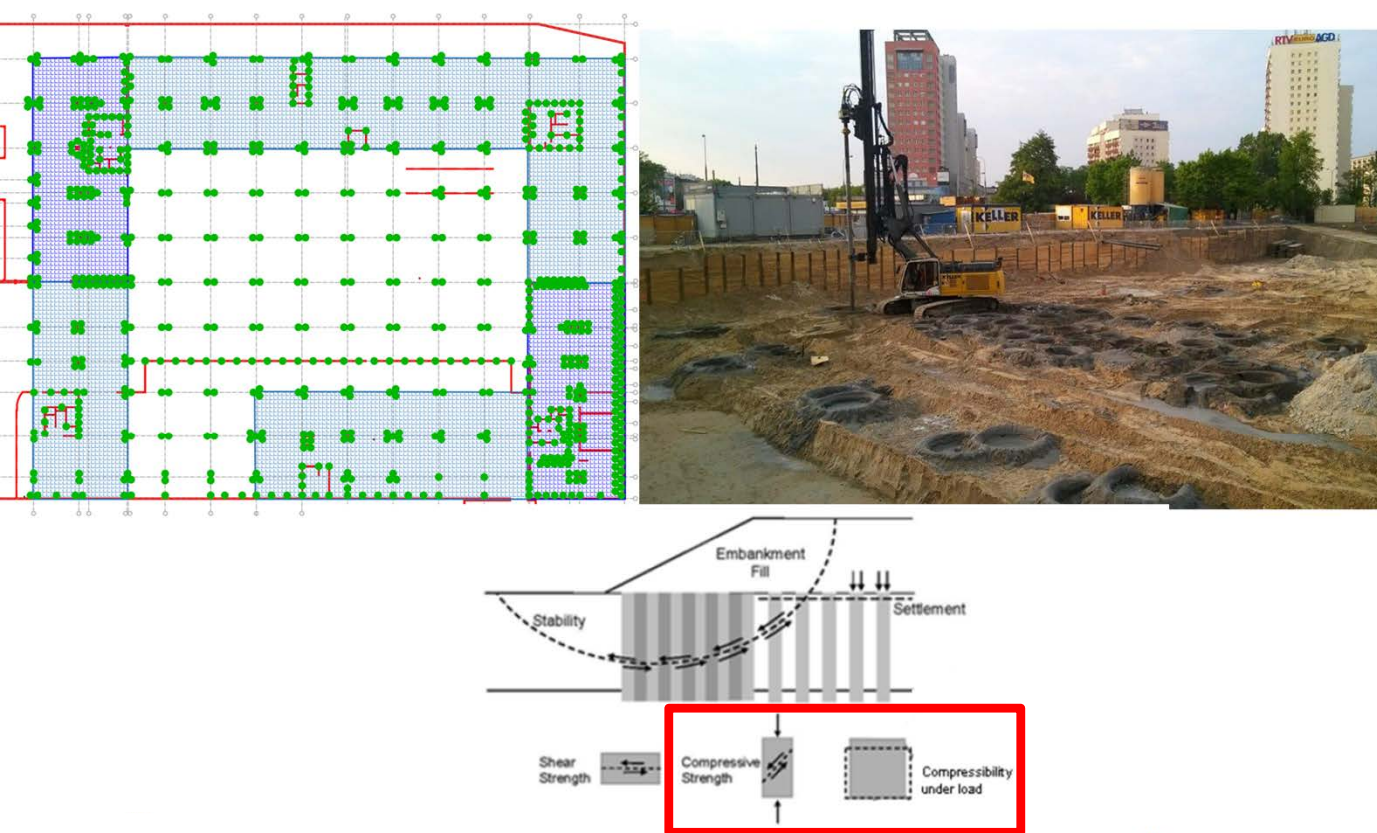
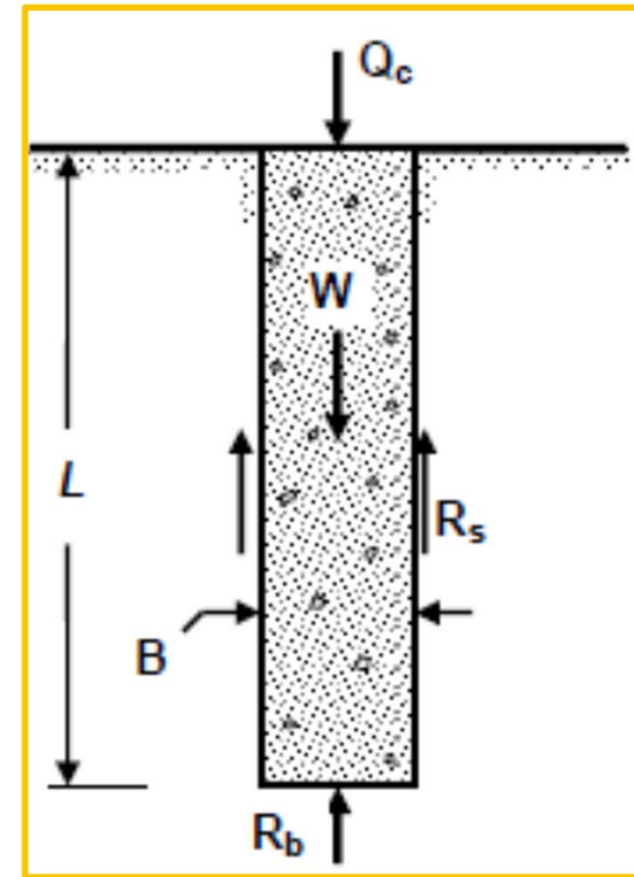
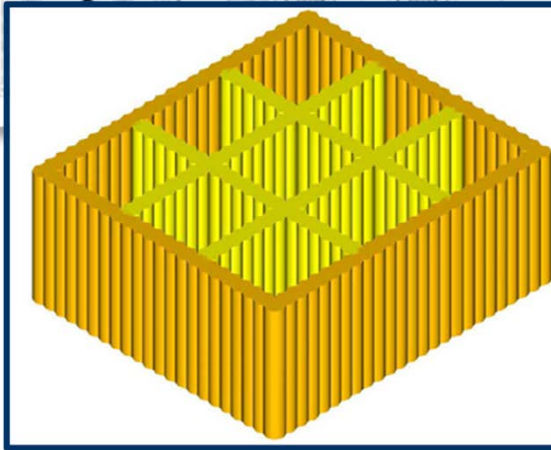
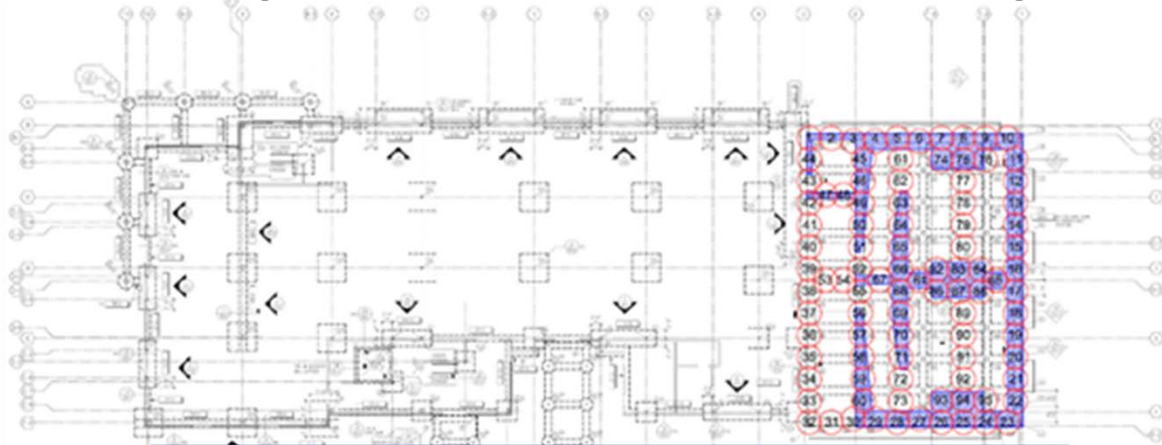


Figure 11. Illustration. Internal stability mode of failure for circular sliding surface.⁽³⁵⁾



Deep mixing for foundation support (seismic)

Allowing the Use of Shallow Footings and/or Mat Foundations:



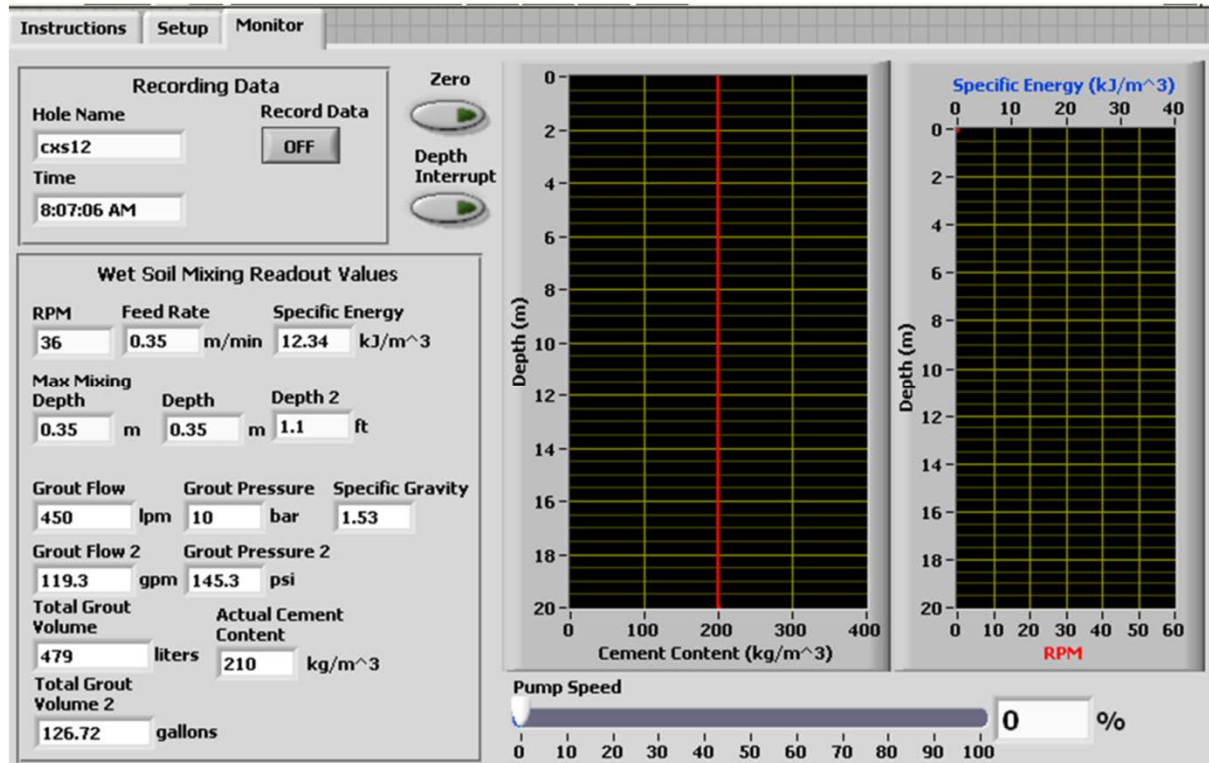
Soil-Cement Grid for
Bearing Capacity
Settlement Control and
Liquefaction Mitigation



Deep soil mixing for tank support over soft clays



Monitoring Our Work (QA/QC)



Excavation Support and Water Cutoff



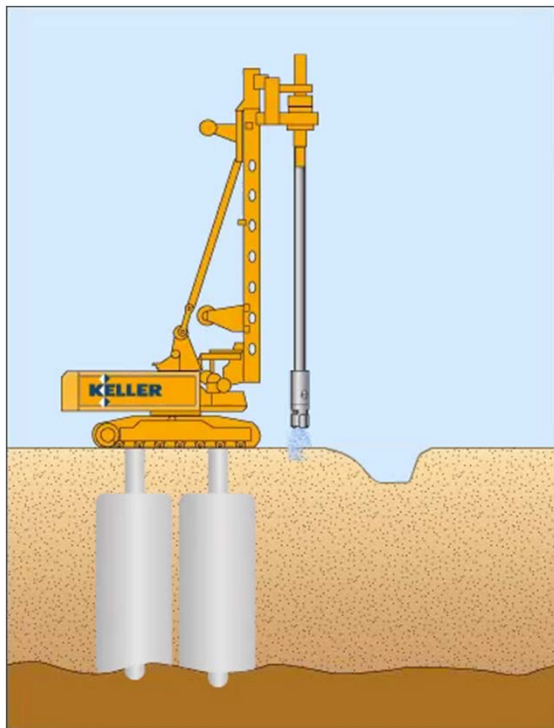
Figure 1: DSM secant pile wall and dewatering system. Teton County, WY (2020)





Jet Grouting

Jet Grouting



Erosional Method
Up to 15ft Diameter
Targeted Treatment Depths
Can Work Next to, Around
And Below Obstructions!

Jet Grouting Geometries

PLAN GEOMETRIES



Full Column



Half Column

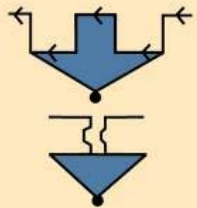
Partial Column



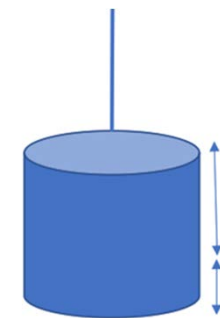
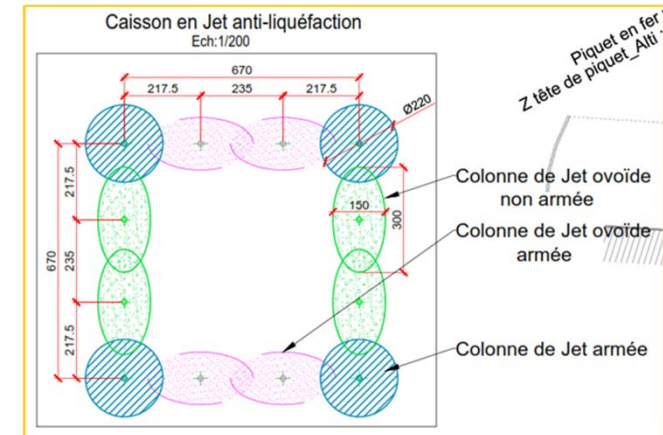
Single Panel Wall



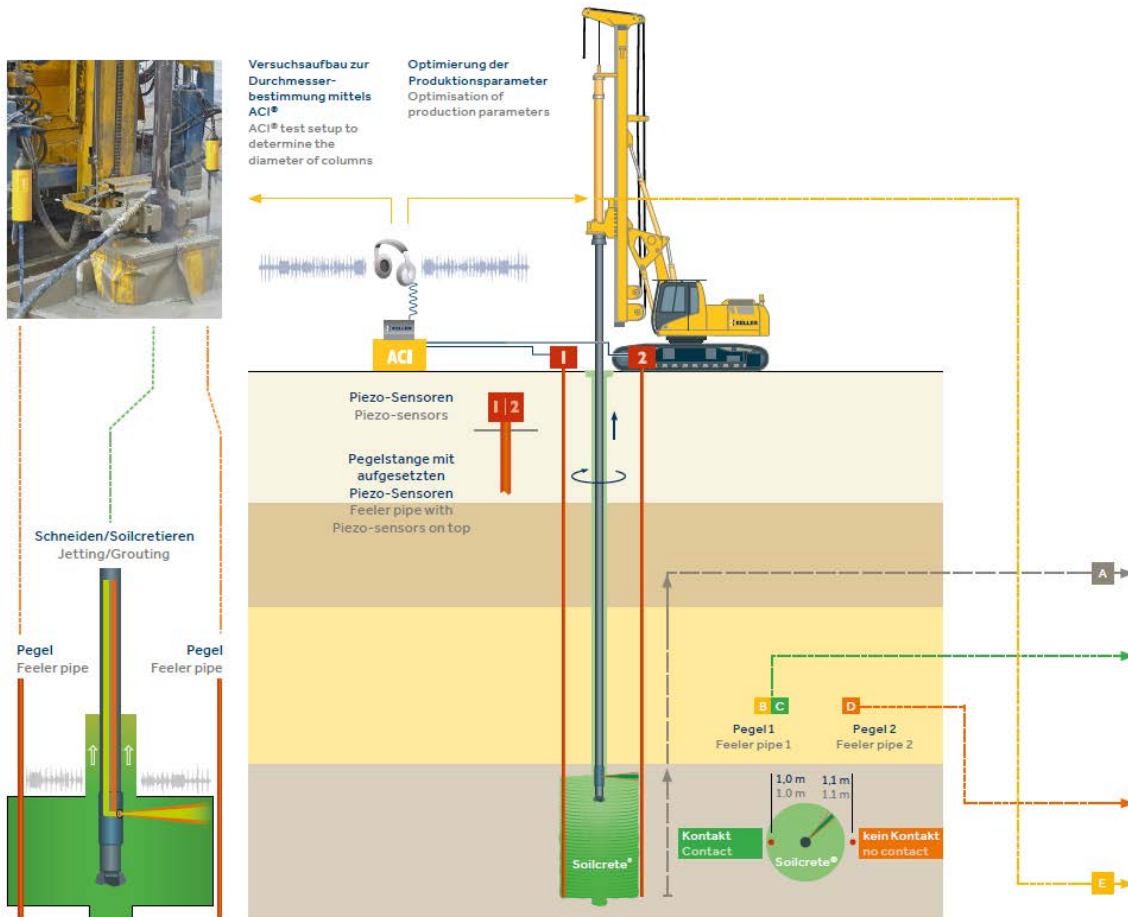
Double Panel Wall



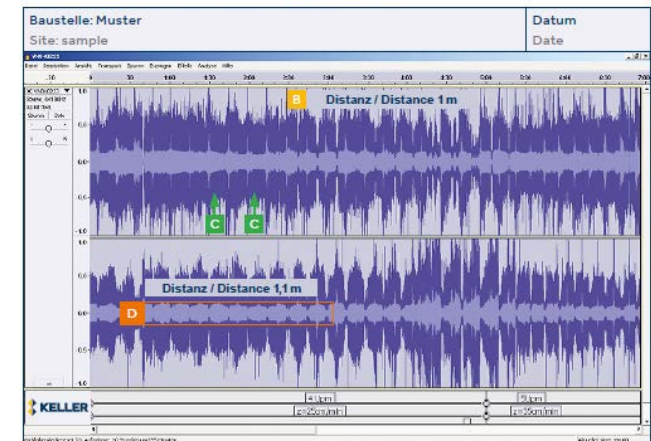
Sheet Pile
Sealing Systems



Jet Grout geometry control - ACI®



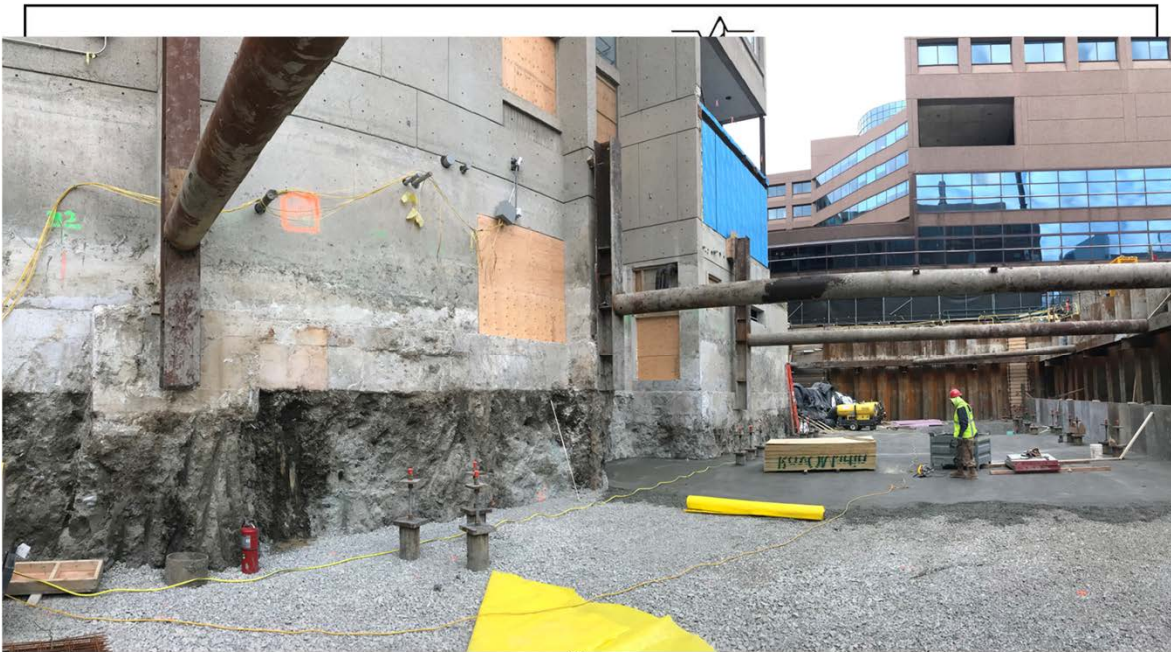
Dokumentation der ACI® Herstellungsparameter
Documentation of ACI® execution parameters



JG for Underpinning/SOE



JG for Underpinning/SOE

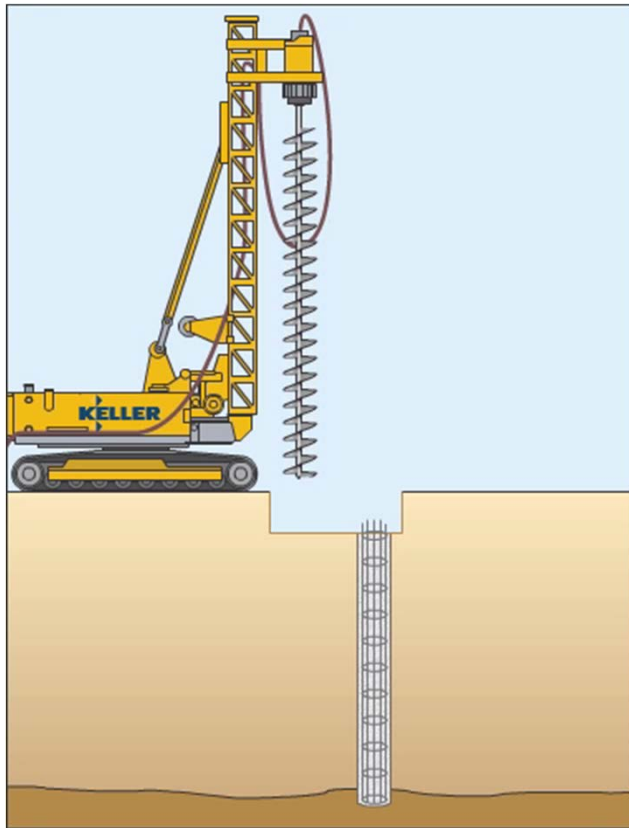


Pressure Pressure Pressure Pressure



Deep Foundations

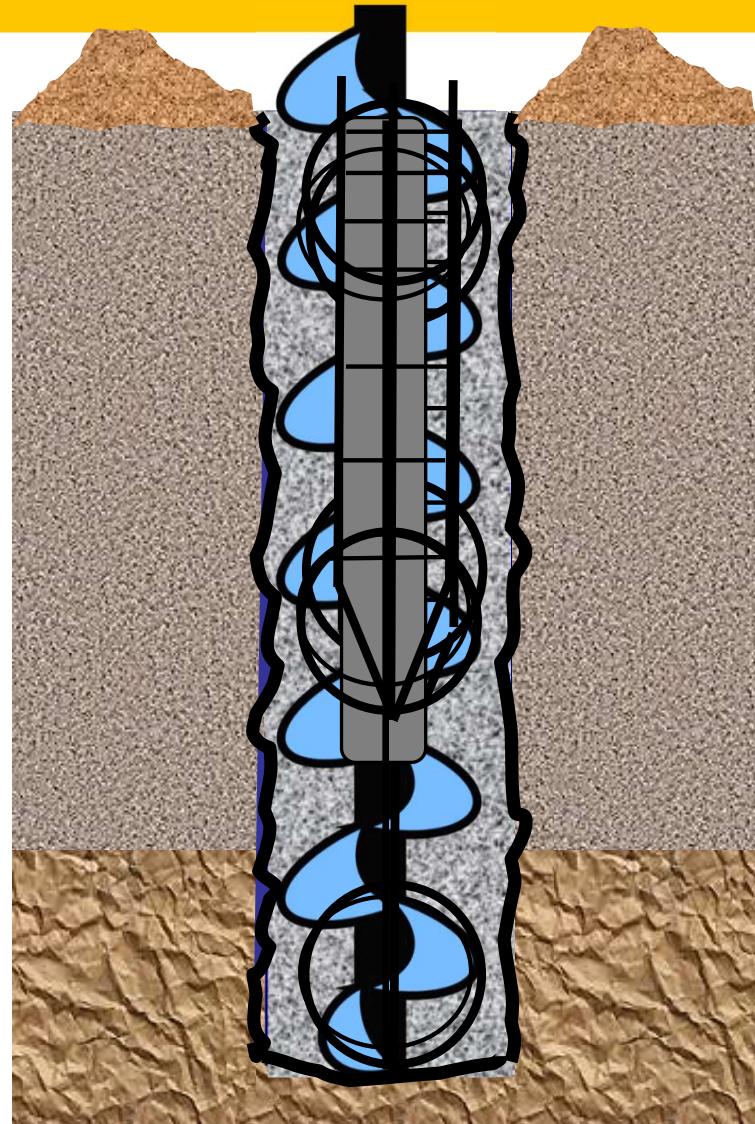
Continuous flight auger introduction



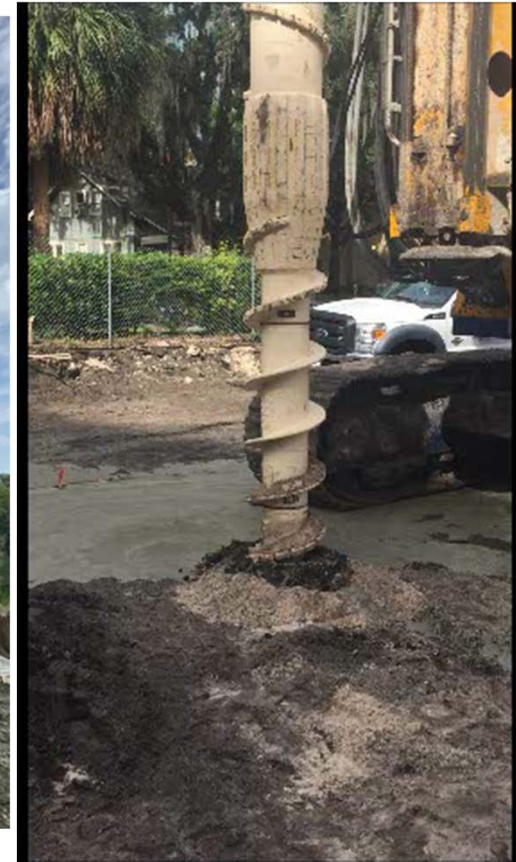
CFA / ACIP Foundation

- Drilled, Cast-in-Place reinforced slender element that typically relies on skin friction for compression/tension capacity.
- Eliminates the need for casing and slurry since tooling is left in place during drilling / grouting (careful of flowing soils)
- Partial / full displacement options are available (limit spoils)
- Test pile(s) installed on-site in advance of the work for design verification (sacrificial)...typically cheaper test program
- Quicker installation for limited access or low headroom applications
- Can be battered and/or installed at variable depths to account for various loading conditions

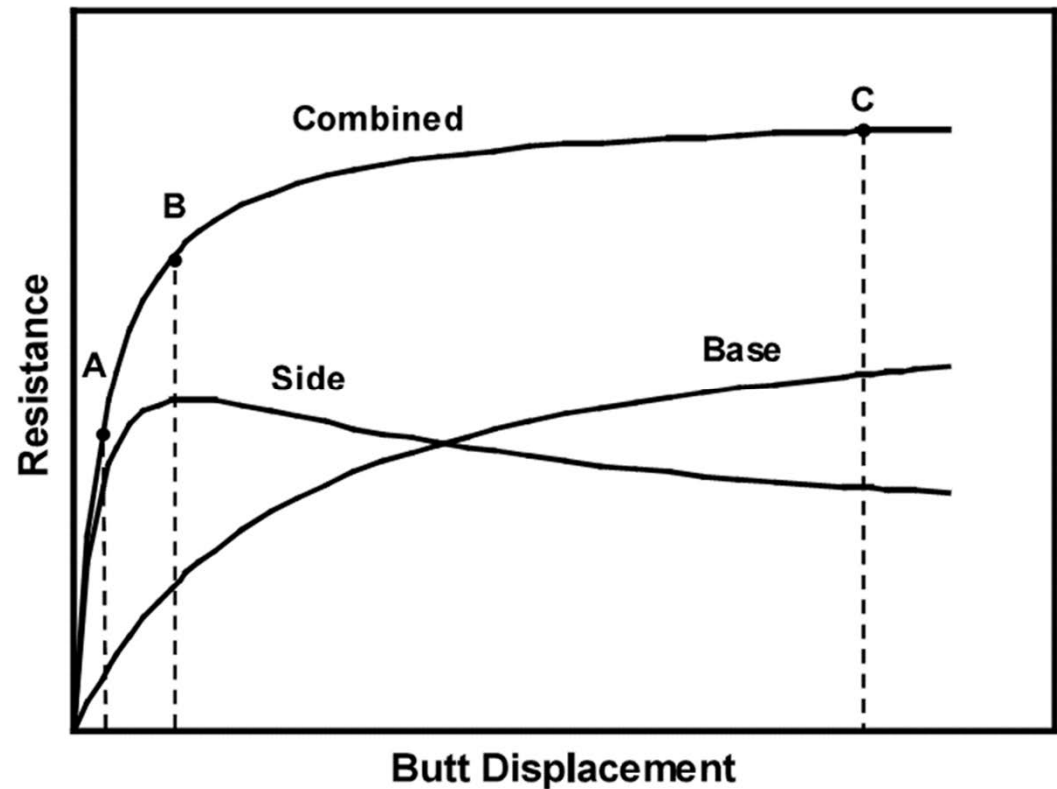
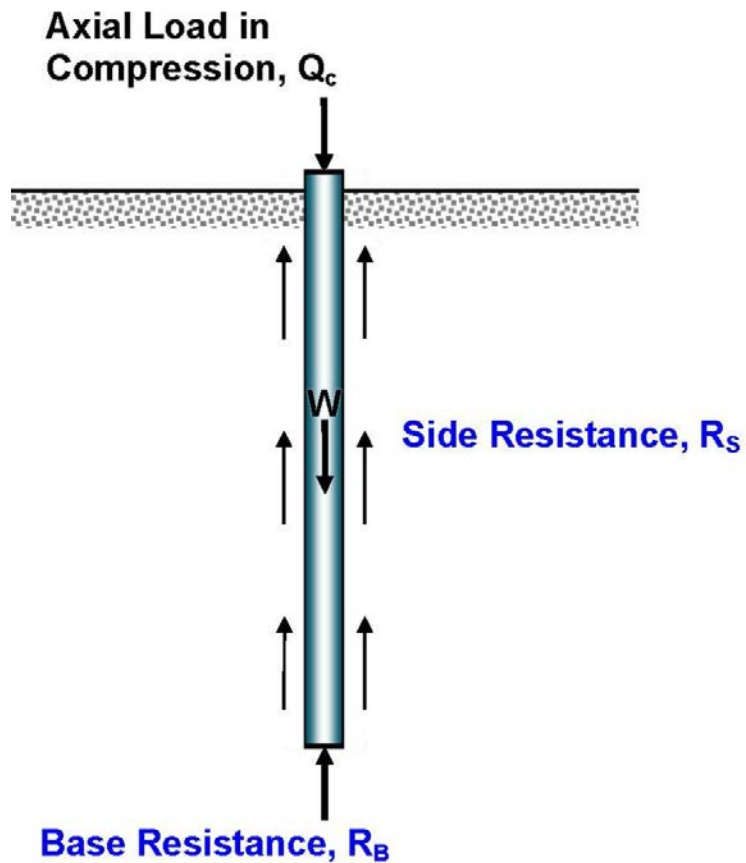
Typical Process:



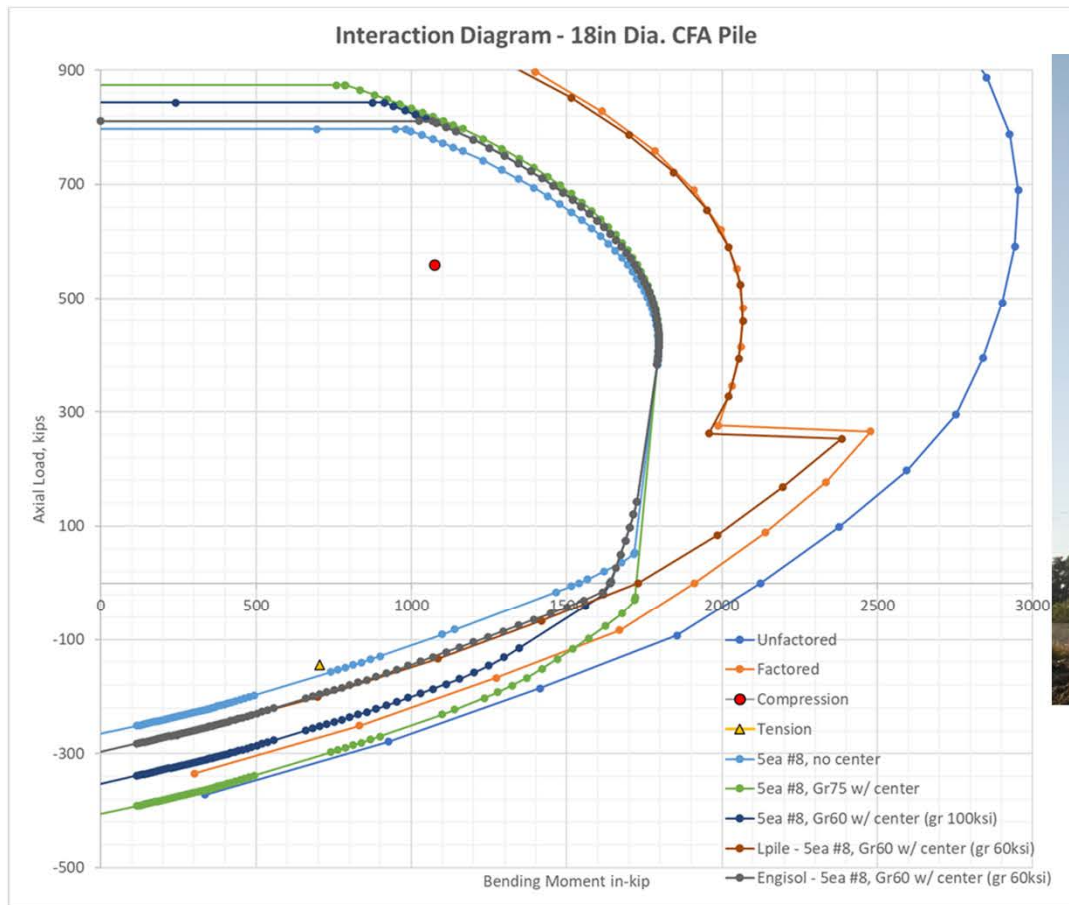
Replacement v. displacement options



General design considerations



General design considerations

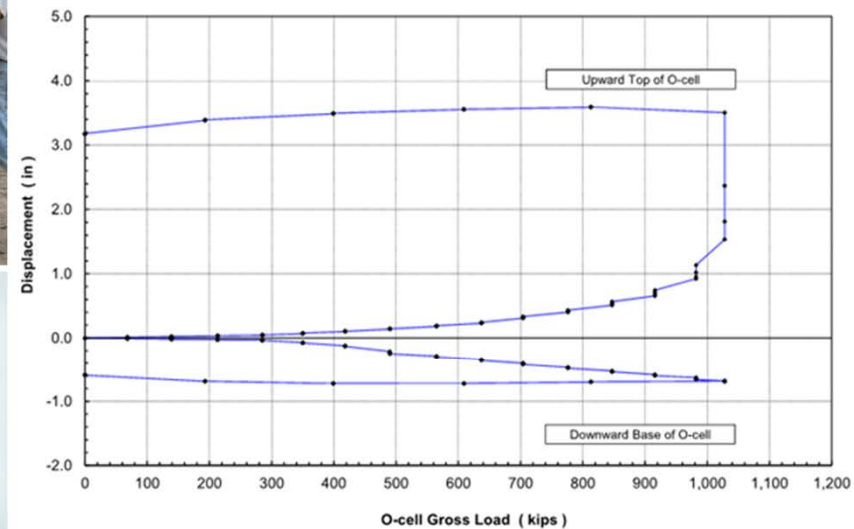


Quality control (Load Testing)

- Verify installation methods and calibrate DAQ and reporting
- Include full depth instrumentation (where is the load going)
- Use appropriate loading schedule and time, make sure anchor uplift is sufficient for end bearing in hard soils / rock
- Confirm appropriate methods to reach ultimate loads as required by project specifications.
- REVIEW RESULTS WITH EOR, is there anywhere that we can refine our design and reduce materials (time/money/carbon)?
- Please keep data for future use...



Quality control (Load Testing)



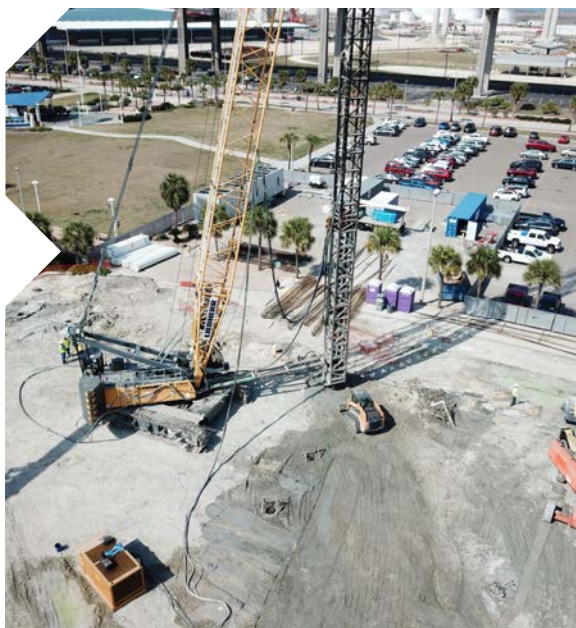
Quality control (Load Testing)



Quality control (Load Testing)



Sample case histories



**Drilling piles at Texas State Aquarium
(Corpus Christi, Texas)
(127) 24in. CFA to 90ft
Working in Cold Weather**



**Support Piles In Tank Farm
(Brownsville, Texas)
12, 18, 24 and 30in. CFA to 54ft
Site Access Considerations**

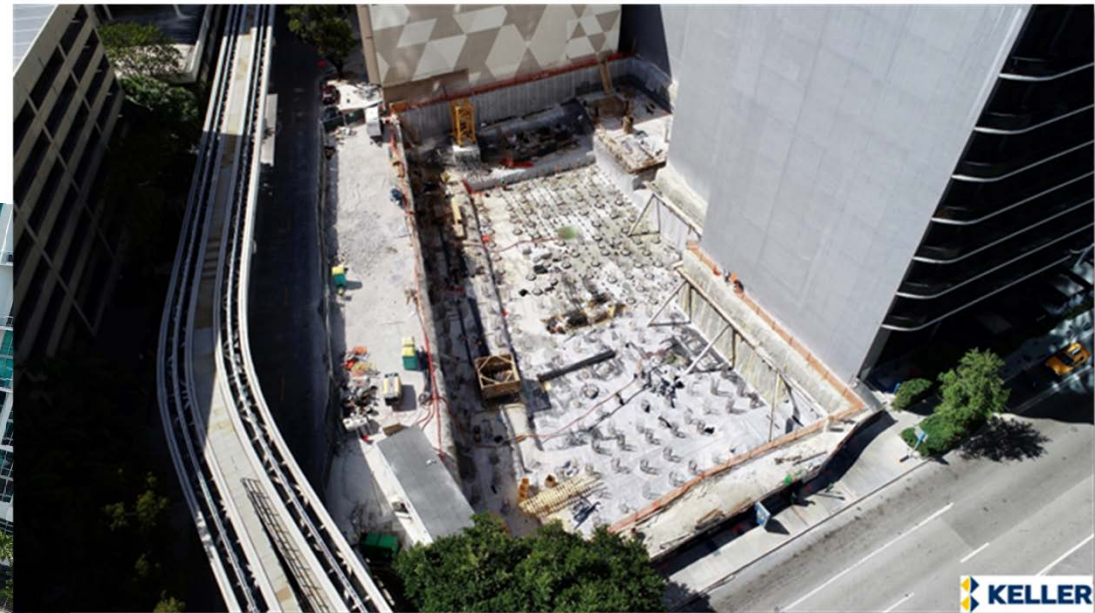
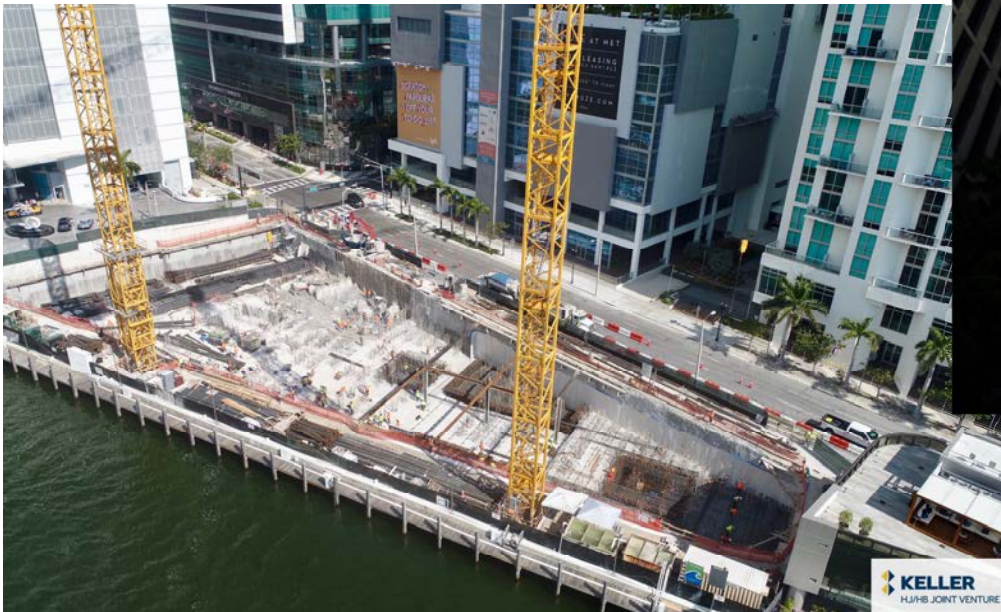


**Warehouse Support
(Lubbock, Texas)
(349) 24in. CFA to 50ft
Cobble Obstructions**

Utilizing Multiple Techniques

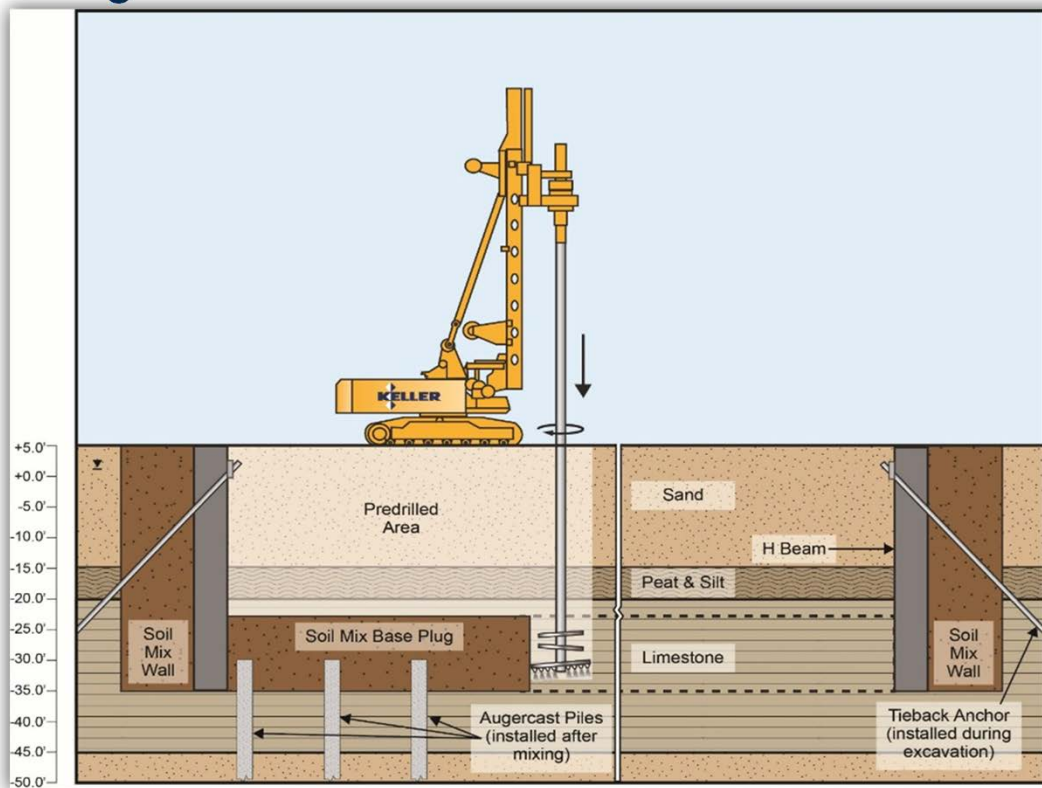
Bottom Seals: A Multi-Technique Solution!

What happens when we need to install an excavation and foundation system near existing water and structures?



Bottom Seals: A Multi-Technique Solution!

What happens when we need to install an excavation and foundation system near existing water and structures?



- ◆ Large Diameter DSM Bottom Seal Section
- ◆ Smaller Diameter Multi-Axis Soil Mix Walls
- ◆ Anchors/Internal Bracing
- ◆ Underpinning Options
- ◆ Augercast (CFA) or Other Foundation Elements
- ◆ Excavation Activities

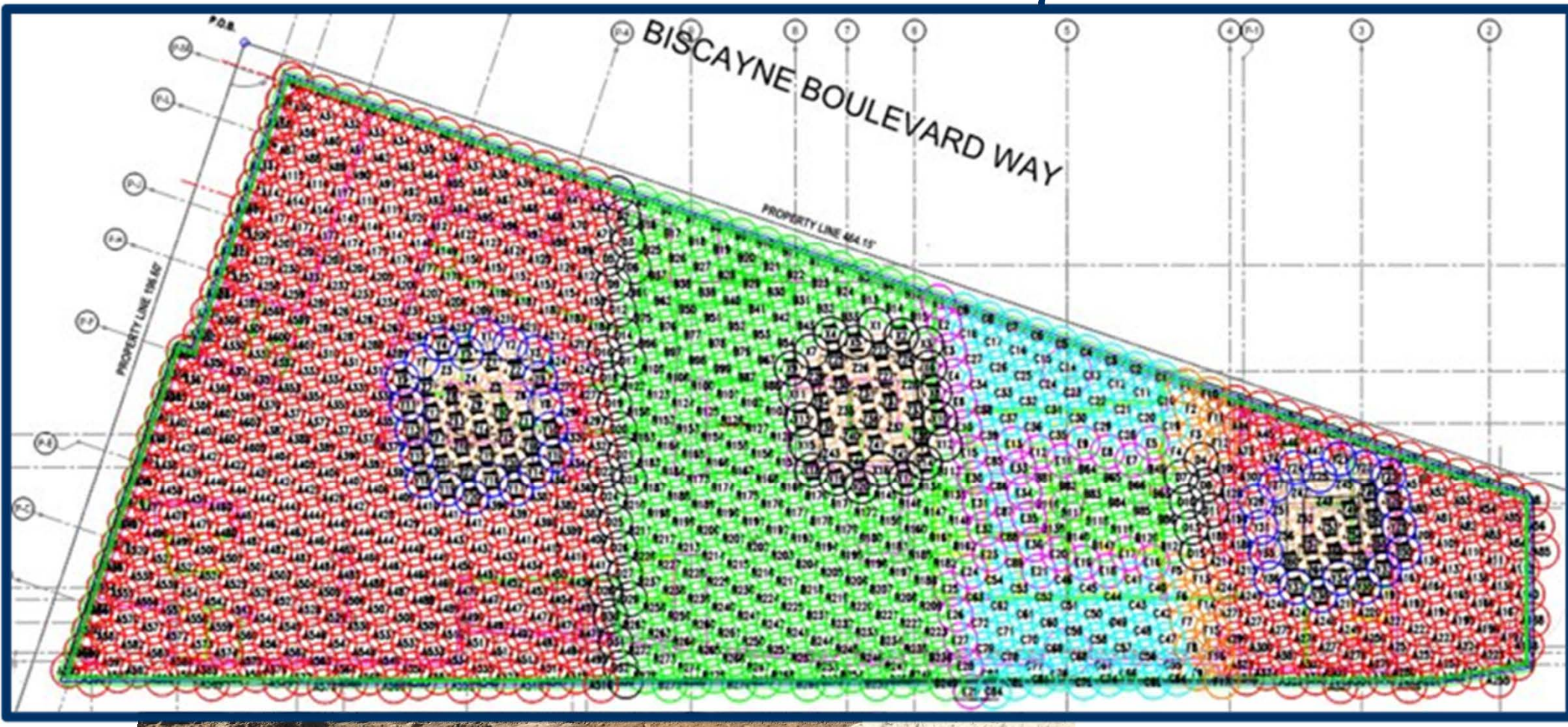
Bottom Seals: A Multi-Technique Solution!

Benefits of this system include:

- One point of contact for all excavation and foundation work (EOR and Contractor)
- Limits water inflow in high water table regions and/or where conventional dewatering is not possible.
- Bottom seal and foundation work typically performed at-grade.
- All anchor, excavation and subsequent structural work performed in the dry.
- Contractors prefer the bottom seal and final working pad...see Miami Markets!



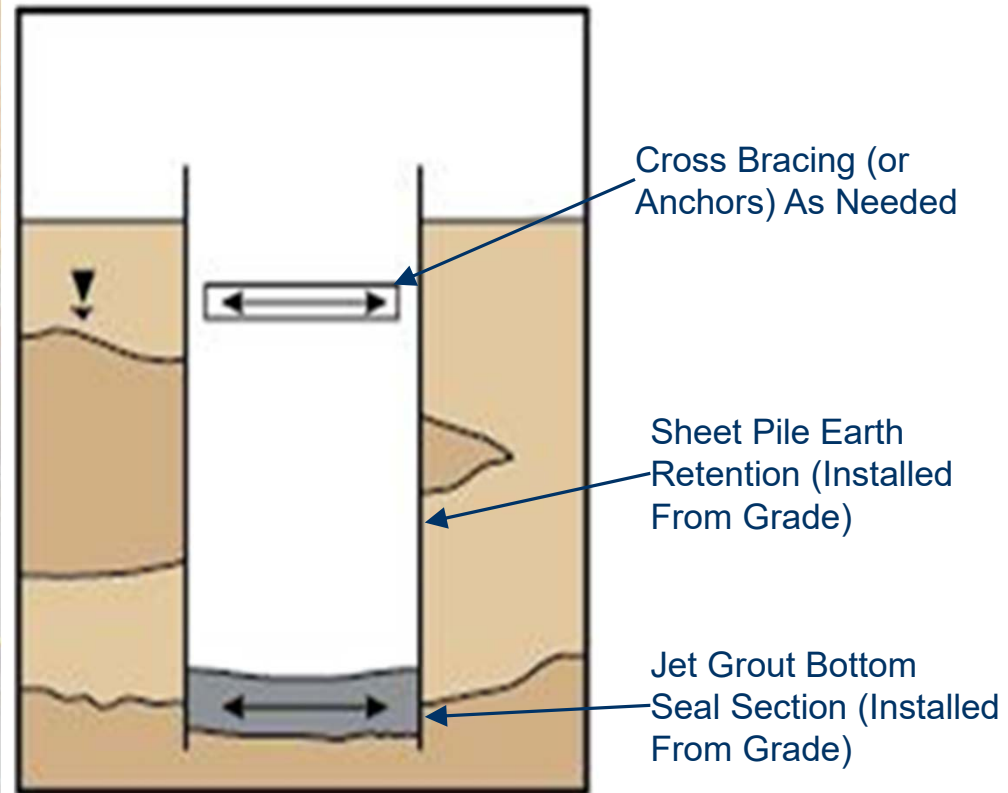
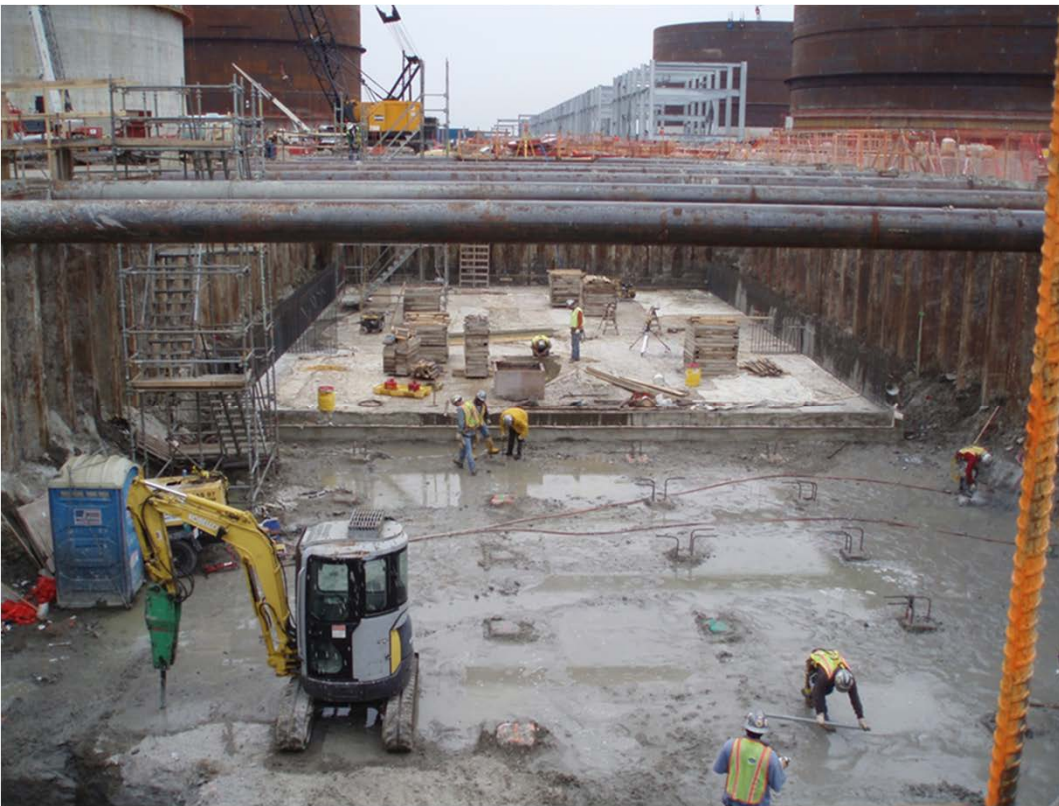
Bottom Seals: A Multi-Technique Solution!



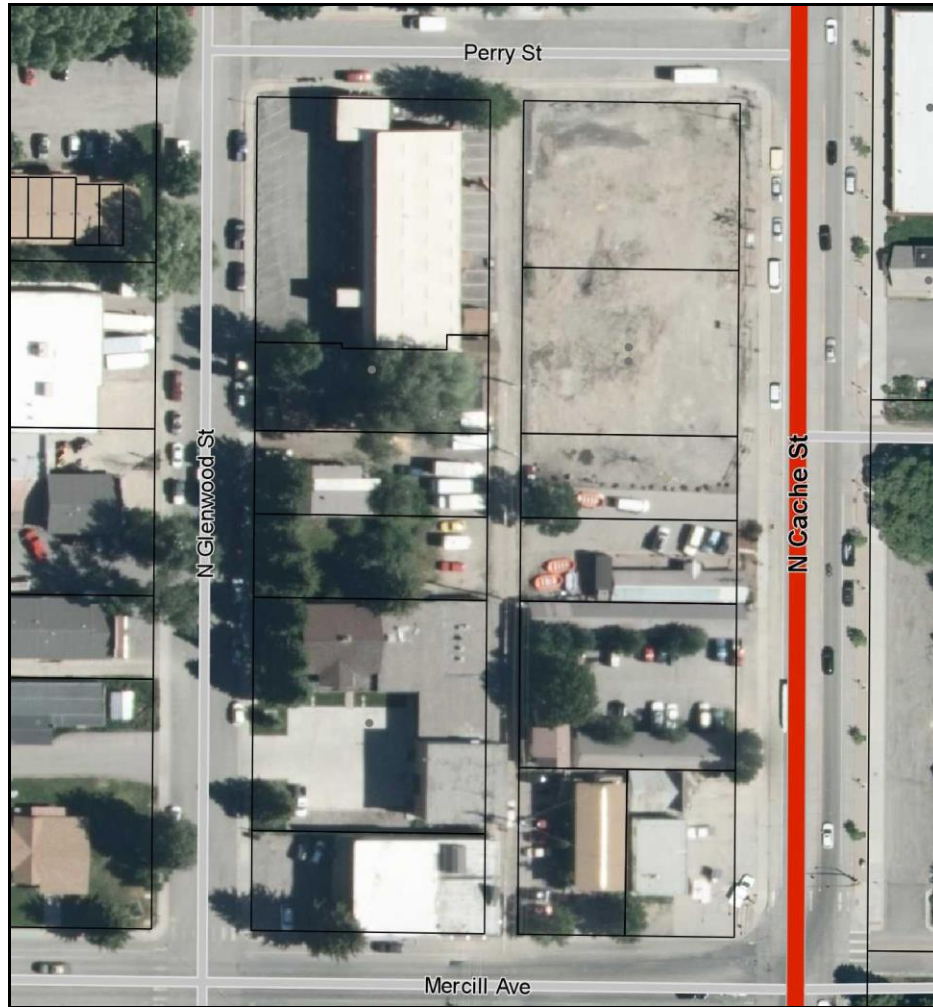
Bottom Seals: A Multi-Technique Solution!



Bottom Seals: A Multi-Technique Solution!



GEOLOGIC SOIL 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

July 4th, 2017

Rachel Lambert
Vice President of Construction
Mogul Hospitality Partners – Jackson, LLC
210 E. Main Street, Suite 109
Midway, UT 84049

Re: Geologic Soil 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 centrally located at 325 North Cache Street, in Jackson, Wyoming. The purpose of the geologic information obtained from the field investigation will be for use for preliminary 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.

This report is considered to be a preliminary geologic report and should be used for planning purposes. As the project progresses, a geotechnical investigation report may be needed for final engineering design.

Thank you for the opportunity to work with you on this project,

Jason Rolfe, PG
Professional Geologist/Owner

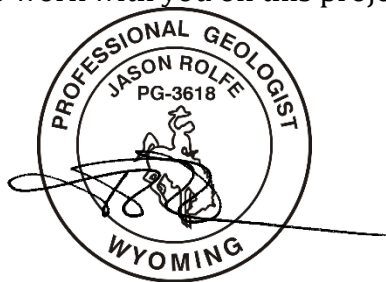


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Appendix B: Strata Laboratory Test Results
Appendix C: Corrected N60 Spreadsheet
Appendix D: WDEQ LAUST Project Results
Appendix E: WAI Project Report

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 geologic information provided in this report is intended to provide preliminary site information for initial design considerations. As the project progresses, additional geotechnical information may be needed for final engineering and architectural design.

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.

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Teton County, Teton County GIS Map Server, Internet site: <http://maps.greenwoodmap.com/tetonwy/mapserver/map>, last accessed on 5/29/2017.

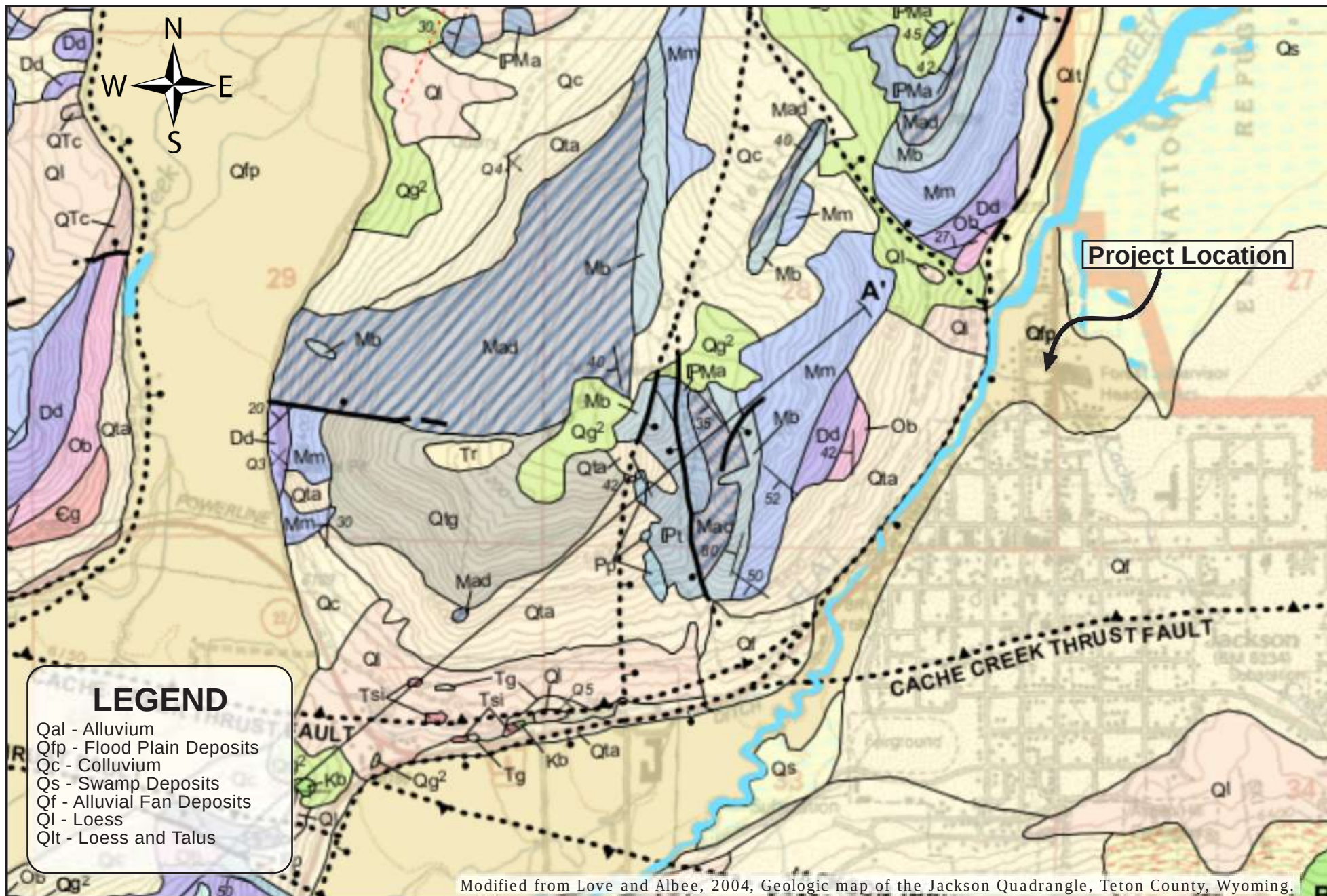
United States Department of Agriculture, Web Soil Survey, Internet site: <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>, last accessed on 2/10/2017.

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

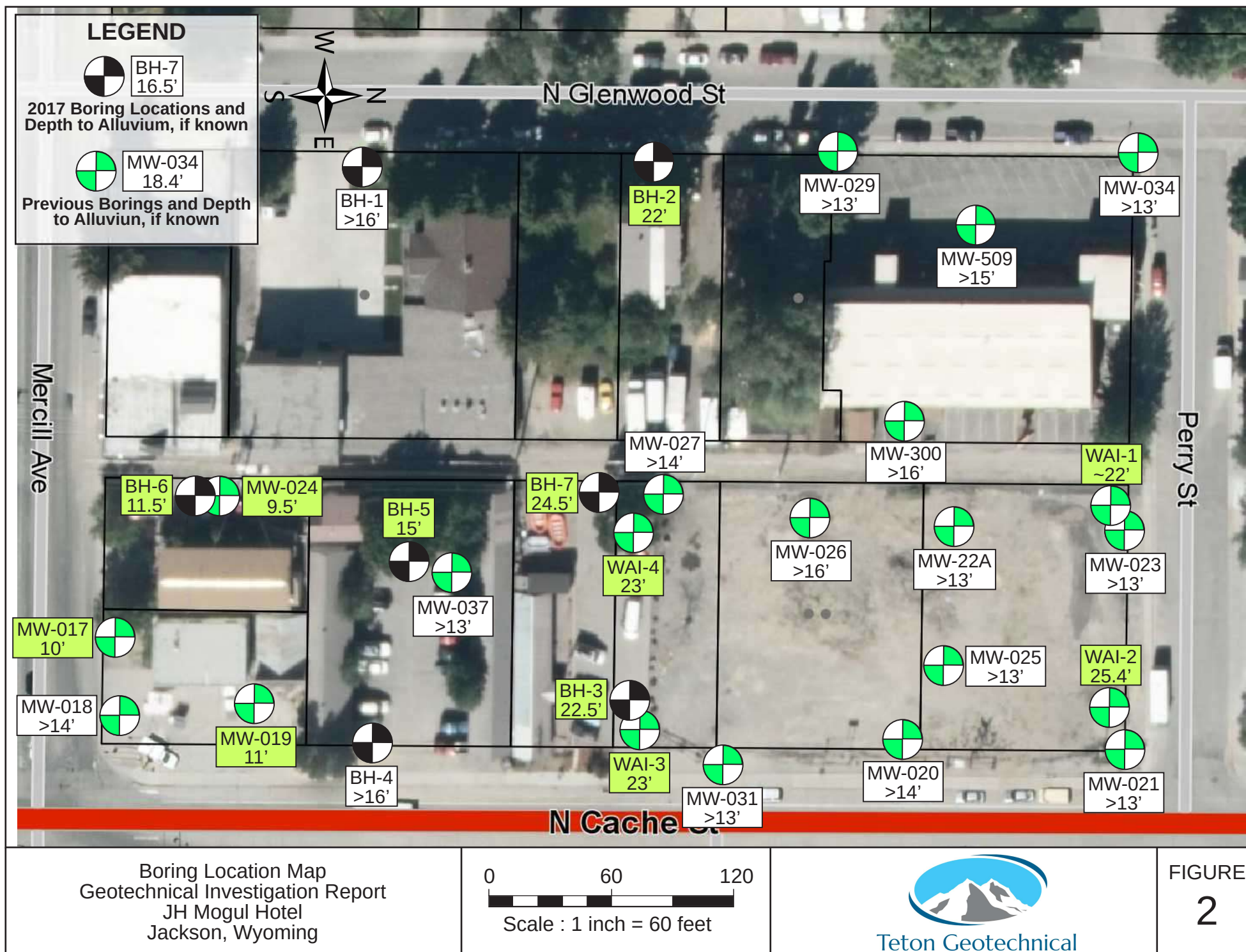


Geologic Location Map
 Geologic Investigation Report
 JH Mogul Hotel
 Jackson, Wyoming

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

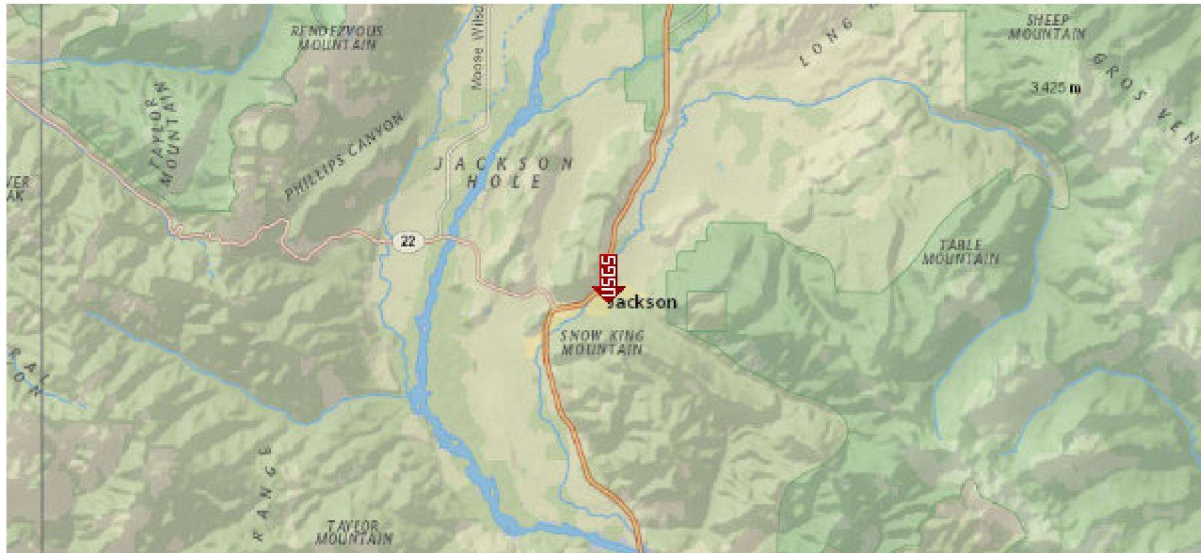
Tue May 30, 2017 02:56:54 UTC

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”

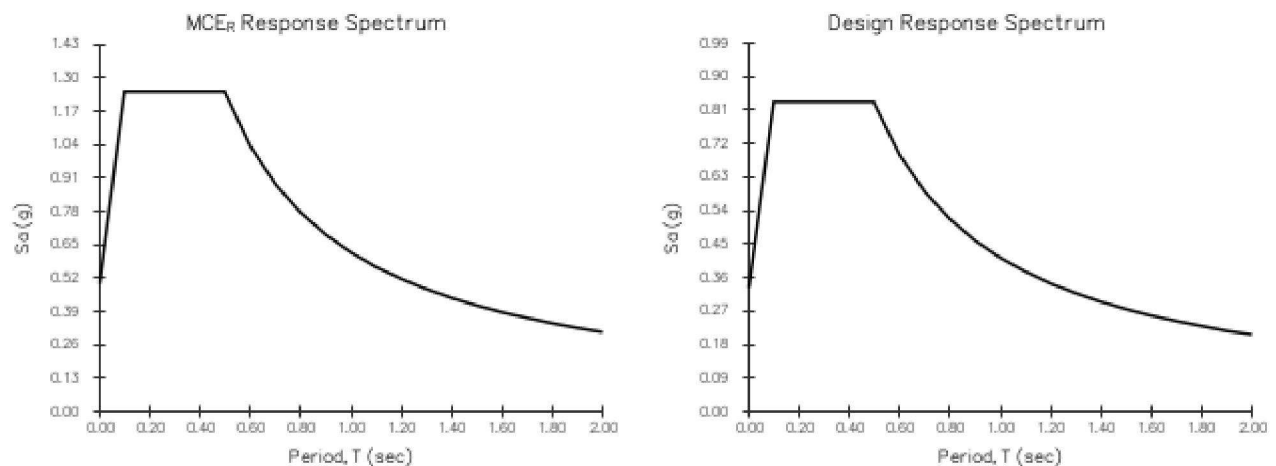
Risk Category I/II/III



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.

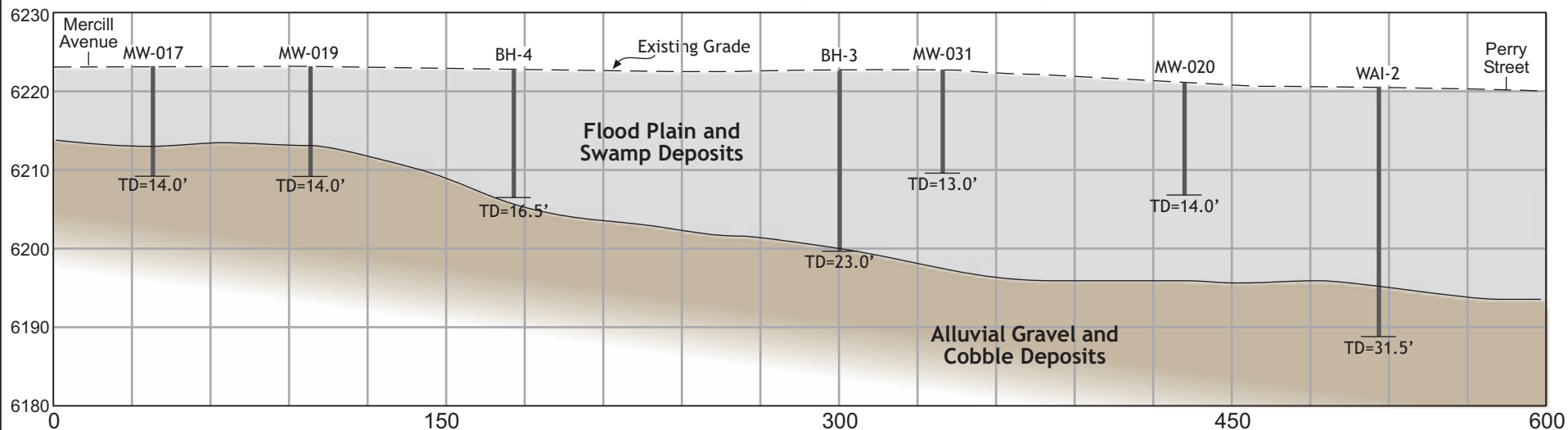


Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

A

Cross Section Along A-A', Looking West

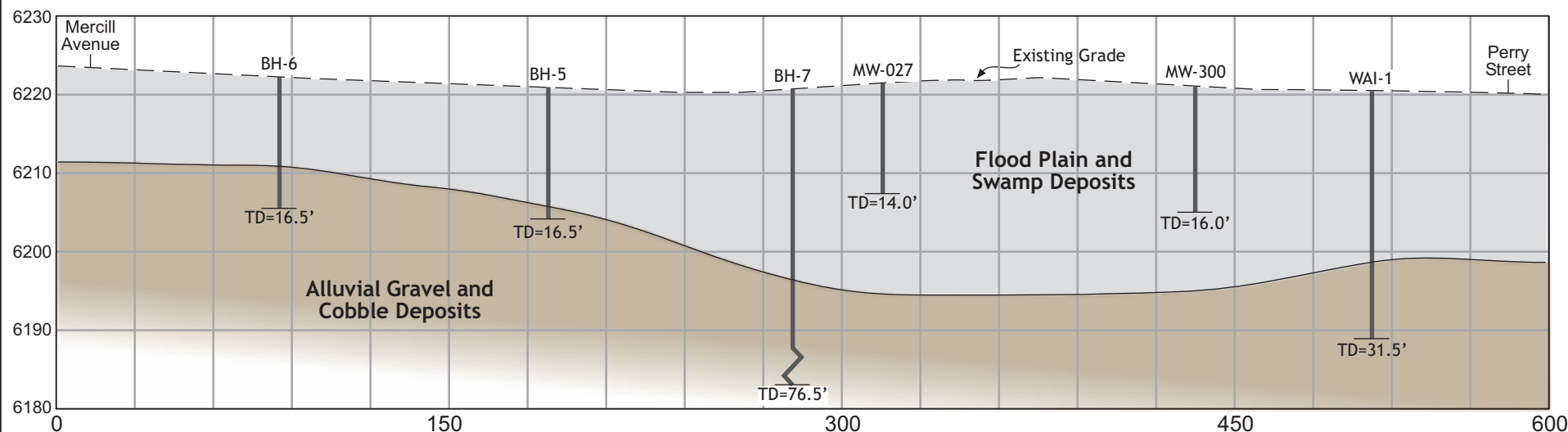
A'



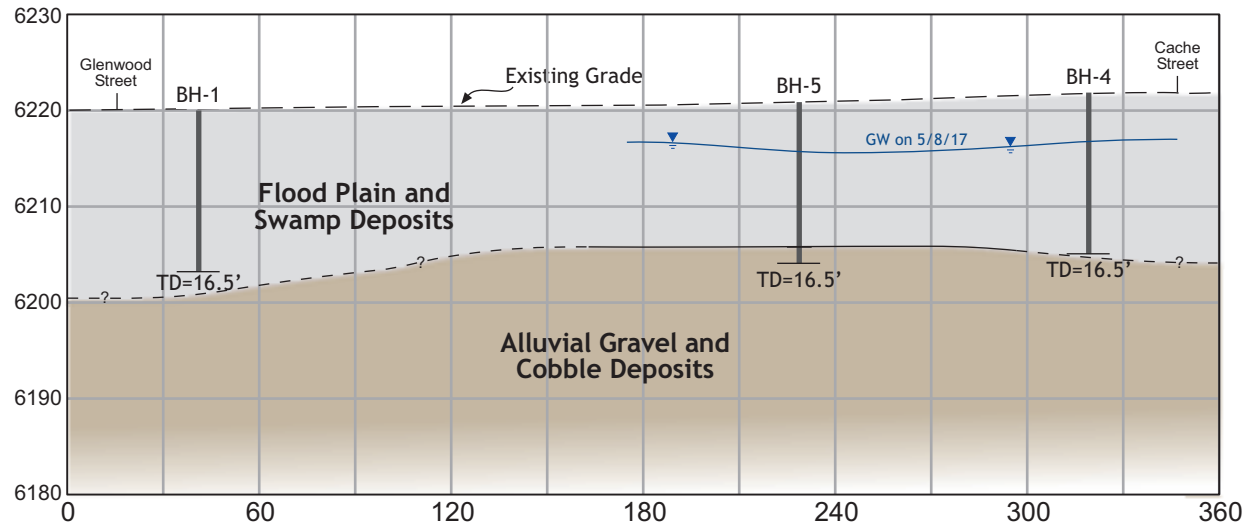
B

Cross Section Along B-B', Looking West

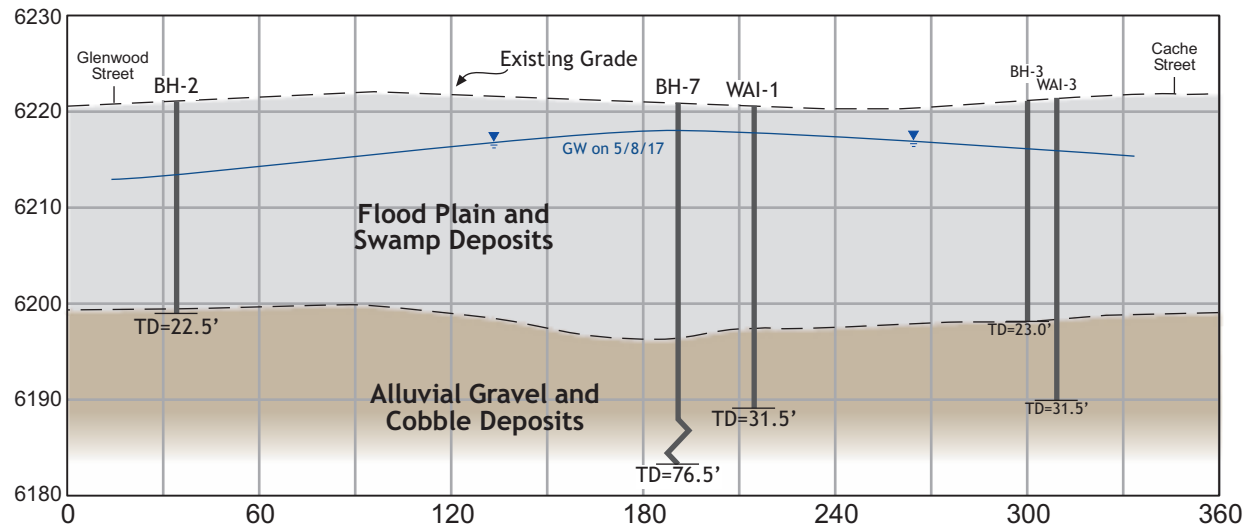
B'



C Cross Section Along C-C', Looking North **C'**



D Cross Section Along D-D', Looking North **D'**





Teton Geotechnical

APPENDICES

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
					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' - 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': High-plastic silt, 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		
Site Location: SE side of 345 N Cache, Jackson, WY				Drilling Contractor: LK Drilling		Drill Type: Simco 2800		
Logged By: JR		Date	Started: 4/22/2017		Operator: Steve		Weather: Clear	
Elevation: ~6,222'			Completed: 4/22/2017		Groundwater Depth: ~7.0'		Total Depth of Borehole: 23.0'	
Borehole Location: Eastern side of Lewis and Clark parking lot, see Figure 2				Monitoring Well Notes: 2-inch diameter well. Screened from 9.0'-19.0'.				
Surface Description: Parking lot				Other: Rope and cat head used. 2"-diameter split spoon used for sampling.				

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
					Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors. Rock Description: modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	
1					0.0' - 3.0': FILL - Asphalt over sandy gravel and cobble pit run fill. 	

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	
19 —					20.0' - 21.5': Clay, light brown to dark brown, wet, soft, highly plastic, fossiliferous, shells and organics.	
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 —						



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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': High plastic 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).	37
3						
4						
5						
6		SS 4-1	14"/18"	3		
7						
8						
9						
10						
11		SS 4-2	10"/18"	10		
12						
13						
14						
15						
16		SS 4-3	11"/18"	2		
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, moderately plastic, organics. - easy, quiet drilling.	18
3						
4						
5						
6		SS 5-1	11"/18"	5		
7						
8						
9						
10						
11		SS 5-2	16"/18"	2		
12						
13						
14						
15					15.0' - 16.5': ALLUVIUM - Sandy gravel and cobbles, medium brown, dense, wet.	
16		SS 5-3	6"/18"	32		
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
					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 - Asphalt over sandy gravel and cobble fill.	
2					1.5' - 11.5': FLOOD PLAIN AND SWAMP DEPOSITS - Intermixed clay and silt. - groundwater at 4.0' at time of drilling. 5.0' - 6.5': Silty clay, dark brown, wet, very soft, highly plastic.	15
3						
4						
5		SS				
6		6-1	12"/18"	2		
7					- continued easy drilling. 10.0' - 11.5': Silty lean clay, dark brown, wet, stiff, moderately plastic, gravel in shoe.	15
8						
9						
10		SS				
11		6-2	10"/18"	11	11.5' - BOH: ALLUVIUM - Sandy gravel and cobbles, medium brown, wet, medium dense. - grinding from 11.5' to 15.0'	15
12						
13						
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
1					0.0' - 2.0': FILL - Asphalt and sandy gravel and cobble fill.	
2					2.0' - 24.5': FLOOD PLAIN AND SWAMP DEPOSITS - Intermixed and interbedded clay, silt, sand, and gravel.	
3						
4					5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic, some organics.	
5						
6		SS 7-1	13"/18"	3	- groundwater observed at ~5.5' at time of drilling.	
7						
8					10.0' - 11.5': Sandy clayey gravel, medium brown, wet, medium dense.	
9						
10						
11		SS 7-2	8"/18"	19		
12					15.0' - 16.5': High-plastic silt, grey brown, moist, very soft, highly plastic, fossiliferous.	
13						
14						
15						
16		SS 7-3	18"/18"	2		30
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 20.0' - 21.5': Silt, light brown/yellow tan, moist, very soft, plastic, fossiliferous.			NP
19								
20		SS						
21		7-4	16"/18"	2				
22								
23					24.5' - BOH: ALLUVIUM - Sandy gravel and cobbles. 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.			
24								
25		SS						
26			6"/18"	42				
27								
28								
29								
30		SS						
31			4"/18"	21				
32								
33								
34								
35		SS						
36			5"/18"	47				
37								
38								
39								
					Page: 2 of 4 Borehole: BH-7 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-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						



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Borehole: BH-7

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-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.			
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								



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Borehole: BH-7

Project: JH Boutique Hotel

Location: W side of 330 N Glenwood, Jackson, WY

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).		

Apparent Density of Coarse-Grained Soils

SPT N-Value (corrected)	Apparent Density
0 - 4	Very loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
> 50	Very Dense

Consistency of Fine-Grained Soils

SPT N-Value (uncorrected)	Consistency	Compressive Strength (ksf)	Results of Manual Manipulation
< 2	Very Soft	< 0.5	Specimen (height = twice the diameter) sags under its own weight; extrudes between fingers when squeezed
3 - 4	Soft	> 0.5 - 1.0	Specimen can be pinched in to between the thumb and forefinger; remolded by light finger pressure
5 - 8	Medium stiff	> 1.0 - 2.0	Can be imprinted easily with fingers; remolded by strong finger pressure
9 - 15	Stiff	> 2.0 - 4.0	Can be imprinted with considerable pressure from fingers or indented by thumbnail
16 - 30	Very stiff	> 4.0 - 8.0	Can be barely imprinted by pressure from the fingers or indented by thumbnail
> 30	Hard	> 8.0	Cannot be imprinted by fingers or difficult to indent by thumbnail

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.

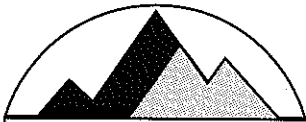
Activity	Cost Per Activity (\$1000)	Number of Units	ORC Injection (\$1000)
Direct Costs	\$93	1	\$93
Indirect Capital Costs	\$25	1	\$25
O&M Costs (Annual)	\$49	2	\$98
Decommissioning and Closeout Costs	\$21	1	\$21
Salvage Value	\$0	0	\$0
Project Life (years)	2		
Total Project Cost (year 2000 dollars)			\$237



Teton Geotechnical

APPENDIX E

WAI Project Report



WOMACK & ASSOCIATES, INC.

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• Geotechnical Engineering

• Geology

January 18, 2008

Mr. Reed Armijo
Jorgensen Associates, P.C.
PO Box 9550
Jackson, WY 83002

RE: GEOTECHNICAL SITE INVESTIGATION, HEIDER PROPERTY, NORTH CACHE STREET, JACKSON, WYOMING

Dear Reed:

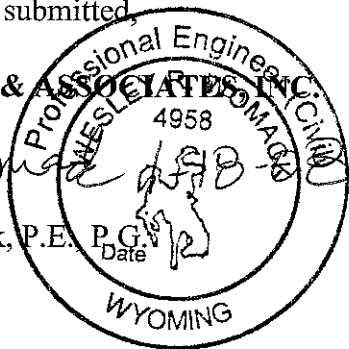
We are pleased to present this report on our geotechnical site investigation for the proposed development of the Heider property at the intersection of Perry Street and North Cache Street. Three copies are enclosed. The report describes site conditions and presents conclusions and recommendations regarding foundation construction.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions for you.

Respectfully submitted,

WOMACK & ASSOCIATES, INC.

Ray Womack
Ray Womack, P.E.
Date *1/18/08*



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:

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P.O. Box 12650
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January 18, 2008

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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.

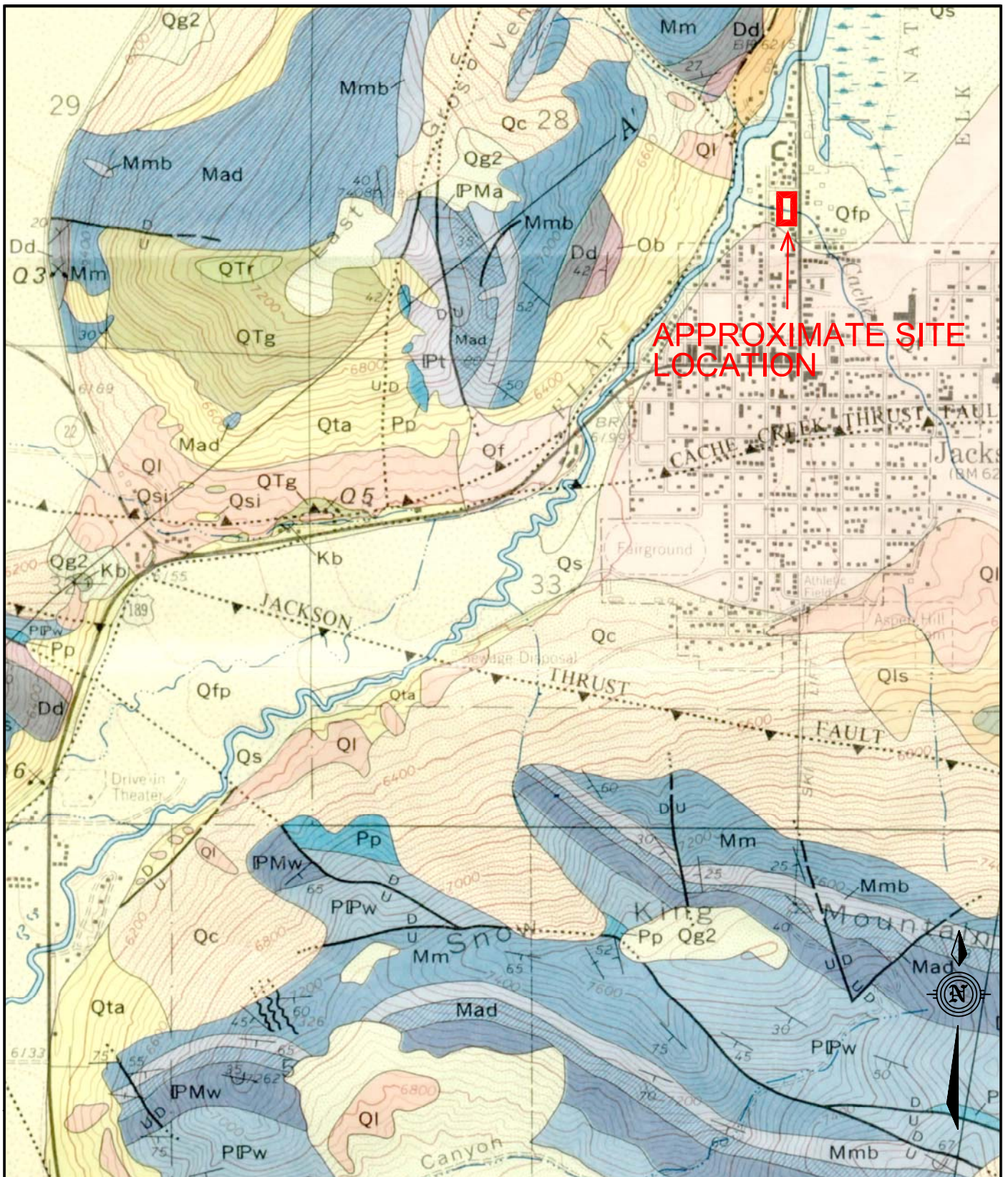
Soil types, thickness, and consistencies were observed and documented by an engineering geologist. Note that site conditions may be variable and actual soil conditions may differ from those represented in the borehole logs.

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 \08012008;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

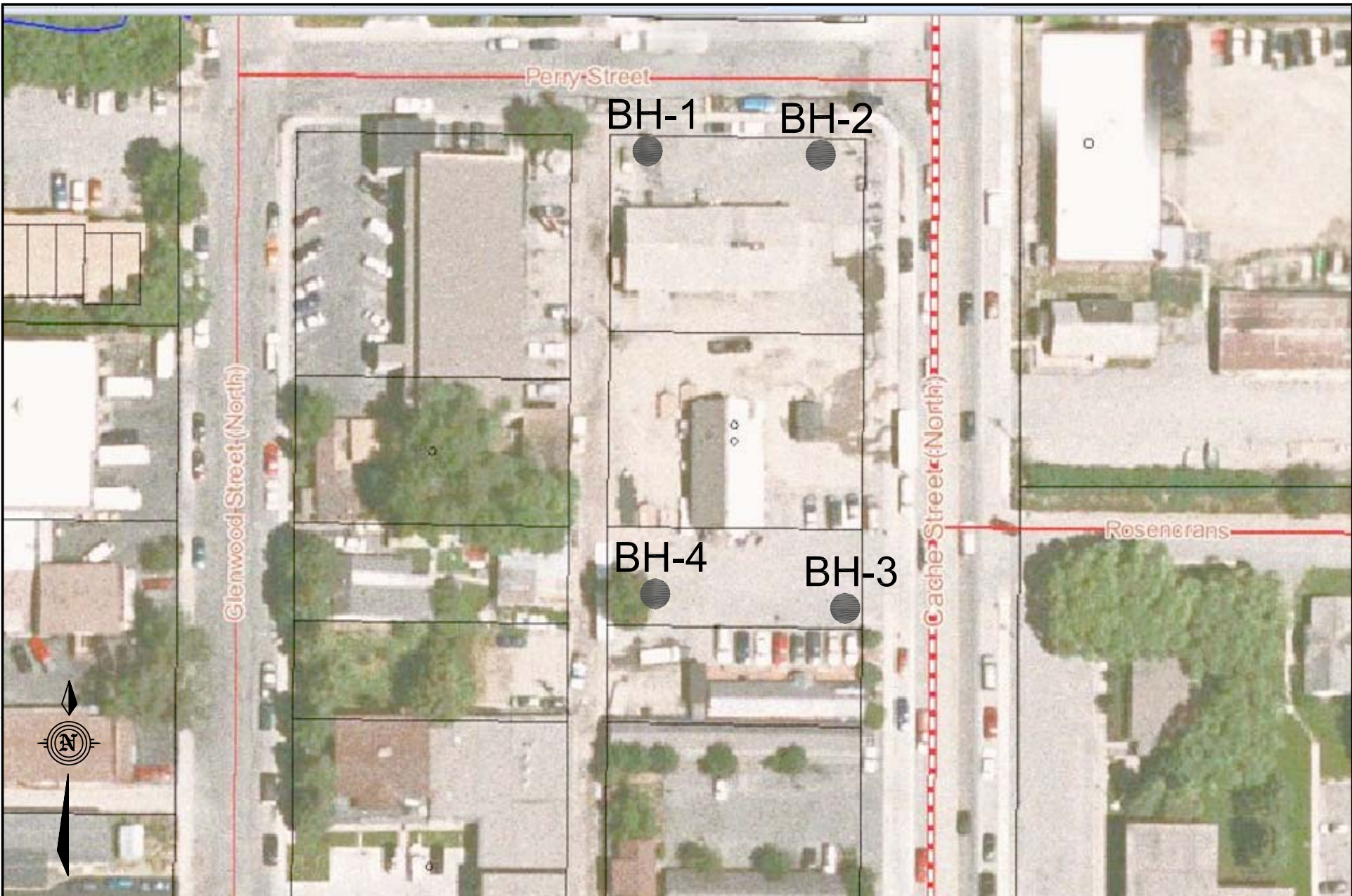
Figure 1 shows the generalized geology for the Jackson area (Love, et al, 1972). Most of the north end of the town of Jackson, including the project site, is mapped as Quaternary flood plain deposits (Qfp) consisting of gravel, sand, silt, and clay and swamp deposits (Qs). The organic soils that occur 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.

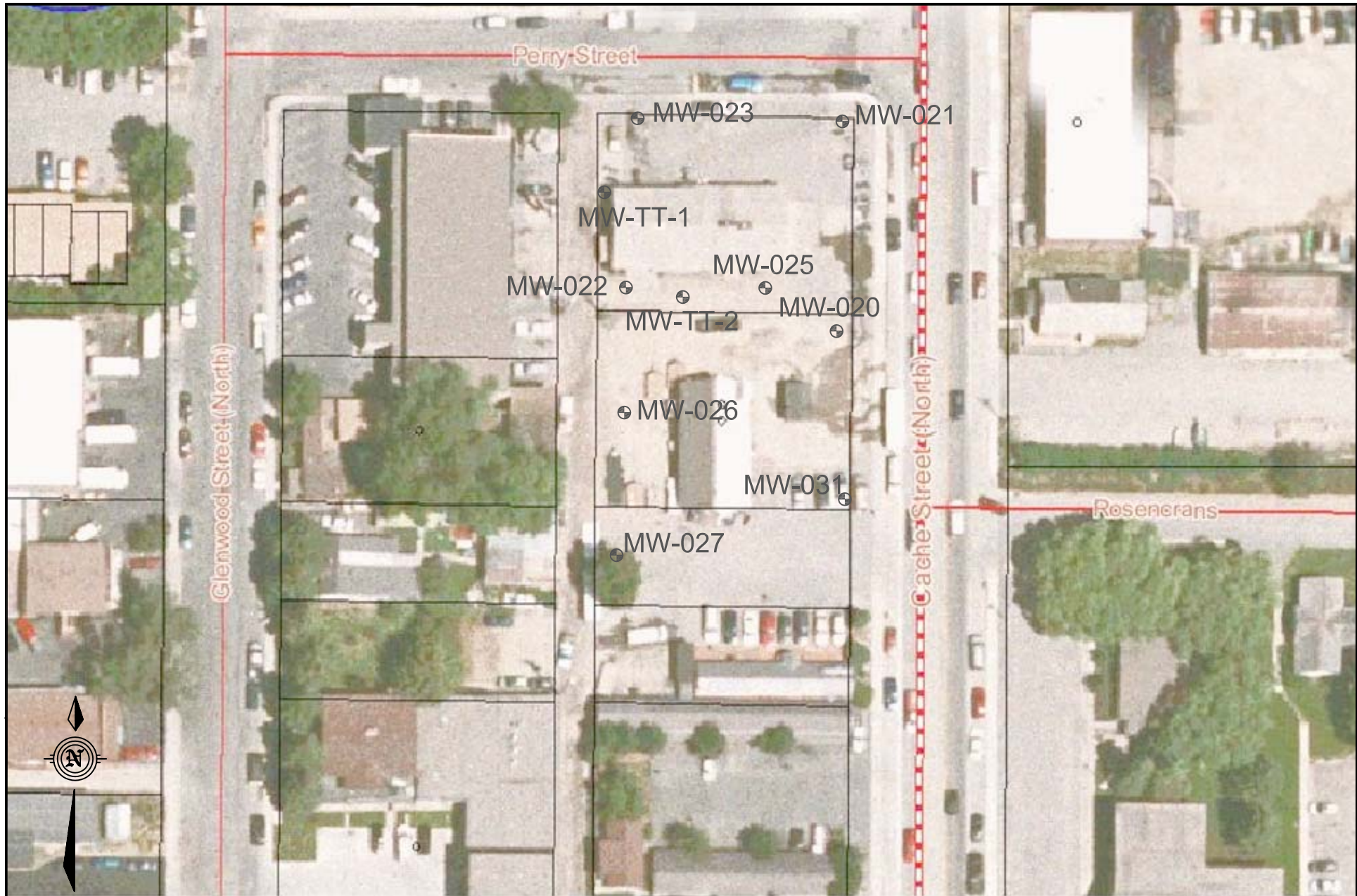
4.3 Soils

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
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Scale: 1" = 70'
* DEQ Monitoring well locations estimated

Geotechnical Investigation Report
Jorgensen - Heider Property
Jackson, Wyoming

Wyoming DEQ LAUST
Monitoring Well Locations

FIGURE
3

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.

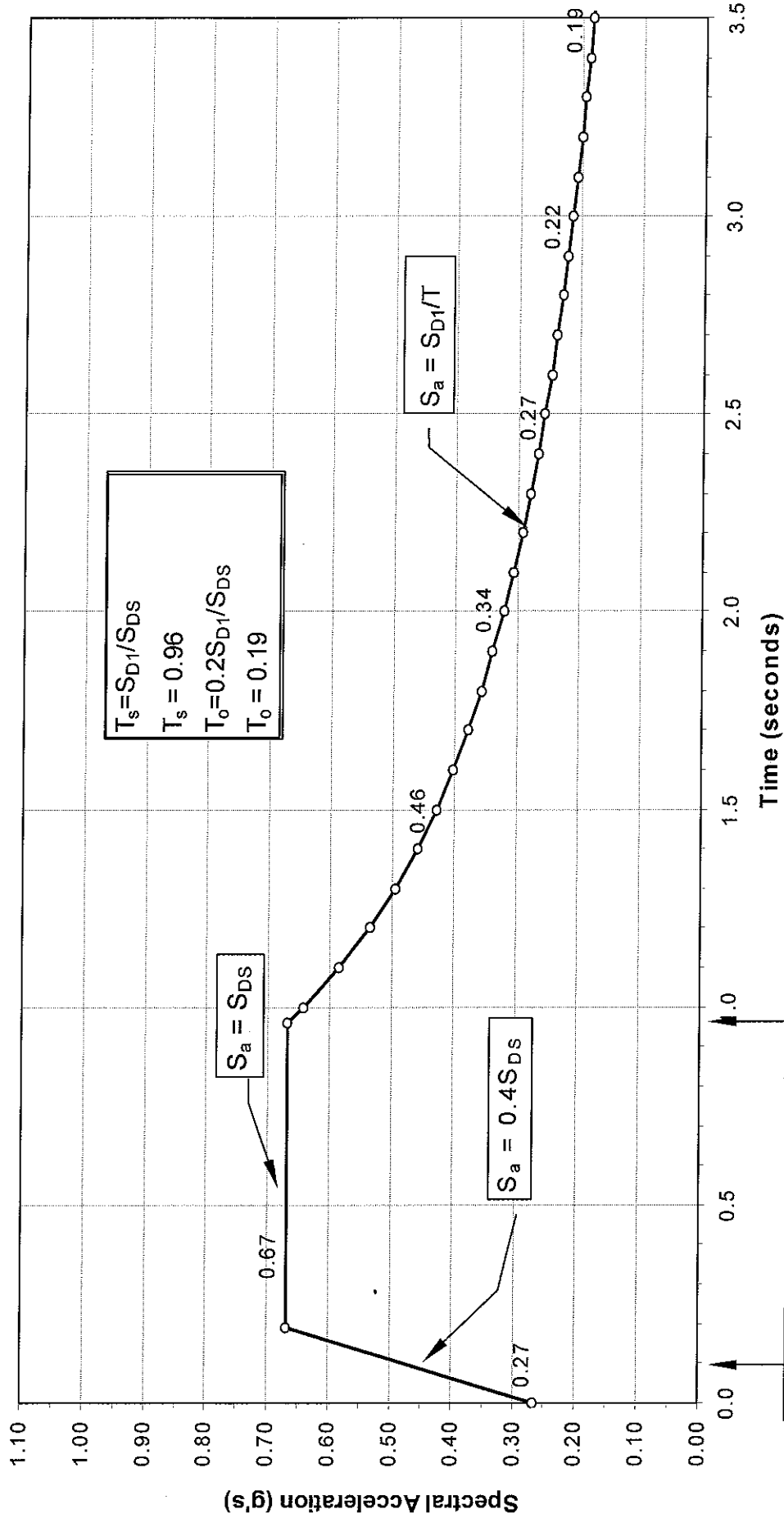
4.5 Earthquakes and Ground Shaking

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 with in the upper 25 feet does not appear susceptible to liquefaction. The underlying gravel alluvium is generally regarded as being too coarse-grained, dense, and contains too many fines to be susceptible to liquefaction.

5.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

5.1 Settlement

A consolidation test was performed on sample U1 from borehole BH-4 indicated modest settlement of less than one inch. However, it is clear that settlement is highly likely to be much larger than this, considering the high organic content of much of the soil profile. It appears that the sample tested may represent an upper bound on unit weight of the clay and silt soils at the site. The dry unit weight of sample BH-4 U1 was 100 pcf; recent consolidation testing on organic silt soil within the vicinity indicated a dry unit weight of about 78 pcf and much larger potential for settlement. Using consolidation data from the organic silt, primary consolidation estimates for 2 foot wide footings loaded to 2,500 psf would be on the order of 3 inches, perhaps more.

In our opinion it is rational to assume that settlement potential of the fine-grained material may be on the order of several inches, and therefore, foundation elements should not bear directly on the silty clay or organic material encountered in the upper 25 feet of the boreholes. Deep foundations should

be installed such that building loads are transferred to the coarse grained sandy gravel material below about 25 feet. Section 5.4 discusses deep foundation options and recommendations.

5.2 Lateral Pressures

Table 5-1: Lateral Earth Pressure Parameters

Condition	Coefficient of Earth Pressure	γK (equivalent fluid pressure)
Static Conditions		
Level Backfill	$K_o = 0.53$	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.

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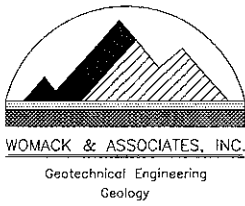
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APPENDIX A

BOREHOLE LOGS



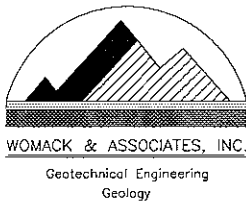
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 Fax: (307) 733-8005

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



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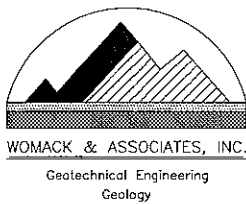
TEST HOLE LOG

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



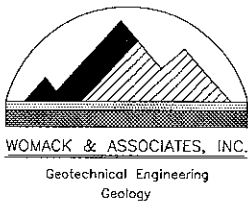
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TEST HOLE LOG

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



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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.	(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	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

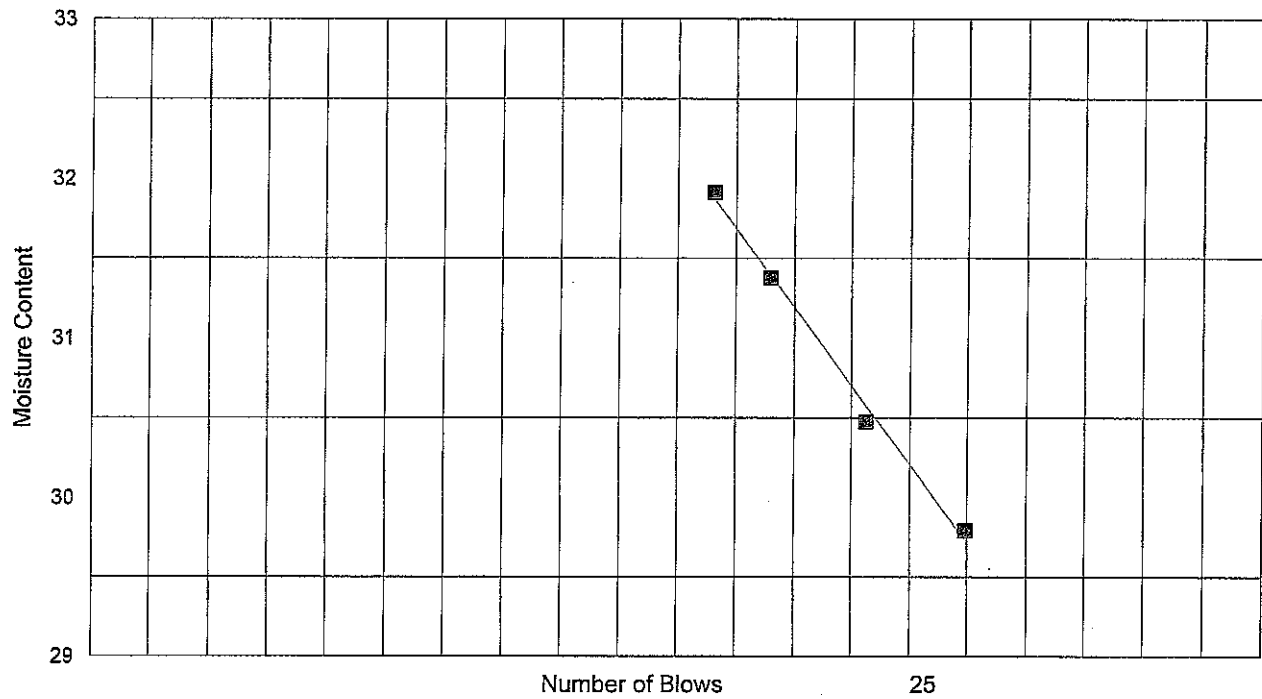
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Checked by: 128
FileName:

SR Date: 01/14/2008
Date: 1/15/08
WOG0BH4

ADVANCED TERRA TESTING, INC.

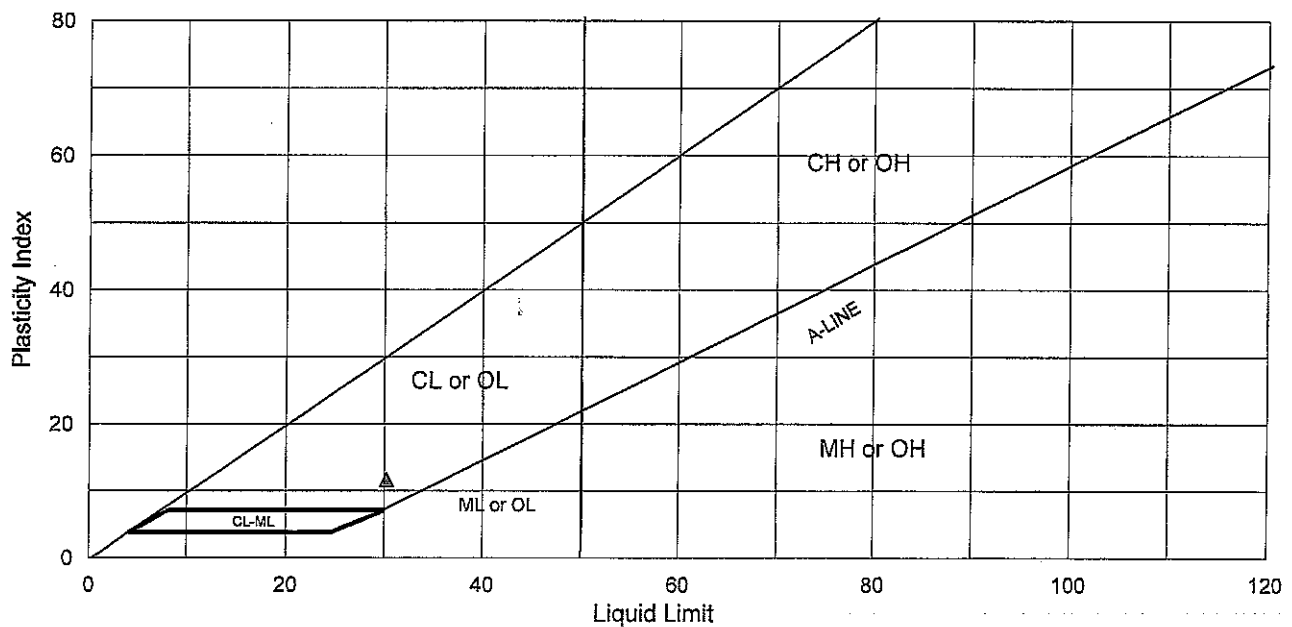
Atterberg Limits, Flow Curve

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

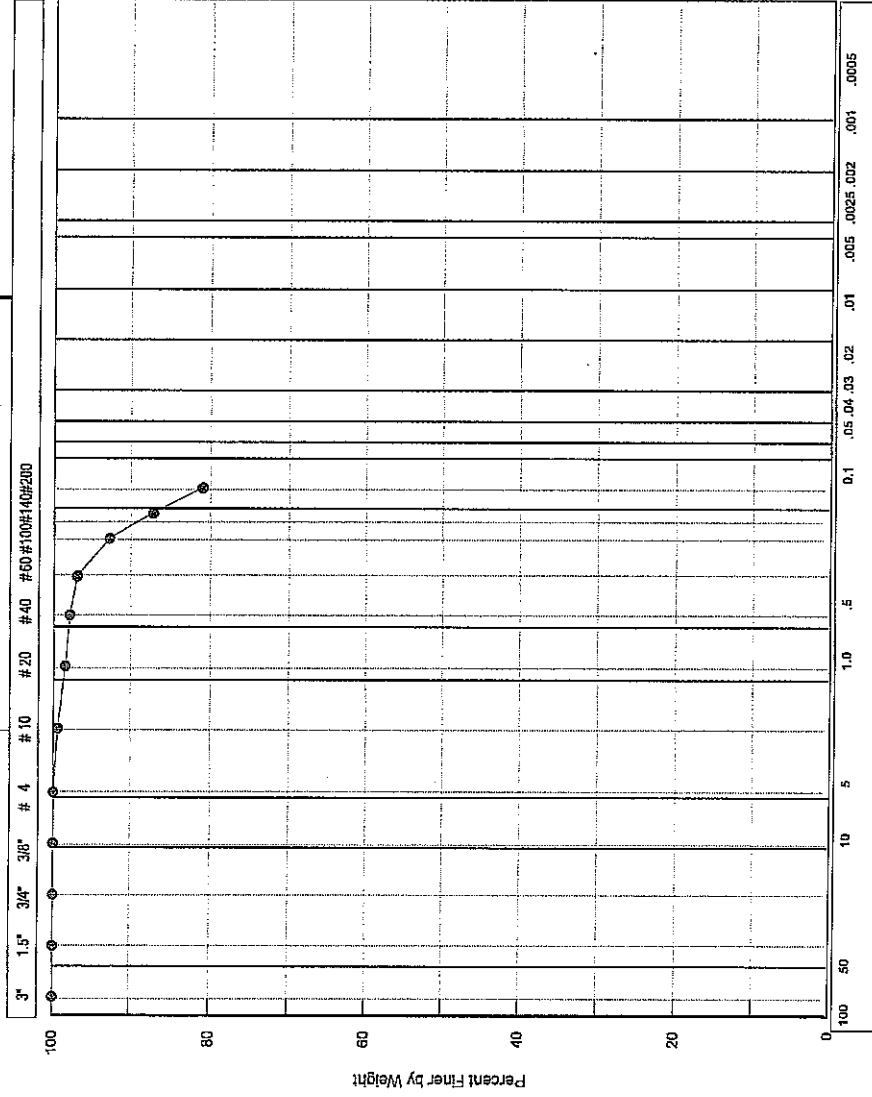
Sieve Number (Size)	Pan Weight (g)	Indiv. Wt. + Pan (g)	Indiv. Wt. Retain.	Cum. Wt. Retain.	Cum. % Retain.	% Finer By Wt.
3"	0.00	0.00	0.00	0.00	0.0	100.0
1 1/2"	0.00	0.00	0.00	0.00	0.0	100.0
3/4"	0.00	0.00	0.00	0.00	0.0	100.0
3/8"	0.00	0.00	0.00	0.00	0.0	100.0
#4	0.00	0.00	0.00	0.00	0.0	100.0
#10	2.37	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



Test Data

COBBLES		GRAVEL		SAND			SILT OR CLAY		
		COARSE	FINE	CRS	MEDIUM	FINE			
COBBLES TO BOULDERS		PEBBLE GRAVEL		SAND			CLAY		
		COARSE	MED	FINE	GRAN	COARSE	MED	FINE	

USCS

WENTWORTH

Client: Wornack & Associates Boring No.: BH4
 Job Number: 2292-16
 Classification CL, Lean Clay with sand
 Sample No.: U1
 Depth: 10.0-11.5'

Advanced Terra Testing, Inc.

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

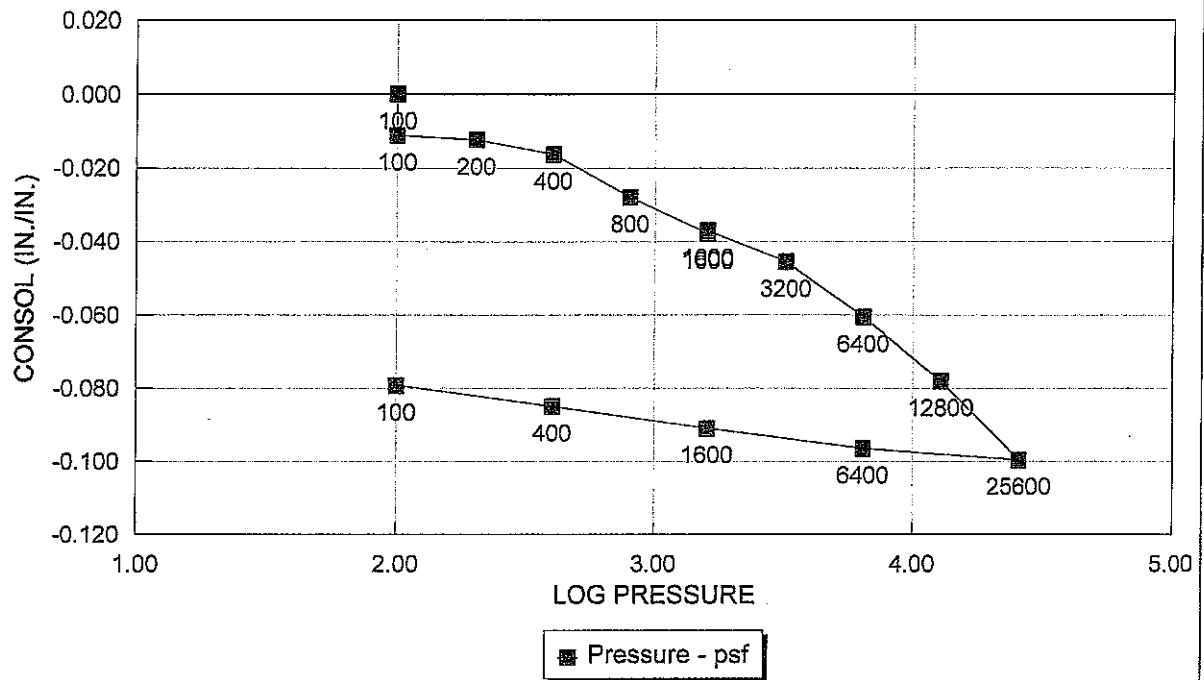
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Date: 01/17/2008
 Date: 1/18/07

ADVANCED TERRA TESTING, INC.

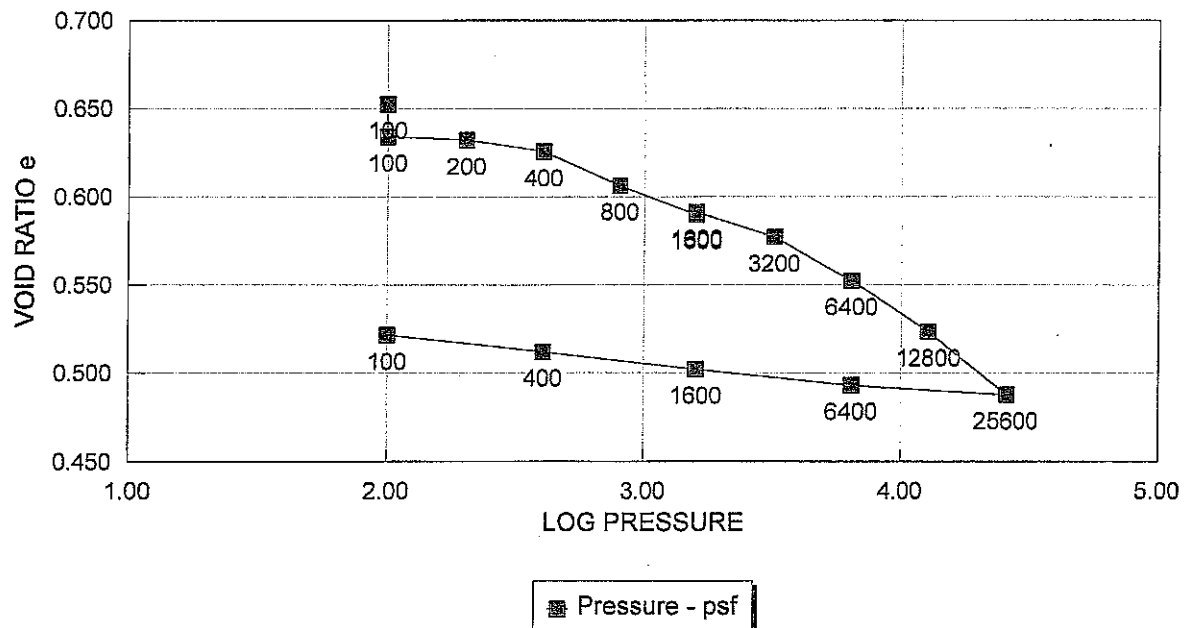
CONSOLIDATION TEST DATA

BH-4,U1,10.0-11.5'



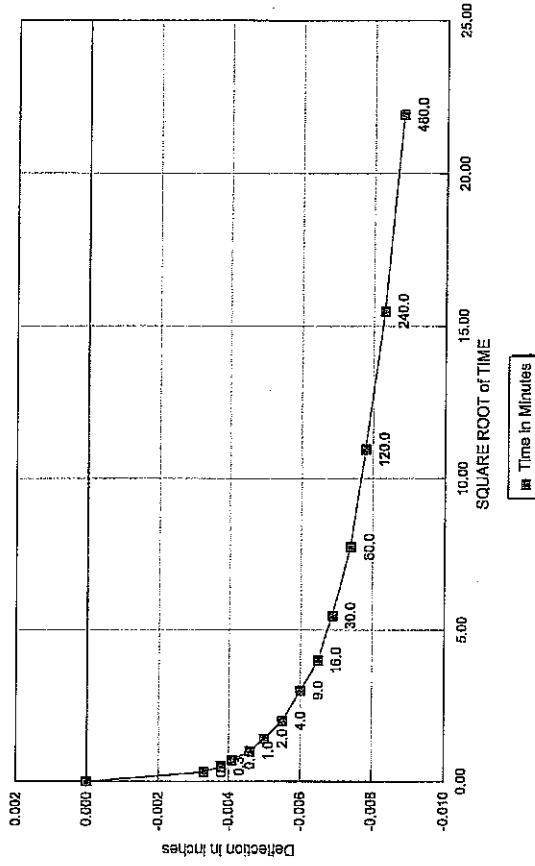
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BH-4,U1,10.0-11.5'



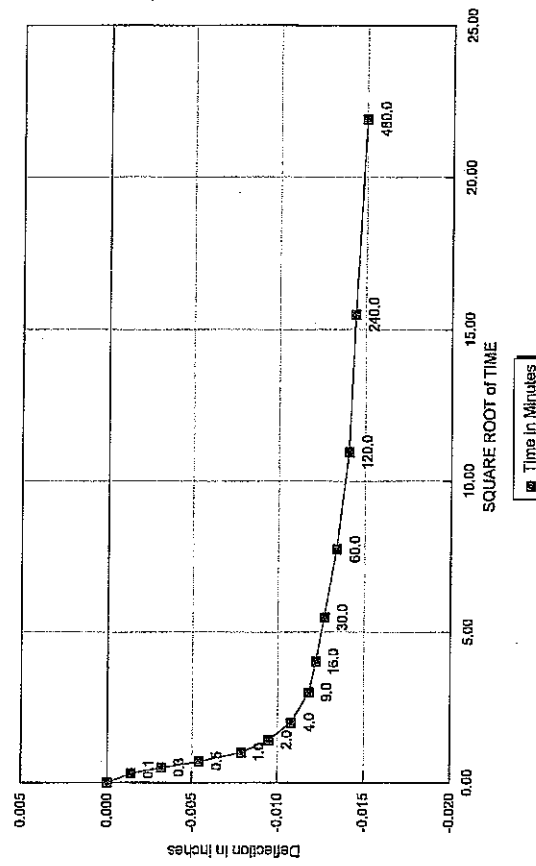
TIME READING DATA

BH-4,U1,10.0-11.5,3200 psf Load



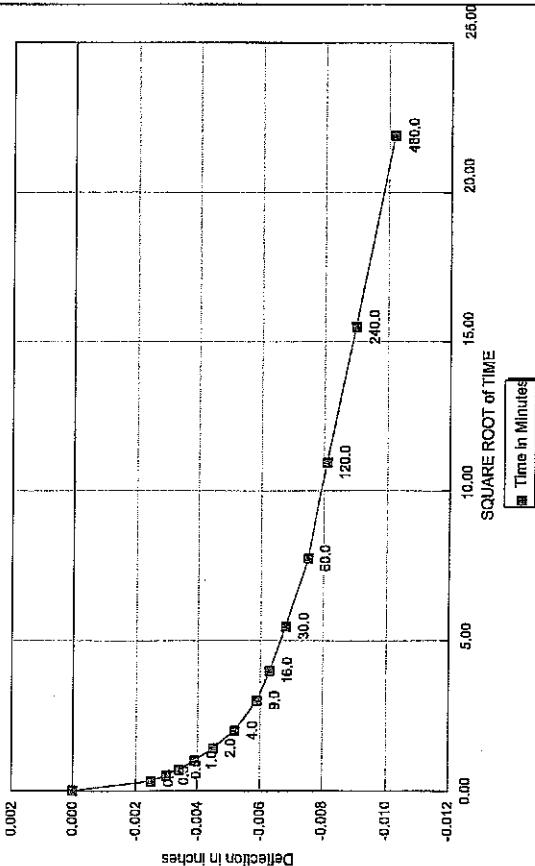
TIME READING DATA

BH-4,U1,10.0-11.5,6400 psf Load



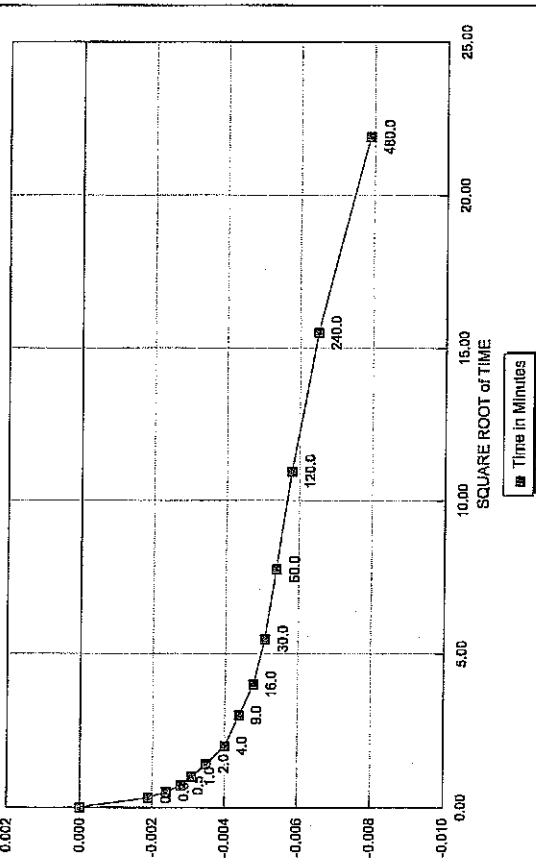
TIME READING DATA

BH-4,U1,10.0-11.5,800 psf Load

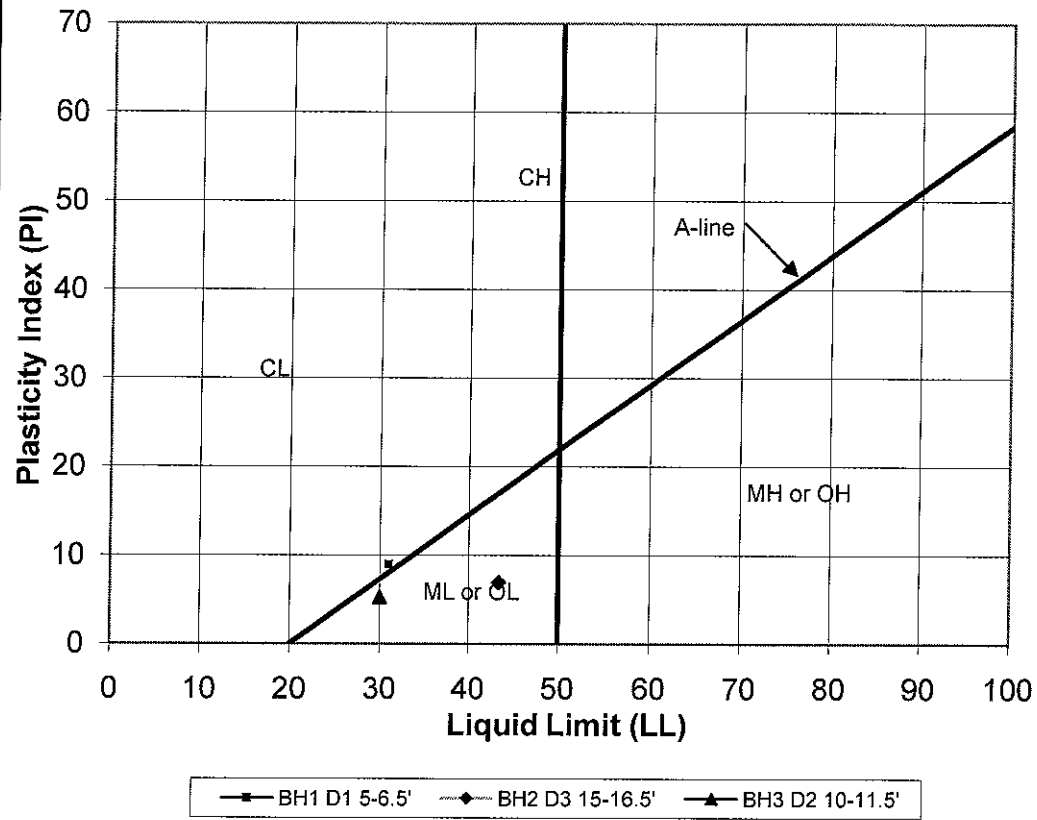


TIME READING DATA

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

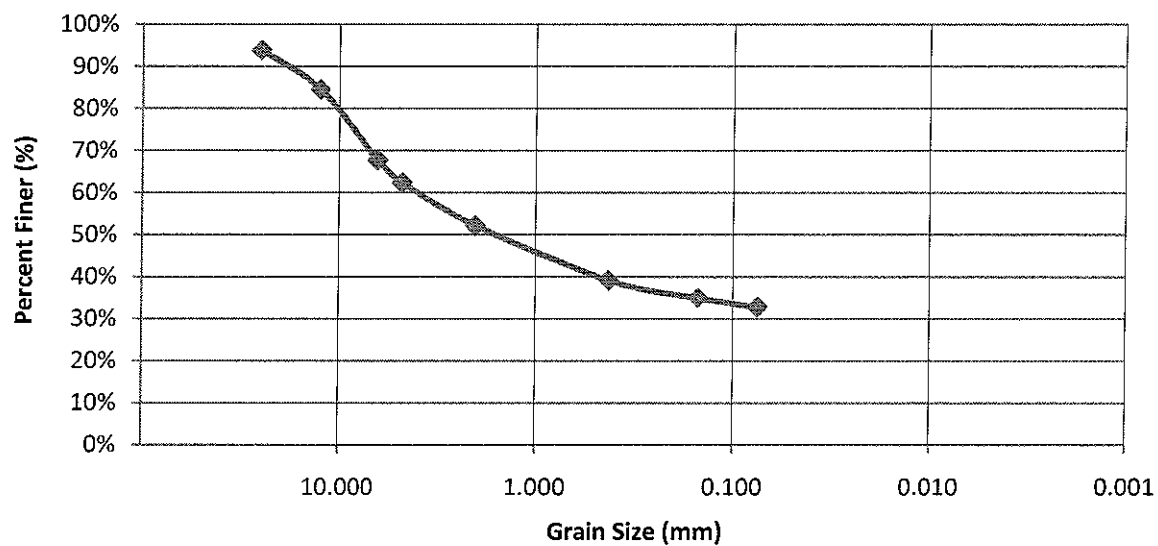
Moisture Content	
Wet Sample + Tare:	553.6
Tare:	179.8
Wet Sample:	373.8
Dry Sample + Tare:	468.0
Moisture Content:	29.7%

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

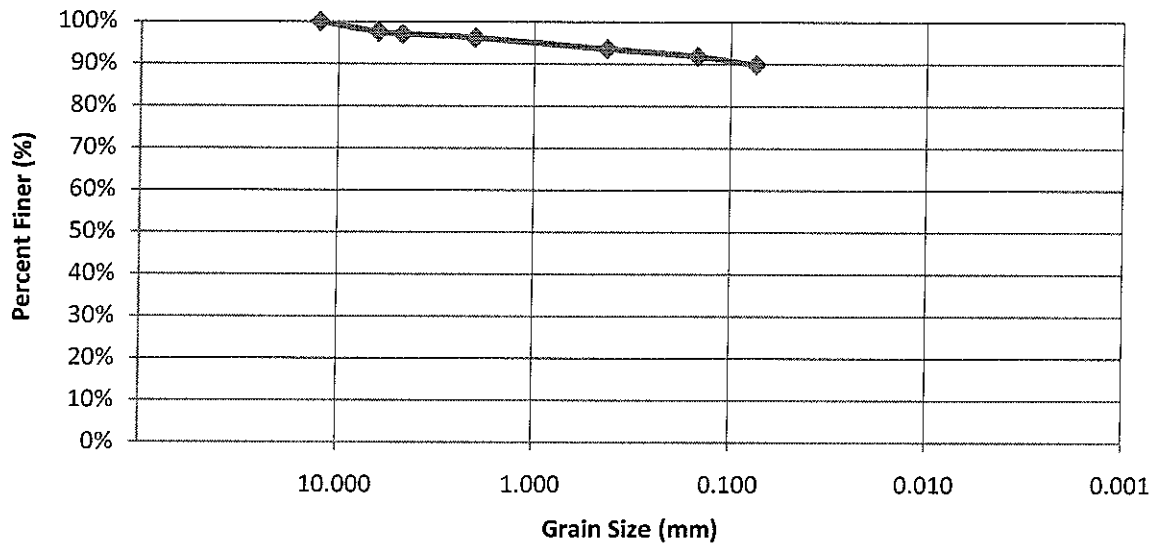
Classification

%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%

Particle Size Distribution



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%

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-170		BUILDING DEPARTMENT COMMENTS	Structures must meet to the most current adopted building codes of the Town of Jackson at the time of permitting.		
P24-170		ENGINEERING DEPARTMENT COMMENTS	See attached file.		
P24-170		FIRE DEPARTMENT COMMENTS	Project shall meet requirements of the current International Fire Code (IFC) at the time of application for building permit including but not limited to the following. 1.) Construction Management Plan establishing a fire prevention program at the project site for all phases of construction submitted for review and approval before a building permit is issued. 2.) A fire permit is required for an automatic sprinkler system. A stamped set of plans shall be provided for review and approval prior to a permit being issued. 3.) A fire permit is required for a fire alarm system. A stamped set of plans shall be provided for review and approval prior to a permit being issued. 4.) Means of egress shall meet the requirements of the IFC, Chapter 10 as it applies to the multi-use proposal including number of exits, exit access, discharge, maximum exit access travel distance, signage, illumination and emergency electrical system in the event of a power supply failure. 5.) Portable fire extinguishers installed for the occupancy. 6.) Fire department access as required in the IFC, Chapter 5.		
P24-170		OTHER	Teton Conservation Review Comments		
		OTHER	WYDOT Review Comments		
			Regional Transportation Review Comments		
		OTHER	The applicant should follow the initial TIS and TDM guidelines from Teton County. The guidelines begin on page 7 at this link: https://tetoncountywyo.gov/DocumentCenter/View/29669/0603-Traffic-Impact-Studies-and-Travel-Demand-Management-Guidelines This project is above the Major Project threshold of 30 net new trips in the peak hour, and the developer should submit appropriate documentation and future monitoring to staff per the guidelines for a Major Project.		
			Thank you for the opportunity to comment. WYDOT offers the following comments for consideration: Access via Glenwood is desirable and supported by WYDOT. Recommend performing a new or updated traffic impact study. Any improvements within WYDOT right-of-way (N. Cache) must obtain the necessary permits from WYDOT (i.e. roadway lighting, landscaping, removal of approximately 4 curb cuts, sidewalk, etc.) Landscaping within WYDOT right-of-way maintained by local government or adjacent landowner: A landscape agreement (M-26) would be necessary and must follow WYDOT's (20-1) operating policy: Surface drainage within landscaping must be maintained. Must not block intersection or access sight distance, nor obstruct highway signs, or violate ADA.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		OTHER	Typically landscape features must meet local codes. Any part of a tree's canopy must be maintained to be at least 2 feet from the back of the curb or sidewalk. Canopy must be maintained to be not less than 19 feet above roadway surface. Do not allow trees with shallow or destructive root systems, suckering plants, etc.... Conifers and cottonwoods shall not be allowed within R/W in any circumstance. Shrubs and low lying plants, at maturity, a minimum of 2 feet behind curb or sidewalk. Low lying plants must be maintained at less than 2.5 tall near intersections and accesses. For any new utility construction within WYDOT right-of-way, the utility companies/owner shall obtain the necessary M-54 utility license via the new on-line permitting process, MainStar, located at https://usa.maintstar.co/Wyoming/Logon.aspx. Currently WYDOT requires any utility company needing access to the MainStar system to contact the local District Office for the license or permit, or to email dot.utilities@wyo.gov to set up your login credentials. An M-21 permit is necessary for new utility connections to existing permitted utilities within WYDOT R/W.WYDOT Utilities Section can be found at the following link: http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.html Coordinate any future development plans with WYDOT that may include N. Cache (construction management plans, traffic control plans) An M-76 temporary use permit may be necessary. If you have any questions or concerns, please let me know. Thank you. Darin Kaufman, P.E., PTOE WYDOT District 3 Traffic Engineer 3200 Elk Street Rock Springs, WY 82902 Office: 307.352.3034 Cell: 307.389.0235		
		OTHER	Access via Glenwood is desirable and supported by WYDOT Recommend performing a new or updated traffic impact study. Any improvements within WYDOT right-of-way (N. Cache) must obtain the necessary permits from WYDOT (i.e. roadway lighting, landscaping, removal of approximately 4 curb cuts, sidewalk, etc.) Landscaping within WYDOT right-of-way maintained by local government or adjacent landowner: A landscape agreement (M-26) would be necessary and must follow WYDOT's (20-1) operating policy: * Surface drainage within landscaping must be maintained. Must not block intersection or access sight distance, nor obstruct highway signs, or violate ADA. * Typically landscape features must meet local codes. * Any part of a tree's canopy must be maintained to be at least 2 feet from the back of the curb or sidewalk. Canopy must be maintained to be not less than 19 feet above roadway surface. * Do not allow trees with shallow or destructive root systems, suckering plants, etc.... Conifers and cottonwoods shall not be allowed within R/W in any circumstance. * Shrubs and low lying plants, at maturity, a minimum of 2 feet behind curb or sidewalk. Low lying		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			plants must be maintained at less than 2.5 tall near intersections and accesses. * For any new utility construction within WYDOT right-of-way, the utility companies/owner shall obtain the necessary M-54 utility license via the new on-line permitting process, MainStar, located at https://usa.mainstar.co/Wyoming/Logon.aspx . Currently WYDOT requires any utility company needing access to the MainStar system to contact the local District Office for the license or permit, or to email dot.utilities@wyo.gov to setup your login credentials *An M-21 permit is necessary for new utility connections to existing permitted utilities within WYDOT R/W.WYDOT Utilities Section can be found at the following link: http://www.dot.state.wy.us/home/engineering_technical_programs/utlilities_section.html * Coordinate any future development plans with WYDOT that may include N. Cache (construction management plants, traffic control plans). An M-76 temporary use permit may be necessary		
P24-170		PARKS AND RECREATION DEPARTMENT COMMENTS	Snow storage areas identified are located on the back side of planters (not functionally accessible), and on corner of an access point immediately off Cache (site line concerns). The Cache facing plaza immediately off the sidewalk, alley hardscapes and landscape/plaza/entrance on Glenwood has no snow storage identified. With a large portion of the development's access/hardscapes abutting sidewalks and streets this seems woefully inadequate.		
			Will review lanscape/planting plan when submitted to address any maintenance concerns and/or streetscape impacts.		
P24-170		PATHWAYS DEPARTMENT COMMENTS	Bike Parking Please indicate bike parking details on the development plan application plan sets, including rack types, locations, and dimensions of rack areas. Staff is also willing to discuss the bike parking numbers and possible additional flexibility based on the overall scale of the project. Additional details on sidewalk and frontage design will be useful for commenting.		
	11/15/2024	COMPLETENESS REVIEW		MTIPPETTS@JACKSONWY.GOV	
	11/15/2024	POLICE DEPARTMENT COMMENTS		MTIPPETTS@JACKSONWY.GOV	
	11/15/2024	PLANNING COMMISSION REVIEW AND RECOMMENDATION		MTIPPETTS@JACKSONWY.GOV	
	11/18/2024	PC FINAL DRAFT		KSLUDER@JACKSONWY.GOV	11/18/2024
	11/22/2024	TOWN COUNCIL MEETING		AERSKIN@JACKSONWY.GOV	
	11/22/2024	START DEPARTMENT COMMENTS		AERSKIN@JACKSONWY.GOV	

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
	11/26/2024	PC ROUGH DRAFT		TVALENTINE@JACKSONWY.GOV	
	11/26/2024	LEGAL DEPARTMENT COMMENTS		MTIPPETTS@JACKSONWY.GOV	12/02/2024
	12/04/2024	PC KEY ISSUES		LPOTZ@JACKSONWY.GOV	12/04/2024
	12/06/2024	DETERMINATION OF SUFFICIENCY		BSCHILLING@JACKSONWY.GOV	
	12/20/2024	COMPLETE REPORT		BTLENZ@JACKSONWY.GOV	12/23/2024
		PC PUBLIC NOTICE			
		FINAL LETTER			
		INITIAL REPORT			
		JOINT HOUSING DEPARTMENT COMMENTS			
		PLANNING DEPARTMENT COMMENTS			
		FINAL REPORT			
		TC PUBLIC NOTICE			
		DRC MEETING			

Sketch Plan Comments – Approved with Conditions

P24-170 **Sketch Plan _ v2**
ADDRESS: **350 N Cache Street**
OWNER: **Mogul Hospitality Partners – Jackson, LLC**
APPLICANT: **Owner**

12/20/2024

Scott Mohror, Brian Lenz, (307) 733-3079

DATE OF SUBMITTAL: 11/1/2024

DATE OF MATERIALS: 10/31/2024

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 items need to be addressed with the Development Plan application unless otherwise noted. Information provided should be commensurate with the level of application being made. For Development Plans the information should be detailed enough to show compliance with the LDRs and that the project is constructable.***

PROJECT SPECIFIC COMMENTS

1. LDR 5.5 / Code 12.24: Provide a plan that complies with the LDRs and code.
2. LDR 5.5.4.F: Prior to building permit issuance the applicant shall obtain their licenses from WYDOT for Landscaping and Utilities.
3. LDR 5.7.1: 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.
4. LDR 5.7.4: Provide treatment prior to any discharge to a stormwater system or infiltration. Refine stormwater design to show required storage or flow control. For any connections to the storm system determine whether capacity exists in the system for the revised plan.
5. LDR 6.2.2: Provide more detailed information, including labels, for the delivery and loading areas. Clarify if they are off-alley or utilize the alley. Provide turn maneuvers for off alley parking.
6. 6.4.2: Provide more detailed information, including labels, for location of trash and recycling areas.
7. LDR 7.2.2.A.1.b: Provide street lighting plan, or the plan for lighting with their removal.
8. LDR 7.2.2.A.1.b: Provide a conceptual striping and signage plan for the site. Include signage for fire lane / alley and on street parking.

9. LDR 7.2.2.A.1/7.2.2.A.5.a: The proposed improvements to the alley do not conform with adopted standards. The proposed design allows parking and landscaping in the alley which are not allowed uses of the alley. Prior to Sketch Plan Approval the conditions on which such improvements are allowed should be agreed to with the Town.

The intent is that the area remain open to the public but that the improvements do not burden the public while allowing the development to provide an enhanced, activated, multimodal passageway as proposed. PW staff suggests but does not limit negotiation to the following conditions:

Developer would be responsible for:

- a. all operations, maintenance, repair, and replacement of the improvements,
- b. rerouting the sewer in Mercil to Glenwood as proposed,
- c. installing a manhole at the north boundary of the development and assume ownership and responsibility for the line south of the manhole, including replacement if necessary (Town would maintain ownership and operation of the line to the north),
- d. replacing the sewer north to Perry if necessary,
- e. remove and relocate any town or franchisee utilities from the improved area,
- f. all snow plowing, snow removal (not to Town snow storage areas), sweeping, trash removal, and general upkeep for the entire length of the alley (,
- g. operation and maintenance of the Cache Creek Tube through the property
- h. installing Town approved regulation signage,
- i. maintain public access,
- j. in the event that developer is negligent in their duties, the Town would be allowed to make repairs to the standard they determine and be reimbursed by the developer.
- k. Any lease or fee for the use of the area.
- l. Affordable housing rights or units.
- m. With the development plan provide detailed plans for the alleyway.

Town would be responsible for:

1. Future ownership and maintenance of the north section of the alley and sewer.
2. Municipal code enforcement throughout the alley, e.g. parking, franchisees, encroachment permits, etc.

These conditions are a start and are to align with Sketch Plan approval so that the applicant can advance their plan to Development Plan with clear direction

- and understanding of the arrangements. Coordinate with Town staff prior to Town Council and if possible Planning Commission.
10. LDR 7.2.2.A.5.a /ToJ 12.08.030: Prior to Building Permit Issuance: For development within the alley that Developer shall enter an Agreement with the Town to memorialize the conditions agreed to in the Sketch Plan. Coordinate planning and design with Town Engineering. An application for an Encroachment Agreement by the Developer is required to initiate the agreement process.
 11. LDR 7.2.2.A.5.a: Prior to Building Permit issuance, Developer should enter an Agreement with the Town to reconstruct and enlarge the watermains in the area of the project. Scope and sizing to be based on hydraulic analysis. Coordinate design with Town Engineering. Identified lines: Cache, Perry and Mercill.
 12. LDR 7.2.2.A.5.a: Prior to Building Permit issuance, Developer may need to enter an Agreement with the Town to reconstruct the sewer main in the alley. Scope and sizing to be based on analysis. Coordinate design with Town Engineering.
 13. LDR 7.6.3.C.1: Provide confirmation from the Fire Department that adequate access is provided for the proposed development or modify the design to meet their requirements.
 14. LDR 7.6.3.E: Submit street frontages that meet the intent of the LDRs and Community Streets plan. Provide street sections of the adjacent streets showing existing and proposed conditions. Existing curbs may not be located to optimize the frontage. Coordinate with Town Planning / Engineering and Pathways prior to Development Plan submittal.
 15. LDR 7.6.3.M.3: Show sight triangles for all roads, drives, and alleys on future submittals. Design structures and landscaping to keep sight triangles clear.
 16. LDR 7.7.4.D: Provide details on how the Cache Creek Tube will be routed through the project. A rough analysis of the Sketch Plan and proposed Cache Creek Tube show that there are structural conflicts at the grade of the tube.
 17. LDR 7.7.3.C: Provide conceptual plans for grease mitigation from any food or drink facilities and for sand and oil separation pre-treatment for any stormwater discharge, especially from parking structures and areas.
 18. LDR 7.7.5: Verify all underground utilities are accounted for on the plan sheet. A 6" steel gas line and the Lumen's trunk line along N Cache Street may be missing.
 19. LDR 7.7.5: Show location of proposed meter panels and minimum clear zones within the private property. Clearly identify and label proposed transformers and respective clear zones.
 20. LDR 7.7.5.B: Provide an easement/agreement for O&M of the Cache Creek Tube through the project and providing for permanent unimpeded flow of Cache Creek and Town Stormwater runoff through the site. With an acceptable agreement the Town will vacate its existing easement. Coordinate with Town Engineering and Legal prior to Development Plan submittal.

21. LDR 7.7.2: Provide irrigation and hydrant demands for the development. Update water demands.
22. LDR 7.7.2.G: Provide confirmation from the fire department that adequate access to fire hydrants exists or modify the design to meet their requirements.
23. LDR 7.7.3: Update sewer volumes.
24. LDR 7.7.5: Locate the transformer and any other private utilities within the property out of the right-of-way.
25. LDR 8.3.1.C.3: Provide a plan for mail delivery that does not have a significant impact on public facilities and services, e.g. mail and parcel room, USPS Caller service, private mail delivery, etc.
26. LDR 8.3.1.C.3: Provide a Traffic Impact Study and provide any traffic mitigation measures proposed for the development.
27. CODE 120.08.030: Show all encroachments into the Town's right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.
28. CODE 12.08.045: Update CM Plan Summary and Detailed Literature to address utility obstructions and the use of the alley during construction. Provide for pedestrian access along the west side of Cache for all or most of the construction to minimize crossing Cache St. For other key points, refer to our Construction Management Checklist found on our website. Provide a plan that shows proposed impacts to the public way during construction.
29. CODE 13: Provide more detailed information on how the development will be owned, managed, and if any of the buildings will be subdivided.
30. CODE 15.38: Prior to Building Permit issuance: 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.
31. Resolution 09-25: With Development Plan application, provide turning maneuvers to demonstrate that the proposed underground parking is feasible. Provide a narrative or design on how large full-size trucks will be parked.
32. IBC Chapter 11 / ADA Accessibility: Provide a plan showing all accessible routes required for the development with sufficient detail to show that compliance is feasible.
33. ToJ Standards: Provide sufficient detail to show that street frontages uses existing road grades for control of sidewalk and buffer grades, treat any buffer and sidewalk all as one plane, and accommodate accessibility to the private development within the development and not in the public way. Note, if curbs are moved into the roadway this typically raises the grade of the curb and this elevation should guide the design.
34. Community Streets Plan: Provide plans and details for the right-of-way improvements, e.g. alley pavement, sidewalks, and pathways including

streetlights, street signage, pavement/curb markings, etc. Include right of way section analysis to determine where the center of existing road is relative to the property boundary and curb location relative to the community streets plan. Initial review shows that Glennwood and Perry are wider than proposed community street sections and the curbs could be moved out to facilitate buffers in the frontage. Mercil is more complicated and design should be coordinate with Town staff, including Pathways to determine if a protected bike lane is warranted.

35. WYDEQ/WYPDES/UIC: Provide information on groundwater depths, impacts to groundwater, groundwater quality, dewatering treatment and disposal (during construction and any permanent facilities), and address possible issues with surrounding property due to dewatering. Provide any updates as
36. WYDEQ/WYPDES/UIC: Provide information on groundwater depths, impacts to groundwater, groundwater quality, dewatering treatment and disposal (during construction and any permanent facilities), and address possible issues with surrounding property due to dewatering.



MEMORANDUM

To: Tyler Valentine
Town of Jackson Planning and Building

From: Kristi Malone
Jackson/Teton County Housing Department

Re: Second Housing Department Review of Sketch Plan Application for the North Cache Hotel + Multi-Use Development at 335 N. Cache St. (P24-170)

Date: April 10, 2025

The Housing Department previously provided comment (attached) on an earlier iteration of this Sketch Plan (P24-002). These comments are in response to the revised and more detailed information on the housing elements of the proposal provided by the applicant in March 2025. Proposed development generates housing mitigation requirements and uses the Workforce Housing Floor Area Bonus.

Additional Comments:

- *All proposed floor area must be accounted for in the housing mitigation calculator.* The Program Data on Sheet 4 of the proposed plan set lists a total proposed building area of over 244,000sf square feet but the Housing Mitigation Calculator sheet 1 only accounts for hotel rooms and restaurant/bar space. In Development Plan submittal, the applicant should account for all proposed square footage. "Circulation or Nonhabitable Space" may be selected for areas like hallways, stairs, and parking.
- All units must meet [Livability Standards](#) from Housing Dept. Rules & Regulations. I did not see floor plans for proposed restricted units included in the application materials but am happy to review plans against Livability Standards prior to Development Plan submittal if this is helpful to the applicant. The applicant should be especially mindful of:
 - parking and additional storage for outdoor/large items requirements as these may impact building design and space allocation outside the footprint of the restricted units.
 - Design and location of common areas and parking spaces as it corresponds to future platting of condo units. Consider legal separation of resident spaces from non-resident/hotel spaces so that responsibility for maintenance or other

associated costs of hotel amenities do not fall on the full-time residents of the site.

- CC&Rs must include standards for assessment of restricted units from the Housing Department Rules & Regulations Livability Standards section G and be reviewed and approved by Housing Dept prior to recordation.
- All Affordable and Workforce units must be permanently deed restricted. The template restriction currently approved and in effect can be reviewed [here](#). By the time this development nears completion, the template restriction may be updated again. The Housing Department will provide the landowner with the template restriction approved and in effect prior to required time of recordation.
- Floor area approved for the Workforce Housing Floor Area Bonus shall only be used for one of the following uses: Attached Dwelling (6.1.4.C.), Apartment (6.1.4.D.), or Group Home (6.1.4.G.). Shared circulation space like hallways, stairs and elevators used to access the residential units may also be included and subject to zone-based FAR exemption. In Development Plan submittal, the applicant shall confirm that all square footage exempted from FAR for the Workforce Housing Floor Area Bonus is separate from hotel use and shared between both unrestricted and restricted residential units comprising the bonus square footage. The unrestricted units should be required to record a prohibition of short-term rental/lodging use so that future owners are aware that these homes are separate from the hotel use and only for long-term residency.
- A Workforce-restricted bonus unit should be no larger than 2,000sf considering price points accessible to local workers. As a comparable, The Glenwood Phase 1 sold a 2,500sf Workforce restricted ownership condo in 2024 for \$1.225 million. We recommend that the Development Plan proposal split the proposed 3,445sf unit into two units.
- The bonus units should be a mix of Workforce Ownership and Workforce Rental to accommodate a variety of households.

One of the biggest changes to this proposal from a housing standpoint results from a change made to the 2:1 Tool by the Town Council as part of the 2024 "big building" moratorium requiring "All restricted and unrestricted floor area shall be located on the same, primary site."

As a case study, what happened when this proposal changed to accommodate both market and restricted bonus units on site? Twenty-two proposed Workforce-restricted units were eliminated, the remaining restricted units will be much larger and much more expensive to access, and, although mass will be broken up into five buildings instead of one, the total above grade building square footage on site appears to be only about 10% less than the initial proposal.

	Initial Proposal	Current Proposal
Total 2:1 bonus sf	110,745 sf (including associated circulation space)	97,383 sf (including associated circulation space)
Market bonus units:	On-site	On-site

	#	36	17
	sf	75,088 sf	53,745 sf
	unit sizes	1,234 sf to 4,357 sf	1,957 sf to 4,094
Restricted bonus units:		Off-site	On-site
	#	38	16
	sf	37,504 sf	27,840 sf
	unit sizes	391 sf to 1,135 sf	979 sf to 3,445 sf
Building size on site		Approx. 200k gross sf above grade	Building A = approx. 76k gross sf above grade
Total sf on site		Approx. 200k gross sf above grade	Approx. 179k gross sf above grade

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 mitigation 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 applicant's submittal of Building Permit,

- ☐ the [Livability Standards Questionnaire](#) shall be completed for each floor plan and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram.
- ☐ a letter from the Housing Department will be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or whether there are required changes.
- ☐ the Livability Standards Letter from the Housing Department that confirms approval is required to be included in any Building Permit application.

Prior to issuance of Certificate of Occupancy,

- ☐ the Housing Department shall inspect the site to ensure restricted units were built to approved Livability Standards.

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 dwelling units shall be subject to a deed restriction for housing, in perpetuity, in a form established and approved by the Housing Department.

Prior to issuance of Certificate of Occupancy,

- ☐ a special restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the 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.

Attachment: March 18, 2024 Housing Department comments



MEMORANDUM

To: Tyler Valentine
Town of Jackson Planning and Building

From: Kristi Malone
Jackson/Teton County Housing Department

Re: Housing Department Review of Sketch Plan (P24-002) Application for the North Cache Hotel + Multi-Use Development at 335 N. Cache St.

Date: March 18, 2024

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 applicant’s 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 applicant’s 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 Town’s 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 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 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.

From: noreply@civicplus.com
Sent: Friday, February 14, 2025 1:51 PM
To: Town Council
Subject: Online Form Submittal: KO Strohbehn Email the Town Council

Email the Town Council

Email Content: It is apparent that Mogul Capital is NOT listening to the residents of Jackson!
The online rendition is completely out of character for our town.

Mogul Capital: Déjà vu
In 2024, Mogul Capital, a Utah-based developer, proposed a 300,000+ square-foot luxury hotel and residence. Our community resoundingly rejected the proposal, and a moratorium on large commercial developments was enacted. While the Town Council was updating Land Development Regulations (LDRs) to address what had previously seemed like an unfathomably large building, Mogul circumnavigated the process and submitted a new proposal, a series of smaller buildings.

On February 19, the Town Planning Commission will review the new Mogul Capital proposal. Because it was submitted before the updated LDRs were enacted, the developer is avoiding responsibility for a Conditional Use Permit that is now required to address community impacts.

The Jackson Hole Conservation Alliance believes that Mogul Capital should be responsible for mitigating community impacts. We will ask the Town Planning Commission to send this plan back to the drawing board. Developing eleven lots in town without any mitigation requirements, a traffic study, or an environmental report is irresponsible.

Join the Alliance on Feb 19, online or in person. We will let the Town Planning Commission know that the Mogul Capital proposal should include a comprehensive analysis of the impact on traffic and water quality and a mitigation plan. If Mogul Capital isn't responsible for their impacts, it will fall to the taxpayer.

Town Planning Commission
5:30 pm, Wednesday, Feb 19

Your Name: KO Strohbehn

Your Company Name: retired

Your Phone Number: 9132696408

Your Email Address: kostrohbehn@gmail.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, February 19, 2025 9:21 AM
To: Arne Jorgensen; Jonathan Schechter; dvieman@jacksonwy.gov; Kevin Regan; Alyson Sperry
Cc: Town of Jackson Planning Department
Subject: Mogul Capital project

Council Members:

Why is it so hard for Mogul Capital to design a structure that compliments the character of Jackson? Have they ever been to Jackson?

Here are two buildings sitting across from the proposed site on Cache:

These structures are quite large, yet they fit in with the character of Jackson Hole.





Compare these buildings with the proposed design by Mogul Capital...



How does this design even remotely portray the nature of a town whose proud moniker is:

"Howdy Stranger- Yonder is Jackson Hole, the Last of the Old West?"

I am opposed to this design and urge you to vote AGAINST the proposal and send Mogul Capital back to the drawing board.

Respectfully,

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"



Jhalliance.org | (307) 733-9417 | 685 Cache Street | PO box 2728 Jackson, Wyoming 83001

February 12, 2025

Dear Planning Commissioners,

Subject: Mogul Capital Sketch Plan Application (P24-170)

It is encouraging to hear "...Mogul Capital's willingness to continue working with the Town and Community on the Project" and that they "...seek to make this project a gateway project that will benefit both residents and tourists alike..." Let's hold Mogul Capital to this commitment and require the necessary analysis and mitigation of impacts. As proposed, the project will result in unmitigated community impacts to water quality and traffic.

Mogul Capital is a savvy developer, they circumvented the moratorium amendments and it was no accident. They redesigned buildings just under the moratorium threshold for building size knowing that new regulations would require them to address all community impacts. **We urge the Planning Commission to hold Mogul Capital to their stated commitment of benefiting the community and postpone the review of this application until water quality and traffic impacts have been addressed.** Without detailed analysis and plans for mitigation, how can the application claim, "The Project will not have a negative impact on public facilities and services including transportation, potable water and wastewater facilities, parks, schools, police, fire, or EMS."

This huge development will exacerbate our already congested streets. Taxpayers should not be responsible for mitigating the impact of the increased traffic resulting from Mogul Capital's development. **We urge the Planning Commission to postpone this application until the applicant has prepared a traffic study and transportation demand management plan in compliance with the Teton County Transportation Impact Study Guidelines (May 2024).**

Mogul Capital's proposal includes plans to excavate the better part of 11 town lots for the purpose of constructing an underground parking garage. Groundwater management will be an issue and potential groundwater contamination is a real concern given the known benzene soil contamination on the site. The applicant states they will submit the necessary information to the Wyoming Department of Environmental Quality (DEQ) and will comply with their

requirements for soil and petroleum-contaminated water. This should be part of the Sketch Plan application. **We urge the Planning Commission to postpone this application until a qualified environmental remediation consultant has analyzed impacts and remediation alternatives and provides a report as part of this application.**

Construction dewatering is planned in conjunction with basement excavation. More information is necessary to understand the impacts of the dewatering. The applicant should be required to include a detailed plan for the proposed construction dewatering, the potential impacts and how they proposed to mitigate those impacts. **Postpone review of this application until the applicant has prepared an environmental report addressing ground and surface water quality to the standards outlined in our Town and County Water Quality Management Plan (June 2024).**

As is, this application has innumerable benefits to the developer and significant negative impacts on our community infrastructure and water quality. We must put our community first.

Thank you for the opportunity to participate in the public process.

Sincerely,

A handwritten signature in black ink that reads "Amy Kuszak". The signature is written in a cursive, flowing style.

Amy Kuszak
Community Planning Director

Wednesday March 19, 2025



Re: Mogul Hospitality Partners Sketch Plan

Members of the Town Planning Commission, and Mr. Valentine,

Protect Our Water Jackson Hole (POWJH) is a nonprofit organization dedicated to serving as a powerful advocate and catalyst to protect and restore Teton County's water resources. Accordingly, we are pleased to offer comments on the aforementioned project, which presents a risk to the Flat Creek watershed. In particular, we are concerned about the impacts of stormwater runoff from the site on already impaired surface waters, dewatering practices with the potential to adversely affect ecosystems and mobilize contaminated soils, an increase in demand on Town's drinking and wastewater systems, and potential ramifications for the Cache Creek Tube.

Flat Creek, a Class 2AB waterbody in Wyoming, is already suffering from detrimental human impacts. Designated uses for Flat Creek's water include drinking water, game and non-game fish, fish consumption, aquatic life other than fish, recreation, agriculture, wildlife, industry, and scenic value. Flat Creek is also listed on Wyoming's 2022/2024 Integrated 305(b) and 303(d) Report. The sections between Cache Creek and High School Rd. and High School Rd. to the confluence with the Snake River have not supported designated uses for Aquatic Life Other Than Fish and Cold Water Game Fish due to Physical Substrate Habitat Alterations since 2008. The section between High School Rd. and the confluence with the Snake River also has not supported Recreation due to excess *E. coli* bacteria since 2020. In 2023, POWJH spearheaded water quality monitoring for bacteria on the creek to inform safe recreation and ongoing restoration efforts. Since 2020, we have been involved with the creation and implementation of the Teton County Water Quality Management Plan (WQMP), which serves as a guiding document for the restoration and protection of all water resources in Teton County.

This development has captured the public's attention and deserves a robust review process to ensure the best outcome. We still have an opportunity to make sure that water quality is not compromised as a result of this project. As such, we would like to reiterate some important points and provide a few more for your consideration:

- The project area contains porous soil and a high water table. It falls within the WQMP's Surface Water Protection Zone 1 and Aquifer Protection Zone 1. We want to see an excellent stormwater management plan for these properties. The best management practices list in Teton Conservation District's letter should be implemented and enforced. Does this project align with the framework under development in Town's ongoing Stormwater Plan?
- Recommendation #11 in the staff report references a geotechnical report which "analyzes impacts and remediation alternatives for both the contaminated soil and groundwater both during and after construction." This should include a baseline assessment of soil and groundwater conditions (including better defining the southern

edge of the plume) prior to construction in this report so that development impacts can be adequately assessed.

- How can the applicant ensure that long-term dewatering does not have detrimental impacts to adjacent ecosystems, private property, and related resources? We recommend establishing a monitoring program for groundwater which has been pumped to the surface and filtered before it gets released back into surface waters.
- Water use on the properties should be minimized (through low-flow appliances, drought-tolerant landscaping, etc.).
- How exactly will the Cache Creek Tube's capacity to receive water from this property be determined? This project presents an opportunity to daylight a new section of Cache Creek which should be explored.

POWJH is grateful for the opportunity to provide comments on this project. Mogul's development is but the latest in a long line of projects which manipulate the water cycle and land surface for the sake of community growth. We must be cognizant of the cumulative impacts these changes have on our natural resources. If we are to become a more resilient and functional community, it's how we grow that counts. As such, we greatly appreciate your time and consideration of this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'MB', with a stylized flourish at the end.

Matthew Bambach
Water Resources Program Manager
Protect Our Water Jackson Hole



**Teton
Conservation
District
Est. 1946**

Tyler Valentine Senior Planner
Mary Tippetts Planning Coordinator
Town of Jackson Planning and Building Department

December 23, 2024

RE: Mogul Hospitality Partners Sketch Plan for North Cache Avenue Properties: Second Submission

Dear Tyler,

Teton Conservation District (TCD) has reviewed the second Sketch Plan proposal from Mogul Hospitality Partners – Jackson LLC to develop eleven properties with five new buildings on North Cache Street. TCD has reviewed the new Sketch Plan (P24-170), the original Sketch Plan (P24-002), the Geotechnical Report completed by The Johnson Company, and the Remedial Action Plan for the site completed by AECOM for Wyoming Department of Environmental Quality. TCD's comments below reflect opportunities to reduce the potential natural resource impacts of the proposed actions.

TCD reviewed the initial Sketch Plan (P24-002) and finds that the new proposal (P24-170) has similar potential impacts. Please reference TCD's comments, dated June 3, 2024, pertaining to this initial review for more detail. TCD has concerns about the proposed development's ability to adversely affect water quality from stormwater runoff, to alter groundwater conditions to the detriment of development and natural systems, and to disperse contaminants found on the site.

Stormwater

The scale and duration of disturbance at this site will result in soil runoff to Flat Creek. Forethought and dedication to rigorous best practices will be commensurate to the reduction of material that leaves the property.

Suggested best practices include:

- A) Daily street cleaning adjacent to the development area;
- B) Full site containment with permeable sediment barriers like combined straw wattles and silt fencing;
- C) Site inspections and weekly maintenance of sediment mitigation activities;
- D) Ceasing excavation, construction, and transportation activities in and out of the site during precipitation or other evidence of soil transport; and
- E) Monitoring stormwater discharges to confirm that they have no measurable hydrocarbons, turbidity increases remain below 10 NTU before they enter Town of Jackson stormwater infrastructure, and cessation of activities if exceedances occur.

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.	307/733-2110 P
P.O. Box 1070	307/733-8179 F
Jackson, Wyoming 83001	carlin@tetonconservation.org



**Teton
Conservation
District
Est. 1946**

Groundwater Injection

The new Trans Memo shows a reduced depth of the parking structure but does not complete an analysis of the change in volume of the parking structure, or the change in subsurface intrusion into groundwater and the resulting change in anticipated groundwater pumping. It does appear to commit to dewatering through reinjection of the site's water. The required engineering to confirm that this practice will not result in issues for adjacent property owners should include a maximum allowable discharge rate, given that this site has the potential to generate a significant amount of groundwater. Groundwater injections should cease immediately if there are any suspected effects to neighboring properties.

Contamination

While Wyoming Department of Environmental Quality will be responsible for much of the remediation criteria, TCD would appreciate the opportunity to review the plan for both soil and water remediation and disposal. Having a record of the site's conditions before, during and after construction will help local natural resource professionals better understand this issue moving forward.

Conclusion

Development at this scale has the potential to have a large environmental impact because of the size and duration of construction activities and is increased by this site's known contamination. Heightened vigilance is required to ensure that these proposed activities don't cause issues during development and into the future. If TCD can assist with project plan review, either directly or through contracted services, we encourage the dialogue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlin Girard'.

Carlin Girard

Executive Director, Teton Conservation District

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.
P.O. Box 1070
Jackson, Wyoming 83001

307/733-2110 P
307/733-8179 F
carlin@tetonconservation.org

My name is Michael Pruett, and I've lived in Jackson for 33 years. I'm here to speak in **support** of this project as a longtime community member who's watched this property sit vacant for far too long.

This site has long needed a reset. This site has gone through many versions over the years — a rundown motel, a snowmobile rental shop, a thrift store. The infrastructure is outdated, the alley has seen repeated water line failures, and the space hasn't served the town well in quite some time. This project offers a path forward that is thoughtful, scaled, and ***consistent with our current LDR's as a by-right project.***

I served on the Planning Commission for seven years, most of that time as Chair. Our charge was clear: evaluate projects based on whether they meet the LDRs — not our personal preferences. This proposal does exactly that. It's a **by-right** project, and it actually comes in ***well under*** the maximum allowed density. The zone permits buildings up to 50,000sqft. Each building in this proposal is under 35,000sqft. **That's restraint. That's thoughtfulness.**

When you drive into town, nearly every property along North Cache has been redeveloped or improved — the Rustic Inn, the Visitor Center, the Rockwell, Hidden Hollow, the Forest Service building. This parcel is the final missing piece.

The project has been approved by the Design Review Committee, the Planning Commission, and recommended by staff. It has a clean design and a good balance of residential and commercial use.

I **fully support** this project and urge the Council to approve it.

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Scoping Workshop to discuss Long Range Planning Amendments to the Town Land Development Regulations (PM25-001)	Public Comment:	Yes

NOTE: This item was continued from the Council's April 21, 2025, meeting. All information in this staff report is the same as before (except a revised motion) and no new information has been provided.

Purpose & Policy Considerations.

The purpose is for the Town Council to review a scoping-level list of projects that involve targeted amendments to the Town of Jackson Land Development Regulations (LDRs). This agenda item was requested by the Town Council at its annual retreat on February 12 and 13th, 2025, but is also similar to a scoping report request the previous Council made in the Fall of 2024.

Requested Action.

Staff requests that the Council provide direction on how to prioritize desired LDR amendments that can be included in the Joint Long-Range Planning Workplan for FY26, FY27, and beyond if directed.

Recommendation.

The Planning Director recommends prioritizing the 2:1 Bonus Review for the next fiscal year due to the ongoing workloads, other projects, and limited staff resources.

Background.

On February 12 and 13, 2025, the Town Council held its annual retreat with all Town departments. The purpose of the retreat was to hear updates from department directors and prioritize major work efforts for the next two fiscal years. During the retreat there were comments from Council members regarding the long list of LDR updates that need further prioritizing. Because of the specific nature of this request and the additional time needed to discuss the topics with Council, it was suggested that a separate workshop be scheduled to discuss the content and scope of the LDR amendments, and then decide which, if any, of the projects the Council would direct staff to pursue in the next two fiscal years. This workshop is intended to allow for this discussion. Please note that the Council also provided support at the retreat to begin a major update to the Comprehensive Plan in 2026. It is staff's understanding that the LDR amendments identified at this workshop would be done separate from and before (or possibly concurrent with) the Comprehensive Plan update – the idea being that these LDR updates are important enough and targeted enough that they should be done sooner than later.

Key Policy Questions

- 1) Which project(s) does Council want to add to the FY26 Work Plan?
- 2) Which project(s) does Council want to identify for the FY27 Work Plan?
- 3) Which project(s) does Council want to postpone for future discussion after the FY27 Work Plan?

Analysis.

Each year the Joint Long-range Planning Department presents an annual work plan to the Board of County Commissioners and the Town Council during a joint meeting for prioritization of work efforts prior to approval of department budgets. This year the work plan will be discussed during the May 5, 2025, joint meeting. Staff will likely be recommending a new joint item related to scoping for an update to the Joint Comprehensive Plan. This is important because when the Town Council is looking to prioritize long-range planning Workplan items, the Town Council will need to consider the Comp Plan task as well as other tasks on the Work plan and prioritize accordingly.

For Council's consideration, this staff report provides a list (see table below) of potential LDR amendments that have:

- Begun but have not been completed due to staff resources.
- Been mentioned in previous Town Council meetings but have not yet begun.
- Been recommended by staff and have been on a staff list for some time.

Each potential LDR amendment is listed with a staff recommendation including suggested resources needed to complete that item. These are broad estimates because the scope of each item has not been determined. The items are listed in general order of prioritization as recommended by staff. Recommendations also include information gathered from the Town Planning Commission (PC) during the Joint Planning Commission meeting on March 19, 2025.

Estimating Staff hours: Before presenting the LDR project table, it is important for Council to understand staff's capacity to manage one or more of the listed projects. It is difficult to accurately estimate the number of staff hours available to work on these projects because staff have not yet presented our proposed FY26 Workplan to the joint elected officials. It will be through that discussion in May that the joint boards will decide which projects the Joint Long-range Planning Department, staffed by Principal Planner Ryan Hostetter, will work on for the next fiscal year. Ms. Hostetter will be supported by Town and County current planning staff and/or long-range planning staff (the County employs Erin Monroe as a long-range planner for projects in the County only), as necessary to provide additional capacity. An example of the difficulty in estimating staff hours is the current unknown of whether the joint elected boards will choose to prioritize a major Comprehensive Plan Update in FY26 (latter half likely) or possibly FY27 (or not all). The Town Council at this year's annual retreat indicated that it supports starting a Comprehensive Plan update starting in early 2026. This project, regardless of the scope, would consume many staff hours and would be the largest and highest priority project on our plate.

Recognizing the significant impact on staff time of a future Comprehensive Plan update, joint-long-range planning staff have allocated about 300 hrs of time to this project for FY26 as a placeholder until further details are known. Once that time is deducted, along with other time dedicated to the Indicator Report and other annual responsibilities, Ms. Hostetter would have about 200-300 hrs remaining for projects on the Town LDR list. However, this estimate is not complete because Ms. Hostetter's time is supposed to be split 50//50 between the Town and County as a jointly funded position – so that would leave approximately 100-150 hrs of her time for the Town. But even this is not the full picture; given that Ms. Hostetter has spent a large majority of her time in recent years working on County-focused projects (e.g., Northern South Park, County Natural Resource Overlay (NRO)), it is my assumption as Town Planning Director that Ms. Hostetter would spend the majority of her available hours (non-Comp Plan) working on Town projects for FY26 and probably for FY27 as

well, but this is not my decision to make and this will have to be decided through higher-level discussions between Town and County management and elected officials.

In summary, based on the above analysis, staff find that we have capacity to do **one** of the below projects in FY26, but again this assumes that we need to reserve significant time for starting a Comprehensive Plan update in the second half of FY26 (and then continuing for multiple years). This is the same capacity that staff communicated to Council at its February retreat when staff recommended doing the 2:1 Workforce Bonus Update as the one project. One way to increase staff capacity would be to either hire a long-range planner that works for the Town (similar to the Erin Monroe position in the County) or possibly to re-hire/re-create the Joint Long-Range Associate Planner position who could provide assistance to Ms. Hostetter. This additional staffing capacity would be particularly helpful to staff a future Comprehensive Plan update.

List of Potential LDR Projects for FY26 and FY27		
Project	Summary	Resource Estimate
1) 2:1 Workforce Bonus Update	Overview: The 2:1 Bonus encourages the private sector to build workforce housing without public dollars. It does this by giving 2 sf of bonus market housing in return for 1 sf of workforce (deed-restricted) housing above the base FAR. It is allowed only in higher density residential and commercial zones. Need: Based on review of recent projects, some Council members have expressed concern that the workforce units gained through the bonus are not fully serving their intended outcome (e.g., too expensive, too large, not enough, etc.) and that the deal is too skewed in favor of developers. With about 550 residential units left in the 2:1 “pool” before the tool is discontinued, there is some urgency in making an update sooner than later if corrections are desired. Scope: Conduct full review of 2:1 program to date, with possible recommendations to increase workforce ratio, increase deed restriction (go from workforce to affordable restriction), impose maximum size limit on workforce units, etc. Consultant services might be needed. • Recommendation: ○ Planning Director: Yes (FY26) ○ Planning Commission: Yes (FY26)	Approx. 150 - 250 staff hours. 6 -12 months At least 2 meetings with PC and an additional 2-3 meetings with Council (not including 3 ordinance readings). Est. Cost: \$15k for consultant
2) Natural Resource Overlay (NRO) Update	Overview: To update the Town’s Natural Resource Overlay (NRO) standards for wildlife habitat protection and possibly the waterbody setback standards for creeks and wetlands. Our NRO has not been comprehensively updated since 1994. Need: Because the County just adopted its update to the NRO (with a new 3-tiered habitat map) and waterbody setbacks (effective May 1, 2025), the timing is ideal for the Town to use the County’s work and new science to do the same. Presumably, the Town would need to modify certain County standards and procedures to better fit the more urban context of the Town.	Approx 250 hours. 6 -12 months At least 2 PC meetings and 2 Council meetings (not including 3 ordinance readings).

List of Potential LDR Projects for FY26 and FY27

Project	Summary	Resource Estimate
	Scope: To conduct a comprehensive review of our current NRO and waterbody setback standards, based heavily on the County's recent LDR update, and customize new NRO standards as necessary. • Recommendation: ○ Planning Director: Yes (FY27) ○ Planning Commission: No	Est. Cost: \$10k for consultant
3) Business Park (BP) Zone update Option: Add update of Public/Semi-Public (P/SP), Park (P), Rural (R), and Mobile Home (MH) zones	Overview: After adoption of the 2012 Comprehensive Plan, the Town committed itself to update all of its zone districts to be consistent with the new Plan's policy direction. While we have updated most of our zones, the BP (and other "legacy" zones P/SP; P; R; and MH,) was not one of them, thus the BP zone has not changed substantially since 1994. Need: Traditional BP uses, such as contractor offices/yards, car mechanics, building material suppliers, and storage facilities are under increasing pressure from non-light industrial uses, such as offices, breweries, and wildlife tour companies, for very limited tenant space. And, with the upcoming major upgrades to and investment in the Gregory Lane corridor, the timing is right to update the zone to match the new physical improvements on the ground. Scope: To conduct a comprehensive review of the BP zone's challenges and needs, including considering the more regional role of the County BP zone, to make amendments that reflect current and future needs of the BP zone. • Recommendation: ○ Planning Director: Yes (FY27) ○ Planning Commission: Yes (FY26)	Approx. 150 - 300 hours. 9 -12 months At least 1 PC meetings and 2 TC meetings (not including 3 ordinance readings). Est. Cost: \$0k for consultant
4) Update Design Guidelines	Overview: This project would amend the original Design Guidelines (adopted in 2004) to provide better clarity, predictability, and "teeth" for review of all types of commercial and large residential buildings. Need: The Design Guidelines have not been comprehensively updated since 2004, although targeted amendments were made in 2024 to address big buildings and additional guidelines for historic and "western" character were added in 2021. The current guidelines were intended for commercial, not residential, development, making review of multi-family projects difficult in some cases. An update would offer an opportunity to update guidelines to meet the community's current development challenges and aesthetic goals. Scope: To conduct comprehensive review of 2004 Design Guidelines, likely using consultant assistance, to make desired changes to better reflect current community goals. • Recommendation:	Approx. 300 hours. 12 - 18 months At least 3 meetings with DRC, 2 with PC, and 2 with Town Council (not including 3 ordinance readings). Est. Cost: \$50k - \$100k for consultant

List of Potential LDR Projects for FY26 and FY27

Project	Summary	Resource Estimate
	○ Planning Director: Yes but wait until after Comp Plan update where community can discuss visual preferences for new development. ○ Planning Commission: Yes, but only after 2:1 and BP update.	
5) Reconsider Form-based standards	Overview: In 2016-2018, the Town adopted a number of “form-based” standards that provided specific and predictable standards focused on the design of buildings, how buildings face the street, and improving sidewalks and the public streetscape. This item was raised by the previous Council during the “big building” moratorium without much detail. Staff believe the intent is to review our current form-based standards and consider whether they are having unintended consequences, such as possibly creating larger-than-expected buildings, more “urban” character than desired, or increasing the cost of development and hurting local businesses and owners. Reason: Our form-based standards create standards to require large pedestrian frontages (sidewalks); minimum street wall requirements, built-to setbacks, redevelopment requirements, parking location, third-story stepbacks, and other architecture-based standards. These standards create more uniform standards for new development and establish a higher level of minimum standards, so it could be argued that this imposes some higher costs on developers than previous requirements. They can also make much existing development nonconforming, making redevelopment more difficult/expensive, especially when landowners want to reuse existing structures rather than scraping them. Scope: To conduct a comprehensive review of the form-based standards in the LDRs with an eye for which ones may increase developer or landowner costs and weigh those costs against the intended benefits of the standards. The scope of this project will need to be clarified by the Council. • Recommendation: ○ Planning Director: Yes, but after FY27 Work Plan ○ Planning Commission: N/A	Approx. 150 - 250 hours. 9 – 12 months At least 2 PC meetings and 2 TC meetings (not including 3 ordinance readings). Est. Cost: \$0k - \$50k for consultants
6) Add Sustainability LDRs	Overview: Our Comprehensive Plan includes various policies and goals to promote sustainability and reduce greenhouse gas emissions (GHG). Goals include encouraging the use of solar and other renewable energy sources, promoting multi-modal transportation, reducing water usage in landscaping, encouraging use of energy-efficient and green building methods, and protecting water quality. Reason: The current LDRs arguably lack specific standards to encourage or require some of the above sustainability goals. It’s also true that not all of these goals have a direct LDR link, meaning that other Town departments and entities outside of Town government will need to act to make progress on these goals. For example, we should recognize current and planned Town efforts to promote sustainability by the Town Ecosystem Stewardship Administrator (Sustainability Plan, ecosystem indicators, etc.), Transportation Manager (traffic impact studies,	Approx. 200-300 hours. 9 -15 months At least 2 PC meetings and 2—3 TC meetings (not including 3 ordinance readings).

List of Potential LDR Projects for FY26 and FY27

Project	Summary	Resource Estimate
	multi-modal strategies, etc.), and Public Works Director (stormwater management plan), who are already working on projects that intersect with sustainability. As sustainability is a very broad topic, planning staff will need clarity from the Council on the intent and scope of any LDR projects. Scope: To conduct a comprehensive review of the LDRs to look for opportunities to reduce barriers, add incentives, and possibly create new requirements to promote sustainable development practices. This project could be scaled as a smaller or larger project depending on Council direction. • Recommendation: ○ Planning Director: Yes but wait until after Comp Plan update. Or possibly do a smaller targeted update in FY27 or beyond ○ Planning Commission: No	Est. Cost: \$0k - \$30k for consultant
7) Update Hillside Regulations and Hazard Map Overlay	Overview: This project began in 2017 as a Work Plan item. An internal 75% draft of new hillside LDRs and a hazard map were completed. This project was put on hold due to other priorities. The general intent is to fix confusing and conflicting standards and procedures related to development on steep slopes and on other potentially hazardous areas. Reason: The Town's current steep slope LDRs are outdated, inconsistent, and hard to interpret. Thus, staff find that there is still a significant need to simplify and clarify our rules for developing on steep slopes. Scope: To conduct a comprehensive review of our current Hillside CUP process, steep slope rules, and grading standards. • Recommendation: ○ Planning Director: Yes (FY27 or beyond but need commitment from Public Works to complete project) ○ Planning Commission: No	Approx. 200 - 300 hours. 9 -12 months At least 2 PC meetings and 2-3 TC meetings (not including 3 ordinance readings). Est. Cost: \$10k - \$30k for consultant
8) Address Secondary impacts of development	Overview: This item was raised by the previous Council without much detail but staff believe the intent is to study possible strategies for making development better mitigate or pay for negative impacts on the community, such as traffic, water quality, historic resources, etc., with impact fees, off-site improvements, and similar requirements. The Reason: As the Town continues to grow and densify at a fast pace, some people feel that new development should pay more to off-set its negative impacts on the community. Failure to do this may leave the community with expensive capital needs, such as upgrading roads, sidewalks, and intersections, to address traffic congestion or with the loss or degradation of other community assets, such as water quality or wildlife habitat. Adopting impact fees, or similar tools, could be used to shift the cost for mitigating these impacts from the general	Approx. 400 hours. 12 – 36 months At least 2 PC meetings and 2-3 TC meetings (not including 3 ordinance readings).

List of Potential LDR Projects for FY26 and FY27		
Project	Summary	Resource Estimate
	community to developers. The current State legislature’s general opposition to existing (and presumably new) impacts fees should be considered as well. Scope: To conduct a comprehensive review of opportunities where impact fees and similar tools could be adopted to off-set public costs from new development. Any such adoption process would need to rely on consultants to conduct a detailed legal nexus study (similar to our housing legal nexus study) to determine a “fair share” formula that could be applied to individual developments. • Recommendation: ○ Planning Director: Wait until after Comp Plan update. ○ Planning Commission: N/A	Est. Cost: \$50k – \$300k for consultants
9) Other?		

Fiscal Impact.

No fiscal impact is identified at this time. Fiscal impacts will be determined based on prioritization of work items and whether or not consultant services are recommended.

Staff Impact.

The amount of staff time to draft and present this staff report is approximately 15 hours. Staff time required to manage one or more of the above projects is provided in the Table.

Attachments or Links.

N/A

Suggested Motion.

Item A: I move to direct staff to place the 2:1 Workforce Housing Bonus update, the Natural Resource Overlay (NRO) update, and Biennial LDR update on the FY26 preliminary Work Plan list.

Item B: I move to direct staff to place the Business Park (BP) Zone update [option: to include all other “legacy” zones] and the Reconsideration of Form-based Standards on the FY27 preliminary Work Plan list.

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Regular Meeting
Submitting Department:	Administration & Finance	Presenter:	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2025 Budget - Amendment #3	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting amendments to the Town of Jackson's fiscal year 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 annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address strategic priorities and give staff resources to provide core services.

Analysis & Key Policy Questions.

The attached resolution proposes modifications to the Town's current FY2025 budget. The resolution represents the 2025 amended budget divided into budget divisions. There are increased expenditures of \$637,853, of this \$249,375 are items not previously presented to Council shown in blue below. There are increased revenues of \$439,600 assigned to specific funds. Detailed budget amendments include:

- \$179,000 for Parking Access Revenue Control System (PARCS) at Millward/Simpson parking garage approved at the Regular Town Council Meeting – February 18, 2025.
 - This will be funded with Parking Exaction funds and parking management fees.
- \$140,000 to balance the Fleet Fund. This one-time transfer is equivalent to the negative fund balance at 6/30/2024.
 - This will be funded with General Fund Discretionary fund balance.
- \$75,000 for National Endowment for the Arts grant for art improvements at Stilson Transit Center.
 - This will be reimbursed with a federal grant and matching funds with 2022 SPET funds.
- \$65,000 to purchase bus floor jacks at the Core Maintenance facility.
 - This will be funded with savings from the Core Maintenance project.
- \$44,000 for Cemetery staff and professional service increase approved at Regular Town Council Meeting – March 17, 2025.
 - This will be funded with General Fund Discretionary fund balance.
- \$25,000 increase to START Transit Development Plan. This combines related professional services from the Joint Transportation division.
 - Town funding includes \$12,500 from the General Fund, offset with a reduction to County Transportation Projects.
 - County will contribute \$12,500.
 - This will be funded with General Fund Discretionary fund balance.

- \$13,328 for FY24 WAM dues paid in FY25.
 - This was budgeted but unspent in FY24. This will be funded with General Fund Discretionary fund balance.
- \$10,000 for Police Patrol travel and training.
 - This will be offset with a donation from the WY Association of Sheriffs and Chiefs of Police donation.
- \$6,175 for design professional services at the Scott Lane and Maple Way corridor.
 - This will be funded with Capital Project Fund balance.
- \$3,200 for GovOs, the Town's new online application platform.
 - This will be funded with General Fund Discretionary fund balance.
- \$116,000 increase to Police Airport contract revenue, this is to match the contract.
 - This revenue goes into the General Fund.

See attached the complete Budget Resolution divided by Division and Fund for further detail.

Question #1: Does Council have any edits to the staff recommended budget amendments?

Possible Alternatives.

Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from the FY25 budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

Staff Impact.

Town Manager and Directors spend about 20 hours a month reviewing the budget.

Attachments or Links.

Resolution 25-08 adopting amendments to the Fiscal Year 2025 Budget.

Suggested Motion.

I move to approve Resolution 25-08 adopting amendments to the fiscal year 2025 budget as presented.

RESOLUTION 25-08

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025 BUDGET
OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2025 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	447,028	-	447,028
Town Attorney	829,144	-	829,144
Municipal Judge	330,695	-	330,695
Administration	1,225,115	37,500	1,262,615
Internal Services	1,064,003	-	1,064,003
Finance	851,110	3,200	854,310
Communications and Strategic Initiatives	677,038	-	677,038
Information Technology	1,190,632	-	1,190,632
Planning	992,714	-	992,714
Town-Wide Services	369,169	13,328	382,497
Town Facilities	894,588	23,050	894,588
Police - Administration	1,045,147	-	1,045,147
Police - Investigations	1,017,900	-	1,017,900
Police - Patrol	4,002,025	10,000	4,012,025
Police - Community Service	751,972	-	751,972
Police - Special Operations	26,450	-	26,450
Victim Services	447,616	-	447,616
Animal Shelter/Control	457,986	-	457,986
Building Inspections	578,852	-	578,852
Public Works Administration	659,943	-	659,943
Streets	2,304,337	-	2,304,337
Engineering	845,204	-	845,204
Yard Operations	52,242	-	52,242
Cemetery	36,459	44,000	80,459
Social Services	1,567,651	-	1,567,651
Community Initiatives	720,975	-	720,975
County-Budgeted Joint Programs	7,383,129	-	7,383,129
Transfers Out	7,319,619	152,500	7,472,119
Total General Fund	38,088,743	283,578	38,372,321
Affordable Housing	1,671,211	-	1,671,211
Total Affordable Housing Fund	1,671,211	-	1,671,211
Parking Exactions Fund	5,500	179,000	184,500
Total Parking Exactions Fund	5,500	179,000	184,500
Parks Exactions	550,000	-	550,000
Total Park Exactions	550,000	-	550,000
Employee Housing Fund	1,049,312	-	914,625
Transfers out	134,687	-	134,687
Total Employee Housing Fund	1,183,999	-	1,183,999
Animal Care Fund	25,000	-	25,000
Transfers Out	121,142	-	121,142
Total Animal Care Fund	146,142	-	146,142
Lodging Tax Fund	-	-	-
Transfers Out	1,430,434	-	1,430,434
Total Lodging Tax Fund	1,430,434	-	1,430,434
START Administration	2,126,637	-	2,126,637
START Operations	8,460,825	25,000	8,485,825
START Capital	7,460,779	-	7,460,779
START Transfers	164,987	-	164,987
Total START Fund Expenditures	18,213,228	25,000	18,238,228
Capital Outlay	9,642,977	16,175	9,659,152
Transfers Out	130,000	65,000	195,000
Total Capital Projects Fund	9,772,977	81,175	9,854,152

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	17,800	-	17,800
Total 2006 SPET	17,800	-	17,800
Capital Outlay	125,000	-	125,000
Total 2010 SPET	125,000	-	125,000
Capital Outlay	1,556,497	-	1,556,497
Total 2014 SPET	1,556,497	-	1,556,497
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	8,337,000	-	8,337,000
Total 2019 SPET	8,337,000	-	8,337,000
Water Maintenance & Operation	1,417,716	-	1,417,716
Water Wells	404,241	-	404,241
Water Billing & Accounting	337,684	-	337,684
Water Capital Outlay	7,469,666	-	7,469,666
Water Debt Service	66,970	-	66,970
Water Transfers Out	912,315	-	912,315
Sewage Plant Operations	894,230	-	894,230
Sewage Maint. & Operations	928,634	-	928,634
Sewage Billing & Accounting	213,247	-	213,247
Sewage Capital Outlay	4,659,413	(58,000)	4,601,413
Sewage Transfers Out	912,315	-	912,315
Total Enterprise Funds	18,216,431	(58,000)	18,158,431
Employee Insurance	3,621,603	-	3,621,603
Total Insurance Fund	3,621,603	-	3,621,603
Fleet Expenditures	2,686,854	4,100	2,690,954
Total Fleet Management Fund	2,686,854	4,100	2,690,954
Central Equipment Expenses	1,574,665	123,000	1,697,665
Total Central Equipment Fund	1,574,665	123,000	1,697,665
IT Services	1,604,255	-	1,604,255
Transfers Out	150,000	-	150,000
Total IT Service Fund	1,754,255	-	1,754,255
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,836,160	-	12,836,160
Licenses & Permits	1,534,843	-	1,534,843
Intergovernmental Revenue	16,192,034	-	16,192,034
Charges for Services	742,558	126,000	868,558
Fines & Forfeitures	310,000	-	310,000
Miscellaneous Revenue	1,229,764	-	1,229,764
Transfers In	2,363,991	-	2,363,991
Total General Fund	35,209,350	126,000	35,335,350
Licenses & Permits	450,000	-	450,000
Miscellaneous Revenue	96,100	-	96,100
Transfers In	1,638,898	-	1,638,898
Total Affordable Housing Fund	2,184,998	-	2,184,998
Licenses & Permits	17,000	-	17,000
Miscellaneous Revenue	74,300	-	74,300
Transfers In	-	-	-
Total Parking Exactions	91,300	-	91,300
Licenses & Permits	50,000	-	50,000
Charges for Services	-	4,500	4,500
Miscellaneous Revenue	26,200	-	26,200
Total Park Exactions	76,200	4,500	80,700
Miscellaneous Revenue	903,415	-	903,415
Transfers In	-	-	-
Total Employee Housing Fund	903,415	-	903,415

	Approved Budget	Increase (Decrease)	Amended Budget
REVENUES AND OTHER SOURCES			
Miscellaneous Revenue	124,920	-	124,920
Total Animal Care Fund	124,920	-	124,920
Taxes	1,420,834	-	1,420,834
Intergovernmental Revenue	-	-	-
Miscellaneous Revenue	9,600	-	9,600
Total Lodging Tax Fund	1,430,434	-	1,430,434
Intergovernmental Revenue	12,972,014	12,500	12,984,514
Charges for Services	2,087,060	-	2,087,060
Miscellaneous Revenue	254,140	-	254,140
Transfers In	1,513,272	12,500	1,525,772
Total START Fund Revenues	16,826,486	25,000	16,851,486
Intergovernmental	516,154	75,000	591,154
Licenses & Permits	325,000	-	325,000
Miscellaneous Revenue	588,500	-	588,500
Transfers In	5,747,883	-	5,747,883
Total Capital Projects Fund	7,177,537	75,000	7,252,537
Miscellaneous Revenue	5,500	-	5,500
Total 2010 SPET	5,500	-	5,500
Miscellaneous	85,100	-	85,100
Total 2014 SPET	85,100	-	85,100
Miscellaneous	13,500	-	13,500
Total 2016 SPET	13,500	-	13,500
Miscellaneous	225,000	-	225,000
Total 2019 SPET	225,000	-	225,000
Taxes	500,000	-	500,000
Miscellaneous	11,300	-	11,300
Total 2022 SPET	511,300	-	511,300
Water Intergovernmental	1,573,458	-	1,573,458
Water Charges for Services	3,112,715	-	3,112,715
Water Miscellaneous	262,700	-	262,700
Water Transfers In	65,000	-	65,000
Sewage Charges for Services	3,507,500	-	3,507,500
Sewage Miscellaneous	205,280	-	205,280
Sewage Transfers In	65,000	-	65,000
Total Enterprise Funds	8,791,653	-	8,791,653
Charges for Services	2,950,988	-	2,950,988
Miscellaneous Revenue	75,100	-	75,100
Total Employee Insurance Fund	3,026,088	-	3,026,088
Charges for Services	2,757,716	-	2,757,716
Miscellaneous Revenue	(3,500)	-	(3,500)
Transfers In	-	140,000	140,000
Total Fleet Management Fund	2,754,216	140,000	2,894,216
Charges for Services	799,400	4,100	803,500
Miscellaneous Revenue	31,800	-	31,800
Transfers In	-	65,000	65,000
Total Central Equipment Fund	831,200	69,100	900,300
Charges for Services	1,498,171	-	1,498,171
Miscellaneous Revenue	1,400	-	1,400
Transfers In	-	-	-
Total IT Service Fund	1,499,571	-	1,499,571

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(2,879,393)	(157,578)	(3,036,971)
Affordable Housing	513,787	-	513,787
Parking Exactions Fund	85,800	(179,000)	(93,200)
Park Exactions Fund	(473,800)	4,500	(469,300)
Employee Housing Fund	(280,584)	-	(280,584)
Animal Care Fund	(21,222)	-	(21,222)
Lodging Tax Fund	-	-	-
Start Fund	(1,386,742)	-	(1,386,742)
Capital Projects	(2,595,440)	(6,175)	(2,601,615)
2006 SPET	(17,800)	-	(17,800)
2010 SPET	(119,500)	-	(119,500)
2014 SPET	(1,471,397)	-	(1,471,397)
2016 SPET	(6,500)	-	(6,500)
2019 SPET	(8,112,000)	-	(8,112,000)
2022 SPET	511,300	-	511,300
Enterprise Funds	(9,424,778)	58,000	(9,366,778)
Employee Insurance Fund	(595,515)	-	(595,515)
Fleet Management Fund	67,362	135,900	203,262
Central Equipment Fund	(743,465)	(53,900)	(797,365)
IT Services Fund	(254,684)	-	(254,684)

PASSED, APPROVED, & ADOPTED this 5th day of May, 2025

Town of Jackson

By: _____
Arne O. Jorgenson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

RESOLUTION 25-09

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2025**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2025.

BE IT FURTHER RESOLVED that Tony Matthews and Beata Simms are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 5th day of May 2025.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

RESOLUTION 25-10

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2025**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2025.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 5th day of May 2025.

TOWN OF JACKSON

Arme O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance T An Ordinance Regarding Fee Schedules Set by Resolution – 2 nd Reading	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this ordinance is to eliminate a public hearing at a regular or special meeting prior to the public hearing where the resolution amending or setting fees, rates, or charges is conducted. All ordinances are adopted by the Town Council on three readings prior to taking effect.

Requested Action.

Staff requests Council approve Ordinance T on second reading.

Recommendations.

Staff recommends Council approve Ordinance T on second reading.

Background.

Currently, the Municipal Code requires two hearings to update the Town fee schedule: first, the resolution updating the fees is set for a public hearing at a Council meeting, then the resolution is placed on another meeting agenda under Resolutions. This requirement for an extra hearing – normally resolutions undergo just one hearing - was added to the Municipal Code in 1995. The extra hearing coincided with the change to moving fees to resolution, prior to which they were set by ordinance. Council adopted Ordinance T on first reading at the April 21, 2025 Town Council meeting.

Analysis.

Maintaining one public hearing for fee schedule changes allows the public the opportunity to provide comment and also allows the Town to react to current circumstances regarding changes in legislation, to better prepare for upcoming changes related to legislation or budget adoption, and to address errors and update the fee schedule.

This ordinance will be presented for 1 additional reading and upon final adoption, advertised in the paper and become effective. The ordinance changes will be codified into the Municipal Code with the next quarterly update conducted by Muni Code.

Key Policy Question: Does Council support the change to the Municipal Code that requires a single public hearing prior to adoption of a resolution changing or setting fees?

If the answer is yes, staff recommend Council adopt Ordinance T on second reading as presented.

Possible Alternatives.

Council could consider leaving the current language in the code requiring two public hearings to accomplish fee schedule changes or they could consider amendments to the ordinance that would require the ordinance to go back to first reading.

Comprehensive Plan & Priority Alignment.

Allowing fee schedules to be set by resolution after a public hearing maintains the Town's ability to timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner in compliance with Section 8: Quality Community Service Provision of Common Value 3, Quality of Life.

Fiscal Impact.

There is no fiscal impact as a result of changing the requirement for the number of public hearings prior to amending or setting fees by resolution. There is a fiscal impact for adoption of ordinances as they must be advertised. The cost to advertise an ordinance is dependent upon the length and runs between \$300 - \$800 for shorter ordinances.

Staff Impact.

The staff impact to date on this issue has been approximately 6.5 hours. Upon adoption of this ordinance, the Town Clerk will spend an additional 2 hours preparing the ordinance for advertising, processing the proof of publication, printing the ordinance in the permanent record books, posting the adopted ordinance online, obtaining signatures, providing the ordinance to Muni Code for codification, and proofing revisions by Muni Code for accuracy.

Attachments or Links.

Ordinance T.

Suggested Motion.

I move to approve Ordinance T, an ordinance regarding fee schedules set by resolution, on second reading as presented.

ORDINANCE T

AN ORDINANCE AMENDING SECTION 1.01.120, FEE SCHEDULES ALLOWED TO BE CHANGED BY RESOLUTION SUBJECT TO PUBLIC HEARING, , OF TITLE 1, GENERAL PROVISIONS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 1.01.120, Fee schedules allowed to be changed by resolution subject to public hearing, of the Municipal Code of the Town of Jackson, Wyoming, is hereby amended to read as follows:

1.01.120- Fee schedules allowed to be changed by resolution subject to public hearing.

Wherever in this Code it is provided that fees, rates, or charges are in an amount established by resolution or are as established by resolution, any resolution setting or updating the fees, rates, or charges shall be subject to a public hearing at a regular or special meeting of the Town Council.

(Ord. _____ § 1, 2025; Ord. 1287 §1, 2021; Ord. 942 § 1, 2009; Ord. 542 § 1, 1996; Ord. 502 § 1, 1995).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 21st DAY OF APRIL, 2025.

PASSED 2ND READING THE _____ DAY OF _____, 2025.

PASSED AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____
Arne O. Jorgenson, Mayor

ATTEST:

BY: _____
Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2025.

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

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Town Council Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Extension of CenturyLink Franchise Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider another 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 until July 15.

Recommendations.

Staff recommends Council approve the ordinance extending the franchise.

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 was 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 over the details of the fee (the sole remaining issue for numerous months).

This extension is set to expire July 31, 2025. The exhibit to the contract remains the sole outstanding item to finalize.

Analysis & Key Policy Questions.

Is Council willing to extend the CenturyLink franchise for 120 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 another four-month extension, during which time the Town Attorney will finalize all terms and conditions and, specifically, negotiate an appropriate fee for CenturyLink to operate within the rights-of-way of the Town. The Town Attorney will ultimately provide a contract (via ordinance) for the 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 continuing the franchise in its current state 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.

It should be noted that telecommunications franchise negotiations do involve professional services, as the Legal Department, usually and in this case is doing so, works with a telecommunications law firm with expertise in this area when renegotiating these contracts.

Staff Impact.

The staff impact of this item has been focused in the Legal Department, estimated at 60 hours, and Public Works and Administration, estimated at a combined 12 hours.

Attachments or Links.

Ordinance V

Suggested Motion.

I move to approve Ordinance V, an ordinance granting an extension of the current CenturyLink Franchise to July 31, 2025, on first reading.

ORDINANCE V

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 May 31, 2025. This Amendment extends the current Franchise Agreement for an additional two (2) months, extending the Franchise by its terms through July 31, 2025. 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.

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 AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____
Arne Jorgensen, Mayor

ATTESTATION OF TOWN CLERK

[illegible]

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 ____, 2025. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Hovorka, Town Clerk

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: _____

Title: _____

ATTEST:

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 5, 2025	Meeting Title:	Regular Council Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Public Art Task Force ("PAT") Appointment/Reappointments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider an appointment and reappointments to the Public Art Task Force.

Requested Action.

For Council to appoint/reappoint board members to the Public Art Task Force.

Recommendations.

Staff recommends the appointment/reappointment of three members to the Public Art Task Force.

Background.

The Public Art Guidelines state that the PAT may be comprised of up to seven (7) volunteer members appointed by the Mayor. The Mayor appoints members with the advice and consent of the rest of Council in making these appointments.

Members with terms expiring April 30, 2025 are Katy Ann Fox and Tammi Hanawalt. Both wish to serve a new term. Other current members are Charlie Hagen, Stephanie Wright, and Susan Scarlata serves as the Town's representative. The Public Art Coordinator considered an appointment of a JH Public Art (JHPA) Board member to the Town's Public Art Task Force. The Coordinator recommends that Town Council appoint John Stricklin as the representative to the PAT from JHPA.

Staff advertised and received no letters of interest for the vacant seats.

Members serve three-year terms. The two reappointment terms would retroactively begin May 1, 2025 and expire on April 30, 2028.

Analysis & Key Policy Questions.

Members should reflect a diverse cross section of the visual arts field. Duties of the PAT are:

- *Establish and approve parameters for each new public art project including artist selection process and selection criteria, project budget and a list of prospective Selection Panel members.*
- *Appoint a member of the PAT to serve as a member on selection panel appointed by the Committee.*
- *As needed, request that the Town Design Review Committee review proposals for artwork that may have architectural or urban design implications and make recommendations and comments to the PAT.*
- *Review all capital improvement projects under consideration by the Town of Jackson with the Public Art Coordinator and identify which projects are suitable for inclusion in the Annual Public Art Plan based on the guidelines listed in Section 4. These recommendations will be presented to the Town Council in a public workshop.*
- *Make an annual recommendation for maintenance of the Public Art Collection.*
- *Advise new Federal and State building projects outside the jurisdiction of the Town on the Public Art Program and how to work with the program.*
- *Reference its guide and policies for commissioning artwork.*
- *Participate in an annual review of the Public Art Coordinator.*

Possible

Alternatives.

1. Make appointments at a later date.
2. Direct staff to set up interviews with the applicants.
3. Direct staff to advertise for additional letters of interest.

Comprehensive Plan & Priority Alignment.

Having a Public Art Task Force aligns with section 8.1.b, which discusses the responsibility to identify acceptable service levels and develop standards for measuring service delivery success in services including arts, culture, and community events.

Fiscal Impact.

Advertising costs amounted to approximately \$900 for filling the vacancies on the PAT.

Staff Impact.

Staff spent approximately 5 hours speaking with board members, relevant department heads, preparing advertisements, preparing the staff report, and updating the volunteer board database.

Attachments or Links.

No attachments

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

First Motion:

Mayor: I nominate Tammi Hanawalt, Katy Ann Fox and to the Public Art Task Force for three-year terms, which shall expire April 30, 2028

Council: I move to consent to the appointment of Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028.

Mayor: I appoint Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028.

Second Motion:

Mayor: I move to nominate John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art.

Council: I move to consent to the appointment of John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art.

Mayor: I appoint John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: May 5, 2025

RE: Town Manager's Report

Teton County Dark Skies Certification

On April 11, 2025, Teton County, including the Town of Jackson, was officially certified as a Dark Sky Community, becoming the first county in the world to do so. The designation is the result of years of collaboration between Wyoming Stargazing, Teton County, and the Town of Jackson, and falls on the heels of the Jackson Hole Airport recently becoming the first airport in the world to be Dark Sky certified.

The Town and the County have taken numerous steps to become Dark Sky certified, including updating our Land Development Regulations to minimize light pollution. Additionally, in the Rights of Nature Resolution that was approved by Town Council on July 1, 2025, the Town acknowledged that the “nearly pristine conditions of nighttime darkness near Jackson, among the last remaining in the continental United States, are tied intimately to the well-being of the nocturnal environment and the integrity of local cultural traditions”.

There is still work to do to maintain certification. The Town of Jackson currently owns 470 lights that are not dark sky friendly. We have until April 11, 2030, to update them. The Town's Ecosystem Stewardship Administrator and Director of Public Works have created a timeline to upgrade roughly 20% of our lights each year, starting in Fiscal Year 2026.