Special Town Council Meeting

September 8, 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/83180828064?pwd=WVbcNBGbkkiInyyaykjDX4VRN60PcJ.1

Or join at zoom.com with Webinar ID: **+1 253 205 0468** and Password: **83001** or by phone: **831 8082 8064**

II. OPENING

A. Call to Order and Roll Call
B. Pledge of Allegiance
C. Land Acknowledgment
D. Announcements/Proclamations
   1. National Suicide Prevention Month
   2. International Day of Charity

III. PUBLIC COMMENT

IV. CONSENT CALENDAR

A. Meeting Minutes
   1. August 18, 2025 Regular Town Council Workshop
   2. August 18, 2025 Regular Town Council Meeting
B. Disbursements
C. July Municipal Court Report
D. Contracts
   1. Distribution Electric Easement for Elk Run Thaw Well
   2. Agreement for Installation of Electric Service - Elk Run Thaw Well
   3. Agreement for Installation of Electric Service - 810 West Thaw Well
   4. Amendment and Restatement Special Restriction for 440 W Kelly Unit 7
   5. Amendment and Restatement Special Restriction for 1257 W Highway 22 Unit 402
   6. Contract with WY Department of Transportation
   7. Contract with Secondary Manufacturers Settlements

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.

8. Contract with Wyoming Energy Authority
9. Contract with Port53 Technologies Inc.
10. Contract with Harmony Design Inc.
11. Contract with EcoConnect Consulting

E. Request for Proposals for Electric Vehicle Charging Stations (Tanya Anderson)

F. Deed Restriction for Affordable Rental Housing at 1120 South Park Loop Rd. (Kristi Malone)

G. Partial Vacation without Replat at 200 S. Willow Street, 252 & 254 E. Simpson Ave. (P25-120) (Tyler Valentine)

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

A. Planning & Building

1. Boundary Adjustment between Snow King Lots 58 & 59 (P25-117) (Tyler Valentine)
2. Powderhorn Housing Boundary Adjustment (P25-128) (Andrew Bowen)
3. Sketch Plan for a 3-story Mixed Use Development at 50 S. Millward St. (P25-007) (Katelyn Page)

VI. RESOLUTIONS

A. Resolution 25-21: FAA AIP Grant Agreement 88 (Riley Hovorka)

VII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

B. Board of Examiners (BOE) Appointment (Lynsey Lenamond)

C. Justice Center Update - Hansen Court House

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

IX. 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 SUICIDE PREVENTION MONTH

Recognizing September as National Suicide Prevention Month

WHEREAS, in 2023, over 49,000 Americans died by suicide, which is one death every 11 minutes; and

WHEREAS, in that same year, 12.8 million people seriously thought about suicide, 3.7 million made a plan for suicide and 1.5 million attempted suicide; and

WHEREAS, men make up 50% of the population but nearly 80% of suicides, the suicide rate of men being four times that of women; and

WHEREAS, the more warning signs a person shows, the higher their risk of suicide. Warning signs can include talking about being a burden, increased use of alcohol or drugs, feeling isolated, sleeping too much or too little, and experiencing depression, rage or anxiety; and

WHEREAS, suicide prevention begins with community-level training including the Wyoming Alliance for Suicide Prevention which is a state-wide coalition that focuses on community prevention efforts and legislative updates, Community Prevention Specialists which works with local coalitions to strengthen prevention efforts, and Community Counseling Center which works for suicide help and prevention in Jackson.

THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, declare September 2025 as National Suicide Prevention Month and encourage all citizens to join us in increasing our knowledge about suicide and suicide prevention and supporting those in need.

DATED THIS 8th DAY OF SEPTEMBER 2025.

TOWN OF JACKSON

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Arne O. Jorgensen, Mayor

ATTEST:

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Riley Hovorka, Town Clerk

PROCLAMATION RECOGNIZING INTERNATIONAL DAY OF CHARITY

WHEREAS, The International Day of Charity was established to build awareness and mobilize people, nonprofits, and stakeholders all around the world to help others through volunteer and philanthropic activities; and

WHEREAS, The date of 5 September was chosen to commemorate the anniversary of the passing of Mother Teresa of Calcutta, who received the Nobel Peace Prize in 1979, "For work undertaken in the struggle to overcome poverty and distress, which also constitute a threat to peace"; and

WHEREAS, Mother Teresa, the renowned nun and missionary, went to India in 1928 and devoted herself to helping people without resources. In 1948 she became an Indian citizen and founded the order of Missionaries of Charity in Calcutta; and

WHEREAS, For over 45 years she ministered to the poor, sick, orphaned and dying. Mother Teresa's work has been recognized and acclaimed throughout the world, and she received a number of awards and distinctions; and

WHEREAS, In recognition of the role of volunteering and philanthropy in alleviating humanitarian crises and human suffering within and among nations, as well as of the efforts of charitable organizations, the General Assembly of the United Nations designated the 5th of September as the International Day of Charity; and

WHEREAS, Locally Old Bill's Fun Run takes place each September in Jackson, uniting our community for a greater purpose. This annual philanthropic event provides everyone the opportunity to make meaningful contributions, amplify kindness, and make a difference for local nonprofits;

WHEREAS, Since its inception, Old Bill's has brought nearly $300 million philanthropic dollars to our community to feed the hungry, support the sick and elderly, teach kids to read, protect wildlife, build affordable housing, enrich and touch the lives of everyone in Teton County. Thank you to the Community Foundation of Jackson Hole and all the nonprofit participants for making this a truly impactful event year after year; and

NOW, THEREFORE, BE IT RESOLVED, that I, Arne Jorgensen, Mayor of the Town of Jackson, on behalf of Jackson's Town Council, recognize September 5 as International Day of Charity.

By: _____
Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovorka, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

AUGUST 18, 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, Devon Viehman, Kevin Regan, and Alyson Spery. Jonathan Schechter was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Paul Anthony, Michelle Weber, Tanya Anderson, Charlotte Frei, Olivia Park, and Riley Hovorka.

Ecosystem Health Indicator Report. Tanya Anderson and Olivia Park made staff comment. Council held discussion with staff. Zoe Harbor, Jenna Evans, Chris Peltz, and Lorna Miller public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the Ecosystem Health Indicator Report, as discussed, and direct staff to track the indicators in this report annually, to post the report on the Town's website, and to work with the External Affairs Department to share the report with the public. Kevin Regan proposed a friendly amendment to approve the Report as discussed today. Devon Viehman and Kevin Regan accepted the friendly amendment. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed the meeting at 2:52 p.m. and reconvened at 2:57 p.m.

Scoping Report on Exemption for Young People for Certificate of Qualifications. Paul Anthony, Tyler Sinclair, and Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to direct staff to prepare an amendment to Chapter 15.36 Contractor Licensing and Certification of the Jackson Municipal Code to create an exemption for young people to obtain a Certificate of Qualifications (COQ) card as discussed at this workshop on August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Scoping Report on UTV Regulations. Paul Anthony and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to direct staff to place this item on the Potential Initiative (PI) list for future consideration. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Sustainable Destination Management Plan (SDMP) Overview. Lindsey Ehinger presented to Council. Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion. There was no public comment. No motions were made.

Matters from Mayor and Council. Council discussed the BUILD grant. Mayor Jorgensen provided updates from the Parks & Rec board and Jackson Hole Airport board. Lea Colasuonno made staff comment. Council discussed use of public water for wildfire suppression.

Council Priorities and Upcoming Agendas. Tyler Sinclair reviewed Council's Workplan Calendar and the PI List. Council held discussion with staff.

Adjourn. A motion was made by Kevin Regan and seconded by Alyson Spery to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:56 p.m.

TOWN OF JACKSON

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ATTEST: Arne O. Jorgensen, Mayor

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: September 3, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 18, 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, Devon Viehman, Kevin Regan, and Alyson Spery. Jonathan Schechter was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Paul Anthony, Andrew Bowen, Michelle Weber, Michael Toronto, Bruce Abel, Tanya Anderson, Susan Scarlata, and Riley Hovorka.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen introduced Michael Toronto, Transit Director.

Public Comment. Lorna Miller and Mike Clement made public comment.

Consent Calendar. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the consent calendar including items A-E as presented with the following motions:

A. **Meeting Minutes.** To approve meeting minutes from the August 4, 2025 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. A43 ARCHITECTURE $5,979.25; ACE HARDWARE $1,743.24; ALDER ENVIRONMENTAL LLC $3,092.19; ALPHAGRAPHICS $794.13; AMAZON $1,891.01; AMSOIL INC #774148 $8,871.39; AT&T -$2,446.82; BIG R RANCH & HOME $116.98; BISON LUMBER $419.85; BLACK HAWK INDUSTRIAL $43.53; BLUE SPRUCE CLEANERS,INC $245.91; BOLAND, ANITA $2,263.80; BUCKRAIL $3,438.00; BURKHOLDER, SHAWN $2,141.61; CENTRALSQUARE $20.70; CENTURYLINK -$9.53; CHARGEPOINT, INC $3,620.00; CIVICPLUS $5,781.51; COLEMAN, TATE $25.15; COMMUNITY SAFETY NETWORK $33,333.34; CONRAD & BISCHOFF INC. $31,479.57; CONTROL SYSTEM TECHNOLOGY, INC. $7,884.50; CONWAY, LARS $2,500.00; COPYWORKS, LLC $364.66; CORE & MAIN LP $479.41; CREATIVE ENERGIES, LLC $12,000.00; CURTIS BLUE LINE $141.56; DAWSON INFRASTRUCTURE SOLUTIONS $4,268.06; DEAN'S PEST CONTROL LLC $270.00; DEFENSIVE EDGE TRAINING & CONSULTING, IN $1,100.00; E.R. OFFICE EXPRESS $308.88; ENERGY 1 $21,997.51; ENERGY LABORATORIES INC. $355.00; ESRI, INC $700.00; ETNA TRADE PARK LLC $4,062.00; EVANS CONSTRUCTION INC $618.63; EVOLUTION CONSTRUCTION, LLC $11,851.00; FENNERN, ROBERT $155.00; FERGUSON ENTERPRISES, INC $843.91; FIRE SERVICES OF IDAHO $11,031.25; FLEETPRIDE $1,577.07; FLOWMARK/HIGH TECH COMPANIES $636.06; FLOWPOINT ENVIRNMENTAL SYSTEMS $1,105.54; GARMIN USA $64.95; GILLIG LLC $4,543.71; GRIFFITH PARTNERSHIP LLC $1,600.00; HD FOWLER COMPANY $939.68; HEBDON EXCAVATION LLC $1,125.00; HIGH COUNTRY LINEN $1,435.77; HUNT CONSTRUCTION INC $12,819.00; IDAHO TRAFFIC SAFETY, INC. $1,700.00; INTERSTATE BATTERY $572.80; IPRO TECH, LLC $7,998.71; IVY OUTDOOR SERVICES LLC $21,284.02; JACKSON GROUP LOCKBOX $5,166.92; JACKSON HOLE HISTORICAL SOCIET $1,125.00; JACKSON HOLE LAW, PC $3,505.00; JACKSON HOLE NEWS & GUIDE $7,322.50; JACKSON LUMBER INC $347.00; JOE & DOROTHY KUDAR $3,000.00; JOE JOHNSON EQUIPMENT $761.16; JORGENSEN ASSOCIATES, PC $8,380.00; KEENAN, PETER $2,357.50; KJ'S SERVICES INVESTMENTS LLC $2,975.00; LEGACY BUSINESS VENTURES LLC $800.00; LEONHARD, SEAN $154.00; LOCAL GOV'T LIABILITY POOL $1,374.09; LOWER VALLEY ENERGY INC $3,000.00; M. NEILS ENGINEERING, INC $5,973.12; MACY'S SERVICES $75.81; MARTINELLI, JANINE $145.00; MCDONOUGH, CHRIS $130.00; METROQUIP INC $398.20; MSC INDUSTRIAL SUPPLY CO $302.63; NAPA AUTO PARTS INC. $2,492.14; NELSON ENGINEERING $4,470.00; OUTBACK LANDSCAPE OF WYOMING, LLC $526.00; PERFORM PRINTING LLC $2,945.55; POLISEO, FLOREN $6.08; PREMIER TRUCK- SALT LAKE CITY $1,122.36; PVS DX, INC $2,408.31; R & A SAFETY LLC $814.50; RAMANATHAN, BRINDA $2,500.00; RICH, SAMUEL $559.95; RIDGELINE EXCAVATION INC $16,157.39; RINK-TEC INTERNATIONAL, INC $19,441.88; RT1 INC $27.03; SCHWARTZ, ANDY $9,583.33; SIGN IT NOW INC $651.15; SILVER CREEK SUPPLY $656.05; SILVERSTAR $3,606.69; SMITH PSYCHOLOGICAL SERVICES $400.00; SMITH, GREGORY J $155.00; SMITH, PHILLIP $154.00; SOSA'S JANITORIAL SERVICE $6,255.00; SPACE EXPLORATION TECHNOLOGIES CORP $495.00; SPRING CREEK ANIMAL HOSPITAL $260.97; SPSC POA - SOUTH PARK SERVICES CTR POA $303.82; STEPHENS, TALON $77.83; STONE, KIRK $3,241.35; SUSTAINABLE STRATEGIES DC, LLC $7,500.00;

TETON COUNTY INTEGRATED SOLID WASTE/RECY $1,818.00; TETON COUNTY PUBLIC WORKS $51,030.21; TETON LITERACY CENTER $33,744.99; TETON MOTORS INC $34,529.49; TETON MOUNTAIN RANCH $1,125.00; TETON ROPE ACCESS AND SERVICES, LLC $900.00; TETON TRASH REMOVAL, INC. $120.00; TETON VALLEY NEWS $124.10; THOMSON WEST $1,209.20; THYSSEN KRUPP ELEVATOR CORP. $6,693.22; T-MOBILE $31.55; TMSC LLC $3,208.50; TOOLSON TELEPHONE, INC $440.80; TRANSPORTATION MANAGEMENT & DESIGN INC $20,514.06; TRAPHAGEN, JEROMIE $393.00; WAMCO LAB, INC. $550.00; WARREN, JOE $100.00; WBC PROPERTIES $2,150.00; WEBER, MICHELLE $102.00; WEST COAST CODE CONSULTANTS $7,215.00; WESTERN STATE $3,716.91; WHITE GLOVE CLEANING, INC. $2,652.00; WILSON, BRIAN $155.00; WILSON, JOHN $2,200.00; WINDCAVE INC $14.92; WYOMING FIRST AID & SAFETY $324.12; WYOMING IMMIGRANT ADVOCACY $3,750.00; WYOMING.COM INC $5.00; YELLOW IRON WASTE, LLC $3,170.50

C. **Contracts.**
    1. **Primary Lease Agreement with Primary Landlord.** To approve the Primary Lease Agreement with Primary Landlord.
    2. **Amendment to the Agreement with Windcave, Inc.** To approve the Amendment to the Agreement with Windcave, Inc.

D. **Pack Residence - Sewer Connection Request (E25-0151).** to:
    1. Approve the Wilson Sewer District's request for additional wastewater collection and treatment services subject to the conditions of approval set forth in this staff report,
    2. Direct staff to draft the appropriate Connection and Use Agreement, and
    3. Present the Agreements to Council for consideration at a future Council Meeting.

E. **Suite of Town Housing Lease Templates.** To approve the suite of housing lease templates as presented, 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.

Contract with Harmony Design, Inc. This item was removed.

Contract with EcoConnect Consulting. This item was removed.

Sustainable Strategies Grant Consultants: Services Agreement & D.C. Trip. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to: 1) Approve the Services Agreement with Sustainable Strategies and authorize the Mayor to execute it subject to minor changes by staff; and 2) Approve travel for and direct staff to plan a trip to Washington D.C. in the fall of 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Scoping Report on Sister City Relationship with Tlaxcala, Mexico. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to direct staff to draft and send a letter of introduction from this Mayor and Town Council to the current administration in Hueyotlipan, Mexico. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Devon Viehman and seconded by Alyson Spery to direct staff to incorporate having members of the Community Engagement Task Force, once established, help build connections to and continue developing the Town's Sister City Relationship with Hueyotlipan in Tlaxcala, Mexico. The vote showed all in favor. The motion carried.

Swan Creek Parcel Zoning Map Amendment (P25-075). Andrew Bowen made staff comment. Council held discussion with staff. Bree Burton and Mike Allen commented on behalf of the applicant. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Spery to deny Zoning Map Amendment P25-075 located at Parcel ID 22-41-16-32-3-00-025, having considered the factors provided in LDR Section 8.7.3.C, departmental reviews, and the staff report dated August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility (Antenna) on a Light Pole at 402 East Snow King Avenue (P25-076). Andrew Bowen made staff

comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Conditional Use Permit P25-076 to renew an existing Wireless Facility CUP (formerly P18-163) located at 402 East Snow King Avenue, subject to the departmental review comments and the staff report dated August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility at the Base of Snow King (The Rafferty Activity Center) (P25-077). Andrew Bowen, Lea Colasuonno, and Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve Conditional Use Permit P25-077 to renew an existing Wireless Facility CUP (formerly P18-164) located at 402 East Snow King Avenue, subject to the departmental review comments and the staff report dated August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 25-19: JH Airport FAA AIP Grant Agreement 85. Riley Hovorka made staff comment. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to adopt the proposed Resolution, and approve the FAA Grant Agreement to Conduct Miscellaneous Study at the Jackson Hole Airport with the FAA obligation under the grant being $1,985,132. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 25-20: JH Airport FAA AIP Grant Agreement 86. There was no public comment. A motion was made by Alyson Spery and seconded by Kevin Regan to adopt the proposed Resolution, and approve the FAA Grant Agreement to Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course) at the Jackson Hole Airport with the FAA obligation under the grant being $1,158,575. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Devon Viehman and seconded by Alyson Spery to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance Z: An Ordinance Regarding Police Department Rules and Regulations.

AN ORDINANCE AMENDING SECTION 2.32.080, RULES AND REGULATIONS, OF TITLE 2, ADMINISTRATION AND PERSONNEL, REGARDING POLICE DEPARTMENT RULES AND REGULATIONS OF THE MUNICIPAL 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 Alyson Spery and seconded by Devon Viehman to approve Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department, on third and final reading and designate it Ordinance 1444. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance A: An Ordinance Granting a Franchise to RAD Curbside.

AN ORDINANCE GRANTING RAD CURBSIDE, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING.

There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Spery approve Ordinance A, an ordinance granting a franchise to RAD Curbside, on third reading and designate it Ordinance 1445. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed a gift of appreciation for outgoing board members. Roxanne Robinson made staff comment. A motion was made by Devon Viehman and Kevin Regan to authorize Council travel expenses for Mountain Towns/CAST, WAM Board Meeting, National League of Cities, and Mountain Planners Summit. 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 a 'conflicts of interest' ordinance, temporary sign permits for the Community Prevention Coalition of TC and The Betts, WAM's regional meeting, and the transit signal priority (TSP) component of the BUILD grant. The Town Manager provided an update on daily water use. Buce Abel, Susan

Scaralata, and Riley Hovorka made staff comment. A motion was made by Alyson Spery 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.

Adjourn. A motion was made by Alyson Spery 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 8:03 p.m.

TOWN OF JACKSON

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ATTEST: Arne O. Jorgensen, Mayor

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: September 3, 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-NCPERS GROUP WYOMIN	842092025	PAYROLL DEDUCTIONS	09/01/2025	80.00	.00	
Total 328:					80.00	.00	
51	ACE HARDWARE	906436	TRASH CAN	05/25/2025	59.98	.00	
51	ACE HARDWARE	908291	CLOTH	05/28/2025	5.49	.00	
51	ACE HARDWARE	911079	PAINT	06/18/2025	360.35	.00	
51	ACE HARDWARE	912572	BATTERY	07/01/2025	53.94	.00	
51	ACE HARDWARE	912796	ROPE	07/02/2025	24.99	.00	
51	ACE HARDWARE	913144	PVC	07/07/2025	18.98	.00	
51	ACE HARDWARE	913314	BIG JOB KITCHEN	07/08/2025	52.46	.00	
51	ACE HARDWARE	913320	PATCH CONCRETE	07/08/2025	16.99	.00	
51	ACE HARDWARE	913590	FENDER WASH	07/10/2025	34.97	.00	
51	ACE HARDWARE	914095	KNIFE & MARKERS	07/15/2025	10.47	.00	
51	ACE HARDWARE	914373	SEVIN INSECT KILLER	07/16/2025	14.99	.00	
51	ACE HARDWARE	914411	FENDER WASH	07/17/2025	21.50	.00	
51	ACE HARDWARE	914604	CARR SCREW	07/18/2025	1.81	.00	
51	ACE HARDWARE	914845	RUST SPRAY	07/21/2025	15.98	.00	
51	ACE HARDWARE	914956	CREDIT SPLICE BUTT	07/22/2025	28.98-	.00	
51	ACE HARDWARE	914991	EXTRACTOR SCREW	07/22/2025	37.76	.00	
51	ACE HARDWARE	915026	SCREW	07/22/2025	5.10	.00	
51	ACE HARDWARE	915139	STIHL BRUSHCUTTER	07/23/2025	109.99	.00	
51	ACE HARDWARE	915239	WASHER AERATOR	07/24/2025	1.79	.00	
51	ACE HARDWARE	915263	5 MM X 10 MM	07/24/2025	2.69	.00	
51	ACE HARDWARE	916160	CLIPS	08/01/2025	119.60	.00	
51	ACE HARDWARE	916425	TUBING & COUPLING	08/05/2025	196.38	.00	
51	ACE HARDWARE	916436	TUBING, COUPLING, CLAMP, S	08/05/2025	5.66-	.00	
51	ACE HARDWARE	916473	BOLTS, WASHERS & NUTS	08/05/2025	1.08	.00	
51	ACE HARDWARE	916483	TAPE MEASURE	08/05/2025	5.49	.00	
51	ACE HARDWARE	916560	TAPE MASK AND ROLLER TRY	08/06/2025	20.97	.00	
51	ACE HARDWARE	916687	CLOROX	08/07/2025	14.99	.00	
51	ACE HARDWARE	916762	SAE FLAT WASHINER,GASKET	08/07/2025	51.75	.00	
51	ACE HARDWARE	916769	SWISS FILE SET	08/07/2025	21.99	.00	
51	ACE HARDWARE	916787	FILTER	08/07/2025	29.99	.00	
51	ACE HARDWARE	916825	HOOK	08/08/2025	9.99	.00	
51	ACE HARDWARE	916841	REEL STRINLINR 100 GOLD	08/08/2025	188.87	.00	
51	ACE HARDWARE	916860	DRILL BITS	08/08/2025	25.07	.00	
51	ACE HARDWARE	917077	SBE TORX,GAT LATCH,HORNET	08/11/2025	121.93	.00	
51	ACE HARDWARE	917079	CONCRETE	08/11/2025	89.94	.00	
51	ACE HARDWARE	917272	GAT LATCH	08/13/2025	13.48	.00	
51	ACE HARDWARE	917276	FASTBACK COMPACT FOLD	08/13/2025	14.99	.00	
51	ACE HARDWARE	917287	LED HEADLAMP	08/13/2025	179.98	.00	
51	ACE HARDWARE	917317	CREDIT	08/13/2025	14.99-	.00	
51	ACE HARDWARE	917362	SCREW	08/13/2025	2.39	.00	
51	ACE HARDWARE	917380	INCAND BULB	08/13/2025	3.99	.00	
51	ACE HARDWARE	917448	MOUNTING TAPE	08/14/2025	14.99	.00	
51	ACE HARDWARE	917542	BLT SNP DIE CAST	08/15/2025	21.96	.00	
51	ACE HARDWARE	917582	GATE LATCH	08/15/2025	9.99-	.00	
51	ACE HARDWARE	917585	GORILLA HS CONSTRUCTION A	08/15/2025	14.99	.00	
51	ACE HARDWARE	917595	SHOVEL	08/15/2025	29.99	.00	
51	ACE HARDWARE	917708	OIL	08/18/2025	22.97	.00	
51	ACE HARDWARE	917801	SEED, RAKE & SOIL	08/18/2025	79.45	.00	
51	ACE HARDWARE	917809	LED	08/18/2025	11.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	917862	MARKING PAINT PL RED	08/19/2025	23.98	.00	
51	ACE HARDWARE	917909	NUTS & WASHERS	08/19/2025	18.34	.00	
51	ACE HARDWARE	918006	SUCTION CUP 12 LB	08/20/2025	51.96	.00	
51	ACE HARDWARE	918026	FT LED	08/20/2025	14.99	.00	
51	ACE HARDWARE	918044	14X1 1/2 PH FL WO	08/20/2025	2.39	.00	
51	ACE HARDWARE	918071	PH FL WO	08/20/2025	2.39	.00	
51	ACE HARDWARE	918134	HEX SELF DRILL SCREW	08/21/2025	9.99	.00	
51	ACE HARDWARE	918164	QUICK GRIP	08/21/2025	37.89	.00	
51	ACE HARDWARE	918194	ANCHOR WEDGE	08/21/2025	6.00	.00	
51	ACE HARDWARE	918196	WIRE RP CLIP	08/21/2025	3.98	.00	
51	ACE HARDWARE	918213	SPRING ZINC	08/21/2025	5.98	.00	
51	ACE HARDWARE	918256	FLAT WASHERS SOCKETS AND	08/21/2025	9.12	.00	
51	ACE HARDWARE	918311	BATTERYs brill bit	08/22/2025	272.62	.00	
51	ACE HARDWARE	918344	HEX SELF	08/22/2025	45.69	.00	
51	ACE HARDWARE	918626	drill bit battery and maxfit guide	09/02/2025	165.00-	.00	
Total 51:					2,440.14	.00	
7091	ADVANCED LINING LLC	INVAL3417	TRMOVE EXISTING LINER AND	04/30/2025	30,000.00	.00	
7091	ADVANCED LINING LLC	INVAL3417	TRMOVE EXISTING LINER AND	04/30/2025	20,000.00	.00	
Total 7091:					50,000.00	.00	
2269	AFLAC	083125	ACCOUNT #y9599	08/31/2025	1,574.03	1,574.03	08/27/2025
Total 2269:					1,574.03	1,574.03	
6524	ALPHAGRAPHICS	IX-484445	SUMMER SCHEDULE	08/12/2025	633.57	.00	
6524	ALPHAGRAPHICS	IX-484886	NAME CARDS	08/07/2025	187.43	.00	
6524	ALPHAGRAPHICS	JX-487569	BORDERED CETIFICARE PAPE	08/13/2025	188.33	.00	
Total 6524:					1,009.33	.00	
5726	AMAZON	112-1500775-5	PROBIOTIC	06/28/2025	49.45	.00	
5726	AMAZON	112-5704816-0	MILK REPLACER	08/05/2025	11.49	.00	
5726	AMAZON	16L1-Q4QV-7D	TONER	08/18/2025	159.57	.00	
5726	AMAZON	17CQ-V91G-33	TONER	08/13/2025	985.22	.00	
5726	AMAZON	1FQN-K4V4-4Y	TONER CARTRIDGE	08/22/2025	399.51	.00	
5726	AMAZON	1G6N-CD7N-3	NAME BADGE HOLDERS	08/13/2025	13.86	.00	
5726	AMAZON	1GJF-FKYP-P	BRAKE PADS	08/12/2025	31.50	.00	
5726	AMAZON	1GP7-X9JY-N7	PROJECTOR SCREEN	08/07/2025	150.99	.00	
5726	AMAZON	1KRV-GQC4-4	JJ KELLER 50 PACK	08/25/2025	170.00	.00	
5726	AMAZON	1QQR-636T-H	NAME TAPES	08/18/2025	27.68	.00	
5726	AMAZON	1R7D-WFK1-Y	ANNUAL MEMBERSHIP	08/17/2025	349.00	.00	
Total 5726:					2,348.27	.00	
1159	AMERICAN PUBLIC WORKS AS	000892097	DUES	09/01/2025	1,374.00	.00	
Total 1159:					1,374.00	.00	
6214	AMERICAN TOWER CORPORAT	4988865	SNOW KING TOWER	07/31/2025	532.80	.00	
Total 6214:					532.80	.00	
2763	AMERIWEST WATER SERVICES	25-2524	phosphate for iron scale control	08/06/2025	14,512.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 2763:				14,512.70	.00	
3530	AMSOIL INC #774148	23847961 RI	TOOL TRAY & GEAR LUBE	07/25/2025	2,795.24	.00	
	Total 3530:				2,795.24	.00	
1783	AT&T	287259163099	PHONE SERVICE	08/08/2025	2,446.82-	.00	
	Total 1783:				2,446.82-	.00	
6757	AXON ENTERPRISES, INC	IN369323	FLEET 3 ADVANCED	08/15/2025	67,073.50	.00	
	Total 6757:				67,073.50	.00	
7466	BARGEN INCORPORATED	225009	SEALCOAT PARKING LOTS	07/10/2025	8,981.01	.00	
7466	BARGEN INCORPORATED	225300	SEALCOAT	07/09/2025	101,392.99	.00	
	Total 7466:				110,374.00	.00	
7720	BENCHMARK BUILDERS LLC	082825	RELEASE BOND E25-0099 920	08/28/2025	4,000.00	4,000.00	08/28/2025
	Total 7720:				4,000.00	4,000.00	
4774	BIG R RANCH & HOME	000452/1	SOAP & SOCKET	08/11/2025	47.68	.00	
4774	BIG R RANCH & HOME	000553/1	NUTS BOLTS WASHERS	08/19/2025	3.00	.00	
4774	BIG R RANCH & HOME	390/1	ANCHOR SHACKLE	08/06/2025	5.29	.00	
	Total 4774:				55.97	.00	
3500	BISON LUMBER	2508-884096	CEDAR	08/12/2025	171.29	.00	
3500	BISON LUMBER	2508-884929	DRY PINE	08/20/2025	30.21	.00	
	Total 3500:				201.50	.00	
21	BLACK HAWK INDUSTRIAL	11343440	PUMP	07/30/2025	1,237.12	.00	
	Total 21:				1,237.12	.00	
6727	BRIGGS, ERIC L	38211	PNEUMATIC & NUT DRV	08/14/2025	180.21	.00	
	Total 6727:				180.21	.00	
7721	CARO, MAXIMUS	08262025	BOOTS	08/26/2025	100.00	.00	
	Total 7721:				100.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-658206	OIL ABSORB	07/12/2024	44.16	.00	
5	CARQUEST AUTO PARTS INC.	6090-660788	LIGHTER RECEPTACLE	08/02/2024	29.96	.00	
5	CARQUEST AUTO PARTS INC.	6090-668505	VACUUM TUBING	10/09/2024	30.30	.00	
5	CARQUEST AUTO PARTS INC.	6090-684094	FUSES	04/10/2025	6.71	.00	
	Total 5:				111.13	.00	
102	CASELLE INC.	INV-08047	TIMEKEEPING TRAINING & SET	07/25/2025	1,050.00	.00	
102	CASELLE INC.	INV-09746	SEPT 2025 MAINTENANCE & SU	08/01/2025	2,338.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 102:					3,388.00	.00	
544	CENTURYLINK	748742445	INTERNET	08/20/2025	63.44-	.00	
544	CENTURYLINK	AUG25- 33389	PHONE SERVICE	08/07/2025	576.41-	.00	
544	CENTURYLINK	AUG25- 33406	PHONE SERVICE	08/13/2025	66.48	.00	
Total 544:					573.37-	.00	
5967	CITY OF DRIGGS	BBSTART2025	BUS BARN RENT AUG 2025	08/12/2025	1,650.98	.00	
5967	CITY OF DRIGGS	BBSTART2025	BUS BARN RENT JULY 2025	07/09/2025	1,603.75	.00	
Total 5967:					3,254.73	.00	
7667	COLEMAN, TATE	08122025	TRAVEL	08/12/2025	32.76	.00	
Total 7667:					32.76	.00	
514	CONRAD & BISCHOFF INC.	IN-679605-25	DEF BULK	05/02/2025	311.10	.00	
514	CONRAD & BISCHOFF INC.	IN-702588-25	DIESEL	05/20/2025	12,529.67	.00	
514	CONRAD & BISCHOFF INC.	IN-824607-25	DEF BULK	08/11/2025	574.65	.00	
514	CONRAD & BISCHOFF INC.	IN-826521-25	GAS & DIESEL	08/11/2025	29,160.57	.00	
514	CONRAD & BISCHOFF INC.	IN-841954-25	DEF BULK	08/22/2025	439.11	.00	
Total 514:					43,015.10	.00	
4887	CONTROL SYSTEM TECHNOLO	11635	CORRECT ISSUE WITH REPOR	08/11/2025	900.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11636	FLOW TOTALIZER	08/11/2025	900.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11645	wwtp control service	08/25/2025	600.00	.00	
Total 4887:					2,400.00	.00	
1691	CORE & MAIN LP	X443436	DYE	08/06/2025	95.00	.00	
Total 1691:					95.00	.00	
7111	DAWSON INFRASTRUCTURE S	INV215603-2	SHIPPING ON PREVIOUS ORDE	06/10/2025	192.81	.00	
7111	DAWSON INFRASTRUCTURE S	INV215815	BLOWER HOSE	08/04/2025	606.55	.00	
Total 7111:					799.36	.00	
7649	DECKER GLASS	IRSW009602	WINDSHIELD	08/12/2025	110.15	.00	
Total 7649:					110.15	.00	
708	DELTA DENTAL PLAN OF WYOM	AUG 2025	JULY CLAIMS	08/01/2025	5,746.67	5,746.67	08/22/2025
708	DELTA DENTAL PLAN OF WYOM	AUG 2025	AUG PREMIUMM	08/01/2025	297.66	297.66	08/22/2025
Total 708:					6,044.33	6,044.33	
3881	DEX IMAGING	AR13848449	MONTHLY COPY CARE	08/21/2025	92.66	.00	
3881	DEX IMAGING	AR13876097	CONTRACT COPIER	08/27/2025	597.90	.00	
Total 3881:					690.56	.00	
6883	DIVISION OF CHILD SUPPORT	08222025	DCSE CASE #0005405448	08/22/2025	509.23	509.23	08/20/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	08142025	DECEMBER CRIME VICTIM SUR	08/14/2025	150.00	.00	
2175	DIVISION OF VICTIM SERVICES	08142025	Crime Victim Surcharge 25-03-07	08/14/2025	150.00	.00	
Total 2175:					300.00	.00	
6939	DYNAMIC CONTROLS, LLC	39928	HALLWAY DOOR CONNECTION	08/01/2025	1,903.00	.00	
Total 6939:					1,903.00	.00	
3408	E.R. OFFICE EXPRESS	23205	Office Supplies	03/21/2025	146.07	.00	
Total 3408:					146.07	.00	
7684	EDA LAND PLANNING	08-9525	landscape architect review	08/12/2025	503.75	.00	
Total 7684:					503.75	.00	
6844	EKOS, INC	222585	FUEL SITE MODULE ANNUAL	06/30/2025	1,945.00	.00	
Total 6844:					1,945.00	.00	
7446	ELAN ONE CARD	1944 073125	staples	07/31/2025	126.94	126.94	08/19/2025
7446	ELAN ONE CARD	1944 073125	staples	07/31/2025	107.22	107.22	08/19/2025
7446	ELAN ONE CARD	3324 073125	dominos	07/31/2025	21.38	21.38	08/19/2025
7446	ELAN ONE CARD	3324 073125	revival animal health	07/31/2025	327.79	327.79	08/19/2025
7446	ELAN ONE CARD	3840 073125	the spaish group	07/31/2025	158.70	158.70	08/19/2025
7446	ELAN ONE CARD	3840 073125	the spaish group	07/31/2025	29.97	29.97	08/19/2025
7446	ELAN ONE CARD	4874 073125	hoback sports	07/31/2025	134.71	134.71	08/19/2025
7446	ELAN ONE CARD	4874 073125	ebikes	07/31/2025	171.20	171.20	08/19/2025
7446	ELAN ONE CARD	6480 073125	holiday inn	07/31/2025	246.40	246.40	08/19/2025
7446	ELAN ONE CARD	6677 073125	rescue essentials	07/31/2025	170.93	170.93	08/19/2025
7446	ELAN ONE CARD	6677 073125	maverick	07/31/2025	26.38	26.38	08/19/2025
7446	ELAN ONE CARD	6677 073125	law enforcement	07/31/2025	445.00	445.00	08/19/2025
7446	ELAN ONE CARD	7099 073125	albertsons	07/31/2025	16.39	16.39	08/19/2025
7446	ELAN ONE CARD	7099 073125	yippy i	07/31/2025	89.00	89.00	08/19/2025
7446	ELAN ONE CARD	7099 073125	albertsons	07/31/2025	77.93	77.93	08/19/2025
7446	ELAN ONE CARD	9251 073125	albertsons	07/31/2025	16.11	16.11	08/19/2025
7446	ELAN ONE CARD	9251 073125	usps	07/31/2025	9.90	9.90	08/19/2025
Total 7446:					2,175.95	2,175.95	
2380	EMPLOYERS COUNCIL SERVIC	0000553757	DUES	07/03/2025	8,350.00	.00	
Total 2380:					8,350.00	.00	
6092	ENERGY 1	53452	T AND M WORK PERFORMED	08/25/2025	352.78	.00	
6092	ENERGY 1	53473	FORCED AIR COOLING	08/25/2025	9,245.60	.00	
Total 6092:					9,598.38	.00	
1134	ENERGY LABORATORIES INC.	725365	PHOSPHORUS	08/04/2025	233.00	.00	
1134	ENERGY LABORATORIES INC.	726796	PHOSPHORUS	08/08/2025	183.00	.00	
1134	ENERGY LABORATORIES INC.	727658	OIL & GREASE	08/13/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	728759	OIL & GREASE	08/18/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	730421	EFFLUENT	08/21/2025	172.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1134	ENERGY LABORATORIES INC.	730654	analysis parameters	08/25/2025	183.00	.00	
Total 1134:					1,115.00	.00	
5131	ENOW, INC.	1148	MAIL LICENSE	05/28/2025	1,286.19	.00	
Total 5131:					1,286.19	.00	
1634	ENTENMANN-ROVIN CO	0190200-IN	JACKSON PD	08/20/2025	433.50	.00	
Total 1634:					433.50	.00	
6293	EVOLUTION CONCRETE CUTTI	11392	hole drillilng for willow and snow ki	05/26/2025	10,250.00	.00	
6293	EVOLUTION CONCRETE CUTTI	11990	CORE DRILL CONCRETE	08/25/2025	590.00	.00	
Total 6293:					10,840.00	.00	
7462	EVOLUTION CONSTRUCTION, L	1163	CONCRETE SIDEWALKTS	08/04/2025	29,157.00	.00	
Total 7462:					29,157.00	.00	
3195	FERGUSON ENTERPRISES, IN	3901801-1	SNSR FV RTRFT KIT	08/04/2025	904.65	.00	
3195	FERGUSON ENTERPRISES, IN	3952936	BTRY SNST FV RTRFT KIT	08/20/2025	488.55	.00	
Total 3195:					1,393.20	.00	
7629	FIREHOSE SUPPLY	28147	RUBBER FIRE HOSE AND ADAP	08/14/2025	267.88	.00	
Total 7629:					267.88	.00	
5337	FLAT CREEK WID	02	FCWID FY2026	08/11/2025	12,000.00	.00	
Total 5337:					12,000.00	.00	
4709	FLEETPRIDE	127186863	VOLVO TPS	07/14/2025	98.90	.00	
4709	FLEETPRIDE	127545976	SOLENOID VALVE	07/28/2025	179.08	.00	
4709	FLEETPRIDE	127649583	SPOOL CARTRIDGE	07/31/2025	105.00	.00	
4709	FLEETPRIDE	127656786	FLARE CONNECTOR	07/31/2025	150.90	.00	
4709	FLEETPRIDE	127687042	SPOOL CARTRIDGE	08/01/2025	105.00	.00	
4709	FLEETPRIDE	128051337	AIR DRYER AND PURGE VALVE	08/15/2025	2,127.84	.00	
4709	FLEETPRIDE	128072282	AUTO BO TICKET AIR DRYERS	08/18/2025	519.92	.00	
Total 4709:					3,286.64	.00	
668	FREEDOM MAILING SERVICE I	51038	UTILITY BILLING	09/04/2025	993.29	.00	
668	FREEDOM MAILING SERVICE I	51038	UTILITY BILLING	09/04/2025	993.29	.00	
668	FREEDOM MAILING SERVICE I	51038	INSERT WATER RESTRICTIONS	09/04/2025	44.77	.00	
Total 668:					2,031.35	.00	
806	GARAMAN INC.	53895058	CONTRACT	08/27/2025	64.95	.00	
Total 806:					64.95	.00	
324	GFOA	300057583-20	FY26 DUES	08/04/2025	250.00	.00	
Total 324:					250.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	41326104	SPRING	07/03/2025	114.56	.00	
4212	GILLIG LLC	41336819	lamp	08/04/2025	417.30	.00	
4212	GILLIG LLC	41337434	SEALS	08/05/2025	664.50	.00	
4212	GILLIG LLC	41337435	WIPER ELBOW	08/05/2025	21.18	.00	
4212	GILLIG LLC	41340376	FILERS	08/13/2025	800.40	.00	
4212	GILLIG LLC	41340967	FILTERS	08/14/2025	98.94	.00	
Total 4212:					2,116.88	.00	
1609	GRAINGER	9603426538	CARRYING CASE & FACE SHIEL	08/11/2025	112.94	.00	
Total 1609:					112.94	.00	
4271	GRAND TARGHEE RESORT	06302025	JUNE 2025 REIMBURSEMENT	06/30/2025	8,413.00	.00	
Total 4271:					8,413.00	.00	
93	HACH CHEMICAL CO.	14616704	POLY	08/08/2025	8,720.88	.00	
Total 93:					8,720.88	.00	
4988	HD FOWLER COMPANY	I7095294	STIFFENER, GASKET, WHEELS	08/12/2025	203.41	.00	
Total 4988:					203.41	.00	
96	HIGH COUNTRY LINEN	0520958	LAUNDRY	08/06/2025	69.58	.00	
96	HIGH COUNTRY LINEN	0521235	UNIFORMS	09/02/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0521235	UNIFORMS	09/02/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0521235	LAUNDRY	09/02/2025	9.76	.00	
96	HIGH COUNTRY LINEN	0521235	LAUNDRY	09/02/2025	85.30	.00	
96	HIGH COUNTRY LINEN	0521235	UNIFORMS	09/02/2025	22.82	.00	
96	HIGH COUNTRY LINEN	0521235	LAUNDRY	09/02/2025	24.65	.00	
96	HIGH COUNTRY LINEN	0521235	UNIFORMS	09/02/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0521235	UNIFORMS	09/02/2025	20.53	.00	
96	HIGH COUNTRY LINEN	0521785	IAUNDRY	08/11/2025	194.68	.00	
96	HIGH COUNTRY LINEN	0521786	IAUNDRY,MOP , MAT AND LAUN	08/11/2025	71.48	.00	
96	HIGH COUNTRY LINEN	0522525	MATS	08/13/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	9.76	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	20.53	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	24.65	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	37.30	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	9.62	.00	
96	HIGH COUNTRY LINEN	0522666	UNIFORMS	08/14/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0523333	MATS	08/18/2025	53.40	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	9.76	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	21.60	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	23.58	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	129.69	.00	
96	HIGH COUNTRY LINEN	0524156	UNIFORMS	08/21/2025	6.65	.00	
96	HIGH COUNTRY LINEN	S0520881	CLOROX, LYSOL AND TOWLES	08/05/2025	172.19	.00	
96	HIGH COUNTRY LINEN	S0521140	EXPRESS TORK	08/06/2025	126.12	.00	
96	HIGH COUNTRY LINEN	S0521426	JUMBO TP,BLACK LINER HAND	08/07/2025	148.27	.00	
96	HIGH COUNTRY LINEN	S0524342	MATS	08/22/2025	78.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					1,769.78	.00	
7717	HOLLINGSWORTH, JASON	08202025	BAIL REMAINDER REFUND CAS	08/20/2025	75.00	75.00	08/20/2025
Total 7717:					75.00	75.00	
3323	IDAHO TRAFFIC SAFETY, INC.	229327	GLASS BEADS for crosswalk	06/09/2025	850.00	.00	
Total 3323:					850.00	.00	
7711	IGHANI, MEHRNAZ	07232025	INTERPRETER	07/23/2025	280.00	.00	
Total 7711:					280.00	.00	
106	INTERSTATE BATTERY	950006414	MDH	07/14/2025	245.95	.00	
106	INTERSTATE BATTERY	950006581	BATTERIES	07/28/2025	563.85	.00	
106	INTERSTATE BATTERY	950006926	MTP	08/25/2025	439.85	.00	
Total 106:					1,249.65	.00	
2	JACKSON CURBSIDE INC.	00032972	SEPT,OCT,NOV	08/08/2025	885.00	.00	
2	JACKSON CURBSIDE INC.	00032996	SEPT,OCT,NOV	08/08/2025	255.00	.00	
2	JACKSON CURBSIDE INC.	00033011	DOWNTOWN BUS STOP RECY	08/08/2025	2,266.00	.00	
Total 2:					3,406.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1052	FUEL & HOURS FOR JULY & FIX	08/08/2025	116,507.86	.00	
Total 6931:					116,507.86	.00	
7163	JACKSON GROUP LOCKBOX	695001IF	FILTER	05/16/2025	97.55	.00	
7163	JACKSON GROUP LOCKBOX	702245IFX1	PRO TORQ SPINDLE	08/12/2025	570.20	.00	
7163	JACKSON GROUP LOCKBOX	702781IF	SENSOR	08/08/2025	202.01	.00	
7163	JACKSON GROUP LOCKBOX	702890IF	SENSOR	08/12/2025	382.93	.00	
7163	JACKSON GROUP LOCKBOX	702926IF	TUBE	08/12/2025	170.96	.00	
7163	JACKSON GROUP LOCKBOX	703004IF	INLET KIT, CARTRIDGE & AIR D	08/12/2025	1,088.00	.00	
7163	JACKSON GROUP LOCKBOX	703090IF	OIL & FUEL FILTERS & AIR DRY	08/12/2025	1,349.68	.00	
7163	JACKSON GROUP LOCKBOX	703090IFX1	KIT AIR DRYER	08/12/2025	48.74	.00	
7163	JACKSON GROUP LOCKBOX	703139IF	PRO TORQ SPINDLE	08/12/2025	57.02	.00	
7163	JACKSON GROUP LOCKBOX	703645IF	KIT BRAKE	08/19/2025	1,495.88	.00	
7163	JACKSON GROUP LOCKBOX	703645IFX1	KIT BRAKE	08/19/2025	1,495.88	.00	
7163	JACKSON GROUP LOCKBOX	704205IF	CARTRIDGE CORE EXCHANGE	08/26/2025	186.66	.00	
7163	JACKSON GROUP LOCKBOX	704212IF	CARTRIDGE DISICCAN	08/26/2025	186.66	.00	
7163	JACKSON GROUP LOCKBOX	CM7022451FX	CREDIT SPINDLE	08/12/2025	57.02-	.00	
7163	JACKSON GROUP LOCKBOX	CM702245IFX	PRO TORQ SPINDLE	08/12/2025	57.02-	.00	
Total 7163:					7,218.13	.00	
6474	JACKSON HOLE LAW, PC	2653	PROFESSIONAL SERVICES	08/31/2025	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	377601	AD 438275	05/28/2025	45.00	.00	
131	JACKSON HOLE NEWS & GUID	377806	AD 438184	05/31/2025	189.00	.00	
131	JACKSON HOLE NEWS & GUID	379740	STREET OPERATOR	07/30/2025	760.00	.00	
131	JACKSON HOLE NEWS & GUID	380105	N&G	08/06/2025	657.00	.00	
131	JACKSON HOLE NEWS & GUID	380284	AD 440433	08/13/2025	675.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	380328	BOWEN	08/13/2025	35.00	.00	
131	JACKSON HOLE NEWS & GUID	380329	VALENTINE	08/13/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	380431	WATER RESTRICTION	08/20/2025	657.00	.00	
131	JACKSON HOLE NEWS & GUID	380432	AD 440647	08/20/2025	80.00	.00	
131	JACKSON HOLE NEWS & GUID	380433	AD 440649	08/20/2025	945.00	.00	
131	JACKSON HOLE NEWS & GUID	380488	OLD BILLS	08/20/2025	125.00	.00	
131	JACKSON HOLE NEWS & GUID	380734	OLD BILLS	08/27/2025	125.00	.00	
Total 131:					4,323.00	.00	
114	JACKSON LUMBER INC	0001079457-0	RUNNERWHITE,TEEWHITE AND	04/08/2025	303.85	.00	
114	JACKSON LUMBER INC	0001081552-0	WAFERBOARD	04/15/2025	100.35	.00	
114	JACKSON LUMBER INC	0001082444-0	DURABEAD CORNER	04/17/2025	24.05	.00	
Total 114:					428.25	.00	
7714	JEFF GROVER	08032025	BOOTS	08/03/2025	100.00	.00	
Total 7714:					100.00	.00	
7442	JOE JOHNSON EQUIPMENT	U00060	VACTOR SEWER VACCUM TRU	08/26/2025	487,321.00	.00	
Total 7442:					487,321.00	.00	
139	JORGENSEN ASSOCIATES, PC	56686	GREGORY LANE	08/04/2025	9,516.56	.00	
139	JORGENSEN ASSOCIATES, PC	56686	GREGORY LANE	08/04/2025	4,392.26	.00	
139	JORGENSEN ASSOCIATES, PC	56686	GREGORY LANE	08/04/2025	4,392.26	.00	
139	JORGENSEN ASSOCIATES, PC	56686	GREGORY LANE	08/04/2025	4,392.26	.00	
139	JORGENSEN ASSOCIATES, PC	56686	GREGORY LANE	08/04/2025	9,516.56	.00	
139	JORGENSEN ASSOCIATES, PC	56686	GREGORY LANE	08/04/2025	9,516.56	.00	
139	JORGENSEN ASSOCIATES, PC	56727	SUMMER FLOW MONITORING	08/07/2025	971.25	.00	
139	JORGENSEN ASSOCIATES, PC	56727	SUMMER FLOW MONITORING	08/07/2025	971.25	.00	
Total 139:					43,668.96	.00	
7719	KYLE, ALISON	082725	CASE 25-07-0052	08/27/2025	175.00	175.00	08/27/2025
Total 7719:					175.00	175.00	
7716	LAKESIDE AUTO GLASS	000144	GLASS	08/19/2025	177.91	.00	
Total 7716:					177.91	.00	
7236	LEGEND HYDROVACING, INC	3234	rodeo and fair grounds	08/05/2025	1,900.00	.00	
7236	LEGEND HYDROVACING, INC	3234	rodeo and fair grounds	08/05/2025	1,900.00	.00	
Total 7236:					3,800.00	.00	
5691	LEPCO	63196	CHEMICALS	08/21/2025	789.32	.00	
5691	LEPCO	63259	START BUS WATER SOFTNER	08/25/2025	277.50	.00	
Total 5691:					1,066.82	.00	
7681	LEVEL 3 COMMUNICATIONS, LL	748236893	VOICE & IP SERVICES	08/01/2025	1,386.94	.00	
Total 7681:					1,386.94	.00	
7715	LOTUS ENGINEERING & SUSTA	0001845	GHG PROJECT	08/10/2025	2,905.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7715:					2,905.00	.00	
7048	M. NEILS ENGINEERING, INC	16994	construction documents	07/29/2025	5,973.12	5,973.12	08/12/2025
Total 7048:					5,973.12	5,973.12	
1235	MOTOROLA SOLUTIONS, INC	1187147870	SUBSCRIBER PROGRAMMING	05/27/2025	4,428.66	.00	
1235	MOTOROLA SOLUTIONS, INC	8282182342	PORTABLE ANNTENA	08/13/2025	92.80	.00	
Total 1235:					4,521.46	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7865045001	TAPE & SEAL	08/01/2025	132.42	.00	
Total 4623:					132.42	.00	
257	NAPA AUTO PARTS INC.	315887	CARTRIDGE & CLEANER	06/20/2025	50.45	.00	
257	NAPA AUTO PARTS INC.	316582	AIR FILTER & BEARING	06/24/2025	125.03	.00	
257	NAPA AUTO PARTS INC.	327436	SPARK PLUG	08/04/2025	115.04	.00	
257	NAPA AUTO PARTS INC.	327651	SPARK PLUG	08/05/2025	115.04	.00	
257	NAPA AUTO PARTS INC.	327944	OIL FILTER	08/06/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	328241	PEN & CLEANER	08/06/2025	50.47	.00	
257	NAPA AUTO PARTS INC.	328423	AIR & OIL FILTER	08/07/2025	24.39	.00	
257	NAPA AUTO PARTS INC.	328534	OIL	08/07/2025	42.63	.00	
257	NAPA AUTO PARTS INC.	329230	PLATINUM KIT	08/11/2025	67.98	.00	
257	NAPA AUTO PARTS INC.	329916	GLOW PLUG & HEADLIGHT	08/13/2025	38.98	.00	
257	NAPA AUTO PARTS INC.	330285	GLOW PLUG	08/14/2025	83.97	.00	
257	NAPA AUTO PARTS INC.	330525	TRICO FORCE BLADE	08/15/2025	331.09	.00	
257	NAPA AUTO PARTS INC.	330566	BIT SKT DRILL BIT	08/15/2025	29.98	.00	
257	NAPA AUTO PARTS INC.	330568	SPARK PL	08/15/2025	111.96	.00	
257	NAPA AUTO PARTS INC.	330703	FUSE HOLDER	08/15/2025	16.99-	.00	
257	NAPA AUTO PARTS INC.	331234	AIR AND FUEL FILTERS	08/18/2025	221.36	.00	
257	NAPA AUTO PARTS INC.	331488	FLEX TUBING	08/19/2025	38.47	.00	
257	NAPA AUTO PARTS INC.	331530	U BOLT	08/19/2025	10.79	.00	
257	NAPA AUTO PARTS INC.	331548	AIT FILTER	08/19/2025	20.46	.00	
257	NAPA AUTO PARTS INC.	332426	ELECT BATTERY	08/22/2025	33.72	.00	
257	NAPA AUTO PARTS INC.	332631	NAPA GOLD	08/22/2025	46.66	.00	
257	NAPA AUTO PARTS INC.	332633	NAPA GOLD	08/22/2025	15.15	.00	
257	NAPA AUTO PARTS INC.	332945	BRUSH HEAD	08/25/2025	12.20	.00	
Total 257:					1,573.38	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	519.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	108.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	84.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	216.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	7,040.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	5,580.00	.00	
7295	NATIONAL TRADE SUPPLY, LLC	INV0135331	AIR DUST AIR FILTERS	08/14/2025	96.00	.00	
Total 7295:					13,643.00	.00	
187	NELSON ENGINEERING	68105	TOJ HIGH SCHOOL ROAD WAT	08/05/2025	3,850.00	.00	
187	NELSON ENGINEERING	68105	TOJ HIGH SCHOOL RD WATER	08/05/2025	26,367.20	.00	
187	NELSON ENGINEERING	68121	HILLSIDE PLAT	08/11/2025	190.00	.00	
Total 187:					30,407.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
506	NORTH PARK TRANSPORTATIO	073125	NORTH PARK EASEMENT FOR	07/31/2025	1,500.00	.00	
Total 506:					1,500.00	.00	
1504	ONE CALL OF WYOMING	76446	TICKETS FOR JULY CDC CODE	08/08/2025	176.93	.00	
1504	ONE CALL OF WYOMING	76446	TICKETS FOR JULY CDC CODE	08/08/2025	176.92	.00	
Total 1504:					353.85	.00	
3222	OTIS ELEVATOR COMPANY	100401939570	MAINTENANCE SERVICE	05/12/2025	3,325.96	.00	
3222	OTIS ELEVATOR COMPANY	100401939570	MAINTENANCE SERVICE	05/12/2025	302.36	.00	
Total 3222:					3,628.32	.00	
7703	OUTBACK LANDSCAPE OF WY	50576	MOWING	06/30/2025	172.00	.00	
7703	OUTBACK LANDSCAPE OF WY	50577	MOWING	06/30/2025	125.00	.00	
7703	OUTBACK LANDSCAPE OF WY	50578	MOWING IN JUNE	06/30/2025	354.00	.00	
Total 7703:					651.00	.00	
4398	PALAZZOLO, MICHAEL	08182025	MONTHLY IT HARDWARE PMT	08/18/2025	77.83	.00	
Total 4398:					77.83	.00	
7718	PATRICIA ANN TRUST WEBER	073125	WEBER EASEMENT PAYMENT	07/31/2025	9,500.00	.00	
Total 7718:					9,500.00	.00	
7052	PITTS, JASON	08152025	TRAVEL	08/15/2025	348.00	.00	
7052	PITTS, JASON	081525	TRAVEL	08/15/2025	285.00	.00	
Total 7052:					633.00	.00	
7242	PITTS, SAMANTHA	082525	MONTHY IT PHONE	08/25/2025	77.83	.00	
Total 7242:					77.83	.00	
4894	PLATT	6M40701	IMT COVER	07/31/2025	27.44	.00	
Total 4894:					27.44	.00	
7591	POINT S REXBURG	1268913	TIRES	08/04/2025	1,072.48	.00	
Total 7591:					1,072.48	.00	
6483	PREMIER TRUCK- SALT LAKE C	775740306	BELT	08/11/2025	176.40	.00	
6483	PREMIER TRUCK- SALT LAKE C	775742778	CORE DEPOSIT	08/15/2025	918.88	.00	
Total 6483:					1,095.28	.00	
6649	QUADIENT LEASING USA, INC.	Q1967659	LEASE PAYMENT	08/05/2025	541.68	.00	
Total 6649:					541.68	.00	
7712	REDDY, JENNIFER	08122025	RESTITUTION PMT CASE 24-02-	08/12/2025	6,069.35	6,069.35	08/12/2025
Total 7712:					6,069.35	6,069.35	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7341	RICH, SAMUEL	0805252804	SCRA SET	08/05/2025	62.25	.00	
7341	RICH, SAMUEL	0812253058	PENTAGON SKT	08/12/2025	163.50	.00	
7341	RICH, SAMUEL	0812253062	BHX WRSET	08/12/2025	43.75	.00	
7341	RICH, SAMUEL	0812253063	HEADLAMP	08/12/2025	100.00	.00	
7341	RICH, SAMUEL	0812253064	GREASE & HUB CAP TOOL	08/12/2025	109.50	.00	
7341	RICH, SAMUEL	0812253065	WRENCH	08/12/2025	210.50	.00	
7341	RICH, SAMUEL	0819253220	PLASTIC CUTTER AND BIT	08/19/2025	81.00	.00	
	Total 7341:				770.50	.00	
4548	SILVER CREEK SUPPLY	0022393713-0	PVC CAP, COUPLER, BUSHING	07/30/2025	45.68	.00	
	Total 4548:				45.68	.00	
5632	SNAKE RIVER MEP COMPLETE,	15012	START BUS REEL REPAIR	08/21/2025	1,310.75	.00	
	Total 5632:				1,310.75	.00	
3961	SPECTRUM	173067801080	INTERNET	08/07/2025	99.99	.00	
	Total 3961:				99.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647162	EXAM	06/24/2025	212.56	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647163	SPAY	06/24/2025	120.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647946	DOCTOR VISIT	07/08/2025	49.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647946-2	DOCTOR VISIT	07/08/2025	49.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647946-3	DOCTOR VISIT	07/08/2025	49.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647946-4	EXAM	07/08/2025	342.93	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647946-5	CANINE SPAY	07/08/2025	509.26	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649242	VACCINES	07/28/2025	26.23-	.00	
	Total 1505:				1,308.37	.00	
241	ST JOHN'S HOSPITAL	50001039	DRAW AND COLLECTION FEE	07/31/2025	65.00	.00	
	Total 241:				65.00	.00	
7227	STEPHENS, TALON	082725	CELL PHONE	08/27/2025	77.83	.00	
	Total 7227:				77.83	.00	
1054	SUNRISE ENVIRONMENTAL	155845	KRYSTAL ICE AEROSOL	08/19/2025	641.88	.00	
	Total 1054:				641.88	.00	
1443	TETON COUNTY CLERK	08182025	PARK AND REC MONTHLY CON	08/18/2025	205,545.42	.00	
1443	TETON COUNTY CLERK	08182025-2	HOUSING MONTHLY CONTRIBU	08/18/2025	49,582.08	.00	
1443	TETON COUNTY CLERK	08182025-3	FIRE EMS MONTHLY CONTRIB	08/18/2025	262,168.58	.00	
	Total 1443:				517,296.08	.00	
581	TETON COUNTY INTEGRATED	10867	CARBOARD PICKUP	04/01/2025	246.00	.00	
581	TETON COUNTY INTEGRATED	11218	SHREDDING	08/01/2025	125.65	.00	
581	TETON COUNTY INTEGRATED	735998	YARD WASTE	07/11/2025	987.00	987.00	08/12/2025
581	TETON COUNTY INTEGRATED	736002	YARD WASTE	08/11/2025	219.00	219.00	08/12/2025
581	TETON COUNTY INTEGRATED	736023	YARD WASTE	07/11/2025	138.00	138.00	08/12/2025
581	TETON COUNTY INTEGRATED	736032	YARD WASTE	07/11/2025	97.00	97.00	08/12/2025
581	TETON COUNTY INTEGRATED	736056	YARD WASTE	07/11/2025	116.00	116.00	08/12/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
581	TETON COUNTY INTEGRATED	743136	DEMO	08/18/2025	56.00	.00	
Total 581:					1,984.65	1,557.00	
3029	TETON COUNTY SHERIFF'S OF	08112025	APR-JUNE 2025 EXPENSES	08/11/2025	4,101.79	.00	
3029	TETON COUNTY SHERIFF'S OF	08122025	JAN-MARCH 2025 EXPENSES	08/12/2025	1,457.33	.00	
Total 3029:					5,559.12	.00	
55	TETON COUNTY SHERIFF'S-JAI	706	JULY	08/05/2025	2,450.00	.00	
Total 55:					2,450.00	.00	
1614	TETON COUNTY-FUND 10	073125	COUNTY PLANNING STAFF	07/31/2025	6,379.20	.00	
1614	TETON COUNTY-FUND 10	073125	COUNTY TRANSPORTATION ST	07/31/2025	7,854.08	.00	
1614	TETON COUNTY-FUND 10	08132025	PATHWAYS JULY 2025	08/13/2025	8,646.39	.00	
1614	TETON COUNTY-FUND 10	08132025-2	EMERGENCY MGT JULY 2025	08/13/2025	11,650.52	.00	
1614	TETON COUNTY-FUND 10	08142025	DISPATCH JULY 2025	08/14/2025	57,546.26	.00	
Total 1614:					92,076.45	.00	
3027	TETON COUNTY-FUND 13	08122025	CAPITAL JULY 2025	08/12/2025	12,829.45	.00	
Total 3027:					12,829.45	.00	
268	TETON MOTORS INC	5114009 1	SEAL, GASKET & BOLTS	08/11/2025	206.32	.00	
268	TETON MOTORS INC	5114015 1	TRANS	08/12/2025	6,870.29	.00	
268	TETON MOTORS INC	5114046 1	MIRROR	08/14/2025	391.19	.00	
268	TETON MOTORS INC	5114047 1	SHAFT	08/14/2025	181.35	.00	
268	TETON MOTORS INC	5114073 1	GASKET,UMP,O RING,KIT,NUT,B	08/18/2025	1,690.00	.00	
268	TETON MOTORS INC	5114107 1	GEAR	08/21/2025	38.16	.00	
Total 268:					9,377.31	.00	
3237	THE AFTERMARKET PARTS CO	83814044	CORNER PANEL	06/05/2025	861.45	.00	
3237	THE AFTERMARKET PARTS CO	83833273	POWER STEERING PUMP	06/19/2025	250.67	.00	
3237	THE AFTERMARKET PARTS CO	83892845	STEERING SHAFT	08/05/2025	509.68	.00	
3237	THE AFTERMARKET PARTS CO	83900874	ASSY TREADLE ACCL ISL	08/08/2025	310.06	.00	
Total 3237:					1,931.86	.00	
70	THYSSEN KRUPP ELEVATOR C	3008770333	CONTRACT	08/01/2025	4,843.22	4,843.22	08/11/2025
70	THYSSEN KRUPP ELEVATOR C	6000813868	CONTRACT	07/25/2025	1,850.00	1,850.00	08/11/2025
Total 70:					6,693.22	6,693.22	
6363	TMSC LLC	2025-005-13	SERVER ROOM	08/26/2025	5,216.00	.00	
Total 6363:					5,216.00	.00	
5298	TOOLSON TELEPHONE, INC	10340	WORK ON PHONE LINE	07/23/2025	440.80	440.80	08/11/2025
Total 5298:					440.80	440.80	
7617	TRANSPORTATION MANAGEME	1156-05	5 YEAR TRANSIT DEV PLAN AN	07/03/2025	20,514.06	20,514.06	08/11/2025
7617	TRANSPORTATION MANAGEME	1156-06	DEVELOPMENT PLAN	08/12/2025	6,122.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7617:					26,636.78	20,514.06	
7284	UCM DIGITAL HEALTH, INC	49758	AUG 2025	08/01/2025	1,190.00	1,190.00	08/22/2025
Total 7284:					1,190.00	1,190.00	
4649	ULINE	196224981	EYEWASH ISPECTION RECORD	08/05/2025	1,845.52	.00	
Total 4649:					1,845.52	.00	
777	UPPER CASE PRINTING INK	3467	WATER RESTRICTIONS	08/07/2025	840.00	.00	
Total 777:					840.00	.00	
1949	VERIZON WIRELESS	6119996762	JULY SERVICES	08/01/2025	10,120.73	.00	
Total 1949:					10,120.73	.00	
6319	VIRGINIAN VILLAGE CONDO H	1316	Q3 Association Dues @ $225 / m	07/01/2025	675.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	1316	Q3 Association Dues @ $225 / m	07/01/2025	675.00	.00	
Total 6319:					1,350.00	.00	
5022	VISION SERVICE PLAN - (WY)	823249046	AUGUST 2025	07/17/2025	1,961.00	1,961.00	08/22/2025
Total 5022:					1,961.00	1,961.00	
4893	VWR INTERNATIONAL LLC	8819670213	CYLINDER	08/06/2025	55.55	.00	
4893	VWR INTERNATIONAL LLC	8819670214	CYLINDER	08/06/2025	86.20	.00	
4893	VWR INTERNATIONAL LLC	8819673770	CYLINDER	08/06/2025	98.14	.00	
Total 4893:					239.89	.00	
1358	WAMCAT	07012025	RENEWAL	07/01/2025	75.00	.00	
Total 1358:					75.00	.00	
244	WATTS STEAM STORE ROCKY	7373655	SERVICE BURN FURNACE	08/22/2025	817.24	.00	
Total 244:					817.24	.00	
6226	WEST COAST CODE CONSULT	UT25-579B-00	REVIEWS JUNE 2025	07/03/2025	3,320.00	3,320.00	08/12/2025
6226	WEST COAST CODE CONSULT	UT25-579B-00	PLAN REVIEW	08/01/2025	4,015.00	.00	
6226	WEST COAST CODE CONSULT	UT25-579N-00	INSPECTIONS JUNE 2025	07/07/2025	2,245.00	2,245.00	08/12/2025
Total 6226:					9,580.00	5,565.00	
472	WHITE GLOVE CLEANING, INC.	2312B	CLEAING UNIT 13	07/31/2025	218.79	.00	
472	WHITE GLOVE CLEANING, INC.	2317B	CLEANING UNIT 26	08/10/2025	67.82	.00	
Total 472:					286.61	.00	
6704	WSP USA INC.	40222291	stormmgtm program phase 2	06/20/2025	21,541.68	.00	
6704	WSP USA INC.	40237028	storm water management	08/30/2025	12,485.89	.00	
Total 6704:					34,027.57	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7065	WYOMING LAW ENFORCEMEN	08142025	OFFICER EDUCATION TRAININ	08/14/2025	170.00	.00	
Total 7065:					170.00	.00	
2842	YELLOW IRON WASTE, LLC	250701741402	TRASH	06/30/2025	48.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052691	TRASH	07/31/2025	96.00	.00	
2842	YELLOW IRON WASTE, LLC	250805795295	TRASH	08/05/2025	39.68	.00	
Total 2842:					183.68	.00	
6719	ZOOM VIDEO COMMUNICATION	INV319031064	WEBINAR ANNUAL FEES	08/25/2025	5,618.57	.00	
Total 6719:					5,618.57	.00	
Grand Totals:					1,940,744.41	64,517.09	

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

City Treasurer: _____

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

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = 7446,156

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	2,793.00	2,793.00	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	711.56	711.56	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	64.95	64.95	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	499.99	499.99	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	499.99	499.99	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	165.00	165.00	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	78.99	78.99	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	71.64	71.64	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	10.00	10.00	08/19/2025
7446	ELAN ONE CARD	07312025	IT 7309	07/31/2025	89.85	89.85	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	107.22	.00	08/08/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	126.94	.00	08/08/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	1,500.00	1,500.00	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	102.69	102.69	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	76.38	76.38	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	301.50	301.50	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	51.21	51.21	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	21.56	21.56	08/19/2025
7446	ELAN ONE CARD	07312025	VICTIM SERVICES 1944	07/31/2025	461.05	461.05	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	29.97	.00	08/08/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	158.70	.00	08/08/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	495.00	495.00	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	935.00	935.00	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	660.00	660.00	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	26.99	26.99	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	658.86	658.86	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	87.75	87.75	08/19/2025
7446	ELAN ONE CARD	07312025	COMMUNITY DEVELOPMENT 3	07/31/2025	80.88	80.88	08/19/2025
7446	ELAN ONE CARD	07312025	START OPERATIONS 4059	07/31/2025	28.00	28.00	08/19/2025
7446	ELAN ONE CARD	07312025	START OPERATIONS 4059	07/31/2025	28.00	28.00	08/19/2025
7446	ELAN ONE CARD	07312025	START OPERATIONS 4059	07/31/2025	146.05	146.05	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	9.90	.00	08/08/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	16.11	.00	08/08/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	45.43	45.43	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	20.51	20.51	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	45.83	45.83	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	53.39	53.39	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	84.46	84.46	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	10.47	10.47	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	39.98	39.98	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	346.16	346.16	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	383.40	383.40	08/19/2025
7446	ELAN ONE CARD	07312025	START ADMIN 9251	07/31/2025	32.17	32.17	08/19/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	327.79	.00	08/08/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	21.38	.00	08/08/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	49.59	49.59	08/19/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	40.97	40.97	08/19/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	14.27	14.27	08/19/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	108.26	108.26	08/19/2025
7446	ELAN ONE CARD	07312025	ANIMAL SHELTER 3324	07/31/2025	66.37	66.37	08/19/2025
7446	ELAN ONE CARD	07312025	CHIEF 0494	07/31/2025	16.00	16.00	08/19/2025
7446	ELAN ONE CARD	07312025	JPD TRAINING TWO 6480	07/31/2025	246.40	.00	08/08/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312025	JPD TRAINING TWO 6480	07/31/2025	193.98	193.98	08/19/2025
7446	ELAN ONE CARD	07312025	JPD TRAINING TWO 6480	07/31/2025	125.00	125.00	08/19/2025
7446	ELAN ONE CARD	07312025	JPD TRAINING TWO 6480	07/31/2025	693.36	693.36	08/19/2025
7446	ELAN ONE CARD	07312025	JPD TRAINING TWO 6480	07/31/2025	139.90	139.90	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	26.38	.00	08/08/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	445.00	.00	08/08/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	170.93	.00	08/08/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	190.00	190.00	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	140.14	140.14	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	19.03	19.03	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	40.11	40.11	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	25.49	25.49	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	248.60	248.60	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	13.91	13.91	08/19/2025
7446	ELAN ONE CARD	07312025	DETECTIVE SGT 6677	07/31/2025	37.50	37.50	08/19/2025
7446	ELAN ONE CARD	07312025	WWTP 2901	07/31/2025	199.49	199.49	08/19/2025
7446	ELAN ONE CARD	07312025	WWTP 2901	07/31/2025	199.48	199.48	08/19/2025
7446	ELAN ONE CARD	07312025	WWTP 2901	07/31/2025	42.96	42.96	08/19/2025
7446	ELAN ONE CARD	07312025	WWTP 2901	07/31/2025	20.00	20.00	08/19/2025
7446	ELAN ONE CARD	07312025	ADMINISTRATOR 3567	07/31/2025	688.00	688.00	08/19/2025
7446	ELAN ONE CARD	07312025	ADMINISTRATOR 3567	07/31/2025	450.00	450.00	08/19/2025
7446	ELAN ONE CARD	07312025	ADMINISTRATOR 3567	07/31/2025	108.91	108.91	08/19/2025
7446	ELAN ONE CARD	07312025	FACILITIES 4135	07/31/2025	654.19	654.19	08/19/2025
7446	ELAN ONE CARD	07312025	FACILITIES 4135	07/31/2025	133.84	133.84	08/19/2025
7446	ELAN ONE CARD	07312025	JPD TRAINING ONE 7130	07/31/2025	65.00	65.00	08/19/2025
7446	ELAN ONE CARD	07312025	JPD TRAINING ONE 7130	07/31/2025	44.92	44.92	08/19/2025
7446	ELAN ONE CARD	07312025	STREETS 4277	07/31/2025	10.00-	10.00-	08/19/2025
7446	ELAN ONE CARD	07312025	STREETS 4277	07/31/2025	330.00	330.00	08/19/2025
7446	ELAN ONE CARD	07312025	STREETS 4277	07/31/2025	223.20	223.20	08/19/2025
7446	ELAN ONE CARD	07312025	PW FLEET 0463	07/31/2025	147.58	147.58	08/19/2025
7446	ELAN ONE CARD	07312025	JPD LT 7867	07/31/2025	23.32	23.32	08/19/2025
7446	ELAN ONE CARD	07312025	JPD LT 7867	07/31/2025	26.01	26.01	08/19/2025
7446	ELAN ONE CARD	07312025	JPD LT 7867	07/31/2025	39.40	39.40	08/19/2025
7446	ELAN ONE CARD	07312025	PLANNING 5582	07/31/2025	366.90	366.90	08/19/2025
7446	ELAN ONE CARD	07312025	BUILDING 8958	07/31/2025	2,729.29	2,729.29	08/19/2025
7446	ELAN ONE CARD	07312025	FINANCE 9639	07/31/2025	312.00	312.00	08/19/2025
7446	ELAN ONE CARD	07312025	FINANCE 9639	07/31/2025	120.00	120.00	08/19/2025
7446	ELAN ONE CARD	07312025	FINANCE 9639	07/31/2025	173.58	173.58	08/19/2025
7446	ELAN ONE CARD	07312025	PW ADMIN 4874	07/31/2025	171.20	.00	08/08/2025
7446	ELAN ONE CARD	07312025	PW ADMIN 4874	07/31/2025	134.71	.00	08/08/2025
7446	ELAN ONE CARD	07312025	PW ADMIN 4874	07/31/2025	160.02	160.02	08/19/2025
7446	ELAN ONE CARD	07312025	JPD SGT 2280	07/31/2025	158.97	158.97	08/19/2025
7446	ELAN ONE CARD	07312025	JPD SGT 2280	07/31/2025	51.75	51.75	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	77.93	.00	08/08/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	89.00	.00	08/08/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	487.50	487.50	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	125.00	125.00	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	349.00	349.00	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	16.39	.00	08/08/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	83.62	83.62	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	56.52	56.52	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	220.00	220.00	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	61.55	61.55	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	267.71	267.71	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	175.87	175.87	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	169.00	169.00	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	169.00	169.00	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	3.52	3.52	08/19/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	75.00	75.00	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	8.48	8.48	08/19/2025
7446	ELAN ONE CARD	07312025	INTERNAL SERVICES 7099	07/31/2025	13.90	13.90	08/19/2025
Total 7446:					25,770.60	23,594.65	
156	LOWER VALLEY ENERGY INC	90125	355 W Deloney E5 - September R	09/01/2025	3,000.00	3,000.00	08/11/2025
156	LOWER VALLEY ENERGY INC	92050-002 07-	3150 S ADAMS CANYON DR, JA	07/31/2025	202.90	202.90	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-003 07-	SPRUCE DR PUMP HOUSE, JA	07/31/2025	430.45	430.45	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-008 07-	CEMETERY, JACKSON, WY | 20	07/31/2025	21.48	21.48	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-010 07-	ELY SPRINGS RD WELL 6,7,8, J	07/31/2025	2,748.35	2,748.35	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-014 07-	135 E BROADWAY AVE HEAT TA	07/31/2025	19.83	19.83	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-017 07-	WASTE WATER TRTMT INTERM	07/31/2025	28.00	28.00	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-019 07-	RANGEVIEW DR LIFT PUMP CO	07/31/2025	63.24	63.24	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-021 07-	150 E PEARL AVE, JACKSON, W	07/31/2025	1,143.99	1,143.99	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-024 07-	1605 BERGER LN SEWER LIFT	07/31/2025	20.82	20.82	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-025 07-	450 W SNOW KING AVE NEW S	07/31/2025	580.19	580.19	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-026 07-	450 W SNOW KING AVE SHOP, J	07/31/2025	125.01	125.01	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-044 07-	610 SNOW KING DR ESTATES B	07/31/2025	274.33	274.33	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-047 07-	WASTE WATER TRTMT UV BLD	07/31/2025	38.00	38.00	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-049 07-	WASTE WATER TRTMT PTB 545	07/31/2025	14,959.18	14,959.18	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-050 07-	2 MG TANK, JACKSON, WY | 200	07/31/2025	19.74	19.74	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-051 07-	WELL #5 KARNS MEADOW DR,	07/31/2025	3,586.43	3,586.43	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-052 07-	675 E BROADWAY AVE WELL #1	07/31/2025	3,502.80	3,502.80	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-053 07-	WELLS #2 & #3, JACKSON, WY	07/31/2025	4,041.58	4,041.58	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-054 07-	CITY WELL ELK REF 1, JACKSO	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-055 07-	CITY WELL ELK REF 2, JACKSO	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-056 07-	CITY WELL ELK REF 3, JACKSO	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-059 07-	440 W SNOW KING AVE POLICE	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-060 07-	400 W SNOW KING AVE S GAR,	07/31/2025	35.49	35.49	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-061 07-	400 W SNOW KING AVE PUBLIC	07/31/2025	71.48	71.48	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-074 07-	CRABTREE LN THAW WELL #2,	07/31/2025	27.34	27.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-075 07-	HIGH SCHOOL RD THAW WELL	07/31/2025	25.65	25.65	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-077 07-	685 E HANSEN AVE, JACKSON,	07/31/2025	67.34	67.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-078 07-	145 W HANSEN AVE FRONT, JA	07/31/2025	109.01	109.01	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-079 07-	145 W HANSEN AVE BACK, JAC	07/31/2025	74.64	74.64	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-082 07-	400 W SNOW KING AVE E STOR	07/31/2025	32.65	32.65	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-089 07-	685 E HANSEN AVE, JACKSON,	07/31/2025	24.39	24.39	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-090 07-	955 MAPLE WAY, JACKSON, WY	07/31/2025	63.42	63.42	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-092 07-	3150 S ADAMS CANYON DR ANI	07/31/2025	48.58	48.58	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-102 07-	145 W HANSEN AVE FRONT, JA	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	07/31/2025	2,763.18	2,763.18	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-106 07-	940 SIMON LN, JACKSON, WY |	07/31/2025	79.71	79.71	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-114 07-3	210 N CACHE ST HOME RANCH	07/31/2025	289.18	289.18	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-126 07-	SPRING WATER LN LIFT STATIO	07/31/2025	31.63	31.63	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-127 07-	3337 S CODY CREEK DR LIFT S	07/31/2025	178.05	178.05	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-131 07-	195 E DELONEY AVE RESTROO	07/31/2025	184.76	184.76	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-132 07-	160 S MILLWARD ST PARKING	07/31/2025	1,762.78	1,762.78	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-134 07-	160 S MILLWARD ST PARKING	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-334 07-	JOSEPHINE LOOP LOT 15 LIFT	07/31/2025	68.01	68.01	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-341 07-	210 N CACHE ST HOME RANCH	07/31/2025	34.05	34.05	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-345 07-	930 SIMON LN, JACKSON, WY |	07/31/2025	69.64	69.64	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-356 07-	55 KARNS MEADOW DR START	07/31/2025	820.52	820.52	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-357 07-	55 KARNS MEADOW DR START	07/31/2025	943.43	943.43	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-359 07-	MILLER PARK PARKING LOT CH	07/31/2025	330.50	330.50	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-361 07-	625 W BROADWAY AVE NEW P	07/31/2025	187.96	187.96	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-363 07-	455 VINE ST UTIL, JACKSON, W	07/31/2025	46.41	46.41	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-364 07-	65 VIRGINIAN LN #5, JACKSON,	07/31/2025	39.94	39.94	08/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-365 07-	65 VIRGINIAN LN #7, JACKSON,	07/31/2025	52.03	52.03	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-367 07-	455 VINE ST APT #3, JACKSON,	07/31/2025	69.06	69.06	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-368 07-	455 VINE ST APT #4, JACKSON,	07/31/2025	74.55	74.55	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-370 07-	2022 WILDFLOWER CT, JACKS	07/31/2025	6.34	6.34	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-371 07-	2022 WILDFLOWER CT, JACKS	07/31/2025	30.49	30.49	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-374 07-	455 VINE ST APT #1, JACKSON,	07/31/2025	41.17	41.17	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-375 07-	155 E PEARL AVE, JACKSON, W	07/31/2025	23.43	23.43	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-376 07-	149 E PEARL AVE, JACKSON, W	07/31/2025	36.54	36.54	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-378 07-	145 E PEARL AVE #A EAST, JAC	07/31/2025	35.18	35.18	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-383 07-	SNOW KING DR WATER TANK C	07/31/2025	19.70	19.70	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-385 07-	85 N SPRING GULCH RD SPRIN	07/31/2025	213.51	213.51	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-388 07-	121 SHERWOOD CT BLDG 2 BU	07/31/2025	28.09	28.09	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-389 07-	1640 MARTIN LN LIFT STATION,	07/31/2025	23.10	23.10	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-390 07-	400 W SNOW KING AVE HOUSI	07/31/2025	214.04	214.04	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-391 07-	400 W SNOW KING AVE PARK M	07/31/2025	53.42	53.42	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-392 07-	400 W SNOW KING AVE ADMIN,	07/31/2025	351.84	351.84	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-393 07-	400 W SNOW KING AVE EMPLO	07/31/2025	435.37	435.37	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-395 07-	145 E PEARL AVE #C LOFT, JAC	07/31/2025	90.65	90.65	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-396 07-	145 E PEARL AVE HSE/CMN, JA	07/31/2025	89.32	89.32	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-397 07-	145 E PEARL AVE #B WEST, JA	07/31/2025	32.83	32.83	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-398 07-	155 E PEARL AVE, JACKSON, W	07/31/2025	52.54	52.54	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-399 07-	155 E PEARL AVE, JACKSON, W	07/31/2025	54.14	54.14	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-401 07-	455 VINE ST APT #2, JACKSON,	07/31/2025	27.03	27.03	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-405 07-	3585 S CANADIAN DR, JACKSO	07/31/2025	144.13	144.13	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-406 07-	3585 S CANADIAN DR, JACKSO	07/31/2025	6.25	6.25	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-407 07-	130 E KELLY AVE #23, JACKSO	07/31/2025	36.48	36.48	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-411 07-3	1540 MARTIN LN H-FRAME MET	07/31/2025	22.91	22.91	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-416 07-	350 N MILLWARD ST #5, JACKS	07/31/2025	30.56	30.56	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-418 07-	355 W DELONEY AVE E-5, JACK	07/31/2025	42.68	42.68	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-419 07-	55 VIRGINIAN LN #4, JACKSON,	07/31/2025	69.13	69.13	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-420 07-	355 W DELONEY AVE A-5, JACK	07/31/2025	37.98	37.98	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-422 07-	126 ASPEN DR, JACKSON, WY	07/31/2025	43.14	43.14	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-423 07-	120 ASPEN DR, JACKSON, WY	07/31/2025	42.96	42.96	08/06/2025
156	LOWER VALLEY ENERGY INC	92050-424 07-	69 VIRGINIAN LN #7, JACKSON,	07/31/2025	39.51	39.51	08/06/2025
Total 156:					45,824.20	45,824.20	
Grand Totals:					71,594.80	69,418.85	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above $0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = 7446,156

MUNICIPAL COURT, TOWN OF JACKSON – TETON COUNTY, WYOMING

Monthly Finance Report- July 2025

- During the month of July, the Court received $33,554 in fines, costs, and fees.
- 374 Cases were closed. 74 (45 parking violations) of those cases were dismissed.
- 569 new Cases were filed: 477 Parking Violations, 92 Traffic/Ordinance/Criminal summons.

The abbreviations used below can be defined as: BF= Bond Forfeiture (includes $10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine, G=Found Guilty at Trial, DA=Deferred Adjudication, D=Dismissed, D-TS= Dismissed with Traffic School

CASES CLOSED IN JULY (Parking offenses not listed):

CITATION	OFFENSE	DISPOSITION	$
186007750AC	Breach of peace	BF	360
186006671AC	Careless Driving	BF	240
186007312AC	Expired temporary permit/improper registration	BF	140
186007568AC	Expired temporary permit/improper registration	BF	140
186007681AC	Expired temporary permit/improper registration	BF	140
186007781AC	Expired temporary permit/improper registration	BF	140
186006903AC	Failure to Obey Traffic Control Device	BF	140
186007073AC	Failure to Obey Traffic Control Device	BF	140
186007677AC	Failure to Obey Traffic Control Device	BF	140
186007691AC	Failure to stop at a red light	BF	140
186007771AC	Failure to yield ROW	BF	90
186007673AC	Following too Close	BF	90
186007675AC	Following too Close	BF	90
186007707AC	Leaving motor vehicle unattended	BF	90
186007559AC	Limitations on Backing	BF	90
186007320AC	Marijuana: use and/or possession	BF	250
186007795AC	Proceed with caution on flashing yellow signal	BF	90
186007194AC	Public intoxication	BF	175
186007567AC	Public intoxication	BF	175
186007594AC	Public intoxication	BF	175
186007641AC	Public intoxication	BF	175
186007664AC	Public intoxication	BF	0
186007670AC	Public intoxication	BF	175

186007715AC	**Public intoxication**	**BF**	**175**
186007552AC	**Public Urination**	**BF**	**120**
186007780AC	**Speeding 35/25**	**BF**	**105**
186007820AC	**Speeding 39/25**	**BF**	**130**
186007713AC	**Speeding 42/25**	**BF**	**145**
186007711AC	**Speeding 46/30**	**BF**	**140**
186007700AC	**Speeding 48/30**	**BF**	**150**
186007789AC	**Speeding 48/40**	**BF**	**101**
186007621AC	**Speeding 49/30**	**BF**	**155**
186007547AC	**Speeding 50/40**	**BF**	**105**
186007718AC	**Speeding 53/30**	**BF**	**175**
186007705AC	**Speeding in a school zone 35/20**	**BF**	**315**
186007736AC	**Speeding in a school zone 45/30**	**BF**	**185**
186007669AC	**Speeding urban - 37/30 mph zone**	**BF**	**69**
186007679AC	**Speeding urban - 44/30 mph zone**	**BF**	**178**
186007801AC	**Speeding urban - 44/30 mph zone**	**BF**	**188**
186007740AC	**Speeding urban - 45/30 mph zone**	**BF**	**195**
186007831AC	**Speeding urban - 46/30 mph zone**	**BF**	**202**
186007719AC	**Speeding urban - 47/30 mph zone**	**BF**	**135**
186007811AC	**Speeding urban - 47/30 mph zone**	**BF**	**209**
186007857AC	**Speeding urban - 47/30 mph zone**	**BF**	**209**
186007761AC	**Speeding urban - 48/30 mph zone**	**BF**	**216**
186007815AC	**Speeding urban - 48/30 mph zone**	**BF**	**216**
186007861AC	**Speeding urban - 49/30 mph zone**	**BF**	**223**
186007737AC	**Speeding urban - 51/30 mph zone**	**BF**	**267**
186007838AC	**Speeding urban - 51/30 mph zone**	**BF**	**267**
186007813AC	**Speeding urban - 52/30 mph zone**	**BF**	**274**
186007791AC	**Stop Sign Violation**	**BF**	**140**
186007802AC	**Stop Sign Violation**	**BF**	**140**
186007823AC	**Stop Sign Violation**	**BF**	**140**
186007329AC	**Tail Lamps required**	**BF**	**90**
186007374AC	**Unlawful Contact or Touching**	**BF**	**250**
186006026AC	**Use of cell phone while driving prohibited**	**BF**	**75**
186007463AC	**Use of cell phone while driving prohibited**	**BF**	**75**
186007650AC	**Use of cell phone while driving prohibited**	**BF**	**85**
186007773AC	**Use of cell phone while driving prohibited**	**BF**	**75**
186007378AC	**Yield to Pedestrian- Bicycle on Sidewalk**	**BF**	**90**
186007666AC	**Yield to Pedestrian- Bicycle on Sidewalk**	**BF**	**100**

186007207AC	Compulsory Auto Insurance	D- Per Town's Motion	0
186006863AC	Expired temporary permit/improper registration	D- Per Town's Motion	0
186007433AC	Failure to Maintain Lane	D- Per Town's Motion	0
186007682AC	False ID- minors- purpose of purchasing or entering- MUST APPEAR	D- Per Town's Motion	0
186007745AC	False ID- minors- purpose of purchasing or entering- MUST APPEAR	D- Per Town's Motion	0
186007565AC	Limitations on Backing	D- Per Town's Motion	0
186007712AC	Limitations on Backing	D- Per Town's Motion	0
18120P	Public intoxication	D- Per Town's Motion	0
186007665AC	Public intoxication	D- Per Town's Motion	0
185012325AA	Public intoxication	D- Per Town's Motion	0
18119P	Public intoxication	D- Per Town's Motion	0
186007793AC	Public intoxication	D- Per Town's Motion	0
186007423AC	Reckless driving	D- Per Town's Motion	0
186006728AC	Speeding 43/30	D- Per Town's Motion	0
186007629AC	Careless Driving	D- TS	0
186007777AC	Child restraint required - 1st offense	D- TS	0
186007699AC	Failure to Maintain Lane	D- TS	0
186007653AC	Failure to Obey Traffic Control Device	D- TS	0
186007561AC	Speeding 44/30	D- TS	0
186007300AC	Speeding urban - 44/30 mph zone	D- TS	0
186007684AC	Speeding urban - 48/30 mph zone	D- TS	0
186007651AC	Speeding urban - 51/30 mph zone	D- TS	0
186006914AC	Stop Sign Violation	D- TS	0
98122N	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- Deferred Adjudication under WS 7-13-301	760
186005216AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- Deferred Adjudication under WS 7-13-301	760
186005409AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- Deferred Adjudication under WS 7-13-301	760
07090M	Drive/control veh under infl alcohol concentration 0.08% or more	DA- Deferred Adjudication under WS 7-13-301	760
18005P	Drive/control veh under infl alcohol concentration 0.08% or more	DA- Deferred Adjudication under WS 7-13-301	260
99684N	Drive/control veh under infl alcohol concentration 0.08% or more	DA- Deferred Adjudication under WS 7-13-301	0

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for the Council to review and consider contracts to which the Town of Jackson would be a party.

Requested Action.
Staff request that the Council review and consider the contracts included with the staff report.

Recommendations.
Staff recommend that the Council approve the contracts included with this staff report.

Background, **Analysis, and Key Policy Questions**.

1. Distribution Electric Easement with Lower Valley Energy

   - *Purpose*: The Town will grant an easement to LVE on Town property for a perpetual distribution electric easement and right-of-way for the construction and continued maintenance, repair, alteration, and replacement of the electric distribution circuits, lines, and equipment for a thaw well located at Elk Run.
   - *Term*: Perpetual
   - *Cost and Payment Terms*: There are no costs associated with this easement.
   - *Department & Budget Detail*: This item is for the Public Works Department.

2. Agreement for Installation of Electric Service – Elk Run Thaw Well

   - *Purpose*: Lower Valley Energy requires an agreement for permission to install electric facilities (meters, transformers, power lines, etc.) on Town property for the purpose of supplying power to a new thaw well to be constructed at Elk Run.
   - *Term*: Perpetual
   - *Cost and Payment Terms*: The cost for this agreement and related work is $5,987.14, which will be paid by the Teton Conservation District with grant funding for the thaw well project.
   - *Department & Budget Detail*: This item is for the Public Works Department.

3. Agreement for Installation of Electric Service – 810 West Thaw Well

   - *Purpose*: Lower Valley Energy requires an agreement for permission to install electric facilities (meters, transformers, power lines, etc.) on Town property for the purpose of supplying power to a new thaw well to be constructed at 810 West.
   - *Term*: Perpetual
   - *Cost and Payment Terms*: The cost for this agreement and related work is $5,691.90, which will be paid by the Teton Conservation District with grant funding for the thaw well project.
   - *Department & Budget Detail*: This item is for the Public Works Department.

4. Amendment and Restatement Special Restriction for 440 W. Kelly #7 (Kelly Place Condos)

- *Purpose*: The purpose of this item is for the Council to consider an Amended and Restated Special Restriction for 440 W. Kelly #7. The home is selling and requires a new restriction. This Restriction uses the template restriction approved by Council in February 2023.
- *Term*: The deed restriction is perpetual.
- *Cost and Payment Terms*: $0.00
- *Department & Budget Detail*: This item is for the Housing Department and is included in the Departmental budget for the recording fee line item.

5. Amendment and Restatement Special Restriction for 1257 W. Highway 22 Unit 402 (Westview Condos)

- *Purpose*: Council will consider an Amended and Restated Special Restriction for 1257 W. Highway 22 Unit 402. The home is selling and requires a new restriction. This Restriction uses the template restriction approved by Council in February 2023.
- *Term*: The deed restriction is perpetual.
- *Cost and Payment Terms*: $0.00.
- *Department & Budget Detail*: This item is for the Housing Department and is included in the Departmental budget for the recording fee line item.

6. Contract with Wyoming Department of Transportation

- *Purpose*: The purpose of this contract is to set forth the terms and conditions under which the Town of Jackson will participate in the National Highway Traffic Safety administration impaired driving enforcement program. In exchange for the funding received pursuant to the program to deter impaired driving, the Town of Jackson Police Department will conduct year-round sustained enforcement and additional enforcement during the holiday season in late December and early January and over the week of Labor Day.
- *Term*: October 2025 through January 2027
- *Cost and Payment Terms*: This item is for the Police Department and is included in the Departmental budget for the State Grants – EUDL/OJJDP Police Department Revenue line item.

7. Contract with Secondary Manufacturers Settlements

- *Purpose*: The purpose of this item is for the Council to review and consider another settlement agreement with respect to the ongoing national opioid crisis litigation. This settlement involves eight more opioid manufacturers – Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus. As with all previous opioid settlements, the Town has participated in (i.e., Janssen, multiple opioid distributors, Kroger, Johnson & Johnson, CardinalHealth, AmerisourceBergen, McKesson, Sackler) expenditure of all funds received is governed by the OneWyo II Opioid Settlement Memorandum of Agreement the Town entered with the State and all other Wyoming cities/counties participating in opioid settlements. In exchange for the benefits of entering the settlement (not having to litigate on its own against the company and receiving payments) the Town will not be able to sue these manufacturers for the harm caused by their participation in / contribution to the national opioid crisis.
- *Term*: The OneWyo II Opioid Settlement Memorandum of Agreement, which governs all funds received from this settlement, is in effect until one-year after all funds received pursuant to it are expended.

- *Cost and Payment Terms*: $0.00.
- *Department & Budget Detail*: This item is for the Administration Department and since there are no costs associated with the Agreement, there is no line item associated with it.

8. Contract with Wyoming Energy Authority

- *Purpose*: The Energy Retrofit Grant provides funding for local governments for energy efficiency projects and pays up to 90% of the costs of the upgrades. The funding will enable staff to convert existing lighting to LED lighting in several Town buildings. The amount of time it will take to generate enough energy savings to cover the initial cost of the retrofits is estimated at one to two years.
- *Term*: Contract execution through June 20, 2026.
- *Cost and Payment Terms*: The Wyoming Energy Authority will reimburse up to 90% of lighting upgrades in Town buildings, up to a maximum of $4,000.
- *Department & Budget Detail*: This item is included in the Administration Departmental budget for the capital line item.

9. Contract with Port53 Technologies Inc.

- *Purpose*: The purpose of this contract is to enhance the Town of Jackson's cybersecurity tools, posture, platforms, and resources with extended detection and response services. These includes constant monitoring, detection, analysis, and response against cybersecurity threats to the Town's technology endpoints, networks, cloud presences, and identity. In a constantly expanding global environment of cybersecurity threats of every kind, and in alignment with current budget tolerances, extended detection and response products and services greatly enhance the Town's cybersecurity posture via a cost-advantageous approach over increasing I.T. personnel dedicated to these roles.
- *Term*: The term of this contract is from execution through 12 months.
- *Cost and Payment Terms*: The cost for this agreement, its related software/platforms and associated services and resources is $44,733.00 on net 30 terms.
- *Department & Budget Detail*: This item is for the Information Technology Department and is included in the Departmental budget for the I.T. Services Fund's Contract Maintenance line item.

10. Contract with Harmony Design Inc.

- *Purpose*: The purpose of this contract is to provide civil engineering and landscape architecture services for the Phase 1 design of Karns Meadow Park. The Karns Meadow Park Master Plan, approved in December 2024, includes schematic-level plans for proposed amenities and improvements. This design contract will advance those plans to construction-ready documents. Phase 1 includes the design and engineering of improvements outlined in the Conditional Use Permit, excluding improvements along Snow King Avenue and the Snow King Avenue–Flat Creek pedestrian bridge. These latter elements will be addressed in a future phase, following design decisions related to the broader Snow King Avenue roadway corridor.
- *Term*: Effective at date of signing through December 31, 2026.
- *Cost and Payment Terms*: Contract price is not to exceed $167,184, paid after detailed, appropriate invoices evidencing the services performed.
- *Department & Budget Detail*: This item is for the Parks and Recreation Department and is included in the FY 26 budget to be covered exclusively by Town of Jackson Park Exactions a special revenue fund with $600,000 budgeted for Karns Meadow Master Plan in FY26.

11. Contract with EcoConnect Consulting

- *Purpose*: The purpose of this contract is to retain a wetland scientist to prepare the Habitat Enhancement Plan as part of the Phase 1 design for Karns Meadow Park. The Karns Meadow Park Master Plan, approved in December 2024, anticipates minor disturbances to wetlands within the Park. As required by the Town of Jackson Land Development Regulations, these impacts must be mitigated through a formal Habitat Enhancement Plan.
- *Term*: Effective at date of signing through December 31, 2026.
- *Cost and Payment Terms*: Contract price is not to exceed $7,000, paid after detailed, appropriate invoices evidencing the services performed.
- *Department & Budget Detail*: This item is for the Parks and Recreation Department and is included in the FY 26 budget to be covered exclusively by Town of Jackson Park Exactions a special revenue fund with $600,000 budgeted for Karns Meadow Master Plan in FY26.

The key policy question with respect to each contract listed above is whether the Town Council approves of the agreement as presented by staff.

Possible Alternatives.

For each contract included with the staff report the Council has the option to:

A. Direct staff to negotiate different terms or conditions with the contracting party.
B. Not to enter the contract.

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.

The fiscal impact for each contract is set forth above.

Staff Impact.

The primary impact on staff for contracts falls in the Legal Department, and averages 3 hours for each contract. Secondary impacts on staff for contracts are felt in each department to which the contract is relevant, and averages two hours for each contract.

Attachments or Links.

The contracts in the order listed above are attached to the staff report as follows:

1. Distribution Electric Easement with Lower Valley Energy
2. Agreement for Installation of Electric Service – Elk Run Thaw Well with Lower Valley Energy
3. Agreement for Installation of Electric Service – 810 West Thaw Well with Lower Valley Energy
4. Amendment and Restatement Special Restriction for 440 W. Kelly #7 (Kelly Place Condos).
5. Amendment and Restatement Special Restriction for 1257 W. Highway 22 Unit 402 (Westview Condos).
6. Contract with Wyoming Department of Transportation
7. Contract with Secondary Manufacturers Settlements
8. Contract with Wyoming Energy Authority

9. Contract with Port53 Technologies Inc.
10. Contract with Harmony Design Inc.
11. Contract with EcoConnect Consulting

Suggested Motion.

1. I move to approve the Distribution Electric Easement with Lower Valley Energy.
2. I move to approve the Agreement for Installation of Electric Service – Elk Run Thaw Well with Lower Valley Energy.
3. I move to approve the Agreement for Installation of Electric Service – 810 West Thaw Well with Lower Valley Energy.
4. I move to approve the Amendment and Restatement Special Restriction for 440 W. Kelly #7 (Kelly Place Condos).
5. I move to approve the Amendment and Restatement Special Restriction for 1257 W. Highway 22 Unit 402 (Westview Condos).
6. I move to approve the Contract with Wyoming Department of Transportation.
7. I move to approve the Contract with Secondary Manufacturers Settlements.
8. I move to approve the Contract with Wyoming Energy Authority.
9. I move to approve the Contract with Port53 Technologies Inc.
10. I move to approve the Contract with Harmon Design Inc.
11. I move to approve the Contract with EcoConnect Consulting.

PARCEL IDENTIFICATION #22-41-16-32-4-00-027, 22-41-16-32-4-00-026, 22-41-16-32-4-00-029
WORK ORDER #78753
SEC.32, T41N, R116W

DISTRIBUTION ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, Town of Jackson, a municipal corporation of the State of Wyoming, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits, lines and equipment of the Grantee to be constructed and maintained under, upon and across the premises of Grantor in Teton County, State of Wyoming, along a line described as follows, to wit:

As described in Exhibit "A" and as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth, or other obstructions interfering with the repair and maintenance of the facilities.

The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's distribution lines.

Grantor agrees that all poles, wires, and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors, and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's attorney fees if action is undertaken by Grantee to enforce the commitments described in this easement. Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Each party shall have the remedy of specific performance regarding this easement. The rights and obligations described in this easement shall run with the land. This easement is not exclusive, and Grantor retains all rights not specifically granted by this easement. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming.

WITNESS the Hand of the Grantor, this ___ day of _____, 20__.

Town of Jackson

By: _____

Its: _____

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by _____, affirming proper authority as the _____ of Town of Jackson, this _____day of _____, 20__.

(Seal) Witness my hand and official seal.

_____
Notary Public

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION

A 10 foot wide strip of land located within, Halpin Family Tract 1, described in Corrective Warranty Deed, Doc. 0794696, Option 1 Parcel described in Warranty Deed Doc. 0773476, and Option 4 Parcel described within Warranty Deed Doc. 0836721, records of the Clerk of Teton County, and being located in SE 1/4 SE 1/4, Section 32, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, more particularly described as follows:

Being the northerly 10 feet of said Parcels, which is coincident with the southern boundary line of Elk Run Townhouses, a plat of record in Said Office as Plat No. 792;

The sidelines of said strip to be extended or shortened to terminate on said property lines.

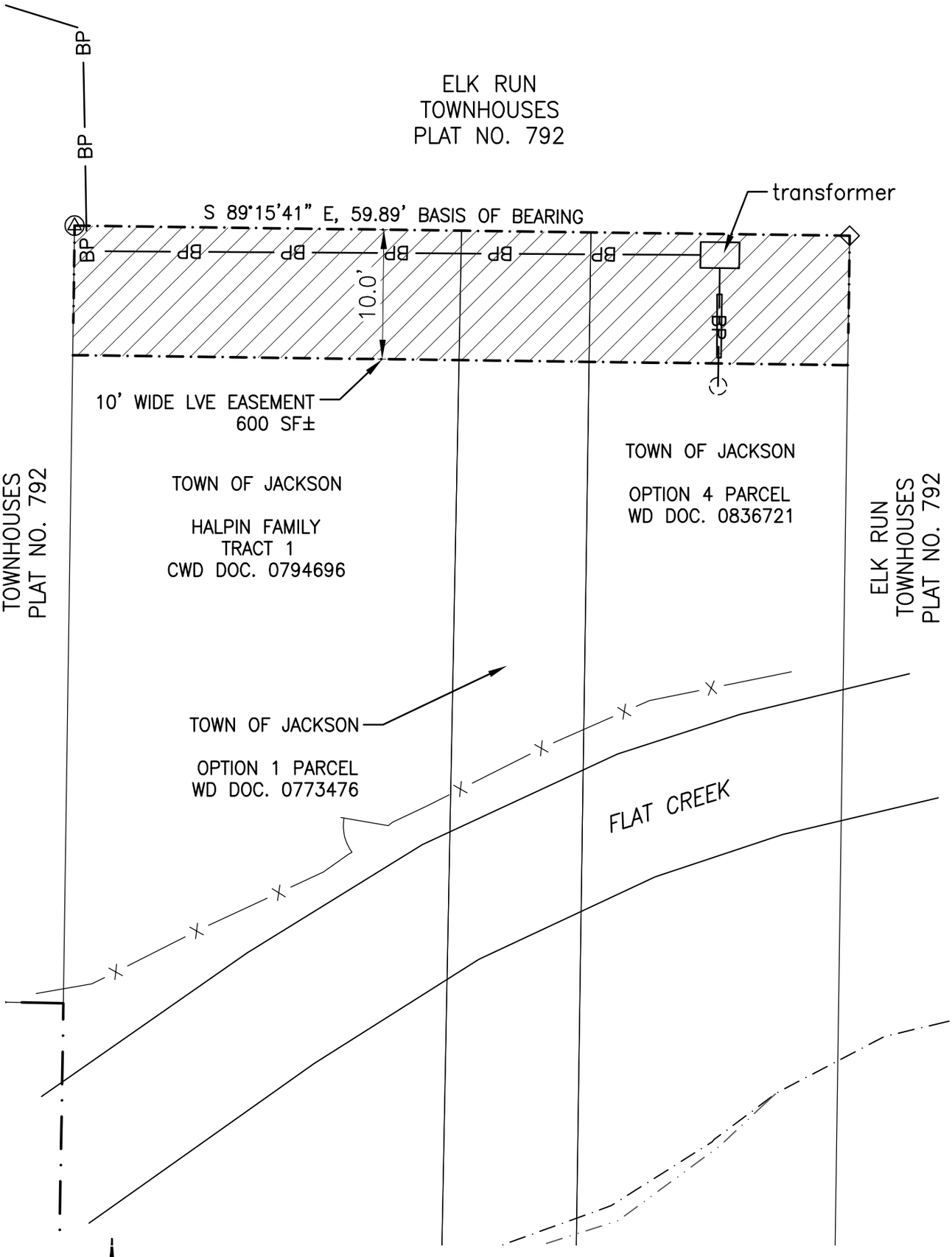
Said Easement Containing 600 sf more or less, and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

All as shown on Exhibit B attached hereto and by this reference made a part hereof.

Basis of bearing is S89°15'41"E along the north line of Said Parcels.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 24-336
April 15, 2025

EXHIBIT B



SCALE 1" = 10'

LOCATED WITHIN
THE SE1/4SE1/4
SECTION 32, T41N, R116W,
6th P.M.
TETON COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE TOWN OF JACKSON LVE EASEMENT EXHIBIT B	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	4/15/2025
JOB NO 24-336			ENGINEERED	PG
			DRAWN	SK
			CHECKED	LR
			APPROVED	PG

AGREEMENT FOR INSTALLATION OF GAS & ELECTRIC SERVICE

Name	TOWN OF JACKSON	Member	92050
		WO #	78753
Service # and Address	1070 ELK RUN LN, 200A THAW WELL #5	Lot #	

Agreement Conditions

1. The Customer, as owner or authorized agent for the owner, hereby requests Lower Valley Energy (LVE) to install its gas and/or electric facilities under, upon, and across the premises, in accordance with the provisions of its Rules and Regulations as filed with the Wyoming Public Service Commission, having jurisdiction over LVE's operations, and grants to LVE such rights of ingress and egress as may be necessary or convenient to enable LVE to install, operate, inspect, maintain and repair transformers, meters, gauges, gas lines, fittings and regulators and all other equipment which LVE may elect to install for the purpose of furnishing service to the premises or adjoining premises. Customer is responsible to ensure no obstructions will be placed in front of enclosures or over underground facilities.
2. Customer receiving service shall be responsible for the following: to grant easements to LVE's requirements; to establish final grade so that the conductors and/or gas service lines can be buried at the proper depth; backfill trench when necessary to repair normal settling; to advise LVE of the location of all underground facilities, such as: water, sewer, telephone, cable T.V.; and any unintentional or unavoidable damage to landscaping and shrubbery.
3. Customers choosing to provide trenching shall furnish a 42" deep trench for LVE and bedding materials at LVE's request, at no cost to LVE; shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the trench and trenching activities; shall assume all risk and indemnify and hold LVE harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of LVE in defending any legal action or claim, related in any way to the trench or trenching activities of customer. **(Customer's Initials_____).**
4. LVE will install the gas and electric meters where it will be reasonably safe from street traffic, readily and safely accessible for reading, testing and inspection. Customer is responsible for ensuring that the meter(s) is not enclosed in any manner that would make it inaccessible or inconvenient to access to LVE employees. The gas riser must be located three feet horizontally from windows, doors, electric, telephone boxes, AC units, or other building vents.
5. Member shall pay LVE for service at the rates and upon the terms and conditions, as approved by the Lower Valley Energy Board. If no bona fide load exists on a service within twelve (12) months of the date service is provided, the entire cost of construction not already paid by the customer will be due and payable.
6. The line extension costs are current as of the date of this agreement and are valid for 180 days from the date.
7. The entire Gas and/or Electric System installed under this agreement shall be owned, maintained and operated by LVE, in its sole discretion.

ELECTRIC CHARGES

TOTAL COST OF JOB $5,987.74

OTHER TOTAL DUE $5,987.74

GAS CHARGES WO#

LINE EXTENSION OVER 100 FT $0.00

TOTAL DUE $ N/A

GRANDTOTAL DUE $5,987.74

I hereby authorize the installation of gas and/or electric facilities and agree to pay any cost of installation in excess of the allowable investment of Lower Valley Energy as defined in its Rules and Regulations. Should the location of the transformer, meter base and/or size of service change, I agree to notify Lower Valley Energy immediately. I understand that a change in length, size or location of the service could result in an increase in the cost of installation.

Customer **Lower Valley Energy, Inc.**

By_____**Date**_____ **By**_____**Date**_____

AGREEMENT FOR INSTALLATION OF GAS & ELECTRIC SERVICE

Name	TOWN OF JACKSON	Member	92050
		WO #	78754
Service # and Address	810 W. SNOW KING AVE, 200A THAW WELL #6	Lot #	

Agreement Conditions

1. The Customer, as owner or authorized agent for the owner, hereby requests Lower Valley Energy (LVE) to install its gas and/or electric facilities under, upon, and across the premises, in accordance with the provisions of its Rules and Regulations as filed with the Wyoming Public Service Commission, having jurisdiction over LVE's operations, and grants to LVE such rights of ingress and egress as may be necessary or convenient to enable LVE to install, operate, inspect, maintain and repair transformers, meters, gauges, gas lines, fittings and regulators and all other equipment which LVE may elect to install for the purpose of furnishing service to the premises or adjoining premises. Customer is responsible to ensure no obstructions will be placed in front of enclosures or over underground facilities.
2. Customer receiving service shall be responsible for the following: to grant easements to LVE's requirements; to establish final grade so that the conductors and/or gas service lines can be buried at the proper depth; backfill trench when necessary to repair normal settling; to advise LVE of the location of all underground facilities, such as: water, sewer, telephone, cable T.V.; and any unintentional or unavoidable damage to landscaping and shrubbery.
3. Customers choosing to provide trenching shall furnish a 42" deep trench for LVE and bedding materials at LVE's request, at no cost to LVE; shall be responsible and liable for obtaining all applicable Federal, State, and Local permits necessary for the trench and trenching activities; shall assume all risk and indemnify and hold LVE harmless concerning any accident, injury or damage of any kind from any cause whatsoever, including the attorneys fees and costs of LVE in defending any legal action or claim, related in any way to the trench or trenching activities of customer. **(Customer's Initials_____).**
4. LVE will install the gas and electric meters where it will be reasonably safe from street traffic, readily and safely accessible for reading, testing and inspection. Customer is responsible for ensuring that the meter(s) is not enclosed in any manner that would make it inaccessible or inconvenient to access to LVE employees. The gas riser must be located three feet horizontally from windows, doors, electric, telephone boxes, AC units, or other building vents.
5. Member shall pay LVE for service at the rates and upon the terms and conditions, as approved by the Lower Valley Energy Board. If no bona fide load exists on a service within twelve (12) months of the date service is provided, the entire cost of construction not already paid by the customer will be due and payable.
6. The line extension costs are current as of the date of this agreement and are valid for 180 days from the date.
7. The entire Gas and/or Electric System installed under this agreement shall be owned, maintained and operated by LVE, in its sole discretion.

ELECTRIC CHARGES

TOTAL COST OF JOB $5,681.90

OTHER TOTAL DUE $5,681.90

GAS CHARGES WO#

LINE EXTENSION OVER 100 FT $0.00

TOTAL DUE $ N/A

GRANDTOTAL DUE $5,691.90

I hereby authorize the installation of gas and/or electric facilities and agree to pay any cost of installation in excess of the allowable investment of Lower Valley Energy as defined in its Rules and Regulations. Should the location of the transformer, meter base and/or size of service change, I agree to notify Lower Valley Energy immediately. I understand that a change in length, size or location of the service could result in an increase in the cost of installation.

Customer **Lower Valley Energy, Inc.**

By_____**Date**_____ **By**_____**Date**_____

Amendment and Restatement Deed Restriction for Property Located at 440 West Kelly Unit 7: 440 West Kelly Condominium Addition to the Town of Jackson Workforce Ownership

This Deed Restriction ("Restriction") is made and entered into this ___ day of _____, 2025, by the undersigned owner of the property ("Declarant") and Choose an item., Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Choose an item., Wyoming, and more specifically described as follows:

Unit 7 of 440 West Kelly Condominium Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on March 6, 2023 as Plat No. 1446, and further defined and described in the declaration of Condominium for the 440 West Kelly Condominium Addition recorded on March 6, 2023 as Document No. 1055180, and any amendments or supplements thereto.

PIDN: 22-41-16-33-1-74-007 ("Residential Unit")

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in Permit B20-0794 issued on April 21, 2021 (the "Approval"), Owner was required to provide twelve Workforce Ownership Housing units and place a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant is amending and restating the following with these restrictions:

- Unit 7, with 1 bedroom. ("Residential Unit").

WHEREAS, this Restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson recorded on March 6, 2023, as Document Number 1055182 in the Teton County Clerk's Office;

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

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

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

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of the Approval, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

NOW, THEREFORE, in satisfaction of the conditions in and consideration of the Approval, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

OWNERSHIP

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

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

1.1.2 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations. .

1.1.3 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.1 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

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

ARTICLE II
OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.

2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

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

2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.

2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.

2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPENDING ON WHETHER RENTAL OR NOT

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations.

2.11 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations.

2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations for as long as they own the Residential Unit.

ARTICLE III

SALE

3.1 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.

3.2 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV
TERMINATION, AMENDMENT, CORRECTION

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

4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

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

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

4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the

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

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

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

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

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

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

ARTICLE V
QUALIFIED MORTGAGE

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

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

5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

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

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

5.1.3.5 the provider of a loan as described in Article4.1.

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

5.2.1 be deemed unsecured; and

5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.

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

5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.

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

5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH DECLARANT OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THIS RESTRICTION.

ARTICLE VI
TRANSFER

6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.2 and 3.3, and only or transferred as follows:

6.1.1 Divorce. The provisions contained in this Article 3.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department

may consent to the transfer of the Residential Unit to the spouse, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

6.1.2 Death. The provisions contained in this Article 3.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

6.1.3 Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with the Sale Provisions of this Restriction and in compliance with the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

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

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

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

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

ARTICLE VII
GENERAL PROVISIONS

7.1 Breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

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

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

7.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

7.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

7.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

7.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

7.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

7.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

7.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County,

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

7.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.

7.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

7.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

7.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

7.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

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

7.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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

7.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

7.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

7.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of_____, 2025 (the "Effective Date").

OWNER:

_____

Andy Flores Cano

_____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2025, the foregoing Restriction was acknowledged before me by Andy Flores Cano as owner of 440 West Kelly Unit #7.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON

_____
Arne Jorgensen, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____2025, the foregoing Restriction was acknowledged before me by Arne Jorgensen as Mayor of the Town of Jackson.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

_____
Riley Taylor, Town Clerk

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

_____
Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____2025, the foregoing Restriction was acknowledged before me by Stacy A. Stoker as Housing Manager for the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public

Amendment and Restatement Deed Restriction for Property Located at 1257 W Highway 22 Unit 402: Westview Condominium Addition to the Town of Jackson Workforce Ownership

This Deed Restriction ("Restriction") is made and entered into this ___ day of _____, 2025, by the undersigned owner of the property ("Declarant") and Choose an item., Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Choose an item., Wyoming, and more specifically described as follows:

Unit 402 of the Westview Condominium Addition to the Town of Jackson, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on April 21, 2021 as Plat no. 1424 and as further defined and described in that Declaration of Condominium for the Westview Condominium Addition to the Town of Jackson Wyoming recorded in the Office of the Teton Cunty Clerk on April 21, 2021 as Document Number 1013382, and any amendments and supplements thereto recorded in the Office of the County Clerk of Teton County, Wyoming from time to time.`

PIDN: 22-41-16-32-1-AC-014 ("Residential Unit")

WHEREAS, as a condition of its approval for Sketch Plan (P15-096), Hillside Conditional Use Permit (P16-001), Planned Unit Development (P16-017), and Housing Mitigation Plan (P21-028) (collectively, "FDP Approval") Owner was required to dedicate sixteen (16) Workforce units (a minimum of eight (8) units to be owned by households who work in Teton County and will occupy the units as their sole primary residences and a maximum of eight (8) units may be owned by Local Businesses and rented to households who work in Teton County and will occupy the units as their sole primary residences and to place a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant is amending and restating the following with these restrictions:

- Unit 402, with 2 bedrooms. ("Residential Unit").

WHEREAS, this Restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Workforce Ownership Housing Located at Westview Condominiums, Town of Jackson Wyoming recorded on April 21, 2021, as Document Number 1013396 in the Teton County Clerk's Office;

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

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

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

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Sketch Plan (P15-096), Hillside Conditional Use Permit (P16-001), Planned Unit Development (P16-017), and Housing Mitigation Plan (P21-028) (collectively, "Approval"),, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

NOW, THEREFORE, in satisfaction of the conditions in and consideration of the Approval, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

OWNERSHIP

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

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

1.1.2 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations. .

1.1.3 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.1 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include

the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

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

ARTICLE II
OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.

2.3 Guests. No persons other than those comprising the Qualified Household may occupy the Residential Unit, except as set forth in the Rules and Regulations, as set forth in the Rules and Regulations.

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

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

2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.

2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.

2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPENDING ON WHETHER RENTAL OR NOT

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations.

2.11 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information

requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations.

2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations for as long as they own the Residential Unit.

ARTICLE III
SALE

3.1 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.

3.2 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV
TERMINATION, AMENDMENT, CORRECTION

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

4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

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

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

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

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

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

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

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

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

ARTICLE V
QUALIFIED MORTGAGE

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

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

5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

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

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

5.1.3.5 the provider of a loan as described in Article4.1.

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

5.2.1 be deemed unsecured; and

5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.

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

5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.

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

5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH DECLARANT OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THIS RESTRICTION.

ARTICLE VI
TRANSFER

6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.2 and 3.3, and only or transferred as follows:

6.1.1 Divorce. The provisions contained in this Article 3.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may consent to the transfer of the Residential Unit to the spouse, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

6.1.2 Death. The provisions contained in this Article 3.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

6.1.3 Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with the Sale Provisions of this Restriction and in compliance with the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

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

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

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

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

ARTICLE VII
GENERAL PROVISIONS

7.1 Breach.

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

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

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

7.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

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

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

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

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

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

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

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

7.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the

closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

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

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

7.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

7.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

7.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

7.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

7.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

7.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

7.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

7.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.

7.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

7.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

7.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

7.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

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

7.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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

7.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

7.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

7.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of_____, 2025 (the "Effective Date").

OWNER:

_____

Chandler Windom

_____

Coulter Buhler

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2025, the foregoing Restriction was acknowledged before me by Chandler Windom, a single woman, and Coulter Buhler, a single man, as owners of 1257 Wyoming Highway 22 #402.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON

_____
Arne Jorgensen, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____2025, the foregoing Restriction was acknowledged before me by Arne Jorgensen as Mayor of the Town of Jackson.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

_____
Riley Taylor, Town Clerk

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

_____
Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____2025, the foregoing Restriction was acknowledged before me by Stacy A. Stoker as Housing Manager for the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public

HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2026 SUBAWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY PROGRAM AND TOWN OF JACKSON, JACKSON POLICE DEPARTMENT

1. **Parties.** This is a Subaward Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation, Highway Safety Program (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, to Town of Jackson, Jackson Police Department (Subrecipient), whose address is: PO Box 1687, Jackson, Wyoming 83001-1687.

2. **Purpose of Agreement.** Impaired Driving is responsible for needless deaths and injuries on Wyoming roadways each year. High Visibility Enforcement (HVE) is a universal traffic safety approach designed to deter and change unlawful driving behaviors through proactive law enforcement aimed at impaired drivers.

   During the years 2020 to 2024, impaired driving contributed to 37.8% of fatal crashes and 21.2% of suspected serious injury crashes, as reported by the Wyoming Electronic Crash Records System. The 2023 *Alcohol and Crime in Wyoming* report indicated that arrests for driving under the influence (DUI) accounted for 32.5% of all statewide arrests, with an average blood alcohol concentration (BAC) of 0.16. Additionally, 51.0% of people arrested for DUI had a reported BAC above 0.16, and 13.0% had a BAC of 0.24 or greater.

   The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient will participate in year-long, sustained HVE that will focus on National Highway Traffic Safety Administration (NHTSA) impaired driving enforcement campaigns, task forces, and localized events during which data has shown an increase in traffic crashes and fatalities on Wyoming roadways. This project supports statewide, multi-jurisdictional traffic safety enforcement for cross-agency partnerships, reallocating officers to areas known to have high levels of DUI incidents based on data.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from October 1, 2025, or the Effective Date, whichever is later, through January 28, 2027. Subrecipient's Budget Period is from October 1, 2025, or the Effective Date, whichever is later, through September 30, 2026. The WYDOT's Performance Period is from October 1, 2025, through January 28, 2027.

4. **Deliverables.** Subrecipient will effectively deploy resources to assist in reducing impaired driving fatalities and injuries through sustained enforcement of Wyoming's impaired driving laws.

5. **Performance Measures.** Performance Measures are set by the Safety Management System (SMS) Committee based on an analysis of five (5) and ten (10) year running averages along with recent trends. The goals and deliverables identified in Section 7 and

Section 8 below will assist the WYDOT in reaching the following statewide performance measures:

A. C-1 Number of Traffic Fatalities (Fatality Analysis Reporting System [FARS]).

B. C-2 Number of Serious Injuries in Traffic Crashes (FARS).

C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS).

D. S-2 Number of Drug Involved Fatal and Serious Injuries (State).

6. Payment.

A. The WYDOT agrees to reimburse the Subrecipient for the activities described in Section 7 below. Total payment under this Agreement shall not exceed twenty-four thousand, fifty-one dollars and thirty-eight cents ($24,051.38). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of the WYDOT.

C. The Federal Award Identification Number (FAIN) and related federal award information is included in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference.

D. Except as otherwise provided in this Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Agreement.

E. The Subrecipient shall provide WYDOT with summary information on all expenses incurred during the Budget Period by October 31, 2026. Failure to provide this information may result in the WYDOT failing to reimburse Subrecipient for any expenses incurred but not reported. If the Subrecipient cannot meet the deadline, the Subrecipient must contact WYDOT in writing to request an extension. The WYDOT will review the request to determine whether to grant approval.

F. In accordance with 23 CFR Part 1300.13, Subrecipient, as a representative of its political subdivision, requests the benefit of the WYDOT's coordination of paid

media and marketing to capitalize on the HVE and education model necessary to change driver behavior. The WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this Agreement. The outreach may include the following: television spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing below, the Project Director signifies understanding of the outreach component of the mobilization and approves the use of these educational techniques within the Subrecipient's jurisdiction.

7. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Conduct all grant related activity on the Highway Safety Office (HSO) Project Site. An email invite will be sent to the Project Director, Authorizing Officials, and authorized signers upon execution of this Agreement.

B. Conduct sustained year-round enforcement based on data-driven efforts.

C. Participate in the following mandatory impaired driving campaigns:

(i) "Holiday Season" from December 10, 2025, to January 1, 2026; and
(ii) "National Mobilization" from August 19, 2026, to September 7, 2026.

Subrecipient is encouraged to participate in NHTSA national campaigns. Calendar of events can be found at: https://www.trafficsafetymarketing.gov.

D. Ensure impaired driving enforcement is conducted from a marked patrol vehicle. No on-foot or bicycle patrols are allowed.

E. Submit reimbursement requests by the 15th of every month. Reimbursement requests for expenses more than three (3) months after the expenses were incurred may not be processed for payment. The Subrecipient shall submit all final requests for reimbursement to the WYDOT no later than October 30, 2026, unless an extension has been approved in writing by the WYDOT.

(i) Grant Claim for Reimbursement. The Grant Claim for Reimbursement must be signed by the Project Director, Authorized Agency Official, or an authorized signatory identified by Subrecipient in a letter to the WYDOT. The file name must include the following: Agency name, month, and the focus of enforcement (e.g., any agency January DUI). In the event there are no expenditures, Subrecipient must submit the Grant Claim for Reimbursement form indicating zero (0) expenditures or post a message on the HSO Project Site indicating there are no expenditures for that month.

(ii) Balance Report. The balance report must be completely filled out and adjusted accordingly for each month.

(iii) Officer Activity Report Form (HS-6). The form must clearly indicate impaired driving is the focus of the overtime through one (1) of the following methods.

(a) Enforcement of impaired driving as evidenced by an impaired driving arrest.

(b) If no impaired driving arrests are made, a comment is required in the notes section as to why.

(iv) Event Summary Report (HS-7). The form must be completely filled out and signed by the Authorizing Official or the Project Director.

(v) Expense Report. Subrecipient must provide an official agency-generated expense report(s) for labor charges to be reimbursed. Labor charges must comply with Fair Labor Standards Act (FLSA). Reimbursement will be based on actual overtime expenditures.

F. Acknowledge if an officer is called to assist with a high priority call that does not involve impaired driving overtime enforcement, for any reason, the officer must not claim reimbursement for overtime hours.

G. Conduct multi-jurisdictional impaired driving overtime enforcement with agencies in which there is a Memorandum of Understanding (MOU).

H. Ensure the MOUs are uploaded to the HSO Project Site.

I. Ensure that overtime payroll expenses are for Subrecipient's personnel only.

J. Ensure a Traffic Safety Enforcement Plan is uploaded to the HSO Project Site.

K. Ensure certified law enforcement personnel are trained in Drug Recognition Expert, Advanced Roadside Impaired Driving Enforcement, or have Standardized Field Sobriety Test training within the last two (2) years.

L. Not purchase equipment with funding awarded under this Agreement.

M. Any cost modification of the budget must be approved by the WYDOT.

N. If clarification, additional documentation, updates, or changes to support documentation is needed for any submitted or future expenses, the WYDOT will

notify Subrecipient in writing of the request and provide an expected response date or implementation date.

O. Notify the WYDOT immediately if for any reason they are unable to fulfill stated activities to discuss alternate plans.

P. Notify the WYDOT immediately if for any reason they are unable to spend the budgeted amount to discuss alternate plans.

Q. Review and sign the Annual Report summarizing all fiscal year project activities acknowledging its accuracy. Subrecipient may comment on project successes and/or challenges via the HSO Project Site.

8. **Responsibilities of the WYDOT.** The WYDOT agrees to:

A. Pay Subrecipient in accordance with Section 6 above.

B. Provide Subrecipient an Annual Report summarizing all fiscal year project activities.

9. **Seat Belt Policy.** Subrecipient shall adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives is available for download at www.trafficsafety.org.

10. **Special Provisions.**

A. **Assumption of Risk.** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements. The WYDOT shall notify Subrecipient of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or sub-awards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, the WYDOT may, at its discretion, terminate this Agreement without liability to the WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

F. **Monitoring Activities.** The WYDOT shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases,

research, reports, signs, and similar public notices in whatever form, prepared by or for Subrecipient and related to the services and work to be performed under this Agreement, shall identify the WYDOT as the sponsoring agency and shall not be released without prior written approval of the WYDOT.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify the WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; requirements in Attachment B, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference; and any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WYDOT.

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and the WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with the WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to the WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WYDOT's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of the WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to the WYDOT.

P. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the WYDOT under this Agreement, at law, or in equity.

11. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WYDOT.

D. **Audit and Access to Records.** The WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall immediately, upon receiving written instruction from the WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of Subrecipient which are pertinent to this Agreement. Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the WYDOT.

E. **Availability of Funds.** Each payment obligation of the WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the WYDOT at the end of the period for which the funds are available. The WYDOT shall notify Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the WYDOT in the event this provision is exercised, and the WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. Subrecipient shall cooperate fully with other subrecipients and the WYDOT in all such cases.

G. **Compliance with Laws.** Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws, and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subrecipient in the performance of this Agreement shall be kept confidential by Subrecipient unless written permission is granted by the WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify the WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the WYDOT.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, Federal Certifications and Assurances, consisting of six (6) pages; and the

Federal Contract Provisions, represent the entire and integrated Agreement between the parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. Subrecipient agrees

that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or Subrecipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

P. **Ownership and Return of Documents and Information.** The WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Subrecipient or its subcontractors will violate any such restriction. Subrecipient shall defend and indemnify the WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204 (b)(iv).

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this Agreement and Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the

power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.

BB. **Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.

12. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYDOT: AUTHORIZING OFFICIAL

_____ _____

Brian Olsen, P.E., Assistant Chief Engineer, Engineering and Planning Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

_____ _____

Michelle Weber, Chief of Police Date

SUBRECIPIENT: PROJECT DIRECTOR

_____ _____

Rob Andazola, Officer Date

SUBRECIPIENT: AUTHORIZING OFFICIAL

_____ _____

Arne O. Jorgensen, Mayor Date

SUBRECIPIENT: ATTESTATION

_____ _____

Riley Hovorka, Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#250031 08-18-2025

Tyler M. Renner, Supervising Attorney General Date

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New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Jackson town, WY
Reference Number: CL-1768352

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision. You should have received an e-mail discussing this settlement from the Consumer Protection & Antitrust Unit of the Wyoming Attorney General's Office. If you have not, please email cameron.geeting1@wyo.gov to ensure that you are added to the e-mail list for any future correspondence.

You are receiving this *Combined Participation Package* because the State of Wyoming is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

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Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created. Additionally, attached please find a copy of the OneWyo II MOA governing the administration and distribution of opioid-related settlements in Wyoming.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined*

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Participation Form via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Wyoming] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Cameron Geeting with the Consumer Protection & Antitrust Unit of the Wyoming Attorney General's Office, at cameron.geeting1@wyo.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Jackson town	State: WY
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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OneWyo II Opioid Settlement Memorandum of Agreement

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

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

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

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

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

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

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

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

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

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

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

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

I. Definitions

As used in this MOA:

A. "Approved Use(s)" means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.

B. "Bankruptcy Resolution" takes the meaning set out in the above recitals.

C. "Localized Share" takes the meaning set out in Section II of this MOA.

D. "National Settlement Agreement" takes the meaning set out in the above recitals.

E. "Opioid Funds" means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys' fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.

F. "Participating Local Governments" means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as "Participating Count(ies)" and "Participating Cit(ies)."

G. "Parties" means the State of Wyoming and all Participating Local Governments.

H. "Pharmaceutical Supply Chain" means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.

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I. "Pharmaceutical Supply Chain Participant" means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.

J. "Settlement" means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.

K. "State-Subdivision Agreement" takes the meaning set out in the above recitals.

L. "Statewide Share" takes the meaning set out in Section II of this MOA.

M. "The State" means the State of Wyoming acting by and through its Attorney General.

II. Allocation of Opioid Funds

A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).

B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat'l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau's Vintage 2019 population totals.

C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government's allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.

D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

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III. Use of Opioid Funds

A. Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occuring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.

B. The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.

C. The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.

D. Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.

E. Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

IV. Method of Distribution of Opioid Funds

A. Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.

B. Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

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

V. Payment of Counsel and Expenses

A. The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.

B. The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.

C. In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent

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

VI. Compliance Certification and Reporting

A. The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.

B. Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.

C. By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.

D. If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

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E. If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.

F. By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

VII. Effectiveness

A. This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

B. This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

VIII. Amendments

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

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

IX. General Provisions

A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.

B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.

C. The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.

D. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.

E. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

F. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

G. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.

H. Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

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I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.

J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

K. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

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

FOR THE STATE OF WYOMING

_____ _____

Bridget Hill
Attorney General
State of Wyoming

Date

_____ _____

Benjamin Peterson
Assistant Attorney General
State of Wyoming

Date

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FOR THE PARTICIPATING LOCAL GOVERNMENTS

_____ _____
Name Date
Title
Albany County

_____ _____
Name Date
Title
Big Horn County

_____ _____
Name Date
Title
Campbell County

_____ _____
Name Date
Title
Carbon County

_____ _____
Name Date
Title
Casper

_____ _____
Name Date
Title
Cheyenne

_____ _____
Name Date
Title
Converse County

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_____ _____

Name Date
Title
Crook County

_____ _____

Name Date
Title
Evanston

_____ _____

Name Date
Title
Fremont County

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Name Date
Title
Gillette

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Name Date
Title
Goshen County

_____ _____

Name Date
Title
Green River

_____ _____

Name Date
Title
Hot Springs County

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_____ _____

Name Date
Title
Jackson

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Name Date
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Johnson County

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Name Date
Title
Laramie

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Name Date
Title
Laramie County

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Lincoln County

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Name Date
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Natrona County

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Name Date
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Niobrara County

_____ _____

Name Date
Title
Park County

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_____ _____

Name Date
Title
Platte County

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Name Date
Title
Riverton

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Name Date
Title
Rock Springs

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Name Date
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Sheridan

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Name Date
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Sheridan County

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Sublette County

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Name Date
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Sweetwater County

_____ _____

Name Date
Title
Teton County

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_____ _____

Name Date
Title
Uinta County

_____ _____

Name Date
Title
Washakie County

_____ _____

Name Date
Title
Weston County

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Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.

2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.

3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).

4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

6. Scholarships for certified addiction counselors.

7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.

8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.

9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

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10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.

13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

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

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.

6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.

8. Developing best practices on addressing OUD in the workplace.

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9. State assistance programs for health care providers with OUD.

10. Engaging non-profits and faith community as a system to support outreach for treatment.

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

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.

3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.

6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

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

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

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

4. Child and family supports for parenting women with OUD.

5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

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PART TWO: PREVENTION

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

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing.

3. Continuing Medical Education (CME) on prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database (DOT EMT overdose database).

6. Educating Dispensers on Appropriate Opioid Dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

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5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.

7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. Engaging non-profits and faith community as a system to support prevention.

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

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.

4. Public education relating to emergency responses to overdoses.

5. Public health entities provide free naloxone to anyone in the community.

6. Public education relating to immunity and Good Samaritan laws.

7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

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PART THREE: OTHER STRATEGIES

I. SERVICES FOR CHILDREN

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

J. FIRST RESPONDERS

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.

2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

K. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

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M. RESEARCH

1. Funding opioid abatement research.

2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research expanded modalities such as prescription methadone that can expand access to MAT.

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Exhibit B

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

ENERGY RETROFIT GRANT CONTRACT
BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF JACKSON

1. **Parties.** The parties to this Grant Contract ("Contract") are the Wyoming Energy Authority, State Energy Program ("WEA"), whose address is: 1912 Capitol Ave, Suite 305, Cheyenne, WY 82001, and Town of Jackson ("Grantee"), whose address is P.O. Box 1687, Jackson, WY 83001 (UEI# WA5GF6TWEKS8). WEA and Grantee may individually be referred to herein as a "Party" or collectively as the "Parties."

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Grantee shall use Federal Energy Program Funds ("Grant") (CFDA 81.041) for energy conservation measures identified in the WyLite Energy Engineering Study ("Project") at their facilities located at 160 S. Millward St., Jackson, WY 83001; 400 W. Snow King Ave., Jackson, WY 83001; and 5450 S. Ricks Road, Jackson, WY 83001 as described in Section 5, below and in Attachment A, which is attached to and incorporated into this Contract by this reference. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Contract and compliance with all U.S. Department of Energy ("DOE") program rules and regulations is a condition to Grantee's receipt of monies hereunder (Federal Award Identification Number (FAIN) DE-EE0010053, dated June 21, 2022).

3. **Term of Grant.** This Contract is effective when all parties have executed it ("Effective Date"). The term of the Contract is from the Effective Date through June 30, 2026. All services shall be completed during this term.

4. **Payment.**

   A. WEA agrees to pay the Grantee for the Project, as invoices are submitted for work done in connection with the Project, and completed in accordance with the requirements of this Contract. The total Grant amount shall not exceed four thousand dollars ($4,000.00). The Grantee will receive a reimbursement of ninety percent (90%) of retrofit activities as identified in the WyLite Energy Engineering Study. Payment will be made to Grantee upon submission of a completed Taxpayer ID Form, copies of paid invoices, and proof of payment. Payment will be made after sufficient documentation detailing the services performed in connection with the Contract. Payment shall be made from the WEA's Exxon Petroleum Violation Escrow Fund budget. The monetary proceeds of the Grant are specifically for the program specified in this Contract and shall not be used for any lobbying efforts. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

   B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be

withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of the WEA.

5. **Responsibilities of Grantee.** Grantee agrees to:

A. Use the funds for retrofits identified in the WyLite Energy Engineering Study at the facility located at 160 S. Millward St., Jackson, WY 83001; 400 W. Snow King Ave., Jackson, WY 83001; and 5450 S. Ricks Road, Jackson, WY 83001. Eligible retrofits are described in Attachment A.

B. Return this signed Contract to the WEA within thirty (30) days of receipt or forfeit all claims to monies.

C. Provide the WEA with one (1) year of required energy savings data once retrofits are completed per Department of Energy requirements.

6. **Responsibilities of the WEA.** The WEA agrees to:

A. Pay Grantee in accordance with section 4 above.

7. **Special Provisions.**

A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*, any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WEA.

B. **Assumption of Risk.** Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with state or federal requirements. The WEA shall notify the Grantee of any state or federal determination of noncompliance.

C. **Copyright License and Patent Rights.** Grantee acknowledges that the DOE, the State of Wyoming, and the WEA reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Contract. Grantee must consult with the WEA regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

D. **Decontamination and/or Decommissioning (D&D) Costs.** Notwithstanding any other provision of this Contract, the WEA and DOE shall not be responsible for or have any obligation to the recipient for D&D of any of the Grantee's facilities, or any costs which may be incurred by the Grantee in connection with the D&D of

any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Grant.

E. **Default and Remedies.** In the event Grantee or any Subgrantee of Grantee under this Contract defaults or is deficient in the performance of any term of the Grant or any requirements of the DOE program rules and regulations, then the WEA and/or DOE shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Contract without further liability or obligation of the WEA;

(ii) Issuing a letter or warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Taking enforcement action as described in 2 CFR Part 200.338.

F. **Environmental Policy Acts.** Grantee agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

G. **Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Grantee shall provide one (1) copy of the audit report to the WEA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WEA's records.

H. **Federal Stewardship.** The DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

I. **Historic Preservation.** Grantee will, in connection with its performance of

environmental assessments under the National Environmental Policy Act ("NEPA"), comply with Section 106 of the National Historic Preservation Act of 1966, (16 U.S.C. § 470); Executive Order 11593 (Protection and Enhancement of the Cultural Environment), and 36 CFR Part 800 by consulting with the Wyoming State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.

J. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or sub-awards under the award.

K. **Indirect Costs.** There is no indirect cost rate for this Contract and the WEA will not reimburse Grantee for indirect costs.

L. **Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Grantee breaches or violates this warranty, the WEA may, at its discretion, terminate this Contract without liability to the WEA, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

M. **Labor Standards Requirements.** Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act (40 U.S.C. § 276a), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 *et seq.*), and regulations issued to implement such requirements, as each may be amended from time to time.

N. **Limitations on Lobbying Activities.** By signing this Contract, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

O. **Monitoring Activities.** The WEA, State of Wyoming, Comptroller General of the United States, and the DOE shall have the right to monitor all activities related to

this Contract that are performed by Grantee or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

P. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either Party.

Q. **Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual or entity on the grounds of age, sex, sexual orientation, sexual identity or preference, creed, color, race, religion, national origin, ancestry, pregnancy, or disability in connection with the performance under this Contract.

R. **Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

S. **Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of the WEA. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to the WEA.

T. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Grantee and related to the services and work to be performed under this Contract, shall identify the WEA and/or DOE as the sponsoring agency and shall not be released without prior written approval of the WEA.

U. **Purchase of American-Made Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with funds made available under this Contract should be American-made.

V. **Records Retention.** Grantee agrees to retain all records related to this Contract for a minimum of three (3) years after all payments have been made and all other pending matters have been closed.

W. **Reporting Requirements.** During the Term of this Contract, Grantee shall furnish the WEA with a monthly written progress report. Each progress report shall set forth, in narrative form; the work accomplished under the Contract during the month and shall include a financial status report. At the end of the term, Grantee shall furnish the WEA with a comprehensive report of the accomplishments pursuant to the Grant. Grantee shall likewise furnish the WEA with a cumulative financial statement, reflecting total expenditures pursuant to this Contract. At the completion of the Project, Grantee will furnish the WEA with required monthly energy savings reports for a period of one (1) year per DOE requirements.

X. **Suspension and Debarment.** By signing this Contract, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify the WEA by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be incorporated by written instrument, executed by all Parties to this Contract.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the Parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other Party. The Grantee shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WEA.

D. **Availability of Funds.** Each payment obligation of the WEA is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If

funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the WEA at the end of the period for which the funds are available. The WEA shall notify the Grantee at the earliest possible time of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to the WEA in the event this provision is exercised, and the WEA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

F. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Contract shall be kept confidential by the Grantee unless written permission is granted by the WEA for its release. If and when Grantee receives a request for information subject to this Contract, Grantee shall notify the WEA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the WEA.

G. **Counterparts.** This Contract may be executed in counterparts which, when taken together with other signed counterparts, shall constitute one Contract, binding and effective as to all Parties. The Parties agree that signatures by electronic transmission or PDF copies of signatures, either made by reliable means, shall be deemed valid and binding, as well as an original of this Contract.

H. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Energy Efficient Eligible Retrofit Activities, consisting of one (1) page, represent the entire and integrated Contract between the Parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

I. **Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.

J. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

K. **Force Majeure.** Neither Party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

L. **Indemnification.** Each Party to this Contract shall assume the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.

M. **Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming or the WEA for any purpose. Consistent with the express terms of this Contract, the Grantee shall be free from control or direction over the details of the performance of services under this Contract. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WEA or to incur any obligation of any kind on behalf of the State of Wyoming or the WEA. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming or WEA employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Contract.

N. **Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management ("WARM") pool or the Local Government Liability Pool ("LGLP"), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WEA.

O. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

P. **Ownership and Destruction of Documents and Information.** The WEA owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Contract. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the WEA in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the WEA's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual WEA-owned data, regardless of format, and any other storage media or areas containing such

information. Grantee agrees to provide written notice to the WEA confirming the destruction of any such residual WEA-owned data.

Q. **Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subcontractors will violate any such restriction. The Grantee shall defend and indemnify the WEA for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Contract shall not be binding upon either Party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the WEA's legal counsel.

S. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WEA expressly reserve sovereign immunity by entering into this Contract and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The Parties acknowledge that the State of Wyoming and the WEA have sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either Party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Subgrantee(s).** The grantee shall include the requirements of this Contract in any such agreement or contract, and shall ensure that Subgrantee(s) complies with the terms hereof as if he or it were the Grantee hereunder.

V. **Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

W. **Termination of Contract.** This Contract may be terminated, without cause, by the WEA upon thirty (30) days written notice. This Contract may be terminated by the WEA immediately for cause if the Grantee fails to perform in accordance with the terms of this Contract.

X. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not

be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the Parties to this Contract and shall inure solely to the benefit of the Parties to this Contract. The provisions of this Contract are intended only to assist the Parties in determining and performing their obligations under this Contract.

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

AA. **Unused/Misused Funds.** The WEA shall be entitled to recover from the Grantee any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside this Contract, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Contract.

BB. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The Parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

WYOMING ENERGY AUTHORITY

Rob Creager, Executive Director	Date
Patrick R Tolley Wyoming Energy Authority Legal Counsel	8/22/25 Date

Grantee
TOWN OF JACKSON

Arne Jorgensen, Mayor	Date

ATTACHMENT A
ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF JACKSON

DESCRIPTION OF RETROFITS	Retrofit Grant Amount	Match 10% Cash	Project Total
Upgrade Lighting at Snow King Events Center, Parking Garage, and Wastewater Treatment Plant	$4,000.00	$400.00	$4,400.00
Total Project Cost	**$4,000.00**	**$400.00**	**$4,400.00**

The Grantee may receive the maximum sum of four thousand dollars ($4,000.00).

Grantee will use the funds to perform the following retrofit projects covered by this Grant Contract.

Location	Address	Retrofit
Parking Garage	160. S. Millward Street, Jackson, WY 83001	Lighting Upgrade
Snow King Events Center	400 W. Snow King Ave., Jackson, WY 83001	Lighting Upgrade
Wastewater Treatment Center	5450 S. Ricks Rd., Jackson, WY 83001	Lighting Upgrade

This project is more fully described in the Local Government Energy Improvement Retrofit Grant Application, received by the Wyoming Energy Authority dated December 2024.

Invoice reimbursement will be incrementally funded as costs are incurred and invoices are received and approved by the Wyoming Energy Authority. If actual costs of the project are more than the projected budget, Grantee agrees to pay the difference.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into and effective as of _____ (the "Effective Date") by and between the Town of Jackson, Wyoming, a legal entity located in the state of Wyoming, with its principal office at 150 East Pearl Avenue, Jackson, WY 83001 ("Client"), and Port53 Technologies Inc, a Delaware corporation, with its principal office at 350 5th Ave Suite 4750, New York, NY 10118 ("Provider"). The parties agree as follows:

1. STATEMENTS OF WORK

A. Services. Provider shall provide services and/or furnish deliverables requested through one or more Statements of Work (each a "SOW") signed by both Client and Provider (collectively, "Services"). Provider agrees to provide the Services in accordance with each mutually agreed upon SOW. In certain situations, based on the complexity of the services, a Quote may be used in lieu of a SOW (unless expressly stated otherwise, any reference to a "SOW" in this Agreement shall apply equally to a SOW or Quote).

B. Overlapping Terms and Conditions. In the event terms and conditions overlap between the Agreement and a SOW or Quote, the terms in the SOW or Quote shall take precedent. In the event terms and conditions overlap between a SOW and a Change Order, the Change Order shall take precedent.

C. Standards. All Services will be performed in a professional and workmanlike manner and will be of a quality conforming to the generally accepted standards in Provider's profession.

2. PERSONNEL

A. Subcontractors and Independent Contractors. Provider shall provide the Services using its own employees. Provider may also use subcontractors ("Subcontractors") in its normal course of business. Provider shall be responsible to Client for the conduct of its Subcontractors and assumes the same liability and responsibility for each Subcontractor's conduct and performance as if Provider performed all of the Subcontractor's services. Provider agrees to require Subcontractors to: (1) Section 3, Administrative Matters; (2) maintain the same insurance coverages in the same amounts specified in the Insurance Section; and (3) abide by all of the terms and conditions of this Agreement.

B. Background Screening. Provider represents that it has adopted and maintains a background screening program for personnel involved in delivering Services. Said screening program includes, but is not limited to: (1) county, state, and federal criminal history checks including felony and misdemeanor; (2) education and employment verification to confirm all employment positions and degrees earned; (3) Social Security verification; and (4) an OFAC (Office of Foreign Assets Control) check, or equivalent screening if located outside of the United States. Provider shall ensure that all personnel delivering Services, including its Subcontractors, have successfully passed all requisite background screening (as previously described) prior to each individual's commencement of Services.

3. ADMINISTRATIVE MATTERS

A. Compliance. Provider shall at all times conform to and comply with all applicable laws, rules, regulations, and government orders and directives in all countries where work services are performed or received, now or hereafter in force, related to the performance of Services. Provider shall verify the identity and work authority of its personnel under applicable local laws.

4. PAYMENT

A. Compensation; All Fees Stated. Unless otherwise specified in the applicable SOW, Client agrees to pay Provider for the Services, up front upon mutual execution of the SOW, and thereafter annually, in accordance with the SOW. The first year's billing will occur on the applicable SOW start date.

B. Expenses. Costs and expenses associated with Provider's performance of the Services and for which Client will be responsible for reimbursement will be described in the SOW. All other costs and expenses associated with Provider's performance of the Services and/or preparation and delivery of the Work Product, including but not limited to telephone, printing, and copying, postage, and freight, office supplies, and support services, are the sole responsibility of Provider.

C. Taxes. Provider hereby acknowledges that Client is a tax exempt government organization and agrees to use Client's tax exempt certification for all purposes under this Agreement, which certification shall be made available to Provider immediately upon request.

D. Invoice Procedures. All invoices shall be submitted to the address or format set forth on the signature page or as otherwise specified in the applicable SOW. Except as otherwise specified in the applicable SOW, invoices must include: (1) identification of the particular SOW and the period of time to which the invoice pertains; (2) a description of the Services performed and/or Work Product delivered during the billing period; and, (3) itemization of any expenses incurred and described in the SOW as reimbursable. Client will pay a properly submitted invoice (in accordance with the above requirements) within forty-five (45) days of post date.

E. Overdue Fees. Client agrees to communicate any disputes or inquiries about a received invoice within ten (10) days of the post date, or the invoice will be deemed accepted. Any amounts due under this Agreement upon which payment is not received by the due date shall accrue late fees equal to the lesser of (i) 2.5% per month or (ii) the highest rate allowable by Wyoming state law, in each case compounded monthly to the extent allowable by law. Without limiting Provider's other rights or remedies, in the event Client is more than forty-five (45) days delinquent on a payment, Provider may resort to collection proceedings and Client agrees to be responsible for Provider's attorney's fees and costs incurred in those proceedings.

5. RIGHTS TO WORK PRODUCT

A. All methodologies, procedures, management tools, workshops, manuals, software, object code, source code, data files, concepts, ideas, inventions, know-how, and other intellectual property Provider has developed, created, or acquired prior to or during the performance of the Services ("Provider's Intellectual Property") are, and shall remain, the sole and exclusive property of Provider.

Client shall not have or acquire any right, claim, title, or interest in or to any of Provider's Intellectual Property.

B. Subject to the foregoing and upon payment in full of all amounts due to Provider, all information, materials, reports, and other work product that Provider creates or develops specifically for Client as part of the Services ("Work Product") shall be owned by Client.

C. Only Client shall be entitled to rely upon any and all Work Product from Provider. For the purpose of clarity, no third party may rely in any manner on any Work Product provided to such third party by Client absent written confirmation by Provider, and any Work Product otherwise provided to such third party is for informational purposes only.

D. Client acknowledges that Provider may (a) retain archival copies of any and all derivative works or Work Product and (b) may use and disclose general statistics and non-Client identifiable information regarding vulnerabilities and security issues but only if the identity of the Client is not disclosed and cannot be reasonably ascertained or inferred. Upon the request of the other party, each party shall take such actions, and shall cause its personnel to take such actions, including execution and delivery of all documents, as may be appropriate or desirable to confirm the rights set forth in this Section 5.

6. NON-DISCLOSURE AND NON-USE OF INFORMATION

A. Confidential Information. In the course of this relationship, each party may disclose or deliver to the other party certain of its Confidential Information or the Confidential Information of another party. "Confidential Information" means any and all proprietary or confidential scientific, technical, legal, financial, or business information or trade secrets of Discloser or any of Discloser's clients, customers, officers, employees, agents, subsidiaries, or affiliates, and including any information defined in any other non-disclosure or confidentiality agreements provided to Recipient by Discloser, and in whatever form (written, oral, or visual) that is furnished or made available to Recipient by or on behalf of Discloser, and that (a) if in tangible form, is labeled in writing or referred to as proprietary or confidential; (b) if in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within fifteen (15) days thereafter; or (c) is commonly or reasonably regarded as confidential or proprietary. The party disclosing Confidential Information is referred to in this Agreement as "Discloser" with respect to that Confidential Information; the party receiving that Confidential Information is referred to as "Recipient." Recipient agrees to (a) hold in confidence all of Discloser's Confidential Information and not disclose such Confidential Information, unless required by law or court order; (b) use Discloser's Confidential Information solely as it pertains to the Services; (c) treat Discloser's Confidential Information with the same degree of care Recipient uses to protect Recipient's own Confidential Information but in no event with less than a reasonable degree of care; (d) reproduce Discloser's Confidential Information solely to the extent necessary to accomplish the Services.

B. Personal Data. Each party agrees to comply with all applicable state and federal laws, rules, regulations, and government orders and directives relating to Personal Data. "Personal Data" means any and all personal, medical, and/or financial data pertaining to an identifiable individual, living or deceased, as well as all types of data covered by applicable data privacy laws and/or regulations (including, but not limited to: Gramm-Leach-Bliley, Regulation S-P, the FACT Act, EU Data Protection

Directive 95/46/EC, UK Data Protection Act of 1998, PIPEDA, HIPAA, federal and state data breach laws as enacted within the United States, and California AB 1298) that is created by or made available to Provider and/or its affiliates by or on behalf of Client. Personal Data shall include any such data in any media or format, including both paper and electronic. Personal Data constitutes Client's Confidential Information.

C. Security and Integrity Measures. Provider shall develop, implement, and maintain (and shall require that all subcontractors and third parties develop, implement, and maintain) necessary and appropriate policies, procedures, programs and other security and integrity measures effective in preventing unauthorized use or disclosure of Personal Data and/or Client Data (collectively, "Security and Integrity Measures"). "Client Data" is data, whether in physical or electronic form, including but, not limited to, documents, databases, records, intellectual property and Confidential Information created or disclosed to Provider by Client in the course of providing Services to Client.

D. Advertising and Marketing. Provider shall not be able to list Client's name in a list of representative clients of Provider. There shall be no announcement or press release regarding this Agreement.

7. INSURANCE

A. Insurance Coverages and Limits. Provider shall, at Provider's sole expense, procure, maintain, and keep in force for the duration of the Agreement, Commercial General Liability in an amount not less than $1,000,000 each occurrence and $2,000,000 general aggregate to include coverage for bodily injury, property damage and personal injury liability. Coverage shall include Premises/Operations, Products/Completed Operations, and Medical payments

B. Subcontractor Insurance. Provider shall require any Subcontractors to procure and maintain the same coverage in the same amounts specified herein, unless otherwise specified in a SOW.

8. BOOKS AND RECORDS. Provider agrees to maintain and preserve books and records relating to this Agreement, specifically including any such records stored in electronic format, in accordance with applicable laws, rules and regulations. Provider shall, promptly upon written notice, deliver to Client via appropriate technology as the parties may mutually agree in writing, all records retained by Provider pursuant to this Section. Upon Termination of the agreement, Provider will destroy all copies of such books and records in its control in accordance with reasonable instructions provided by Client and applicable law, and provide written confirmation that it has complied with the requirements of this Section.

9. REGULATORY COMPLIANCE. Provider will abide by all reasonable policies and instructions which are or may be from time to time established by Client or deemed necessary by Client to comply with applicable laws, rules and regulations.

10. AUDIT

A. Access and Cooperation. Upon reasonable prior notice from Client, not more than once annually, Provider shall provide Client and its auditors and investigators reasonable access during normal business days and hours to: Provider's business records reflecting Provider compliance with this Agreement, in order to audit Provider's compliance with its obligations under or related to data security as outlined in this Agreement. Provider shall provide such auditors and inspectors with such assistance and access to personnel that they may reasonably require. In the event access to Provider

Confidential Information is required, access will be provided in such a way as to preserve the confidentiality of such information.

B. Due to the sensitive nature of Provider's business, if Client wishes to engage a third party to perform the audit, such auditor is subject to Provider's approval, which shall not be unreasonably withheld. Audits and the results thereof are subject to all applicable confidentiality obligations agreed to between Client and Provider, and shall be conducted in a manner that minimizes any disruption of Provider's performance of services or other normal operations.

C. Overcharge. In the event any financial audit reveals an overcharge of compensation, fees, or reimbursable expenses Provider shall promptly refund the amount of overcharge to Client.

D. Independent Audits. Provider agrees to notify Client of problems revealed by its independent auditors pertaining to its Security and Integrity Measures and any remediation steps being taken.

11. LIABILITY AND INDEMNIFICATION

A. Indemnification. Provider shall indemnify Client and its directors, employees, Subcontractors, and agents (collectively the "Client Indemnitees") from, and defend and hold the Client Indemnitees harmless from and against, any and all liability or expenses (including attorneys' fees and expenses as reasonably incurred) arising out of or relating to: (1) any claim by a third party that the Services, any Work Product, or the deliverables, or the Client Indemnitees' authorized use thereof, infringes upon the patent, copyright, trademark, trade secret or other intellectual property rights of any third party; (2) any amounts including taxes, interest, and penalties assessed against Client which are obligations of Provider; (3) personal injury, death, or damage to tangible personal property or real property directly caused by Provider, its employees, contractors, or agents; and (4) any claim by a third party arising out of Provider's disclosure or use of Client Confidential Information or Client Data in violation of this Agreement. Client shall indemnify Provider and its directors, employees, Subcontractors, and agents (collectively the "Provider Indemnitees") from, and defend and hold the Provider Indemnitees harmless from and against, any and all liability or expenses (including attorneys' fees and expenses as reasonably incurred) arising out of or relating to (1) Client's breach of this Agreement; (2) any amounts including taxes, interest, and penalties assessed against Provider which are obligations of Client; and (3) any claim by a third party arising out of Client's disclosure or use of Provider Confidential Information in violation of this Agreement.

B. Cyber Security Incident. In the event of a Cyber Security Incident, Client will reasonably cooperate with Provider, including granting access to Client's systems as necessary, to reduce impact and determine the cause and scope of the incident. "Cyber Security Incident" means a violation or imminent threat of violation of cyber security policies, acceptable use policies, or standard cyber security practices which results in misuse, damage, denial of service, compromise of integrity, or loss of confidentiality of a network, computer, application, or data. PROVIDER AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE OR RESPONSIBLE FOR CYBER SECURITY INCIDENTS, THIRD PARTY HACKING ATTEMPTS OR ATTACKS, VIRUSES, MALWARE AND SIMILAR SOFTWARE PROGRAMS, OR DENIAL OF SERVICE ATTACKS ON OR RELATED TO CLIENT'S SYSTEMS OR SOFTWARE.

C. Limitation of Liability. Except for the indemnification obligations under this Agreement and breach of Section 6 (Non-Disclosure and Non-Use of Information) by either party, the aggregate liability (whether in contract or in tort) payable by either party to the other party will not exceed twice the amount of the total compensation payable by Client under this Agreement during the twelve (12) months preceding the date of the claim. Notwithstanding the language contained above, a party's aggregate liability (whether in contract or in tort), including for breach of Section 6, payable by either party to the other party will not exceed that party's applicable insurance policy limit.

D. Disclaimer of Damages. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND BREACH OF SECTION 6 (NON-DISCLOSURE AND NON-USE OF INFORMATION) BY EITHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY WHO IS LIABLE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM AND TERMINATION; EARLY CANCELLATION

A. Term. This Agreement will become effective on the Effective Date and shall continue until terminated in accordance with this Agreement.

B. Termination.

i. Convenience. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if no SOW or Quote remains in effect.

ii. Non-Appropriation. Notwithstanding any other provision of this Agreement, the Client shall not be obligated for performance hereunder or by any provision of this Agreement during any of the Client's future fiscal years unless and until the Client's governing body appropriates funds for this Agreement in the Client's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Client shall notify provider in writing of any such non-allocation of funds at the earliest possible date.

C. Termination of Default. Either party may terminate this Agreement and/or any applicable SOW upon written notice to the other party for a default by the other party of a material obligation (including payment of invoices) which remains uncured within a commercially reasonable period of time, but not more than thirty (30) days after the defaulting party's receipt of written notice thereof. Termination for default shall be in addition to and not in lieu of any other available remedies, except as otherwise limited by this Agreement. Either party may terminate this Agreement immediately in the event a party seeks the protection of any bankruptcy court, becomes insolvent or makes an assignment for the benefit of creditors.

D. Equipment Return. Upon cancellation, termination, or expiration of a SOW, Client will return Provider-owned equipment in good condition (less normal wear and tear) to a location designated by Provider within fifteen (15) calendar days after the cancellation, termination, or expiration date. If Provider has not received such Provider-owned property within ninety (90) days after cancellation,

termination or expiration of the SOW, Provider shall invoice Client, and Client shall promptly pay, for the manufacturer's suggested retail price of such property.

E. Information Return or Destruction. Upon termination or completion of a SOW and where there is no expectation to renew, repeat or restart the Services, Provider will return or destroy, as directed by Client all copies, in whatever form, of any and all Client Confidential Information, Work Product and other materials obtained through the SOW, including electronic versions, hard copies and reproductions and will not retain copies of any such Client Confidential Information and/or Work Product. Notwithstanding the foregoing, Provider shall not return or destroy information subject to any regulations regarding the retention period for cyber logs and related data to which Client is subject.

F. Effect of Termination. Ownership of any Work Product and any license granted by this Agreement will not be affected or limited by termination.

G. Early Cancellation. Unless otherwise expressly agreed in a SOW, if Client cancels the SOW, or any portion thereof, prior to the end of the Services Term (for any reason other than for a non-appropriation or an uncured material breach by Provider), Client agrees to pay Provider an early cancellation fee equal to the amount of remaining fees that would have been due and payable had the SOW been performed for the entire Services Term.

13. GENERAL

A. Independent Contractor. Provider is an independent contractor with no authority to contract for Client or in any way to bind or to commit Client to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Client. Under no circumstances will Provider, or any of its employees or subcontractors, hold itself out as or be considered an agent or an employee of Client.

B. Governing Law. This Agreement shall be governed by the laws of the State of Wyoming without giving effect to principles of Conflict of Laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Wyoming and agree that the courts within Wyoming shall have exclusive jurisdiction over any issue regarding this Agreement. Any and all disputes relating to this Agreement ("Arbitrable Claims") will be settled by binding arbitration to be held in Teton County, Wyoming, before an arbitrator who is mutually agreeable to the parties. If the parties cannot agree on an arbitrator, the arbitrator will be assigned by the American Arbitration Association. The arbitration will be conducted according to the American Arbitration Association rules, and not by court action before a judge or jury. The arbitrator will provide the parties with a written decision and findings of fact regarding the resolution of any and all disputes and/or claims arising out of this Agreement. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party. Judgment on the award by the arbitrator may be entered in the District Court for the Ninth Judicial District in Teton County, Wyoming.

C. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

D. Notices. Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice will be deemed effective on the date it is delivered to the addressee as confirmed by the applicable receipts. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

E. No Waiver. The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.

F. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, which may be withheld for any reason, and any such purported assignment, including full or partial assignment or delegation to any agent or subcontractor, is void. Notwithstanding the foregoing, either party may assign the SOW or this Agreement without consent to any parent, subsidiary or other Affiliate, in connection with a merger involving any of its Affiliates or in connection with an acquisition of all or substantially all of such party's assets or equity interests. In addition, Provider may assign the SOW or this Agreement to an Affiliate.

G. Severability. If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

H. Survival. The provisions of this Agreement regarding Rights to Work Product, Non-Disclosure and Non-Use of Information, Audit, Liability and Indemnification, Term and Termination and General will survive the expiration or termination of this Agreement or any SOW.

I. Entire Agreement. This Agreement, and any associated SOW or Quote, constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements between Client and Provider as to the subject matter hereof, with the exception of the Non-Disclosure Agreement referenced in Section 6(A) if applicable. This Agreement or any SOW or Quote may only be amended by an instrument in writing signed by Client and Provider.

J. Counterparts. This Agreement may be executed in one or more counterparts, by electronic (PDF) or facsimile delivery thereof, all of which taken together shall constitute one and the same Agreement.

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

14. CHANGE IN SCOPE OF SERVICES. In the event that unforeseen factors change the scope of Services and/or impact the term and cost of Provider-provided Services, Client and Provider may mutually revise the SOW, and Provider shall provide Client with an estimate of the impact of such revisions on the fees, payment terms, completion schedule, and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change ("Change Order") shall be prepared, incorporating such changes to the original SOW; the Change Order will not be effective unless signed by both parties. The terms of a Change Order prevail over those of the SOW.

15. CLIENT POLICIES. While on Client's premises, or if Provider or Provider's Agents are given access to Client's computing equipment, applications, or network, Provider shall and shall cause Provider's Agents to abide by the applicable and reasonable policies and procedures of Client, including safety, security, and data privacy and handling policies, referenced in the applicable SOW. If applicable and reasonable given the scope of the engagement, Provider may provide employee names (first and last) and e-mail addresses to Client, solely for the purposes of managing devices on Client's network.

16. WARRANTIES. Provider covenants that it and its employees will provide the Services in accordance with: (i) the SOW, (ii) the prevailing standard of care exercised by Providers in the information security industry, and (iii) applicable laws and governmental regulations. PROVIDER WILL NOT BE RESPONSIBLE FOR NONCONFORMITIES ARISING FROM INACCURATE OR INCOMPLETE DATA OR INFORMATION PROVIDED BY CLIENT, FOR FAILURES OR DELAYS CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE SOW OR THIS AGREEMENT, OR FOR FAILURES, DAMAGES OR DELAYS CAUSED BY THIRD PARTY HARDWARE, SOFTWARE OR OTHER PRODUCTS. PROVIDER HEREBY WAIVES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees to reasonably cooperate with Provider in the performance of Services. Unless otherwise expressly stated in the SOW, the Services may be rendered at Client's facilities, Provider's facilities or at other suitable locations within Provider's discretion.

17. THIRD PARTY PROVIDERS. Notwithstanding any language contained herein to the contrary, Provider is not responsible for any limitations, lack of capability, availability, compatibility, responsiveness or general degradation of service(s) arising from the use by the Client of a third-party provider ("3PP") or caused by the 3PP. If Client is utilizing a 3PP, then it shall (i) provide the 3PP a copy of the service description and service level management description; (ii) be responsible for notifying and coordinating between Provider and the 3PP any scheduled maintenance windows; and (iii) provide Provider the ability to open support tickets with the 3PP on behalf of Client.

18. NON-SOLICITATION. Client agrees that it and its Affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of the SOW, solicit to hire as an employee or Provider any of Provider's and/or Provider's Affiliates' employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If Client or one of its Affiliates hires any employee(s) and/or Provider's Affiliates prior to expiration of the twelve (12) month period, as an employee or Provider, Client agrees to pay to Provider or Provider's Affiliates, as

applicable, within thirty (30) days of the hiring date, an amount equal to the person's annual compensation (including bonuses) at Provider and/or Provider's Affiliates at the time of his or her departure from Provider and/or Provider's Affiliates.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have entered into and signed this Agreement effective as of the Effective Date.

Town of Jackson, Wyoming By: _____ Name: Arne O. Jorgensen Title: Mayor Date: _____ ATTEST: _____ Riley Hovorka, Town Clerk	Port53 Technologies Inc By: Name: Omar Zarabi Title: President & CEO Date: 07 / 24 / 2025
Address for Notice:	Address for Notice:

P.O. Box 1687 Jackson, Wyoming 83001 *With a copy to:* itdept@jacksonwy.gov	350 5th Ave, Suite 4150 New York, NY 10118 *With a copy to:* omar@port53tech.com

Address for Invoices:

Mail:

Attn: Information Technology Director

P.O. Box 1687

Jackson, Wyoming 83001

Electronic:

itdept@jacksonwy.gov

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") dated as of _____, 2025 ("**Effective Date**"), is by and between the Town of Jackson, Wyoming, P.O. Box 1687 Jackson, Wyoming 83002 ("**Town**"), and Harmony Design, Inc., P.O. Box 369 Driggs, Idaho 83422 ("**Contractor**").

1. Statement of Services

Contractor shall provide executive director professional services to Town. The professional services are set forth in **Exhibit A**, **Scope of Work** ("**Services**"), which is incorporated as if fully set forth herein.

2. Term

The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2026 ("**Term**"). Contractor or Town may terminate this Agreement at any time by giving the other ten (10) days prior written notice of termination; provided, however, that all compensation earned and costs incurred prior to such termination shall be payable to Contractor.

3. Compensation

The Town agrees to pay Contractor, as compensation for all of the Services for the Term, a total amount that shall not, in any event, exceed $167,184 ("Cap Amount"). It is specifically understood and agreed by Contractor that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by Contractor for Town. If work beyond the Services are desired, they shall be agreed to in writing prior to the Contractor embarking on them. Compensation for the listed scope of services will paid on a time and materials basis at the Contractor 's standard hourly rates plus reimbursable expenses as shown in **Exhibit B, Cost Schedule**, which is incorporated as if fully set forth. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours over which Services are performed in any given period of time. Contractor shall submit properly detailed, appropriate invoices evidencing the Services performed to Town on or before the 10th of each month. All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 45 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

4. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor will not be considered an employee, partner, agent, or joint venture partner of Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall not be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Insurance

Contractor shall cause Town to be listed as an additional insured on any applicable general liability insurance policy carried by Contractor. Contractor shall procure and maintain insurance as set forth below.

- Professional liability insurance with minimum coverage of one million dollars ($1,000,000);

• General liability coverage of one million dollars ($1,000,000) per occurrence / two million dollars ($2,000,000); aggregate minimum;
• Workers compensation at state law levels;
• Proof of coverage listing the Town as certificate holder on the general liability policy will be required within ten (10) calendar days after execution of this Agreement.

6. Place of Performance

Contractor shall be responsible for maintaining their own office facilities and will not be provided with either office facilities or secretarial support by Town. Contractor shall supply at their own expense, all materials, supplies, equipment, and tools required to accomplish the Services agreed to be performed in accordance with this Agreement.

7. Ownership of Documents

Contractor shall transfer ownership to Town within two months subsequent to Town's payment of all Contractor's fees and expenses arising from Contractor's fulfillment of this Agreement. Contractor grants Town a limited license to use all documents on produced in accordance with Exhibits A and B ("Documents"), extensions of the Project, and for related uses of the Town, subject to receipt by Contractor of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Town acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Contractor , or for use or reuse by Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor ; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and consultants; (3) Town shall indemnify and hold harmless Contractor and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Contractor; and (4) such limited license to Town shall not create any rights in third parties. Contractor shall provide an electronic copy of the Documents in Microsoft Word, as well as all final plans, in a digital format approved by Town.

8. Contractor to Deliver Work Product in Event of Termination.

In the event that this Agreement is terminated under Section 2, Contractor agrees that it shall promptly deliver to the Town, or cause to be delivered to the Town, all concrete, transferable, and useable work product generated, and will assign to the Town all of the Contractor's right, title, and interest to such work product, without reservation in exchange for Town's payment of funds for such work product.

9. Notice

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:	Contractor:
Attn: Jackson Town Clerk	Attn: Harmony Design, Inc.

P.O. Box 1687	P.O. Box 369
Jackson, Wyoming 83002	Driggs, Idaho 83422
clerk@jacksonwy.gov	jen.zung@harmonydesigninc.com

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.

10. General Provisions

A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.

D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

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

F. Section Headings. The section headings set forth in this Agreement are solely for the convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

G. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.

H. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

Harmony Design, Inc.

_____
Jennifer Zung, President

Town of Jackson, Wyoming

_____
Arne O. Jorgensen, Mayor

ATTEST:_____
Riley Hovoka, Town Clerk

EXHIBIT A: SCOPE OF SERVICES

The scope of services includes those included in Exhibit B: HARMONY DESIGN & ENGINEERING STATEMENT OF QUALIFICATIONS FOR KARNS MEADOW PARK DEVELOPMENT PHASE 1 and is further detailed below.

1. Information Gathering
   1.1. Project Kick Off (August 2025)
      - Project set up, information gathering, kick off meeting, project management and review
   1.2. Project Understanding Memo (August 2025)
      - Site visit with field report
      - Background information, permitting, design options, and water rights summary memo
      - Deliverable: Project Understanding Memo
   1.3. Site Survey (August 2025)
      - Topographic field survey for areas needed for design, process LiDAR for other areas, survey above grade utilities
      - Deliverable: Existing conditions survey map with boundary information
2. Design and Permitting
   2.1. Schematic Design (September – October 2025)
      - Develop up to 3 concepts based on CUP
      - Provide design guidelines for the pedestrian bridge to avoid impacts in the FEMA Floodway
      - Illustrative renderings of final concept plan
      - Biweekly meeting to discuss concept plan plus 3 additional meetings to review bridge options
      - Deliverable: Schematic Design Plan and Rendering
   2.2. 50% Construction Documents (November 2025 – January 2026)
      - Site and utility plan
      - Plan and profiles for pathway including connection to pathway along Broadway and a mid-block crossing of Karns Meadow Way.
      - Grading and drainage plan
      - Landscape planting plan
      - Hydraulic analysis and floodplain mapping for floodplain impacts
      - Geotechnical investigation (8 test pits)
      - Initial cost estimate for construction
      - Plan submittal and review meeting
      - Submit for permit pre-application meetings
      - Deliverable: Geotechnical Investigation Report, 50% Construction Documents
   2.3. 90% Construction Documents and Bidding Support (February 2026)
      - Refine 50% CDs to 90% CDs based on Teton County review
      - Pathway cross sections, construction details, erosion control plans
      - Prepare Project Manual for bidding, including performance specification for irrigation
      - Plan submittal and review meeting
      - Attend pre-bid meeting and provide bid support (1 addendum)
      - Deliverable: 90% Construction Documents, Project Manual
   2.4. 100%
      - Refine 90% CDs to 100% CDs based on Teton County review
      - Final permits

Harmony Design & Engineering
18 N. Main, Ste 305, PO Box 369, Driggs, ID 83422
208-354-1331(tel) * 208-354-1332 (fax)

- Deliverable: 100% Construction Documents, Project Manual

Assumptions:

- Coordination with adjacent landowners will be conducted by Teton County, if needed
- Teton County will coordinate the design of the pedestrian bridge.
- The pedestrian bridge will be located outside of the FEMA Floodway so a No-Rise or Conditional Letter of Map Revision (CLOMR) is not required.

Harmony Design & Engineering
18 N. Main, Ste 305, PO Box 369, Driggs, ID 83422
208-354-1331(tel) * 208-354-1332 (fax)

EXHIBIT B: HARMONY DESIGN & ENGINEERING SCHEDULE OF RATES

Harmony Design & Engineering
18 N. Main, Ste 305, PO Box 369, Driggs, ID 83422
208-354-1331(tel) * 208-354-1332 (fax)

HARMONY
DESIGN & ENGINEERING

SCHEDULE OF RATES

PROFESSIONAL SERVICES

Principal Engineer/Landscape Arch	$ 198 /hr
Senior Project/Survey Manager	$ 180 /hr
Professional Engineer II	$ 166 /hr
Professional Engineer I	$ 156 /hr
Professional Landscape Architect II	$ 166 /hr
Professional Landscape Architect I	$ 156 /hr
Planner/Engineer/Designer	$ 142 /hr
Professional Land Surveyor	$ 170 /hr
Surveyor II	$ 140 /hr
Surveyor I	$ 122 /hr
Survey Technician	$ 103 /hr
GIS/CAD Drafter	$ 103 /hr
Landscape Architect Technician	$ 103 /hr
Administration	$ 92 /hr
Expert Witness	$ 410 / hr

DIRECT EXPENSES & FEES

Print, B&W (8 ½”x11”)	$ 0.35 /copy	Lath/Hubs/Stakes	$ 1.70 ea.
Print, B&W (11x17”)	$ 0.55 /copy	Spikes	$ 2.80 ea.
Print, Color (8 ½”x11”)	$ 1.45 /copy	Mag nail	$ 0.65 ea.
Print, Color (11x17”)	$ 2.85 /copy	Steel fence post	$ 16.00 ea.
Print, B&W (24x36”)	$ 8.00 /sheet	Rebar/Control Point	$ 7.00 ea.
Print, Color (24x36”)	$ 24.00 /sheet	Rebar & Aluminum cap	$ 13.00 ea.
Print, B&W Mylar	$ 24.00 /sheet	Flagging	$ 3.50 /roll
Mileage	$ 0.95 /mile	Marking Paint	$ 8.00 /can
Trimble GPS	$ 60.00 /hr	Aluminum pipe mon	$ 66.00 ea.
Robotic Total Station	$ 60.00 /hr	Bailer	$ 10.00 ea.
Field Meter	$ 30.00 /hr	Nitrate/Nitrite Test Strips	$ 3.00 ea.
Sounder	$ 30.00 /hr		

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, fees paid on behalf of the client, and travel costs are charged as listed above or at cost plus 10%.

These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.
Rates are subject to change.

Effective January 1, 2025

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") dated as of _____, 2025 ("**Effective Date**"), is by and between the Town of Jackson, Wyoming, P.O. Box 1687 Jackson, Wyoming 83002 ("**Town**"), and EcoConnect Consulting LLC, P.O. Box 13259 Jackson, Wyoming 83002 ("**Contractor**").

1. Statement of Services

Contractor shall provide executive director professional services to Town. The professional services are set forth in **Exhibit A**, **Scope of Work** ("**Services**"), which is incorporated as if fully set forth herein.

2. Term

The term of this Agreement shall be commence on the Effective Date and terminating December 31, 2026 ("**Term**"). Contractor or Town may terminate this Agreement at any time by giving the other ten (10) days prior written notice of termination; provided, however, that all compensation earned and costs incurred prior to such termination shall be payable to Contractor.

3. Compensation

The Town agrees to pay Contractor, as compensation for all of the Services for the Term $200.00/hour, with a total amount that shall not, in any event, exceed $7,000.00 ("Cap Amount"). It is specifically understood and agreed by Contractor that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by Contractor for Town. If work beyond the Services are desired, they shall be agreed to in writing prior to the Contractor embarking on them. Any work beyond the Services agreed to, shall be invoiced and paid at a rate of $200.00 per hour. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours over which Services are performed in any given period of time. Contractor shall submit properly detailed, appropriate invoices evidencing the Services performed to Town on or before the 10th of each month. All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 45 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

4. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor will not be considered an employee, partner, agent, or joint venture partner of Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall not be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Insurance

The Contractor shall secure and maintain customary liability insurance coverage for the Term.

6. Place of Performance

Contractor shall be responsible for maintaining their own office facilities and will not be provided with either office facilities or secretarial support by Town. Contractor shall supply at their own expense, all materials, supplies, equipment, and tools required to accomplish the Services agreed to be performed in accordance with this Agreement.

7. Ownership of Documents

Contractor shall transfer ownership to Town within two months subsequent to Town's payment of all Contractor's fees and expenses arising from Contractor's fulfillment of this Agreement. Contractor grants Town a limited license to use all documents on produced in accordance with Exhibits A and B ("Documents"), extensions of the Project, and for related uses of the Town, subject to receipt by Contractor of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Town acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Contractor , or for use or reuse by Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor ; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and consultants; (3) Town shall indemnify and hold harmless Contractor and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Contractor; and (4) such limited license to Town shall not create any rights in third parties. Contractor shall provide an electronic copy of the Documents in Microsoft Word, as well as all final plans, in a digital format approved by Town.

8. Contractor to Deliver Work Product in Event of Termination.

In the event that this Agreement is terminated under Section 2, Contractor agrees that it shall promptly deliver to the Town, or cause to be delivered to the Town, all concrete, transferable, and useable work product generated, and will assign to the Town all of the Contractor's right, title, and interest to such work product, without reservation in exchange for Town's payment of funds for such work product.

9. Notice

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:	Contractor:
Attn: Jackson Town Clerk	Attn: _____
P.O. Box 1687	P.O. Box _____
Jackson, Wyoming 83002	Jackson, Wyoming 8300___
clerk@jacksonwy.gov	_____

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.

10. General Provisions

A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.

D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

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

F. Section Headings. The section headings set forth in this Agreement are solely for the convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

G. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.

H. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

EcoConnect Consulting LLC

_____
_____, _____

Town of Jackson, Wyoming

_____
Arne O. Jorgensen, Mayor

ATTEST:_____
Riley Hovoka, Town Clerk

EXHIBIT A
SCOPE OF WORK

1. Three (3) meetings with the team
2. Civil engineering plans Review
3. Mitigation plan based on 50% construction set
4. The Mitigation Plan will be based on 50% construction plans and include:
    a. Calculation of impacts to higher value cover types
    b. Proposal for mitigation of these impacts
    c. Specifics for mitigation (e.g. species, quantities, location) to include on 100% engineering plans

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Town Council Special Mtg - Consent
Submitting Department:	Administration	**Presenter:**	Tanya Anderson
Agenda Item:	Request for Proposals for Electric Vehicle Charging Stations	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider a Request for Proposals (RFP) for Electric Vehicle (EV) Charging Stations.

Requested Action.
The requested action is for Council to consider the release of an RFP for EV Charging Stations.

Recommendations.
Staff recommends approving the release of the attached RFP for EV Charging Stations.

Background.
Electric vehicles provide many public benefits. Downtown EV charging stations encourage visitors to linger, shop, and eat at local businesses while they charge, providing an economic benefit for the Town. They also provide numerous environmental benefits. Unlike internal combustion engine (ICE) vehicles, they do not have any tailpipe emissions and thus do not contribute locally to asthma and other respiratory illnesses. They are also quieter and create less noise pollution that affects quality of life for humans and can have detrimental impacts on wildlife. They do not use motor oil and thus do not drip oil onto roadways that wash into our streams, impacting our water quality. Finally, they contribute much less to climate change, the impacts of which are predicted to cost more than the current global economy.

The Town of Jackson began purchasing Electric Vehicle Charging Stations for public use in 2013, using 2010 Energy Conservation Works (ECW) SPET funds to provide the first publicly available electric vehicle charging stations in the State of Wyoming. While there were very few electric vehicles in Jackson at that time, use of the charging stations has grown significantly, as has the number of charging stations available in Town. The Town currently owns public charging stations at 6 locations (Town Hall, Town Square, Deloney Lot, Home Ranch lot, Miller Parking Lot, and the Parking Garage), providing 10 L2 ports and 2 DCFC ports.

<u>Department of Transportation Charging and Fueling Infrastructure Grant</u>
At the May 15, 2023 Town Council meeting, Council directed staff to work with Sustainable Strategies to apply for a Department of Transportation (DOT) Charging and Fueling Infrastructure (CFI) Grant, in collaboration with Teton County, Yellowstone-Teton Clean Cities, Jackson Hole Airport, Teton Village Association, Teton County Library, and concessionaires within Grand Teton and Yellowstone National Parks. On August 29, 2024, staff were notified that we were awarded $5,506,368, the full amount requested. With the required 20% match, the total project cost will be $6,882,960. Each project partner is responsible for their portion of the match. The grant agreement with the Federal Highway Administration was executed on January 17th, 2025.

The Town of Jackson's portion of the grant funding for EV charging stations is $588,000. A 20% match of $147,000 is required, for a total project cost of $735,000. A portion of the award is allocated for grant administration, leaving $125,430 for the Town's match to pay for the purchase and installation of 16 new L2 charging ports and 4 new DCFC stations. The new stations will be located on Town-owned property in 5 different locations, including:

- Deloney Parking Lot – 122 N. King Street, Jackson, WY 83001
- Home Ranch Parking Lot – 250 N. Cache Street, Jackson, WY 83001
- Teton County Recreation Center – 220 N. King Street, Jackson, WY 83001

- Miller Parking Lot – 230 W. Deloney Ave, Jackson, WY 83001
- Phil Baux Park – 100 E. Snow King Ave., Jackson, WY 83001

At the March 17, 2025, Town Council Workshop, Council directed staff to draft an RFP to seek a vendor that will lease and manage current and future Town-owned charging stations and pay the Town of Jackson a portion of revenue generated. Council also directed staff to draft a plan to initiate user fees at Town-owned Electric Vehicle Charging Stations using the following criteria:

- Charge more at DCFC stations than L2 charging stations.
- Set fee structures at or below $0.36 per kWh at DCFC stations and at or below $0.20 per kWh at L2 stations.
- Include fee structures that incentivize turnover.

At the June 16, 2025, Regular Town Council Meeting, Council approved release of a Request for Information (RFI) seeking information from vendors and experts related to EV charging station technology, smart management, and more. The Town received 13 responses to the RFI providing helpful information about EV charging stations, associated technologies, and management models. Staff used that information to draft the attached RFP.

Analysis.

Subawardees were invited to join the Town's RFP. Teton County is the only subawardee that expressed interest. The RFP includes 20 charging ports on Town property and 10 on Teton County property. Releasing a joint RFP means that Teton County will have to accept the vendor that the Town of Jackson selects. The benefit is that there will be consistency among public EV charging stations, a joint RFP with a larger number of charging stations is likely to receive more proposals, and the Town and County are likely to benefit from lower prices due to economies of scale. The Town of Jackson and Teton County will have separate contracts with the selected respondent.

The scope of work in the RFP contains five different sections ranging from design plans to installation to management. Respondents may submit a proposal for the scope of work in one or more sections, or they may partner with other vendors to submit a proposal that covers all five sections. Teton County is seeking services for sections a, c, and d, and does not need services for sections b or e. The desired scope of work is as follows:

a) Prepare design plans for the new EV charging stations. The objective is to develop a comprehensive set of plans and specifications that cover the following scope of work:
    - Site plan, electrical plans, and specifications for 4 DCFC ports and 16 L2ports on Town property, and 10 L2 ports on Teton County property.
    - Analyze available electrical load to evaluate the possibility of adding more charging points in the future.
    - Maximize charger usability, such as designing installation so that 2 to 4 parking spots can access one charging port.
b) Prepare National Environmental Policy Act (NEPA) paperwork. The Town of Jackson intends to seek categorical exclusion for all sites where EV charging stations will be installed and seeks an experienced professional to complete this process. Teton County does not need this service for their sites.
c) Purchase new charging stations and associated technology. EV charging stations must adhere to the requirements in Section 4 of this document and should include options for maintenance plans. Additionally, the Town of Jackson is interested in purchasing EV charging stations and software that provide the following services:
    - Perform well in sub-zero temperatures.
    - Encourage turnover through the use of overstay fees or other mechanisms.
    - The ability to waive overstay fees during certain periods, such as overnight.
    - Enable discount programs such as local discount rates or discounts for employment, housing, or income-qualified persons.

- Reduce electricity consumption during peak periods through load-balancing technology, dynamic response and power control, and management practices or fee structures that disincentivize charging during periods of peak demand and encourage charging during periods when clean and renewable energy is available.
- Reduce emissions associated with EV charging through software that promotes energy conservation, or other technologies or practices.

d) Install new charging stations. Installation of 4 DCFC ports and 16 L2 ports on Town property and 10 L2 ports on Teton County property. Installation of new EV charging stations involves all aspects of managing the site before and after installation, including but not limited to:
   - Site preparation.
   - Electrical infrastructure.
   - Installing signage, bollards, and charging stations.
   - Pavement striping and painting.
   - Curb cuts and landscaping, as needed.
   - Required inspections to put the stations in service.

e) Manage 12 existing and 20 new charging stations on Town of Jackson property. Teton County does not need this service. The Town seeks a qualified respondent to manage the new EV charging stations, and to take over management of 12 existing EV charging stations owned by the Town. The 12 existing charging ports have a 5-year maintenance contract with Chargepoint that is effective through June 30, 2030. The Town will maintain ownership of the EV charging stations and will enter into a multi-year contract with the selected respondent, who will be responsible for managing them. The Town is interested in a revenue-share model in which the Town owns the charging stations and the operator manages the charging stations for a share of a percent of the charging revenue. Respondents may propose different models for a contract, including leasing the stations from the Town and returning a portion of the revenue to the Town. If the respondent proposes a fixed-fee O&M management plan, they must have a local employee who handles all day-to-day responsibilities of managing the stations, including regular monitoring, preventative maintenance, and communications with the charging station vendor. The selected respondent will be responsible for:
   - Monitoring EV charging stations regularly
   - Scheduling and conducting routine preventative maintenance on EV charging stations.
   - Maintaining all EV charging stations, managing repairs, and ensuring a 97% uptime. If charging stations have maintenance plans, the manager will be responsible for reporting maintenance issues, communicating with the vendor or maintenance plan officer, and ensuring swift service.
   - Managing customer communications and communications with vendors and contractors.
   - Registering all EV charging stations and paying associated fees and taxes.
   - Paying for electricity associated with charging stations at the Green Power rate.
   - Providing information to the Town required for federal grant reporting and annual emissions inventories.
   - Establishing fair rates for users. The Town aims to provide public EV charging at a reasonable and economical rate that encourages the use of electric vehicles. Electricity rates for Green Power are currently 6.8 cents per kWh in Jackson. The Town aims to cover the costs of owning and maintaining the stations while keeping costs at or below 20 cents per kWh at L2 charging stations, and at or below 35 cents per kWh at DCFC stations. If electricity prices increase in the future, the cost of charging should remain less than 300% of the cost per kWh for electricity for L2 stations and less than 500% of the cost per kWh for electricity for DCFC stations.
   - Managing discount programs.
   - Coordinating with Yellowstone-Teton Clean Cities to ensure any education and outreach materials are consistent with what is prepared and approved by the project team.

Staff recommends moving forward with releasing an RFP that contains a varied and robust scope of work to reduce staff time dedicated to reviewing proposals, will allow us to move forward with the project more efficiently, and may reveal economies of scale if respondents are able to provide services in more than one area. If Teton County chooses to opt out of the RFP that is approved by Council, or if the Federal Highway Administration directs staff to make changes, staff will edit the RFP prior to release.

Possible Alternatives.

- Council could reject the RFP as drafted and direct staff to return with an RFP with a different scope.
- Council could direct staff to pause the project.

Comprehensive Plan & Priority Alignment.

Net Zero Resolution

Principle 2.3 – Reduce greenhouse gas emissions through transportation
Transportation accounts for approximately 80% of the total carbon emissions in the community and should be a focus of the community's efforts to reduce energy consumption. Reducing fuels consumed for transportation and using renewable fuels has the greatest potential to reduce the community's overall carbon emissions and consumption of non-renewable resources.

Principle 7.2 - Reduce greenhouse gases from vehicles to below 2012 levels
One of the biggest threats to the health of the ecosystem is climate change. The most significant local contributor to greenhouse gas emissions is surface transportation – the cars, trucks, and buses we use to travel into, within, and out of the community. As stewards of the ecosystem, we will manage our transportation to reduce emissions. Cleaner vehicles, fewer trips, and trips that move more people will be prioritized over strategies focused on reducing congestion.

Town of Jackson Sustainability Plan Goals

- Reduce GHG emissions associated with surface transportation and motors
- Reduce noise pollution
- Reduce energy consumption during peak periods

Town of Jackson Sustainability Plan Targets

- Reduce community-wide GHG emissions attributed to surface transportation 30% by 2030

Town of Jackson Sustainability Plan Strategies:

- Plan for an electric future
- Incentivize electric vehicle charging during off-peak hours

Fiscal Impact.

It costs a few hundred dollars to advertise an RFP. Council could reject all proposals. $735,000 is budgeted in FY26 for EV charging stations purchased with grant funding through the DOT CFI grant, of which $73,500 is reserved for grant administration. 80% will be reimbursed by the CFI grant, and 20% is the Town's match. The Town could seek Energy Conservation Special Purpose Excise Tax (SPET) funds or other external funds to support the cost of the match.

Staff Impact.

Reviewing the thirteen proposals submitted in response to the RFI and drafting this RFP and staff report took Ecosystem Stewardship staff approximately 20 hours. It will take the Town Clerk an estimated 2 hours to advertise and release the RFP, and to communicate with respondents. It took the Legal Department approximately 4 hours to review this staff report and the RFP. It will take staff from Ecosystem Stewardship, Public Works, and Transportation an estimated 30 hours to review information received by vendors, select the winning proposal, and negotiate a contract.

Attachments or Links.
RFP

Suggested Motion.
I move to approve the release of the RFP for EV charging stations as presented in this staff report, subject to minor modifications by staff and/or as directed by the Federal Highway Administration.

REQUEST FOR PROPOSALS

Design Plans, Purchase, Installation, and Management of Electric Vehicle Charging and Fueling Infrastructure and Associated Technology

Issued: September 9, 2025
Jackson, Wyoming

Requested By:	Town of Jackson
Due Date:	10:00 am MST September 30, 2025
Response Submission:	via e-mail: clerk@jacksonwy.gov
Contact and Questions:	Tanya Anderson Ecosystem Stewardship Administrator tanderson@jacksonwy.gov
Deadline for Questions:	5:00 PM MST September 17, 2025

1. SUMMARY

The Town of Jackson, Wyoming seeks proposals from qualified and experienced persons, firms, or teams of firms ("Respondents") to submit a proposal for the supply of equipment and services for a minimum of 20 Electric Vehicle (EV) charging station ports at a minimum of five sites, including design plans, completion of National Environmental Policy Act (NEPA) paperwork, purchase and installation of EV charging stations and associated technology, and management of EV charging stations upon installation. Additionally, Teton County seeks to install 10 charging ports on two County properties. The scope of work to be undertaken is defined by a federal competitive funding award from the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) under the Charging and Fueling Infrastructure (CFI) program. Respondents are invited to submit a proposal that addresses the requirements defined in this RFP and may submit proposals for one or more components of this RFP.

This RFP seeks proposals from an individual, firm, or team to:

- Prepare design plans for the new EV charging stations.
- Prepare National Environmental Policy Act (NEPA) paperwork.
- Purchase new charging stations and associated technology, signage, and infrastructure.
- Install 30 new charging ports and associated technology, signage, and infrastructure.
- Manage and maintain 12 existing and 20 new charging ports.

These tasks may be completed by several different firms completing one or more portions of the project scope, by one firm that can do the full scope of work, or by multiple firms that submit a proposal together.

2. BACKGROUND

The Town of Jackson is a community in Northwest Wyoming with just over 10,000 residents. It is the sole municipality within Teton County, Wyoming, whose population, including the Town of Jackson, is just over 23,000 residents. The Town currently owns and maintains 10 L2 charging stations and 2 DCFC stations, which were purchased with Special Purpose Excise Tax funding. Since their installation more than ten years ago, the Town of Jackson has never charged user fees at these stations. With the addition of 20 EV charging stations, the Town intends to implement a user fee program. Through pricing mechanisms, software technology, and discount programs, the Town aims to encourage turnover at charging stations, support residents in multi-family housing who cannot charge at home, support local businesses, reduce peak electricity demand, and reduce emissions associated with electric vehicle charging.

The Town of Jackson was awarded $5,506,368 under the CFI program ("CFI Grant") to install EV charging stations in the Greater Yellowstone Region in collaboration with nine subawardees, including Teton County, WY, Teton County Library, Teton Village Association, Jackson Hole Airport, Central Wyoming College, Yellowstone Teton Clean Cities, Xanterra, Yellowstone Service Stations, and Grand Teton Lodge Company. The grant agreement was fully executed on January 17, 2025, and funding will provide an 80% match for the installation of charging stations.

$661,500 (80% Federal funding and 20% match) of the CFI Grant is allocated to the purchase and installation of 16 Level 2 (L2) ports and 4 Direct Current Fast Charging (DCFC) ports within the Town of Jackson. The Town intends to fund the 20% match and will maintain ownership of the charging stations. $486,000 (80% Federal funding and 20% match) of the CFI Grant is allocated to Teton County, WY, for the installation of electrical infrastructure for up to 42 future EV charging ports at the Stilson Transit Center, installation of 6 L2 ports at the Stilson Transit Center, and installation of 4 L2 ports on another Teton County, WY property. Teton County intends to fund the 20% match and will maintain ownership of their charging stations. The contract for electrical infrastructure has already been awarded by Teton County as a part of its Stilson Transit Center project. This Request for Proposals (RFP) pertains only to the 20 EV charging station ports to be installed within the Town of Jackson and the 10 ports to be installed on Teton County property. The selected vendor will be required to enter into separate contracts with the Town of Jackson and Teton County for their respective portions of the CFI Grant.

The Town of Jackson aims to deploy 20 new electric vehicle (EV) charging stations ports, including 4 DCFC ports and 16 L2 ports, on Town-owned property in 5 different locations. Project sites are on land owned by the Town of Jackson, and include:

- Deloney Parking Lot – 122 N. King Street, Jackson, WY 83001
- Home Ranch Parking Lot – 250 N. Cache Street, Jackson, WY 83001
- Teton County Recreation Center – 220 N. King Street, Jackson, WY 83001
- Miller Parking Lot – 230 W. Deloney Ave, Jackson, WY 83001
- Phil Baux Park – 100 E. Snow King Ave., Jackson, WY 83001

Teton County aims to deploy 46 EV charging station ports on County property, at two locations. Ten L2 ports will be installed using CFI Grant funding, the remaining ports will be installed in the future. The locations may include:

- Stilson Lot – 1455 Beckley Park Way, Wilson, WY 83014 (6 ports under this RFP)
- Teton County Health Department – 460 E. Pearl Avenue, Jackson, WY 83001 (4 ports under this RFP)

Permitting, design, utility construction, equipment installation, and testing/validation for all charging stations installed with this grant funding must be completed no later than January 16, 2028. The Town of Jackson intends to install 20 charging ports on Town property in the spring of 2026, and Teton County intends to install 4 charging ports at the Teton County Health Department and 6 ports at the Stilson Transit Center in the spring of 2026. Proposals from Respondents who can place charging stations in service by May 31, 2026, will be prioritized.

The Town of Jackson's CFI Grant funding agreement with FHWA divides the work scope into two phases. The first phase, officially obligated in the amount of $825,955 (Federal), is for pre-construction work, including engineering design plans and the environmental review process as defined under NEPA. The Town's portion of Phase I funding is $79,380 (Federal); the majority of Teton County's portion of Phase 1 has been awarded as part of its Stilson Transit project. Phase 2, to be funded with the remaining funds, will involve the purchase and installation of equipment at the selected sites. Obligation of those funds is contingent upon the successful completion of the first phase of work and the availability of federal funding as explained below. Any funds not expended in Phase I will be available for the purchase and installation of EV Charging Stations.

At the time of this RFP's release, USDOT is conducting internal review of all competitive funding programs to determine alignment with recent shifts in federal policies. All projects awarded since 2021 that have not yet been fully obligated, including this one, are subject to this review process. The outcome of the review may result in significant changes to the project work scope, up to and including cancellation of all remaining unobligated phases. Accordingly, Respondents to this RFP must be aware that the second phase of work is contingent upon the outcomes of the USDOT review. No timeline has been provided by USDOT for completion of the review and notification of their findings and recommendations to awardees.

The Town of Jackson and Teton County reserve the right not to authorize Phase 2 of this project if federal CFI funding support is withdrawn. Under such a scenario, the Town and Teton County may consider other funding options to advance the project into Phase 2, potentially with a reduced scope. The Town and Teton County are unable to make such a commitment at this time. By submitting an application, the Respondent is acknowledging this possibility and forfeits all rights to claim reimbursement above and beyond the amount that has been obligated for pre-construction activities if the contract is terminated after Phase 1.

A primary goal of the Town of Jackson is to minimize the impact of EV charging on the grid and optimize the use of clean energy to charge vehicles. This could be accomplished through the utilization of load-balancing technology, dynamic response and power control, and management practices that disincentivize charging during periods of peak demand and encourage charging during periods when clean and renewable energy is available. Lower Valley Energy, the local energy cooperative, purchases power from the Bonneville Power

Administration. Much of the local electricity supply comes from hydroelectric power, especially in the spring and summer. Electricity demand in Jackson is highest in the winter, when hydroelectric power comprises a smaller portion of the grid. Daily peak demand in Jackson occurs in the morning, typically between 7 am and 9 am. Lower Valley Energy does not currently charge energy pricing based on the time of day. However, they charge demand fees based on the highest amount of electricity used in a single 15-minute period during the course of the month. Demand fees sometimes exceed usage fees per kilowatt hour (kWh) used in some Town of Jackson buildings. The Town is interested in reducing the amount of electricity consumed during peak periods to reduce demand fees, while also reducing the amount of electricity that needs to be supplied by non-renewable resources. Most of the sites selected for current and future EV Charging Stations do not allow overnight parking. There are a variety of tools that could be deployed to reduce peak demand and associated emissions, including circuit sharing between ports, setting power ceilings by time of day, and pricing-based load shifting. Town of Jackson charging stations frequently share a power source with a building or other charging stations. Software that can apply static or dynamic limits or prevent overloading is preferred. Open protocols like OPCC are required to ensure compatibility between different hardware.

The Town has never charged for the use of its charging stations. When the new charging stations are installed, the Town and Teton County plan to initiate a per-kilowatt-hour (kWh) fee for users. Additionally, the Town and Teton County are interested in assessing overstay fees to encourage turnover. In most locations, a status-based overstay fee that initiates a fee after an established grace period expires is most appropriate. Time-based overstay fees may be appropriate in select locations. The Town and Teton County desire the ability to waive overstay fees overnight or during other periods where there may be safety implications.

The Town and County are interested in establishing discount programs for employees, locals, income- or employment-qualified individuals, and individuals who live in multi-family housing and cannot charge electric vehicles at home. These may include RFID cards or mobile apps, discount codes, license plate recognition, email recognition, or other methods to provide a percentage-based discount or flat fee for identified user groups. Respondents should include proposals for discount programs

Respondents should include plans for signage that distinguishes EV-only spaces, spaces that can be used as parking if all other parking spaces are full, ADA spaces, and accessible spaces that can be used by non-ADA vehicles and should be used last. Tow-away signs, ticketing information, and overstay time limits should be noted on signage, along with welcoming messaging about the charging stations. Signage should note that charging stations are powered by 100% Green Power.

The Town of Jackson and Teton County are both interested in maintenance plans for the new charging stations. Maintenance plans must include 24/7 system monitoring, remote diagnostic capabilities, and service level agreements with a 24- to 72-hour response time. Plans that include scheduled preventative maintenance and the availability or storage of spare parts locally are preferred. Respondents should identify local or regional technicians who can service stations, or a plan for getting qualified technicians to Jackson in a timely manner. Customer support should be available online and through direct phone contact in multiple languages. Respondents may propose maintenance plans such as full-service agreements, consistent monitoring, and local technological support.

The Town is interested in entering into a contract with a third party that will manage 20 new and 12 existing EV charging ports. Respondents may propose leasing the charging stations from the Town and paying a portion of revenue back to the Town, a revenue-share model where the operator manages the stations for a share of the charging revenue, or another model that effectively removes management responsibilities from Town staff. Any Respondents proposing a fixed-free operations and management (O&M) plan must include a local employee to handle monitoring, maintenance, software updates, and all day-to-day responsibilities of managing the stations, ensuring a 97% up time.

3. SCOPE OF WORK

The Town of Jackson seeks proposals from experienced persons, firms, or teams with expertise in the field of EV charging design and engineering services, EV charging station manufacturing and installation, EV charging station software, and EV charging station management, that address one or more of the following elements:

a) Prepare design plans for the new EV charging stations. The objective is to develop a comprehensive set of plans and specifications that cover the following scope of work:
   - Site plan, electrical plans, and specifications for 4 DCFC ports and 16 L2ports on Town property, and 10 L2 ports on Teton County property.
   - Analyze available electrical load to evaluate the possibility of adding more charging points in the future.
   - Maximize charger usability, such as designing installation so that 2 to 4 parking spots can access one charging port.

b) Prepare National Environmental Policy Act (NEPA) paperwork. The Town of Jackson intends to seek categorical exclusion for all sites where EV charging stations will be installed and seeks an experienced professional to complete this process. Teton County does not need this service for their sites.

c) Purchase new charging stations and associated technology. EV charging stations must adhere to the requirements in Section 4 of this document and should include options for maintenance plans. Additionally, the Town of Jackson is interested in purchasing EV charging stations and software that provide the following services:
   - Perform well in sub-zero temperatures.
   - Encourage turnover through the use of overstay fees or other mechanisms.
   - The ability to waive overstay fees during certain periods, such as overnight.
   - Enable discount programs such as local discount rates or discounts for employment, housing, or income-qualified persons.
   - Reduce electricity consumption during peak periods through load-balancing technology, dynamic response and power control, and management practices or fee structures that disincentivize charging during periods of peak demand and encourage charging during periods when clean and renewable energy is available.
   - Reduce emissions associated with EV charging through software that promotes energy conservation, or other technologies or practices.

d) Install new charging stations. Installation of 4 DCFC ports and 16 L2 ports on Town property and 10 L2 ports on Teton County property. Installation of new EV charging stations involves all aspects of managing the site before and after installation, including but not limited to:
   - Site preparation.
   - Electrical infrastructure.
   - Installing signage, bollards, and charging stations.
   - Pavement striping and painting.
   - Curb cuts and landscaping, as needed.
   - Required inspections to put the stations in service.

e) Manage 12 existing and 20 new charging stations on Town of Jackson property. Teton County does not need this service. The Town seeks a qualified Respondent to manage the new EV charging stations, and to take over management of 12 existing EV charging stations owned by the Town. The 12 existing charging ports have a 5-year maintenance contract with Chargepoint that is effective through June 30, 2030. The Town will maintain ownership of the new EV charging stations and will enter into a multi-year contract with the selected Respondent, who will be responsible for managing them. The Town is interested in a revenue-share model in which the Town owns the charging stations and the operator manages the charging stations for a share of a percent of the charging revenue. Respondents may propose different models for a contract, including leasing the stations from the Town and returning a portion of the revenue to the Town. If the Respondent proposes a fixed-fee O&M management plan, they must have a local employee who handles all day-to-day responsibilities of managing the stations, including regular monitoring, preventative maintenance, and communications with the charging station vendor. The selected Respondent will be responsible for:

- Monitoring EV charging stations regularly
- Scheduling and conducting routine preventative maintenance on EV charging stations.
- Maintaining all EV charging stations, managing repairs, and ensuring a 97% uptime. If charging stations have maintenance plans, the manager will be responsible for reporting maintenance issues, communicating with the vendor or maintenance plan officer, and ensuring swift service.
- Managing customer communications and communications with vendors and contractors.
- Registering all EV charging stations and paying associated fees and taxes.
- Paying for electricity associated with charging stations at the Green Power rate.
- Providing information to the Town required for federal grant reporting and annual emissions inventories.
- Establishing fair rates for users. The Town aims to provide public EV charging at a reasonable and economical rate that encourages the use of electric vehicles. Electricity rates for Green Power are currently 6.8 cents per kWh in Jackson. The Town aims to cover the costs of owning and maintaining the stations while keeping costs at or below 20 cents per kWh at L2 charging stations, and at or below 35 cents per kWh at DCFC stations. If electricity prices increase in the future, the cost of charging should remain less than 300% of the cost per kWh for electricity for L2 stations and less than 500% of the cost per kWh for electricity for DCFC stations.
- Managing discount programs.
- Coordinating with Yellowstone-Teton Clean Cities to ensure any education and outreach materials are consistent with what is prepared and approved by the project team.

4. KEY REQUIREMENTS AND GUIDELINES

The CFI Grant requires that the charging stations must have at least four National Electric Vehicle Infrastructure (NEVI) compliant network-connected charging ports at each location and be capable of simultaneously charging at least four EVs. The grant also requires that all aspects of the project abide by all applicable federal procurement regulations, as amended from time to time, including the following regulations:

- Buy America
- Davis Bacon wage rates
- Brooks Act
- Uniform Code 2 CFR 200

To qualify for reimbursement with grant funding, EV charging stations must abide by the 23 Code of Federal Regulations (CFR) Part 680 guidelines, including:

§ 680.106 (c) Connector Type

- Each DCFC port must be capable of charging any Combined Charging System (CCS)-compliant vehicle
- Each DCFC port must have at least one permanently attached CCS Type 1 connector
- Each DCFC station most have at least one permanently attached NACS connector
- Each AC Level 2 charging port must have a permanently attached J1772 connector and must charge any J1772-compliant vehicle

§ 680.106 (d) (1) Power Level for DCFC

- Output voltage range of at least 250 volts DC to 920 volts DC

§ 680.106 (d) (2) Power Level for AC L2

- Must have a continuous power delivery rating of at least 6 kW simultaneously across all AC ports
- AC L2 chargers may conduct power sharing and/or participate in smart charge management when the EV charging customer consents to accepting a lower power level.

§ 680.106 (e) Availability

- Stations must be available and accessible to the public at least as frequently as the business operating hours of the site host.

§ 680.106 (f) Payment Methods

Charging stations must include a point-of-sale system or be capable of having one installed. Unless charging is permanently provided free of charge to customers, charging stations must:

- Provide for secure payment methods, accessible to persons with disabilities, which at a minimum shall include:
    - A contactless payment method that accepts major debit and credit cards, and
    - Either an automated toll-free phone number or short message/messaging system (SMS) that provides the EV charging customer with the options to initiate a charging session and submit payment.
- Not require membership for use.
- Not delay, limit, or curtain power flow to vehicles on the basis of payment method or membership.

- Provide access for users that are limited English proficient and accessibility for people with disabilities. Automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations.

§ 680.106 (g) Equipment Certification.

All chargers must be certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory, and all AC L2 chargers must be ENERGY STAR certified. DCFC and AC L2 chargers should be certified to the appropriate Underwriters Laboratories standards for EV charging system equipment.

§ 680.106 (h) Security.

Charging station operations must protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid.

§ 680.106 (i) Long-term stewardship.

Charging stations must be maintained in compliance with this part for a period of not less than 5 years from the initial date of operation.

§ 680.106 (j) Qualified technician.

Workforce installing, maintaining, and operating chargers must have appropriate licenses, certifications, and training to ensure that the installations and maintenance of chargers is performed safely and by a qualified workforce of licensed technicians and other laborers.

§ 680.106 (k) Customer service.

EV charging stations must have mechanisms for customers to report outages, malfunctions, and other issues with charging infrastructure.

§ 680.106 (l) Customer data privacy.

Charging station operators must collect, process, and retain only that personal information strictly necessary to provide the charging service to a customer, including information to complete the charging transaction and to provide the location of charging stations to the consumer. Chargers and charging networks should be compliant with appropriate Payment Card Industry Data Security Standards (PCI DSS) for the processing, transmission, and storage of cardholder data. Charging Station Operators must also take reasonable measures to safeguard consumer data.

§ 680.108 Interoperability of Electric Vehicle Charging Infrastructure

- Charging software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.
- Chargers must conform to OCPP 2.0.1 and OCPI 2.2.1 and be capable of communicating with the other charging networks.
- Chargers must be designed to securely switch charging network providers without any changes to hardware.

§ 680.112 Data Submittal

The fields below must be readily accessible, where applicable, to meet federal data reporting requirements. The following are required for quarterly data submittal:

1. Charging station identifier that the following data can be associated with. This must be the same charging station name or identifier used to identify the charging station in data made available to third parties in §680.116(c)(1).

2. Charge port identifier. This must be the same charging port identifier used to identify the charging port in data made available to third parties in §680.116(c)(8)(iii).
3. Charging session start time, end time, and any error codes associated with an unsuccessful charging session by port.
4. Energy (kWh) dispensed to EVs per charging session by port.
5. Peak session power (kW) by port.
6. Payment method associated with each charging session.
7. Charging station port uptime, T_outage, and T_excluded calculated in accordance with the equation in §680.116(b) for each of the previous 3 months.
8. Duration (minutes) of each outage.

The following are required for annual data submittal:

1. Maintenance and repair cost per charging station for the previous year.
2. Identification of and participation in any State or local business opportunity programs, including but not limited to minority-owned businesses, Veteran-owned businesses, woman-owned businesses, and businesses owned by economically disadvantaged individuals.

The following are required for one-time data submittal:

1. The name and address of private entities involved in the operation and maintenance of chargers.
2. Distributed energy resource installed capacity per charging station.
3. Charging station real property acquisition cost, charging equipment acquisition and installation cost, and distributed energy resource acquisition and installation cost.
4. Aggregate grid connection and upgrade costs paid to the electric utility as part of the project.

§ 680.114 Charging Network Connectivity of EV Charging Infrastructure

Charger-to-charger-network communication.

1. Chargers must communicate with a charging network via a secure communication method. See § 680.108 for more information about OCPP requirements. Ethernet connectivity is strongly encouraged.
2. Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks.
3. Charging networks must perform and chargers must support remote charger monitoring, diagnostics, control, and smart charge management.
4. Chargers and charging networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime.

Charging-network-to-charging-network communication. A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks. See § 680.108 for more information about OCPI requirements.

Charging-network-to-grid communication. Charging networks must be capable of secure communication with electric utilities, other energy providers, or local energy management systems.

Disrupted network connectivity. Chargers must remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power level defined in § 680.106(d).

§ 680.114 Information on publicly available electric vehicle charging infrastructure locations, pricing, real time availability, and accessibility through mapping.

Communication of Price

1. The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in $/kWh.
2. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session.
3. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

Minimum Uptime: Each charging port must have an average annual uptime of greater than 97%.

1. A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).
2. Charging port uptime must be calculated on a monthly basis for the previous twelve months.
3. Charging port uptime percentage must be calculated using the following equation: $\mu = ((525{,}600-(T_{outage}-T_{excluded}))/525{,}600) \times 100$ where: μ = port uptime percentage, T_{outage} = total minutes of outage in previous year, and $T_{excluded}$ = total minutes of outage in previous year caused by the following reasons outside the charging station operator's control, provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters. Also excluded are hours outside of the identified hours of operation of the charging station

Third Party Data Sharing: The following data fields must be made available, free of charge, to third-party software developers, via application programming interface. Refer to § 680.116(c) for the comprehensive list of data fields.

Other Federal Requirements All statutory and regulatory requirements that are applicable to funds apportioned under chapter 1 of Title 23, United States Code, and the requirements of 2 CFR part 200 apply. This includes the applicable requirements of 23, United States Code, and Title 23, Code of Federal Regulations, such as the America Act (Pub. L. No 117-58, div. G sections 70901-70927).

g) As provided at 23 U.S.C. 109(s)(2), projects to install EV chargers are treated as if the project is located on a Federal-aid highway. As a project located on a Federal-aid highway, 23 U.S.C. 113 applies and Davis Bacon Federal wage rate requirements included at subchapter IV of chapter 31 of Title 40, U.S.C., must be paid for any project funded with NEVI Formula Program funds.

g) The American with Disabilities Act of 1990 (ADA), and implementing regulations, apply to EV charging stations by prohibiting discrimination on the basis of disability by public and private entities. EV charging stations must comply with applicable accessibility standards adopted by the Department of

Transportation into its ADA regulations (49 CFR part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 CFR parts 35 and 36) in 2010

g) Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to this program to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

g) All applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations, apply to this program.

g) The Disadvantaged Business Enterprise (DBE) program does not apply to the NEVI Formula Funds; however, the DBE program may apply to other programs apportioned under chapter 1 of Title 23, United States Code.

g) The Uniform Relocation Assistance and Real Property Acquisition Act, and implementing regulations, apply to this program by establishing minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.

g) The National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures apply to this program by establishing procedural requirements to ensure that Federal agencies consider the consequences of their proposed actions on the human environment and inform the public about their decision making for major Federal actions significantly affecting the quality of the human environment.

5. SUBMITTAL REQUIREMENTS

Responses must be submitted through the Town Clerk, Riley Hovorka, at clerk@jacksonwy.gov and must be compiled into two (2) .pdf documents named 1) "EV Charging Infrastructure Request for Proposal – [company name]" - Proposal, and 2) "EV Charging Infrastructure Request for Proposal - [company name] - Fee Proposal" before the date identified in Section 7. Physical (paper) copies of RFP responses are not allowed.

At a minimum, responses should include the following information in the first PDF:

a) **Cover Letter** - A transmittal cover letter on the Respondent's organization's letterhead, and shall clearly identify the name, title, telephone number, and email address of the person who will serve as the Respondent's representative for all matters relating to the RFP.

b) Table of Contents

c) **Project Approach –** Describe your understanding of the objectives, purpose, and scope of this project and your approach to completing the project successfully, highlighting any outstanding features, qualifications, and relevant experience.

d) **Project Schedule** – Provide a project schedule and describe current job commitments and how your company can complete the work during the specified timeframe.

e) **Relevant experience or qualifications** – Identify lead and support personnel and include resumes of such with listings of relevant experience and areas of expertise. Identify major projects completed within the last three years. Provide examples of previous projects of a similar nature.

f) **References** - Include the reference's name, title, organization, email, phone number, address, and a brief description of their relationship to the Respondent.

g) **Conflict of Interest** – List any potential conflicts of interest.

Responses should include the following information in the second PDF:

h) **Cost** - Provide a detailed, itemized budget. If applicable, Respondents may provide multiple package options and note the difference between packages. The budget shall be placed in a file separate from the original proposal and should include proposed staff hourly rates, plus overhead, travel and additional project costs to be charged for charge order items. Include estimates of hours needed to complete the project and an estimated distribution of those hours over the course of the project. A total price shall be plainly visible.

Responses must be in the same sequence and format as listed in Section 3.

6. EVALUATION CRITERIA

The Selection Panel will refer to the criteria listed below while evaluating proposals. Each Proposal will receive a score of 1 through 10 for each evaluation criterion. 10 – Excellent; 7.5 – Good; 5.0 – Satisfactory; 2.5 – Marginal; 0 – Unsatisfactory. The *rating* for each of the evaluation criteria will be multiplied by the *weight* to calculate the *score* for that criterion. Scores for criteria 1 through 6 will be added together to determine the *subtotal*. Respondents shall submit two PDFs, one for the Proposal and one for the Fee Proposal. Proposals will be opened, evaluated, and weighted first. When this is completed, Fee Proposals will be opened and evaluated. The Proposal Sub-total score and Fee Proposal score will be added to determine the total score. The maximum score for any proposal is 420.

	EVALUATION CRITERIA	RATING		WEIGHT		SCORE
1	**Project approach:** Alignment with and understanding of project goals, including reducing peak demand and emissions associated with EV charging; feasibility; innovation			10		
2	**Experience and qualifications:** Previous relevant projects; experience and qualifications of key staff			8		
3	**Project management:** Project management approach, including timelines and milestones.			6		
4	**References:** Relevance of references provided; quality of past client feedback			4		
5	**Sustainability:** Does the Respondent demonstrate commitment to sustainability through organizational practices? Does the proposal include actions to reduce emissions in the scope of work? Does the Respondent use electric vehicles?			2		
6	**Overall Quality of the Proposal:** Does the Respondent follow directions in the RFP? What is the overall quality of the proposal?			2		
				Sub-Total		
7	**Proposed Fee Proposal**			10		
				TOTAL		

7. TIMELINE

The RFP will proceed on the following schedule:

RFP Released: September 9, 2025

Deadline for Questions: 5:00 PM MST September 17, 2025

Responses Due: 10:00 AM MST September 30, 2025

Proposal Opening: 10:30 AM MST September 30, 2025, Council Chambers

Review Process: October 1 -31, 2025

Select bid- pending Town Council Approval: December 2, 2025

Key Milestones:

- **Design Plans completed and NEPA paperwork submitted within one month of executing a contract.**
- **EV Charging Installation: Spring of 2026, pending obligation of Phase 2 funding through the CFI Grant.**
- **Desired placed-in-service date: May 31, 2026.**

Questions may be directed to the RFP contact, Tanya Anderson, via email at tanderson@jacksonwy.gov by 5:00 PM MST on September 17, 2025.

8. TERMS AND CONDITIONS

- Any and all documents submitted to the Town of Jackson may be deemed public records subject to examination and inspection by third parties. Any material submitted that is to be considered confidential must be clearly marked as such.
- RFP responses will be accepted from any organization interested in designing plans for the charging stations and submitting NEPA paperwork, installing the new charging stations, and managing existing and new charging stations, or any one or more of those elements.
- All costs incurred in the preparation and presentation of a submitted response, in any way whatsoever, shall be wholly absorbed by the responding party(ies).
- The Town may contact Respondents with clarifying questions. Respondents may be asked to provide supplemental information.
- Submission of an RFP response is not a guarantee of a future contract award.

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

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Special Town Council – consent item
Submitting Department:	Joint Affordable Housing	**Presenter:**	Kristi Malone
Agenda Item:	Deed Restriction for Affordable & Workforce Rental Housing at 1120 South Park Loop	**Public Comment:**	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider an Affordable Rental Deed Restriction and a Workforce Rental Deed Restriction ("Restrictions") for twelve apartments located at 1120 South Park Loop. These residential units are being restricted to satisfy the housing mitigation requirement for development of the Hoback Club (Teton Village Tract H1). Additionally, five on-site Affordable and Workforce rental condos at the Hoback Club were approved August 19, 2025 by the Board of County Commissioners (since they are located within Teton County jurisdiction) to fulfill required housing mitigation. The total results in:

1120 South Park Loop:
- Unit 101: 1 bedroom with Income Range <50% Median Family Income.
- Unit 102: 1 bedroom with Income Range <50% Median Family Income.
- Unit 208: 2 bedrooms with Income Range <50% Median Family Income.
- Unit 209: 2 bedrooms with Income Range 50-80% Median Family Income.
- Unit 210: 2 bedrooms with Income Range 80-120% Median Family Income.
- Unit 211: 2 bedrooms with Income Range 80-120% Median Family Income.
- Unit 302: 2 bedrooms with Income Range 80-120% Median Family Income.
- Unit 206: 1 bedroom with Income Range 50-80% Median Family Income.
- Unit 212: 2 bedrooms with Workforce occupancy.
- Unit 301: 2 bedrooms with Workforce occupancy.
- Unit 304: 2 bedrooms with Workforce occupancy.
- Unit 311: 2 bedrooms with Workforce occupancy.

Hoback Club at 3355 W Cody Lane, Teton Village
- DR Unit 1: 1 bedroom with Workforce occupancy.
- DR Unit 2: 1 bedroom with Workforce occupancy.
- DR Unit 3: 1 bedroom with Income Range 80-120% Median Family Income.
- DR Unit 4: 1 bedroom with Income Range 80-120% Median Family Income.
- DR Unit 5: 3 bedrooms with Workforce occupancy.

Requested Action.

Approval of the Restrictions and authorization of Mayor Jorgensen to sign the Restrictions.

Recommendations.

Staff recommends approval of the Restrictions.

Background.

The Teton County Land Development Regulations (LDRs) say that new development must provide mitigation for some of the need for affordable workforce housing it creates. New development creates new jobs that bring workers to Teton County to fill those jobs. Many of these workers do not earn enough to afford the high price of local market-rate housing and must commute to Teton County. The impacts of a growing non-local workforce are detrimental community-wide from increased commuter traffic, more wildlife and natural resource impacts, fracturing of neighborhood character, and less personal investment in the heart of our community. When developers mitigate some of the housing need generated

by new jobs they created by permanently restricting affordable workforce housing, some of those impacts are minimized.

The output value from the current Teton County Housing Mitigation Calculator for development of the Hoback Club in Teton Village is a 10.419 restricted housing unit requirement. However, consideration of the method for providing these units and assurances made by the applicant to the Board of County Commissioners in 2019 to exceed the LDR requirement, have resulted in a 17-unit mitigation requirement agreed upon by the applicant and fulfilled by five condos at Hoback Club and 12 apartments at 1120 South Park Loop:

- Current housing mitigation policy = 10.419 restricted units
- Applicant chose to "round up" to total complete units = 11 restricted units
- Applicant chose to adjust the affordability allocation between on-site and off-site = 13 restricted units
- Applicant chose to add four more Workforce-restricted apartments = 17 restricted units

Please continue reading for more detail on evolution of the unit count.

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	**Housing Required**
Short-Term Rental Unit	0.102*bedrooms	102		1	**10.419**

Affordable Workforce Housing Required: 10.419 units Fee-in-Lieu Amount: n/a

Development of the Hoback Club on Tract H1 at Teton Village generated the requirement to mitigate for **10.419 housing units**. While the LDRs allow partial unit requirements to be paid as a fee-in-lieu of restricting a full unit, the applicant opted to round up and provide a total of **11 restricted homes** to meet the 10.419 unit requirement. The Development Plan for Hoback Club approved a combination of restricted homes on-site at the Hoback Club and off-site at 1120 South Park Loop. The following excerpts are from the Teton County Housing Mitigation Calculator:

Unit Type	Units	Method	Instructions
1 bed, < 50% Median Income	2.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 50% Median Income	1.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 80% Median Income	1.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, < 120% Median Income	2.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 120% Median Income	3.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
3 bed, Workforce	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, < 80% Median Income	1.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
Total Units:	**11.000**	**Fee In-Lieu:**	**$0.00**

Since then, the Housing Department has approved an adjustment to the affordability allocation requested by the applicant that results in an additional two restricted units, **totaling 13 restricted units**:

Unit Type	Units	Method	Instructions
1 bed, < 50% Median Income	2.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, Workforce	2.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 50% Median Income	1.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 80% Median Income	1.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, < 120% Median Income	2.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 120% Median Income	3.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
3 bed, Workforce	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, < 80% Median Income	1.000	Off-Site Construction	please document compliance with Sec. 6.3.5.D.1
Total Units:	**13.000**	**Fee In-Lieu:**	**$0.00**

The type of housing (affordability and unit size by bedroom number) remains the same for all units with the addition of two Workforce-restricted units. The only change requested is to the method for providing the mitigation housing—moving the two 1-bedroom <50% Median Family Income units to the off-site location at 1120 South Park Loop and recategorizing two of the on-site restricted units as Workforce-restricted. The applicant's adjustment is consistent with the LDRs and results in more restricted housing units than required by the LDRs.

At the August 19 and August 25 Board of County Commissioners hearings, the applicant was reminded by the Board of County Commissioners that, at the time of Sketch Plan approval for the Hoback Club in 2019, an excess of six housing mitigation units beyond the LDR-mandated 22-unit requirement were proposed by the Hoback Club applicant team. In 2020 the Town Council and Board of County Commissioners amended Land Development Regulations to halve the housing mitigaiton requirements for new development. This action reset the regulatory standards for new applications and the Hoback Club's Development Plan and Building Permits were assessed at the new mitigation rate, reducing their regulatory obligation to 11 deed restricted units, as shown in the County Housing Calculator excerpts above. However, to acknowledge the commitment made in 2019 to exceed housing mitigation requirements, the Hoback Club developers are now increasing their total housing mitigation to **17 restricted units**, with the addition of four Workforce apartments to the 13 restricted units already allocated.

About off-site housing mitigation: Per Town of Jackson and Teton County LDRs Section 6.3.5.A.2: "Location. Each required unit shall be located in the Town of Jackson or in Teton County east of the Tetons, and shall be in an area determined suitable for affordable workforce housing." There is precedent for Teton Village housing mitigation to be located in Town (JHMR at Powderhorn most prominent). As a joint department, Housing Department administers Affordable and Workforce restrictions in Town and County the same way according to the same Housing Department Rules & Regulations. Per the LDRs, the preferred method is construction of required affordable workforce housing on the site of the employee generating development, or off-site. Although the apartments at 1120 South Park Loop are complete and occupied, they were built with the intended use as Teton Village mitigation housing, as needed, and were considered as such by the Housing Department prior to their construciton.

The Teton Village Master Plan requires a minimum of 20% of a development's housing requirement to be met on-site. Of the 10.419 housing units required, 3 are on-site (29%). Of the 18.508 workers required to be housed, 5 are housed on-site (27%).

Restrictions for the 8 off-site apartments located at 1120 South Park Loop Road are required prior to Certificate of Occupancy is issued by Teton County for the Hoback Club.

About 1120 South Park Loop: The 26-unit apartment complex at 1120 South Park Loop was reviewed and approved administratively by Planning and Building staff prior to its construction in 2020-2021. The CR-3 zone has a physical development threshold of 9,750+ sf for which Town Council review via Development Plan is required. Development under 9,750 sf goes directly to Design Review Committee and Building Permit. Bonus square footage achieved using the 2:1 bonus tool does not count against the 9,750 sf threshold. Floor area allowed and constructed per base CR-3 zoning was less than 9,750 sf and an additional 9,080 sf of floor area was achieved through use of the 2:1 bonus tool (comprised of three market 1-bedroom apartments (1,200 sf), five market 2-bedroom apartments (3,880 sf), and five Workforce-restricted 2-bedroom apartments (4,000 sf). Reviewing Planning staff's notes available in the Town's database, no consideration of restricting more than the 5 units required by the 2:1 tool was made and housing mitigation was paid via fee in lieu of restricting additional units.

2018: Design Review Committee review (P18-307)
2019: Zoning Compliance Verification from Planning Director (P19-019)
Grading Permit Pre-application Conference (P19-0156)
Demolition Permit issued (B19-0717)
Design Review Committee review (P19-227)
2020: Building Permit issued (B19-0757)
2021: Building Permit finaled and Certificate of Occupancy issued

The units with existing Workforce deed restrictions for use of the 2:1 bonus tool are:

Unit 201: 2 bedrooms with Workforce occupancy.
Unit 202: 2 bedrooms with Workforce occupancy.
Unit 204: 2 bedrooms with Workforce occupancy.
Unit 205: 2 bedrooms with Workforce occupancy.
Unit 207: 2 bedrooms with Workforce occupancy.

Considering these 5 previously restricted units plus the 12 units to be restricted herein, a total of **17 of the 26 apartments at 1120 South Park Loop will be deed restricted housing in perpetuity**.

Analysis.

These Restrictions use the template restriction approved by Town Council in February 2023, with the following changes:

1. Add the restriction type to title.
2. Move "effective date" definition reference from the end of the document to the beginning of the document for clarity.
3. Add references to Cody Lane Development Corp and the Hoback Club to clarify that this restriction is for off-site housing mitigation generated by condo/short-term rental development at Teton Village.
4. Delete, "Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit" because as a rental, nothing in the restriction prevents JTCHA from owning the unit. This standard is specific to ownership units and is not necessary to this rental restriction.
5. Add, "and after exhausting any applicable cure provisions in the Rules and Regulations," in Sec. 5.1.4 Breach Remedies to clarify that the Rules and Regulations contain a cure process prior to forced sale or JTCHA purchase of the unit.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

N/A

Staff Impact.
Housing Staff spent approximately 10 hours on this item.

1. **Attachments or Links**.
   Restriction for Affordable Rental Housing Located at 1120 South Park Loop
2. Restriction for Workforce Rental Housing Located at 1120 South Park Loop

Suggested Motion.
I move to approve the Restrictions for eight Affordable and four Workforce apartments at 1120 South Park Loop.

Affordable Rental Deed Restriction for Property Located at 1120 South Park Loop Road, Jackson, WY 83001

This Deed Restriction ("Restriction") is made and entered into this ___ day of _____, 20__(the "Effective Date"), by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, commonly referred to as "1120 South Park Loop" and more specifically described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

PIDN: 22-40-16-06-1-00-014 ("Land")

WHEREAS, Cody Lane Development Corp. a Wyoming corporation, which is an affiliate of the Declarant developed the Hoback Club, a 30 unit residential condominium subdivision with permitted short-term rental use as depicted on the Hoback Club Condominiums Plat No.1473 recorded on August 20, 2025 in the Office of the Clerk of Teton County, Wyoming, identical to Teton Village Tract H1, which generated the obligation to provide housing, and said obligation being set as a condition of approval for Permit No. DEV2020-0004 and BDC2021-0001, and to place an Affordable Program restriction on the Land described above in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations").

WHEREAS, in accordance with such conditions of approval, Declarant is restricting the following units on the Land:

- Unit 101, with 1 bedroom with Income Range <50% Median Family Income.
- Unit102, with 1 bedroom with Income Range <50% Median Family Income.
- Unit 208, with 2 bedrooms with Income Range <50% Median Family Income.
- Unit 209, with 2 bedrooms with Income Range 50-80% Median Family Income.
- Unit 210, with 2 bedrooms with Income Range 80-120% Median Family Income.
- Unit 211, with 2 bedrooms with Income Range 80-120% Median Family Income.
- Unit 302, with 2 bedrooms with Income Range 80-120% Median Family Income.
- Unit 206, with 1 bedroom with Income Range 50-80% Median Family Income.

(together or individually "Residential Unit").

The Income Ranges are defined in the Rules and Regulations.

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

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

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

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. DEV2020-0004 and BDC2021-0001, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. DEV2020-0004 and BDC2021-0001, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

RENTAL BY QUALIFIED HOUSEHOLD

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

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

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household's gross income must be between the median family income range specified herein for each Residential Unit for Teton County, Wyoming, as established in the applicable year's United States Department of Housing and Urban Development's median family income chart for Teton County, Wyoming.

1.1.3 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an

entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective renter is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

ARTICLE II
OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.

2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

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

2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.

2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.

2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

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

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership,

occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

2.13 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III
SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV
TERMINATION, AMENDMENT, CORRECTION

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

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

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

ARTICLE V
GENERAL PROVISIONS

5.1 Breach.

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

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

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

5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

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

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

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

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, and after exhausting any applicable cure provisions in the Rules and Regulations, the JTCHA's remedies shall include, without limitation, the following:

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

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

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

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the

closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

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

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.

5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

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

5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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

5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the Effective Date

DECLARANT: SPL HOUSING LLC, a Delaware limited liability company

_____

By: David C. Saunders
Its: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me by David C. Saunders as Manager of SPL HOUSING LLC, a Delaware limited liability company.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

_____

Arne O. Jorgensen, Mayor

ATTEST:

_____

Riley Hovorka, Town Clerk

Exhibit A
Legal Description

All of that lot, tract or parcel of land being a part of Lot 2 (NW¼NE¼), Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming, being more particularly described as follows, to-wit:

Commencing at the north one-quarter corner of said Section 6, which point is also the Northwest corner of said Lot No. 2 of said Section 6, thence bearing S 00°04' E, parallel with the East boundary of said Section 6, for a distance of 775 feet; thence bearing S 89°52' E, parallel with the North boundary of said Section 6, for a distance of 601 feet to the POINT OF BEGINNING;
thence bearing S 05°30' E, for a distance of 369.5 feet;
thence bearing N 62°48' E, for a distance of 164.0 feet;
thence bearing N 05°30' W, for a distance of 294.2 feet;
thence bearing N 89°52' W, parallel with the North boundary of said Section 6, for a distance of 153.0 feet, more or less, to the said POINT OF BEGINNING;

EXCEPTING therefrom those parcels described as conveyances to Richard B. Lassiter, et ux, recorded in Book 17 of Photo, page 174-175 and to Ted W. Woodward recorded in Book 24 of Photo, page 261, and conveyance to Paul Gilroy recorded January 15, 1979 in Book 81 of Photo, page 174-175.

PIDN: 22-40-16-06-1-00-014

Workforce Rental Deed Restriction for Property
Located at 1120 South Park Loop Road, Jackson, WY 83001

This Deed Restriction ("Restriction") is made and entered into this ___ day of _____, 20__(the "Effective Date"), by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Town of Jackson, Wyoming, commonly referred to as "1120 South Park Loop" and more specifically described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

PIDN: 22-40-16-06-1-00-014 ("Land")

WHEREAS, Cody Lane Development Corp. a Wyoming corporation, which is an affiliate of the Declarant developed the Hoback Club, a 30-unit residential condominium subdivision with permitted short-term rental use as depicted on the Hoback Club Condominiums Plant No. 1473 recorded on August 20, 2025 in the Office of the Clerk of Teton County, Wyoming, identical to Teton Village Tract H1.

WHEREAS, in support of the community's affordable housing program, Declarant is restricting the following units on the Land with a Workforce Program restriction on the Land described above in accordance with the Jackson/Teton County Housing Department Rules and Regulations (the "Rules and Regulations"):

- Unit 212, with two bedrooms.
- Unit 301, with two bedrooms.
- Unit 304, with two bedrooms.
- Unit 311, with two bedrooms.

(together or individually "Residential Unit").

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

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

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

WHEREAS, in furtherance of the Declarant's desire to support affordable housing the community, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

NOW, THEREFORE, in consideration of the forgoing recitals, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I
RENTAL BY QUALIFIED HOUSEHOLD

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

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

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective renter is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

ARTICLE II
OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.

2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

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

2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.

2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.

2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

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

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

2.13 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III
SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV
TERMINATION, AMENDMENT, CORRECTION

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

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

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

ARTICLE V
GENERAL PROVISIONS

5.1 Breach.

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

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

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

5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

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

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

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

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, and after exhausting any applicable cure provisions in the Rules and Regulations, the JTCHA's remedies shall include, without limitation, the following:

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

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

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

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

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

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.

5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

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

5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed

by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA nor the Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the Effective Date.

DECLARANT: SPL HOUSING LLC, a Delaware limited liability company

_____

By: David C. Saunders
Its: Manager

STATE OF_____)
) ss.
COUNTY OF_____)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me by David C. Saunders as Manager of SPL HOUSING LLC, a Delaware limited liability company.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

_____

Arne O. Jorgensen, Mayor

ATTEST:

_____

Riley Hovorka, Town Clerk

Exhibit A
Legal Description

All of that lot, tract or parcel of land being a part of Lot 2 (NW¼NE¼), Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming, being more particularly described as follows, to-wit:

Commencing at the north one-quarter corner of said Section 6, which point is also the Northwest corner of said Lot No. 2 of said Section 6, thence bearing S 00°04' E, parallel with the East boundary of said Section 6, for a distance of 775 feet; thence bearing S 89°52' E, parallel with the North boundary of said Section 6, for a distance of 601 feet to the POINT OF BEGINNING;
thence bearing S 05°30' E, for a distance of 369.5 feet;
thence bearing N 62°48' E, for a distance of 164.0 feet;
thence bearing N 05°30' W, for a distance of 294.2 feet;
thence bearing N 89°52' W, parallel with the North boundary of said Section 6, for a distance of 153.0 feet, more or less, to the said POINT OF BEGINNING;

EXCEPTING therefrom those parcels described as conveyances to Richard B. Lassiter, et ux, recorded in Book 17 of Photo, page 174-175 and to Ted W. Woodward recorded in Book 24 of Photo, page 261, and conveyance to Paul Gilroy recorded January 15, 1979 in Book 81 of Photo, page 174-175.

PIDN: 22-40-16-06-1-00-014

STAFF REPORT

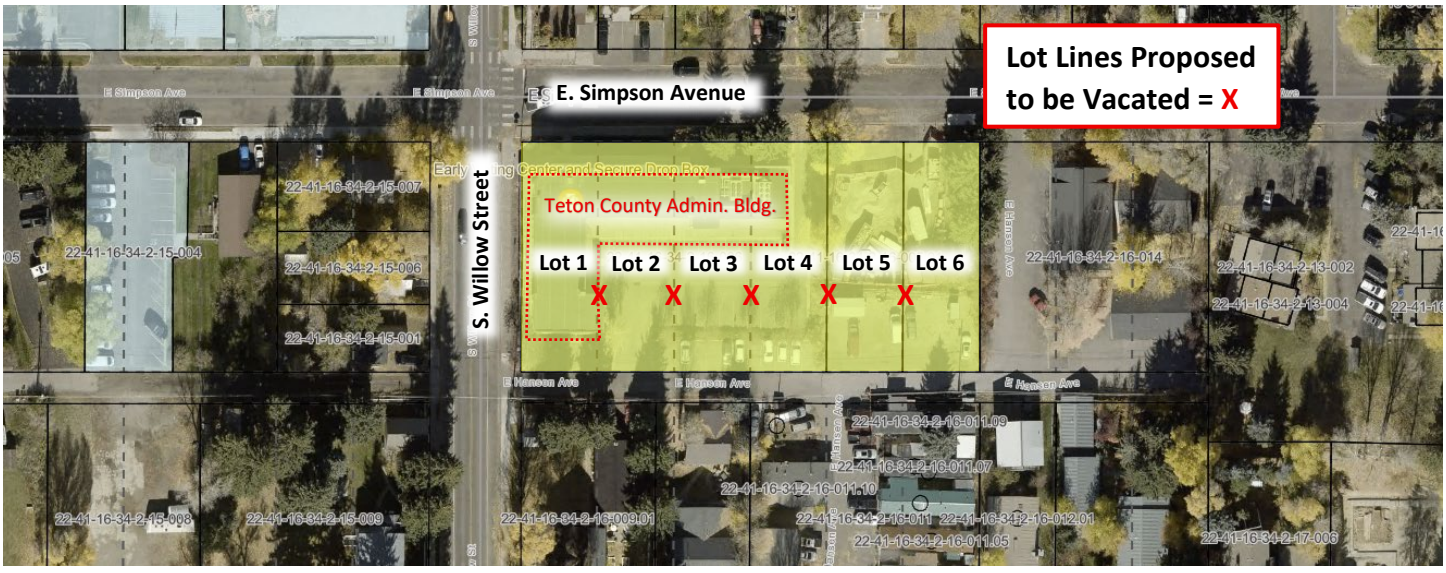
Meeting Date:	September 8, 2025	**Meeting Title:**	Council Special Meeting - Consent
Submitting Department:	Planning	**Presenter:**	Tyler Valentine
Agenda Item:	Partial Vacation without Replat at 200 S. Willow Street, 252 & 254 E. Simpson Avenue (P25-120)	**Public Comment:**	Yes

Purpose & Policy Considerations.
Partial Vacations without Replat, according to the Town of Jackson Land Development Regulations (LDR) Section 8.2.13.C.5, require acknowledgement by the Town Council.

Requested Action.
The applicant, Jason Berning with Berning Project Management, requests Town Council acknowledgement of a Partial Vacation without Replat at the properties addressed at 200 S. Willow Street, 252 & 254 E. Simpson Avenue, legally known as Lots 1-6, Block 9, Cache 2 Addition to the Town of Jackson. Specifically, the applicant requests acknowledgement to vacate the interior lot lines between Lots 1-6 and combine them into one site.

Recommendation.
The Planning Director recommends that Town Council **acknowledge** the Partial Vacation without Replat at the properties addressed as 200 S. Willow Street, 252 & 254 E. Simpson Avenue.

Background.
Lots 1–4, addressed as 200 S. Willow Street, are located within the Public/Semi-Public (P/SP) zone and encompass approximately 30,000 square feet. These lots, already combined into a single site, contain the Teton County Administrative Building at the corner of S. Willow Street and E. Simpson Avenue, along with a rear parking lot accessed from the alley to the south. Lots 5 and 6, addressed as 252 and 254 E. Simpson Avenue, are located within the Office Residential (OR) zone and total approximately 15,000 square feet. Both lots are currently vacant. An aerial image of the properties is provided below:



Analysis & Key Policy Questions.
The Cache 2 subdivision is a recorded plat that may be amended through the vacation process as authorized by Wyoming state statute. The Partial Vacation without Replat process requires applications to meet the standards below of LDR Section 8.2.13.C.5, which include a statement that the proposed partial vacation does not "abridge or destroy any rights and privileges of other proprietors in the plat."

The applicant requests vacation of the interior lot lines between Lots 1–6 to permit placement of four temporary manufactured trailers that will function as courtrooms and support facilities during construction of the Justice Center at 180 S. King Street, a project expected to last about two and a half years. Without the vacation, the trailers would span multiple lots, crossing property lines on Lots 4–6, which is prohibited under the International Building Code. Approval of this request would not only accommodate the temporary trailers but also resolve an existing condition, as the Teton County Administrative Building already spans Lots 1–4 without prior lot line vacation. Merging Lots 1–6 would create one unified site for development purposes.

Staff confirm that the applicant's request for a Partial Vacation without Replat meets the required standards as outlined below. A draft affidavit to be signed by the Planning Director – serving as the required "instrument" for the Partial Vacation without Replat – along with an exhibit for the County Clerk is attached hereto.

Section 8.2.13.C.5. <u>Partial Vacation without Replat</u>. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

a) ***Instrument Required*** *- An instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

   Complies. The applicant has provided an appropriate instrument to be recorded with the County Clerk that the proposed vacation should not have any significant or adverse impact on the other lots in the subdivision. Staff agrees that the submitted instrument meets the requirements of Sec. 8.2.13.C.5.a.

b) ***Annotation*** *- If approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

   Complies. The applicant's instrument and accompanying exhibit (Both attached) provide direction to the County Clerk to make the necessary changes to the plat to affect the described vacation and lot combination.

c) ***Building Envelope Vacation*** *- a map may need to be provided for a building envelope vacation;*

   Not Applicable. No building envelopes are proposed to be vacated.

d) ***Lot Combination*** *- For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Complies. Staff finds the applicant has provided an appropriate instrument and exhibit to be recorded with the County Clerk that includes the language as outlined above.

Alternatives (Optional).
N/A

Fiscal Impact.
None.

Staff Impact.
Staff impact for this project, including review, drafting the staff report, and recording documents, is estimated to be 8 hours.

Attachments or Links.
Department Reviews
Applicant Submittal
Draft Acknowledgement Instrument

Suggested Motion.

I move to **acknowledge** a Partial Vacation without Replat for Lots 1-6, Block 9, Cache 2 Addition to the Town of Jackson subject to the Town LDRs, the departmental reviews, minor staff edits, and this staff report dated September 8, 2025.

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Teton County Courts - Modulars

Physical Address: 200/252/254 E. Simpson Ave. Jackson WY

Lot, Subdivision: Lot 5 & 6, BLK. 9, Cache 2 PIDN: _____

PROPERTY OWNER.

Name: Teton County Phone: 307-732-8200

Mailing Address: PO Box 1727, Jackson WY ZIP: 83001

E-mail: jodie.pond@wyo.gov

APPLICANT/AGENT.

Name: Jason Berning - Berning Project Management Phone: 307-699-3733

Mailing Address: PO Box 485 Victor, ID ZIP: 83455

E-mail: berningpm@gmail.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

X **Other:** Vacation of Property Lines w/o Replat

_____ Environmental Analysis

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

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

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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.

	6/20/25
Signature of Property Owner or Authorized Applicant/Agent	Date
Jason Berning	Owner's Rep / Project Manager
Name Printed	Title

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

Date: 5-29-2025

LETTER OF AUTHORIZATION

NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

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 : Teton County

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

Address of Premises: 200/252/254 E. Simpson Ave

Legal Description: Lots 1-4, 5 & 6, Blk . 9, Cache 2. PIDN 22-41-16-34-2-16-006, 22-41-16-34-2-16-005, & 22-41-16-34-2-16-004
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/Authorized Representative: Jason Berning

Mailing address of Applicant/Authorized Representative:

Email address of Applicant/Authorized Representative: berningpm@gmail.com

Phone Number of Applicant/Authorized Representative: 307-669-3733

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

☒ Development/Subdivision Plat Permit Application ☒ Building Permit Application

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

☐ Demolition Permit ☒ Other (describe) Pre-application Conference Request

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

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

ALLISON HURLEY
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 169733
MY COMMISSION EXPIRES: 03/28/2030

The foregoing instrument was acknowledged before me by Allison Hurley this May day of 29. WITNESS my hand and official seal.

Notary Public

My commission expires: 3/28/2030

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Teton County Modular Buildings

Physical Address: 200/252/254 E. Simpson Ave Jackson WY

Lot, Subdivision: Lots 4,5,6, BLK 9, Cache 2 PIDN: 22-41-16-34-2-16-006, 22-41-16-34-2-16-005, 22-41-16-34-2-16-004

PROPERTY OWNER.

Name: Teton County Phone: 307-732-8200

Mailing Address: PO Box 1727 Jackson, WY ZIP: 83001

E-mail: jnash@tetoncounty wy.gov

APPLICANT/AGENT.

Name: Jason Berning - Berning Project Management Phone: 307-699-3733

Mailing Address: _____ ZIP: _____

E-mail: berningpm@gmail.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

X 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)

X 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 #: _____ 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.*

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_____ **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.

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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.

Sarah Mann
Signature of Property Owner or Authorized Applicant/Agent

5-29-2025
Date

Sarah Mann
Name Printed

Director of Legal Services
Title

WEMBER BPM BERNING PROJECT MANAGEMENT
7350 E. Progress PL STE 100.
Greenwood Village CO, 80111
303-378-4130
www.wemberinc.com/blog
facebook.com/Wemberinc
wemberinc.com

Project Name:	**Teton County Courts - Modulars**
Wember Inc. Project Number:	2023.18-TCOC-RLS
Issue Date:	June 20, 2025
Location:	Jackson, Wyoming
Purpose:	PreApp / Basic Use Permit / Vacation of Property Lines w/o Replat Permit Application Project Narrative

Teton County has contracted with Wember Inc. in partnership with Berning Project Management (BPM) as the project Owner's Representative, with Anderson Mason Dale (AMD) as the project architect, and with DPR Construction (formerly known as GE Johnson Wyoming) as the construction manager for the project. This narrative is to provide clarity to the 3 submitted planning applications, preapplication request, basic use permit, and vacation of property lines without a replat. All 3 applications are submitted separately but in tandem to allow for a building permit submission later this summer.

The proposed project is the installation of four modular building units at Teton County Property located at 252 and 254 E. Simpson Avenue and 200 S. Willow Street (all adjoining properties). Three of the modulars will be connected and will all be located on the E. Simpson property. The fourth modular will be located partially on the E. Simpson property and partially on the S. Willow property. The county is also requesting a vacation of property lines between lots 4, 5 & 6, BLK 9, Cache-2. These properties are all owned by Teton County. The S. Willow property is zoned P/SP, and the E. Simpson property is zoned OR. The vacation of property line request includes the property line between 252 and 254 E. Simpson Ave property to allow the 4th modular to remain. The 4th modular will only be utilized for the duration of the project, approximately 2.5 years and will be removed immediately after move-in to the new Justice Center. The 3 modulars will remain after the project for future office use for Teton County. We will include the 4th modular in the construction logistics plan as requested by TOJ Planning. The

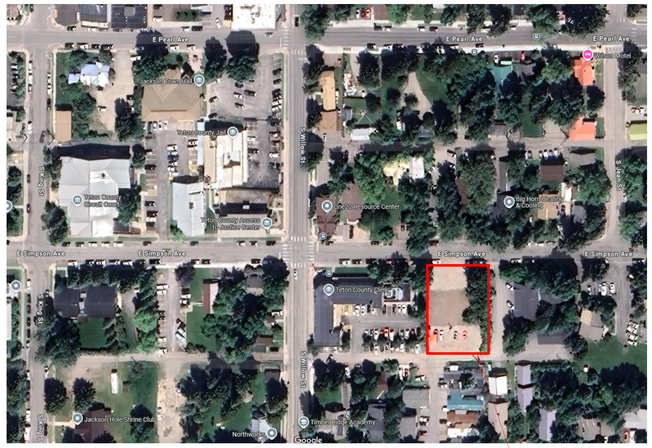
These modular buildings will be used as temporary offices for the occupants of the Teton County Courthouse during the construction of the new Teton County Justice Center (courthouse). The three connected modular buildings will house two small courtrooms (District and Circuit courts), judges' offices, court support staff, Circuit Court Clerk's offices, and court security. The fourth modular will house the District Court Clerk's offices.
The two courtrooms in the modular units will be used for hearings and small court functions. Jury trials will not be held in the modulars, but will be held in the existing Hansen Courthouse buildings. The temporary Teton County Sheriff and County attorneys' offices are in a rented office building on the adjacent property at 270 E. Simpson.

The parking demand is based on Institutional Use and is calculated based on demand/use (see submitted drawing for additional information). Primary parking is located at the rear of the property, accessed from the alley.

The project does not include affordable housing provisions and is assumed to be satisfied with Teton County's current commitments to housing projects and existing housing stock.

The project is moving forward with schematic design and cost estimating. The modular buildings will be relocated to the site by the end of July 2025, but installation and occupation will not be completed until after the building permit process has been completed. We plan to work closely with the Town of Jackson, design, and construction teams to move the project through the building permit process to prepare for the installation of the modular building in the fall of 2025 and the interior construction to be completed by the end of 2025.

VICINITY MAP



PEARL AVE.

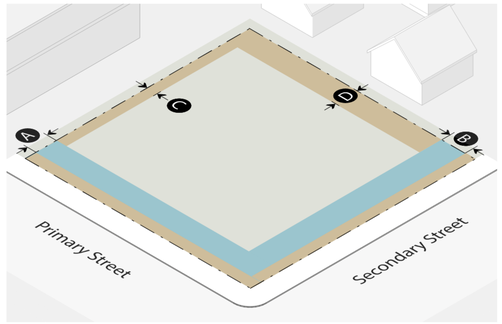
SIMPSON AVE.

PROJECT SITE PROPERTY

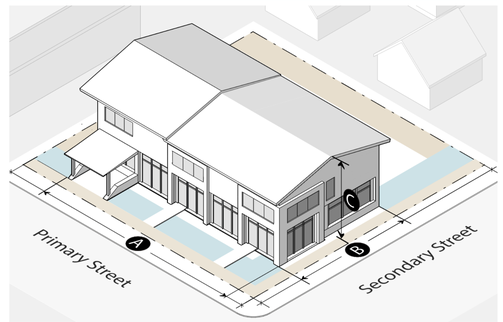
KING ST.

WILLOW ST.

1. Lot Standards



2. Bulk Standards



PROPOSED BUILDING / PROJECT DATA

LOT SIZE: 15,000 SQ FT.
BUILDING AREA: 8,400 SQ FT.
NUMBER OF STORIES: 1 STORY
BUILDING HEIGHT: 14' TO TOP OF ROOF

ZONING COMPLIANCE DATA TABLE | 2.2.10 OFFICE RESIDENTIAL (OR)

PHYSICAL DEVELOPMENT STANDARDS

1) LOT STANDARDS	REQUIRED	PROPOSED
BUILDING SETBACKS		
A. PRIMARY STREET SETBACK RANGE	5' min.-15' max	14'-11"
B. SECONDARY STREET SETBACK RANGE	5' min - 15' max	N/A
C. SIDE INTERIOR SETBACK	5' min	5'-1"
D. REAR SETBACK	10' min	32'
LANDSCAPING (% of Lot Surface)	20%	21% (3,150sf)
PLANT UNITS	1/1000 of Landscape Area	3
	Parking lot 1/12 Spaces	1
FENCING		
HEIGHT IN PRIMARY / SECONDARY	4'	None
HEIGHT IN INTERIOR SIDE / REAR	6'	None
PARKING SETBACKS	(All Proposed Parking at Rear Along Alley)	
PRIMARY STREET	30'	None
SECONDARY STREET	10'	None
ACCESS (Curb Cut Width)	24' max	None

2) BULK STANDARDS	REQUIRED	PROPOSED
STREET FACADE		
A. WIDTH OF GROUND & 2ND STORY IN PRIMARY STREET SET BACK RANGE (% OF LOT WIDTH)	70%	84%
B. WIDTH OF GROUND & 2ND STORY IN SECONDARY STREET SET BACK RANGE (% OF LOT WIDTH)	35%	N/A
BUILDING HEIGHT		
HEIGHT (MAX)	30'	14'
STORIES (MAX)	2	1
BUILDING STEP BACK	N/A	
SCALE OF DEVELOPMENT		
FLOOR AREA RATIO (FAR max)	0.46	0.56*

**FAR EXCEEDS ALLOWABLE IN ZONE BY 400 SF. IT IS THE INTENT OF THE COUNTY TO ASK FOR AN EXPEDITED PATH TO EXCEED THIS FAR REQUIREMENT.*

PARKING SPACES PROVIDED

INSTITUTIONAL USES		
COURT FUNCTIONS (OFFICE & ASSEMBLY)	Independent Calc.	11 (off street)
		4 (on street)
TOTAL PARKING SPACES PROVIDED		**15 total**

PARKING DEMAND SUMMARY (INDEPENDENT CALCULATION BASED ON USE)

INSTITUTIONAL USE: COURT FUNCTIONS OFFICE / SMALL ASSEMBLY
*NOTE JURY TRIALS WILL NOT BE ACCOMMODATED ON THIS SITE, ONLY SMALLER COURT FUNCTIONS AND HEARINGS

DEPARTMENT	OCCUPANTS / PARKING DEMAND
CLERK OF THE COURT	6
DISTRICT COURT	4
CIRCUIT COURT	4
VISITORS / DELIVERIES	4
SUB-TOTAL	18
ASSUME 15% OF TRIPS NON-AUTOMOBILE	(-3 spaces)
TOTAL PARKING DEMAND	**15 SPACES OF DEMAND**

SNOW STORAGE PER LDR 6.2.5.C

REQUIRED: A MINIMUM SITE AREA REPRESENTING 2.5% OF THE TOTAL REQUIRED OFFSTREET PARKING AND LOADING AREA.

TOTAL OFF STREET PARKING AREA: 1,990 SF
SNOW STORAGE AREA REQUIRED (2.5% of 1,990): 49.75 SF

SNOW STORAGE PROVIDED: 55 SF



LEGEND

- PROJECT PROPERTY LINE
- ADJACENT PROPERTY LINES
- SETBACKS
- PROPOSED BUILDING ENTRY/EXIT
- SNOW STORAGE

WORK NOTES

GENERAL NOTES

1. THIS DRAWINGS IS NOT FOR CONSTRUCTION
2. GENERAL SITE PLAN FOR TOWN OF JACKSON PRE-APPLICATION SUBMITTAL

AndersonMasonDale
3198 SPEER BOULEVARD
DENVER, COLORADO 80211
303.294.9448
AMDARCHITECTS.COM

TETON COUNTY COURTS - MODULARS

250 E Simpson Ave
Jackson, WY 83001

24-031

Owner
Teton County
P.O. Box 3594
185 S. Willow Street
Jackson, WY, 83001
307 732 8409

Architect
Anderson Mason Dale
3198 Speer Boulevard
Denver, Colorado 80211
303 294 9448
www.amdarchitects.com

Structural Engineer
KL&A
215 North 12th St, Unit E
Carbondale, CO 80623
970 510 5703
www.klaa.com

Mechanical, Electrical & Plumbing Engineers
Cator, Ruma & Associates, Co.
896 Tabor Street
Lakewood, CO 80401
303 232 200
www.catorruma.com

Technology, AV & Security Engineers
BCER Engineering Inc
5420 Ward Road
Arvada, CO 80002
719 533 1112
www.bcer.com

Civil Engineer
Jorgensen Associates
1315 HWY 89 S., Suite 201
PO Box 9550
Jackson, WY 83002
307 733 5150
www.jorgeng.com

Owner's Representatives
Berning Project Management
PO Box 485
Victor, ID 83455
307 699 3733

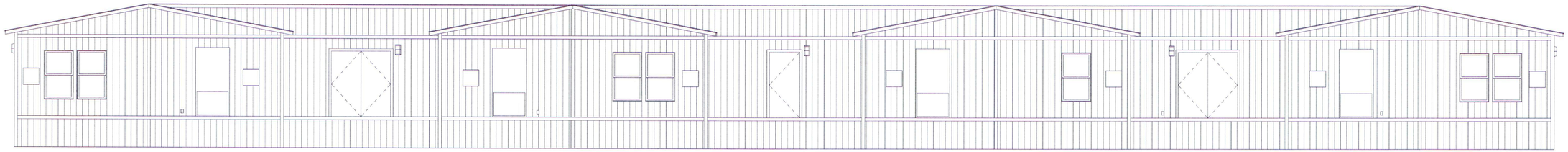
Wember
7350 E Progress Pl #100
Greenwood Village, COO 80111
303 378 4130

PRE APPLICATION	11 JUNE 2025

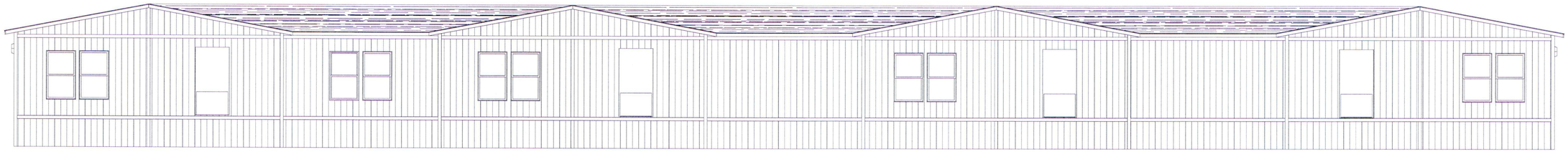
SITE PLAN

A-100

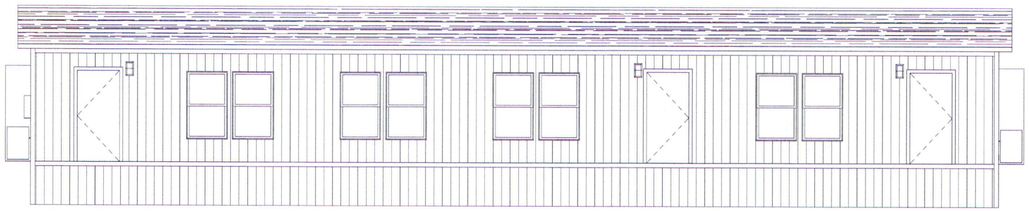
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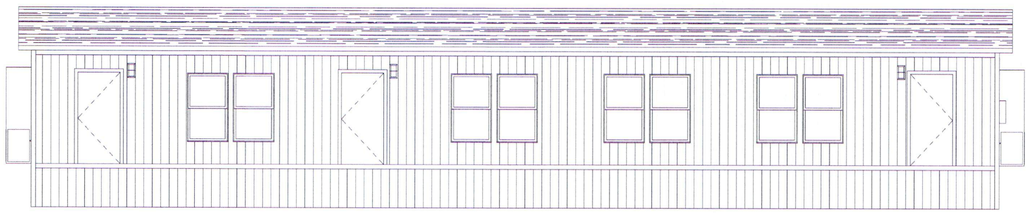
1 East Elevation
3/16" = 1'-0"



2 West Elevation
3/16" = 1'-0"



3 North Elevation
3/16" = 1'-0"



4 South Elevation
3/16" = 1'-0"

LICENSED ARCHITECT
CONRONY J NOSEK
C-2919
Date:
STATE OF WYOMING

5/22/2019

No.	Description	Date	No.	Description	Date

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WHITLEY MANUFACTURING
201 WEST FIRST STREET
P.O. BOX 496
SOUTH WHITLEY, IN 46787
PHONE: 260.723.5131
FAX: 260.723.6396
www.whitleyman.com

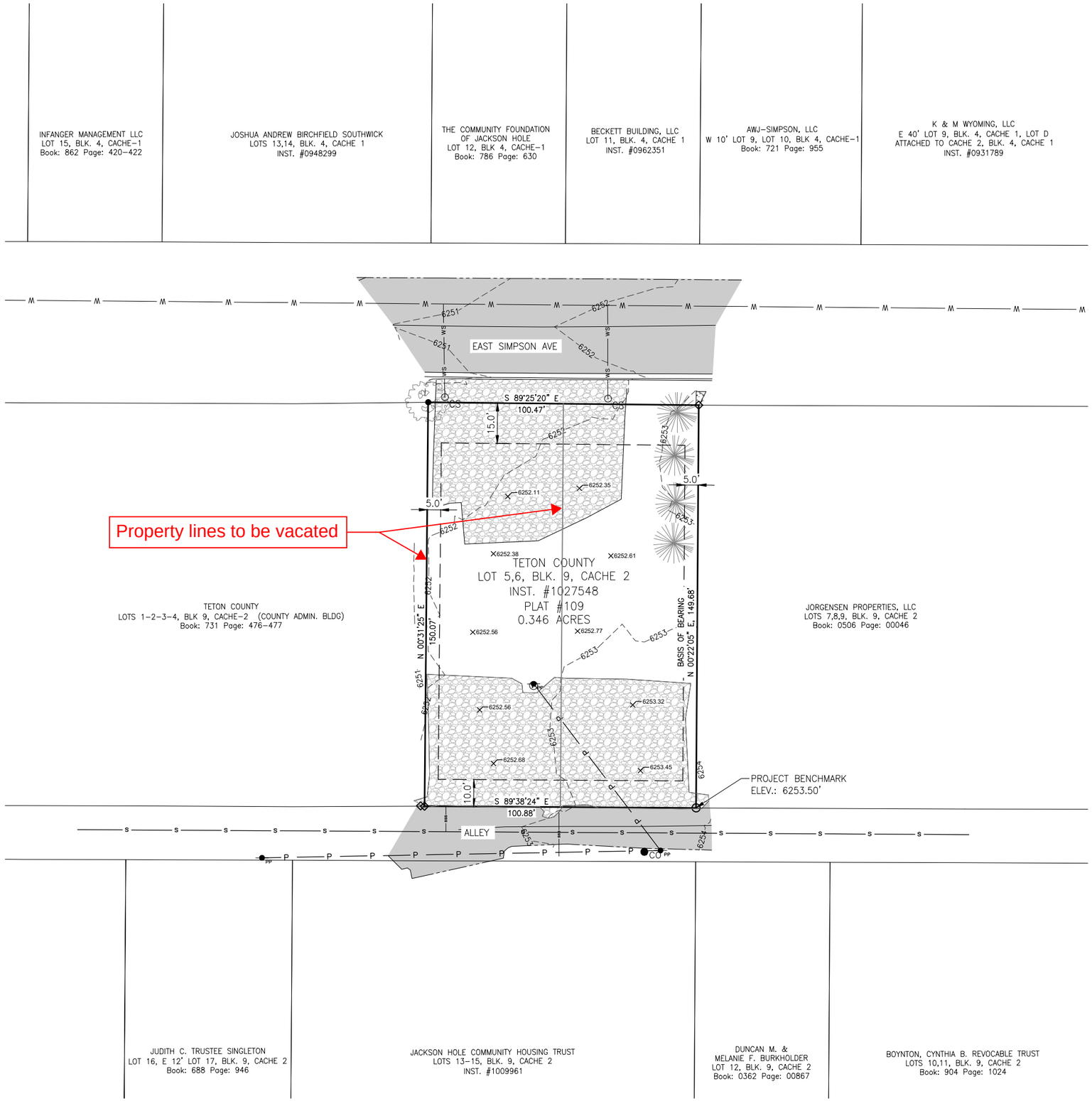
dba: Whitley East
64 HESS ROAD
LEOLA, PA 17540
PHONE: 717.656.2081
www.whitleyman.com
dba: Modular Builders
2756 FORT WAYNE ROAD
P.O. BOX 505
ROCHESTER, IN 46975
PHONE: 574.223.4934
www.whitleyman.com

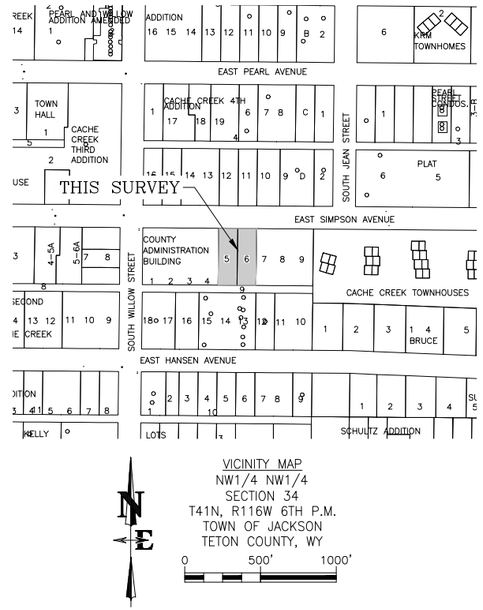
Drawn By:	AMP
Checked By:	PG
Rev:	

EXTERIOR ELEVATIONS
SATELLITE SHELTERS INC.
BOUMA CORP CLASSROOM BUILDING #1
11 MODULES VARIOUS SIZES

Serial No.	3431-40 & 3457
Quote No.	
Model No.	7519a
Job No.	2019-008-WR
Date:	4-23-19
Scale:	3/16" = 1'-0"
Page No.	A1.0

5/16/2019 2:45:42 PM





VICINITY MAP
NW1/4 NW1/4
SECTION 34
T41N, R116W 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WY

NOTE:

THE SITE SURVEY REPRESENTED ON THIS MAP SHOW CONDITIONS DETERMINED BY A FIELD SURVEY MADE ON APRIL 6, 2025. AND MAY NOT REFLECT CHANGES MADE SUBSEQUENT TO THAT DATE.

THE MAP WAS PREPARED WITHOUT BENEFIT OF TITLE REPORT AND IS SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS–OF–WAY, AND CONDITIONS OF SIGHT AND/OR OF RECORD INCLUDING, BUT NOT LIMITED, TO THOSE SHOWN HEREON;

BUILDING SETBACKS PER TOJ O.R. ZONE
5' MIN.–15' MAX. PRIMARY STREET
5' SIDE INTERIOR
10' REAR

SITE DEVELOPMENT SETBACKS AND BUILDING SETBACKS SHALL BE VERIFIED WITH THE PLANNING DEPARTMENT IN THE AUTHORITY HAVING JURISDICTION PRIOR TO PLANNING ANY DEVELOPMENT. IT IS ALSO TO BE UNDERSTOOD THAT OTHER APPLICABLE CODES, RESTRICTIONS, COVENANTS AND REGULATIONS APPLICABLE TO DEVELOPMENT AND USE SHOULD BE DETERMINED PRIOR TO PLANNING ANY DEVELOPMENT AS THESE ARE NOT SHOWN ON THIS MAPPING

LEGEND

- PROPERTY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE
- BACK OF CURB
- FLOWLINE OF CURB
- EDGE OF PAVEMENT
- BUCKRAIL FENCE
- CHAINLINK FENCE
- PICKET FENCE
- OVERHEAD POWER
- SEWER MAIN PER TOJ GIS
- SEWER SERVICE PER TOJ GIS GIS
- WATER MAIN PER TOJ GIS GIS
- WATER SERVICE PER TOJ GIS
- CURB STOP PER TOJ. GIS
- SANITARY CLEANOUT
- FOUND REBAR
- FOUND REBAR AND CAP
- CALCULATED CORNER
- POWER POLE
- ELECTRIC METER
- DECIDUOUS TREE
- PINE TREE
- PAVEMENT
- GRAVEL DRIVE
- CONCRETE

N
E
0
20'
40'

VERTICAL DATUM BASED ON NAVD88 (GEOID12B), BENCHMARK SE PROPERTY CORNER ELEV = 6253.5' DERIVED FROM NETWORK GPS OBSERVATIONS.

REV.	DATE	DRAWN	CHECKED	APPROVED
	05/19/25	SG	RN	LR	LR

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

DRAWING TITLE: EXISTING SITE PLAN

JOB TITLE: 252 & 254 E SIMPSON AVE
LOT 5 & 6, BLK. 9, 2ND CACHE ADD.
JACKSON, WYOMING

DRAWING NO: 1

JOB NO: 25–136–01

LAYOUT: 22x24 Dr 11x17=3604 - PRINTER/PC9 DWG To PDF.pc3 - PAGE SETUP: 11x17 PDF - Publish - DWG VER 250 - PLOTTED BY: Roy Nakakura
DWG NAME: S:\Proj\2025\136-01 (252 & 254 E. Simpson - Surv\Drawings\25-136EXISTING.dwg - DATE/TIME: 4/28/2023 11:37:46 AM

AFFIDAVIT AFFECTING TITLE

STATE OF)
) ss.
COUNTY OF)

I, _____, ("Affiant") being duly sworn, and upon oath deposes and states: as follows:

1. This Affidavit is made with respect to real property known and situation at 200 S. Willow Street, 252 E. Simpson Avenue, and 254 E. Simpson Avenue, which are legally described as Lots 1 through 6, Block 9, Cache Addition to the Town of Jackson, Plat No. 109 as recorded in the Office of the Teton County, Wyoming Clerk on October 14, 1913, with the PIDN Numbers 22-41-16-34-2-16-006 (Lots 1-4), 22-41-16-34-2-16-005 (Lot 5) and 22-41-16-34-2-16-004 (Lot 6) ("Property").
2. As of the record date of this Affidavit, the record owner(s) of the Property are Teton County.
3. On July 3, 2025, the record owner(s) requested the vacation of the Lot Lines between Lots 1 through 6 of the Property.
4. On September 8, 2025, the Jackson Town Council met to consider a request to vacate the Lot Line between Lots 1 through 6 of the Property.
5. On September 8, 2025, the Jackson Town Council determined the requested vacation/lot combination does not abridge or destroy any of the rights and privileges of the other proprietors in the said plat and approved the vacation/lot combination.
6. As a result, the Teton County Clerk shall write, "Vacated" across the lot lines between Lots 1 through Lot 6 as shown on Exhibit A attached hereto, and make a reference of said plat of the book and page in which this instrument of partial vacation has been recorded.
7. As a result, the combined lots should be referred to as "Lots 1 through 6, Block 9, Cache Addition to the Town of Jackson recorded in the Office of the Teton County Clerk on _____ as Plat 109," subject to that Partial Vacation of Plat and Lot Combination recorded in the Office of the Teton County Clerk as Document Number _____.
8. As a result, the combined lots cannot be re-subdivided without first receiving subdivision approval from the Town of Jackson, the combination of lots shall be treated as one for all purposes under the Town of Jackson Land Development Regulations in effect at that time, and the combined lots shall be treated as one lot for all purposes under the Town of Jackson Land Development Regulations.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: _____,

_____

Paul Anthony, Town of Jackson Planning and Building Director

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, Town of Jackson Planning and Building Director, on this ____ day of _____, 20__.

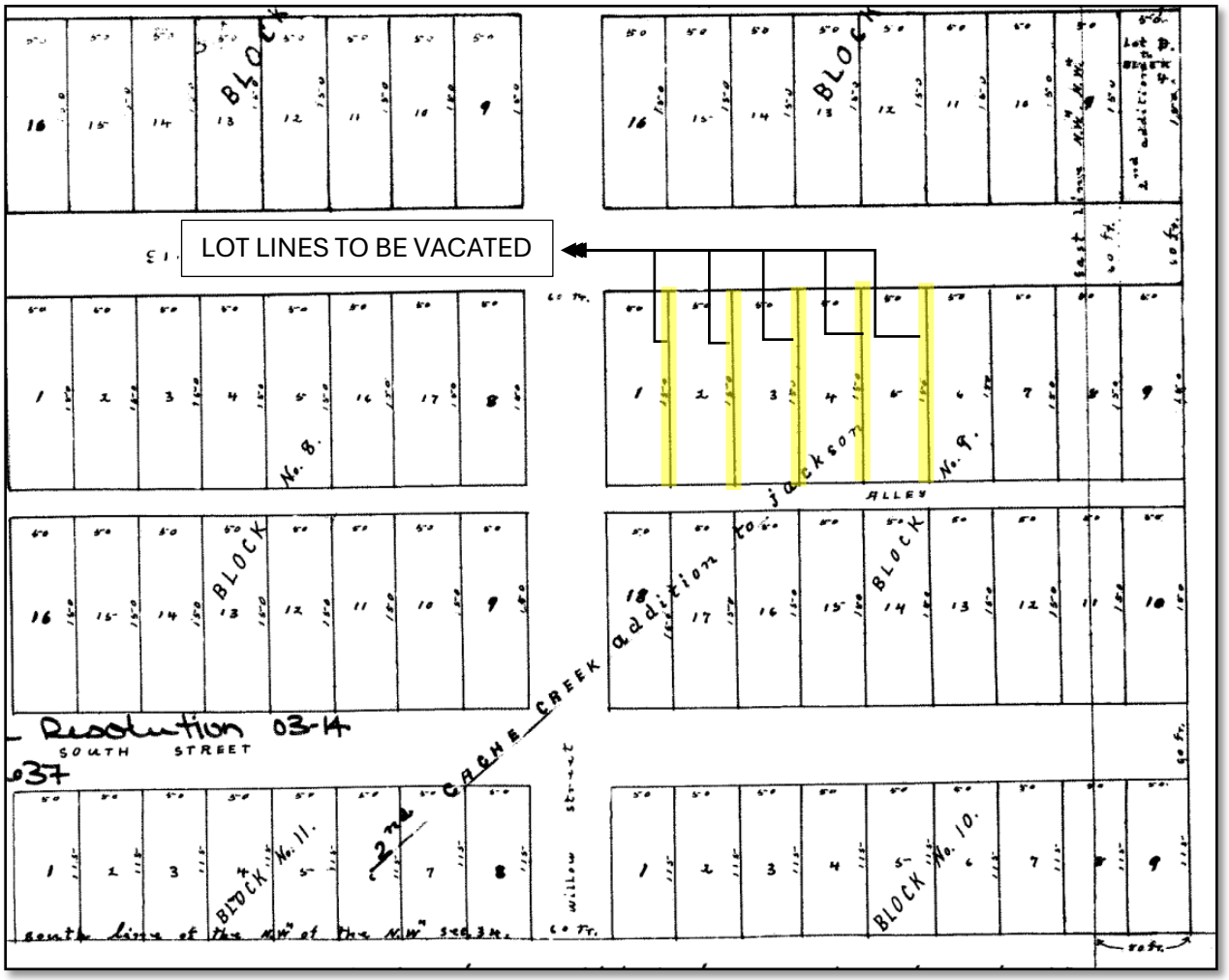
WITNESS, my hand and official seal.

_____

Notary Public

My Commission Expires:

EXHIBIT A



LOTS 1-6, CACHE-2 ADDITION

PLAT 109

TOWN OF JACKSON

TETON COUNTY, WYOMING

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P25-120		ENGINEERING DEPARTMENT COMMENTS	Partial Vacation w/o Replat - Comments P25-120 ADDRESS: 252 E Simpson Ave OWNER: Teton County APPLICANT: Jason Berning 7/31/2025 Jeff Silliman, 733-3079 DATE OF SUBMITTAL: 7/22/2025 DATE OF MATERIALS: REVISION NO.: The engineering division has reviewed your application for a Boundary Adjustment submitted on and with application materials as dated above. Conditions: Water and sewer services shall be reused or abandoned.		
	08/18/2025	TITLE REVIEW		MTIPPETTS@JACKSONWY.GOV	
	07/31/2025	COUNTY CLERK REVIEW COMMENTS		JSILLIMAN@JACKSONWY.GOV	07/31/2025
		TOWN COUNCIL MEETING			
		FINAL REPORT			
		INITIAL REPORT			
		TC KEY ISSUES			
		DETERMINATION OF SUFFICIENCY			
		FINAL LETTER			
		SURVEY REVIEW			
		PLANNING DEPARTMENT COMMENTS			
		RECORD DOCUMENTS			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		LEGAL DEPARTMENT COMMENTS			
		COMPLETENESS REVIEW			
		TC PUBLIC NOTICE			
		COMPLETE REPORT			

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Council Special Meeting
Submitting Department:	Planning	**Presenter:**	Tyler Valentine
Agenda Item:	Boundary Adjustment between Snow King Lots 58 & 59 (P25-117)	**Public Comment:**	Yes

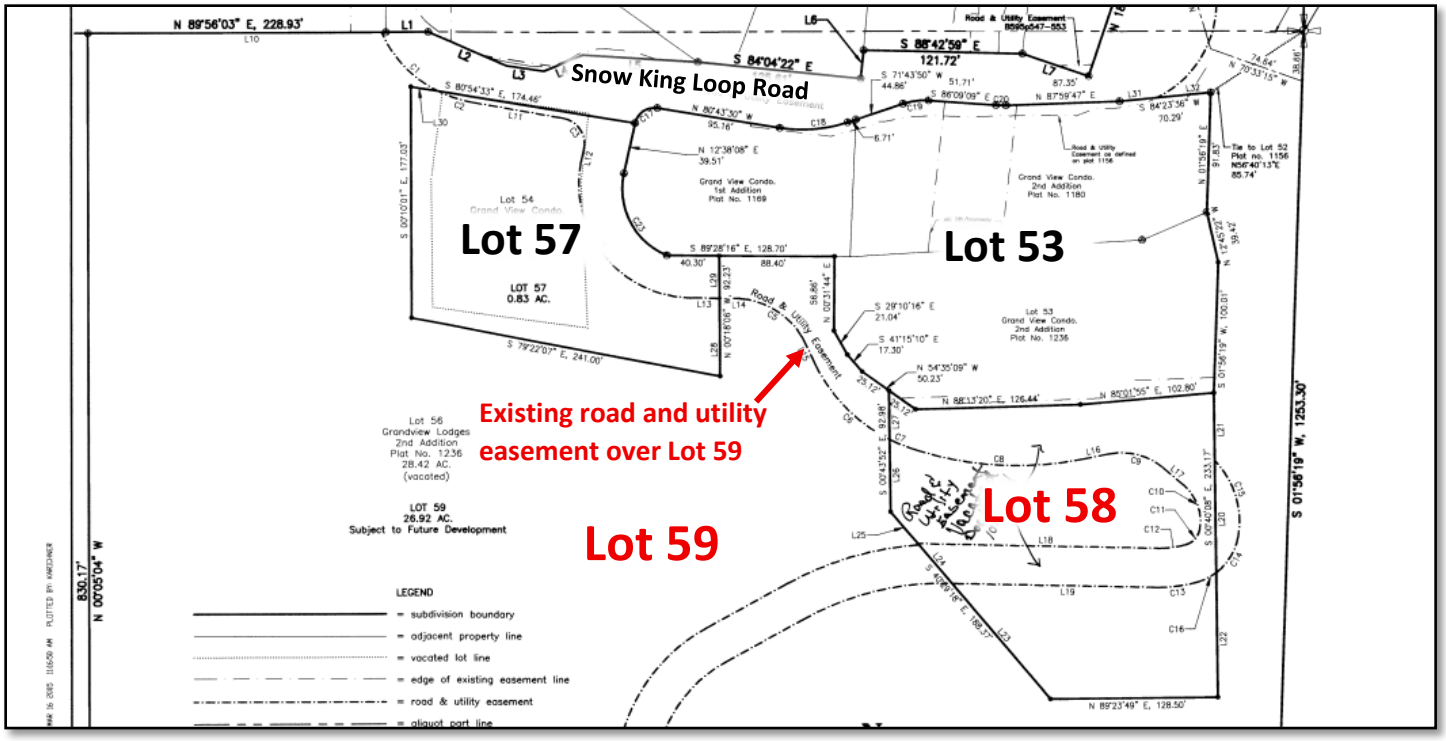
Purpose & Policy Considerations.
This is the Council's opportunity to review a proposed Boundary Adjustment and reconfiguration of two platted lots. The adjustment of boundaries between two or more platted lots requires a new plat approval by the Town Council according to Section 8.5.6 in the Town of Jackson Land Development Regulations (LDRs).

Requested Action.
The applicant, Jorgensen Associates, is requesting approval of a Boundary Adjustment to reconfigure Snow King Lots 58 & 59. The request seeks an equal-area exchange between Lots 58 & 59, resulting in no new lots and no change in lot sizes.

Recommendations.
The Planning Director recommends approval of a Boundary Adjustment with Replat (P25-117) between Snow King Lots 58 & 59, renamed as Lots 60 & 61, subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

Project Location.
Lot 58 is addressed as 725 Upper Snow King Loop, and Lot 59 does not have an assigned address. The two subject properties are shown in the plat map below on the following page:



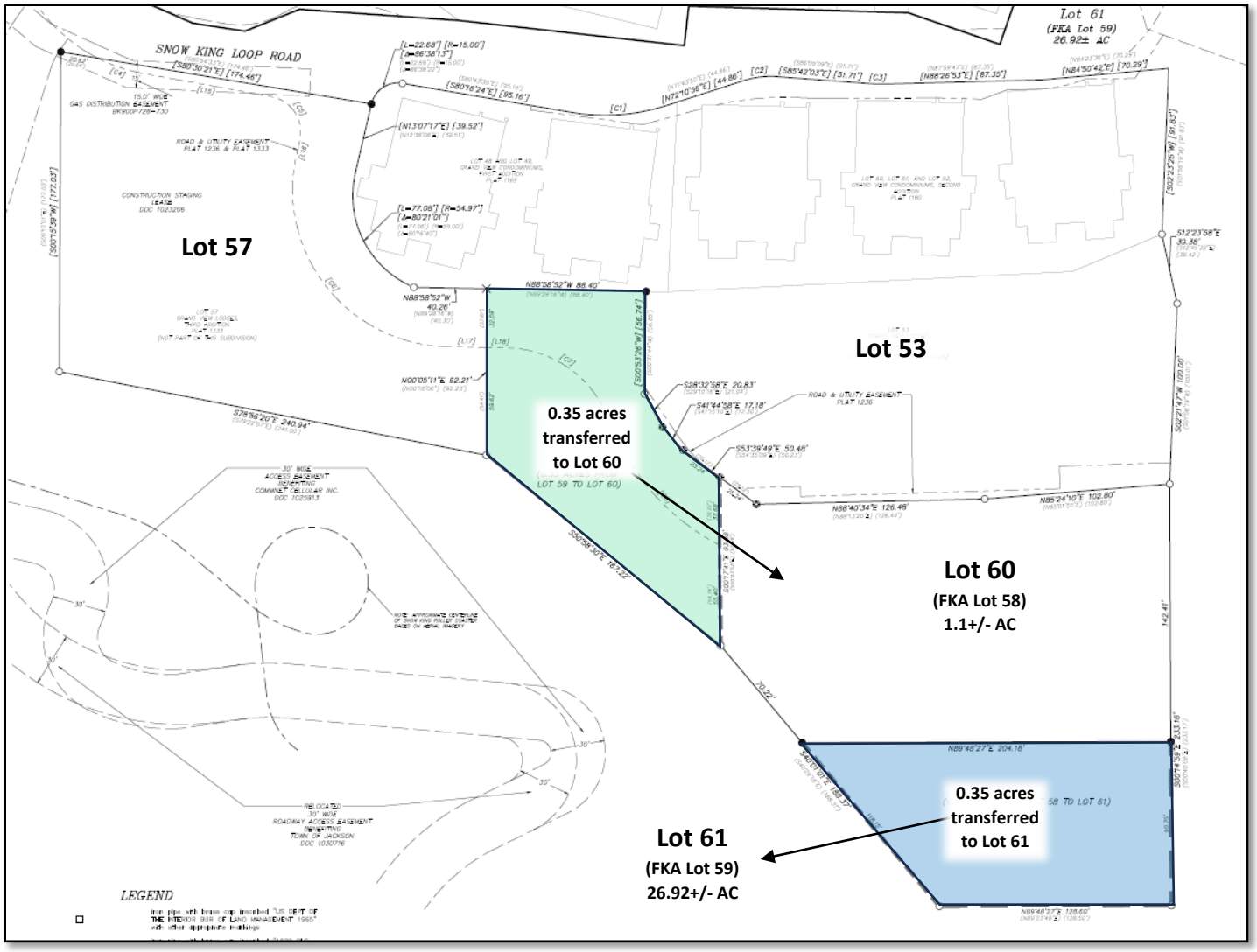
Background

The subject properties lie within the Snow King Planned Resort District and are regulated by the Snow King Master Plan and LDRs. Lot 58 is approximately 1.10 acres, characterized by steep slopes, and remains undeveloped. Lot 59 is roughly 26.92 acres and contains existing recreational infrastructure, including portions of the zipline, alpine slide, alpine mountain coaster, the Rafferty lift, and associated ski runs. As relevant background, the owner of Lots 53, 57, and 58 recently secured approval for three separate Development Plans (P24-168, P24-174, and P24-175) to construct three-story condominium/short-term rental buildings on each lot. Of these, only Lot 57 has direct access to Snow King Loop Road for roads and utilities, while Lots 53 and 58 depend on an easement crossing Lot 59.

As required by the LDRs, before this Boundary Adjustment request, a Zoning Compliance Verification (ZCV P25-035) was approved by the Planning Department. The proposed lot configurations comply with the LDRs, the Snow King Master Plan, and the recently approved Development Plans.

Request

The applicant is requesting approval of a Boundary Adjustment involving Lot 58 (to be renamed Lot 60) and Lot 59 (to be renamed Lot 61). The proposal would exchange 0.35 acres between the two lots—transferring 0.35 acres from Lot 60 to Lot 61, and the same amount back from Lot 61 to Lot 60—resulting in no net change in overall lot size. Rather, it is a reconfiguration of the lots. According to the applicant, this equal-area land swap would refine the lot configurations in a way that simplifies the design of road, utility, and infrastructure improvements for Lots 53 and 58, while also removing the need for additional easements or agreements in this area. Below on the following page is the proposed Boundary Adjustment between Lots 60 & 61.



Analysis.
Staff finds the proposed Boundary Adjustment conforms with the approved ZCV, the LDRs, the Snow King Master Plan, and the Development Plan (P24-175). The applicant has submitted a Final Plat, and, provided that all departmental review requirements are satisfied, staff anticipates no significant issues. Both lots will retain their size, continue to provide adequate road and utility access from Snow King Loop Road, and comply with all other applicable LDR standards.

This replat is exempt from Park Exaction fees pursuant to Section 7.5.2.C. - Exemptions which exempts *"Boundary adjustments pursuant to Sec. 8.5.6"*. In addition, this replat is exempt from School Exaction fees pursuant to Section 7.5.3.C. - Exemptions which exempts *"Boundary adjustments pursuant to Sec. 8.5.6"*.

Findings.
Pursuant to Section 8.5.6.D (Boundary Adjustment) of the LDRs, the following findings shall be made for the approval of a replat:

1. ***No Additional Lots Created. The proposed Boundary Adjustment shall not result in additional lots of record being created.***

   Complies. The proposed Boundary Adjustment does not result in additional lots of record.

2. ***Zoning Compliance Verification. The proposed Boundary Adjustment shall comply with the zone in which it is located as approved through a zoning compliance verification.***

   Complies. Staff finds that the proposed Boundary Adjustment is in compliance with the zone in which it is located, based on the Zoning Compliance Verification letter that was issued on April 21, 2025.

3. ***Applicability. The proposed Boundary Adjustment shall comply with the applicability and required document provisions of Section 8.5.6.***

   Complies. Staff finds that the proposed Boundary Adjustment does comply with the applicability for Section 8.5.6. In addition, all required documents have been submitted for review at this time, including the final plat with accompanying documents.

4. ***Other Relevant Standards/LDRs. The Boundary Adjustment shall comply with all other relevant standards on these LDRs and other Town Ordinances.***

   Complies. Staff finds that the proposed Boundary Adjustment complies with the provisions of the LDRs and the Snow King Master Plan. In addition, the subdivision complies with all other Town Ordinances.

5. ***Previous approvals. The Boundary Adjustment shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***

   Complies. Staff finds that the proposed Boundary Adjustment is in substantial conformance with the previously approved ZCV and Development Plan (P24-175).

Fiscal Impact.
None.

Staff Impact.
The amount of staff time to review, research, and write this report, including future work to send final letters and obtain signatures for the plat, is typical for a subdivision plat of this size and is estimated at 10 hours.

Attachments or Links.
Department Reviews
Applicant Submittal

Suggested Motion.

I move to **approve** a Boundary Adjustment and Replat (P25-117) between Snow King Lots 58 & 59 Grand View Lodges Third Addition, renamed as Lots 60 & 61 Grand View Lodges Fourth Addition, based upon the findings and condition presented in the staff report, the departmental reviews, and this staff report dated September 8, 2025.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P25-117		ENGINEERING DEPARTMENT COMMENTS	Boundary Adjustment by Replat Denied (Recommended) P25-117Boundary Adjustment by Replat ADDRESS:725 Upper Snow King Loop OWNER:BREG SK58 LLC, Snow King Mountain Resort, LLC APPLICANT:Matt Gotham (Jorgensen Associates) 7/31/2025 Jeff Silliman and Brian Lenz, (307) 733-3079 DATE OF SUBMITTAL: 6/24/2025 DATE OF MATERIALS: 6/20/2025 (Project Description Narrative) REVISION NO.: 00 The Engineering Division has reviewed your application for a Boundary Adjustment by Replat submitted on and with application materials as dated above. *Prior to recommending approval the following items must be addressed. PROJECT SPECIFIC COMMENTS 1.Provide an engineer prepared proposed access and utility plan for the subdivision showing how all lots are served by water, sewer, drainage, power, communications, gas, etc. and the existing or proposed easements for the utilities. 2.Sheets 2 and 3 do not clearly identify the two lots created by this plat, e.g. line types and weights. 3.Showing the old lots with the swapped areas is not clear. Recommend removing, more labels, hatching, or a small inset that shows the swap and leaves the created lots unobstructed. Line type for swapped changed boundaries is not identified. 4.NOTES: Clarify that storm is a utility. Review and revise accordingly if the Snow King Resort Master Plan should be included, in addition to the LDRs. 5.Provide the affidavit for Stephen R. Mills 6.The line and curve labels for the easement do not match the line and curves from Plat 1333 as indicated in the table, e.g. 1333 Curve 6 is [C8] on the new plat. Review and revise as necessary. 7.Sheet 1: Remove Reference to the zoning district. 8.It is not readily apparent why there is a Sheet 2 and Sheet 3. Putting Sheet 3 before Sheet 2 with a detail box may help. Review and revise as necessary. 9.Sheet 3: the lots relevant to this subdivision are not readily apparent (in PDF), e.g. all the line weights look the same. Review and revise as necessary. 10.Sheet 3: Detailed area and box showing the detailed area do not appear to match, nor is it apparent what this detail is for relevant to this plat. Review and revise as necessary. 11.WYSS 18-5-306: Provide evidence that all parcels of land created by the subdivision will be		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision. The entity shall have the ability to address the following topics: i.Maintenance and responsibility for common areas, roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof; and ii.Continued management of the entity. iii.For this plat, clarify if this road still be open to all owners and units as past easements, clarify which entity will maintain the roadway and sidewalks, clarify the entity that will own and operate the utilities in this easement, clarify that easement provides for a different entity to own and operate utilities in the easement.		
P25-117		PLANNING DEPARTMENT COMMENTS	Within thirty (30) calendar days from the date of Town Council approval, applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.		
P25-117		SURVEY REVIEW	See attached.		
	07/31/2025	RECORD DOCUMENTS		JSILLIMAN@JACKSONWY.GOV	
	08/29/2025	LEGAL DEPARTMENT COMMENTS		TVALENTINE@JACKSONWY.GOV	08/29/2025
	08/29/2025	FINAL REPORT		TVALENTINE@JACKSONWY.GOV	08/29/2025
		FIRE DEPARTMENT COMMENTS			
		TC PUBLIC NOTICE			
		COMPLETENESS REVIEW			
		INITIAL REPORT			
		COMPLETE REPORT			
		TOWN COUNCIL MEETING			
		COUNTY CLERK REVIEW COMMENTS			
		BUILDING DEPARTMENT COMMENTS			
		TC KEY ISSUES			
		FINAL LETTER			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		POLICE DEPARTMENT COMMENTS			
		DETERMINATION OF SUFFICIENCY			

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department August 27, 2025
P.O. Box 1687
Jackson, WY 83001

ATTN: Tyler Valentine, Senior Planner
RE: P25-117, Grand View Lodges 4th Addition

Dear Tyler:

I have reviewed the plat accompanying the P25-117 application. I would suggest that the surveyor address the following items:

Sheet 1

- The vicinity map must be located in the upper right corner of Sheet 1.
- The aliquot parts relevant to this project must be labeled on the vicinity map.
- The vicinity map must have a proper title including township, range, section, aliquot parts, reference meridian, county, state and town.
- The vicinity map could certainly be drawn at a different scale to improve the fit on Sheet 1.
- The Mayor signs his name as Arne O. Jorgensen

Sheet 2

- As Lot 60 is located entirely within Lot 61, at least one tie must be drawn and annotated from the boundary of Lot 60 to the boundary Lot 61.
- The portion of Lot 61 boundary plotted on Sheet 2 must be annotated.
- The sidelines of that road and utility crossing Lot 57 and Lot 60 must be drawn and annotated.
- The extents of that Road and Utility easement AKA Snow Kiong Loop Road must be clearly labeled.

Sheet 3

- As Lot 60 is located entirely within Lot 61, at least one tie must be drawn and annotated from the boundary of Lot 60 to the boundary Lot 61.
- The entire boundary of Lot 61 must be annotated; this includes the perimeter of Lot 60, the pertinent boundary of Plat 1169, and the pertinent boundary of Plat 1180.
- That 30’ Wide Access Easement Benefitting Commnet Cellular must be tied to the boundary and completely annotated.
- That Relocated 30’ Wide Roadway and Access Easement Benefitting the Town of Jackson must be tied to the boundary and completely annotated.
- The extents of that Road and Utility easement AKA Snow King Loop Road must be clearly labeled and annotated.
- There is no mention of the upper portion of Snow King Loop as shown on Plat 1333 having been vacated, how has this been accomplished?

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 todd@onsightsurvey.com

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

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,



Todd Cedarholm, PLS
Teton County Wyoming Surveyor

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 todd@onsightsurvey.com

JORGENSEN

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

August 27, 2025

Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue
Jackson, WY 83001
Via email: tvalentine@jacksonwy.gov

RE: P25-117, Boundary Adjustment for Snow King Lots 58 & 59 – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Valentine,

We are in receipt of the Town of Jackson Engineering Department conditions and comments. The comments to the plat are addressed below; comments on the engineering requests will be provided separately.

Town Engineering Division

Project Specific Comments:

1. This plat is solely for the purpose of adjusting the boundaries between Lots 58 & 59 and does not address future development on the lots. There is no change to connectivity to access or utilities from Grand View Lodges 3rd Addition. Detailed access and utility plans will be part of future development permit applications.
2. It is admittedly difficult to initially identify which lots are involved in this boundary adjustment, though looking at the vicinity map on sheet 2 is the clearest for quick reference. This is due to the fact that Lot 61 (FKA Lot 59) surrounds some lots not involved in this plat and therefore, those uninvolved lots receive the "subject property" line type. We have adjusted line types and added labels to, in our opinion, most clearly show the lots involved in this plat.
3. The line type for the "boundary lines to be vacated" has been added to the legend. Additional labels have been added to show the vacated boundary lines and the adjacent lots that are not part of the subdivision.
4. Storm sewer has been added to the general notes on sheet 1. Without detailed storm drainage plans for future development, we do not know if granting easements to the Town for storm water infrastructure will be necessary. This will be addressed during the development permitting process.
5. The affidavit for Stephen R Mills, signer under the certificate of owner, is provided as part of the revised plat package.
6. The lines and curve dimensions shown on this plat are the result of measurements taken during this survey and so, will not necessarily be identical to those shown on Plat 1333.
7. The zoning district reference has been removed.
8. The order of sheets 2 & 3 have been switched.
9. The line types have been revised to more clearly show the subject parcel boundaries.
10. The detail box has been revised to match the detail diagram. The detail was added to show the points along the boundary in this area and the intersection with the road easement.

11. i & ii. The lots of this boundary adjustment will continue to be subject to the existing Snow King Resort Master Plan and other covenants, conditions, and agreements currently in effect.
    iii. language has been added to the Certificate of Owner addressing the roadways: “that there are no changes by this plat to the existing access and utility easements serving the lots of this plat or adjoining lots not subject to this plat;”

A revised copy of the plat is attached.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager

Plotted by: tgriffeon on Aug 27, 2025 - 5:06pm

CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of BREG SK58, LLC, a Wyoming limited liability company, and Snow King Mountain Resort, LLC, a Wyoming limited liability company; owners and proprietors of the lands of this plat, Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on November 14, 2013 as Plat 1333, 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 GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON, which is a subdivision identical with said Lots 58 and 59 of said Grand View Lodges Third Addition to the Town of Jackson;

that said Lots 58 and 59 of said Grand View Lodges Third Addition to the Town of Jackson are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110, Wyoming Statues and that in accordance with said Section 34-12-110, said Clerk is respectfully requested to write "VACATED" across said Lots 58 and 59 on said Plat 1333;

that the foregoing subdivision is SUBJECT TO that Affidavit Affecting Title regarding Snow King Planned Resort District Master Plan recorded in Book 429 of Photo, pages 1-211, and Amendment of Affidavit Affecting Title (Snow King Planned Resort District Master Plan) recorded in Book 805 of Photo, pages 651-659, and subsequent Affidavit Affecting Title (Notice of Amendment to Snow King Planned Resort District Master Plan) recorded as Document 1019143; records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District recorded in Book 733 of Photo, pages 179-187; that First Amendment of the Declaration of Covenants, Condition and Restrictions for the Snow King Planned Resort District recorded in Book 796 of Photo, pages 428-430; and that Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Book 818 of Photo, pages 118-125; that Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operation and Right of First Refusal recorded in Book 818 of Photo, pages 188-201; and that First Amendment to Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operations and Right of First Refusal recorded in Book 858 of Photo, pages 827-836, and that Partial Termination Right of First Refusal recorded in Book 905 of Photo, pages 171-177, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO or BENEFITS FROM the following of record in said Office:

All matters as delineated on the Official Plat of Grand View Lodges Third Addition to the Town of Jackson of record as Plat 1333;

those easements granted to Lower Valley Power and Light, Inc. and Lower Valley Energy, Inc., their successors and assigns recorded in:
Book 4 of Photo, page 85,
Book 896 of Photo, pages 297-299,
Book 900 of Photo, pages 728-730, and
Document 0983323;

that unrecorded lease disclosed by that Subordination, Consent, Non-disturbance, and Attornment Agreement by and between Rocky Mountain Bank, Snow King Mountain Resort, LLC and CommNet Cellular Inc. recorded as Document 0958868 and that First Amendment to Land Lease Agreement recorded as Document 1025913, including access easement described therein; and, that utility easement granted to CommNet Cellular, Inc. recorded as Document 989033;

those Driveway and Utility Easements recorded in:
Book 363 of Photo, pages 1068-1073,
Book 595 of Photo, pages 526-532,
Book 595 of Photo, pages 533-539,
Book 595 of Photo, pages 540-546, and
Book 595 of Photo, pages 547-553;

that Driveway Access, Ingress and Egress Easement recorded in Book 713 of Photo, pages 130-140;

that Storm Sewer Easement granted to the Town of Jackson on Plat 1236 and reaffirmed on Plat 1333;

that Lease for Construction staging recorded as Document 1023206;

that Agreement to Convey Easements by and between the Town of Jackson and Grand View Development, LLC of record in Book 774 of Photo, pages 738-769 for Water Storage Tank, Access and Maintenance Easements; Utility, Water Supply Line and Drainage Pipe Access and Maintenance Easement; and a Road Access Easement and subsequent easements granted to the Town of Jackson, Wyoming of record in:
Book 774 of Photo, pages 775-779,
Book 774 of Photo, pages 785-789, and
Document 1030716 (relocation of easement of record in Book 774 of Photo, pages 770-774);

that Agreement to Convey Easements by and between the Town of Jackson, Grand View Development, LLC, and Snow King Holdings, LLC of record in Book 867 of Photo, pages 697-723 for Power Conduit and Snowmaking Pipeline Easement and Power Conduit, Snowmaking Pipeline and Potable Water Line Easement;

those easements for road access and utilities granted in that Water, Utility, and Road Access Easement Agreement by and between the Town of Jackson and Snow King Mountain Resort, LLC of record as Document 1036222;

those Agreements regarding Transfer and Allocation of Development Rights of record in:
Book 894 of Photo, pages 802-808,
Book 894 of Photo, pages 809-814,
Book 905 of Photo, pages 43-48,
Document 1003885,
Document 1023205,
Document 1025921,
Document 1028558,
Document 1028565,
Document 1041207, and
Document 1066438;

that the undersigned owners and proprietors hereby reserve to themselves, their heirs, and assigns, the right to create further easements for access, utilities, encroachments, construction and related activities, ski area, recreation, pedestrian, snow storage, and pathways in, under, and across the lands of this subdivision;

that there are no changes by this plat to the existing access and utility easements serving the lots of this plat or adjoining lots not subject to this plat;

that access to the foregoing subdivision is via Snow King Loop Road and Upper Snow King Loop as granted in those easements of record in said Office in Book 363 of Photo, pages 1068-1073, Book 595 of Photo, pages 540-546, Book 713 of Photo, pages 130-140;

that a non-exclusive easement across the roadway and utility easements depicted hereon is granted to those companies or entities supplying utility services to the subdivision, and their heirs, successors and assigns in interest for the installation, repair and maintenance of of underground utility lines and appurtenances, including, but not limited to, underground electrical, gas, and communication lines;

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

that an access easement across the driveways located within this subdivision is hereby granted to Teton County, Wyoming and the Town of Jackson for emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that the lands of this subdivision are subject to noise, lighting, traffic, and other disturbances associated with ski area, other year-round recreation activities,, construction, and resort uses on the lands of this subdivision and on adjoining lands, and that substantial future additions to the adjacent resort facilities may be constructed on the lands of this subdivision or on adjoining lands;

that the subdividers do not warrant to any 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;

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.

BREG SK58, LLC, a Wyoming limited liability company
By: 76th Street Kenosha, LLC, Sole Member
By: SR6 Holdings, LLC, its Authorized Member

Snow King Mountain Resort, LLC, a Wyoming limited liability company

(SIGNATURE BY SEPARATE AFFIDAVIT)

Stephen R. Mills, Authorized Member _____ Date

Ryan Stanley, President _____ Date

The foregoing instrument was acknowledged before me by Ryan Stanley as President of Snow King Mountain Resort, LLC this __ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF MORTGAGEE

Consent of Mortgagees:
Southport Services Corporation, a Wyoming corporation with respect to Lot 58, by separate affidavit recorded concurrently with this plat.

NOTE: Lot 59 is not encumbered by a mortgage of record.

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 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333;

that by the authority of the owners of said Lots 58 and 59 of said Grand View Lodges Third Addition to the Town of Jackson, said Lots 58 and 59, as shown on this plat are hereby vacated and reconfigured as GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land Grand View Lodges Fourth Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during 2023, 2024, and 2025 and from data of record in said Office;

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.



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:

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, GRAND VIEW LODGES FOURTH 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 Hovorka, 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 Hovorka, 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:

NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER SUBDIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

DEVELOPMENT OF ANY OF THE LOTS OF THIS SUBDIVISION SHALL BE IN CONFORMANCE WITH THE APPROVED DEVELOPMENT PLAN, AND ANY AMENDMENTS THERETO, OF RECORD WITH THE TOWN OF JACKSON.

THE SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

SELLER DOES NOT WARRANT TO PURCHASER THAT THEY HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OR THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

THE ROADS OF THIS SUBDIVISION ARE PRIVATELY OWNED AND MAINTAINED. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

THE WATER DISTRIBUTION AND SANITARY AND STORMWATER SEWER COLLECTION SYSTEMS WITHIN THIS SUBDIVISION ARE PRIVATELY OWNED AND MAINTAINED.

SNOW KING RESORT PLANS SUBSTANTIAL ADDITIONS TO THEIR FACILITIES. THESE ADDITIONS MAY INCLUDE CONDOMINIUM, HOTEL, CONVENTION, AND OTHER RESORT AND RECREATION FACILITIES. THESE ADDITIONS MAY OCCUR UPON THE LANDS OF THIS SUBDIVISION AND ADJOINING LANDS WITH SIGNIFICANT NOISE, LIGHTING, AND TRAFFIC IMPACTS.

THIS SUBDIVISION IS SUBJECT TO SIGNIFICANT IMPACTS FROM SKI AREA, RESORT, AND RECREATIONAL USES UPON THE LANDS OF THIS SUBDIVISION AND ADJOINING LANDS, INCLUDING NOISE, SNOWMAKING, LIGHTING, AND TRAFFIC IMPACTS ASSOCIATED WITH THESES USES AND THE CONSTRUCTION OF ADDITIONAL FACILITIES

SUBDIVISION SUMMARY

NO. OF LOTS:	2
TOTAL ACREAGE:	28.02 ACRES

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	LOT 60 DETAIL & VICINITY MAP
3.	LOT 61 DETAIL

APPLICANTS & OWNERS:

BREG SK58, LLC
4011 80th Street
Kenosha, Wisconsin 53124
262-694-2327
AND
Snow King Mountain Resort, LLC
P.O. Box 1846
Jackson, Wyoming 83001
307-201-5464

SURVEYOR:

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

FINAL PLAT

GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON

IDENTICAL WITH
Lots 58 and 59
Grand View Lodges Third Addition
to the Town of Jackson, Plat 1333

LOCATED IN THE
NE1/4SW1/4 & SE1/4NW1/4, Section 34
T.41N., R.116W., 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 1 OF 3
CERTIFICATES & NOTES
LAST REVISED: 08/27/2025
PREPARED BY: RHL MAP PREPARED: 05/02/2025 PROJECT NUMBER: 23072.60

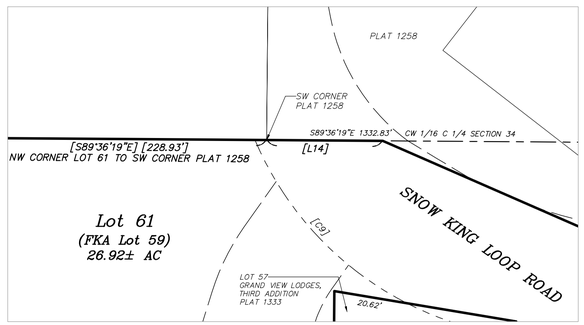
JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

P:\2023\23072.60 Snow King Loop Lots 57-58-60 Subdivision\CAD\23072.60 Snow King Loop Lots 57-58-60 Plat.dwg

Plotted by rjeffson on Aug 25, 2025 - 10:37am

LEGEND

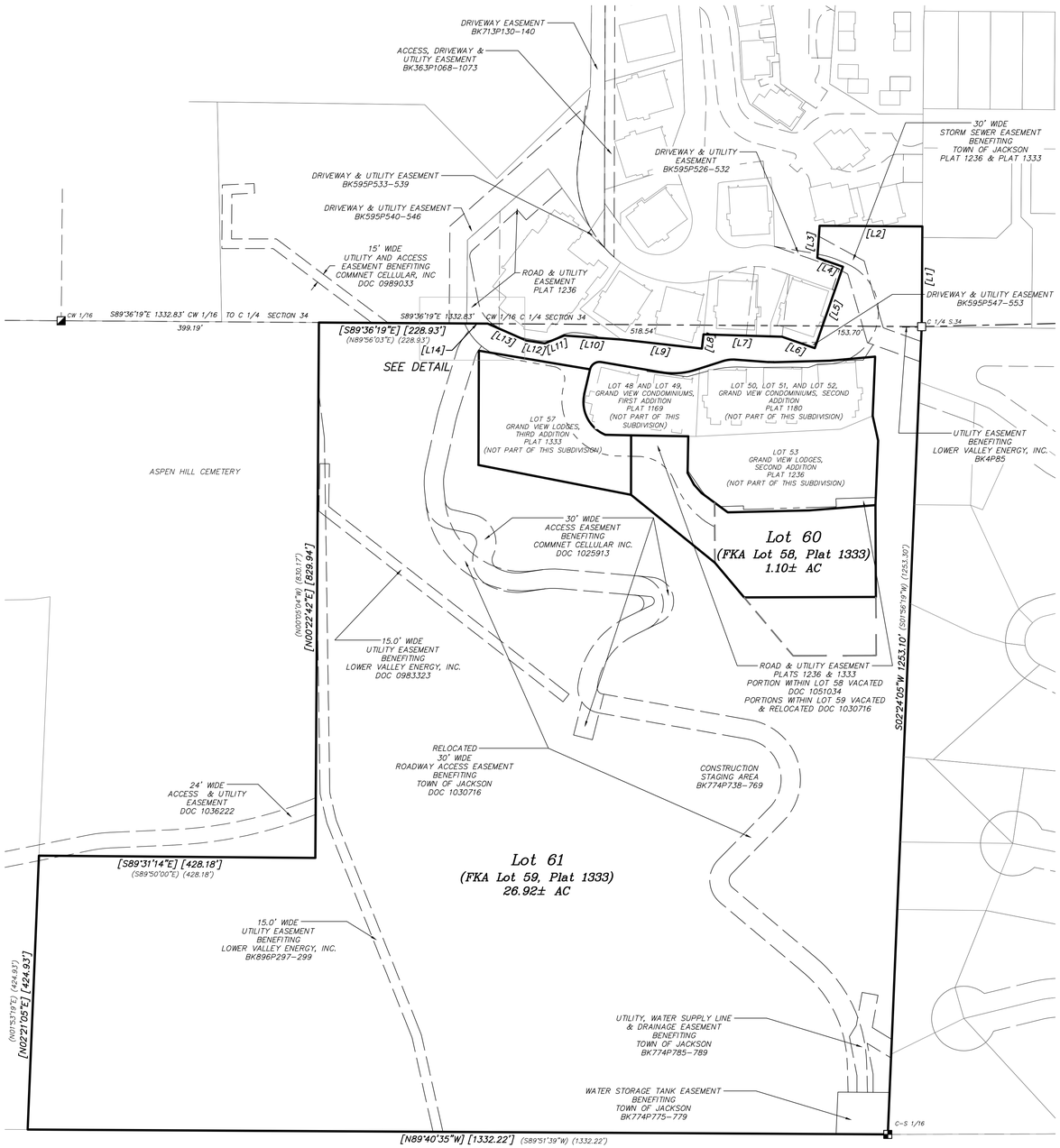
□	iron pipe with brass cap inscribed "US DEPT OF THE INTERIOR BUR OF LAND MANAGEMENT 1965" with other appropriate markings
◪	iron pipe with brass cap inscribed "1972 RLS 164" with other appropriate markings
◪	iron pipe with brass cap with illegible markings
×	PK nail with washer inscribed "PLS 4270"
◎	reinforcing steel bar without cap
○	reinforcing steel bar with 1" diameter aluminum cap inscribed "PLS 4270" with other appropriate markings
●	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13002" set this survey
— — — —	sectional subdivision line
———	boundary, subject property
———	boundary, adjoining property
— — — —	boundary, road right-of-way & utility easement
= = = =	boundary, easement, as noted
▬ ▬ ▬	boundary vacated by this plat
N25°25'25"E 100.00'	measured bearing & distance or curve geometry
[N25°25'25"E] [100.00']	calculated bearing & distance or curve geometry



DETAIL
SCALE: 1" = 20'

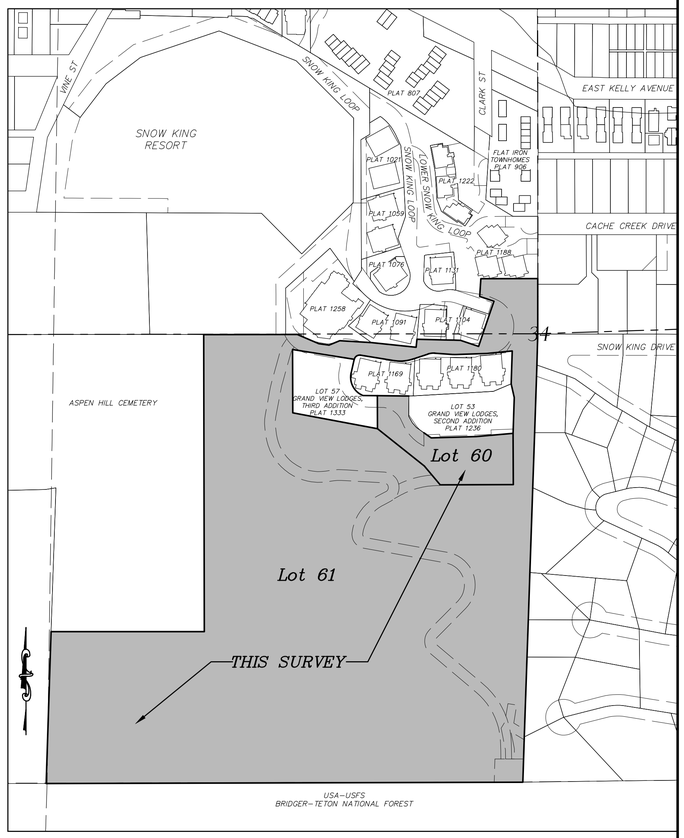
LINE TABLE		
LINE	BEARING	DISTANCE
[L1]	S00°23'06"W	155.30
(L1)	S00°04'31"E	155.30
[L2]	S89°36'45"E	159.12
(L2)	N89°55'38"E	159.12
[L3]	N04°03'13"E	49.85
(L3)	N03°35'36"E	49.85
[L4]	N70°54'02"W	42.01
(L4)	N71°21'39"W	42.01
[L5]	N19°05'58"E	133.50
(L5)	N18°38'21"E	133.50
[L6]	S70°54'02"E	53.64
(L6)	S71°21'39"E	53.64
[L7]	S88°15'22"E	121.72
(L7)	S88°42'59"E	121.72
[L8]	N06°23'15"E	22.04
(L8)	N05°55'38"E	22.04
[L9]	S83°36'45"E	125.61
(L9)	S84°04'22"E	125.61
[L10]	S85°59'52"E	88.51
(L10)	S86°27'29"E	88.51
[L11]	N68°02'34"E	32.56
(L11)	N67°34'57"E	32.56
[L12]	S81°15'11"E	29.11
(L12)	S81°42'48"E	29.11
[L13]	S66°23'06"E	65.22
(L13)	S66°50'24"E	65.21
[L14]	S89°36'19"E	32.47
(L14)	N89°56'03"E	32.47

NOTE: (L#) INDICATES RECORD PLAT 1333



SEE SHEET 3 FOR ADDITIONAL LOT 60 AND LOT 61 DETAILS.

T41N R116W



VICINITY MAP
SCALE: 1" = 200'



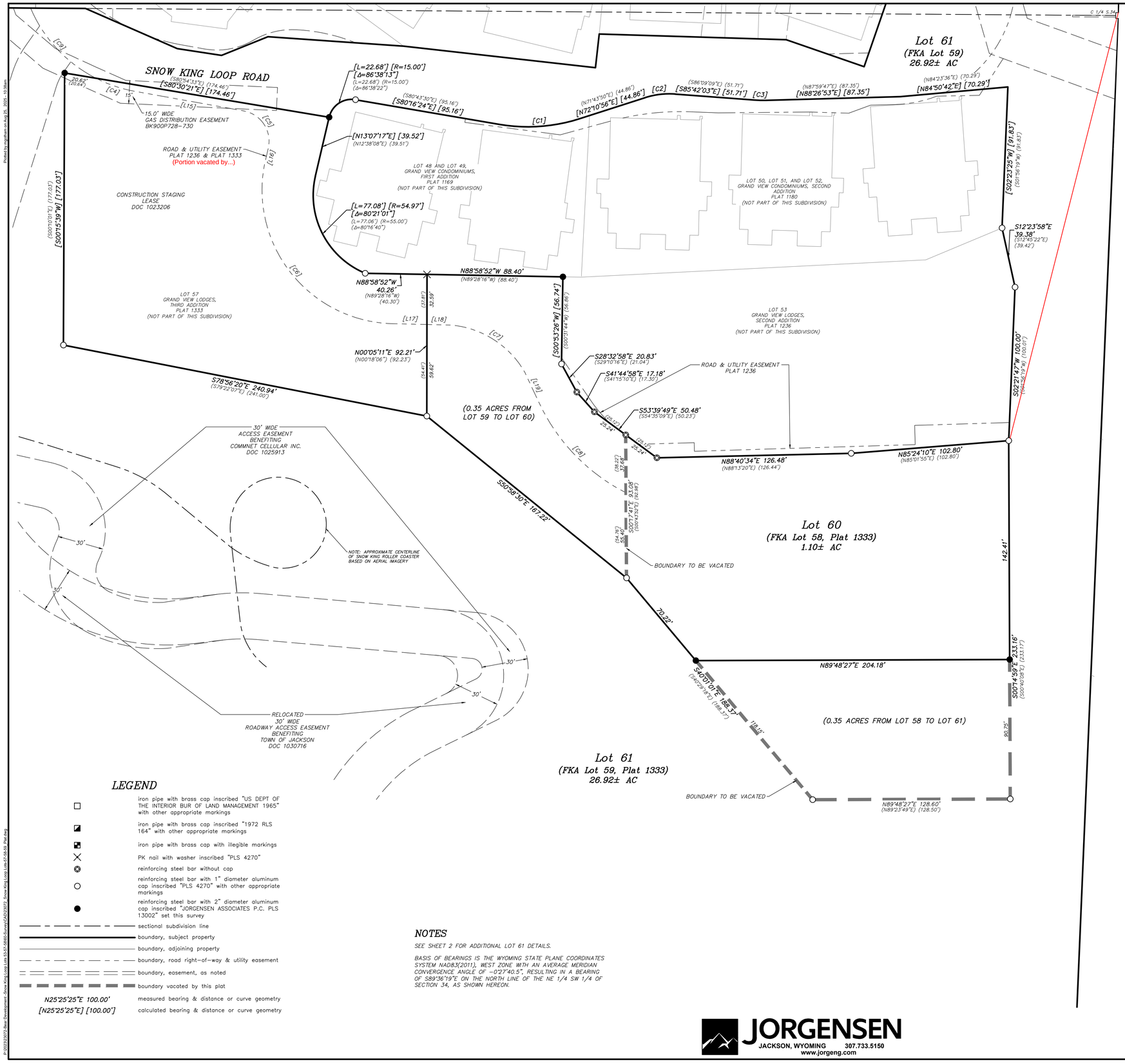
SCALE: 1 INCH = 100 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
Lots 58 and 59
Grand View Lodges Third Addition
to the Town of Jackson, Plat 1333
LOCATED IN THE
NE1/4SW1/4 & SE1/4NW1/4, Section 34
T.41N., R.116W., 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 2 OF 3
OVERALL LOTS
LAST REVISED: 08/25/2025
MAP PREPARED: 05/02/2025
PREPARED BY: RHL
PROJECT NUMBER: 23072.60

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

P:\2023\23072 River Development, Snow King Lots\Lots 53,57,58&59 Survey\DWG\23072 Snow King Lots Lots 57,58,59 Plat.dwg



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
[C1]	52.88	110.00	27°32'40"	N85°57'16"E	52.37
(C1)	52.88	110.00	27°32'41"	N85°30'10"E	52.37
[C2]	19.69	51.00	22°07'01"	N83°14'26"E	19.56
(C2)	19.69	51.00	22°07'01"	N82°47'20"E	19.56
[C3]	7.66	75.00	5°51'04"	S88°37'35"E	7.66
(C3)	7.66	75.00	5°51'04"	S89°04'41"E	7.66
[C4]	26.69	91.00	16°48'25"	S71°23'47"E	26.60
(C4)	26.66	91.07	16°46'35"	S71°50'06"E	26.57
[C5]	32.41	20.00	92°51'16"	S33°21'50"E	28.98
(C5)	32.41	20.00	92°51'32"	S33°47'37"E	28.98
[C6]	152.09	87.05	100°06'15"	S39°02'29"E	133.47
(C6)	152.09	87.05	100°06'07"	S39°28'16"E	133.47
[C7]	59.26	61.35	55°20'27"	S57°28'16"E	56.98
(C7)	59.25	61.35	55°20'24"	S57°54'03"E	56.98
[C8]	82.60	125.00	37°51'41"	S44°04'21"E	81.11
(C8)	82.66	125.00	37°53'25"	S44°31'03"E	81.17
[C9]	63.67	91.00	40°05'06"	S42°57'02"E	62.37
(C9)	63.47	91.07	39°56'03"	S43°28'47"E	62.20

NOTE: (C#) INDICATES RECORD PLAT 1333

LINE TABLE		
LINE	BEARING	DISTANCE
[L15]	S79°47'36"E	72. 16
(L15)	S80°13'23"E	72.16
[L16]	S13°03'56"W	10.87
(L16)	S12°38'09"W	10.87
[L17]	S88°40'00"E	21.73
(L17)	S89°05'47"E	21.73
[L18]	S88°40'00"E	15.49
(L18)	S89°05'47"E	15.49
[L19]	S25°08'34"E	22.36
(L19)	S25°34'21"E	22.36

NOTE: (L#) INDICATES RECORD PLAT 1333

LEGEND

- iron pipe with brass cap inscribed "US DEPT OF THE INTERIOR BUR OF LAND MANAGEMENT 1965" with other appropriate markings
- iron pipe with brass cap inscribed "1972 RLS 164" with other appropriate markings
- iron pipe with brass cap with illegible markings
- PK nail with washer inscribed "PLS 4270"
- reinforcing steel bar without cap
- reinforcing steel bar with 1" diameter aluminum cap inscribed "PLS 4270" with other appropriate markings
- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13002" set this survey
- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- boundary, road right-of-way & utility easement
- boundary, easement, as noted
- boundary vacated by this plat
- N25°25'25"E 100.00' — measured bearing & distance or curve geometry
- [N25°25'25"E] [100.00'] — calculated bearing & distance or curve geometry

NOTES

SEE SHEET 2 FOR ADDITIONAL LOT 61 DETAILS.

BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATES SYSTEM NAD83(2011), WEST ZONE WITH AN AVERAGE MERIDIAN CONVERGENCE ANGLE OF -0°27'40.5", RESULTING IN A BEARING OF S89°36'19"E ON THE NORTH LINE OF THE NE 1/4 SW 1/4 OF SECTION 34, AS SHOWN HEREON.

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

0 30 60 90

SCALE: 1 INCH = 30 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT

GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON

IDENTICAL WITH
Lots 58 and 59
Grand View Lodges Third Addition
to the Town of Jackson, Plat 1333

LOCATED IN THE
NE1/4SW1/4 & SE1/4NW1/4, Section 34
T.41N., R.116W., 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 3 OF 3
LOT 60 DETAIL & VICINITY MAP

LAST REVISED: 08/25/2025
PREPARED BY: RHL MAP PREPARED: 05/02/2025 PROJECT NUMBER: 23072.60

Plotted by rjephson on Aug 25, 2025 - 10:36am
P:\2023\23072.Bear Development - Snow King Loop Lots 5,6,57,58\0 Survey\Cad\23072 Snow King Loop Lots 5,6,57,58 59 Plat.dwg

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

June 20, 2025

Town of Jackson Planning Department
P.O. Box 1687
150 E Pearl Ave
Jackson, WY 83001
-Digitally Delivered to planning@jacksonwy.gov -

RE: Planning Permit Application for a Boundary Adjustment by Replat between Lots 58 & 59, Grand View Lodges, Third Filing

Planning Staff,

Enclosed you will find the necessary materials for a boundary adjustment by replat application that we are submitting on behalf of our client BREG SK58 LLC. The properties are Lot 58 (owned by BREG SK58 LLC) and Lot 59 (owned by Snow King Mountain Resort, LLC) of the Grand View Lodges Third Addition, Plat no.1333. Enclosed you will find:

- Planning Permit Application
- Letters of Authorization
- Proof of publication of Notice of Intent to Subdivide
- Draft plat map
- Draft deeds
- Draft slope stabilization easement
- Draft document addressing allocation of development rights
- A check for the plat application fee will be hand-delivered to your office.

General Information

In addition to Lot 58, the parent company of BREG SK58 LLC owns Lots 53 & 57 and has a comprehensive development plan (Town of Jackson file numbers P24-168, 174 &175) for the three lots that also includes access, utility and grading infrastructure only over the area proposed to transfer from Lot 59 to Lot 58. This proposed boundary adjustment eliminates the need for additional easements and other agreements over this area. The proposal is an equal-area exchange between Lots 58 & 59.

Applicable LDR Standards for Boundary Adjustment (BDJ)

8.5.5.D. Findings
A boundary adjustment shall be approved upon finding that:

1. ***No additional parcels of record are created***; No additional parcels of record are being proposed by this application. **Complies.**

2. ***Each of the resulting parcels of record complies with the zone in which it is located as approved through a zoning compliance verification;*** The re-configuration of these two lots will not change the compliance of the resulting lots with the zoning regulations for the PR-SK zone. **Complies.**

3. ***The applicability and required document provisions of this Section are met;*** The required documents for the recording of the adjusted parcels will be provided upon approval of the application in accordance with Section 8.5.5. **Complies.**

4. ***The application complies with all other relevant standards of these LDRs and other Town Ordinances; and.*** The approval of this application complies with all the relevant standards of these LDRs and other Town Ordinances. **Complies.**

5. ***The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*** This application is in substantial conformance with all standards and conditions of all prior applicable permits or approvals. **Complies.**

The exhibit map included with this application shows the current and proposed boundaries.

Please call me if you have any questions, or if you require additional information. Thank you for your assistance.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager
mgotham@jorgeng.com

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Grand View Lodges Fourth Addition

Physical Address: 725 Upper Snow King Loop

Lot, Subdivision: Lots 58 & 59, Grand View Lodges, Third Addition PIDN: 22-41-16-34-3-07-002 & 22-41-16-34-3-07-003

PROPERTY OWNER.

Name: BREG SK58, LLC & Snow King Mountain Resort, LLC 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, Inc. Phone: 307-733-5150

Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002

E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X_____Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

X_____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 #: ZCV P25-035 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

06/20/2025
Date

Louise Shiverick
Name Printed

Survey Manager
Title

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

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

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 : Stephen R. Mills, Authorized Member of 76th Street Kenosha, LLC, the Sole Member of BREG SK58, LLC

Being duly sworn, deposes and says that BREG SK58, LLC is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: (not assigned)

Legal Description: Lot 58, Grand View Lodges 3rd Filing, Plat No.1333

Please attach additional sheet for additional addresses and legal descriptions

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

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

Email address of Applicant/Authorized Representative: mgotham@jorgeng.com

Phone Number of Applicant/Authorized Representative: 307-733-5150

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

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

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

☐ Demolition Permit ☐ Other (describe)_____

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

Authorized Member of 76th Street Kenosha, LLC, the Sole Member of BREG SK 58, LLC

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

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

The foregoing instrument was acknowledged before me by Stephen R. Mills this 13th day of February, 2025. WITNESS my hand and official seal.

Janis E. Hagerty

Notary Public

My commission expires: 02/10/2028

JANIS E. HAGERTY
NOTARY PUBLIC - STATE OF WISCONSIN
MY COMMISSION EXPIRES
FEBRUARY 10, 2028

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

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

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 : Ryan Stanley, President

Being duly sworn, deposes and says that Snow King Mountain Resort LLC is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: (Not Assigned)

Legal Description: Lot 59, Grand View Lodges 3rd Addition
Please attach additional sheet for additional addresses and legal descriptions

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

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

Email address of Applicant/Authorized Representative: mgotham@jorgeng.com

Phone Number of Applicant/Authorized Representative: 307-733-5150

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

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

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

☐ Demolition Permit ☐ Other (describe)_____

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

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ryan Stanley this 21st day of February 2025. WITNESS my hand and official seal.

Notary Public

My commission expires: 11-17-2028

ALICE M MANN
Notary Public - State of Wyoming
Commission ID 167829
My Commission Expires NOV 17, 2028

North Willow Street and East Gill Avenue. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried.
Ordinances. A motion was made by Devon Viehman and seconded by Kevin Regan to read ordinances in short title. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Ordinance T. An Ordinance Regarding Fee Scheduled Set by Resolution. 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:There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Ordinance T, an ordinance regarding fee schedules set by resolution, on third and final reading as presented and designate it Ordinance 1438. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Ordinance V. An Ordinance Extending 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, IN REGULAR SESSION DULY ASSEMBLED, THAT: There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Spery to approve Ordinance V, an ordinance granting an extension of the current CenturyLink Franchise to July 31, 2025, on second reading. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. Public Art Taskforce Appointment/Reappointments. Mayor Pro Tempore Jonathan Schechter nominated Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028. A motion was made by Alyson Spery and seconded by Kevin Regan 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 Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Mayor Pro Tempore Schechter appointed Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028. Mayor Pro Tempore Schechter nominated John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art. A motion was made by Alyson Spery and seconded by Kevin Regan to consent to the appointment of John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Mayor Pro Tempore Schechter appointed John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art. Council discussed their service on the Town Council during the first quarter of 2025. Michelle Weber made staff comment regarding the Farmer's Market. A motion was made by Devon Viehman and seconded by Alyson Spery to direct staff to bring the Jackson Hole Farmer's Market special event application before Town Council as soon as practicable. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Council discussed sister cities, including displaying artwork from Tlaxcala in the Council Chambers. A motion was made by Alyson Spery and seconded by Devon Viehman to direct the Town Manager or their designee to draft a brief scoping staff report about our sister city relationship with Tlaxcala to be added to an agenda within the next 60 days. Mayor Pro Tempore Schechter 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, a request from Tumbleweed Creative Arts, a Summary of Large Upcoming Projects, a Budget Open House, and the Delegate for WAM Summer Convention. Staff presented an addition to the Town Manager's report regarding an Amendment to the JH Public Art Contract that, with the approval of the Town Manager's report, an amendment to the grant contract for the NEA Grant be executed by the Mayor that terminates the grant by May 31, 2025 and provides for invoicing for all outstanding match funds prior to termination. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the Town Manager's Report. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Alyson Spery and seconded by Kevin Regan to adjourn. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:16 p.m.
Publish: 05/28/25

JOINT PROCEEDINGS – UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING
MAY 21, 2025 JACKSON, WYOMING
The Jackson Town Council and the Teton County Board of County Commissioners met in a special joint meeting (JM) at 1:30 p.m. in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Kevin Regan. Alyson Spery joined the meeting at 1:37 p.m. COUNTY COMMISSIONERS: Chairman Mark Newcomb, Wes Gardner, Luther Propst, and Len Carlman. Via Zoom: Natalia Macker. FY26 Joint Department/Division and Board Budget Review. Tyler Sinclair made staff comment. Mary Bess and Crista Valentino provided comments on behalf of the Travel and Tourism Board. Council and Commission held discussion. There was no public comment. On behalf of the County, a motion was made by Len Carlman and seconded by Luther Propst to approve the Travel and Tourism Board's recommended budget in a total amount of $7,843,671 with the provision that the ambassador services line item be changed from $550,000 to $800,000 and that the Travel and Tourism Board and staff determine how best to accommodate that shift. Wes Garderner requested a friendly amendment to change the ambassador services line item from $800,000 to $725,000. The friendly amendment was accepted by Len Carlman and Luther Propst. Chair Newcomb called for the vote. The vote showed 2-3 with Len Carlman and Wes Gardner in favor and Natalia Macker, Luther Propst, and Chair Newcomb opposed. The motion failed for the County. On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to approve the proposed FY26 budget of the Jackson Hole Travel and Tourism Board as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town. On behalf of the County, a motion was made by Wes Gardner and seconded by Natalia Macker to approve the proposed FY26 budget of the Jackson Hole Travel and Tourism Board as presented. Chairman Newcomb called for the vote. The vote showed 4-1 with Natalia Macker, Luther Propst, Wes Gardner, and Chair Newcomb in favor and Len Carlman opposed. The motion carried for the County. Tyler Sinclair, Jodie Pond, Mike Moyer, Bruce Abel, and Maureen Murphy made staff comment. Council and Commission continued discussion with staff. Natalia Macker left the meeting. Council and Commission recessed at 3:29 p.m. and reconvened at 3:37 p.m. Alyson Spery left the meeting during the recess. Discussion continued. Bruce Abel, Jodie Pond, and Tyler Sinclair made staff comment. Council and Commission continued discussion with staff. No additional motions were made. Adjourn. On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town. On behalf of the County, a motion was made by Wes Gardner and seconded by Luther Propst to adjourn. Chair Newcomb called for the vote. The vote showed all in favor. The motion carried for the County. The meeting adjourned at 4:07 p.m.
Publish: 05/28/25

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
MAY 14, 2025 JACKSON, WYOMING
The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 9:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery. Sketch Plan for a +/-190,000 sf (habitable) Mixed-use Hotel and Condominium Development Along North Cache (P24-170). Tyler Valentine, Paul Anthony, Tyler Sinclair, and Lea Colasuonno made staff comment. Council held discussion with staff. Stephan Fodor and Brad Wagstaff commented on behalf of Mogul Capital. Council held discussion. Council recessed at 10:22 a.m. and reconvened at 10:31 a.m. Discussion continued. Council recessed at 11:22 a.m. and reconvened at 11:29 a.m. Discussion continued. Jonathan Schechter left the meeting at 12:01 p.m. A motion was made by Devon Viehman and seconded by Kevin Regan to continue this item to a special Town Council meeting on June 16, 2025 at 8:30 a.m. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Devon Viehman 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 12:03 p.m.
Publish: 05/28/25

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
MAY 14, 2025 JACKSON, WYOMING
The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 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, Devon Viehman, Kevin Regan, and Alyson Spery. FY26 Budget Overview. Tyler Sinclair and Johnny Ziem made staff comment. Council held discussion with staff. Jessica Sell Chambers, Joe Spiegel, Zach Burn, and Perri Stern made public comment. Council recessed at 2:21 p.m. and reconvened at 3:31 p.m. Discussion continued. No motions were made. 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 5:06 p.m.
Publish: 05/28/25

• CONTINUED PUBLICATIONS •

PUBLIC NOTICE: Notice of Application to Transfer Ownership of a Restaurant Liquor License.
Notice is hereby given that the applicant whose name is set forth below filed application to transfer the Ownership of a Restaurant Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows: Date Filed: May 2, 2025. Applicant: New Chinatown Restaurant WY LLC. From Licensee: Chinatown Lee Inc. To Licensee: New Chinatown Restaurant WY LLC dba New Chinatown Restaurant: 850 W. Broadway, Suite A Jackson, WY 83001. Protest, if any there be, against the transfer of the above license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 2nd of June 2025 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl. Dated this May 5, 2025. L. Lenamond, Internal Services Specialist
Publish: 05/21, 05/28/25

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:

STEPHEN B. HANCOCK,

Deceased.

Docket No.: 2025-CV-0019258

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on March 24, 2025, the Last Will and Testament of the above-named decedent was admitted to probate by the above-named court, and that on May 12, 2025 Peter B. Hancock and Christopher M. Hancock were named co-personal representatives thereof. Any action to set aside the Will shall be filed in the Court within three (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 to the decedent's estate are requested to make immediate payment to Peter B. Hancock and Christopher M. Hancock in care of Geittmann Larson Swift LLP, P.O. Box 1226, 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 said Court, on or before three (3) 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 this 16th day of May, 2025.

Anne Kent Droppert, #7-5275
Attorney for Estate
Geittmann Larson Swift LLP
155 E. Pearl Avenue, Suite 100
P.O. Box 1226
Jackson, WY 83001
(307) 733-3923 – voice
(307) 733-3947 – facsimile
akd@glsllp.com
Publish: 05/28, 06/04, 06/11/25

• INTENT TO SUBDIVIDE •

Notice is hereby given that in accordance with Chapter 15-1-415 Wyoming Statutes, as amended, that Snow King Mountain Resort, LLC and BREG SK58, LLC intend to apply for a permit to subdivide property in the Town of Jackson, Wyoming. The proposed subdivision is a re-platting of Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat 1333, to adjust the boundaries of said lots. The project is located on 28.02 acres within NE1/4SW1/4 and the SE1/4NW1/4, Section 34, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Town Council of Jackson, Wyoming at the Town Council Chambers. Please contact the Town of Jackson Planning Office at (307) 733-0440 for the scheduled meeting date and additional information.
Publish: 05/28, 06/04/25

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2025-CV-0019293

In the Matter of the Estate of)
)
KENNETH E. FAIT,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 7th day of May, 2025, the Last Will and Testament of Kenneth E. Fait was admitted to probate by the above-named Court, and that Kenneth M. Fait and Jennifer Fait Perry were appointed as Co-Personal Representatives 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 said decedent or to said estate are requested to make immediate payment to the undersigned c/o Long Reimer Winegar LLP, P.O. Box 3070, Jackson, Wyoming 83001.

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

Kenneth M. Fait
Jennifer Fait Perry
CO-PERSONAL REPRESENTATIVES

ATTORNEYS FOR ESTATE
Christoher M. Reimer
Thomas L. Hartnett
Long Reimer Winegar LLP
P.O. Box 3070
Jackson, WY 83001
(307) 734-1908
Publish: 05/21, 05/28, 06/04/25

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2025-CV-0019288

tivities. No formal action items will be included on the agenda; all such items will be considered at the duly noticed regular meeting on the morning of June 18, 2025, or at a future public meeting. The final agenda will be published on the airport website 24 hours prior to the meeting.
Publish: 06/04, 06/11/25

Official Notice

Lower Valley Energy, Inc.

2025 Annual Meeting

Notice is hereby given that the annual meeting of members of Lower Valley Energy, Inc. will be held at 6pm, June 26, 2025, at our Jackson office. Registration will begin at 5:30 pm. Business will be conducted as follows:

1. Report on the number of members present in person and by proxy in order to determine the existence of a quorum.
2. Read the notice of the meeting and proof of due publication or mailing thereof.
3. Read unapproved minutes of previous meetings of the members and take necessary action thereon.
4. Officers' presentations and consideration of reports.

Election of board members for districts 2 and 5.
6. Unfinished business.
7. New business.
8. Adjournment.

Ray Elser, Secretary/Treasurer
Publish: 06/04, 06/11/25

PUBLIC NOTICE

Pursuant to the Wyoming Administrative Procedure Act and the Wyoming Public Service Commission's (Commission) Rules and Regulations, notice is hereby given of the Application of Fall River Rural Electric Cooperative, Inc. (Fall River), for authority to update its Avoided Cost Rate for May 2025 through April 2026.

1. Fall River is a public utility subject to the Commission's jurisdiction. Wyo. Stat. §§ 37-1-101(a)(vi)(C) and 37-2-112.

2. On April 30, 2025, Fall River filed its Application requesting authority to update its Avoided Cost Rate, based on its average wholesale power costs for the calendar year ending December 2024, resulting in an Avoided Cost Rate of $0.0374 per kWh. This is a decrease from the currently in effect Avoided Cost Rate of $0.0386.

3. This is not a complete description of the Application. Fall River's Application is available at the Commission's office in Cheyenne, or at: https://dms.wyo.gov/external/publicusers.aspx (enter Record No. 17813).

4. Anyone desiring to file a public comment, statement, intervention petition, protest or request for a public hearing in this matter must file with the Commission in writing on or before June 19, 2025. Any intervention request filed with the Commission shall set forth the grounds of the proposed intervention or request for hearing as well as the position and the interest of the petitioner in this proceeding. Please mention Docket No. 10000-33-CT-25 in your communications.

5. If you wish to intervene in this matter or request a public hearing which you will attend and you require reasonable accommodation for a disability, call the Commission at (307) 777-7427 or write to the Commission, 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications-impaired persons may contact the Commission through Wyoming Relay at 711.

Dated: May 22, 2025.
Publish: 06/04, 06/11/25

NOTICE OF BUDGET HEARING FOR
CAMP CREEK IMPROVEMENT & SERVICE DISTRICT

Pursuant to Wyoming Statute § 16-12-406(c), notice is hereby given that the annual meeting of the property owners and electors (the "Owners") and the budget hearing for the Camp Creek Improvement & Service District shall be held on June 4, 2025 at 6:00 P.M. At such time, the proposed annual budget for the Camp Creek Improvement & Service District for the fiscal year to begin July 1, 2025 and to end June 30, 2026 shall be heard. A summary of the proposed budget is as follows: Anticipated Revenues: $13,600; Operating Expenses: $10,000; Administrative Expenses: $3,000.

The Owners and public are invited to attend the hearing, which is scheduled for June 4, 2025 at 6:00 P.M. at 4445 Mule Deer Lane, Jackson, Wyoming 83001.

DATED this 23rd day of May 2025.

Jack Hutcheson, Director
Camp Creek Improvement and Service District
Publish: 06/04/25

• 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:

STEPHEN B. HANCOCK,

Deceased.

Docket No.: 2025-CV-0019258

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on March 24, 2025, the Last Will and Testament of the above-named decedent was admitted to probate by the above-named court, and that on May 12, 2025 Peter B. Hancock and Christopher M. Hancock were named co-personal representatives thereof. Any action to set aside the Will shall be filed in the Court within three (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 to the decedent's estate are requested to make immediate payment to Peter B. Hancock and Christopher M. Hancock in care of Geittmann Larson Swift LLP, P.O. Box 1226, 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 said Court, on or before three (3) 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 this 16th day of May, 2025.

Anne Kent Droppert, #7-5275
Attorney for Estate
Geittmann Larson Swift LLP
155 E. Pearl Avenue, Suite 100
P.O. Box 1226
Jackson, WY 83001
(307) 733-3923 – voice
(307) 733-3947 – facsimile
akd@glsllp.com
Publish: 05/28, 06/04, 06/11/25

Notice is hereby given that in accordance with Chapter 15-1-415 Wyoming Statutes, as amended, that Snow King Mountain Resort, LLC and BREG SK58, LLC intend to apply for a permit to subdivide property in the Town of Jackson, Wyoming. The proposed subdivision is a re-platting of Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat 1333, to adjust the boundaries of said lots. The project is located on 28.02 acres within NE1/4SW1/4 and the SE1/4NW1/4, Section 34, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Town Council of Jackson, Wyoming at the Town Council Chambers. Please contact the Town of Jackson Planning Office at (307) 733-0440 for the scheduled meeting date and additional information.
Publish: 05/28, 06/04/25

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2025-CV-0019293

In the Matter of the Estate of)
)
KENNETH E. FAIT,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 7th day of May, 2025, the Last Will and Testament of Kenneth E. Fait was admitted to probate by the above-named Court, and that Kenneth M. Fait and Jennifer Fait Perry were appointed as Co-Personal Representatives 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 said decedent or to said estate are requested to make immediate payment to the undersigned c/o Long Reimer Winegar LLP, P.O. Box 3070, Jackson, Wyoming 83001.

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

Kenneth M. Fait
Jennifer Fait Perry
CO-PERSONAL REPRESENTATIVES

ATTORNEYS FOR ESTATE
Christoher M. Reimer
Thomas L. Hartnett
Long Reimer Winegar LLP
P.O. Box 3070
Jackson, WY 83001
(307) 734-1908
Publish: 05/21, 05/28, 06/04/25

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2025-CV-0019288

In the Matter of the Estate of)
)
HAROLD ALFRED KROEGER, JR., aka)
HAL A. KROEGER, JR., aka)
HAL A. KROEGER,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 7th day of May, 2025 the estate of Harold Alfred Kroeger, Jr. was admitted to probate by the above-named Court, and that George F. Kroeger and Frontier Directed Fiduciary Services LLC were appointed Co-Administrators thereof.

Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned c/o Long Reimer Winegar LLP, 2120 Carey Avenue, Suite 300, Cheyenne, Wyoming 82001.

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

George F. Kroeger and
Frontier Directed Fiduciary Services LLC,
CO-ADMINISTRATORS

ATTORNEY FOR ESTATE:
Brianne K. Sherman
Long Reimer Winegar LLP
P.O. Box 87
Cheyenne, WY 82003-0087
(307) 635-0710
Publish: 05/21, 05/28, 06/04/25



QUITCLAIM DEED
(a portion of Lot 58)

As of _____, 2025, **BREG SK58, LLC**, a Wyoming limited liability company, as Grantor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, and receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to **Snow King Mountain Resort, LLC**, a Wyoming limited liability company, whose address is P.O. Box 1846, Jackson, Wyoming, 83001-1846, as Grantee, the following described real estate, situate in the County of Teton State of Wyoming; hereby waiving and releasing under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

See **Exhibit A** attached hereto and made a part hereof by this reference;

PIDN: a portion of 22-41-16-34-3-07-002

The foregoing conveyance shall include, as to the above real property, all tenements, hereditaments, appurtenances and improvements thereunto belonging, but subject to taxes not yet due and payable, matters that would be disclosed by an inspection or survey of such property and matters of record.

Dated this _____ day of _____, 2025.

[**Remainder of Page Blank**]

The above Quitclaim Deed has been executed and delivered as of the date immediately stated above.

BREG SK58, LLC,
a Wyoming limited liability company

By:_____
Name:_____
Title:_____

STATE OF_____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of BREG SK58, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

EXHIBIT A

LEGAL DESCRIPTION

QUITCLAIM DEED
(a portion of Lot 59)

As of _____, 2025, **Snow King Mountain Resort, LLC**, a Wyoming limited liability company, as Grantor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, and receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to **BREG SK58, LLC**, a Wyoming limited liability company, whose address is 4011 80TH Street, Kenosha, WI, 53142-4955, as Grantee, the following described real estate, situate in the County of Teton State of Wyoming; hereby waiving and releasing under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

See **Exhibit A** attached hereto and made a part hereof by this reference;

PIDN: a portion of 22-41-16-34-3-07-003

The foregoing conveyance shall include, as to the above real property, all tenements, hereditaments, appurtenances and improvements thereunto belonging, but subject to taxes not yet due and payable, matters that would be disclosed by an inspection or survey of such property and matters of record.

Dated this _____ day of _____, 2025.

[**Remainder of Page Blank**]

The above Quitclaim Deed has been executed and delivered as of the date immediately stated above.

Snow King Mountain Resort, LLC,
a Wyoming limited liability company

By:_____
Name:_____
Title:_____

STATE OF_____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of each of Snow King Mountain Resort, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

EXHIBIT A

LEGAL DESCRIPTION

PARTIAL VACATION OF LOTS 58 AND 59 OF PLAT 1333

WHEREAS, on the ____ day of _____, 2025, the Town Council of the Town of Jackson, Wyoming, met at a properly noticed public hearing open to the public to consider a partial vacation of Lots 58 and 59 as set forth in Plat 1333, recorded as Instrument No. 848315 on November 14, 2013 ("Plat 1333");

WHEREAS, Plat 1333 platted Lots 58 and 59 ("Lots 58 and 59") and certain other property;

WHEREAS, both of the current owners of Lots 58 and 59 have consented to the vacation of Lots 58 and 59 and the replatting of said lots pursuant to the configuration set forth in the application considered by the Town Council;

WHEREAS, Wyo. Stat. § 34-12-108 and the applicable Town of Jackson Land Development Regulations, Section 8.2.13.C, specifically allow the partial vacation and replat of Lots 58 and 59; and

WHEREAS, the Town Council of the Town of Jackson, Wyoming, having considered the foregoing at a properly noticed public hearing open to the public and having found in accordance with Wyo. Stat. § 34-12-108 that the vacation of Lots 58 and 59 do not abridge or destroy any of the rights and privileges of the owners and proprietors of Plat 1333, and that the proposed partial vacation of Plat 1333 is consistent with and meets the provisions of Section 8.2.13.C of the Town of Jackson Land Development Regulations, does hereby approve the partial vacation of Lots 58 and 59 as set forth on Plat 1333, and the replat of said lots as presented to the Town Council.

NOW, THEREFORE,

1. Lots 58 and 59 as set forth on Plat 1333 are hereby vacated and are to be replatted pursuant to the replat of said lots as presented to the Town Council; and

2. the Town Council of the Town of Jackson hereby respectfully requests that the Teton County Clerk write in plain legible letters across Lots 58 and 59 as set forth on Plat 1333 the word "vacated," and also make a reference on Plat 1333 to the instrument number at which this instrument of partial vacation is recorded, pursuant to Wyo. Stat. § 34-12-110.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The foregoing Partial Vacation of Lots 58 and 59 of Plat 1333 has been executed as of the date first set forth above.

TOWN OF JACKSON

By: _____
Arne Jorgensen, Mayor

Attest:_____
Riley Hovorka, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

WITNESS, my hand and official seal.

_____
Notary Public
My Commission expires:_____

In accordance with Wyo. Stat. §34-12-108, the partial vacation of Lots 58 and 59 of Plat 1333 does not abridge or destroy any of the rights and privileges of the owners and proprietors of Plat 1333.

BREG SK58, LLC,
a Wyoming limited liability company

By:_____
Name:_____
Title:_____

STATE OF_____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of BREG SK58, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

[signatures continue on following page]

In accordance with Wyo. Stat. §34-12-108, the proposed vacation of Lots 58 and 59 of Plat 1333 does not abridge or destroy any of the rights and privileges of the owners and proprietors of Plat 1333.

Snow King Mountain Resort, LLC,
a Wyoming limited liability company

By:_____
Name:_____
Title:_____

STATE OF_____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of each of Snow King Mountain Resort, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

CONFIRMATION OF LOCATION OF ALLOCATION OF
DEVELOPMENT RIGHTS AS TO LOT 58 (ADJUSTED)

This Confirmation of Location of Allocation of Development Rights as to Lot 58 (Adjusted) ("**Agreement**") is made to be effective as of _____, 2025 and is executed, delivered and recorded by BREG SK58, LLC, a Wyoming limited liability company ("**BREG SK58**").

RECITALS

A. The Town of Jackson, Wyoming has approved the partial vacation and replat of Lot 58 as was platted pursuant to Plat 1333, recorded in the office of the Teton County Clerk on November 14, 2013 as Instrument No. 848315. Lot 58, as platted pursuant to Plat 1333, is referred to in this Agreement as the "**Previous Lot 58 Alignment**."

B. In conjunction with the partial vacation and replat of the Previous Lot 58 Alignment, BREG SK58 and Snow King Mountain Resort, LLC, a Wyoming limited liability company, have replatted the property legally described on **Exhibit A** to this Agreement ("**Lot 58 (Adjusted)**"), and have executed quitclaim deeds that will result in BREG SK58 owning Lot 58 (Adjusted). The replat of the Previous Lot 58 Alignment as Lot 58 (Adjusted) is referred to in this Agreement as the "**Replat**."

C. The Snow King Planned Resort District Master Plan, attached to that certain Affidavit Affecting Title recorded in the office of the Teton County Clerk on July 19, 2001, in Book429 of Photo, Pages 1-211 as Document No. 547519, as it has been amended, specifies a limited number of average peak occupancies ("**APOs**") and maximum building floor area ("**FAR**") for development within the Snow King Planned Resort District (the "**District**").

D. Pursuant to that certain Transfer and Allocation of Development Rights dated August 30, 2023 which was recorded in the office of the Teton County Clerk on August 30, 2023, as Instrument No. 1066438 (the "**2023 Allocation Agreement**"), forty-six (46) APOs and 30,000 square feet of FAR (the "**Lot 58 Allocation**") were transferred to BREG SK58 as the owner of the Previous Lot 58 Alignment.

E. BREG SK58 desires to allocate and confirm that the Lot 58 Allocation is transferred and allocated to BREG SK58 as the owner of Lot 58 (Adjusted), in conjunction with and effective upon the Replat.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees as follows, effective in conjunction with the Replat:

1. Transfer and Allocation of APOs. BREG SK58 hereby confirms, transfers and allocates to BREG SK58 a total of forty-six (46) APOs that were allocated to BREG SK58 pursuant to the 2023 Allocation Agreement, which forty-six (46) APOs attach and relate solely to Lot 58 (Adjusted).

2. Transfer and Allocation of Building Floor Area. BREG SK58 hereby confirms, transfers and allocates to BREG SK58 a total of 30,000 square feet of building FAR that was allocated to BREG SK58 pursuant to the 2023 Allocation Agreement, which 30,000 square feet of building FAR attaches and relates solely to Lot 58 (Adjusted).

3. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of BREG SK58. BREG SK58 may freely convey, assign, transfer and allocate the rights and entitlements conveyed hereunder to subsequent purchasers of any part or all of the Property or to other owners of property within the District.

4. Recordation. This Agreement shall be recorded in the land records of the Office of the Clerk of Teton County, Wyoming.

5. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming.

6. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Confirmation of Location of Allocation of Development Rights as to Lot 58 (Adjusted) as of the day and year first above written.

BREG SK58, LLC,
a Wyoming limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as the _____ of BREG SK58, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

[SEAL]

EXHIBIT A
Legal Description of Lot 58 (Adjusted)

[_____]

PIDNs: a portion of 22-41-16-34-3-07-002 and a portion of 22-41-16-34-3-07-003

SOIL NAIL ENCROACHMENT AND CONSTRUCTION ACCESS AGREEMENT FOR THE BENEFIT OF LOT 58 (ADJUSTED)

THIS SOIL NAIL ENCROACHMENT AND CONSTRUCTION ACCESS AGREEMENT FOR THE BENEFIT OF LOT 58 (ADJUSTED) ("**Agreement**"), is entered into as of _____, 2025, by and between BREG SK58, LLC, a Wyoming limited liability company ("**Lot 58 Owner**") and Snow King Mountain Resort, LLC, a Wyoming limited liability company ("**SKMR**").

RECITALS

A. Lot 58 Owner owns that certain parcel of land known and legally described as follows ("**Lot 58**"):

> Lot 58 (Adjusted) of Grand View Lodges Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____.
>
> PIDNs: a portion of 22-41-16-34-3-07-002 and a portion of 22-41-16-34-3-07-003

B. SKMR owns that certain parcel of land known and legally described as follows ("**SKMR Lot 59**")

> Lot 59 (Adjusted) of Grand View Lodges Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____.
>
> PIDNs: a portion of 22-41-16-34-3-07-003 and a portion of 22-41-16-34-3-07-002

C. In order to provide for the orderly construction of improvements on Lot 58, SKMR has agreed to grant certain rights to Lot 58 Owner for the benefit of Lot 58 pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1. **Soil Nail Encroachment**. SKMR agrees that Lot 58 Owner, for the benefit of Lot 58, is hereby granted an easement to place and then maintain, on a nonexclusive basis, soil nails or a similar shoring system (collectively, "**Shoring**") beyond the boundary line of Lot 58 within a fifty (50)' foot] strip of SKMR Lot 59 extending from and along the southern boundary of Lot 58, in a manner that encroaches and rests within the subsurface of SKMR Lot 59 to the extent reasonably necessary for constructing and stabilizing improvements on Lot 58, as such improvements may be approved by the Town of Jackson in compliance with the Snow King Master Development Plan. Lot 58 Owner agrees that prior to the installation of any Shoring, Lot 58 Owner shall provide SKMR with Shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming, which shall be subject to SKMR's approval, not to be unreasonably delayed, denied or withheld. All Shoring performed by Lot 57 Owner shall comply with all applicable law.

2. **Construction Access**. SKMR hereby grants to Lot 58 Owner, for use by Lot 58 Owner and Lot 58 Owner's members, managers, officers, agents and employees, contractors, subcontractors, material suppliers, successors and assigns, a non-exclusive, temporary right of access (the "**Construction Access**") over, on and across a twenty (20)' foot strip of SKMR Lot 59 extending from and along the southern and

eastern boundaries of Lot 58, for access to and during the construction of improvements on Lot 58 as they may be constructed and reconstructed from time to time.

3. **Indemnity**. Lot 58 Owner agrees to indemnify, defend, protect, and hold harmless SKMR and its members, managers, officers, agents and employees from and against any and all actions, claims, costs, damages, demands, expenses, fines, injuries, judgments, liabilities, losses, penalties, or suits including, without limitation, attorneys' fees and costs made by third parties and arising from any act by, or negligence of, Lot 58 Owner or its agents, contractors, subcontractors, members, managers, officers, agents, or employees in relation to (1) the installation or maintenance of the Shoring or (2) the use of the Construction Access rights pursuant to this Agreement.

4. **Insurance**. Prior to the commencement of construction or other access on SKMR Lot 59 by or at the direction of Lot 58 Owner, Lot 58 Owner will maintain and deliver to SKMR a certificate of insurance that evidences Lot 58 Owner's commercial general liability insurance coverage in amounts not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate and that names SKMR as an additional insured. All general liability coverages shall be provided on an occurrence policy form.

5. **Liens**. Lot 58 owner shall not permit or suffer any lien to be imposed upon or to accrue against SKMR or SKMR Lot 59, resulting from Lot 58 Owner's exercise of its rights under this Agreement. Lot 58 Owner shall indemnify, defend and hold harmless SKMR and the Lot 58 Owner Parcel from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Lot 58 Owner and, in the event that any such lien shall arise or accrue against SKMR or SMKR Lot 59, Lot 58 Owner shall promptly take action to remove and clear any lien upon notice thereof.

6. **Entire Agreement**. This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

7. **Severability**. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect. Neither of the parties under this Agreement is the agent of the other, or otherwise authorized to represent or bind the other.

8. **Law Governing**. The laws of the State of Wyoming shall govern the terms of this Agreement both as to interpretation and performance.

9. **Captions and Paragraph Headings**. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. This Agreement shall run with the land and burden and benefit Lot 58 and SKMR Lot 59.

11. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

[signatures follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

BREG SK58, LLC,
a Wyoming limited liability company

By:_____
Name: _____
Title:_____

STATE OF_____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of BREG SK58, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

[signatures continue on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

SNOW KING MOUNTAIN RESORT, LLC,
a Wyoming limited liability company

By:_____
Name: _____
Title:_____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of Snow King Mountain Resort, LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public
My commission expires:_____

AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
GRAND VIEW LODGES FOURTH FILING

TO WIT:

The undersigned officer of Southport Services Corporation, a Wyoming corporation, being first duly sworn, deposes and says:

THAT the undersigned has examined a copy of the plat prepared _____, last revised _____ of GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON, being a re-plat of Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333, and being located within NE1/4SW1/4 and the SE1/4NW1/4 of Section 34, T.41N., R.116W., 6th P.M., Teton County, Wyoming;

THAT said Southport Services Corporation, is holder of a mortgage on a portion of the lands depicted on said plat of GRAND VIEW LODGES FOURTH 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 said Southport Services Corporation, the undersigned acknowledges, accepts, and consents to the subdivision of land depicted on said plat of GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON and described in said Certificate of Owner.

SOUTHPORT SERVICES CORPORATION,
a Wyoming corporation

By: _____

Print Name:_____

Print Title: _____

STATE OF _____)
) s.s.
COUNTY _____)

On this _____ day of _____, 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ acting as

_____ of Southport Services Corporation, a Wyoming corporation, who being duly sworn acknowledged that this instrument was signed on behalf of and by authority of said Southport Services Corporation as its free act and deed.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON

The undersigned acting in their authorized capacity as Authorized Member of 76th Street Kenosha, LLC, Sole Member of BREG SK58, LLC a Wyoming limited liability company, being first duly sworn deposes and says:

THAT the undersigned, acting for and on behalf of said BREG SK58, LLC, has examined a copy of that plat prepared _____, last revised on _____, of Grand View Lodges Fourth Addition to the Town of Jackson, being identical with Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333 and being located in the NE1/4SW1/4 and SE1/4NW1/4 of Section 34, Township 41 North, Range 116 West;

THAT said BREG SK58, LLC is the owner and proprietor of Lot 58 depicted on said plat of Grand View Lodges Third Addition to the Town of Jackson and, as reconfigured, described under the Certificate of Surveyor and Certificate of Owner on said plat of Grand View Lodges Fourth Addition to the Town of Jackson;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Grand View Lodges Fourth Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of said BREG SK58, LLC; and

THAT the undersigned intends that their signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as their signature in their authorized capacity as Authorized Member of 76th Street Kenosha, LLC, Sole Member of said BREG SK58, LLC to the Certificate of Owner as contained on said plat of Grand View Lodges Fourth Addition to the Town of Jackson.

BREG SK58, LLC,
a Wyoming limited liability company

_____
By: Stephen R. Mills, Authorized Member of 76th Street Kenosha, Sole Member

STATE OF)
) ss.
COUNTY OF)

Subscribed and sworn before me on this _____ day of _____, 2025 by Stephen R. Mills acting in their authorized capacity as Authorized Member of 76th Street Kenosha, LLC, Sole Member of BREG SK58, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires:

AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON

The undersigned acting in their authorized capacity as President of Snow King Mountain Resort, LLC, a Wyoming limited liability company, being first duly sworn depose and say:

THAT the undersigned, acting for and on behalf of said Snow King Mountain Resort, LLC, have examined a copy of that plat prepared _____, last revised on _____, of Grand View Lodges Fourth Addition to the Town of Jackson, being identical with Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333 and being located in the NE1/4SW1/4 and SE1/4NW1/4 of Section 34, Township 41 North, Range 116 West;

THAT said Snow King Mountain Resort, LLC is the owner and proprietor of Lot 59 depicted on said plat of Grand View Lodges Third Addition to the Town of Jackson and, as reconfigured, described under the Certificate of Surveyor and Certificate of Owner on said plat of Grand View Lodges Fourth Addition to the Town of Jackson;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Grand View Lodges Fourth Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of said Snow King Mountain Resort, LLC; and

THAT the undersigned intends that their signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as their signatures in their authorized capacity as President of said Snow King Mountain Resort, LLC to the Certificate of Owner as contained on said plat of Grand View Lodges Fourth Addition to the Town of Jackson.

Snow King Mountain Resort, LLC
a Wyoming limited liability company

_____
By: Ryan Stanley, President

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 2025 by Ryan Stanley acting in their authorized capacity as President of Snow King Mountain Resort, LLC.

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires:

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Town Council Meeting
Submitting Department:	Planning Department	**Presenter:**	Andrew Bowen
Agenda Item:	P25-128 (Powderhorn Housing Boundary Adjustment)	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for the Council to review an application proposing adjustment of the boundaries between two platted lots at a public hearing based on the findings of LDR section 8.5.6.D.

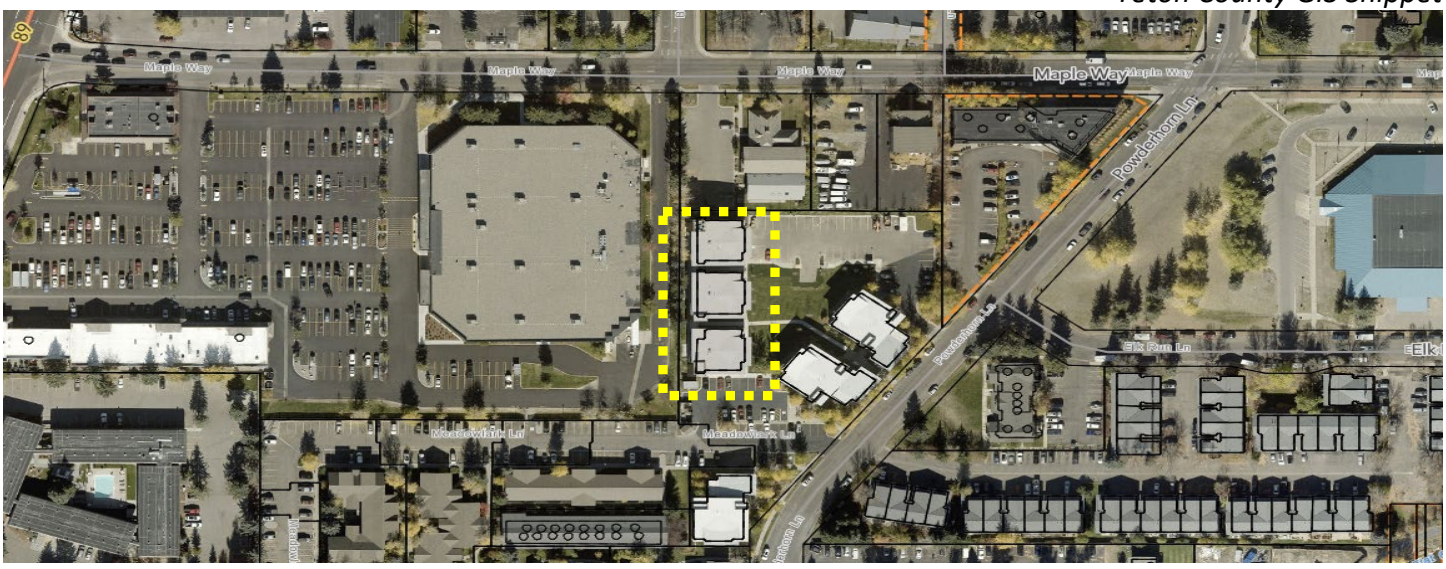
The purpose of this review process is *"to ensure that the adjustment of property lines results in property configurations that comply with the standards of these LDRs."*

Requested Action.
The Applicant, Cirque Consulting, on behalf of the Jackson Hole Housing Fund, Powderhorn Housing LLC, and the Powderhorn Homeowners Association, is requesting approval of a Boundary Adjustment with Final Plat for Lots 4, 5, 6, and 7 (Common Area) of the Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365, located at 625, 645, and 675 Powderhorn Lane. This request is submitted in accordance with the issued Zoning Compliance Verification P25-051.

Recommendation.
The Planning Director recommends ***approval*** of Boundary Adjustment (P25-128) with Final Plat for Lots 4, 5, 6, and 7 of the Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365, located at 625, 645, and 675 Powderhorn Lane.

Project Location.
The subject property is located at platted lots, Lots 4, 5, 6, and 7 as shown on Plat No. 1356, located at 625, 645, and 675 Powderhorn Lane.

Teton County GIS Snippet



Background/Project Description.

Property Description:

The subject parcels are located within the Jackson Hole Mountain Resort (JHMR) Powderhorn Apartment Development, situated along Powderhorn Lane directly behind Target. The development consists of five individual buildings providing employee housing for JHMR, along with two parking areas and shared greenspace.

Current Site Development:

The Powderhorn Housing PUD was approved through the amended Sketch Plan (P13-024), Conditional Use Permit for Institutional Residential Use (P13-025), and Final Development Plan (P13-026). The townhouse plat was recorded in 2016 as Plat No. 1356. The portion of the Powderhorn Housing Second Addition affected by this Boundary Adjustment includes three townhouse lots along with the associated limited and general common areas.

Project Description:

The property owners, Jackson Hole Housing Fund (Lot 4), Powderhorn Housing LLC (Lots 5 and 6), and the Powderhorn Homeowners' Association (common area Lot 7) are requesting a Boundary Adjustment to align existing lot lines with the as-built building footprints, which currently extend beyond the townhouse plat boundaries. According to the Applicant, phased construction and minor design changes made after plat recording caused the lot boundaries for Lots 4, 5, and 6 to no longer match the completed buildings.

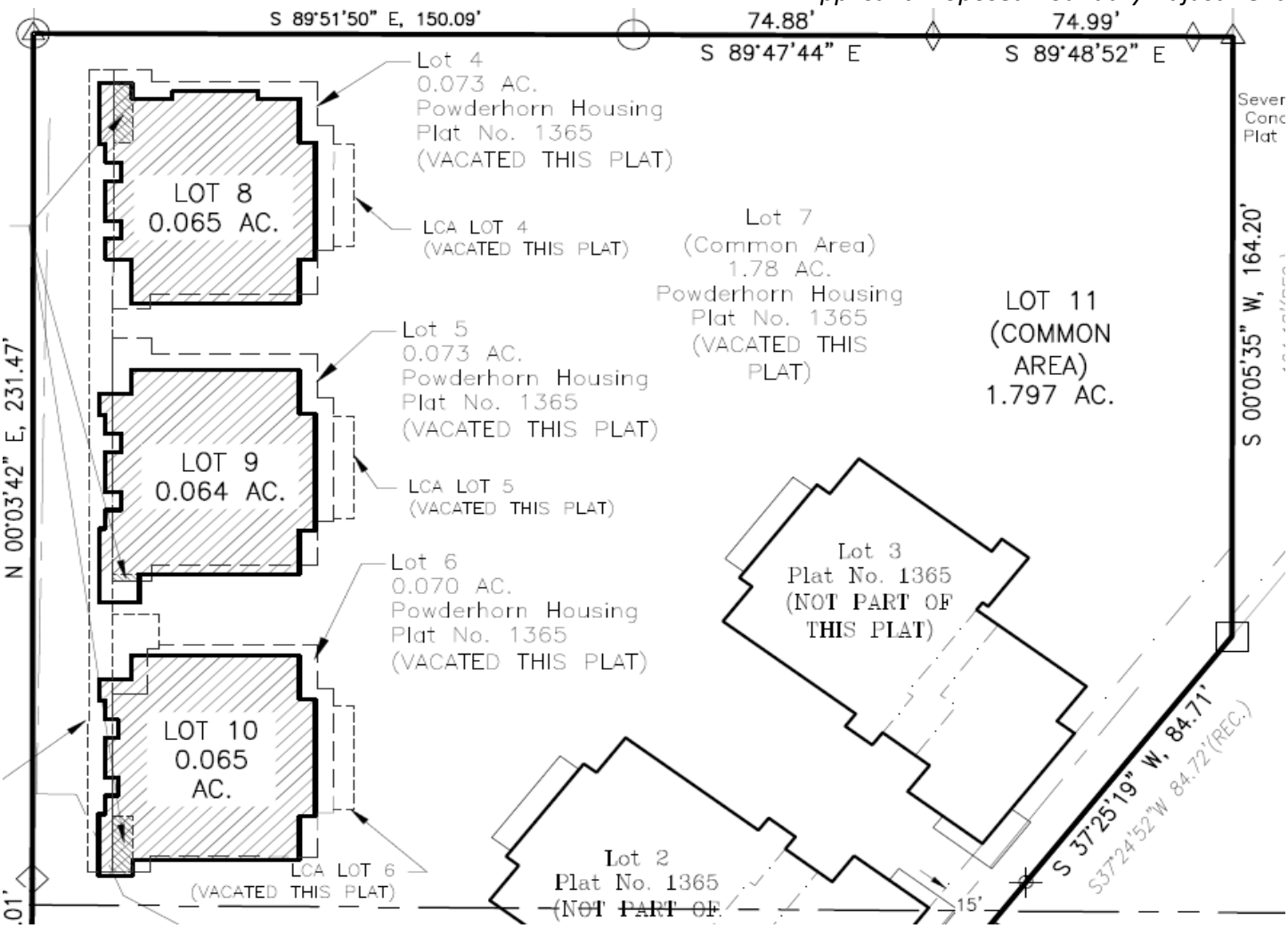
The proposed Boundary Adjustment will resolve these discrepancies by updating lot configurations, access easements, and common element designations to reflect the as-built development completed in 2024.

Proposed Lot Conditions:

- Lot 4 changes to Lot 8
  Proposed Townhouse Lot Size: .065 acres
- Lot 5 changes to Lot 9
  Proposed Townhouse Lot Size: .064 acres
- Lot 6 changes to Lot 10
  Proposed Townhouse Lot Size: .065 acres
- Lot 7 changes to Lot 11
  Proposed Common Area Lot Size: 1.797 acres

The proposed Boundary Adjustment, shown below, reflects these changes.

Applicant Proposed Boundary Adjustment



Staff Analysis.
After reviewing the Applicant's submittal and Department Reviews, staff finds that that the proposed project complies with the LDR requirements for a Boundary Adjustment.

Public Comment.
As of the writing of this staff report, no public comment has been received.

Boundary Adjustment Findings.
Per LDR Section 8.5.6.D, a Boundary Adjustment shall be approved upon finding that:

1. ***No additional lots of record are created;***

   Complies. This Boundary Adjustment will not create any additional lots of record.

2. ***Each of the resulting lots of record complies with the zone in which it is located as approved through a zoning compliance verification;***

Complies. Each resulting lot of record complies with its respective zoning, as verified through Zoning Compliance Verification (P25-051) (attached).

3. ***The applicability and required document provisions of this section are met;***

   Complies. All required documents for this Boundary Adjustment have been submitted and reviewed for compliance.

4. ***The application complies with all other relevant standards of these LDRs and other town Ordinances; and***

   Complies. This Boundary Adjustment application complies with all other applicable standards of the Town's LDRs and other Town ordinances.

5. ***The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***

   Complies. This Boundary Adjustment application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Fiscal Impact.
Staff does not anticipate any fiscal impact from the project at this time.

Staff Impact.
The amount of staff time to review, meet with the Applicant, research, write this report, and anticipated work to issue final letters was roughly 20 hours.

Attachments.
- Applicant Submittal
- Department Reviews
- Zoning Compliance Verification (P25-051)

Suggested Motion.
I move to ***approve*** the Boundary Adjustment (P25-128) with Final Plat for Lots 4, 5, 6, and 7 of the Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365, located at 625, 645, and 675 Powderhorn Lane.

CIRQUE
Consulting

PO Box 7775
Jackson, WY 83002 307-413-5424

July 1, 2025

Town of Jackson Planning and Building
PO Box 1687
Jackson, WY 83001

RE: Boundary Line Adjustment – with Replat for 625, 645 and 675 Powderhorn Lane

Dear Planning Staff,

On behalf of the owners, Jackson Hole Housing Fund, Powderhorn Housing LLC and the Powderhorn Homeowner's Association, please accept this letter and the accompanying materials for a for a Boundary Line Adjustment with Final Plat for Lots 4, 5, 6, & 7, Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365, located at 625, 645 & 675 Powderhorn Lane. This submittal is in accordance with the issued Zoning Compliance Verification P25-051.

Included for your review are the following:

- Planning Application
- Final Plat Findings According to LDR Section 8.5.4
- Draft Final Plat
- Title Report
- Draft Affidavits of Acknowledgements and Acceptance of Plat
- Draft Vacation of Reciprocal Access Easement
- Published Notice of Intent to Subdivide

Please do not hesitate to contact me at (307) 413-5424 should you have any questions with this submittal. We look forward to hearing from you upon your sufficiency determination.

Sincerely,

George Putnam
Cirque Consulting, LLC

CIRQUE
Consulting

PO Box 7775
Jackson, WY 83002 307-413-5424

Section 8.5.4.C <u>Findings</u>

A Final 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;

This finding can be made. The Powderhorn Housing Second Addition final plat complies with Final Development Plan (P13-026) that approved the three townhouse lots and associated limited and general common areas and brings the as-built building conditions into compliance with subdivision standards.

The Powderhorn Housing PUD project received approval under the amended Sketch Plan P13-024, Conditional Use Permit for Institutional Residential Use P13-025, and Final Development Plan P13-026. A final townhouse plat was recorded, in 2016 as Plat No. 1356. Due to the phased nature of the project and minor design changes that occurred subsequent to recording the plat, Lots 4, 5, & 6 shown on Plat No. 1356 currently do not match the final building footprints. The proposed boundary adjustment will resolve those discrepancies aligning the lot configuration, access easements and common element designations with the as-built buildings completed in 2024. The proposed plat includes three townhouse lots containing buildings within Lots 8, 9, and 10 (formerly Lots 4, 5, & 6) and one common area Lot 11 (formerly Lot 7).

2. Complies with the standards of this Section;

This finding can be made. The Powderhorn Housing Second Addition townhouse subdivision complies with standards of this section (8.5.4) with respect to Purpose, Applicability, Findings, and Plat Content. No subdivision improvement agreement is contemplated or required as the buildings and improvements are constructed and this Plat resolves boundary encroachment issues only.

CIRQUE
Consulting

PO Box 7775
Jackson, WY 83002 307-413-5424

3. Complies with the subdivision standards of DIV 7.2; and

This finding can be made. As previously approved under Development Permit P13-026 the proposed townhouse final plat are in compliance with applicable subdivision standards of Section 7.2 with respect to access, water & sewer connections, power and communication utilities, firefighting water supply, storm water processing. All facilities have been designed and constructed under the supervision of a licensed Wyoming professional engineer.

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

This finding can be made. The proposed adjusted lots as shown on the attached draft Powderhorn Housing Second Addition Final Plat demonstrate compliance with all relevant physical development standards, vehicle access standards, bulk and mass standards, and allowed uses as included in the LDRs for the project under the PUD-NH-1 zone.

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Powderhorn Housing Boundary Line Adjustment Replat

Physical Address: 625, 645 & 675 Powderhorn Lane

Lot, Subdivision: Lots 4, 5, 6, & 7 Powderhorn Housing Plat No. 1365

PIDN: 22-41-16-32-4-43-004, 22-41-16-32-4-43-005
22-41-16-32-4-43-006
22-42-16-32-4-43-007

PROPERTY OWNER.

Name: See Attached List Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: Cirque Consulting, LLC, George Putnam Phone: 307-413-5424

Mailing Address: PO Box 7775 ZIP: 83002

E-mail: gputnam@cirqueconsulting.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

X 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 #: _____ 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.

George Putnam Digitally signed by George Putnam Date: 2025.06.30 23:22:32 -06'00' — 07/01/2025

Signature of Property Owner or Authorized Applicant/Agent — Date

George Putnam, Cirque Consulting, LLC — Principal

Name Printed — Title

Powderhorn Housing Boundary Line Adjustment
Owners -

Lot 4, Plat 1365 – 625 Powderhorn Lane

Jackson Hole Housing Fund
18312 Minnetonka Blvd.
Suite 200
Wayzata, MN 55391

Lot 5, Plat 1365 – 645 Powderhorn Lane

Powderhorn Housing, LLC
P.O. Box 290
Teton Village, WY 83025

Lot 6, Plat 1365 – 675 Powderhorn Lane

Powderhorn Housing, LLC
P.O. Box 290
Teton Village, WY 83025

Lot 7 Common Area, Plat 1365

Powderhorn Housing Homeowners' Association
P.O. Box 290
Teton Village, WY 83025

LETTER OF AUTHORIZATION

Powderhorn Housing, LLC ,"Owner" whose address is: _____

PO Box 290 Teton Village, WY 83025

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: Lot 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson, PLat No 1365

_____

(If too lengthy, attach description)

HEREBY AUTHORIZES Cirque Consulting, LLC **as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.**

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

OWNER: _____

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: COO

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Doug Pievini this 13th day of March, 2025.

WITNESS my hand and official seal.

(Seal)

Tara Ferris

(Notary Public)

My commission expires:

TARA FERRIS
Notary Public - State of Wyoming
Commission ID: 160807
My Commission Expires Oct. 30, 2027

LETTER OF AUTHORIZATION

Powderhorn Housing Homeowners' Association ,"Owner" whose address is: _____

PO Box 290 Teton Village, WY 83025

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: Lot 7 of the Powderhorn Housing Addition to the Town of Jackson, PLat No 1365

_____

_____

(If too lengthy, attach description)

HEREBY AUTHORIZES Cirque Consulting, LLC as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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

OWNER:

_____

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: COO

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Doug Pierini this 13th day of March, 2025

WITNESS my hand and official seal.

_____ (Seal)

(Notary Public)

My commission expires:

TARA FERRIS
Notary Public - State of Wyoming
Commission ID: 160807
My Commission Expires Oct. 30, 2027

LETTER OF AUTHORIZATION

Jackson Hole Housing Fund ,"Owner" whose address is: _____

18312 Minnetonka Blvd, Suite 200. Wayzata, MN 55391

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: Lot 4 of the Powderhorn Housing Addition to the Town of Jackson, PLat No 1365

_____

_____

(If too lengthy, attach description)

HEREBY AUTHORIZES Cirque Consulting, LLC as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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

OWNER: JACKSON HOLE HOUSING FUND A WYOMING NONPROFIT CORPORATION By Margaretha Walk

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF_____)
)SS.
COUNTY OF_____)

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

WITNESS my hand and official seal.

(Seal) See Attached California All-Purpose Acknowledgment

_____

(Notary Public)

My commission expires:

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego } s.s.

On Mar. 19th 2025 before me, Kncheol Noh, Notary Public,
Name of Notary Public, Title

personally appeared Margaretha Walk
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

KNCHEOL NOH
Notary Public - California
San Diego County
Commission # 2511926
My Comm. Expires Mar 8, 2029

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Cirque Consulting, LLC

Report No.: 24007634-41

Effective Date: April 7, 2025

Current Date: April 15, 2025

Cost:$ 350.00

Project Reference: LOT 4, POWDERHORN HOUSING

Property Address: 625 Powderhorn Lane, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   Jackson Hole Housing Fund, a Wyoming nonprofit corporation, as to parcel 1 and an easement interest as to parcels 2, 3, 4 and 5
2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

Jackson Hole Title & Escrow
Tyra Tafoya, Escrow Officer
Phone: 307-733-3153

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lot 4 of Powderhorn Housing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 10, 2016 as Plat Number 1365.

Parcel 2:

Together with a non-exclusive easement, as disclosed by that Easement, dated April 1, 2003, by and between the Owners of Lots in the Webster Laplant Homestead First Addition, Webster Laplant Homestead Second Addition, Webster Laplant Homestead Fourth Addition, Webster Laplant Homestead Fifth Addition, Webster Laplant Homestead Condominiums First Addition to the Town of Jackson, grantors and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded April 1, 2003, as Document No. 0592002, in Book 497, at Page 861-879, in Teton County, Wyoming.

Parcel 3:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain utilities and appurtenances thereto, to include but not limited to sanitary sewer, water, drainage, gas, electricity, telephone and cable television, as disclosed by that certain Utility Easement, dated August 29, 2013, by and between Webster Laplant Homestead Condominium Owners Association, Inc., a Wyoming nonprofit corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, recorded September 23, 2013, as Document No. 0845213, in Book 854, at Page 693-695, in Teton County, Wyoming.

Parcel 4:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain potable water utilities and appurtenances thereto, as disclosed by that certain Utility Easement, dated May 5, 2014, by and between New Albertson's, Inc., as Ohio corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded May 20, 2014, as Document No. 0859078, in Book 869, at Page 559-563, in Teton County, Wyoming.

Parcel 5

Together with a Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. 2025 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:
   Tax ID# OJ-008290
   Tax Year 2024
   1st Half Tax Status $3,181.12 is Paid
   2nd Half Tax Status $3,181.12 is Paid

2. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1365, records of Teton County, Wyoming.

3. Charges, dues and/or assessments for the Webster Laplant Homestead Association.

4. The terms and conditions of (beneficial) Easement:
   Granted By: Webster Laplant Homestead et al
   Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
   Recording Information: Book 497 of Photo, Pages 861-879

5. Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead appearing of record in Book 346 of Photo, Pages 785-793; Book 407 of Photo, Pages 569-577; Book 407 of Photo, Pages 1089-1098, records of Teton County, Wyoming.

6. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead recorded in Book 498 of Photo, Pages 866-878, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

   Amendment to said Covenants recorded as Doc 0948392.

7. Certificate of Standards Pursuant to Town of Jackson, Wyoming Land Development Regulations 2170.L, recorded in Book 858 of Photo, Pages 1010-1012, records of Teton County, Wyoming.

8. Nonexclusive Installation and Service Agreement:
   By: Bresnan Communications, LLC
   Between: Powderhorn Housing, LLC
   Recording Information: Book 873 of Photo, Pages 853-857

9. The terms and conditions of (beneficial) Utility Easement:
   Granted By: New Albertson's, Inc., an Ohio corporation
   Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
   Recording Information: Book 869 of Photo, Pages 559-563
   Corrective recording: Doc 0948393

10. Declaration of Covenants, Conditions and Restrictions for the Powderhorn Housing Addition to the Town of Jackson recorded in Book 934 of Photo, Pages 641-674, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Terms and Conditions of the Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

12. Deed Restriction for Property recorded October 22, 2024 as Doc No. 1091907, Teton County Clerk, Wyoming.

13. Terms and Conditions of the Memorandum of Lease recorded December 9, 2024 as Doc No. 1094622, Teton County Clerk, Wyoming.

14. Terms and Conditions of the Affidavit Affecting Title recorded December 11, 2024 as Doc No. 1094756, Teton County Clerk, Wyoming

INFORMATIONAL NOTES:

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower. None

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

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Cirque Consulting, LLC

Report No.: 24007635-41

Effective Date: October 16, 2024

Current Date: October 25, 2024

Cost:$ 350.00

Project Reference: LOT 5, POWDERHORN HOUSING

Property Address: 645 Powderhorn Lane, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   Powderhorn Housing LLC, as to parcel 1 and an easement interest as to parcels 2, 3, 4 and 5

2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

Jackson Hole Title & Escrow
Tyra Tafoya, Escrow Officer
Phone: 307-733-3153

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lot 5 of Powderhorn Housing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 10, 2016 as Plat Number 1365.

Parcel 2:

Together with a non-exclusive easement, as disclosed by that Easement, dated April 1, 2003, by and between the Owners of Lots in the Webster Laplant Homestead First Addition, Webster Laplant Homestead Second Addition, Webster Laplant Homestead Fourth Addition, Webster Laplant Homestead Fifth Addition, Webster Laplant Homestead Condominiums First Addition to the Town of Jackson, grantors and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded April 1, 2003, as Document No. 0592002, in Book 497, at Page 861-879, in Teton County, Wyoming.

Parcel 3:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain utilities and appurtenances thereto, to include but not limited to sanitary sewer, water, drainage, gas, electricity, telephone and cable television, as disclosed by that certain Utility Easement, dated August 29, 2013, by and between Webster Laplant Homestead Condominium Owners Association, Inc., a Wyoming nonprofit corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, recorded September 23, 2013, as Document No. 0845213, in Book 854, at Page 693-695, in Teton County, Wyoming.

Parcel 4:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain potable water utilities and appurtenances thereto, as disclosed by that certain Utility Easement, dated May 5, 2014, by and between New Albertson's, Inc., as Ohio corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded May 20, 2014, as Document No. 0859078, in Book 869, at Page 559-563, in Teton County, Wyoming.

Parcel 5

Together with a Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. 2025 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:
   Tax ID# OJ-008291
   Tax Year 2024
   1st Half Tax Status $3,181.12 is Due
   2nd Half Tax Status $3,181.12 is Due

2. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1365, records of Teton County, Wyoming.

3. Charges, dues and/or assessments for the Webster Laplant Homestead Association.

4. The terms and conditions of (beneficial) Easement:
   Granted By: Webster Laplant Homestead et al
   Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
   Recording Information: Book 497 of Photo, Pages 861-879

5. Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead appearing of record in Book 346 of Photo, Pages 785-793; Book 407 of Photo, Pages 569-577; Book 407 of Photo, Pages 1089-1098, records of Teton County, Wyoming.

6. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead recorded in Book 498 of Photo, Pages 866-878, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

   Amendment to said Covenants recorded as Doc 0948392.

7. Certificate of Standards Pursuant to Town of Jackson, Wyoming Land Development Regulations 2170.L, recorded in Book 858 of Photo, Pages 1010-1012, records of Teton County, Wyoming.

8. Nonexclusive Installation and Service Agreement:
   By: Bresnan Communications, LLC
   Between: Powderhorn Housing, LLC
   Recording Information: Book 873 of Photo, Pages 853-857

9. The terms and conditions of (beneficial) Utility Easement:
   Granted By: New Albertson's, Inc., an Ohio corporation
   Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
   Recording Information: Book 869 of Photo, Pages 559-563
   Corrective recording: Doc 0948393

10. Declaration of Covenants, Conditions and Restrictions for the Powderhorn Housing Addition to the Town of Jackson recorded in Book 934 of Photo, Pages 641-674, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Terms and Conditions of the Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

12. Deed Restriction for Property recorded October 22, 2024 as Doc No. 1091905, Teton County Clerk, Wyoming.

13. Deed Restriction for Property recorded October 22, 2024 as Doc No. 1091906, Teton County Clerk, Wyoming.

INFORMATION NOTES:

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower. None

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

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Cirque Consulting, LLC

Report No.: 24007636-41

Effective Date: October 16, 2024

Current Date: October 25, 2024

Cost:$ 350.00

Project Reference: LOT 6, POWDERHORN HOUSING

Property Address: 675 Powderhorn Lane, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   Powderhorn Housing LLC, as to Parcel 1 and an easement interest as to parcels 2, 3, 4 and 5

2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

Jackson Hole Title & Escrow
Tyra Tafoya, Escrow Officer
Phone: 307-733-3153

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lot 6 of Powderhorn Housing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 10, 2016 as Plat Number 1365.

Parcel 2:

Together with a non-exclusive easement, as disclosed by that Easement, dated April 1, 2003, by and between the Owners of Lots in the Webster Laplant Homestead First Addition, Webster Laplant Homestead Second Addition, Webster Laplant Homestead Fourth Addition, Webster Laplant Homestead Fifth Addition, Webster Laplant Homestead Condominiums First Addition to the Town of Jackson, grantors and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded April 1, 2003, as Document No. 0592002, in Book 497, at Page 861-879, in Teton County, Wyoming.

Parcel 3:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain utilities and appurtenances thereto, to include but not limited to sanitary sewer, water, drainage, gas, electricity, telephone and cable television, as disclosed by that certain Utility Easement, dated August 29, 2013, by and between Webster Laplant Homestead Condominium Owners Association, Inc., a Wyoming nonprofit corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, recorded September 23, 2013, as Document No. 0845213, in Book 854, at Page 693-695, in Teton County, Wyoming.

Parcel 4:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain potable water utilities and appurtenances thereto, as disclosed by that certain Utility Easement, dated May 5, 2014, by and between New Albertson's, Inc., as Ohio corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded May 20, 2014, as Document No. 0859078, in Book 869, at Page 559-563, in Teton County, Wyoming.

Parcel 5

Together with a Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. 2025 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:
   Tax ID# OJ-008292
   Tax Year 2024
   1st Half Tax Status $3,155.99 is Due
   2nd Half Tax Status $3,155.99 is Due

2. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1365, records of Teton County, Wyoming.

3. Charges, dues and/or assessments for the Webster Laplant Homestead Association.

4. The terms and conditions of (beneficial) Easement:
   Granted By: Webster Laplant Homestead et al
   Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
   Recording Information: Book 497 of Photo, Pages 861-879

5. Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead appearing of record in Book 346 of Photo, Pages 785-793; Book 407 of Photo, Pages 569-577; Book 407 of Photo, Pages 1089-1098, records of Teton County, Wyoming.

6. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead recorded in Book 498 of Photo, Pages 866-878, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

   Amendment to said Covenants recorded as Doc 0948392.

7. Utility Easement:
   Granted By: Webster Laplant Homestead Condominium Owners Association, Inc., a Wyoming nonprofit corporation
   Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
   Recording Information: Book 854 of Photo, Pages 693-695

8. Certificate of Standards Pursuant to Town of Jackson, Wyoming Land Development Regulations 2170.L, recorded in Book 858 of Photo, Pages 1010-1012, records of Teton County, Wyoming.

9. Easement, including terms and conditions contained therein:
   Granted By: Powderhorn Housing LLC
   Granted To: Lower Valley Energy
   For: Construction, operation and maintenance of electric distribution circuits
   Recording Information: Book 861 of Photo, Page 549

10. Nonexclusive Installation and Service Agreement:
    By: Bresnan Communications, LLC
    Between: Powderhorn Housing, LLC
    Recording Information: Book 873 of Photo, Pages 853-857

11. The terms and conditions of (beneficial) Utility Easement:
Granted By: New Albertson's, Inc., an Ohio corporation
Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
Recording Information: Book 869 of Photo, Pages 559-563
Corrective recording: Doc 0948393

12. Declaration of Covenants, Conditions and Restrictions for the Powderhorn Housing Addition to the Town of Jackson recorded in Book 934 of Photo, Pages 641-674, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

13. Terms and Conditions of the Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

14. Deed Restriction for Property recorded October 22, 2024 as Doc No. 1091905, Teton County Clerk, Wyoming.

15. Deed Restriction for Property recorded October 22, 2024 as Doc No. 1091906, Teton County Clerk, Wyoming.

INFORMATIONAL NOTES:

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower. None

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

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Cirque Consulting, LLC

Report No.: 24007637-41

Effective Date: October 16, 2024

Current Date: October 25, 2024

Cost:$ 350.00

Project Reference: LOT 7, POWDERHORN HOUSING (COMMON AREA)

Property Address: LOT 7 (COMMON AREA), Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

   Powderhorn Housing Homeowners' Association, a Wyoming nonprofit corporation, as to parcel 1 and an easement interest as to parcels 2, 3 and 4
2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

Jackson Hole Title & Escrow
Tyra Tafoya, Escrow Officer
Phone: 307-733-3153

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lot 7 of Powderhorn Housing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 10, 2016 as Plat Number 1365.

Parcel 2:

Together with a non-exclusive easement, as disclosed by that Easement, dated April 1, 2003, by and between the Owners of Lots in the Webster Laplant Homestead First Addition, Webster Laplant Homestead Second Addition, Webster Laplant Homestead Fourth Addition, Webster Laplant Homestead Fifth Addition, Webster Laplant Homestead Condominiums First Addition to the Town of Jackson, grantors and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded April 1, 2003, as Document No. 0592002, in Book 497, at Page 861-879, in Teton County, Wyoming.

Parcel 3:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain utilities and appurtenances thereto, to include but not limited to sanitary sewer, water, drainage, gas, electricity, telephone and cable television, as disclosed by that certain Utility Easement, dated August 29, 2013, by and between Webster Laplant Homestead Condominium Owners Association, Inc., a Wyoming nonprofit corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, recorded September 23, 2013, as Document No. 0845213, in Book 854, at Page 693-695, in Teton County, Wyoming.

Parcel 4:

Together with a non-exclusive easement for the right to lay out, install, operate and maintain potable water utilities and appurtenances thereto, as disclosed by that certain Utility Easement, dated May 5, 2014, by and between New Albertson's, Inc., as Ohio corporation, grantor, and Jackson Hole Mountain Resort Corporation, a Wyoming corporation, grantee, recorded May 20, 2014, as Document No. 0859078, in Book 869, at Page 559-563, in Teton County, Wyoming.

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. 2025 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:
   Tax ID# OJ-008293
   Tax Year 2024
   1st Half Tax Status $14.48 is Due
   2nd Half Tax Status $14.47 is Due

2. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1365, records of Teton County, Wyoming.

3. Charges, dues and/or assessments for the Webster Laplant Homestead Association.

4. The terms and conditions of (beneficial) Easement:
   Between: Webster Laplant Homestead, LLC, a Wyoming limited liability company
   And: Webster Laplant Homestead Association, Inc. a Wyoming nonprofit corporation
   Recording Information: Book 346 of Photo, Pages 865-870

5. The terms and conditions of (beneficial) Easement:
Granted By: Webster Laplant Homestead et al
Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
Recording Information: Book 497 of Photo, Pages 861-879

6. Access Easement:
Granted By: Jackson Hole Mountain Resort, a Wyoming corporation
Granted To: The owners of record of Lot 2 of Webster Laplant Homestead First Addition, et al
Recording Information: Book 497 of Photo, Pages 880-882

7. Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead appearing of record in Book 346 of Photo, Pages 785-793; Book 407 of Photo, Pages 569-577; Book 407 of Photo, Pages 1089-1098, records of Teton County, Wyoming.

8. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead recorded in Book 498 of Photo, Pages 866-878, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

   Amendment to said Covenants recorded as Doc 0948392.

9. Partial Vacation of Easement recorded in Book 854 of Photo, Pages 689-692, records of Teton County, Wyoming.

10. Utility Easement:
Granted By: Webster Laplant Homestead Condominium Owners Association, Inc., a Wyoming nonprofit corporation
Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
Recording Information: Book 854 of Photo, Pages 693-695

11. Certificate of Standards Pursuant to Town of Jackson, Wyoming Land Development Regulations 2170.L, recorded in Book 858 of Photo, Pages 1010-1012, records of Teton County, Wyoming.

12. Easement, including terms and conditions contained therein:
Granted By: Powderhorn Housing LLC
Granted To: Lower Valley Energy
For: Construction, operation and maintenance of electric distribution circuits
Recording Information: Book 861 of Photo, Page 549

13. Nonexclusive Installation and Service Agreement:
By: Bresnan Communications, LLC
Between: Powderhorn Housing, LLC
Recording Information: Book 873 of Photo, Pages 853-857

14. The terms and conditions of (beneficial) Utility Easement:
Granted By: New Albertson's, Inc., an Ohio corporation
Granted To: Jackson Hole Mountain Resort Corporation, a Wyoming corporation
Recording Information: Book 869 of Photo, Pages 559-563
Corrective recording: Doc 0948393

15. Declaration of Covenants, Conditions and Restrictions for the Powderhorn Housing Addition to the Town of Jackson recorded in Book 934 of Photo, Pages 641-674, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

16. Memorandum of Agreement, by and between Powderhorn Housing LLC, owner, and Spectrum Pacific West, LLC by Charter Communications, Inc., operator, to disclose a Communications Network and Service Agreement for a nonexclusive easement to install, operate, use, maintain, repair, upgrade, replace and remove the System, recorded October 13, 2023, as Document No. 1069680, in Teton County, Wyoming.

17. Terms and Conditions of the Reciprocal Ingress and Access Easement recorded October 22, 2024 as Doc No. 1091872, Teton County Clerk, Wyoming

INFORMATIONAL NOTES:

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower. None

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

Affidavit of
Acknowledgment and
Acceptance of Final Plat

KNOW ALL PERSONS BY THESE PRESENTS:

_____, authorized person for Jackson Hole Housing Fund, a Wyoming nonprofit corporation does hereby depose and say:

1. that I am _____, authorized person for Jackson Hole Housing Fund, a Wyoming nonprofit corporation, that owns real property known as Lot 4 of the Powderhorn Housing Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the Office of the Clerk of Teton County on November 10, 2016, as Plat No. 1365;

2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Powderhorn Housing Second Addition to the Town of Jackson** dated _____, 2025;

3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Owner found on said plat;

4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said Final Plat for **Powderhorn Housing Second Addition to the Town of Jackson**.

DATED this ____ day of _____, 2025

Powderhorn Housing Homeowners Association
a Wyoming nonprofit corporation

By:

_____
(signature)

_____
(print name)
Its: authorized person

DRAFT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by _____, authorized person for Jackson Hole Housing Fund, a Wyoming nonprofit corporation, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

DRAFT

Affidavit of
Acknowledgment and
Acceptance of Final Plat

KNOW ALL PERSONS BY THESE PRESENTS:

_____, authorized person for Powderhorn Housing LLC, a Wyoming limited liability company does hereby depose and say:

1. that I am _____, authorized person for Powderhorn Housing LLC, a Wyoming limited liability company, that owns real property known as Lots 5 and 6 of the Powderhorn Housing Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the Office of the Clerk of Teton County on November 10, 2016, as Plat No. 1365;

2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Powderhorn Housing Second Addition to the Town of Jackson** dated _____, 2025;

3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Owner found on said plat;

4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said Final Plat for **Powderhorn Housing Second Addition to the Town of Jackson**.

DATED this ____ day of _____, 2025

Powderhorn Housing LLC
a Wyoming Limited Liability Company

By:

_____
(signature)

_____
(print name)
Its: authorized person

DRAFT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by _____, authorized person for Powderhorn Housing LLC, a Wyoming limited liability company, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public My Commission Expires:

DRAFT

Affidavit of
Acknowledgment and
Acceptance of Final Plat

KNOW ALL PERSONS BY THESE PRESENTS:

_____, authorized person for Powderhorn Housing Homeowners Association, a Wyoming nonprofit corporation does hereby depose and say:

1. that I am _____, authorized person for Powderhorn Housing Homeowners Association, a Wyoming nonprofit corporation, that owns real property known as Lot 11 of the Powderhorn Housing Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the Office of the Clerk of Teton County on November 10, 2016, as Plat No. 1365;

2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Powderhorn Housing Second Addition to the Town of Jackson** dated _____, 2025;

3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Owner found on said plat;

4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said Final Plat for **Powderhorn Housing Second Addition to the Town of Jackson**.

DATED this ____ day of _____, 2025

Powderhorn Housing Homeowners Association
a Wyoming nonprofit corporation

By:

_____
(signature)

_____
(print name)
Its: authorized person

DRAFT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by _____, authorized person for Powderhorn Housing Homeowners Association, a Wyoming nonprofit corporation, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public My Commission Expires:

DRAFT

VACATION OF RECIPROCAL INGRESS AND ACCESS EASEMENT

THIS VACATON OF RECIPROCAL INGRESS AND ACCESS EASEMENT is made and entered into this _____ day of July 2025, by Powderhorn Housing LLC, a Wyoming limited liability company ("Powderhorn").

WHEREAS, on October 21, 2024, Powderhorn, acting as both Grantor and Grantee, granted a Reciprocal Ingress and Access Easement (the "Easement") which was recorded in the Office of the Teton County Clerk, Teton County, Wyoming on October 22, 2024, as Document No. 1091872; and

WHEREAS, the purpose of the Easement was to grant a scheme of common pedestrian access between residential apartment buildings (the "Buildings") located on Lots 4, 5, 6 and a portion of Lot 7 of the Powderhorn Housing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 10, 2016 as Plat No. 1365 (the "Plat"); and

WHEREAS, Powderhorn is vacating the Plat and recording a new plat for Lots 4, 5, 6, and Lot 7 of the Powderhorn Addition to the Town of Jackson, Wyoming (the "New Plat"); and

WHEREAS, the New Plat will designate certain locations as limited common area for building access creating a scheme of common pedestrian access between the Buildings and said common areas on the New Plat will make the Easement redundant and duplicative and Powderhorn therefore desires to vacate the same in favor of the easements being created by the New Plat; and

NOW THEREFORE, in exchange for the covenants, promises, conditions contained herein, along with other good and valuable consideration, Powderhorn hereby terminates and vacates the Easement in all respects.

Powderhorn Housing LLC, a
Wyoming limited liability company,

By: _____
Doug Pierini, President

Jackson Hole Housing Fund, a
Wyoming nonprofit corporation,

By: _____
Margaretha Walk, President

STATE OF WYOMING)
) **ss.**
COUNTY OF TETON)

The foregoing Vacation of Reciprocal Access Easement Agreement was acknowledged before me by Doug Pierini, President of Powderhorn Housing LLC, a Wyoming limited liability company, this _____ day of July 2025.

WITNESS my hand and official seal.

_____
Notary Public
(seal) My commission expires

STATE OF WYOMING)
) **ss.**
COUNTY OF TETON)

The foregoing Vacation of Reciprocal Access Easement Agreement was acknowledged before me by Margaretha Walk, President of the Jackson Hole Housing Fund, a Wyoming nonprofit corporation, this _____ day of July 2025.

WITNESS my hand and official seal.

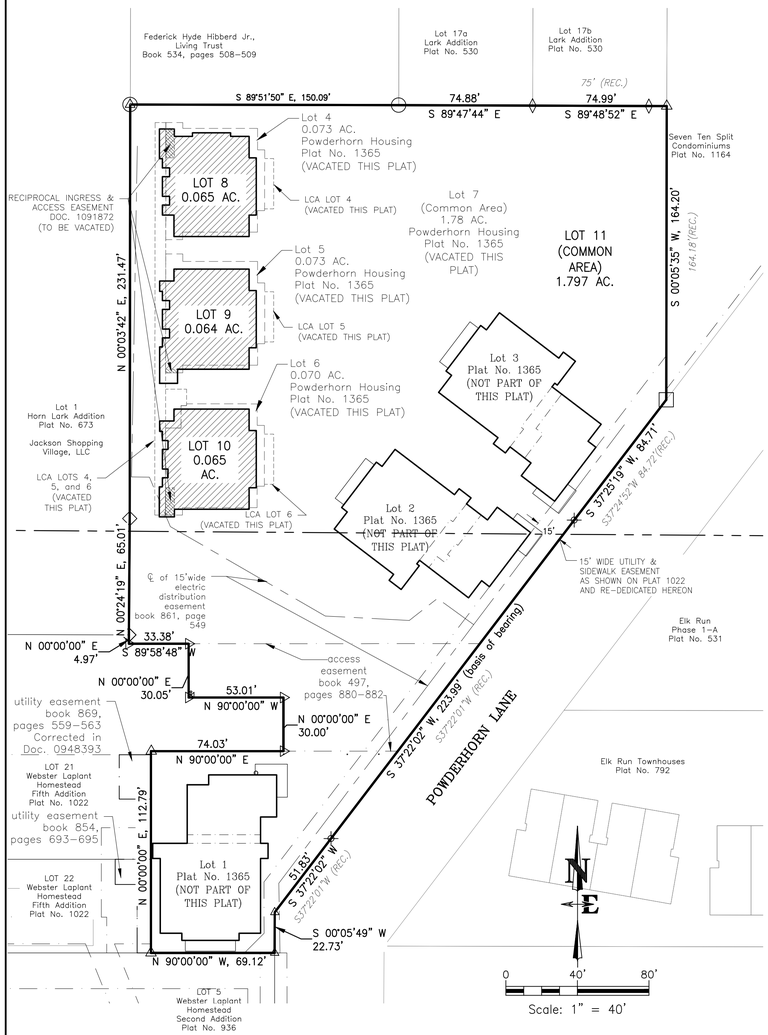
_____
Notary Public
(seal) My commission expires

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-5-306 Wyoming Statutes, 1977, as amended, that Powderhorn Housing, LLC, The Jackson Hole Housing Fund, and the Powderhorn Housing Homeowner's Association, owners of lands referred to as Lots 4, 5, 6, & 7 of The Powderhorn Housing addition to the Town of Jackson, Plat No. 1365, intend to apply for a subdivision permit for a townhouse subdivision to adjust the boundary between their respective units. The project is generally located at 625, 645 and 675 Powderhorn Lane, Jackson, Wyoming.

Filing for said permit will occur at a regular meeting of the Jackson Town Council. Please contact the Town of Jackson Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

Publish July 2 and July 9, 2025



CERTIFICATE OF SURVEYOR

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

I, Lucas D. Rudolph, hereby certify, to the best of my knowledge, information, and belief:

That by authority of the owners I have subdivided the lands shown on this plat for townhouse ownership to be known as **POWDERHORN HOUSING SECOND ADDITION TO THE TOWN OF JACKSON**;

that the lands of this subdivision are identical with and described as:

Lots 4, 5, 6, and 7 of Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365, a subdivision of record in the Office of the Teton County Clerk
and located in the SE 1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming

Containing 1.991 acres, more or less, and subject to easements, rights–of–way, reservations, and restrictions, of sight and/or of record.

That this plat was made from the notes of surveys made by me, or under my direction, and from records in the Office of the Teton County Clerk;

that all dimensions and areas are correctly shown;

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____ , 2025.
Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF ENGINEER

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

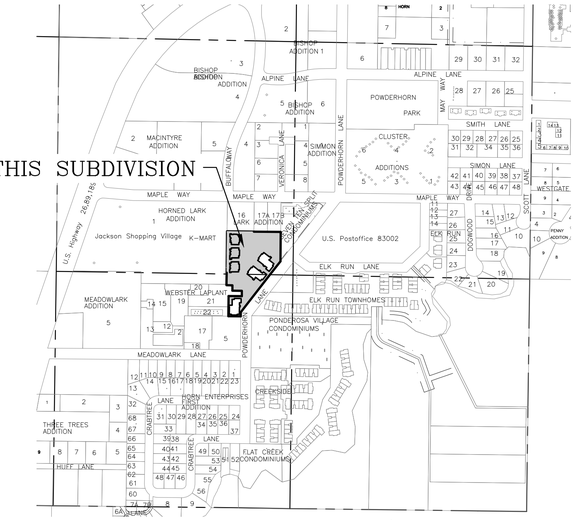
I, Ty S. Ross hereby certify that the water distribution and sanitary sewer facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State, and Town of Jackson requirements if built as designed and operated correctly.

Ty S. Ross, A Wyoming Professional Engineer PE 8894

The foregoing instrument was acknowledged before me by TY S. Ross, this_____day of_____ 2025.
Witness my hand and official seal.

Notary Public

My commission expires:_____



VICINITY MAP
SE1/4, SECTION 32
T41N, R116W, 6th P.M.
Teton County, WY
scale: 1"= 400'

ZONING DISTRICT: PUD–NH–1

TOTAL ACRES: 1.991 ACRES

NUMBER OF LOTS: 4

LOT 7 (COMMON AREA): 1.797 AC.

SUBMITTAL DATE: 6/30/2025
FINAL SUBMITTAL REVISION:

CERTIFICATE OF OWNER

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

The undersigned owner and proprietor of the lands described in the Certificate of Surveyor and shown hereon hereby certifies;

that the foregoing subdivision and the survey and measure of the lands and common areas as shown hereon is with the free consent and in accordance with the desires of the undersigned owner and proprietor;

that the name of the subdivision shall be **POWDERHORN HOUSING SECOND ADDITION TO THE TOWN OF JACKSON**;

that access to the subdivision is from Powderhorn Lane;

that this subdivision is subject to the Covenants, Conditions, Restrictions, Reservations, easements, ditches, roadways, right–of–way, common areas and building setbacks requirements as delineated on Webster LaPlant Homestead Fifth Addition to the Town of Jackson, Plat No. 1022, as records of Said Clerk;

that this subdivision is subject to those Declarations of Covenants, Conditions, and Restrictions for Webster Laplant Homestead Addition to the Town of Jackson as recorded in Book of Photo 346, pages 785–793, Book 407 of 569–577, Book 407 of Photo, pages 1089–1098, to the Amended and Restated in Book 498 of Photo, Pages 866–878, and to that Amendment of the Amended and Restated in Document 0948392, records of the Clerk of Teton County;

that this subdivision is subject to that Declaration of Covenant, Conditions and Restrictions for the Powderhorn Housing Addition to the Town of Jackson as recorded in Book 934 of Photo, pages 641–674, records of Said Clerk;

that this subdivision is subject to the terms and conditions of the Amendment to the Sketch Plan, Conditional Use Permit for Institutional Residential, and Final Development for Phase I, Items P13–024, P13–025, P13–026, approved by the Jackson Town Council on 17 June 2013 and recorded in Book 858, pages 1010–1012, records of Said Clerk;

that this subdivision is subject to those Deed Restrictions recorded in Document 1091905, 1091906, 1091907, and 1094756 records of Said Clerk;
that this subdivision is subject to all matters as delineated on Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365;
that this subdivision is subject to that Installation and Service Agreement with Bresnan Communications LLC, in Book 873 of Photo, pages 853–857
that this subdivision is subject to the terms and conditions of that beneficial easement, recorded in Book 346 of Photo, pages 865–870, records of Said Clerk;
that this subdivision is subject to that vehicular and pedestrian access easement, recorded in Book 497 of Photo, pages 861–879, records of Said Clerk;
that this subdivision is subject to that access easement, recorded in Book 497 of Photo, pages 880–882, records of Said Clerk;
that this subdivision is subject to that partial vacation of easement, recorded in Book 854 of Photo, pages 689–692, records of Said Clerk;
that this subdivision is subject to that utility easement, recorded in Book 854 of Photo, pages 693–695, records of Said Clerk;
that this subdivision is subject to that Electric Distribution Easement, recorded in Book 861, page 549, records of Said Clerk;
that this subdivision is subject to the Special Stipulations of that beneficial Utility Easement, recorded in Book 869, pages 559–563, and corrected in Document 0948393, records of Said Clerk;
that this subdivision is subject to those Terms and Conditions of the Reciprocal Ingress and Access Easement, recorded in Document 1091872, records of Said Clerk;
that this subdivision is subject to the Covenants, Conditions, Restrictions, Reservations, easements, ditches, roadways, right–of–way, common areas and building setbacks requirements as delineated on Webster LaPlant Homestead Fifth Addition to the Town of Jackson, Plat No. 1022, as records of Teton County;
that this subdivision is subject to that Memorandum of Agreement between Powderhorn Housing LLC and Spectrum Pacific West LLC by Charter Communications, Inc. as recorded in Document 1069680, records of Said Clerk;
that this subdivision is subject to that Memorandum of Lease and Tenant purchase right of first refusal, recorded in Document No. 1094622, records of Said Clerk;

that Reciprocal Ingress and Access Easement as recorded in Document 1091872, records of Said Clerk, shall be vacated concurrently with this plat.
That those limited common areas for Lots 4, 5 and 6, as shown on Plat 1365 as LCA followed by the associated lot number for Lots 4, 5 & 6 are, shall be vacated as shown hereon;

That portions of the Limited Common Area Sidewalk on Lot 11 for the benefit of Lots 8, 9, and 10 encroach on Limited Common Area patios for the benefit of Lots 8, 9 and 10;

that this subdivision is subject to that 15' wide utility and sidewalk easement as shown on Plat No. 1022, said easement is hereby re–dedicated to the Town of Jackson and to those utility companies and to their heirs, assigns and successors, with utilities within said easement for the installation, operation, maintenance and repair of said underground utilities and reasonable above ground appurtenances;

that the Common Area, Lot 11, being that portion of this subdivision lying outside of lots 8 through 10 as shown hereon, is hereby dedicated to the use and enjoyment of the owners of lots within this subdivision;

that the Limited Common Areas, portions of the General Common Area, Lot 11, shown on this plat as LCA followed by the number of the associated lot or lots, are hereby dedicated to the exclusive use and enjoyment of the owner of the associated lot(s), subject to the right and obligation of the Powderhorn Housing Association to enter upon all of said Limited Common Areas for all purposes permitted by the Declaration, including without limitation the installation, repair, inspection and maintenance of the improvements constructed upon the lots, or within the subdivision, and any utility features or structures serving the lots of this subdivision;

that an easement across Lot 11, the Common Area of this subdivision, is hereby granted to Lower Valley Energy, Qwest Corporation, Bresnan Communications, and their heirs, assigns and successors for the installation, operation, maintenance and repair of underground utilities and reasonable above ground appurtenances thereto and that the right to grant further easements across said Common Area is hereby reserved to the undersigned owner and its successors and assigns;

that the right of ingress and egress across the Common Area, Lot 11, for construction and other purposes relating to this subdivision is hereby reserved to the undersigned owner and his heirs, successors and assigns;

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

that access across the driveways and parking areas located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that Lots 4, 5, 6 and 7 of Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII, Division 7.2 and Sections 34–12–106 through 110, Wyoming Statutes, and the Clerk is respectfully requested to write "vacated" across said lots, they being reconfigured as shown hereon;

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

that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

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

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

Powderhorn Housing LLC, a Wyoming limited liability company

_____
Doug Pierini, Manager

The foregoing instrument was acknowledged before me by Doug Pierini, as Manager of Powderhorn Housing, LLC, a Wyoming limited liability company, this _____day of _____, 2025.

WITNESS my hand and official seal.

_____ _____
Notary Public My Commission Expires

Jackson Hole Housing Fund, a Wyoming nonprofit corporation

BY SEPARATE AFFIDAVIT
_____

Powderhorn Housing Homeowners Association, a Wyoming nonprofit corporation

_____
Doug Pierini, Director

The foregoing instrument was acknowledged before me by Doug Pierini, as Director of Powderhorn Housing Homeowners Association, LLC, a Wyoming limited liability company, this _____day of _____, 2025.

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires:_____

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)ss
Town of Jackson)

The foregoing Subdivision, **Powderhorn Housing Addition to the Town of Jackson**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2025
in accordance with Section 15–1–415 Wyoming Statutes.

Attest: Town of Jackson

_____ _____
Riley Taylor, Town Clerk Arne O. Jorgensen, Mayor

_____ _____
Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Arne O. 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 Taylor, 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, Planning Director, this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires:_____

Owner and Subdivider:

Jackson Hole Housing Fund
a Wyoming nonprofit corporation
18312 Minnetonka Blvd.
Suite 200
Wayzata, MN 55391
(Lot 4)

Powderhorn Housing LLC
P.O. Box 290
Teton Village, WY 83025
(307) 739–2676
(Lots 5 and 6)

Powderhorn Housing Homeowners Association
a Wyoming nonprofit corporation
P.O. Box 290
Teton Village, WY 83025
(307) 739–2676
(Lot 7)

Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733–2087

THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS.

THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM.
NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM
NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT AS PERMITTED BY THE TOWN OF JACKSON

SELLER DOES NOT WARRANT TO PURCHASER THAT HE/SHE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITHIN 200 FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE TIME OF THE SURVEY.

NO KNOWN WATER RIGHTS APPURTENANT TO THIS SUBDIVISION. WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

POWDERHORN HOUSING SECOND Addition

to the Town of Jackson
a subdivision of
Lots 4, 5, 6 and 7 of Powderhorn Housing Addition
to the Town of Jackson,
Plat no. 1365

located within
a portion of the
SE1/4 of Section 32,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

REV.	DATE	
	6/30/2025	SURVEYED
	NE	ENGINEERED
	TR	DRAWN
	SK	CHECKED
	LR	APPROVED

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

DRAWING TITLE: Final Plat

JOB TITLE: Powderhorn Housing Second Addition to the Town of Jackson

DRAWING NO: 1 of 3

JOB NO: 13–013–02

S:\Proj\2013\13-02 (platting, powderhorn housing)\2024 PLAT\Drawing\PLAT REVISED 2024.dwg (PAGE 1) - Jun 30 2025 02:45:05 pm PLOTTED BY: karchiner

Seven Ten Split Condominiums Plat No. 1164

Elk Run Phase 1-A Plat No. 531

Elk Run Townhouses Plat No. 792

Lot 17b Lark Addition Plat No. 530

Lot 17a Lark Addition Plat No. 530

Frederick Hyde Hibberd Jr. Living Trust Book 534, pages 508-509

S 00°05'35" W, 164.20'

S 89°48'52" E 74.99' 75' (REC.)

S 89°47'44" E 74.88'

S 89°51'50" E, 150.09'

Tie to Lot 3 S 35°59'39" W, 148.68'

S37°24'32"W 84.72'(REC.)

S 37°25'19" W, 84.71'

LCA-3 (NOT A PART OF THIS PLAT)

LCA-2 (NOT A PART OF THIS PLAT)

POWDERHORN LANE

S37°22'01"W (REC.)

S 37°22'02" W, 223.99' (basis of bearing)

88.87'

75.63'

℄ of 15' wide electric distribution easement book 861, page 549

15' utility & sidwalk easement as shown on Plat 1022

15.00'

61.49'

S 37°22'02" W 51.83'

S37°22'01"W (REC.)

S 00°05'49" W 22.73'

Lot 3 Plat No. 1365 (NOT PART OF THIS PLAT)

N 52°37'58" W 41.77'

N 37°22'02" E 38.00'

S 37°22'02" W 32.00'

S 52°37'58" E 41.77'

N 37°22'02" E 12.00'

34.50'

Lot 2 Plat No. 1365 (NOT PART OF THIS PLAT)

Lot 7 (Common Area) 1.78 AC. Powderhorn Housing Plat No. 1365 (VACATED THIS PLAT)

LOT 11 (COMMON AREA) 1.797 AC.

Tie to Lot 2 S 37°31'50" E 243.10'

N 89°58'48" E, 162.82'

access easement book 497, pages 880-882

N 90°00'00" E, 63.91'

N 00°00'00" E 30.00'

LCA-1 (NOT A PART OF THIS PLAT)

Lot 1 Plat No. 1365 (NOT PART OF THIS PLAT)

S 00°00'00" E, 41.77'

Tie to Lot 1 N 35°44'24" W, 13.55'

sidewalk easement

N 00°00'00" E, 38.00'

N 00°00'00" W, 32.00'

N 00°00'00" E, 32.77'

N 90°00'00" W, 69.12'

N 90°00'00" E 74.03'

N 90°00'00" W 53.01'

N 00°00'00" E, 112.79'

N 00°00'00" E, 41.77'

N 90°00'00" E 19.23'

LCA-1 (NOT A PART OF THIS PLAT)

LOT 5 Webster Laplant Homestead Second Addition Plat No. 936

LOT 21 Webster Laplant Homestead Fifth Addition Plat No. 1022

LOT 22 Webster Laplant Homestead Fifth Addition Plat No. 1022

utility easement book 869, pages 559-563 Doc. 0948393

utility easement book 854, pages 693-695

SEE ENLARGEMENT BELOW

LOT 8 0.065 AC.

LOT 9 0.064 AC.

LOT 10 0.065 AC.

Tie to Lot 8 N 50°09'39" W 21.29'

Tie to Lot 9 S 12°29'31" W 77.47'

Tie to Lot 10 S 24°13'42" W 82.44'

℄ of 7.5' electric distribution easement book 861, page 549

33.38'

S 89°58'48" W

N 00°03'42" E, 231.47'

N 00°24'19" E, 65.01'

N 00°00'00" E 4.97'

LCA-8 (PATIO) 28.28' 28.29' S 00°00'08" W, 32.00'

LCA-9 (PATIO) 28.44' 28.44' N 00°00'08" E, 32.00'

LCA-10 (PATIO) 28.18' 28.18' S 00°00'08" W, 32.00'

LOT 8 0.065 AC.

LOT 9 0.064 AC.

LOT 10 0.065 AC.

S 89°59'52" E, 21.31'

N 89°59'52" W, 42.00'

N 89°59'52" W, 42.00'

S 89°59'52" E, 40.00'

S 89°59'52" E, 42.00'

N 89°59'00" W, 41.77'

LCA-8, 9 & 10 (STAIRWELL)

LCA-8 (STORAGE)

LCA-9 (STORAGE)

LCA-8, 9 & 10 (VESTIBULE ACCESS & ELEVATOR)

LCA-10 (STORAGE)

LCA-8, 9 & 10 (STAIRWELL)

ELEVATOR

VESTIBULE

S 00°00'08" W, 68.41'

S 00°00'08" W, 31.08'

S 00°00'08" W, 21.09'

S 00°00'08" W, 31.02'

36.86'

1.50'

1.49'

1.48'

LCA-8, 9, & 10 (WALKWAY)

N 00°00'08" E, 208.97'

S 89°59'52" E 5.33'

N 89°59'52" W 5.27'

0.46'

0.26'

0.55'

0.67'

0.23'

0 20' 40'

Scale: 1" = 20'

POWDERHORN HOUSING SECOND Addition

to the Town of Jackson

a subdivision of

Lots 4, 5, 6 and 7 of Powderhorn Housing Addition to the Town of Jackson, Plat no. 1365

located within a portion of the SE1/4 of Section 32, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming

LEGEND

- = SUBDIVISION PROPERTY LINE
- = LOT LINE
- = LIMITED COMMON AREA
- = EXISTING LOT LINE – VACATED THIS PLAT
- = EXISTING LIMITED COMMON AREA – VACATED THIS PLAT
- = ADJACENT PROPERTY LINE
- = EXISTING EASEMENT LINE
- = EXISTING CENTERLINE OF EASEMENT
- LCA = LIMITED COMMON AREA
- ◇ = FOUND 5/8"ø REBAR & CAP "PLS 3889"
- ⊘ = FOUND 5/8"ø REBAR & CAP "PLS 164"
- □ = FOUND BRASS CAP "PLS 164"
- ◊ = FOUND REBAR & CAP "3881"
- ○ = FOUND 5/8"ø REBAR NO CAP
- ⌖ = FOUND T-STAKE "PLS 164"
- △ = FOUND 5/8"ø REBAR W/ALUM. CAP INSCRIBED "PLS 4270"

REV.	DATE	
	6/30/2025	
	SURVEYED	NE
	ENGINEERED	TR
	DRAWN	SK
	CHECKED	LR
	APPROVED	LR

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

DRAWING TITLE: Final Plat Site Plan

JOB TITLE: Powderhorn Housing Second Addition to the Town of Jackson

DRAWING NO: 2 of 3

JOB NO: 13-013-02

S:\Proj\2013\13-02 (platting, powderhorn housing)\2024 PLAT\Drawing\PLAT REVISED 2024.dwg (PAGE 2) - Jun 30 2025 @4:22 pm PLOTTED BY: kortchever

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"W	12.00
L2	S00°00'00"E	4.00
L3	N00°00'00"E	4.00
L4	N90°00'00"W	12.00
L5	N90°00'00"W	4.23
L6	N00°00'00"E	8.46
L7	N90°00'00"E	12.00
L8	N00°00'00"E	5.50
L9	S00°00'00"E	23.50
L10	N90°00'00"W	9.00
L11	S00°00'00"E	14.77
L12	N90°00'00"E	4.23
L13	S00°00'00"E	8.46
L14	N90°00'00"W	4.23
L15	N90°00'00"E	1.96
L16	N00°00'00"E	6.00
L17	N90°00'00"E	28.08
L18	S00°00'00"E	6.00
L19	N90°00'00"W	1.96
L20	N90°00'00"E	26.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N00°00'00"W	6.00
L22	N90°00'00"E	18.00
L23	S00°00'00"E	18.46
L24	N90°00'00"W	6.00
L25	N00°00'00"E	11.04
L26	S37°22'02"W	4.23
L27	N52°37'58"W	8.46
L28	N37°22'02"E	4.23
L29	N52°37'58"W	14.77
L30	S37°22'02"W	9.00
L31	N52°37'58"W	23.50
L32	S52°37'58"E	5.50
L33	N37°22'02"E	2.48
L34	N52°37'58"W	1.73
L35	N37°22'02"E	16.75
L36	S52°37'58"E	8.46
L37	S37°22'02"W	4.23
L38	S37°22'02"W	12.00
L39	S52°37'58"E	4.00
L40	N52°37'58"W	4.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	S37°22'02"W	12.00
L42	N37°22'02"E	1.96
L43	N52°37'58"W	6.00
L44	N37°22'02"E	28.08
L45	S52°37'58"E	6.00
L46	S37°22'02"W	1.96
L47	S37°22'02"W	4.00
L48	S52°37'58"E	11.04
L49	N52°37'58"W	18.46
L50	N37°22'02"E	16.00
L51	S52°37'58"E	6.00
L52	S37°22'02"W	26.00
L53	S37°22'02"W	4.23
L54	N52°37'58"W	8.46
L55	N37°22'02"E	16.75
L56	S52°37'58"E	1.73
L57	N37°22'02"E	2.48
L58	N37°22'02"E	12.00
L59	N52°37'58"W	5.50
L60	S52°37'58"E	23.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L62	S37°22'02"W	9.00
L63	S52°37'58"E	14.77
L64	N37°22'02"E	4.23
L65	S52°37'58"E	8.46
L66	S37°22'02"W	4.23
L67	S37°22'02"W	12.00
L68	S52°37'58"E	4.00
L69	N52°37'58"W	4.00
L70	S37°22'02"W	12.00
L71	N37°22'01"E	1.96
L72	N52°37'58"W	6.00
L73	N37°22'02"E	28.08
L74	S52°37'58"E	6.00
L75	N37°22'02"E	1.96
L76	N37°22'02"E	26.00
L77	S52°37'58"E	6.00
L78	S37°22'02"W	16.00
L79	N52°37'58"W	18.46
L80	N37°22'02"E	4.00
L81	N52°37'58"W	11.04

LINE TABLE		
LINE #	BEARING	DISTANCE
L82	S89°59'52"E	8.33
L83	S00°00'08"W	4.17
L84	S89°59'52"E	10.18
L85	N00°00'08"E	2.00
L86	S00°00'08"W	2.00
L87	N89°59'59"E	10.34
L88	S00°00'08"W	12.00
L89	S89°59'52"E	4.00
L90	N89°59'52"W	4.00
L91	S00°00'08"W	12.00
L92	N00°00'08"E	12.00
L93	N89°59'52"W	6.50
L94	N00°00'08"E	5.58
L95	S89°59'52"E	4.00
L96	N00°00'08"E	4.92
L97	N89°59'52"W	4.00
L98	N00°00'08"E	11.00
L99	S89°59'52"E	4.00
L100	N00°00'08"E	4.92
L101	N89°59'52"W	4.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L102	N00°00'08"E	5.13
L103	N89°59'52"W	1.67
L105	S00°00'08"W	15.71
L106	N89°59'52"W	7.81
L107	S00°00'08"W	15.71
L108	S89°59'52"E	7.81
L109	S00°00'08"W	7.88
L110	S00°00'08"W	20.29
L111	S89°59'52"E	1.50
L112	S00°00'08"W	5.12
L113	N89°59'52"W	4.00
L114	S00°00'08"W	4.92
L115	S89°59'52"E	4.00
L116	S00°00'08"W	11.00
L117	N89°59'52"W	4.00
L118	S00°00'06"W	4.92
L119	S89°59'52"E	4.00
L120	S00°00'08"W	5.13
L121	S89°59'52"E	1.50
L122	S00°00'08"W	5.79

LINE TABLE		
LINE #	BEARING	DISTANCE
L123	N89°59'52"W	8.00
L124	S00°00'08"W	6.67
L125	N00°00'08"E	12.00
L126	N89°59'52"W	4.00
L127	S89°59'52"E	4.00
L128	N00°00'08"E	12.00
L129	N00°00'08"E	7.83
L130	N89°59'52"W	10.00
L131	N00°00'08"E	6.92
L132	S89°59'52"E	8.74
L133	S00°00'08"W	6.91
L134	S89°54'44"W	0.77
L135	S00°05'16"E	0.92
L136	S89°59'52"E	0.77
L137	S00°00'08"W	6.00
L138	N89°59'52"W	7.54
L139	N00°00'08"E	6.00
L140	S89°59'52"E	3.06
L141	S00°05'16"E	0.91
L142	S89°54'44"W	4.47

LINE TABLE		
LINE #	BEARING	DISTANCE
L143	S00°00'08"W	4.23
L144	N89°59'52"W	8.46
L145	N00°00'08"E	16.75
L146	S89°59'52"E	1.73
L147	N00°00'08"E	5.06
L148	S89°59'52"E	3.17
L149	N00°00'08"E	4.92
L150	N89°59'52"W	3.17
L151	N00°00'08"E	11.00
L152	S89°59'51"E	3.17
L153	N00°00'08"E	4.92
L154	N89°59'53"W	3.17
L155	N00°00'08"E	5.13
L156	N89°59'51"W	1.50
L157	N00°00'08"E	5.79
L158	S89°59'52"E	8.00
L159	N00°00'08"E	6.67
L160	S00°00'08"W	12.00
L161	S89°59'52"E	4.00
L162	N89°59'52"W	4.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L163	S00°00'08"W	12.00
L164	N00°00'08"E	16.00
L165	S89°59'52"E	8.00
L166	S00°00'08"W	16.00
L167	N89°58'56"W	8.00
L168	S00°00'08"W	8.75

L61 & L104 have been skipped

POWDERHORN HOUSING SECOND Addition

to the Town of Jackson

a subdivision of

Lots 4, 5, 6 and 7 of Powderhorn Housing Addition to the Town of Jackson,

Plat no. 1365

located within

a portion of the

SE1/4 of Section 32,

T41N, R116W, 6th P.M.,

Town of Jackson,

Teton County, Wyoming

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

	REV.
DATE	6/30/2025
SURVEYED	NE
ENGINEERED	TR
DRAWN	SK
CHECKED	LR
APPROVED	LR

DRAWING TITLE: LINE TABLES

JOB TITLE: Powderhorn Housing Second Addition to the Town of Jackson

DRAWING NO: 2 of 3

JOB NO: 13-013-02

S:\Proj\2013\013-02 (platting, powderhorn housing)\2024 PLAT\Drawing\PLAT REVISED 2024.dwg (page 2) - Jun 30 2025 02:20:17 pm PLOTTED BY: kurschner

FINAL PLAT – APPROVED w CONDTITIONS

P25-128
ADDRESS: 625 Powderhorn Ln
OWNER: Powderhorn Housing, LLC, Jackson Hole Housing Fund, Powderhorn Housing HOA
APPLICANT: George Putnam – Cirque Consulting

8/5/2025
Jeff Silliman, Brian Lenz, 733-3079

DATE OF SUBMITTAL: 7/1/2025
DATE OF MATERIALS: 6/20/2025 (Plat), 7/1/2025 (Submittal Package)
REVISION NO.:

The engineering division has reviewed your application for a **FINAL PLAT** submitted on and with application materials as dated above.

PRIOR TO FINAL PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

DENIAL COMMENTS:

1) Plat:
    a. Clarify if the boundaries of Lots 8-10 are coincident with any constructed feature, e.g. foundation wall or are to be monumented. Revise with notes as necessary.
    b. Clarify if LCAs are coincident with any constructed feature, e.g. sidewalks, stairwells, porches, etc. Revise with notes as necessary.
    c. Clarify if the LCAs are limited to the ground surface or if they extend up the building, e.g. second floor patio, third floor storage, etc. Revise with notes as necessary.
    d. Sheet 2 shows Lot 7 and Lot 11 but does not reference any other vacated lots. Review the label and revise as necessary.
    e. Sheet 2: Provide a scale for the Enlargement Detail.
    f. Review whether the plat should be tied to county coordinates. Revise with notes as necessary.
2) Certificate of Engineer:
    a. Review and determine if a Certificate of Engineer is warranted for this replat, where utilities were not involved in the development of the Second Addition. Revise as necessary.
    b. Include storm as a utility if certificate remains.
3) Certificate of Approval:
    a. Use Riley Hovorka for the Clerk's name,
    b. Correct the name of the subdivision to Second Addition

SUBMITTED

    c. Review and revise formatting for better legibility and flow, e.g. one column for notaries, or equal width and spacing.
4) Certificate Of Owner:
    a. Consider adding some statement as to the purpose of this plat to recreate Lots 4-6 and associates LCAs as built, or other reasoning. Revise as necessary.
    b. Review punctuation and spacing, e.g. Period vs, semicolons at end of lines, line, capitalization (that vs. That) spacing above statement of vacating Lots 4, 5 &6) Specifically, the "that" statements following the encumbrances.
    c. Revise the common area lot definition to be outside of Lots 1 through 3 and Lots 8 through 10.
    d. The plat application includes affidavits for Powerhorn Housing and the HOA, signature blocks are also provided for these entities on the Plat. Review and revise as necessary.
5) Certificate of Surveyor:
    a. Based on the plat as submitted, Lots 4-6 are not identical to Lots 8-10. Review and revise legal description as necessary.
    b. Provide the same line spacing between statements.
6) NOTES:
    a. Remove the zoning district information.
    b. Clarify that total acreage of Second Addition is different than Plat 1365; i.e. 2.32 vs 1.991 Acres. Revise as necessary.
    c. Review and revise areas from plats vs the table and that they agree.
7) TITLE:
    a. It is not readily apparent that Lots 4-7 are being subdivided. Clarify whether this is a subdivision of Lots 4-7 or a boundary adjustment of Lots 4-7. Review and revise as necessary.

SUBMITTED

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department
P.O. Box 1687
Jackson, WY 83001

August 25, 2025

ATTN: Andrew Bowen, Planner

RE: P25-128, Powderhorn Housing Second Addition

Dear Andrew:

I have reviewed the proposed plat dated 6-30-2025 accompanying the P25-128 application. This is an excellent plat. I would suggest that the surveyor address the following items:

- Sheet 3 is incorrectly labeled as Sheet 2 of 3.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. This review only indicates that an examination of the exhibits has been made.

Sincerely,



Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 *todd@onsightsurvey.com*

PLANNING & BUILDING DEPARTMENT

May 2, 2025

George Putnam
Cirque Consulting
PO Box 7775
Jackson, WY 83002

RE: P25-051 - Zoning Compliance Verification (ZCV)
625, 645 & 675 Powderhorn Lane

Dear George:

Pursuant to LDR Section 8.5.6 – *Boundary Adjustment*, a Zoning Compliance Verification (ZCV) is required for any proposed boundary adjustment. The purpose of the ZCV in this context is to determine, in writing, whether all or a portion of a property complies with the Land Development Regulations (LDRs) at a specific point in time.

This ZCV is issued in response to a proposed Boundary Adjustment involving four platted lots—Lots 4, 5, 6, and 7 as shown on Plat No. 1356—located at 625, 645, and 675 Powderhorn Lane. All properties involved are zoned PUD-NH-1. Upon review of the submitted documentation, the Planning Director has made the following determination regarding the requested boundary adjustment.

Project Location



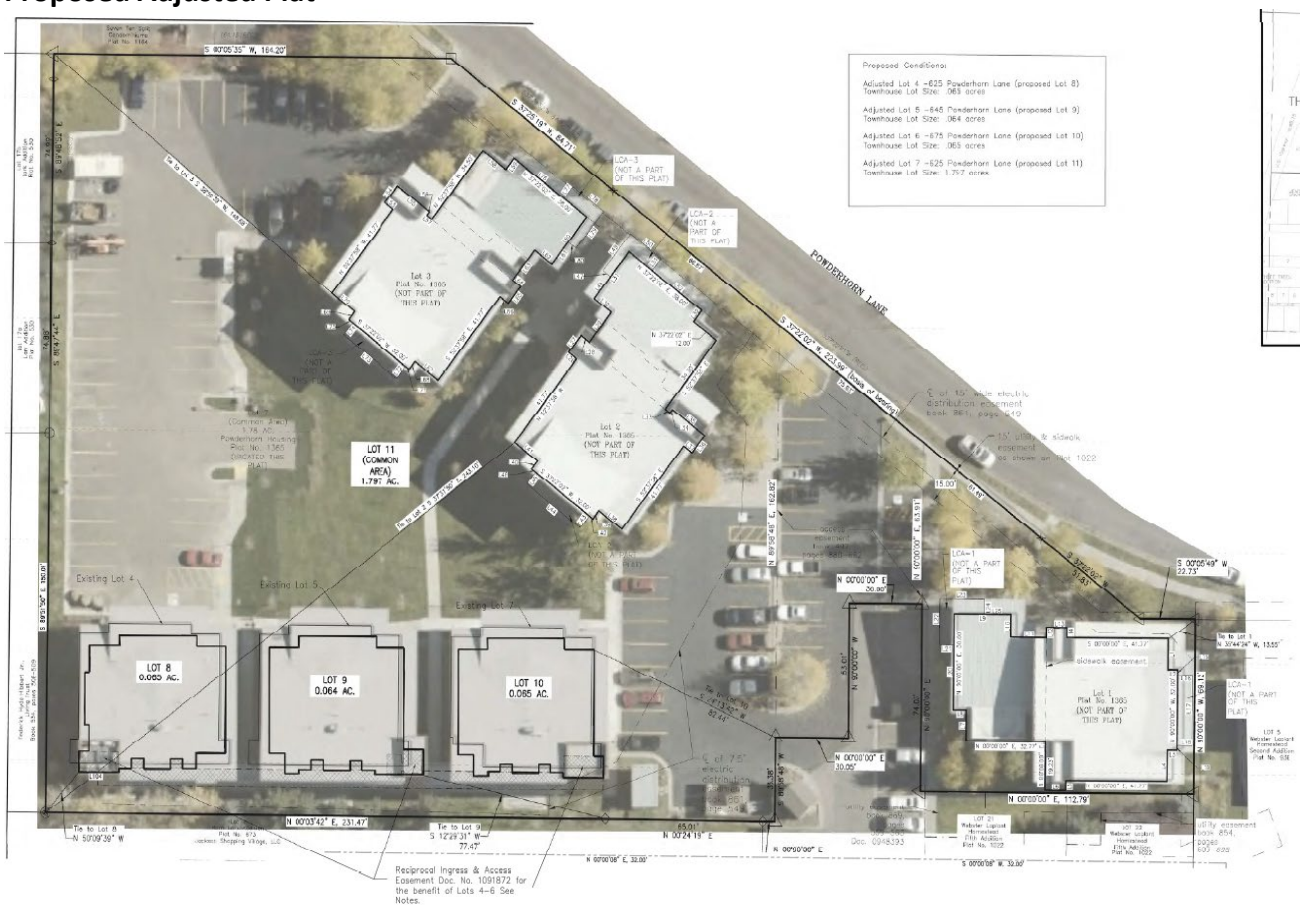
Boundary Adjustment Proposal and Purpose

The property owners, Jackson Hole Housing Fund (Lot 4), Powderhorn Housing LLC (Lots 5 and 6), and the Powderhorn Homeowners' Association (common area Lot 7)—are seeking to adjust their existing lot boundaries to align with the as-built building footprints, which currently extend beyond the recorded townhouse plat boundaries shown on Plat No. 1356.

The Powderhorn Housing PUD was approved through the amended Sketch Plan (P13-024), Conditional Use Permit for Institutional Residential Use (P13-025), and Final Development Plan (P13-026). The final townhouse plat was recorded in 2016 as Plat No. 1356. However, due to the phased nature of the project and minor design changes made after the plat's recording, the lot boundaries for Lots 4, 5, and 6 no longer correspond with the completed building footprints.

The proposed Boundary Adjustment will resolve these discrepancies by updating lot configurations, access easements, and common element designations to reflect the as-built structures completed in 2024. Additionally, a reciprocal ingress and access easement—recorded on October 22, 2024 (Doc. No. 1091872)—currently provides access to Lots 4, 5, and 6 via stairwells and an elevator within the completed buildings. This easement will be vacated concurrently with the amended Final Plat, which will establish new limited common elements over proposed Lots 8, 9, 10, and 11 to accommodate dedicated access.

Proposed Adjusted Plat



Proposed Lot Conditions:
Adjusted Lot 4 – 625 Powderhorn Lane (proposed Lot 8)
Townhouse Lot Size: .065 acres
Adjusted Lot 5 – 645 Powderhorn Lane (proposed Lot 9)
Townhouse Lot Size: .064 acres
Adjusted Lot 6 – 675 Powderhorn Lane (proposed Lot 10)
Townhouse Lot Size: .065 acres
Adjusted Lot 7 – 625 Powderhorn Lane (proposed Lot 11)
Townhouse Lot Size: 1.797 acres

ZCV Findings
Applicant Provided

1. Complies with all relevant standards of the LDRs and other Town Ordinances.

   "Finding can be made. The proposed adjusted lots as shown on the attached ZCV map demonstrate compliance with all relevant physical development standards, vehicle access standards, bulk and mass standards, and allowed uses as included in the LDRs for the project under the PUD-NH-1 zone."

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

   "Finding can be made. The existing lots were created according to the Town of Jackson subdivision permit for the Powderhorn Housing Addition to the Town of Jackson, Plat No. 1365. Applicable standards and conditions of Sketch Plan P13-024, Conditional Use Permit for Institutional Residential Use P13-025, and Final Development Plan P13-026 were met at the time of prior plat approval. The proposed boundary line adjustment will bring the lots into further conformity with those approvals by aligning lot boundaries with as-built conditions."

Staff Provided

1. Complies with all relevant standards of the LDRs and other Town Ordinances.

   Can be made. The proposed Boundary Adjustment, complies with all applicable standards outlined in the Land Development Regulations (LDRs) for the PUD-NH-1 zone. This includes continued adherence to all physical development requirements, as have already been established.

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

   Can be made. The existing lots were established through the Town of Jackson subdivision process for the Powderhorn Housing Addition, as recorded by Plat No. 1365. At the time of that approval, all applicable standards and conditions outlined in Sketch Plan (P13-024), Conditional Use Permit

for Institutional Residential Use (P13-025), and Final Development Plan (P13-026) were compliant. The proposed Boundary Adjustment will further align the lots with those original approvals by updating the lot lines to reflect the as-built conditions.

This Zoning Compliance Verification shall only verify zoning compliance at the time it is issued pursuant to Division 8.6.3 (Zoning Compliance Verification) of the Town of Jackson Land Development Regulations (LDRs). Should you have any questions or require further information on this matter, please contact me by phone at 307-734-0440 x 1306 or by email at abowen@jacksonwy.gov.

Sincerely,



Andrew Bowen, AICP
Senior Planner

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Special Town Council Meeting
Submitting Department:	Planning Department	**Presenter:**	Katelyn Page
Agenda Item:	P25-007: Sketch Plan for a 3-story mixed use development at 50 S. Millward Street	**Public Comment:**	Yes

The Council continued this item at the applicant's request from its meeting on July 7, 2025, with direction to the applicant to demonstrate the density feasible by relying on a traditional underground parking structure rather than an Automated Parking System. Some members of the Council also had questions or expressed concerns about the amount of traffic the proposed project would add to surrounding streets and whether the deep basement would impact groundwater resources. This updated staff report includes the applicant's supplemental responses to these three areas of concern.

More specifically, please see the "Applicant Response to TC Continuation" (provided as an attachment to this staff report) for the applicant's supplemental materials for the September 8, 2025, meeting. Staff have provided additional analysis of these supplemental materials on pages 13-16 of this staff report. Staff also updated the Comprehensive Plan & Priority Alignment and Public Comment sections on page 16 of this staff report and added an additional question to Key Policy Question #1. Updated sections are noted in gray highlight. The remainder of this staff report – including any red text provided for emphasis – is unchanged from the July 7, 2025, Regular Council Meeting.

Purpose & Policy Considerations.
A Sketch Plan is required by the Town of Jackson Land Development Regulations (LDRs) for physical development in the Downtown Core-2 (DC-2) zone with habitable floor area that exceeds 39,000 sf.

Requested Action.
The applicant is requesting approval of a Sketch Plan for an approximate 66,000 sf hotel and mixed-use development at the property addressed at 50 S. Millward Street.

Recommendations.
The Planning Director recommends **approval** of a Sketch Plan for an approximate 66,000 sf hotel and mixed-use development at the property addressed at 50 S. Millward Street, subject to the departmental reviews attached hereto and following conditions:

1. As part of the Development Plan submittal, the applicant shall provide a parking study that determines the amount of on-street and off-street queuing spaces needed to support the proposed automated parking system as operated by a valet parking program. The parking study shall also evaluate the types and sizes of vehicles that will/will not be able to park in the proposed parking structure and the number of variously sized parking spaces proposed in the parking structure.

2. As part of the Development Plan submittal, the applicant shall provide an updated building plan that accommodates a vertical clearance of 98" (min.) for ADA van spaces, consistent with the adopted building code and Resolution 09-25. Additionally, the applicant shall confirm compliant ADA access to the site, parking facility, and building, including the proposed automated parking system bay room.

3. As part of the Development Plan submittal, the applicant shall provide an updated building plan that shows the vehicle queue for entering the underground parking facility that does not encroach the public right-of-way, consistent with Resolution 09-25.

4. As part of the Development Plan submittal, the applicant shall provide the details of the applicant's proposed valet operations including, but not limited to, number of valet operators, daily hours of valet availability, and parking system users can enter the garage without a valet operator.

5. As part of the Development Plan submittal, the applicant shall provide a preliminary International Wildland Urban Interface Code (IWUIC) review conducted by the Jackson Hole Fire/EMS and incorporate any necessary design responses that result from the preliminary IWUIC review.

6. As part of the Development Plan submittal, the applicant shall provide an updated site plan that includes curb relocation and bulb-out design consistent with the Community Streets Plan and direction from the Town Engineer for the W. Pearl Avenue and S. Millward Street frontages.

7. As part of the Development Plan submittal, the applicant shall provide an updated site plan that includes the required bicycle parking amount, type, location, and dimensions consistent with LDR Sec. 6.2.2.D (Required Bicycle Parking).

Key Policy Questions.

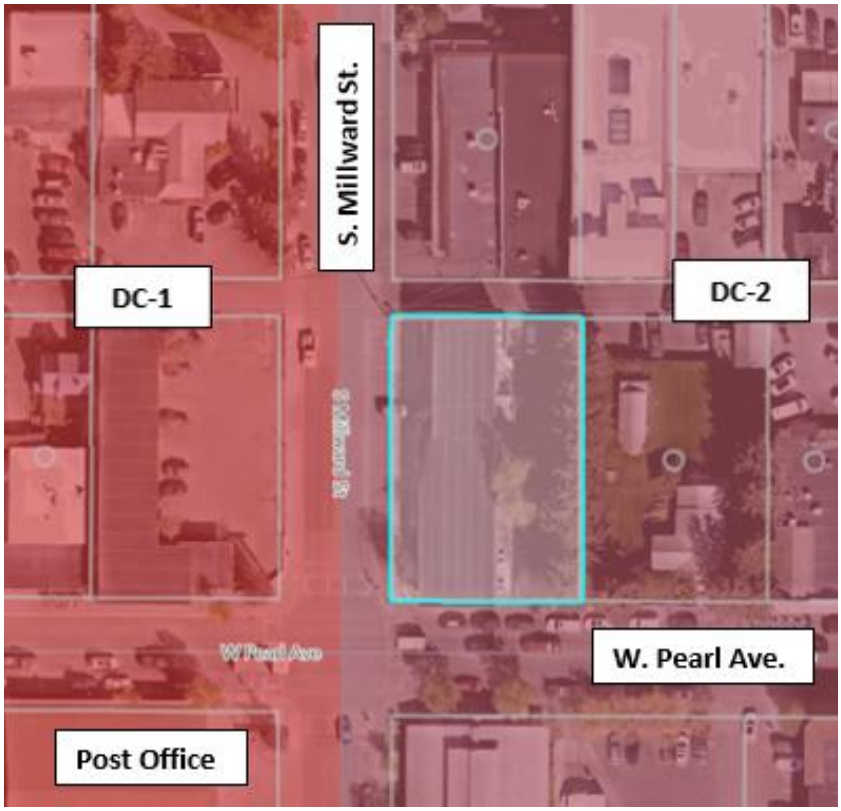
1. Does the Town Council support the proposed use of an Automated Parking System (APS) to fulfill parking requirement of the development? If so, does the Town Council prefer that the applicant provide one point of vehicular access (off alley only) or two points of vehicular access (off alley and S. Millward Street)?

2. Does the Town Council have any concerns that the proposed APS will negatively impact the public ROW and Town parking infrastructure (garages, parking lots) if it fails or does not operate as planned?

3. Does the Town Council support the applicant's request to dedicate two on-street parking spaces located within the public ROW for private use?

4. Does the Town Council have any key concerns or comments regarding the large building CUP at this stage of review process? Final review of the CUP will coincide with Development Plan review of the project when final information is provided to the Town.

Project Location.
The property is located at 50 S. Millward St. and legally known as LOTS 7-8, BLK. 2, WORT-1 Additional PIDN: 22-41-16-33-1-02-005. An aerial photo with zoning is provided on the following page:



Background.
The applicant's property at 50 S. Millward St. totals 0.34-acre (15,000 sf) and is located at the corner of S. Millward St. and W. Pearl Avenue. The property is within the Downtown Core-2 (DC-2) zone, Lodging Overlay (LO), and Downtown Design Overlay-2 (DDO-2) for "western character." Surrounding zoning is also DC-2 to north, south, and east and DC-1 to the west. The existing 11,200 sf. (approx.) structure at the Property contains 12 lodging units with three onsite vehicle parking spaces and 12 vehicle parking spaces which partially encroach into the public ROW along the S. Millward St. frontage. There is an existing agreement between the property owner and Town that allows this partial parking encroachment in the ROW in exchange for two sidewalk easements (Doc. 0529444 and Doc. 0529448). These easements shall become void upon compliant redevelopment of the Property that results in removal of the encroaching parking spaces.

The neighboring property at 155 W. Pearl Ave. is the location of the "Wort Family Home & Cabin" which is designated on the Town of Jackson Historic Register and is protected by a preservation easement. Mature evergreen trees are located on the shared property boundary between 155 W. Pearl Ave. and the applicant's property. Approximately 45% of their limb canopy extends onto 50 S. Millward Street.

Project Description.
NOTE: Staff reference the term ***vehicle queuing*** several times throughout this report. This term refers to the spaces needed to accommodate loading, pick-up / drop-off and vehicles waiting their turn to enter the proposed parking stacker system or exit the Property to the ROW.

Building and Site Design
The proposed development is a 3-story mixed-use structure of approximately 66,000sf that includes 67 lodging units, ten residential units, one street-level retail unit, and structured parking accessed from the alley via an Automated Parking System (APS) which, throughout this staff report, staff informally refers to as a "parking stacker system." A total of three subgrade and three above grade levels are proposed. The structure is 42' in height plus stair and elevator overruns at 46' to access to the roof level (as allowed per LDR Sec. 9.4.9.C). The structure has a below ground depth of approximately 39' with portions of the first basement level exposed at street level approximately 4 feet.

The proposed structure is located within the 0'-5' (min.-max.) setback range along both street frontages and the 0' or 5' (min.) along the alley (north) and side interior (east) property lines.

The hotel lobby, approximately one-third of the guest rooms, and most of the back-of-house and guest amenity spaces are located on the basement levels. To bring natural light into these areas, the building design includes several light wells around the perimeter and an atrium above the hotel lobby. The primary pedestrian entrance to the hotel is from S. Millward St. and there is an entrance to residential units from W. Pearl Avenue. Internal circulation between the lodging and residential areas is provided, allowing residents to access hotel amenities, back-of-house areas, and storage without exiting and re-entering the building.

Residential floor area at the property is provided as part of the 2:1 Workforce Housing Floor Area Bonus or as Affordable Deed Restricted units required for housing mitigation. Both categories are exempt from calculation of maximum floor area ratio (FAR). A summary table of the project scope is included below with floor area tabulations provided in detail by the applicant on pg. 123 of their submittal.

Table 1 – Development Summary by Level

Level	Program
Basement Level 3	Vehicle parking and lift system, trash/recycling, Long-Term bicycle parking, and utility equipment
Basement Level 2	Hotel lobby, hotel, resident amenities, and back-of-house (BOH)
Basement Level 1	22 lodging units
Street Level	Parking access, utilities, lodging entrance, residential lobby, bicycle storage, and one small commercial unit
Level 1	22 lodging units
Level 2	5 affordable residential units and storage, 13 lodging units, and BOH.
Level 3	3 market residential units, 2 workforce residential units, 10 lodging units, residential storage, and BOH.

Access, Parking, and Loading

Vehicular access to the property is proposed from the one-way (westbound) alley north of the Property. This means all off-street parking, as well as services and deliveries to the property, must access the alley from S. Glenwood St. between W. Broadway Ave. and W. Pearl Avenue.

The applicant proposes 75 off-street vehicle parking spaces, including four ADA spaces, accessed via the parking stacker system further described below. The applicant proposes the parking stacker system be managed by a full-time valet service available to both the hotel and residential units. A service elevator and stairwell are also located at the northeast corner of the structure and access basement level trash, recycling, and some long-term bicycle storage. Per the applicant, the parking stacker system can also be used to accommodate additional trash and recycling receptacles or long-term bicycle parking as needed.

A detailed description of the proposed Utron parking stacker system is included in the application beginning on pg. 70. Per the applicant, the Utron system is selected because of the simplicity of the physical equipment within the system and the "long track record" of its use in parking structures. The system is a Shuttle APS, also called a "rack and rail" system which transports vehicles along fixed rails. Based on Utron dimensions and figures provided in the application, the system is currently designed to accommodate vehicle dimensions up to 228"L x 86"W x 96"H. It can also be equipped with electric vehicle (EV) charging stations.

As proposed, basement Level 2 and basement Level 1 accommodate a maximum vehicle height of 72" (6') and 96" (8') respectively. Per the applicant, the final design is still in development, and each level of the system may be configured to allow for different maximum vehicle heights. Each level accommodates approximately 50% of total parking.

To use the parking stacker system, users navigate a vehicle onto the lift system within a "bay room" accessed from the alley. Sensors verify the vehicle is correctly placed on the lift (e.g., not too close to the sides or exceeding allowed height). The user then exits the vehicle and the bay room and uses a computer kiosk to finalize instructions for the lift system. The vehicle is then lowered to the basement parking levels, rotated and moved into a designated stall. The vehicle retrieval process ranges approximately three to five minutes per vehicle and owners may call on demand for vehicle retrieval or to schedule their pick-up time in advance. Per the applicant, valet operators will be available at all times to park and retrieve vehicles from the stacker system. However, frequent users who are familiar with the system—such as residents or hotel employees—may choose to either use the valet service or operate the system themselves.

Per the applicant, the Utron system can be monitored around the clock by remote Utron technicians, a property engineer will be specifically trained on the system maintenance and troubleshooting, and extra mechanical components for repair of the system will be kept on the property in reserve for faster maintenance. Maintenance requirements of the system are also described in detail by the applicant and typically involve mid-year planned maintenance of two to three hours then annual planned maintenance of eight to ten hours. It is staff understanding that only the annual maintenance requires vehicles to be removed from the parking system.

Bicycle Parking

Bicycle parking is available near the residential entrance, either in an outdoor alcove or in a storage area accessible from the lobby. Additional long-term bicycle storage is proposed in the basement parking garage near a service elevator. As noted above, the parking stacker system may also be used to accommodate long-term bicycle parking.

Pedestrian Frontage and Street Improvements

Proposed development incorporates the 13'-6" (min.) pedestrian frontage that accommodates a 5' (min.) Furnishing/planting area with trees-in-grates and a 6' (min.) pedestrian sidewalk. Based on direction from the Town Engineer during pre-application discussion with the applicant, site plans provide a bulb-out curb design at the northeast corner of the intersection of S. Millward St. and W. Pearl Avenue.

The applicant requests that two of the proposed four on-street spaces along S. Millward St. be designated as "15-min valet only" loading spaces reserved for private use by the Property owner and intended as queuing spaces for the parking stacker system.

Additional site development proposed includes burying the existing power lines that run along the alley.

Staff Analysis – Sketch Plan.

Overview and Process

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.*

As conditioned, staff recommend approval of the Sketch Plan with specific and significant requirements placed on the applicant to analyze and provide adequate vehicle queuing spaces. Staff note this will likely require significant design changes to the structure as part of Development Plan review. In addition, any proposed use of the public ROW shall be clearly detailed by the applicant, including any request to designate 15-minute loading spaces in front of the hotel.

While a CUP is required for all projects that require a Sketch Plan in this zone, the CUP will be formally reviewed and approved as part of the Development Plan. Based on staff direction, the applicant applied for the CUP alongside the Sketch Plan. Because some aspects of the CUP warrant early discussion at conceptual level rather than later in the design process, staff feel it is appropriate for Council to discuss the CUP at conceptual level without offering a final decision or motion on the item at this time.

General LDR Compliance

Staff find the proposed project meets LDR compliance for the DC-2 zone based on the preliminary, conceptual level of detail provided at Sketch Plan stage. LDR compliance is an ongoing review and is again conducted at Development Plan and building permit stages of each project.

Table 2 – General Summary of LDR Compliance

DC-2 Standard	Required	Proposed	Complies?
Primary/Secondary Street Building Setback	0'-5'(range min.-max.)	0'-2.5'	Yes.
Side Setback (east)	0' or 5'(min.)	5'-1"(min.) 0' at third story balconies	Yes.
Side Setback (north)	0' or 5'(min.)	0' or 5'(min.)	Yes.
Floor Area Ratio	1.30 (max.)	1.29	Yes.
Building Stories	3 (max.)	3	Yes.
Building Height	42'	42' with allowed stair/elevator access at 46'	Yes.
On-site Vehicle Parking	66 (min.)	75	As Conditioned.
Bicycle Parking	17 total (6 Short-term and 11 Long-term)	>5 ST >8 LT	As Conditioned.

On-street Parking

In general, staff support keeping on-street parking open to public use at all times and vehicle queueing be provided on-site rather than in the public ROW. Establishing the appropriate amount of vehicle queuing to serve the parking stacker system is analyzed in further detail below.

Staff are also generally supportive of the applicant utilizing two on-street spaces on S. Millward St. for the hotel loading zone (pick-up/drop-off) but not the applicant's specific request to reserve two on-street parking spaces for private use. Staff would even support a third space if the required parking/queuing study determines that it is warranted. As with other recent hotels (e.g. Cloudveil), the Town has approved on-street loading spaces near the lobby door to provide a safe place for guests to arrive and depart the hotel. Allowing the loading spaces also eliminates the potential need for a Porte Cochere structure that requires two curb cuts across the sidewalk and reduces on-street parking. Staff note too that the Town does not have a "valet parking" curb designation, thus private businesses cannot reserve parking spaces for their exclusive use. The closest option the Town has is a 15-minute loading zone that is open to all users (including the new hotel) but the hotel could not exclude members of the public from using the spaces. Town Council approval is needed to approve this parking designation. Staff recommend any time limit to the on-street spaces be included with a Development Plan request and decided by Town Council at that time.

Staff also note the final number of on-street parking spaces along S. Millward St. may be reduced to accommodate the required 15' red curb (no parking) distance from the alley exit or if an alternative site plan proposed. No on-street vehicle parking spaces are currently proposed along the W. Pearl Ave. frontage, however, depending on the final location of the curb as determined by the Town Engineer, an additional one to two vehicle parking spaces can potentially be accommodated along that frontage in the future.

Automated Parking System

Staff find that the proposed stacker parking system, as conditioned, is a potentially feasible and innovative method for meeting the Town parking standards for this project. Our concern at this time is that the applicant's current parking plan still does not show exactly how it will meet the parking requirement from an operational standpoint (i.e., it may provide the correct number of spaces but can the proposed valet parking program work efficiently enough to move cars in and out of the system to avoid negative impacts to the public ROW). This level of a parking stacker system is new to staff and the Town and that is the reason we added a condition of approval that requires the applicant to provide an in-depth parking and queuing study as part of the Development Plan to verify the feasibility of their proposed parking system and mitigate any potential off-site impacts to the public. If this study does not satisfy the Town Council that all significant impacts to public facilities can be adequately mitigated, then the Council may deny the Development Plan based on its inability to make all the required LDR findings of approval.

It is worth noting that the Town's parking standards, including Off-Street Vehicle Parking and Loading Design Standards (LDR Sec. 6.2.5) and Underground Parking Facility Design Guidelines (Resolution 09-25), currently do not address standards for automated parking design. While a few instances of attendant-operated vehicle lift systems have been used in the Town, a parking stacker system at this scale has never been proposed nor approved within the Town of Jackson. Staff also want the applicant to address in their parking study how larger vehicles, such Chevy Suburbans, Sprinter Vans, and cars with roof-mounted storage containers will (or will not) fit into the stacker system and how they will be managed.

The applicant proposes a valet operator to be present at all times and available to all users of the building – including residential units – to support efficient use of the parking system. Per the applicant, the valet option is most needed for infrequent users of the parking system (e.g., hotel guests) because seasoned users of the system (e.g., residents and hotel staff) will be capable of using the system on their own. Staff recommend a condition of approval that, with the Development Plan submittal, the applicant shall provide the details of the proposed valet operations including, but not limited to, number of valet operators, daily hours of valet availability, and parking system users can enter the garage without a valet operator (e.g. residents or hotel employees). The characteristics of the valet operations should be reflected in the parking study required in Condition #1.

The current design does not provide an internal pedestrian connection between the parking system's loading bay and remainder of the structure. This means anyone parking in the parking stacker system must navigate around the exterior of the structure to enter the hotel or residential lobby or potentially utilize the adjacent service lobby and elevator. Greater detail is needed to determine whether the building and site design present any architectural barriers that prevent ADA access or movement and that the design can ultimately comply with all necessary codes (e.g. egress distances or grading/slope design). Thus, as part of staff's recommended Sketch Plan Condition #2, the applicant shall confirm compliant ADA access to the site, parking facility, and building, including the proposed automated parking system's loading bay.

Wildland Urban Interface (WUI) Review

Effective January 1, 2025, all private land parcels in the Town of Jackson are now within the mapped Wildland Urban Interface and subject to International Wildland Urban Interface Code (IWUIC) review by the Fire Department. The IWUIC addresses elements including defensible space of structures (e.g. distance between structures and landscaping). Based on department review feedback from Jackson Hole Fire/EMS, specifically regarding the proximity of the proposed structure to mature spruce trees at neighboring 155 W. Pearl Ave., Staff recommend a condition of approval that, with the Development Plan submittal, the applicant shall provide a preliminary IWUIC review of the project that provides preliminary feedback by the Fire Department. This condition will help ensure that a proposed design reviewed at Development Plan stage has reasonable expectation of meeting all required IWUIC standards with minimal design changes.

Pedestrian Frontage and Street Improvements

Staff find the proposed site plan is consistent with the general intent of the DC-2 zone including the establishment of new trees-in-grates pedestrian frontage on S. Millward Street. Per the direction of the Town Engineer, the proposed site plan incorporates a bulb-out design at the northeast corner of the Millward and Pearl intersection. The Community Streets Plan (CSP) calls for a 60'-wide R.O.W with 37'-wide street for mixed-use district local streets or bus/truck streets and as well the 13'-6" pedestrian frontage consistent with the DC-2 zone. The existing centerline of W. Pearl Ave. is not centered within the 60' right of way and staff estimate the final curb location along W. Pearl Ave. will shift approximately one to two feet north requiring a shift of the pedestrian frontage further onto the Property in order to meet the above standards. Staff recommend a condition of approval that as part of the Development Plan submittal, the applicant shall provide updated site plan that includes curb relocation and bulb-out design consistent with the CSP and direction from the Town Engineer for the W. Pearl Ave. and S. Millward St. frontages.

Bicycle Parking and Pathway Connections

Staff recommend a condition of approval that, as part of the Development Plan submittal, the applicant shall provide updated site plan that includes the required bicycle parking amount, type, location, and dimensions consistent with LDR Sec. 6.2.2.D including required accommodation for larger and alternative bicycles. On February 28, 2024, the Town adopted updated standards for amount, type, and installation of bicycle parking. The applicant's current bicycle parking calculations are based on previous but outdated standard. It is likely that some bicycle parking currently shown does not meet updated installation and dimensions required by LDR Sec. 6.2.2.D. The applicant also notes additional bicycle storage could be accommodated on the parking stacker system but additional detail is needed to determine if that design option is feasible.

During pre-application discussion with the applicant, the Pathways Director indicated a bike lane may be considered along the S. Millward St. frontage based on the Community Streets Plan (CSP). However, at this time, staff ***does not*** recommend inclusion of a bike lane adjacent to either street frontage at the Property. On June 2, 2025, the Town of Jackson and Teton County adopted the Safe Streets for All (SS4A) Safety Action Plan with a goal to develop a roadmap for safe, more connected streets and pathways in Jackson and Teton County. That process includes updating the CSP with refined mobility standards for the Town of Jackson. The CSP is an ongoing, iterative process and is currently in draft form. The Pathways Director expects to present an updated CSP to joint Town/County elected officials in late 2025. In the current draft form, S. Millward St. and W. Pearl

Ave. are designated as a Connector and Main streets respectively, thus do not specify a requirement for separated or protected bike lanes and instead focus more on pedestrian and vehicular flow which is addressed by the currently proposed pedestrian sidewalks and bulb-out design at 50 S. Millard Street. This means a cyclist would share the general purpose travel lanes with motor vehicles along both street frontages.

Affordable Workforce Housing and Mitigation

Based on existing use at the property and proposed building program, the project has an estimated 4.857 unit requirement for affordable workforce housing mitigation. The applicant's housing mitigation plan proposes to deed restrict five on-site units to fulfill required mitigation. A copy of their housing mitigation plan and draft restrictions are provided with the attached application.

Floor plans provided by the applicant show location and size of residential units but do not provide detailed floor plans thus the Housing Department is unable to review the proposal for compliance with required livability standards at this stage of development. Staff urge the applicant to be mindful of incorporating livability standards like required storage as this may impact the overall footprint of the restricted units or shared floor area.

Staff Analysis – CUP (Large Buildings).

Overview

Staff reiterate that the CUP will be formally reviewed at Development Plan stage but staff feel it is appropriate for Council to discuss the CUP at conceptual level early in the design phase without offering a final decision or motion on the item at this time. The purpose of a CUP for projects also requiring a Sketch Plan is to provide public and site-specific analysis of the on-site and off-site impacts of the proposed use on the below items:

1. *Traffic;*
2. *Environmental resources;*
3. *Historic resources;*
4. *Water quality; and*
5. *Other important Town resources.*

Traffic and Important Town Resources (Items #1 and 5)

Staff recommend that as part of final CUP submittal, the applicant shall provide a Traffic Impact Study (TIS), consistent with direction from the Transportation Manager, that assesses transportation impacts from the proposed development and provides suggested mitigation strategies to reduce impacts on adjacent streets and intersections. A TIS is separate from the parking study used to analyze use of the parking stacker system and queuing needs under the Sketch Plan (Condition #1). As a separate analysis, a TIS will analyze the number of trips generated and appropriate mitigation measures as part of the CUP *regardless of whether a parking stacker system is used*.

Currently, traffic impacts and mitigation for larger projects are negotiated on an ad hoc basis and project-specific basis. The Town of Jackson and Teton County are in the process of reviewing proposed TIS and Travel Demand Management (TDM) guidelines – currently in draft form and expected to be presented to Town and County elected officials on July 7, 2025 – to establish specific methodologies and procedures for assessing

transportation impacts of proposed development projects. The draft guidelines are based on standard industry practice and consistent with recommendations from the Institute of Transportation Engineers (ITE) TIS for site development. The timeline for reviewing these guidelines by Joint Town/County elected officials is expected to run in the same general timeline as the proposed development at 50 S. Millward Street. Therefore, while not yet adopted, staff support the use of these draft guidelines as they are based on widely accepted industry standards and provide a clear framework for the applicant.

Environmental Resources and Water Quality (Items #2 and 4)

In discussion with staff, Nelson Engineering on behalf of the applicant, states that WYDEQ has declared hydrocarbons mitigated at the site and that perceptible hydrocarbon odors do not indicate contamination levels above the acceptable thresholds set by EPA and WYDEQ. Additionally, it states that the depth of the proposed basement is above that of any previous hydrocarbon odors previously found and that comprehensive sampling in four borings throughout the site did not indicate hydrocarbon odors. In summary, Nelson Engineering considers the potential to encounter contamination "near zero" and states that, if any soils requiring mitigation are encountered, the project team can address mitigation at that time. Staff suggest the applicant continue to consider any contamination concerns in preparation for final CUP review.

Environmental Resources and Historic Resources (Items #2 and 3)

Staff is concerned that the proposed third story balconies near the eastern property line (currently proposed at 0' setback) may require pruning of the existing spruce trees to a degree that is ultimately damaging to their long-term health. Additionally, such pruning may cause an adverse visual impact inconsistent with the CUP findings of approval. Staff recommend that, as part of final CUP submittal, the applicant provide a visual analysis of the amount of pruning to the mature spruce trees at 155 W. Pearl Ave. required to accommodate the proposed structure.

The "Wort Family Home & Cabin" located at 155 W. Pearl Ave. is designated on the Town of Jackson Historic Register. Landscaping at the property includes 12 mature blue spruce trees ranging from approximately 35-55' in height near the western property line shared with 50 S. Millward Street. Approximately 45% of this total spruce tree canopy extends over the shared property line onto the applicant's property at 50 S. Millward Street. While the trees are not themselves designated historic resources, they are an important part of the overall aesthetic and context of the historic Wort Family Home & Cabin property.

An arborist report commissioned by the applicant as part of their CUP application (pg. 113) concludes the trees are in good health and that pruning approximately 15% of the total tree canopy is required to accommodate a structure setback 5' from the property line as currently proposed by the applicant. The same arborist report states that cutting more than 40% of a tree canopy or large root system will harm the tree and eventually cause decline and recommends pruning no more than 25% of the tree based on references to an International Society of Arboriculture (ISA) standard. Staff anticipate recommending a future condition of approval to the CUP that establishes a limit on the amount of canopy removal based upon the final design of the building.

Design Review Committee (DRC)

The DRC reviewed the project (P25-010) for conceptual design on February 12, 2025, and unanimously voted (6-0) in support of the overall design. The Committee offered positive feedback regarding materiality, massing, and general adherence to western character which is required in the Downtown Design Overlay Area 2 (DDO 2) where the property is located. They discussed the practicality of the subterranean lobby but did not oppose the overall design. The Committee suggested the applicant team continue to study the structure's overall fenestration and that any bicycle parking alcove provided along the street frontage include appropriate screening.

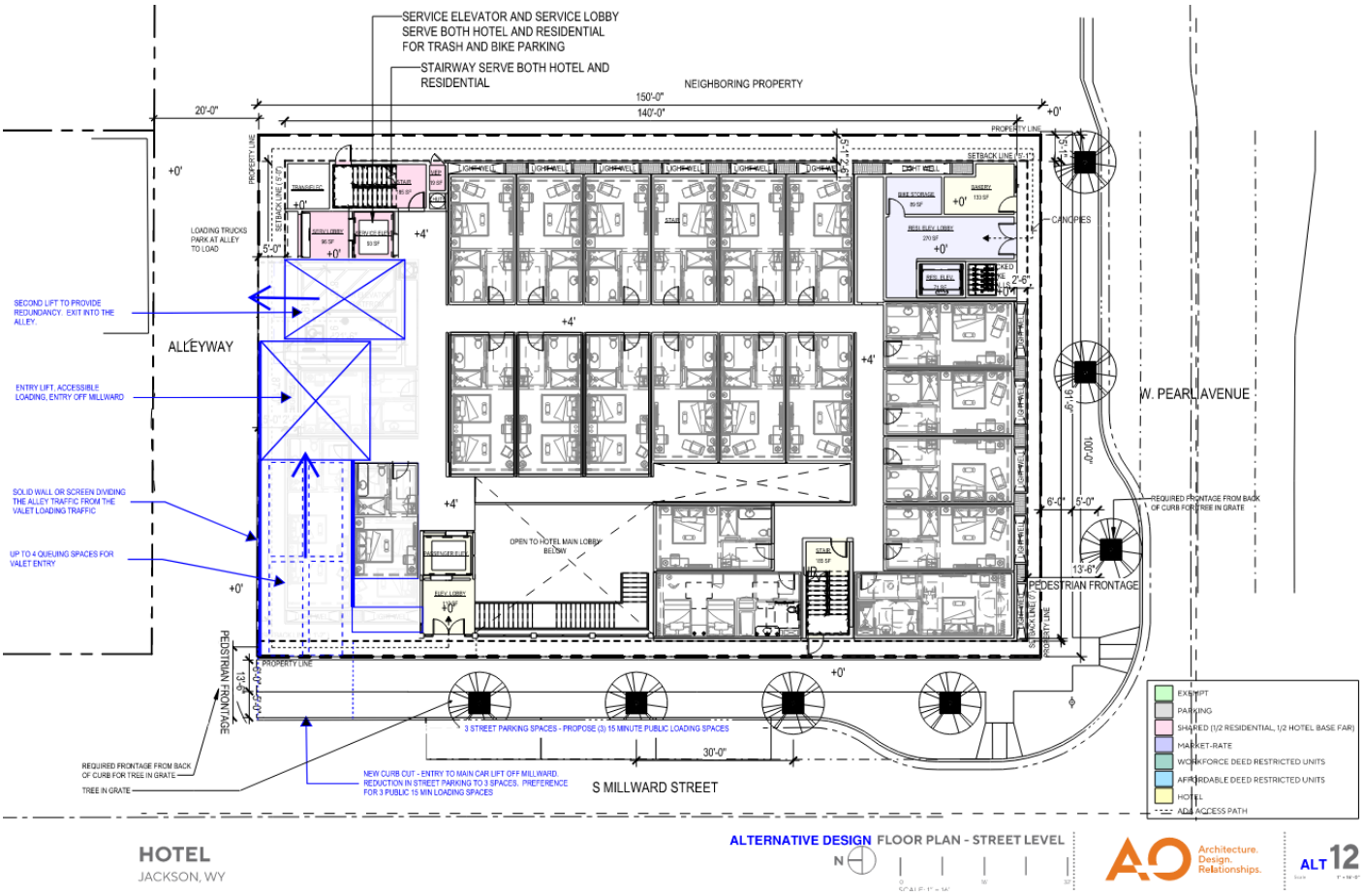
Planning Commission (PC)

The Planning Commission reviewed both the Sketch Plan and CUP on June 4, 2025, and voted all in favor of the project as conditioned by staff. The PC was supportive of the use of an automated parking system but had concerns over the overall impact on the ROW due to the time needed to load and unload vehicles in the system. They agreed that parking and traffic studies will be integral to the review of the project, especially in understanding the number and location of queueing spaces needed to stage vehicles entering and exiting the system. They were supportive of requiring some degree of vehicle queueing on the Property. While generally supportive of 15-min ROW parking intended for loading and unloading, they agreed such spaces should remain available for public rather than private use.

PC members were supportive of alternative site designs that provide access directly from S. Millward Street – to reduce reliance on the alley, particularly as the alley is utilized by other businesses for loading and unloading and is temporarily blocked during course of normal usage – and to provide an additional vehicle lift to introduce redundancy and speed to the overall parking system.

In response to Planning Commission feedback, the applicant recently provided an Alternative Site plan for consideration which includes two vehicle lifts, access to parking system from both the alley and S. Millward St., and provides area for approximately four vehicle spaces to queue on the Property while waiting to enter the lift system or exit onto the ROW. The alternative plan is shown in Figure 1 on the following page and provided as an attachment to this staff report. Staff has not had time to conduct a comprehensive analysis of this alternative site plan, but recommend that it be included in the parking and traffic studies that staff recommend as conditions of approval. This will result in additional detail as to feasibility of the site and how it impacts the parking system and ROW.

Figure 1 – Alternative Site Design Option



Applicant Response to Council Continuation.

At the July 7, 2025, meeting, the Council expressed concern that the Automated Parking System would create more parking spaces than a traditional underground parking lot and so would allow significantly more hotel rooms and other development than is typically anticipated for a two-lot development. The concern was the additional density could lead to increased traffic in an already busy part of Town. Based on this concern, Council directed the applicant to provide an analysis comparing how much density/development could be accommodated by a traditional underground parking garage versus the proposed 100% automatic system. This analysis is provided by the applicant and is attached to this staff report.

In addition, in order to address the concerns expressed by some Council members regarding traffic impacts and potential impacts to groundwater from the deep basement, the applicant has provided a preliminary trip generation memo and a clarification on soil conditions and shoring strategy. Importantly, these supplemental materials do not change the scope or content of the proposed project; this information is provided simply to respond to the Council's request for more information. The Council, however, is free to rely on this new information in its consideration of the project and whether it can make all of the findings for a Sketch Plan.

It is important to note that the applicant has now confirmed that they are proposing to use two vehicle lifts (instead of one as originally proposed) as shown above in Figure 1. The intent is to provide greater redundancy in the case of any mechanical failures of the Automated Parking System and to provide additional queuing space to reduce potential spillover impacts to the public ROW from the valet parking program. Both staff and the Planning Commission strongly recommend approval of this option. Staff have a Key Policy Question that addresses this specific issue and are looking for direction from the Council on this issue. The applicant's supplemental materials, such as the preliminary trip generation memo and underground parking analysis, both assume a site plan that includes two vehicle lifts.

Supplemental Material: Underground Parking Analysis and Density Study

For the underground parking analysis, the applicant has provided two scenarios for Council's consideration, labeled by Staff as "Parking Design Scenario #1" and "Parking Design Scenario #2." Table 3 below is staff's summary of the applicant's response to that directive. The table does not include the original site plan that includes only one car lift (67 hotel keys, 10 residential units) because the applicant now is proposing two vehicle lifts for the reasons explained above.

Table 3 – Underground Parking Analysis and Parking Density Comparison

Parking Design Scenario	On-site Parking Spaces	Resulting Unit Mix	Note
Proposal: Two vehicle lifts and 100% automated stackers (See Figure 1)	62	64 key hotel 10 residential units	100% valet parking. 2:1 Bonus and affordable mitigation units provided onsite.
Parking Design Scenario #1: Traditional Underground Parking Structure ("No Stackers")	58	62 key hotel 6 residential units	2:1 Bonus provided onsite. Affordable mitigation units provided off-site.
Parking Design Scenario #2: Ramp with Manual Stackers	53	62 key hotel 6 residential units	100% valet parking. 2:1 Bonus provided onsite. Affordable mitigation units provided off-site.

Preliminary Trip Generation Memo

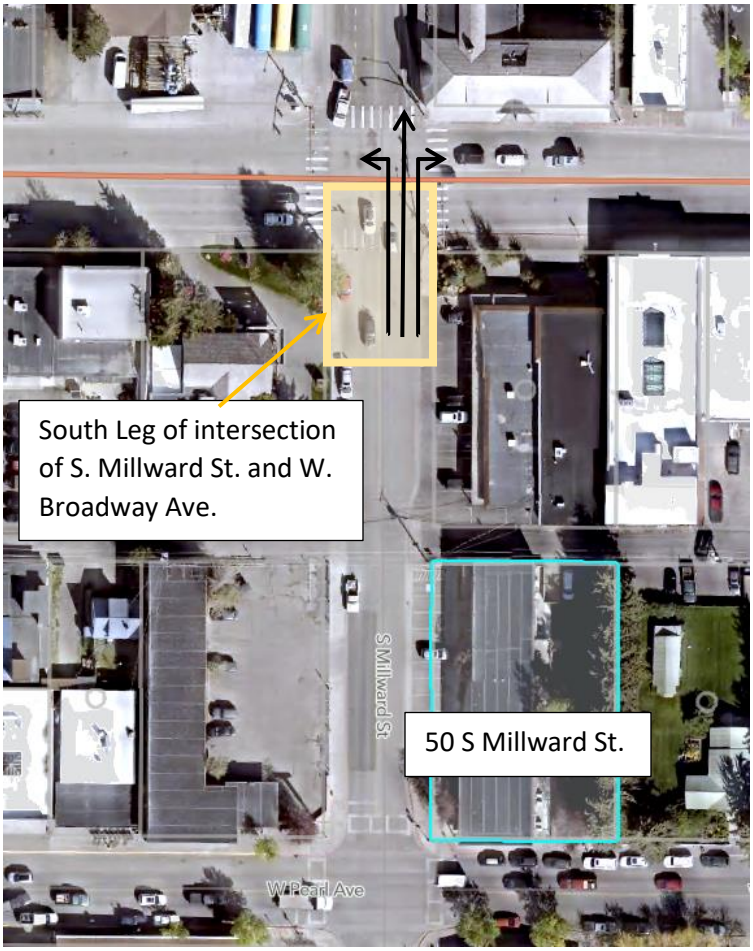
Following the July 7, 2025, regular meeting, the applicant conducted current traffic counts and prepared a preliminary trip generation memo. This memo assumes a proposed development of 64 hotels rooms, 10 residential units, and one commercial unit consistent with Figure 1 and Table 3 above.

According to the applicant, the total estimated net vehicle trip generation is around 40 peak hour vehicle trips during weekdays and 50 peak hour vehicle trips during weekends. The applicant concludes that this traffic increase has a relatively low impact, while noting that the northbound leg of the Millward/Broadway

intersection (see Figure 2 below) would experience an average of 14.2% increase in trips during weekday peak hours and an average of 20.5% increase in trips during weekend peak hours.

A more detailed comprehensive Traffic Impact Study (TIS) will be required as part of the review of a Condition Use Permit (Large Building) that would reviewed concurrently with the Development Plan.

Figure 2: Northbound Leg of the intersection at S. Millward St. and W. Broadway Ave.



Soil Conditions and Groundwater

Per the applicant, the WYDEQ conducted a leaky underground storage tank cleanup program in the project vicinity in the early 2000s and has determined that hydrocarbons are mitigated at the site. Perceptible hydrocarbon odors that still exist at the site do not indicate that soils and/or groundwater are contaminated to levels that exceed threshold levels set by the EPA or WYDEQ. Per the applicant, the depth of the planned basement (at approximately 39' depth) is above the depths that hydrocarbon odor was present (at 50' depth). In summary, the applicant concludes that the potential for encountering contaminated soils in excavation is near zero.

Regarding groundwater levels, measurements are based on monitoring wells located less than 50' from the property and for a date range from November 2002 to October 2015. Over that period, the highest depth was

recorded in July 2011 at 35.2' and the lowest depth was in April 2003 at 48.5'. Groundwater depth was again measured in summer and fall of 2024 at around 50'.

Comprehensive Plan & Priority Alignment.
Staff determined the proposed project meets the intent of Comprehensive Plan District 2 (Town Commercial Core) and Subdistrict 2.3 (Downtown).

Consistent with the Town Commercial Core and Downtown, the proposed project supports commercial uses, employment opportunities and lodging capacity. Downtown is a transitional subarea and the center of civic, cultural, economic and social activity for the community as well as the center of the visitor experience, as a significant amount of lodging is located here. A goal of the subarea is to create a vibrant mixed use area that accommodates a variety of amenities and uses – including lodging and residential units. Also consistent with these districts, parking is provided underground and screened from view and emphasis is placed the pedestrian experience to create a vibrant, mixed-use area.

Public Comment.
Following the July 7, 2025, Regular Council Meeting, staff received public comment from Protect Our Water JH (POWJH) and Jackson Hole Conservation Alliance (JHCA) concerning the proposed increase in density, depth of the structure, and impacts from dewatering. These comments are attached to this staff report.

Staff Findings of Approval for Sketch Plan P25-007.
Pursuant to Section 8.3.2.C, a Sketch Plan shall be approved upon finding the application:

1. *The proposed project is consistent with the purposes and organization of the LDRs;*

   Complies. The project is consistent with the purposes and organization of the LDRs. The project meets the general intent of the DC-2 zone by providing a vibrant mixed-use area with a variety of uses and amenities, consisting of wide sidewalks and buildings close to the sidewalk as can be determined at a conceptual level of detail before the development is fully designed.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

   Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

   Complies as Conditioned. As conditioned, staff find that the proposed project will not have significant impacts on public facilities and infrastructure. With Development Plan submittal, the applicant team is required to analyze the vehicle queueing needs and impacts of the proposed parking stacker system and provide vehicle queuing compliant with Resolution 09-25. This condition ensures impacts resulting

from the parking stacker system detailed, analyzed, and mitigated as part of the Development Plan process.

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 find that the application meets all standards of the LDRs and other Town Ordinances at the level of detail required by a Sketch Plan. With Development Plan submittal, the applicant team is required to verify the necessary dimensions for ADA van accessible and bicycle parking are accommodated on the Property and that no vehicle queuing spaces encroach the public ROW as required by Resolution 09-25.

5. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

   Complies. There are no other prior applicable permits or approvals.

Fiscal Impact.
No fiscal impact has been identified at this time.

Staff Impact.
The amount of staff time to review this Sketch Plan draft staff reports, present at public hearings, and offer preliminary feedback on related the CUP is approximately 120 hours.

Attachments or Links.
Applicant Response to TC Continuation
Applicant Submittal (Original)
Alternative Site Design 06.18.25
Public Comment
Department Reviews

Suggested Motion.
Based upon the findings for a Sketch Plan as presented in the staff report, I move to approve Sketch Plan P25-007 for an approximate 66,000sf mixed-use development at the property addressed at 50 S. Millward Street subject to the departmental reviews attached hereto, the conditions of approval, and subject to this staff report dated September 8, 2025.

Katelyn S. Page
Associate Planner
Town of Jackson
P.O. Box 1687
Jackson WY 83001

August 14, 2025

RE: P25-007 Information For Town Council Hearing 9.8.25
Sketch Plan – 50 S Millward

Dear Ms. Page,

The following information has been compiled by the project team in response to questions posed by the Town Council during the hearing that took place on 7.7.25 and subsequent clarifications from the Planning Department.

Included in this application are the following items:

1. Cover Letter
2. Density study (traditional versus proposed parking methods)
3. Preliminary traffic counts and related memo
4. Additional information on soil conditions and shoring strategy

Please let us know if there are any questions we can answer. We are looking forward to direction from the Planning Department and Town Council in the upcoming hearing.

Sincerely,

Shaun Gilbert

2

Density Study

Density Study – Comparison between Traditional Parking and Proposed Parking Methods

The following tables show a comparison of 3 different parking methods and the resulting hotel key count and residential unit count that can be parked at 50 S. Millward within the guidelines of the LDRs.

The Sketch Plan as approved by the Design Review Board and Planning Commission proposed an automated parking system to accommodate 75 parking spaces in an underground structure that is accessible by an automated parking lift. This system provided enough parking to accommodate 67 hotel keys and 10 residential units.

Feedback from both the Design Review Board and the Planning Commission asked the team to consider adding a second parking lift for both efficiency and redundancy. The design team revised the plan to add a second parking lift and remove the parking spaces that were not required by code. The resulting proposal has 64 hotel keys and 10 residential units with 64 parking spaces. This option is labeled as "2 car elevators and automated stackers."

The team also provided 2 alternative options for review and comparison study:

NO STACKERS OPTION

The traditional option labeled as "No Stackers" shows the parking and unit count that can be achieved with a traditional parking ramp and parking spaces in an underground garage space. This option can accommodate 58 parking spaces, 62 hotel keys and 6 residential units. Of the 6 Residential Units, 2 will be Workforce Deed Restricted Units and 4 will be Market Rate Units. The 5 Affordable Deed Restricted Units will be accommodated offsite. The 58 parking spaces will provided with valet service directly off Millward via a ramp with 150 feet of queuing space for cars on the Property.

RAMP & MANUAL STACKERS OPTION

Another option, "Ramp with Manual Stackers" shows a parking garage that has a traditional parking ramp to an underground garage space and uses traditional parking stackers, already used in parking structures within the Town of Jackson, to reduce the square footage required to accommodate 56 parking spaces. This option accommodates 62 hotel keys and 6 residential units. Of the 6 Residential Units, 2 will be Workforce Deed Restricted Units and 4 will be Market Rate Units. The 5 Affordable Deed Restricted Units will be accommodated offsite. The 58 parking spaces will provided with valet service directly off Millward via a ramp with 150 feet of queuing space for cars on the Property.

PROJECT DATA (TWO CAR ELEVATORS & AUTOMATED STACKERS)

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,122 SF

COMMERCIAL FAR

EXEMPT	
LEVELS B1, B2 and B3	23,245
B3 PARKING	11,619
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	2,910
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	1,934
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	5,100
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	937
TOTAL EXEMPT	**45,745**
COMMERCIAL FAR	
HOTEL BASE FAR	15,290
HOTEL CIR. / FACILITY	2,895
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	937
TOTAL COMMERCIAL FAR	**19,122**
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**53,247**
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**30,002**

BUILDING PROGRAM *QTY*

RESIDENTIAL	10	UNITS
COMMERCIAL		
HOTEL	64	KEYS

PARKING

	# OF UNITS		*PARKING REQUIRED*	
PARKING REQUIRED				
RESIDENTIAL	10	UNITS	15	1.5 pkg ratio
HOTEL	64	KEYS	48	.75 pkg ratio
COMMERCIAL				
BAKERY SHOP	133	SF	1	2.25/1,000sf
PARKING PROVIDED				
LEVEL B3 BASEMENT PARKING			59	
LEVEL B3 ADA PARKING			3	
STREET PARKING :				
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			2	
PUBLIC PARKING SPOTS PROVIDED			1	
TOTAL PARKING REQUIRED			**64**	
TOTAL PARKING PROVIDED			**64**	
EV PARKING REQUIRED	24 Total (20 capable and 4 installed)			30% and 5 %
EV PARKING PROVIDED	24 Total (20 capable and 4 installed)			30% and 5 %
BICYCLE PARKING REQUIRED			**7**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)			**10**	

PROJECT DATA (NO STACKERS)

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,441 SF

COMMERCIAL FAR

EXEMPT	
LEVELS B1, B2, B3 and B4	20,390
B3 and B4 PARKING	19,646
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	6,562
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	3,281
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	apr. 5,500 OFF SITE
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,053
TOTAL EXEMPT	**49,879**
COMMERCIAL FAR	
HOTEL BASE FAR	15,929
HOTEL CIR. / FACILITY	2,459
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,053
TOTAL COMMERCIAL FAR	**19,441**
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**49,674**
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**30,337**

BUILDING PROGRAM *QTY*

RESIDENTIAL	6	UNITS
COMMERCIAL		
HOTEL	62	KEYS

PARKING

	# OF UNITS		*PARKING REQUIRED*	
PARKING REQUIRED				
RESIDENTIAL	6	UNITS	9	1.5 pkg ratio
HOTEL	62	KEYS	47	.75 pkg ratio
COMMERCIAL				
PARKING PROVIDED				
LEVEL B3 BASEMENT PARKING			54	
LEVEL B3 ADA PARKING			4	
STREET PARKING :				
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			2	
PUBLIC PARKING SPOTS PROVIDED			1	
TOTAL PARKING REQUIRED			**56**	
TOTAL PARKING PROVIDED			**58**	
EV PARKING REQUIRED	21 Total (18 capable and 3 installed)			30% and 5 %
EV PARKING PROVIDED	21 Total (18 capable and 3 installed)			30% and 5 %
BICYCLE PARKING REQUIRED			**6**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)			**10**	

PROJECT DATA (TWO CAR ELEVATORS & AUTOMATED STACKERS)

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,122 SF

COMMERCIAL FAR	
EXEMPT	
LEVELS B1, B2 and B3	23,245
B3 PARKING	11,619
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	2,910
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	1,934
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	5,100
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	937
TOTAL EXEMPT	**45,745**
COMMERCIAL FAR	
HOTEL BASE FAR	15,290
HOTEL CIR. / FACILITY	2,895
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	937
TOTAL COMMERCIAL FAR	**19,122**
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**53,247**
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**30,002**

BUILDING PROGRAM	*QTY*	
RESIDENTIAL	10	UNITS
COMMERCIAL		
HOTEL	64	KEYS

PARKING	*# OF UNITS*		*PARKING REQUIRED*	
PARKING REQUIRED				
RESIDENTIAL	10	UNITS	15	1.5 pkg ratio
HOTEL	64	KEYS	48	.75 pkg ratio
COMMERCIAL				
BAKERY SHOP	133	SF	1	2.25/1,000sf
PARKING PROVIDED				
LEVEL B3 BASEMENT PARKING			59	
LEVEL B3 ADA PARKING			3	
STREET PARKING :				
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			2	
PUBLIC PARKING SPOTS PROVIDED			1	
TOTAL PARKING REQUIRED			**64**	
TOTAL PARKING PROVIDED			**64**	
EV PARKING REQUIRED	24 Total (20 capable and 4 installed)			30% and 5 %
EV PARKING PROVIDED	24 Total (20 capable and 4 installed)			30% and 5 %
BICYCLE PARKING REQUIRED			**7**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)			**10**	

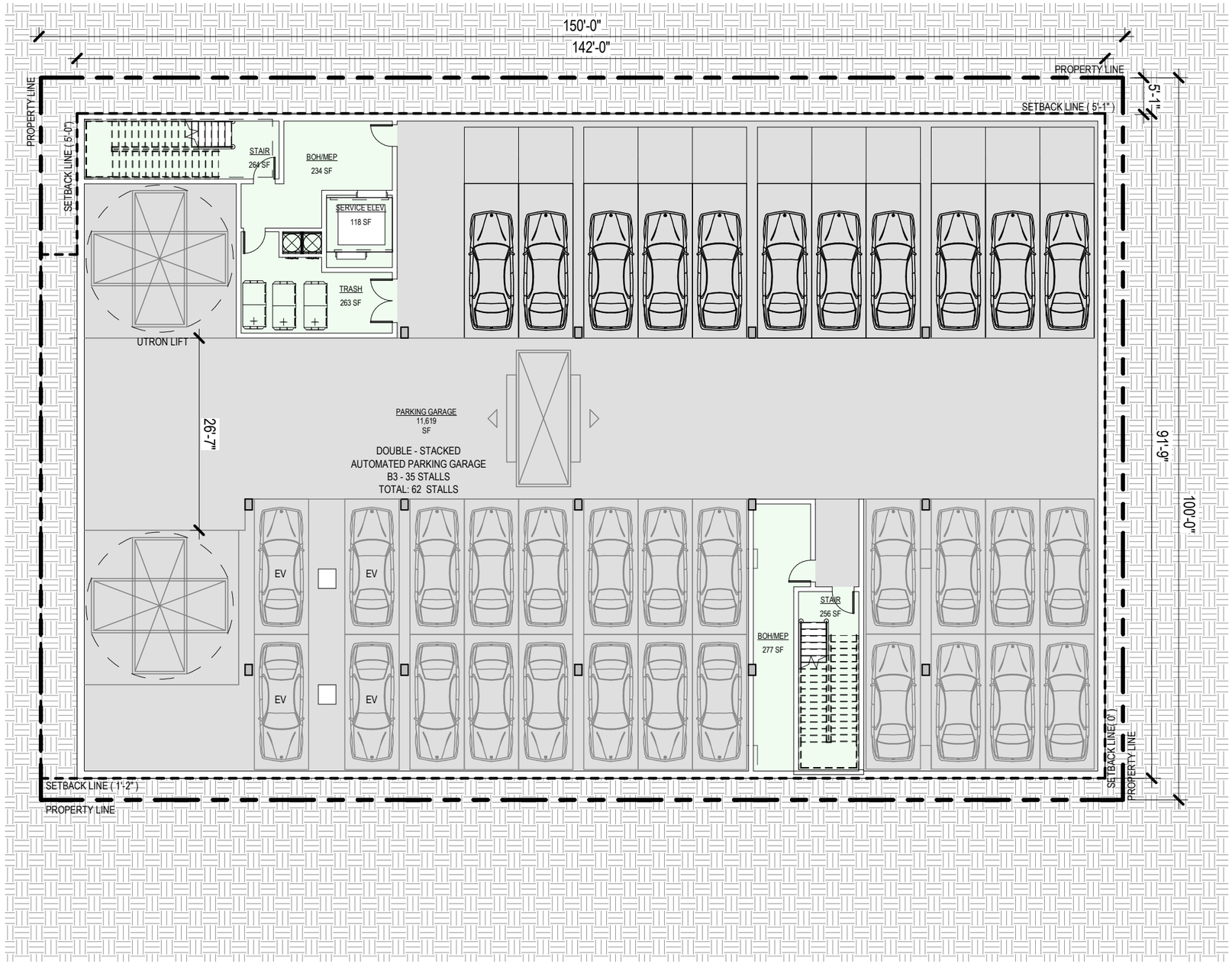
PROJECT DATA (RAMP & MANUAL STACKERS)

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,373 SF

COMMERCIAL FAR		
EXEMPT		
LEVELS B1, B2 and B3	21,637	
B3 PARKING	10,883	
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	6,110	
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	3,056	
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	apr. 5,500	OFF SITE
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,300	
TOTAL EXEMPT	**41,686**	
COMMERCIAL FAR		
HOTEL BASE FAR	15,351	
HOTEL CIR. / FACILITY	2,722	
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,300	
TOTAL COMMERCIAL FAR	**19,373**	
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**50,176**	
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**29,839**	

BUILDING PROGRAM	*QTY*	
RESIDENTIAL	6	UNITS
COMMERCIAL		
HOTEL	62	KEYS

PARKING	*# OF UNITS*		*PARKING REQUIRED*	
PARKING REQUIRED				
RESIDENTIAL	6	UNITS	9	1.5 pkg ratio
HOTEL	62	KEYS	47	.75 pkg ratio
COMMERCIAL				
PARKING PROVIDED				
LEVEL B3 BASEMENT PARKING			50	
LEVEL B3 ADA PARKING			3	
STREET PARKING :				
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			2	
PUBLIC PARKING SPOTS PROVIDED			1	
TOTAL PARKING REQUIRED			**56**	
TOTAL PARKING PROVIDED			**56**	
EV PARKING REQUIRED	20 Total (17 capable and 3 installed)			30% and 5 %
EV PARKING PROVIDED	20 Total (17 capable and 3 installed)			30% and 5 %
BICYCLE PARKING REQUIRED			**6**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)			**10**	



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

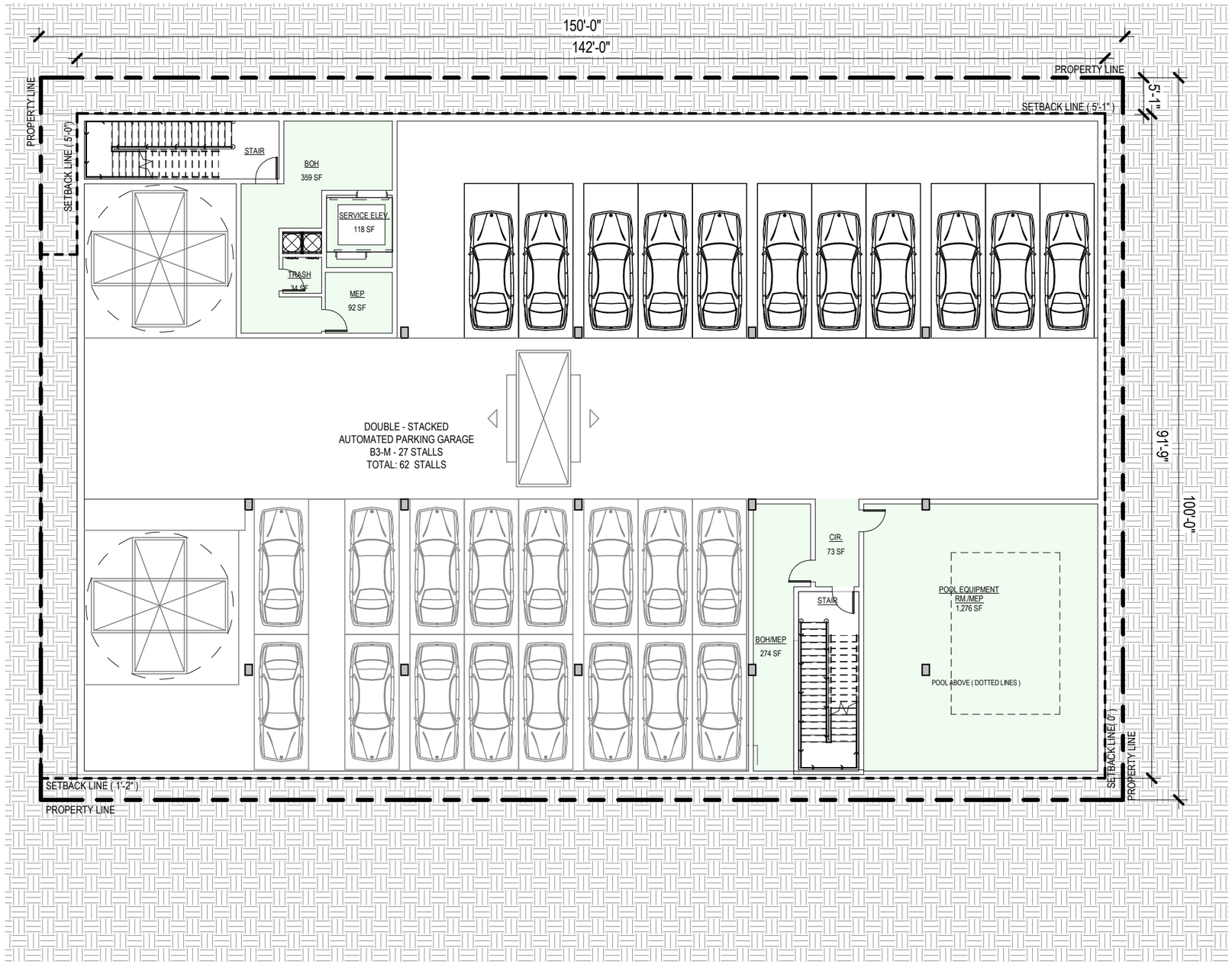
JACKSON, WY

FLOOR AREA
B3

Architecture. Design. Relationships.

1.1

Scale As indicated
Job No. 2018-378
Date 05/15/24



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

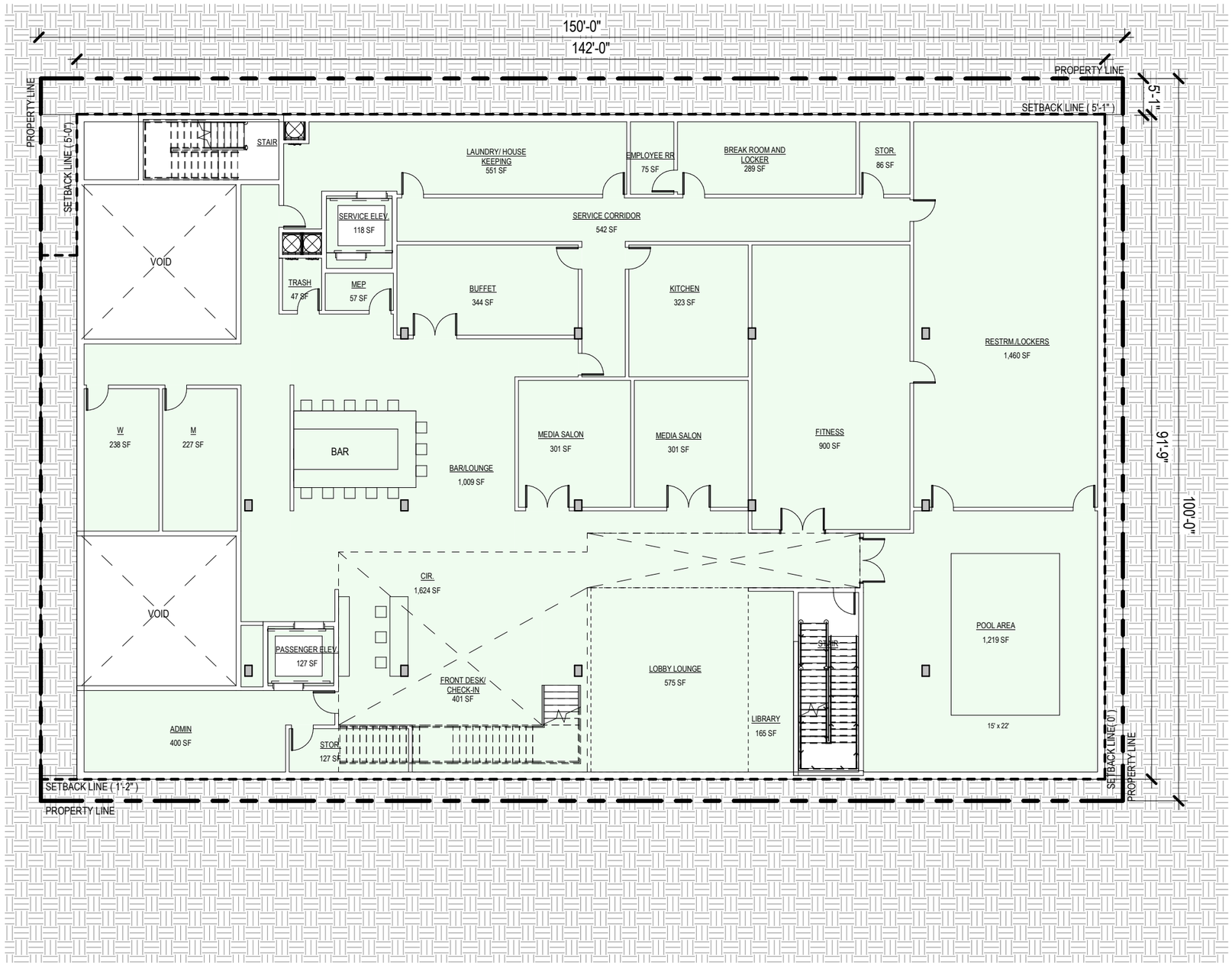
JACKSON, WY

FLOOR AREA
B3-M1

Architecture. Design. Relationships.

1.2

Scale As indicated
Job No. 2018-378
Date 05/15/24



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

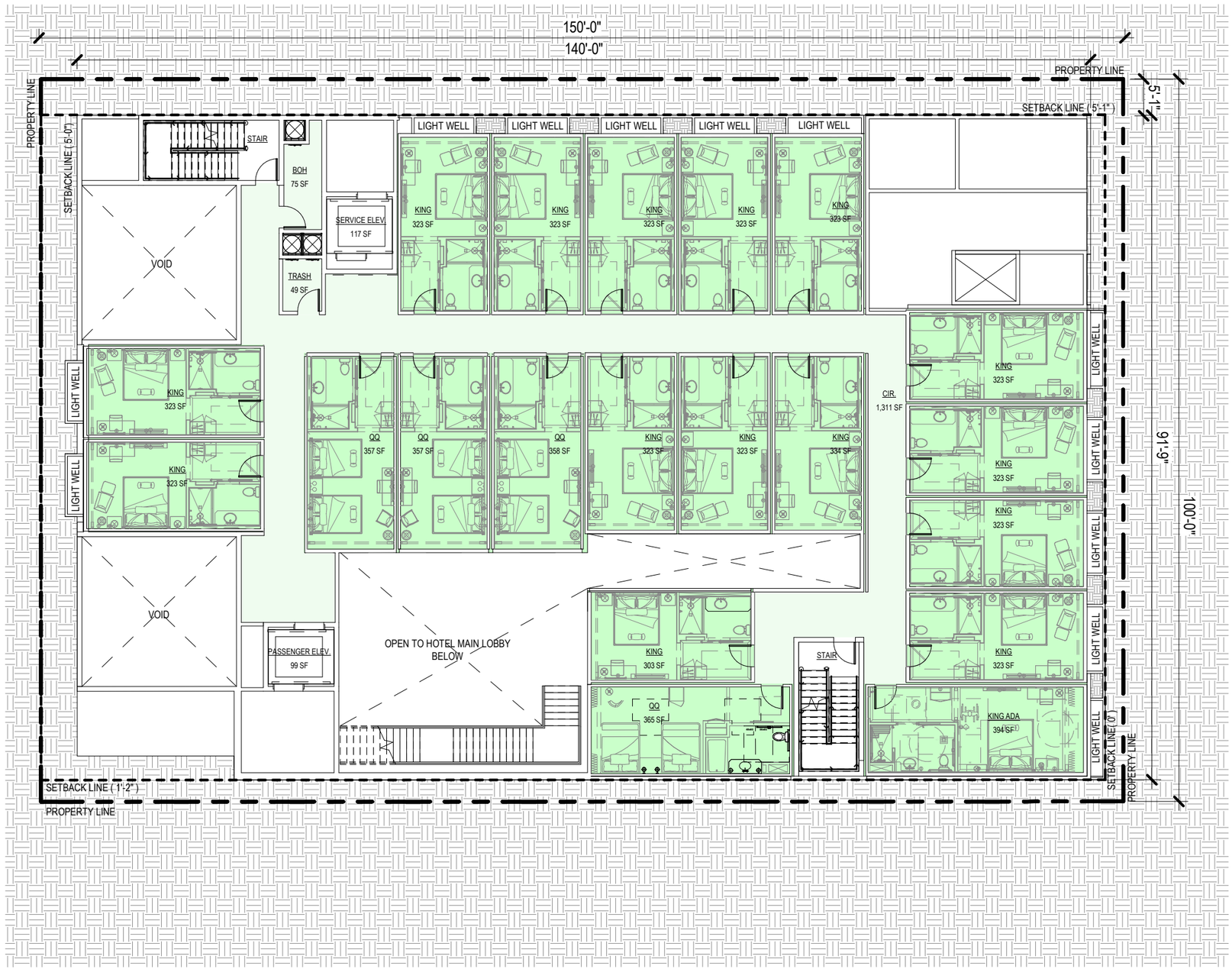
JACKSON, WY

FLOOR AREA
B2 - LOBBY

Architecture. Design. Relationships.

1.3

Scale As indicated
Job No. 2018-378
Date 05/15/24



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

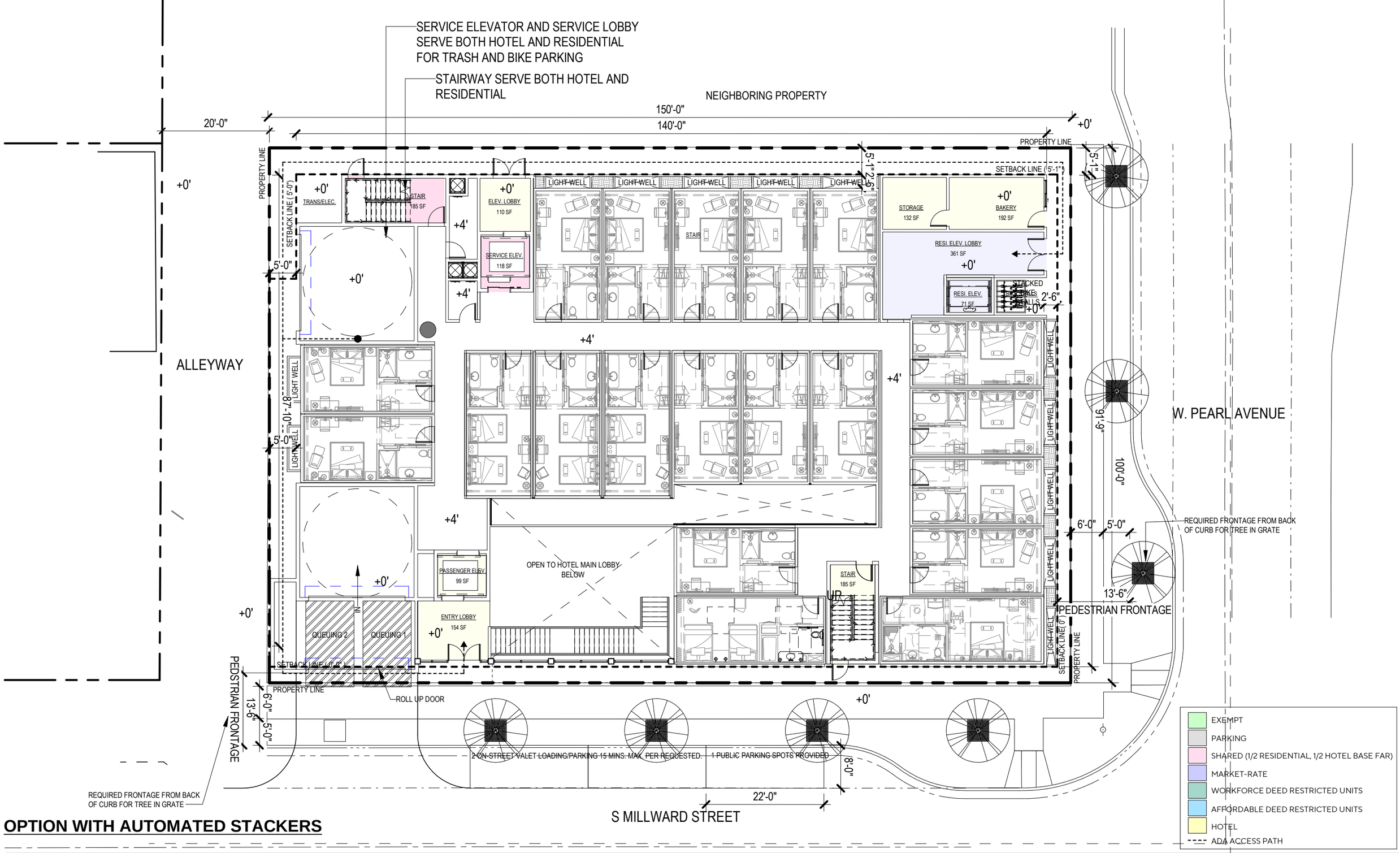
JACKSON, WY

FLOOR AREA
B1

Architecture. Design. Relationships.

1.4

Scale As indicated
Job No. 2018-378
Date 05/15/24



OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

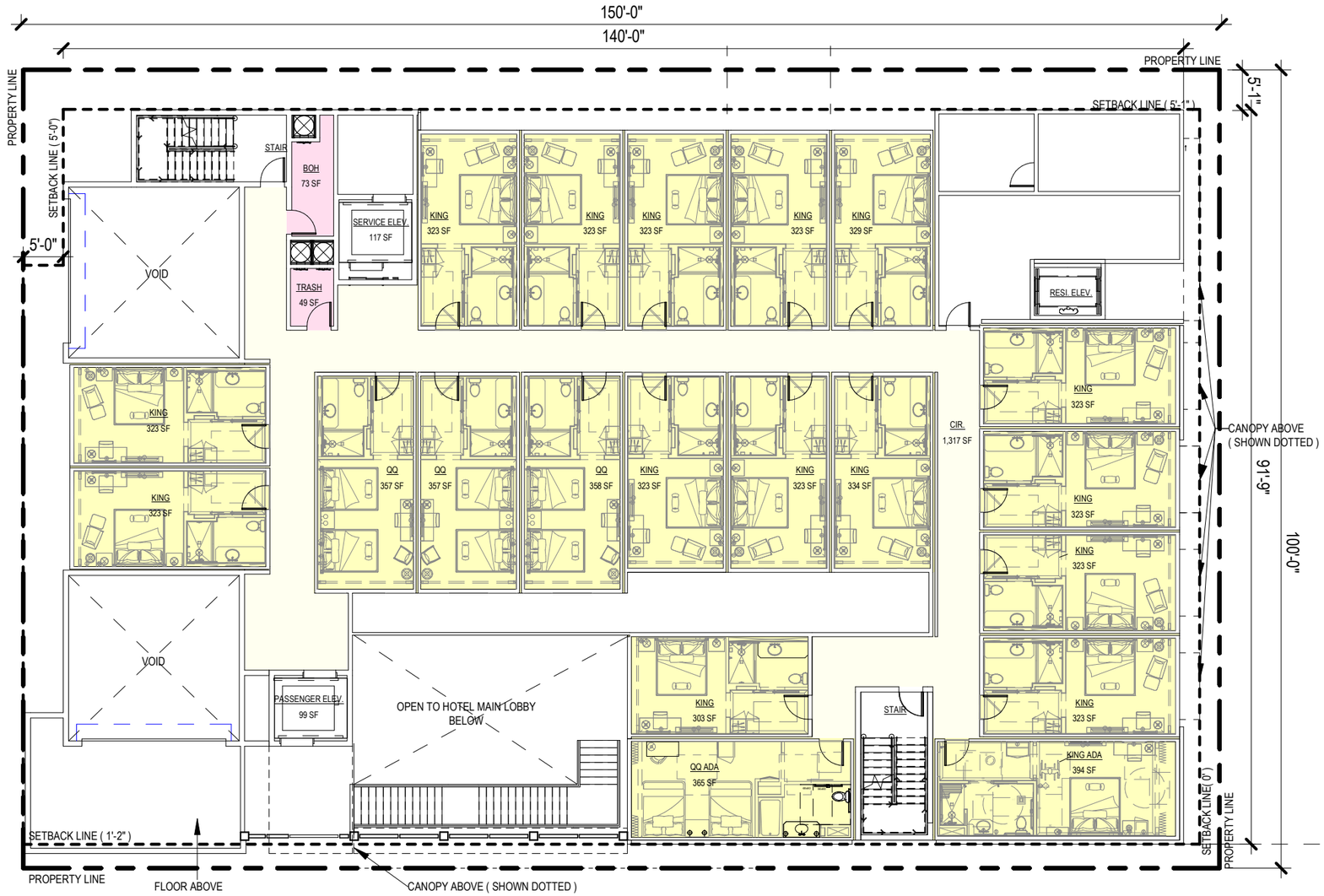
JACKSON, WY

FLOOR AREA
STREET LEVEL

Architecture. Design. Relationships.

1.5

Scale As indicated
Job No. 2018-378
Date 05/15/24



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

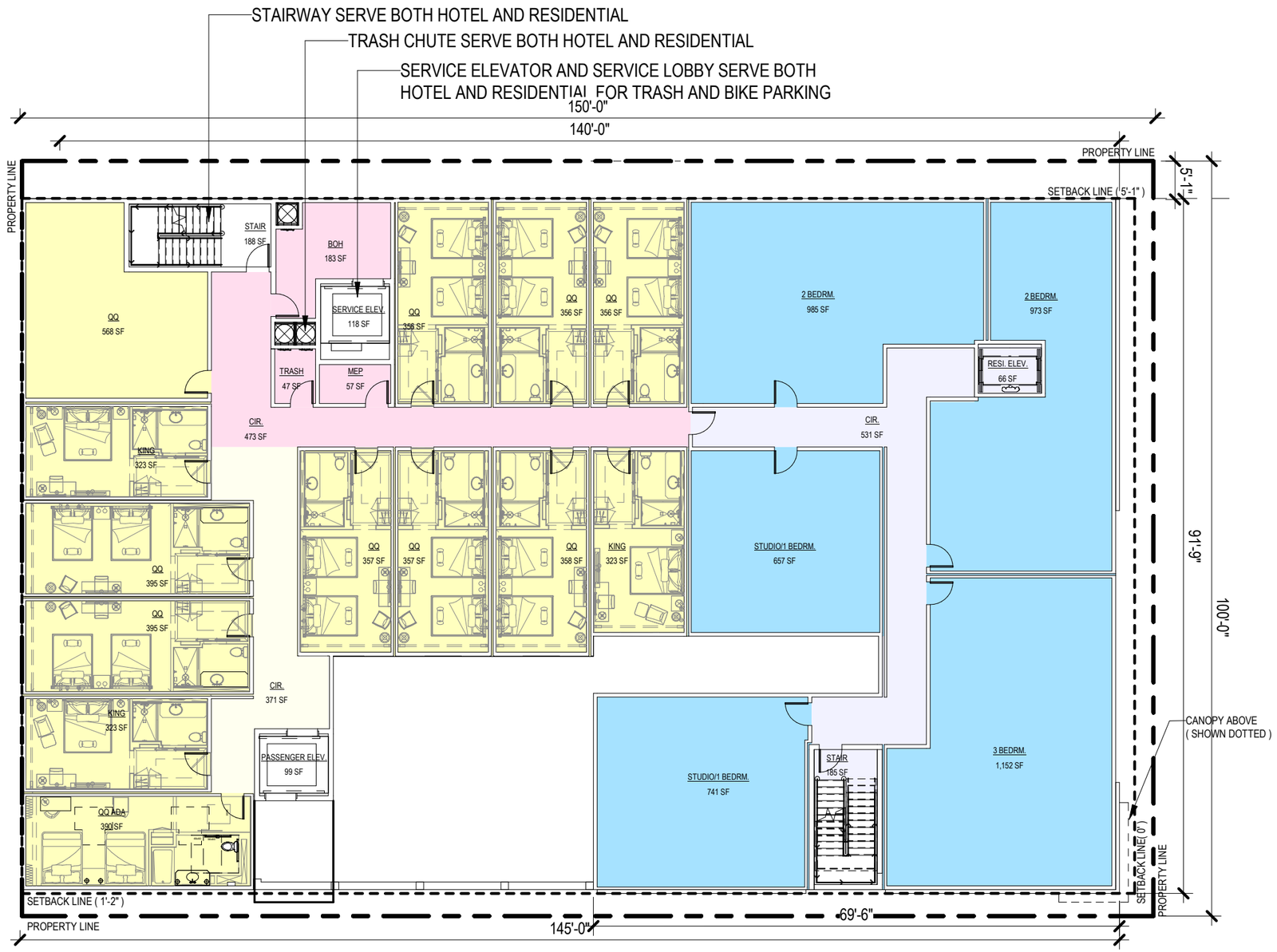
JACKSON, WY

FLOOR AREA
LEVEL 1

Architecture. Design. Relationships.

1.6

Scale As indicated
Job No. 2018-378
Date 05/15/24



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

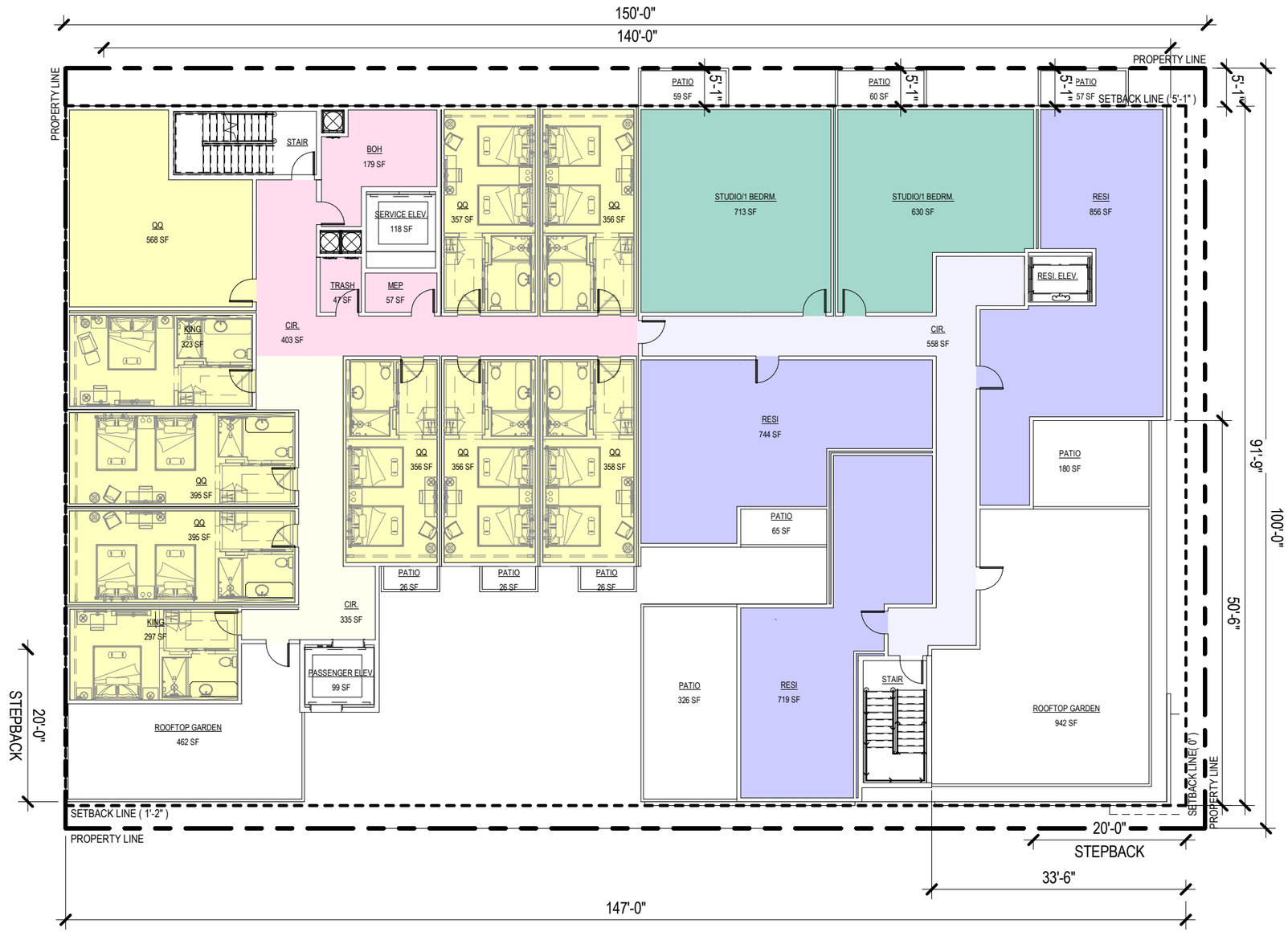
JACKSON, WY

FLOOR AREA
LEVEL 2

Architecture. Design. Relationships.

1.7

Scale As indicated
Job No. 2018-378
Date 05/15/24



91.75' X 0.6 = 55.05 FEET REQUIRED 20' SETBACK ALONG SOUTH FACADE FRONTAGE

55'-7" PROVIDED- COMPLIES

147' X 0.6 = 88.2' FEET REQUIRED 20' SETBACK ALONG WEST FACADE FRONTAGE

88.25' PROVIDED- COMPLIES

- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH AUTOMATED STACKERS

DAUNTLESS - MILWARD HOTEL

JACKSON, WY

FLOOR AREA
LEVEL 3

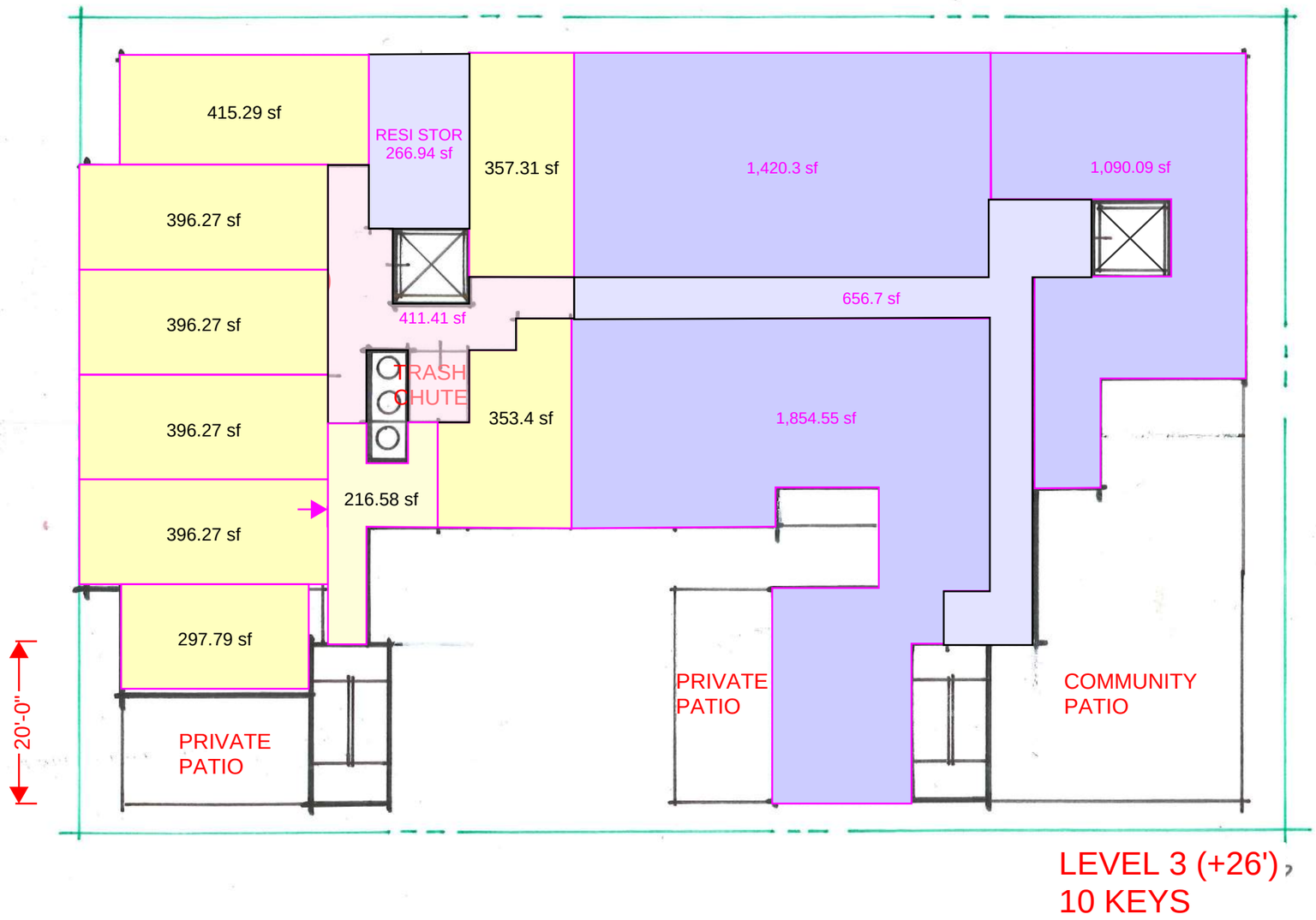
Architecture. Design. Relationships.

1.8

Scale As indicated
Job No. 2018-378
Date 05/15/24

LEVEL 3

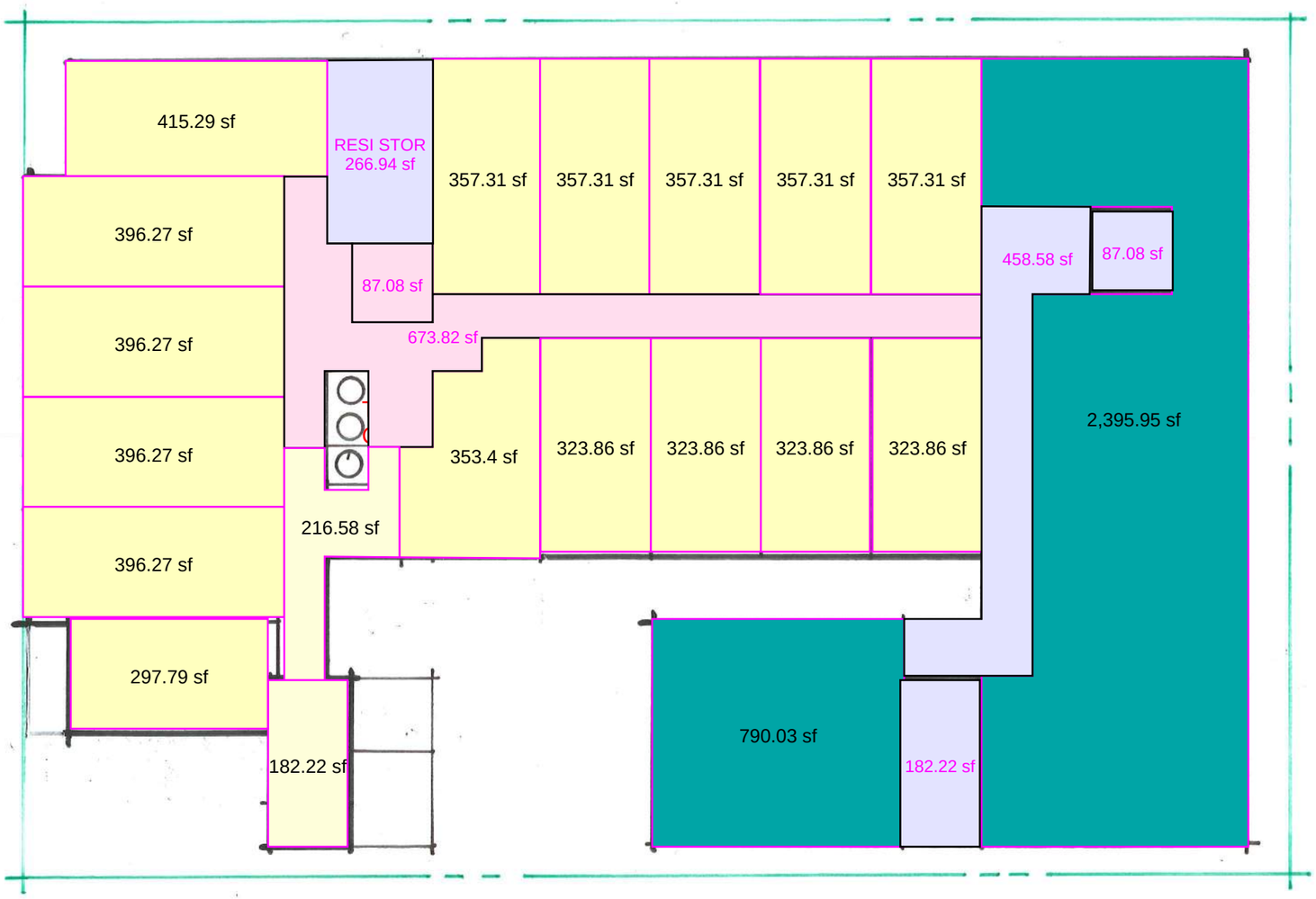
RESI - 5,306 SF
SHARED - 412 SF
HOTEL - 3,224 SF



OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

LEVEL 2

RESI - 4,181 SF
SHARED - 762 SF
HOTEL - 6,130 SF

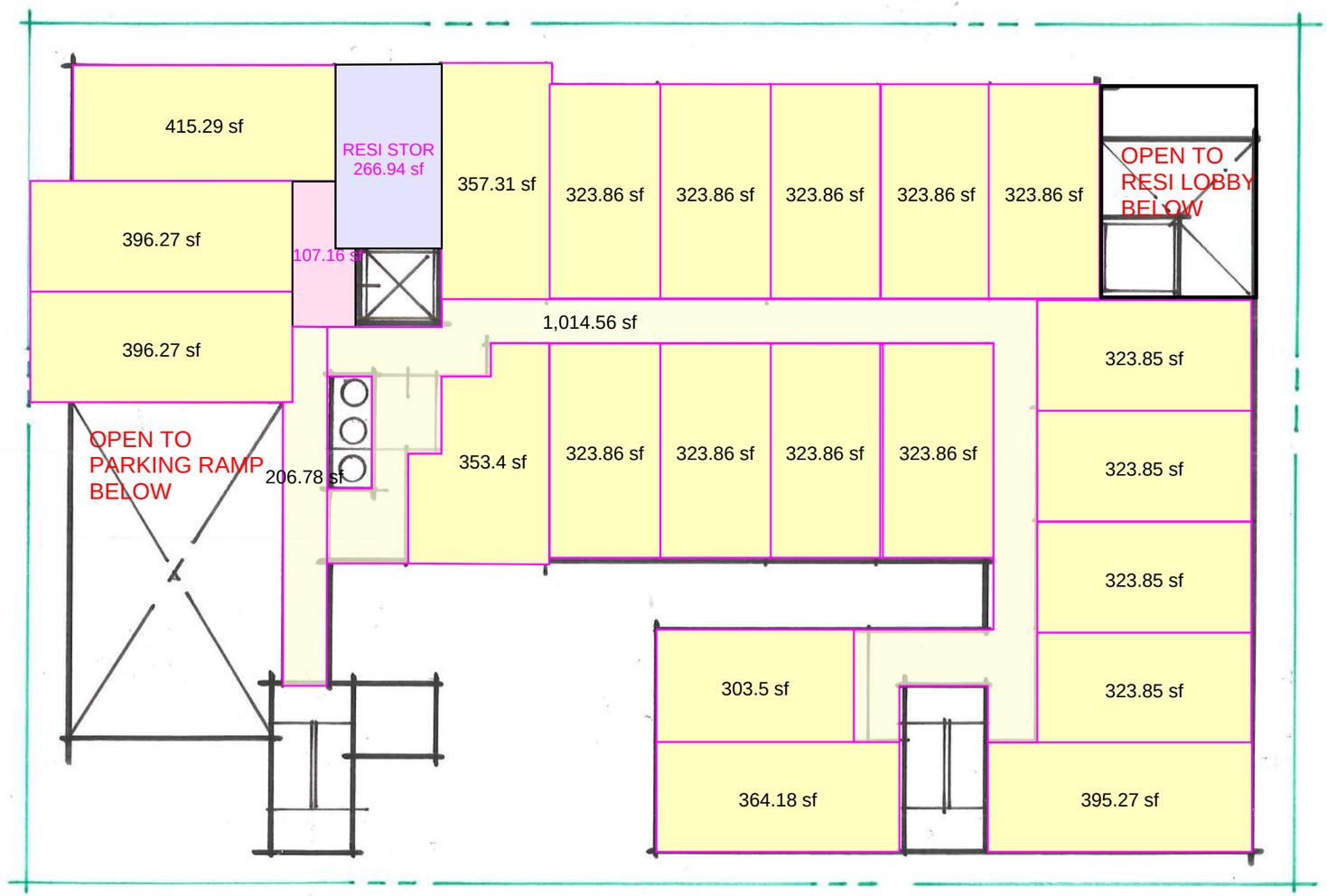


LEVEL 2 (+15')
16 KEYS

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

LEVEL 1

SHARED - 374 SF
HOTEL - 8,413 SF

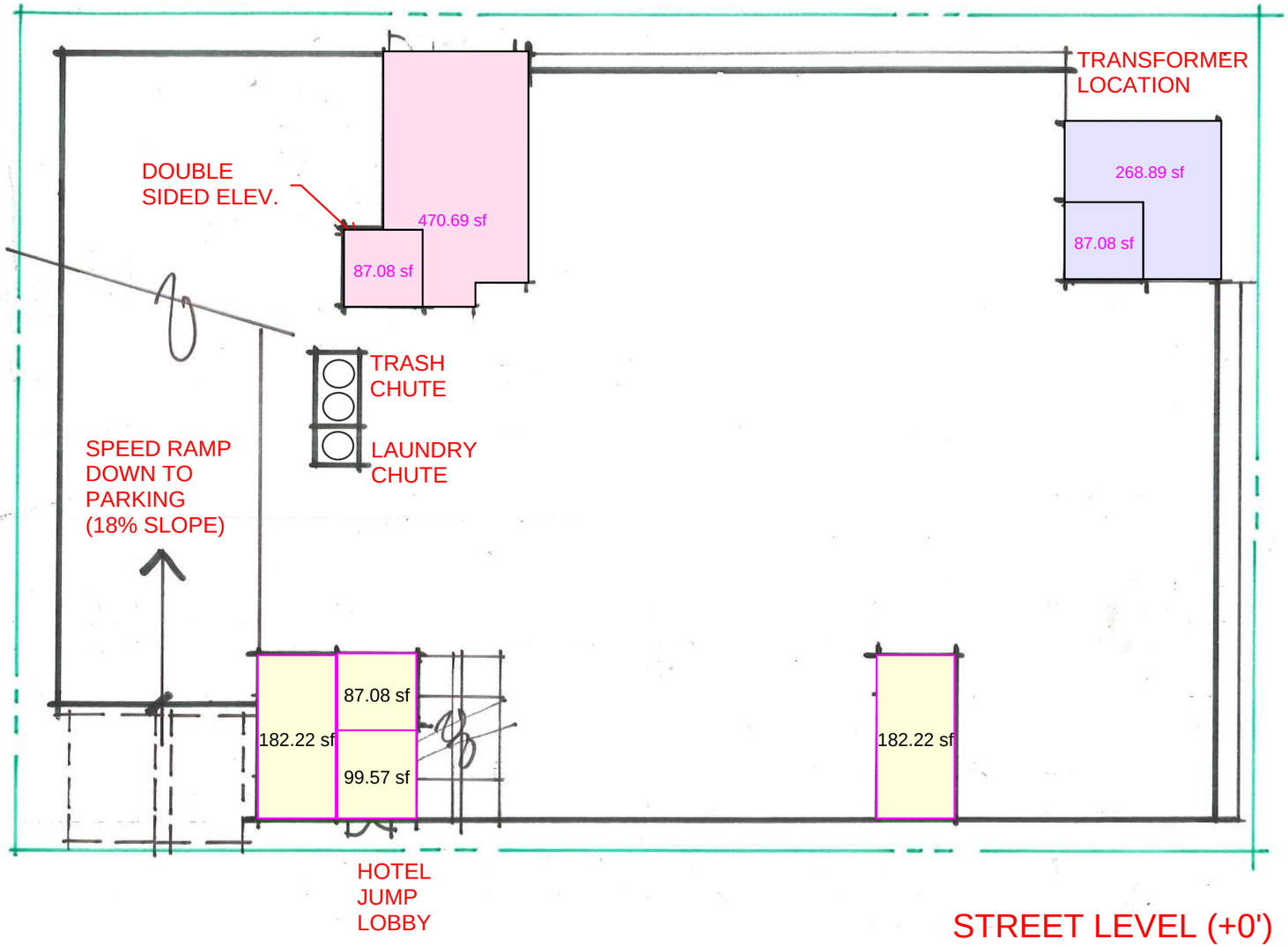


LEVEL 1 (+4')
21 KEYS

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

STREET LEVEL

HOTEL - 551 SF
SHARED - 558 SF
RESI - 356 SF



TOTAL HOTEL KEYS - 64
- LEVEL 3 - 10
- LEVEL 2 -16
- LEVEL 1 - 21
- LEVEL B1 - 17

TOTAL RESIDENTIAL UNITS - 6

PARKING REQUIRED: 57
- HOTEL - 48
- RESIDENTIAL - 9

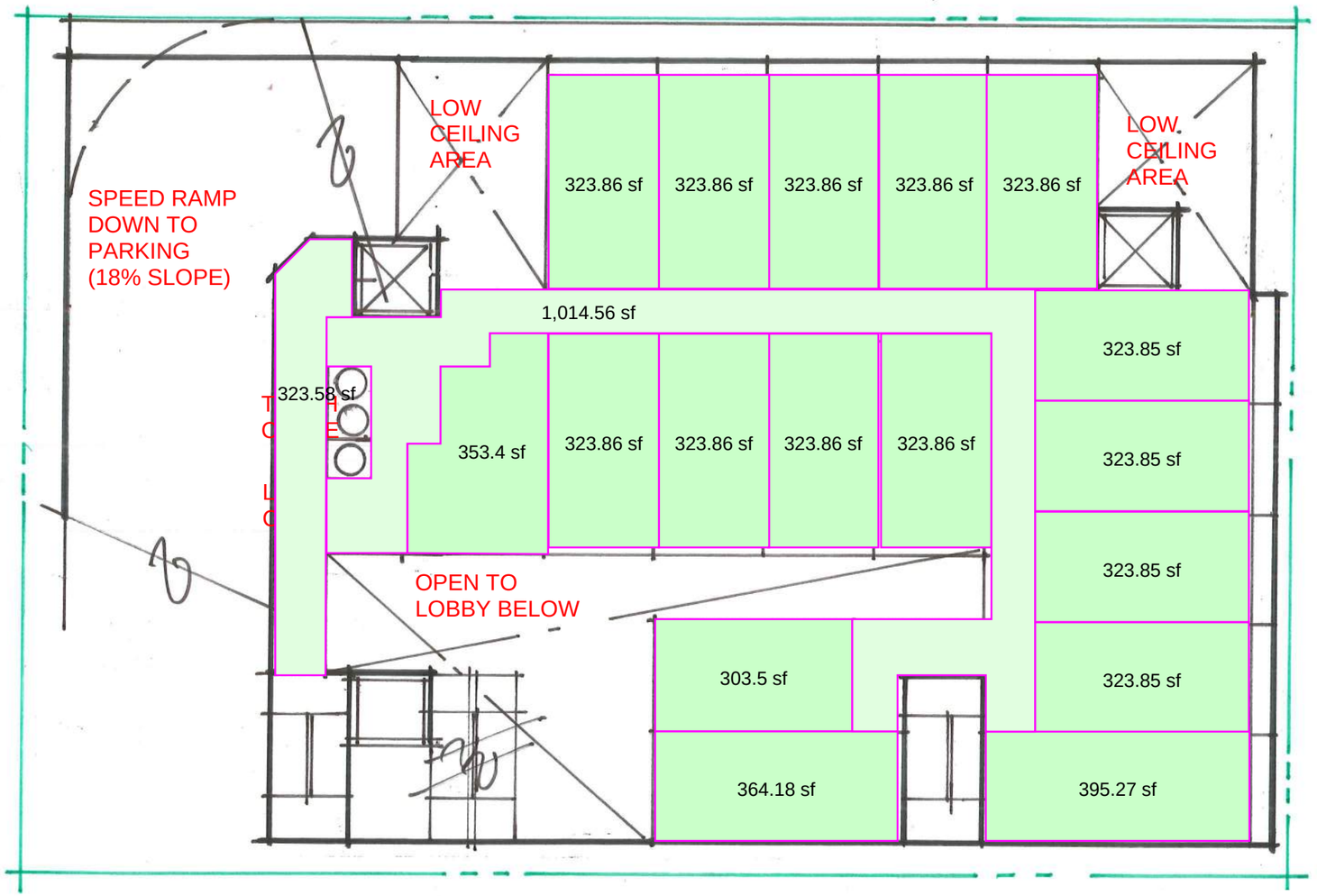
PARKING PROVIDED: 58

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'



LEVEL B1

EXEMPT - 6.965 SF

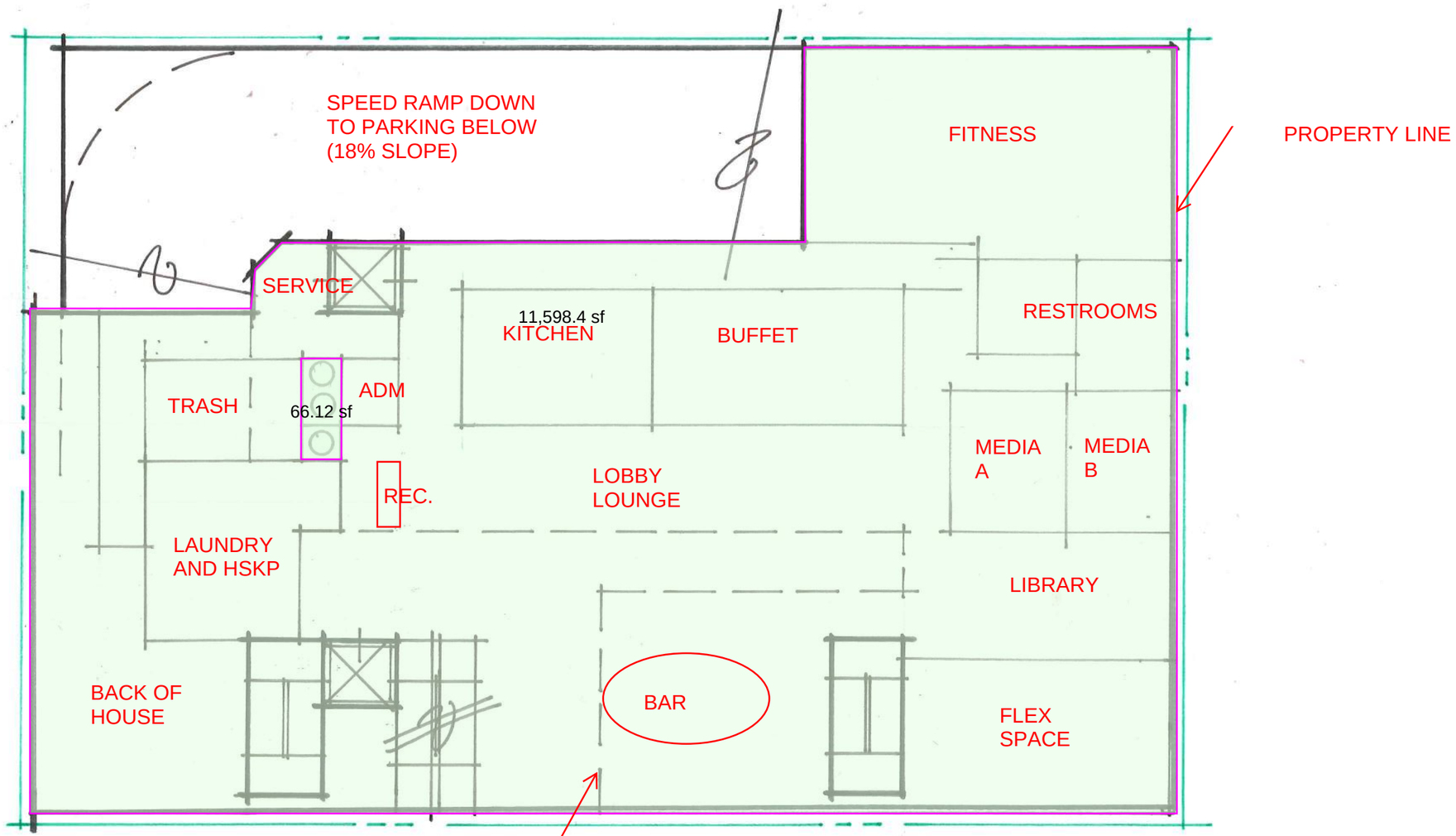


LEVEL B1 (-6')
17 KEYS

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

LEVEL B2

EXEMPT - 11,532 SF

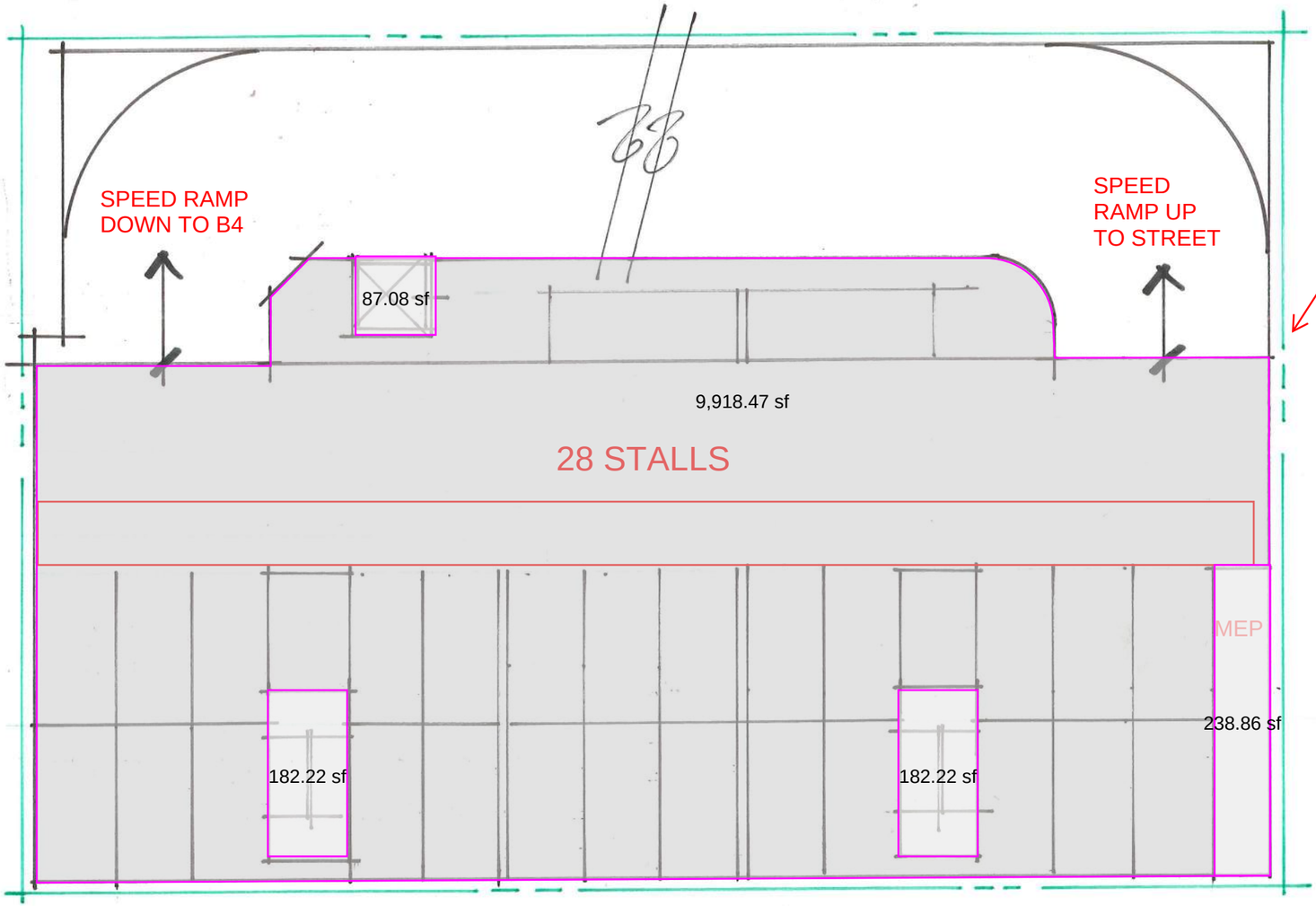


LEVEL B2 (+19')

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

LEVEL B3

EXEMPT - 239 SF
PARKING - 9,227 SF

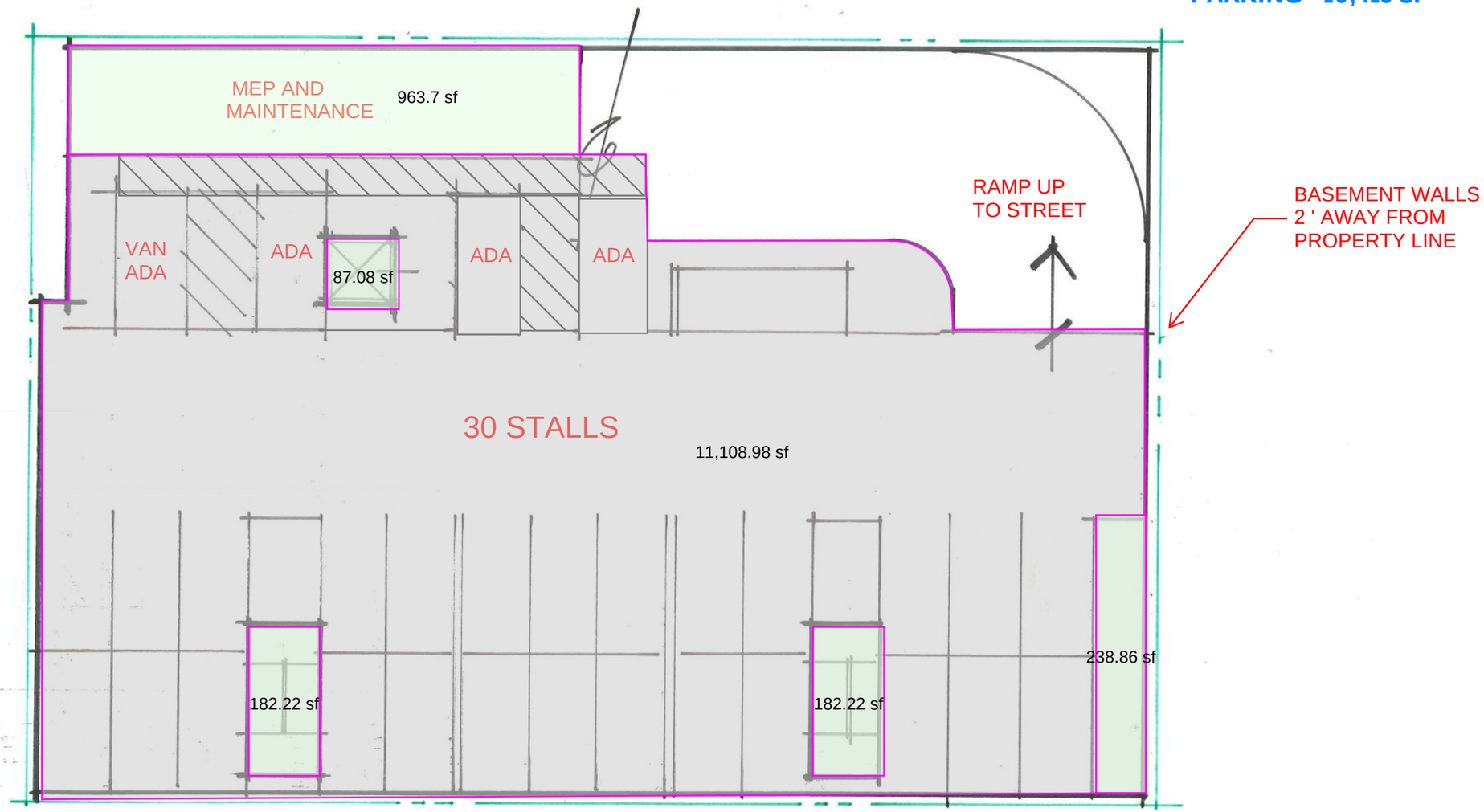


LEVEL B3 (-29')

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

LEVEL B4

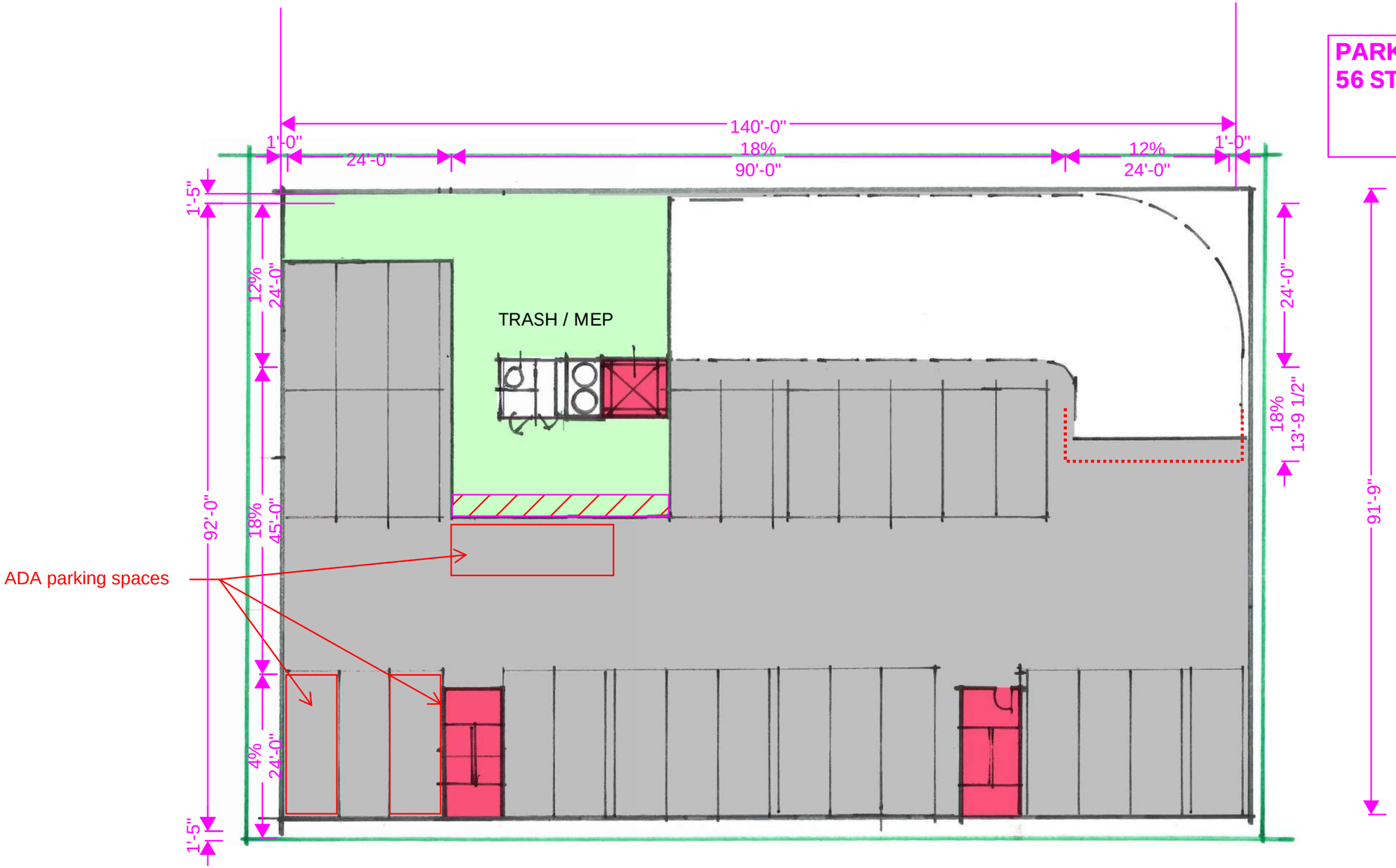
EXEMPT - 1,654 SF
PARKING - 10,419 SF



LEVEL B4 (-39')

OPTION WITH TRADITIONAL PARKING IN UNDERGROUND GARAGE - EQUIVALENT DEPTH AS PROPOSED WITH AUTOMATED STACKERS -39'

PARKING :
56 STALLS



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B-3 (-34.5')

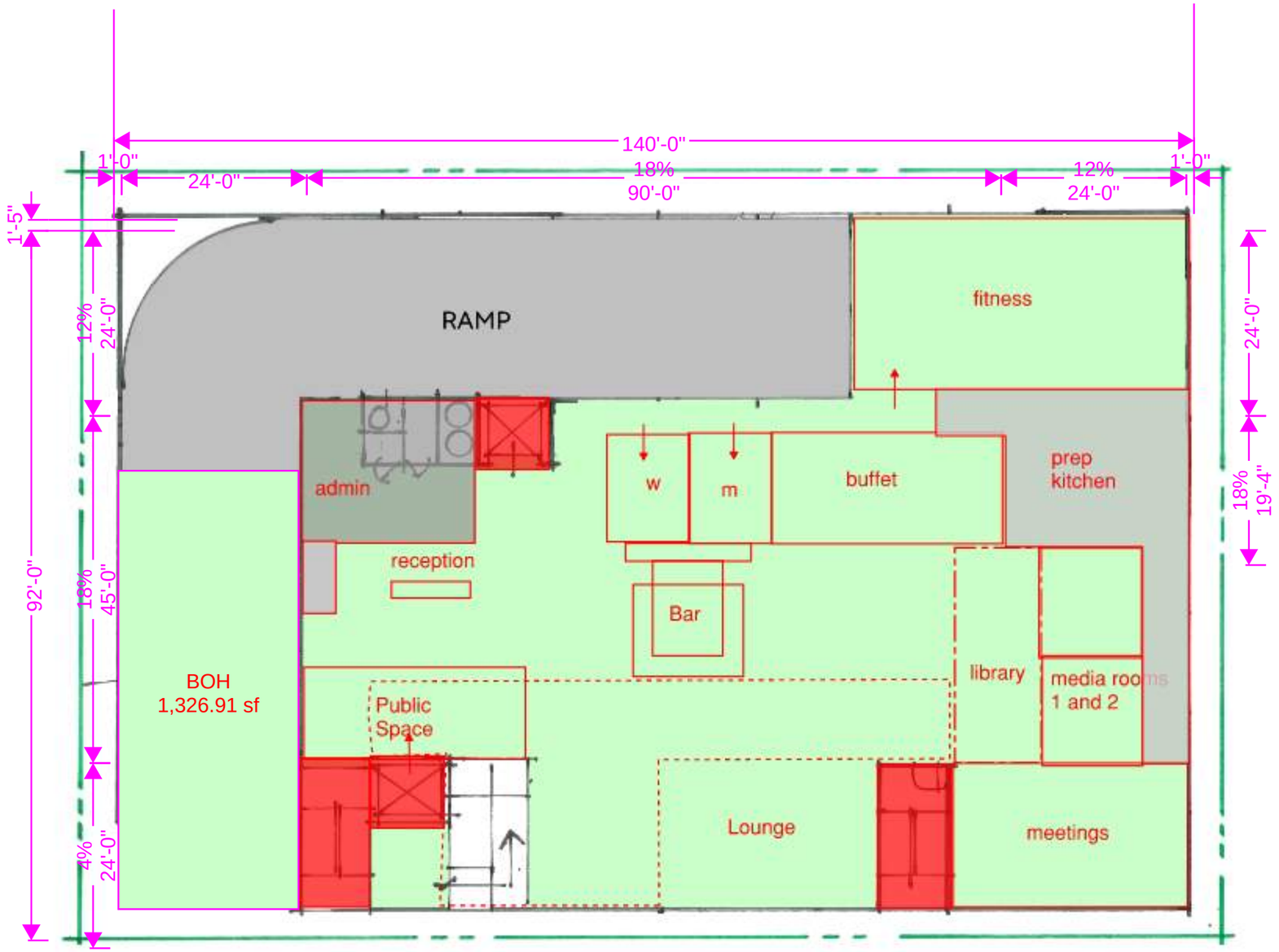
N

0 16' 32'

SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B2 (-19')

N

0 16' 32'

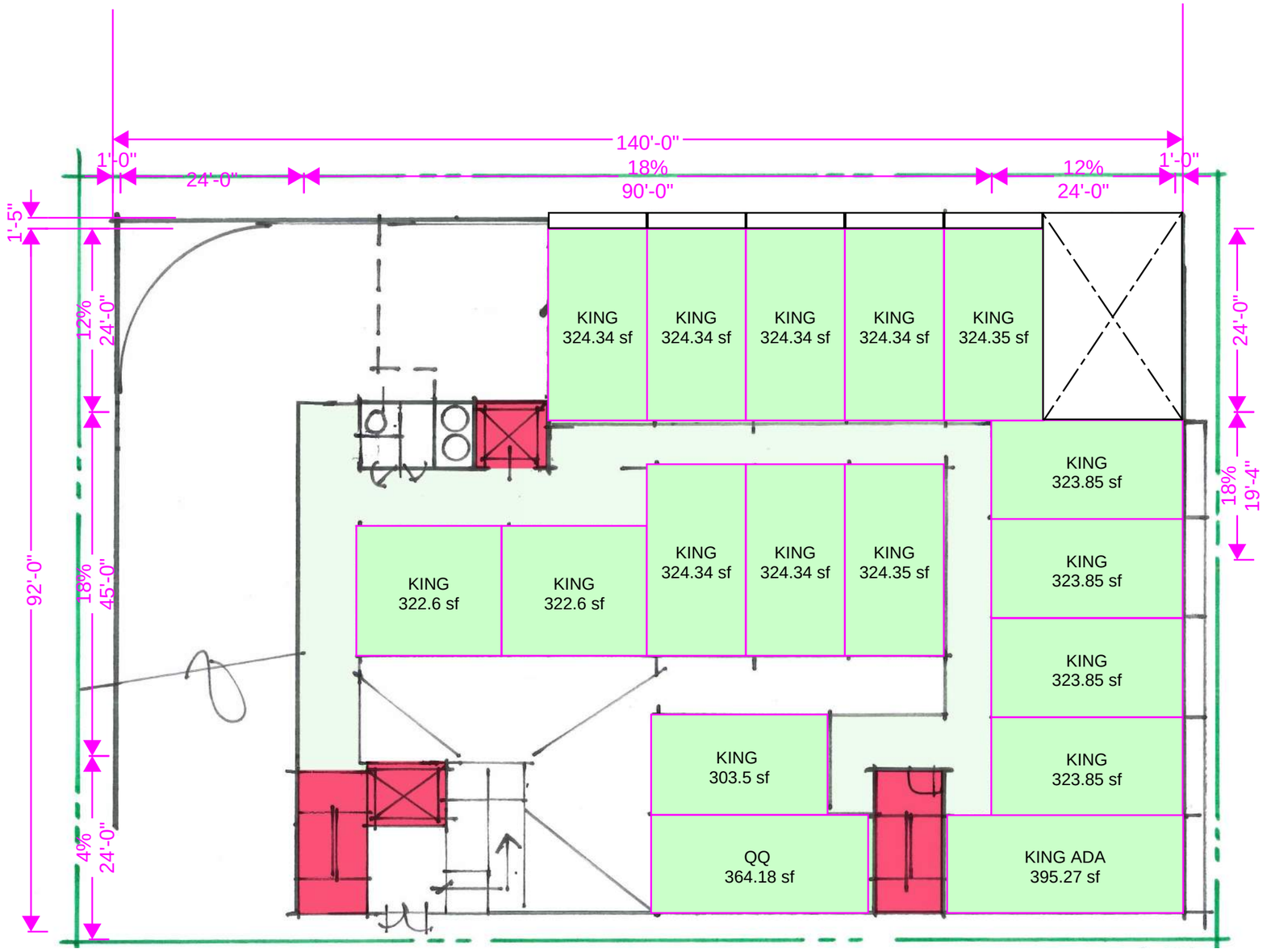
SCALE: 1" = 16'

Architecture. Design. Relationships.

4

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21

HOTEL GUESTROOM :
B1 - 17 KEYS



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B1 (-6')

N

0 16' 32'

SCALE: 1" = 16'

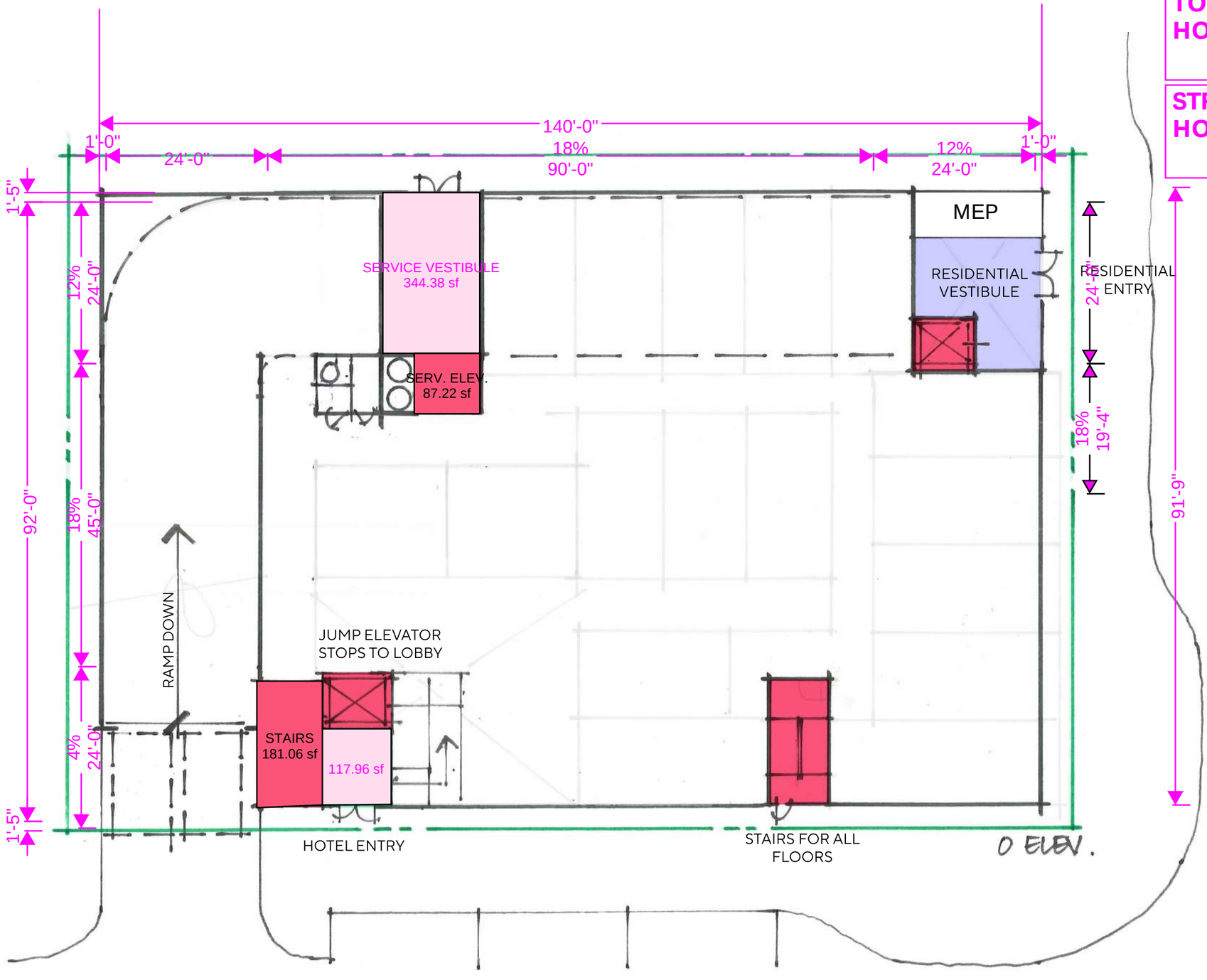
Architecture. Design. Relationships.

5

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21

TOTAL :
HOTEL FAR: 19,298 SF

STREET -
HOTEL FAR: 604 SF



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

HOTEL

JACKSON, WY

DAUNTLESS CAPITAL PARTNERS

FLOOR PLAN - STREET LEVEL (0')

N

0 16' 32'

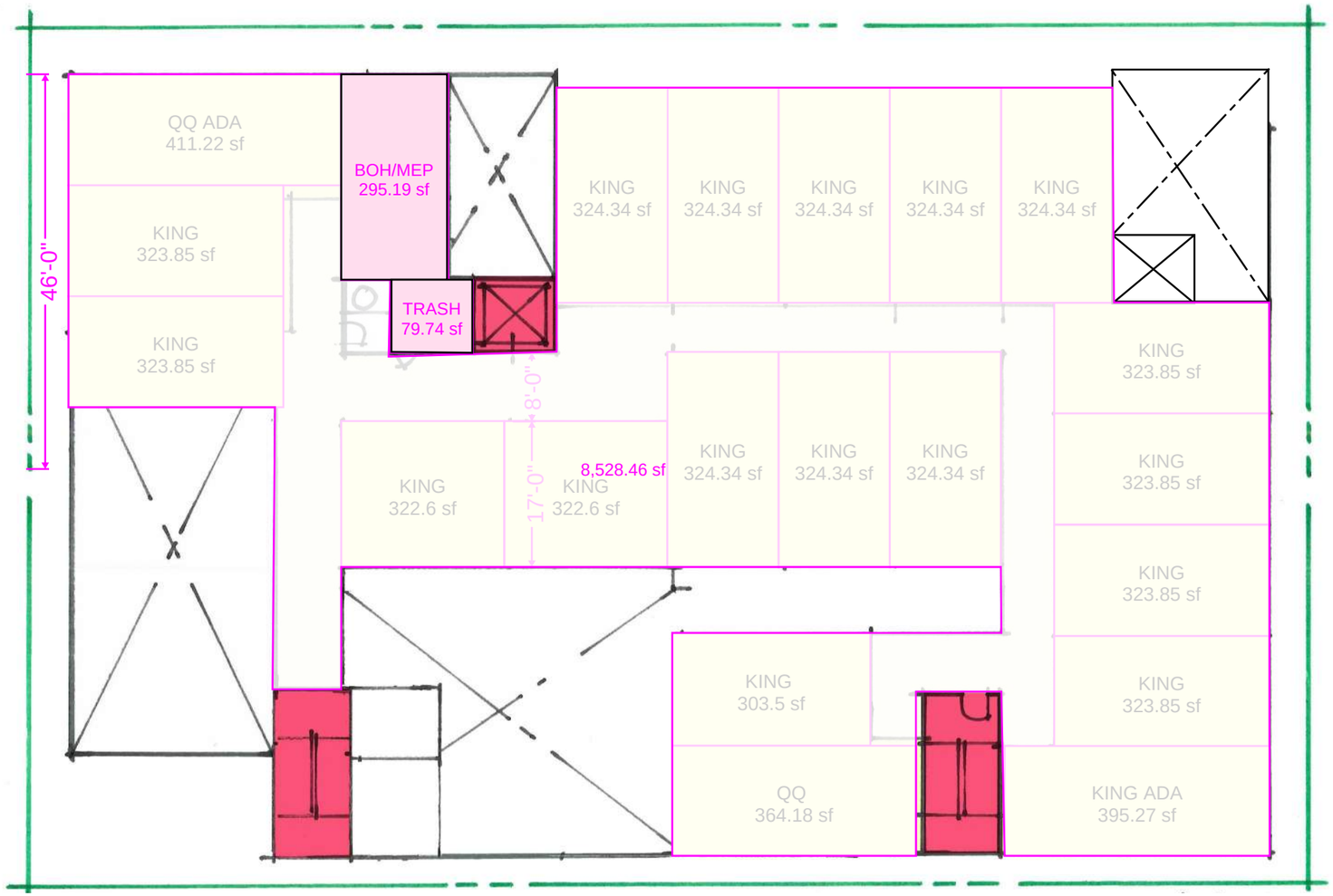
SCALE: 1" = 16'

Architecture. Design. Relationships.

6

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21

HOTEL GUESTROOM :
L1 - 20 KEYS
HOTEL FAR: 8,338 SF



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL

JACKSON, WY

N

FLOOR PLAN - LEVEL 1 (+6')

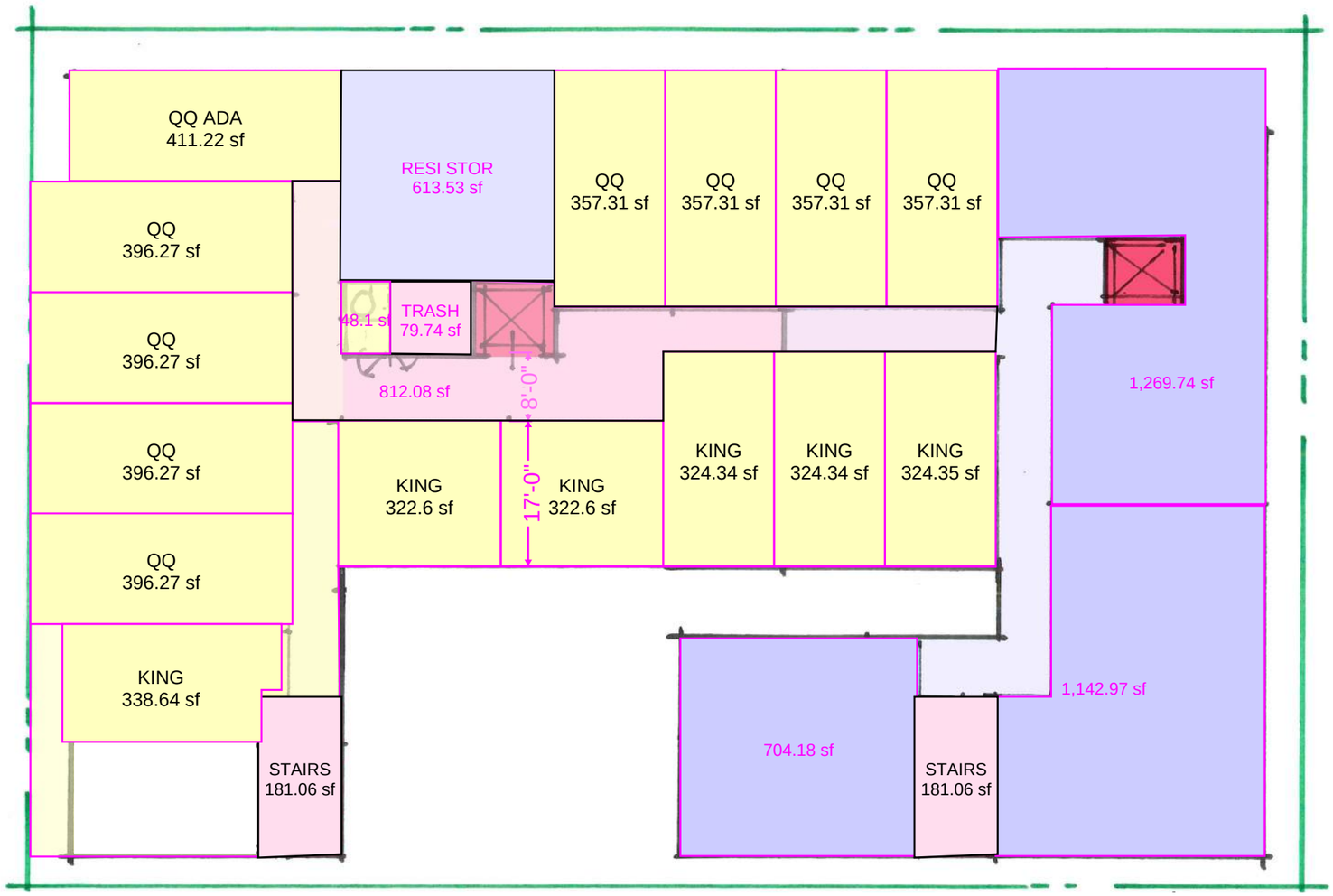
0 16' 32'

SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21

HOTEL GUESTROOM :
L2 - 15 KEYS
HOTEL FAR: 6,189 SF



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 2 (+15')

N

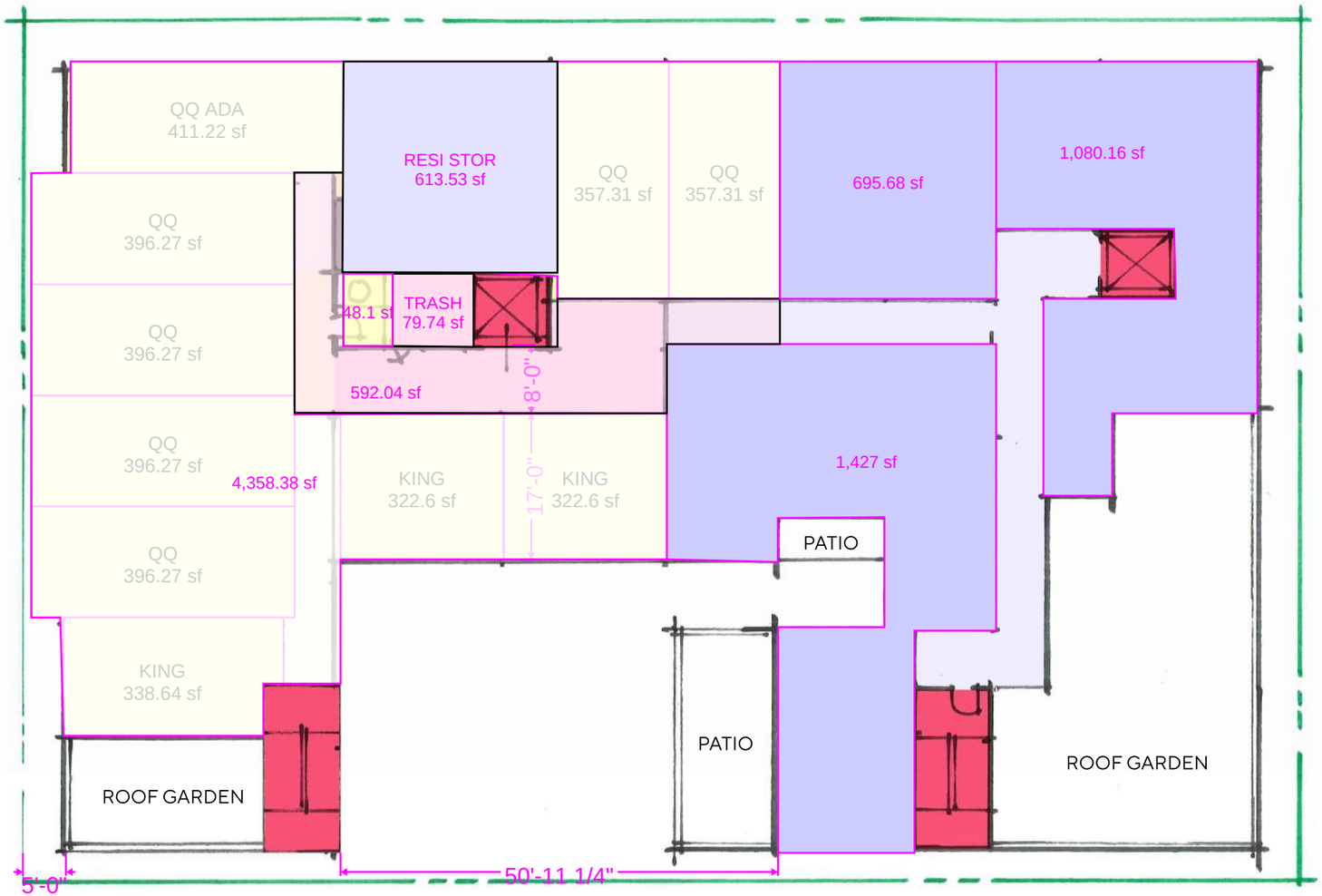
0 16' 32'

SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21

HOTEL GUESTROOM :
L3 - 10 KEYS
HOTEL FAR: 4,167 SF



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL
JACKSON, WY

FLOOR PLAN - LEVEL 3 (+26')

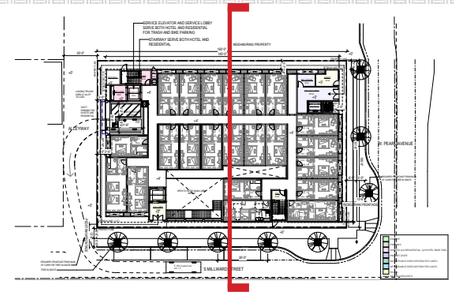
N

0 16' 32'
SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-07-21

PROPERTY LINE
SETBACK LINE (5' -1")
SETBACK LINE (1'-2")
PROPERTY LINE
BLDG. HT. LIMIT
TOR 38' TOP 42'
TOP
42' - 0"
TOR
38' - 0"
LEVEL 3
26' - 0"
LEVEL 2
15' - 0"
LEVEL 1
4' - 0"
STREET LEVEL
0' - 0"
B1
-6' - 0"
B2 - LOBBY
-19' - 0"
B3-M1
-29' - 0"
B3
-39' - 0"
12'-0"
11'-0"
11'-0"
10'-0"
13'-0"
20'-0"
34'-6"
7'-9"
7'-9"
16'-0"
10'-0"
8'-0"
GUEST RM.
CIR.
GUEST RM.
GUEST RM.
CIR.
GUEST RM.
GUEST RM.
CIR.
GUEST RM.
46'-0"
LIGHT WELL OPEN TO SKY
BUILDING PERIMETER
AT < 4' ABOVE FINISH
GRADE
RAMP DN.
LAUNDRY/BOH
PARKING



OPTION WITH RAMP AND MANUAL STACKERS

DAUNTLESS CAPITAL PARTNERS

HOTEL

JACKSON, WY

0 16' 32'
SCALE: 1" = 16'

Architecture.
Design.
Relationships.

18

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07

3

Preliminary Traffic Counts and Memo

NELSON ENGINEERING SINCE 1964
Professional Engineers & Land Surveyors
JACKSON, WY | BUFFALO, WY | VICTOR, ID NELSONENGINEERING.NET

August 14, 2025 DD/AA/23-414-03

Dauntless Development
Town of Jackson P25-007 and CUP P25-046

Millward Hotel Trip Generation Memorandum

Includes: Data Collection Summary, Trip Generation Discussion and Density Delta for traditional garage vs automated garage

INTRODUCTION and SUMMARY

This Millward Hotel Trip Generation Memorandum examines four intersections surrounding and potentially affected by the volumes of peak hour vehicle trips generated by the proposed Hotel to be located at 50 Millward Street in the Town of Jackson. The Millward Hotel will be located on the Northeast corner of the Millward and Pearl intersection. The proposed Hotel consists of 64 hotel rooms, 10 residential units, and 130 square feet of café space, all of which will replace 12 existing hotel rooms at the subject property. There is total estimated trip generation of around 40 peak hour vehicles on weekday peak hour intervals and 50 vehicles on the weekend based on the proposed redevelopment. Although the additional trips generated meet and exceed the thresholds for a TIS requirement, the additional trips appear to have a relatively low overall impact as far as total peak hour vehicles and level of service on the intersections evaluated in this report.

DATA COLLECTION (Figures G-1 through G-8, C)

Traffic cameras were set up at the Glenwood & Pearl, Millward & Pearl, and Millward & Broadway intersections for this study. The town square livecam at Yeah Buddy Pizza was used for all Cache and Broadway traffic counts. This camera does not show one leg of the pedestrians crossing the crosswalk and the heavy foot traffic raised concerns with setting up a traffic camera that is susceptible to theft or damage, so the counts were done manually. All intersections were monitored from 6:00 AM to 10:00 A.M., and 2:00 PM to 7:00 P.M. on Tuesday, Wednesday, and Saturday the 15th, 16th, and 19th of July, 2025 respectively.

Video Data was collected and uploaded onto Nelson Engineering's private server for review where the total vehicle counts during each peak hour was found for all intersections, days and peak hour intervals. This process was expediated by selectively finding the peak hour volume through video review and the 30 minutes on either side of it to verify the location of each peak hour as seen in Figure G-1 through G-4. The peak hours were found to be consistent for each A.M. and P.M. interval between intersections, so uniform peak hours during A.M. and P.M. intervals were chosen to simplify the review of this study as seen in figures G-5 through G-8. This will also help identify an exact time interval for where to apply peak hour trips added by the hotel for both weekdays and weekend.

Pedestrian and cyclist total volumes were recorded at 15-minute intervals during each peak hour, but their direction of travel was not included in and was outside the scope of this study as seen in Figure C. Tuesday's total vehicle volume was found to be within 3% of Wednesday's, so Tuesday was chosen as the singular

weekday of vehicle movement counts along with Saturday the 19th. Direction of travel and volume for vehicles was then recorded for light (under 10,000lbs) and heavy (over 10,000lbs) vehicles. Peak hour factors were calculated using the total intersection volume instead of by leg of intersection or individual movement.

TRIP GENERATION AND DATA ANALYSIS (Figures A, B, D, E, F)
Figure A shows the existing and estimated added generated trips by the Millward Hotel. The estimated trip generation rates from the ITE (Institute of Transportation Engineers) 11th edition were used to estimate the without hotel (Figures A-1 and A-2) and with hotel (Figures A-5 and A-6) trip generation estimates assuming 64 hotel rooms, 130 square feet of café space, and 10 housing units. As stated above, there is total estimated trip generation of around 40 peak hour vehicles on weekday peak hour intervals and 50 vehicles on the weekend.

Trip generation rates were distributed based on the existing volumes of each vehicular movement inbound and outbound from the proposed hotel within the area of the project. One exception made to this distribution is that the existing split between the two intersections immediately north and south of the hotel (Millward and Broadway to the north and Millward and Pearl to the south) is 70% and 30% by volume, a split of 80% traffic added to the northern intersection and 20% to the southern intersection was chosen. The reasoning behind this decision can be seen in figures D-1 and D-2 where the most common routes from the north and south of town into the hotel were given priority since guests will likely not be local and will mostly be using online mapping tools to navigate within Jackson.

This traffic impact is shown in full within Figures E-1 through E-4 and mapped out using turning movement diagrams within figures E-5a through E-5h (weekday) and E-6a through E-6h (weekend). The level of service change for all four intersections shown as a percentage of total leg volume was deemed to be minimal considering the ratio of added volumes to each intersection everywhere except the south leg of the Millward and Broadway intersection. The south leg of the Millward and Broadway Intersection has a 14% added traffic volume on weekday peak hours and a 20% increase on weekends. Although these percentage increases appear significant, the background peak hour traffic volume of the leg is only 112 on weekdays, and 75 on the weekend. These existing volumes are low enough to conclude that the increases will have an insignificant impact on the existing level of service at the intersection, which visually classifies as LOS B (please note that LOS was not computed for the signalized intersections for the purposes of this Memo).

Figures F-1 and F-2 show the existing as well as estimated total peak hour movement counts on non-signalized intersections (Millward and Pearl and Glenwood and Pearl). Figures B-1 and B-2 summarize the change in level of service for non-signalized intersections where the addition of these trips have minimal impact on the overall level of service of the calculated intersections.

SITE ACCESS ASSESSMENT
The Millward Hotel should typically be accessed by using the Millward and Pearl intersection so that vehicles arrive on the northbound leg of Millward and can que for automated parking. The hotel will direct visitors to Pearl Street when accessing the hotel. The egress from the parking garage uses the west-bound-only alley on the north side of the hotel such that vehicles will then have the option of a right (north) or left (south) turn onto Millward. Exiting northbound traffic and exiting southbound traffic are well served by the intersections at Pearl and Millward and the signalized intersection at Millward and Broadway

In practice, the proposed entrance and exit locations place all 40 weekday and 50 weekend peak hour generated vehicle trips onto Millward Street between the Pearl and Broadway intersections. Based upon this level of study, with existing light traffic on Millward southbound and minimal increase proposed, it seems unnecessary to provide any traffic improvements for the additionally generated southbound traffic. For northbound traffic, despite the potential net increase, the signalized intersection with an (estimated) existing and proposed LOS of B also does not appear to warrant a significant physical traffic mitigation measures such as addition of a turn lane.

MULTIMODAL CONSIDERATIONS

Pedestrian and cyclist traffic counts were conducted and are presented in Figure C. The hotel is positioned well for pedestrian, bicycle, and public transit options being nearby which might assist in lowering total generated vehicular trip counts. Interior bike storage and exterior bike racks are to be provided at the proposed hotel.

DENSITY DELTA (TRADITIONAL VS AUTOMATED PARKING)

An analysis of how many parking spaces can be accommodated by a traditional underground parking structure with ramp and how many parking spaces can be accommodated by use of the proposed automated (Utron) parking system was conducted and is presented in Figure H. The analysis also indicates the key/residential unit density accommodated by each parking type. In conclusion, automated parking can provide 65 parking spaces for 64 hotel keys, 10 residential units and a small café/bakery space. In comparison, the traditional garage with ramp(s) can provide 58 parking spaces for 62 hotel keys, and 6 residential units. (Please note that peak hour net trip generation of this report is based on the density accommodated by the automated parking type).

Prepared under the direction of and submitted by David Dufault, PE



FIGURE A-1
MILLWARD HOTEL
PROPOSED DEVELOPMENT WEEKDAY VEHICULAR TRIP GENERATION

A.M. PEAK HOUR TRIP GENERATION (WEEKDAY)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	A.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		64	0.46	56%	44%	16.49	12.95
Cafe Space	936	0.13	1	93.08	51%	49%	6.17	5.93
Employee Housing	220		10	0.4	24%	76%	0.96	3.04
TOTAL							24	22

P.M. PEAK HOUR TRIP GENERATION (WEEKDAY)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		64	0.59	51%	49%	19.26	18.50
Cafe Space	936	0.13	1	32.29	50%	50%	2.10	2.10
Employee Housing	220		10	0.51	63%	37%	3.21	1.89
TOTAL							25	23

SOURCE: TRIP GENERATION RATES TAKEN FROM
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 11TH EDITION*

FIGURE A-2

MILLWARD HOTEL
PROPOSED DEVELOPMENT WEEKEND VEHICULAR TRIP GENERATION

A.M. PEAK HOUR TRIP GENERATION (WEEKEND)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	A.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		64	0.72	56%	44%	25.80	20.28
Cafe Space	936	0.13	1	56.5	49%	51%	3.60	3.75
Employee Housing	220		10	0.41	50%	50%	2.05	2.05
TOTAL							32	27

P.M. PEAK HOUR TRIP GENERATION (WEEKEND)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		64	0.72	56%	44%	25.80	20.28
Cafe Space	936	0.13	1	56.5	49%	51%	3.60	3.75
Employee Housing	220		10	0.41	50%	50%	2.05	2.05
TOTAL							32	27

SOURCE: TRIP GENERATION RATES TAKEN FROM
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 11TH EDITION*

FIGURE A-3
MILLWARD HOTEL
EXISTING DEVELOPMENT WEEKDAY VEHICULAR TRIP GENERATION

A.M. PEAK HOUR TRIP GENERATION (WEEKDAY)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	A.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		12	0.46	56%	44%	3.09	2.43
Cafe Space	936	0		93.08	51%	49%	0.00	0.00
TOTAL							4	3

P.M. PEAK HOUR TRIP GENERATION (WEEKDAY)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		12	0.59	51%	49%	3.61	3.47
Cafe Space	936	0		32.29	50%	50%	0.00	0.00
TOTAL							4	4

SOURCE: TRIP GENERATION RATES TAKEN FROM
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 11TH EDITION*

FIGURE A-4
MILLWARD HOTEL
EXISTING DEVELOPMENT WEEKEND VEHICULAR TRIP GENERATION

A.M. PEAK HOUR TRIP GENERATION (WEEKEND)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	A.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		12	0.72	56%	44%	4.84	3.80
Cafe Space	936	0		56.5	49%	51%	0.00	0.00
Employee Housing								
TOTAL							5	4

P.M. PEAK HOUR TRIP GENERATION (WEEKEND)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		12	0.72	56%	44%	4.84	3.80
Cafe Space	936	0		56.5	49%	51%	0.00	0.00
Employee Housing								
TOTAL							5	4

SOURCE: TRIP GENERATION RATES TAKEN FROM
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 11TH EDITION*

FIGURE A-5
MILLWARD HOTEL
NET WEEKDAY VEHICULAR TRIP GENERATION

A.M. PEAK HOUR TRIP GENERATION (WEEKDAY)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	A.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		52	0.46	56%	44%	13.40	10.52
Cafe Space	936	0.13	1	93.08	51%	49%	6.17	5.93
Employee Housing	220		10	0.4	24%	76%	0.96	3.04
TOTAL							21	20

P.M. PEAK HOUR TRIP GENERATION (WEEKDAY)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		52	0.59	51%	49%	15.65	15.03
Cafe Space	936	0.13	1	32.29	50%	50%	2.10	2.10
Employee Housing	220		10	0.51	63%	37%	3.21	1.89
TOTAL							21	20

SOURCE: TRIP GENERATION RATES TAKEN FROM
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 11TH EDITION*

FIGURE A-6
MILLWARD HOTEL
NET WEEKEND VEHICULAR TRIP GENERATION

A.M. PEAK HOUR TRIP GENERATION (WEEKEND)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	A.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		52	0.72	56%	44%	20.97	16.47
Cafe Space	936	0.13	1	56.5	49%	51%	3.60	3.75
Employee Housing	220		10	0.41	50%	50%	2.05	2.05
TOTAL							27	23

P.M. PEAK HOUR TRIP GENERATION (WEEKEND)

LAND USE	ITE LAND USE DESIGNATION CODE	GROSS SQ. FT. (1,000 SF)	UNITS	P.M. PEAK HOUR TRIP GENERATION RATE	DIRECTIONAL DISTRIBUTION (%)		TRIP GENERATION	
					ENTERING	EXITING	ENTERING	EXITING
Hotel Rooms	310		52	0.72	56%	44%	20.97	16.47
Cafe Space	936	0.13	1	56.5	49%	51%	3.60	3.75
Employee Housing	220		10	0.41	50%	50%	2.05	2.05
TOTAL							27	23

SOURCE: TRIP GENERATION RATES TAKEN FROM
INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) *TRIP GENERATION, 11TH EDITION*

FIGURE B-1

MILLWARD HOTEL WEEKDAY
LEVEL-OF-SERVICE SUMMARY TABULATION

2025 LEVEL-OF-SERVICE
SUMMARY TABULATION

INTERSECTION DESCRIPTION	PEAK HOUR (AM/PM)	STATUS	AVERAGE DELAY (SECONDS)/LEVEL OF SERVICE				
			APPROACH				OVERALL
			EB	WB	NB	SB	INTERSECTION
			(Left WB/EB)				
GLENWOOD ST/PEARL AVE	AM	W/O PROJECT	N/A	1,A	7,B	7,A	1.3, A
GLENWOOD ST/PEARL AVE	AM	W/ PROJECT	N/A	1,A	7,B	7,B	1.3,A
			(Left WB/EB)				
GLENWOOD ST/PEARL AVE	PM	W/O PROJECT	N/A	1,A	7,B	7,B	0.9,A
GLENWOOD ST/PEARL AVE	PM	W/ PROJECT	N/A	1,A	7,B	7,B	0.9,A
MILLWARD ST/PEARL AVE	AM	W/O PROJECT	7,B	4,A	6,B	4,A	5.86,B
MILLWARD ST/PEARL AVE	AM	W/ PROJECT	7,B	5,A	6,B	4,A	5.86,B
MILLWARD ST/PEARL AVE	PM	W/O PROJECT	8,B	9,B	5,A	13,C	8.79,B
MILLWARD ST/PEARL AVE	PM	W/ PROJECT	8,B	9,B	5,A	15,C	9.12,B

LEVEL OF SERVICE (LOS)	AVERAGE TOTAL DELAY SECONDS/VEHICLE
A	≤ 5
B	>5 AND $\leq$10
C	>10 AND $\leq$20
D	>20 AND $\leq$30
E	>30 AND $\leq$45
F	>45

FIGURE B-2

MILLWARD HOTEL WEEKEND
LEVEL-OF-SERVICE SUMMARY TABULATION

2025 LEVEL-OF-SERVICE
SUMMARY TABULATION

INTERSECTION DESCRIPTION	PEAK HOUR (AM/PM)	STATUS	AVERAGE DELAY (SECONDS)/LEVEL OF SERVICE				
			APPROACH				OVERALL
			EB	WB	NB	SB	INTERSECTION
			(Left WB/EB)				
GLENWOOD ST/PEARL AVE	AM	W/O PROJECT	N/A	1,A	5,A	5,A	1.1, A
GLENWOOD ST/PEARL AVE	AM	W/ PROJECT	N/A	1,A	5,A	5,A	1.1,A
			(Left WB/EB)				
GLENWOOD ST/PEARL AVE	PM	W/O PROJECT	N/A	1,A	5,A	5,A	1.04,A
GLENWOOD ST/PEARL AVE	PM	W/ PROJECT	N/A	1,A	5,A	5,A	1.04,A
MILLWARD ST/PEARL AVE	AM	W/O PROJECT	4,A	4,A	4,A	3,A	3.86,A
MILLWARD ST/PEARL AVE	AM	W/ PROJECT	4,A	4,A	4,A	3,A	3.86,A
MILLWARD ST/PEARL AVE	PM	W/O PROJECT	4,A	4,A	3,A	5,A	4.09,A
MILLWARD ST/PEARL AVE	PM	W/ PROJECT	4,A	4,A	3,A	5,A	4.09,A

LEVEL OF SERVICE (LOS)	AVERAGE TOTAL DELAY SECONDS/VEHICLE
A	≤ 5
B	>5 AND $\leq$10
C	>10 AND $\leq$20
D	>20 AND $\leq$30
E	>30 AND $\leq$45
F	>45

FIGURE C
PEAK HOUR PEDESTRIAN AND CYCLIST COUNTS

WEEKDAY A.M.

Time	Glenwood and Pearl		Millward and Pearl		Millward and Broadway		Cache and Broadway	
	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes
9:00	70	7	32	15	24	9	112	5
9:15	48	5	33	8	26	12	150	4
9:30	56	11	32	8	31	3	143	3
9:45	86	8	43	7	16	6	226	3
Total	260	31	140	38	97	30	631	15

WEEKDAY P.M.

Time	Glenwood and Pearl		Millward and Pearl		Millward and Broadway		Cache and Broadway	
	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes
4:30	58	3	49	9	31	9	632	2
4:45	68	3	36	1	22	6	365	0
5:00	111	5	47	8	71	12	516	5
5:15	81	9	67	8	49	4	499	1
Total	318	20	199	26	173	31	2012	8

WEEKEND A.M.

Time	Glenwood and Pearl		Millward and Pearl		Millward and Broadway		Cache and Broadway	
	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes
9:00	57	2	43	2	47	5	354	15
9:15	71	6	48	7	30	4	460	7
9:30	94	7	41	6	52	5	405	6
9:45	115	14	58	13	55	7	519	12
Total	337	29	190	28	184	21	1738	40

WEEKEND P.M.

Time	Glenwood and Pearl		Millward and Pearl		Millward and Broadway		Cache and Broadway	
	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes	Pedestrians	Bikes
3:45	100	4	55	4	59	6	713	2
4:00	159	0	82	3	85	4	765	2
4:15	101	3	78	7	92	7	900	4
4:30	70	2	58	12	102	7	792	3
Total	430	9	273	26	338	24	3170	11

FIGURE D-1

Google Maps Routes Exiting and Entering Hotel



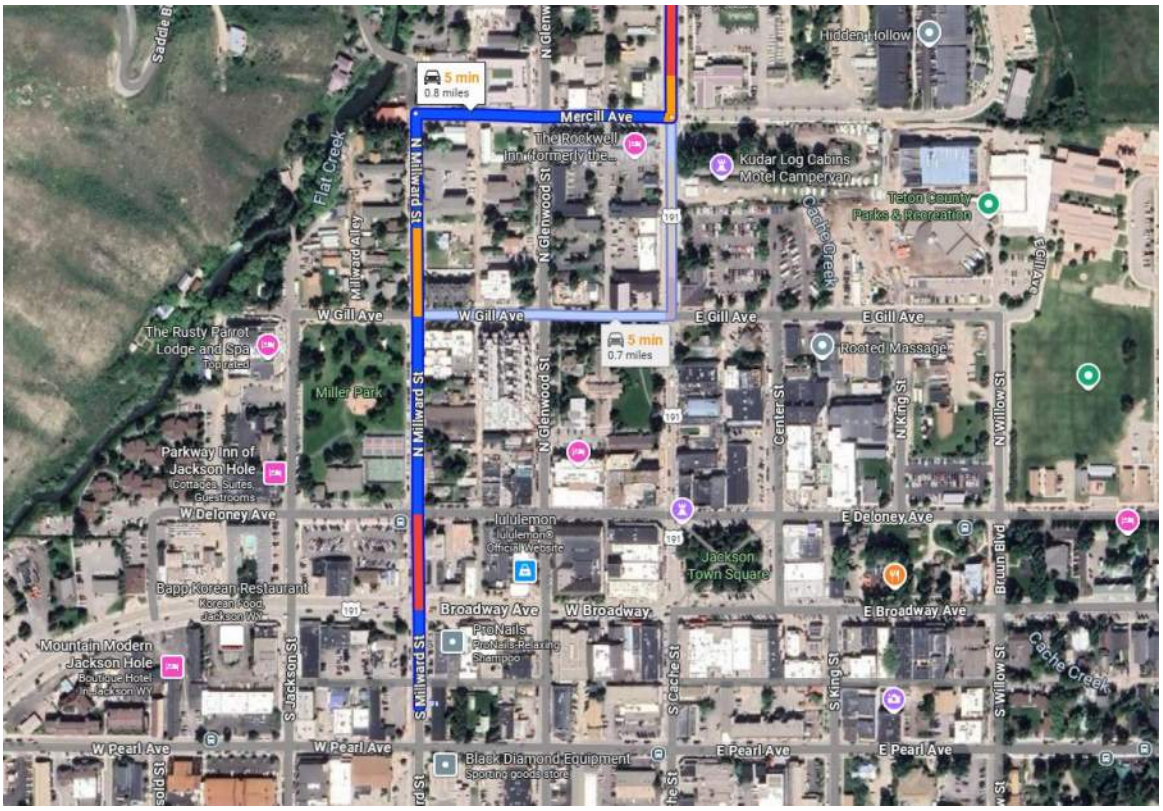


FIGURE E-1

MILLWARD HOTEL WEEKDAY A.M.
PROJECT-RELATED VEHICULAR TRAFFIC TURNING MOVEMENTS ASSIGNMENT

A.M. PEAK HOUR VEHICULAR TURNING MOVEMENTS ASSIGNMENT

VEHICULAR TURNING MOVEMENTS

ATTRIBUTABLE TO THE PROPOSED PROJECT ONLY

TUESDAY

MOVEMENT INCLUDING ADDED VEHICLES

NO ADDED VEHICLES

INTERSECTION NUMBER	INTERSECTION DESCRIPTION	LEG	PEAK HOUR VEHICLE ASSIGNMENT	MOVEMENT ASSIGNMENT						NET ADDED VEHICLES	% CHANGE OF ORIGINAL VOLUME
				THROUGH		RIGHT		LEFT			
				%	NO.	%	NO.	%	NO.		
1	GLENWOOD STREET/ PEARL AVENUE	EASTBOUND	306	85%	259	8%	25	7%	22	1	0.33%
		WESTBOUND	242	90%	219	5%	12	5%	11	1	0.42%
		NORTHBOUND	67	20%	14	41%	27	39%	26	0	0.00%
		SOUTHBOUND	49	30%	15	32%	16	39%	19	0	0.00%
2	MILLWARD STREET/ PEARL AVENUE	EASTBOUND	323	78%	252	18%	57	4%	14	1	0.31%
		WESTBOUND	237	80%	190	9%	21	11%	26	1	0.42%
		NORTHBOUND	145	46%	67	18%	26	36%	52	1	0.69%
		SOUTHBOUND	103	52%	54	13%	13	35%	36	4	4.04%
3	MILLWARD STREET/ BROADWAY AVENUE	EASTBOUND	1087	77%	840	4%	42	19%	205	8	0.74%
		WESTBOUND	364	92%	334	3%	10	5%	20	3	0.83%
		NORTHBOUND	128	52%	66	21%	27	27%	35	16	14.29%
		SOUTHBOUND	304	25%	76	71%	217	4%	11	6	2.01%
4	CACHE STREET/ BROADWAY AVENUE	EASTBOUND	824	45%	373	4%	36	50%	415	3	0.37%
		WESTBOUND	289	87%	251	13%	38			1	0.35%
		NORTHBOUND	117	80%	94	20%	23			0	0.00%
		SOUTHBOUND	252	29%	74	71%	178			2	0.80%
	TOTAL									48	1.60%

FIGURE E-2

MILLWARD HOTEL WEEKDAY P.M.
PROJECT-RELATED VEHICULAR TRAFFIC TURNING MOVEMENTS ASSIGNMENT

P.M. PEAK HOUR VEHICULAR TURNING MOVEMENTS ASSIGNMENT

VEHICULAR TURNING MOVEMENTS

ATTRIBUTABLE TO THE PROPOSED PROJECT ONLY

MOVEMENT INCLUDING ADDED VEHICLES

NO ADDED VEHICLES

INTERSECTION NUMBER	INTERSECTION DESCRIPTION	LEG	PEAK HOUR VEHICLE ASSIGNMENT	MOVEMENT ASSIGNMENT						NET ADDED VEHICLES	% CHANGE OF ORIGINAL VOLUME
				THROUGH		RIGHT		LEFT			
				%	NO.	%	NO.	%	NO.		
1	GLENWOOD STREET/ PEARL AVENUE	EASTBOUND	294	89%	262	9%	27	2%	5	1	0.34%
		WESTBOUND	394	93%	368	4%	15	3%	11	1	0.25%
		NORTHBOUND	45	22%	10	36%	16	42%	19	0	0.00%
		SOUTHBOUND	51	33%	17	39%	20	27%	14	0	0.00%
2	MILLWARD STREET/ PEARL AVENUE	EASTBOUND	342	74%	253	17%	58	9%	31	1	0.29%
		WESTBOUND	398	85%	337	7%	29	8%	32	1	0.25%
		NORTHBOUND	129	45%	58	9%	12	46%	59	1	0.78%
		SOUTHBOUND	163	60%	97	25%	40	16%	26	4	2.52%
3	MILLWARD STREET/ BROADWAY AVENUE	EASTBOUND	917	74%	674	4%	37	22%	206	7	0.77%
		WESTBOUND	665	91%	608	3%	21	5%	36	3	0.45%
		NORTHBOUND	129	50%	64	25%	32	26%	33	16	14.16%
		SOUTHBOUND	505	20%	101	77%	387	3%	17	7	1.41%
4	CACHE STREET/ BROADWAY AVENUE	EASTBOUND	638	51%	326	6%	39	43%	273	3	0.47%
		WESTBOUND	440	91%	402	9%	38			1	0.23%
		NORTHBOUND	107	83%	89	17%	18			0	0.00%
		SOUTHBOUND	347	30%	105	70%	242			2	0.58%
	TOTAL									48	1.41%

FIGURE E-3

MILLWARD HOTEL WEEKEND A.M.
PROJECT-RELATED VEHICULAR TRAFFIC TURNING MOVEMENTS ASSIGNMENT

A.M. PEAK HOUR VEHICULAR TURNING MOVEMENTS ASSIGNMENT

VEHICULAR TURNING MOVEMENTS

ATTRIBUTABLE TO THE PROPOSED PROJECT ONLY

MOVEMENT INCLUDING ADDED VEHICLES

NO ADDED VEHICLES

INTERSECTION NUMBER	INTERSECTION DESCRIPTION	LEG	PEAK HOUR VEHICLE ASSIGNMENT	MOVEMENT ASSIGNMENT						NET ADDED VEHICLES	% CHANGE OF ORIGINAL VOLUME
				THROUGH		RIGHT		LEFT			
				%	NO.	%	NO.	%	NO.		
1	GLENWOOD STREET/ PEARL AVENUE	EASTBOUND	224	82%	184	13%	29	5%	11	1	0.45%
		WESTBOUND	193	80%	155	14%	27	6%	11	1	0.52%
		NORTHBOUND	35	29%	10	40%	14	31%	11	0	0.00%
		SOUTHBOUND	73	16%	12	51%	37	33%	24	0	0.00%
2	MILLWARD STREET/ PEARL AVENUE	EASTBOUND	218	80%	175	13%	29	6%	14	1	0.46%
		WESTBOUND	218	83%	182	10%	22	6%	14	2	0.92%
		NORTHBOUND	105	50%	53	24%	25	26%	27	2	1.92%
		SOUTHBOUND	97	56%	54	15%	15	29%	28	4	4.21%
3	MILLWARD STREET/ BROADWAY AVENUE	EASTBOUND	900	73%	656	4%	36	23%	208	8	0.89%
		WESTBOUND	321	88%	281	6%	20	6%	20	3	0.94%
		NORTHBOUND	104	51%	53	30%	31	19%	20	18	18.95%
		SOUTHBOUND	276	22%	60	74%	204	4%	12	7	2.57%
4	CACHE STREET/ BROADWAY AVENUE	EASTBOUND	618	40%	248	10%	61	50%	309	4	0.65%
		WESTBOUND	197	78%	153	22%	44			1	0.51%
		NORTHBOUND	107	80%	86	20%	21			0	0.00%
		SOUTHBOUND	270	27%	72	73%	198			2	0.74%
TOTAL										54	2.11%

FIGURE E-4

MILLWARD HOTEL WEEKEND P.M.
PROJECT-RELATED VEHICULAR TRAFFIC TURNING MOVEMENTS ASSIGNMENT

P.M. PEAK HOUR VEHICULAR TURNING MOVEMENTS ASSIGNMENT

VEHICULAR TURNING MOVEMENTS

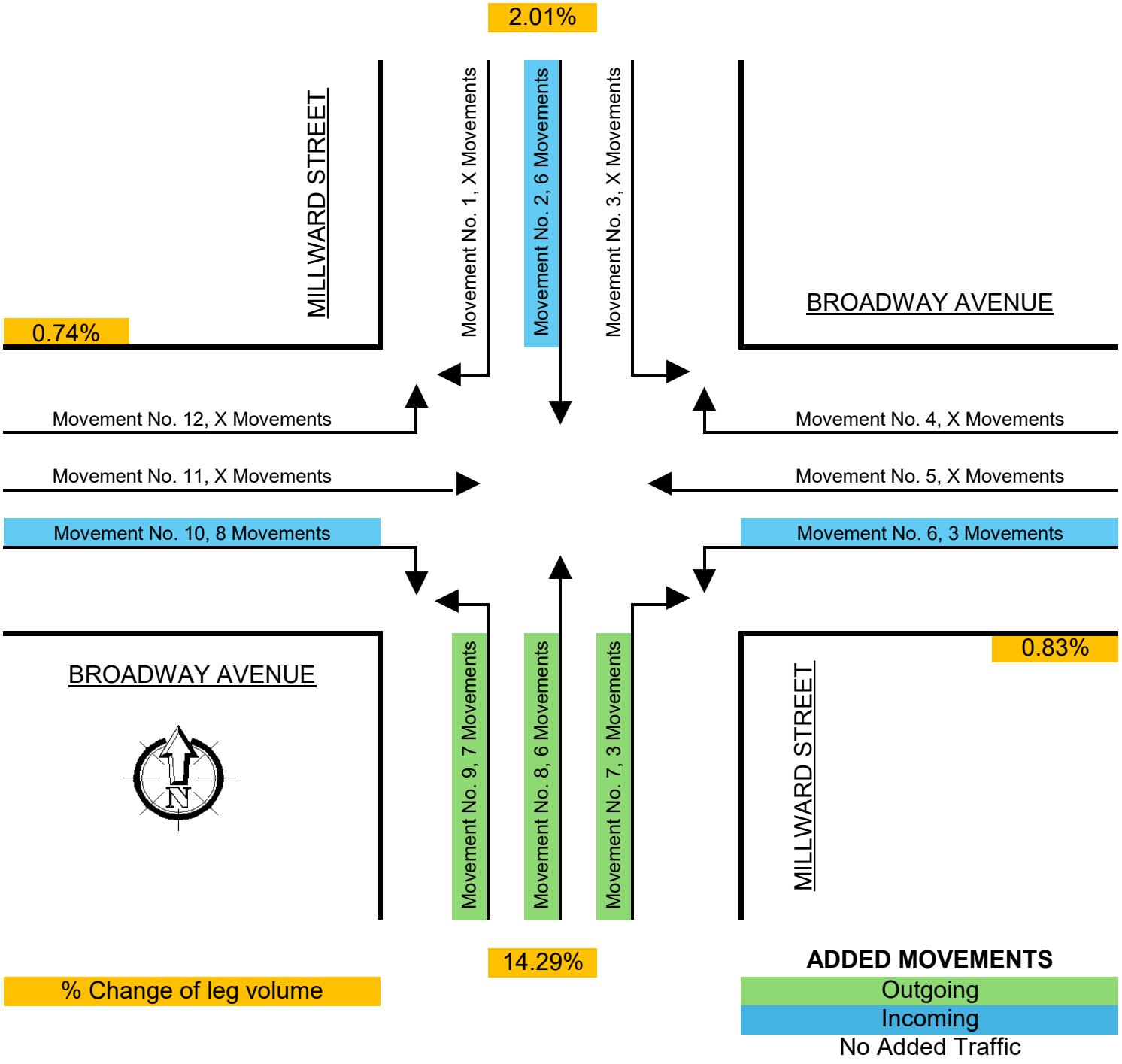
ATTRIBUTABLE TO THE PROPOSED PROJECT ONLY

MOVEMENT INCLUDING ADDED VEHICLES

NO ADDED VEHICLES

INTERSECTION NUMBER	INTERSECTION DESCRIPTION	LEG	PEAK HOUR VEHICLE ASSIGNMENT	MOVEMENT ASSIGNMENT						NET ADDED VEHICLES	% CHANGE OF ORIGINAL VOLUME
				THROUGH		RIGHT		LEFT			
				%	NO.	%	NO.	%	NO.		
1	GLENWOOD STREET/ PEARL AVENUE	EASTBOUND	197	90%	177	7%	13	4%	7	1	0.51%
		WESTBOUND	229	86%	198	11%	24	3%	7	1	0.44%
		NORTHBOUND	50	34%	17	34%	17	32%	16	0	0.00%
		SOUTHBOUND	55	25%	14	42%	23	33%	18	0	0.00%
2	MILLWARD STREET/ PEARL AVENUE	EASTBOUND	216	74%	159	21%	46	5%	11	1	0.46%
		WESTBOUND	232	79%	183	10%	25	10%	24	2	0.87%
		NORTHBOUND	84	49%	41	16%	13	37%	30	2	2.41%
		SOUTHBOUND	140	61%	85	26%	37	13%	18	4	2.90%
3	MILLWARD STREET/ BROADWAY AVENUE	EASTBOUND	814	70%	570	2%	27	27%	217	8	0.99%
		WESTBOUND	428	94%	403	1%	4	4%	21	3	0.70%
		NORTHBOUND	90	56%	50	17%	16	24%	24	18	22.22%
		SOUTHBOUND	510	22%	112	76%	384	3%	14	7	1.38%
4	CACHE STREET/ BROADWAY AVENUE	EASTBOUND	569	40%	228	7%	37	53%	304	4	0.71%
		WESTBOUND	292	82%	238	19%	54			1	0.34%
		NORTHBOUND	98	80%	78	20%	20			0	0.00%
		SOUTHBOUND	337	36%	120	64%	217			2	0.60%
TOTAL										54	2.16%

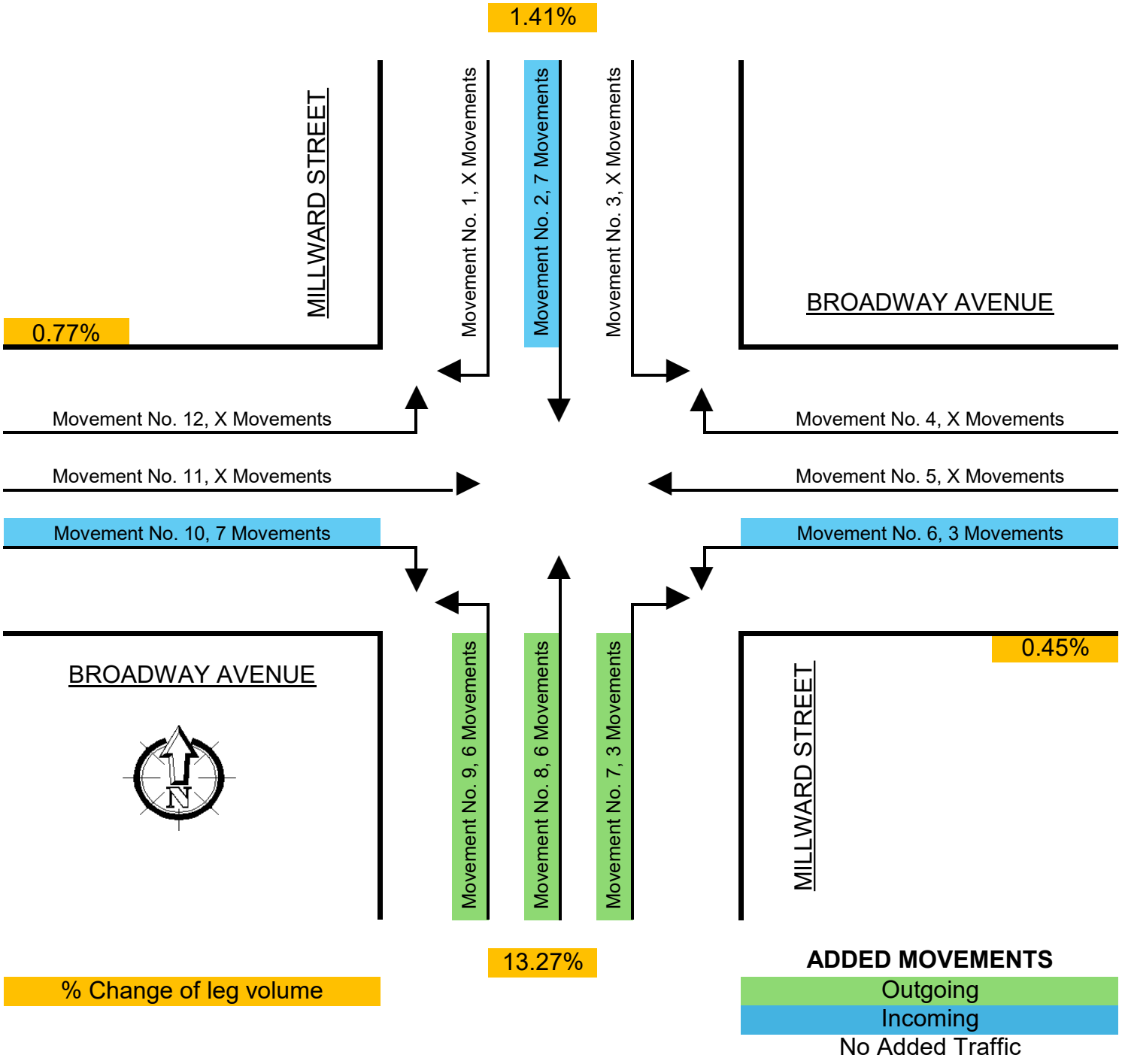
FIGURE E-5a
MILLWARD/BROADWAY INTERSECTION
PEAK WEEKDAY A.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 6:00-10:00 A.M.

NELSON ENGINEERING
"Quality of life through excellence in engineering and surveying."

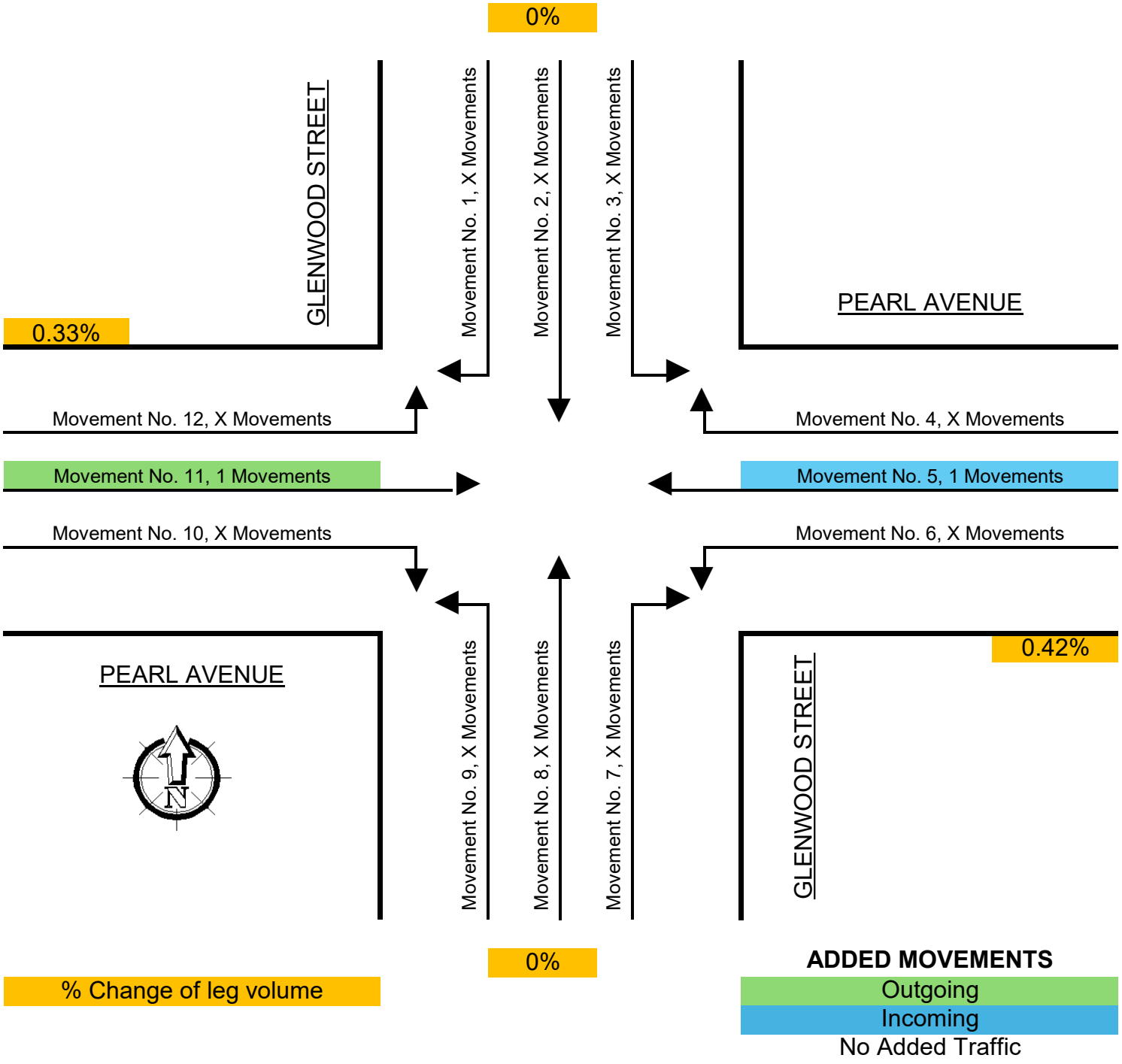
FIGURE E-5b
MILLWARD/BROADWAY INTERSECTION
PEAK WEEKDAY P.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 2:00-7:00 P.M.

NELSON ENGINEERING
"Quality of life through excellence in engineering and surveying."

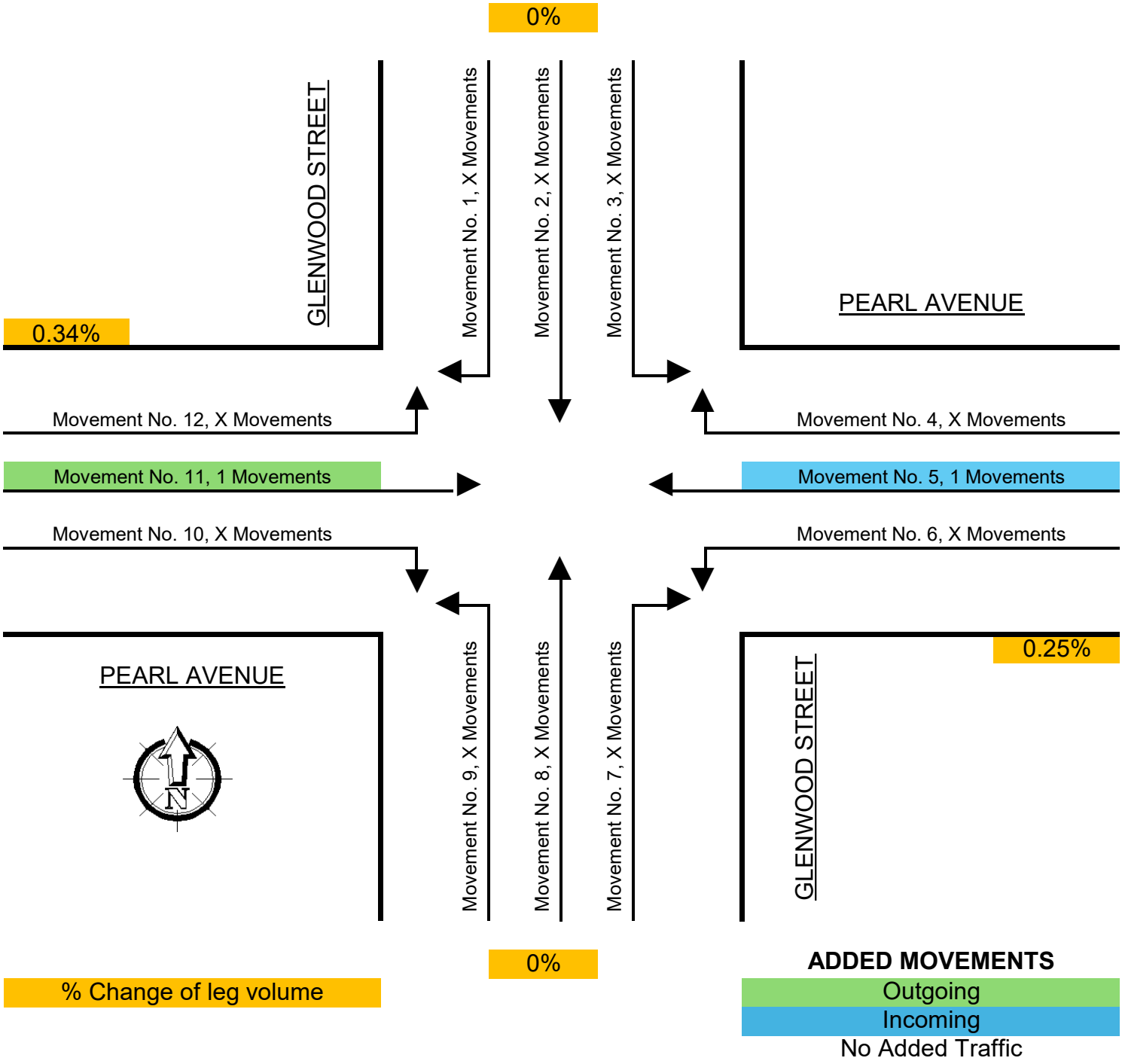
FIGURE E-5c
GLENWOOD/PEARL INTERSECTION
PEAK WEEKDAY A.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025 & 7/16/2025
INTERVAL: 6:00-10:00 A.M.

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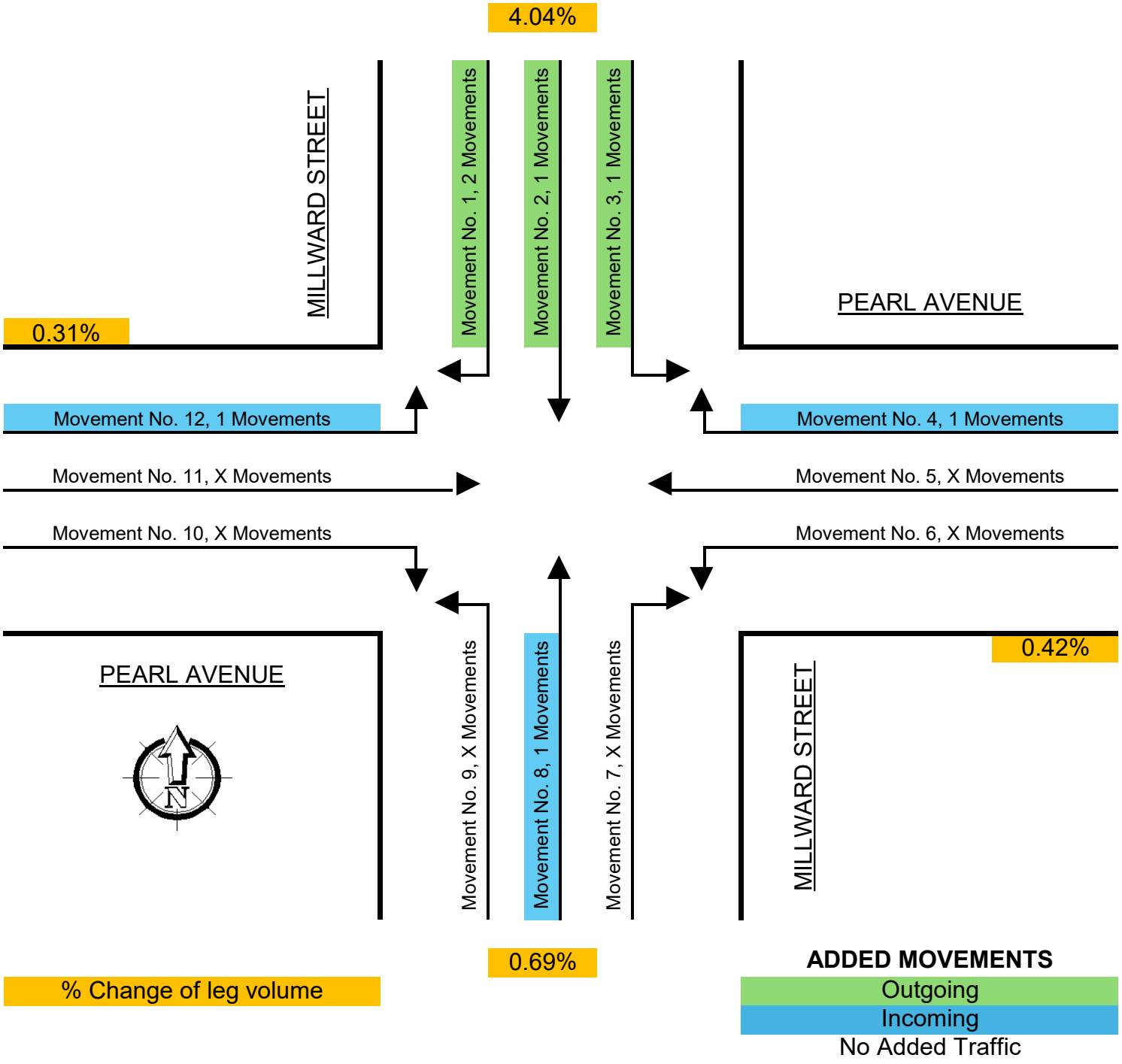
FIGURE E-5d
GLENWOOD/PEARL INTERSECTION
PEAK WEEKDAY P.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 2:00-7:00 P.M.

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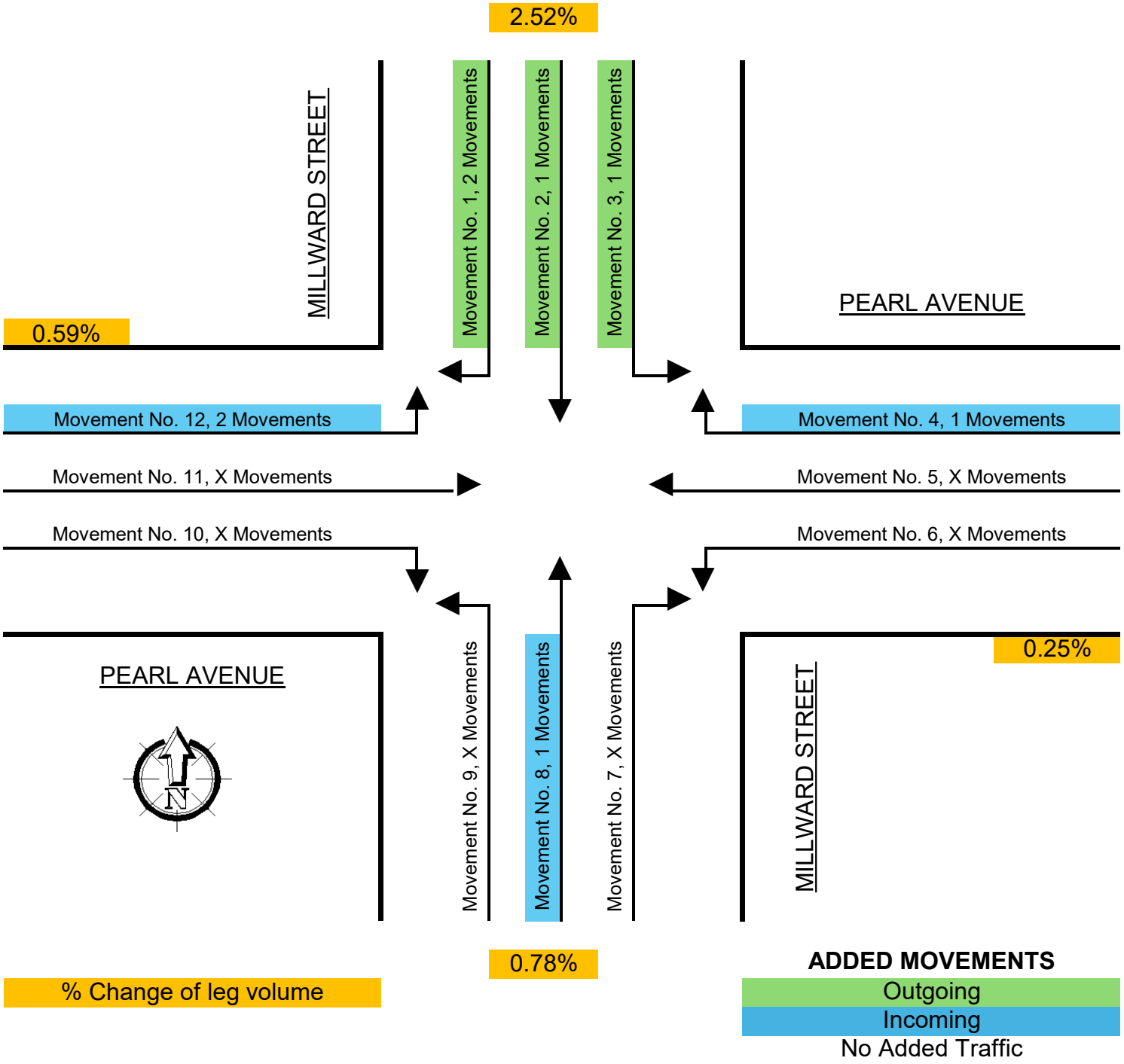
FIGURE E-5e
MILLWARD/PEARL INTERSECTION
PEAK WEEKDAY A.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 6:00-10:00 A.M.

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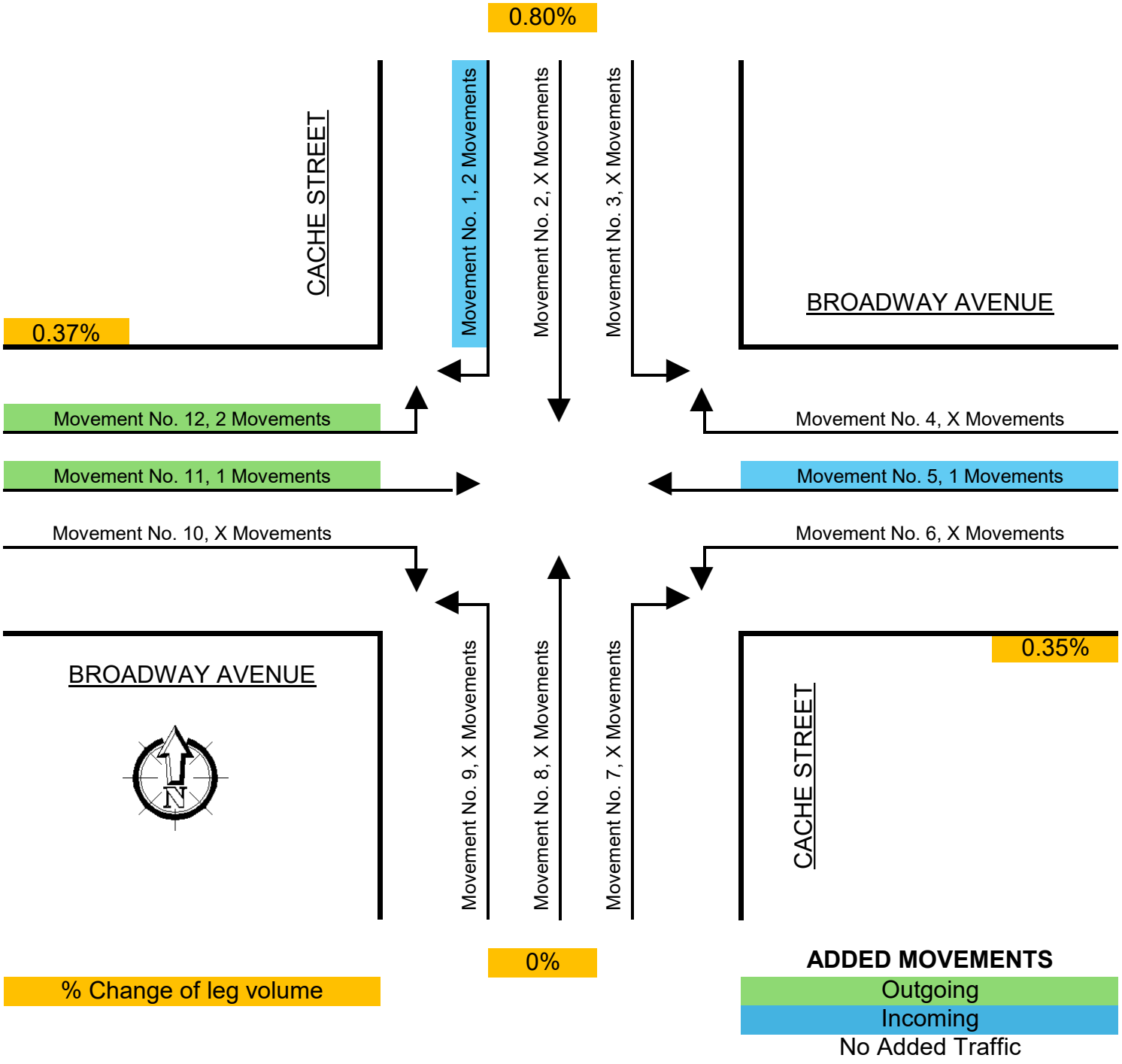
FIGURE E-5f
MILLWARD/PEARL INTERSECTION
PEAK WEEKDAY P.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 2:00-7:00 P.M.

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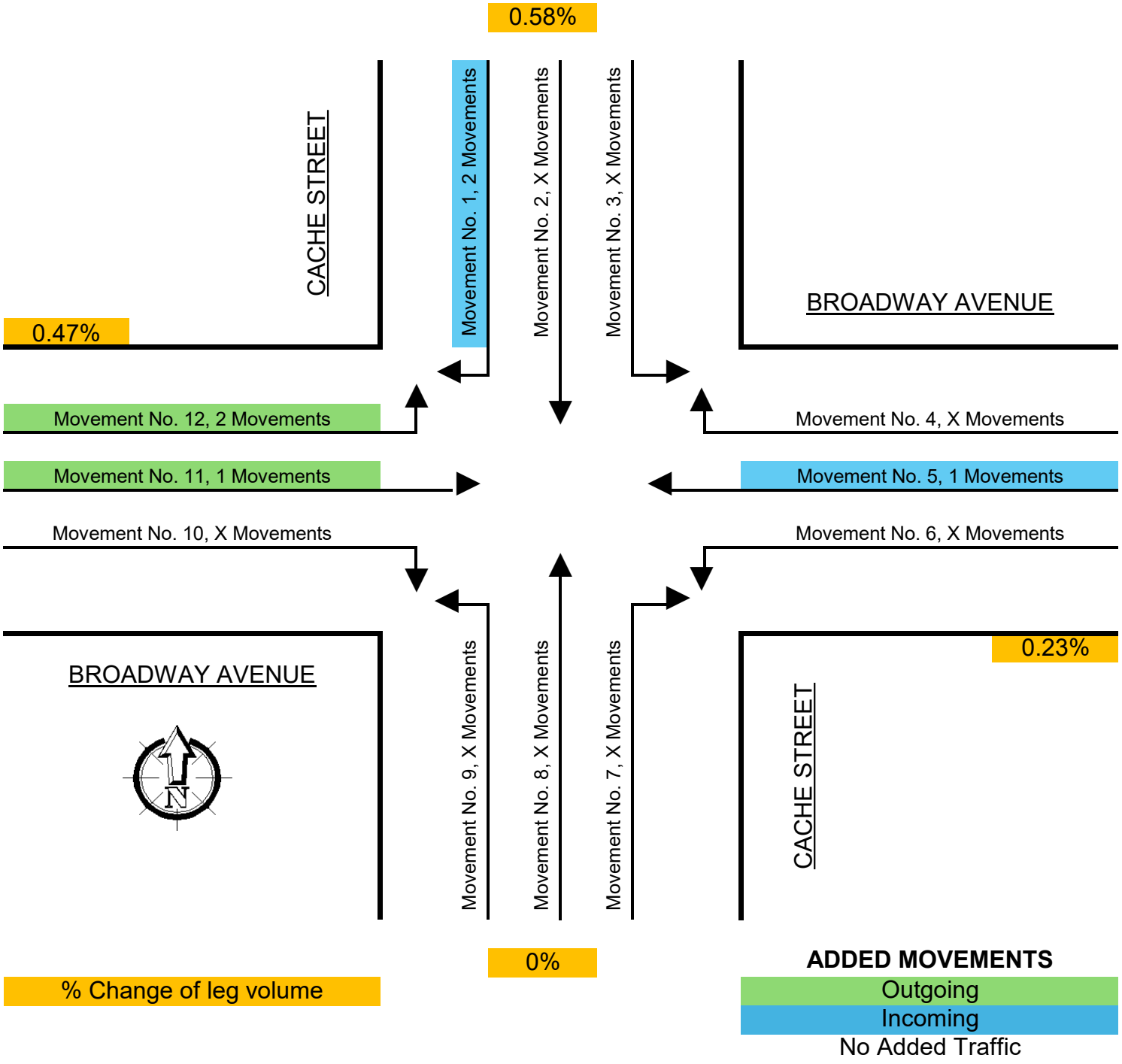
FIGURE E-5g
CACHE/BROADWAY INTERSECTION
PEAK WEEKDAY A.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 6:00-10:00 A.M.

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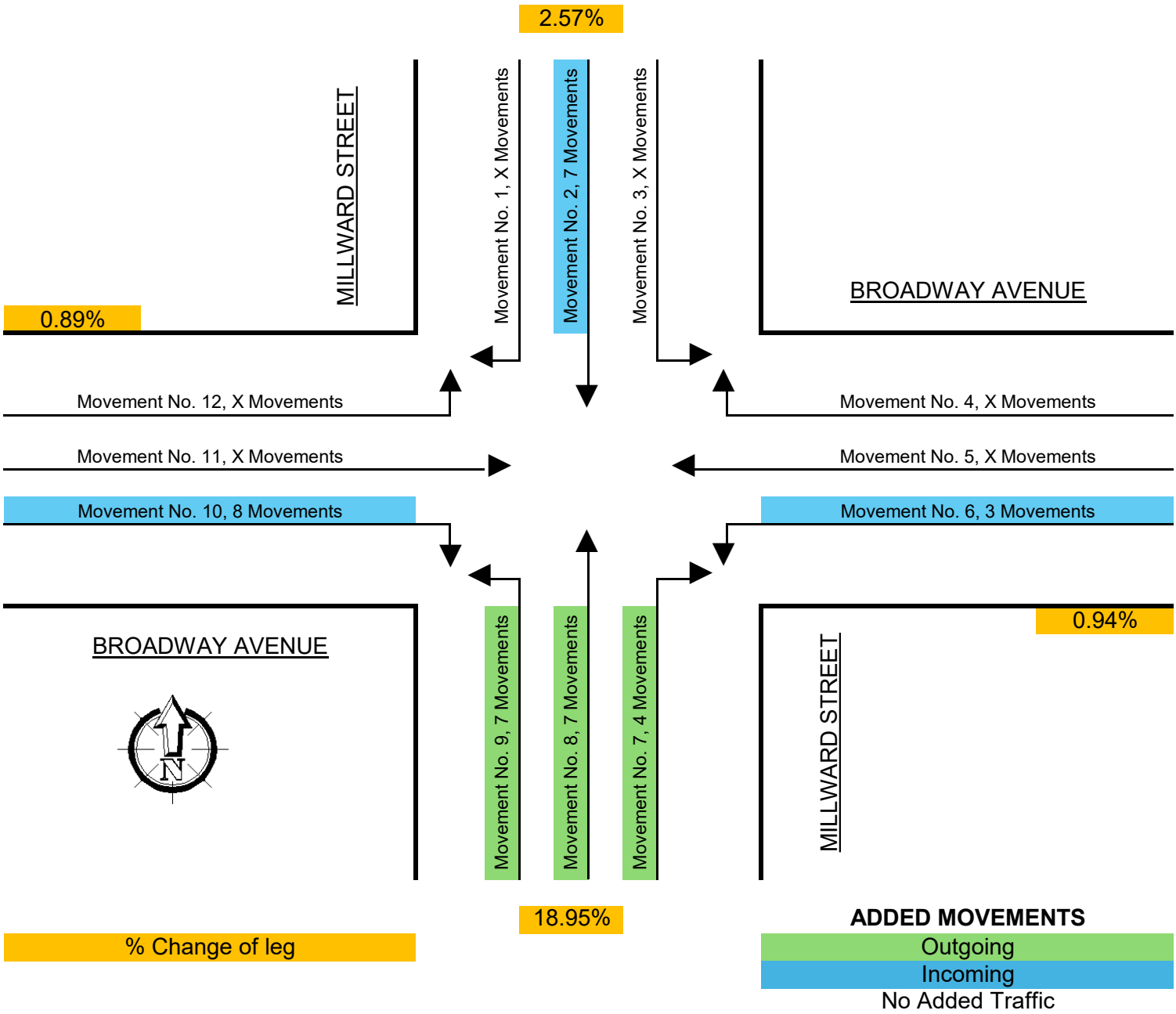
FIGURE E-5h
CACHE/BROADWAY INTERSECTION
PEAK WEEKDAY P.M. HOUR VEHICULAR TURNING MOVEMENTS



DAY: WEEKDAY
DATE: 7/15/2025
INTERVAL: 2:00-7:00 P.M.

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MILLWARD/BROADWAY
INTERSECTION
FIGURE E-6a
PEAK WEEKEND A.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

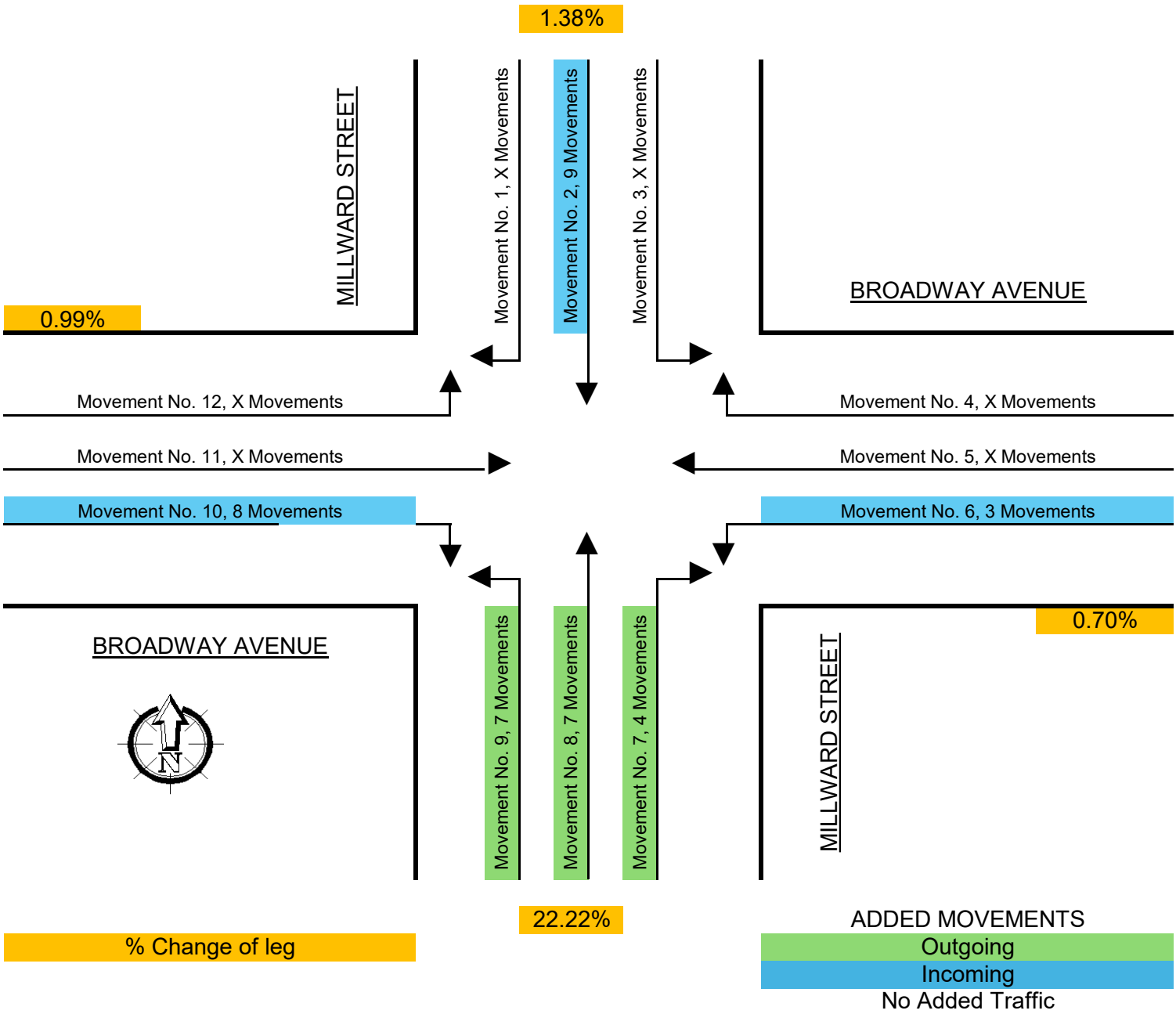


WEEKEND
7/19/2025
6:00-10:00 A.M.

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MILLWARD/BROADWAY
INTERSECTION
FIGURE E-6b
PEAK WEEKEND P.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

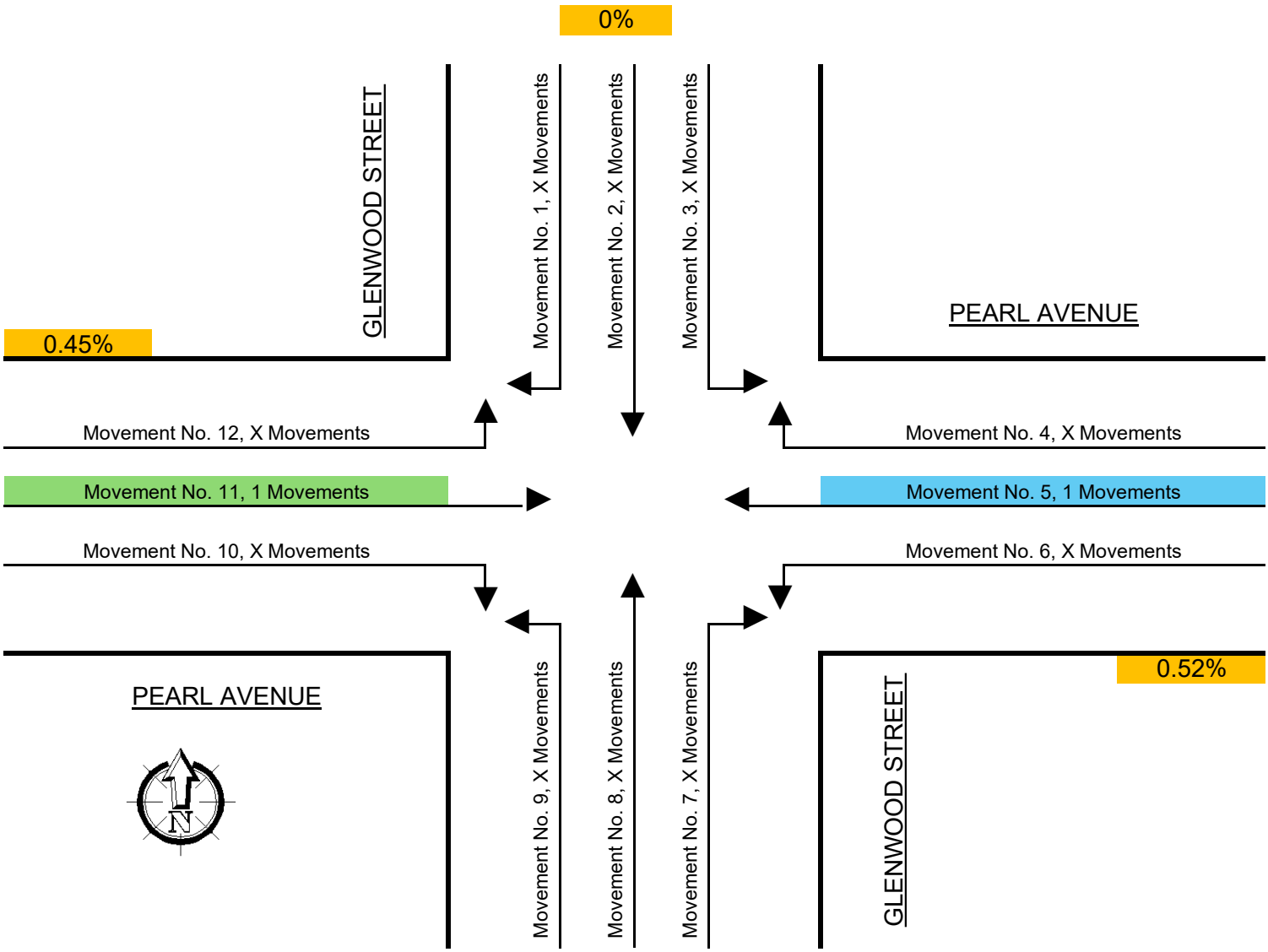


WEEKEND
7/19/2025
2:00-7:00 P.M.

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GLENWOOD/PEARL
INTERSECTION
FIGURE E-6c
PEAK WEEKEND A.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

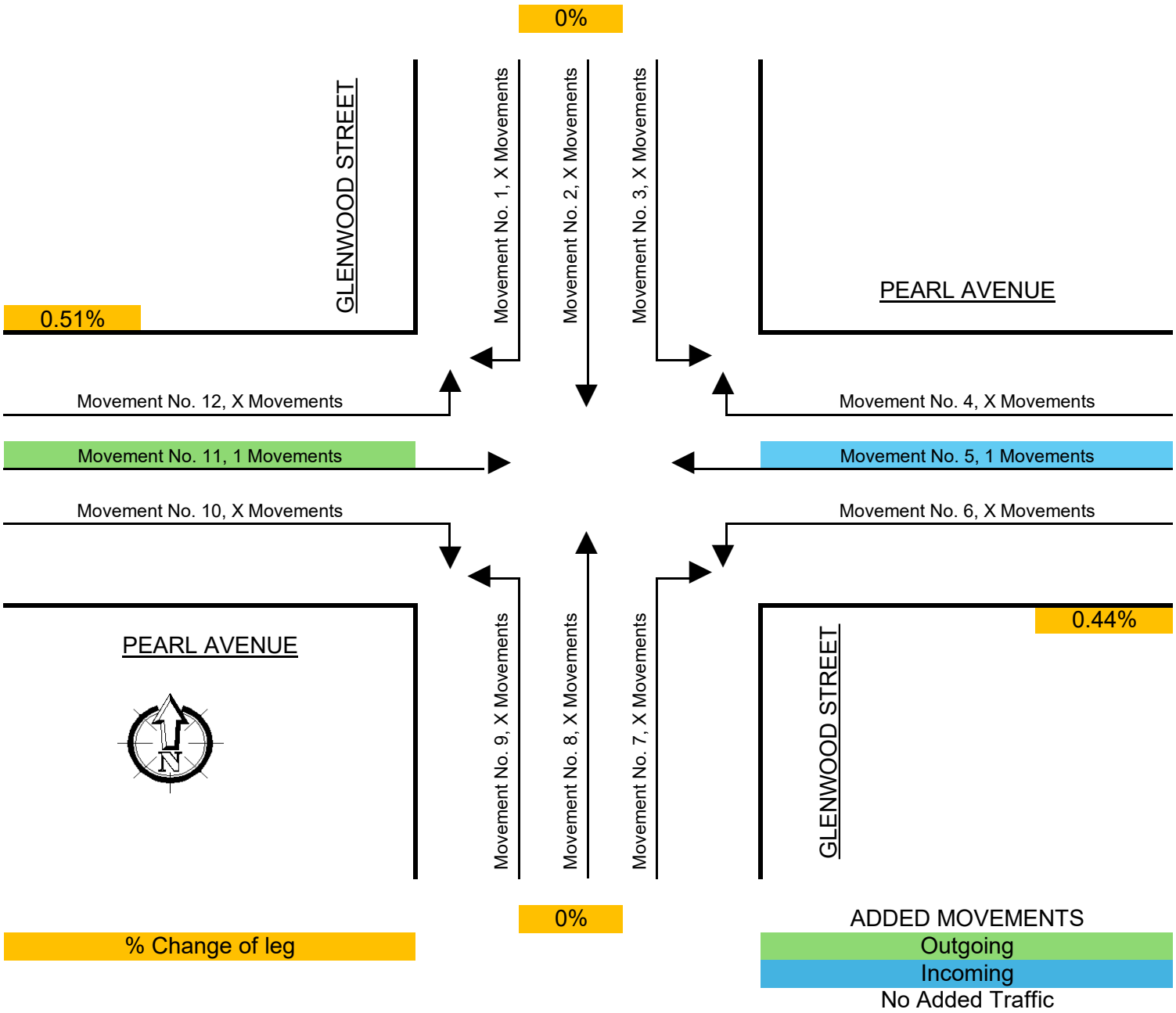


WEEKEND
7/19/2025
6:00-10:00 A.M.

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GLENWOOD/PEARL
INTERSECTION
FIGURE E-6d
PEAK WEEKEND P.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

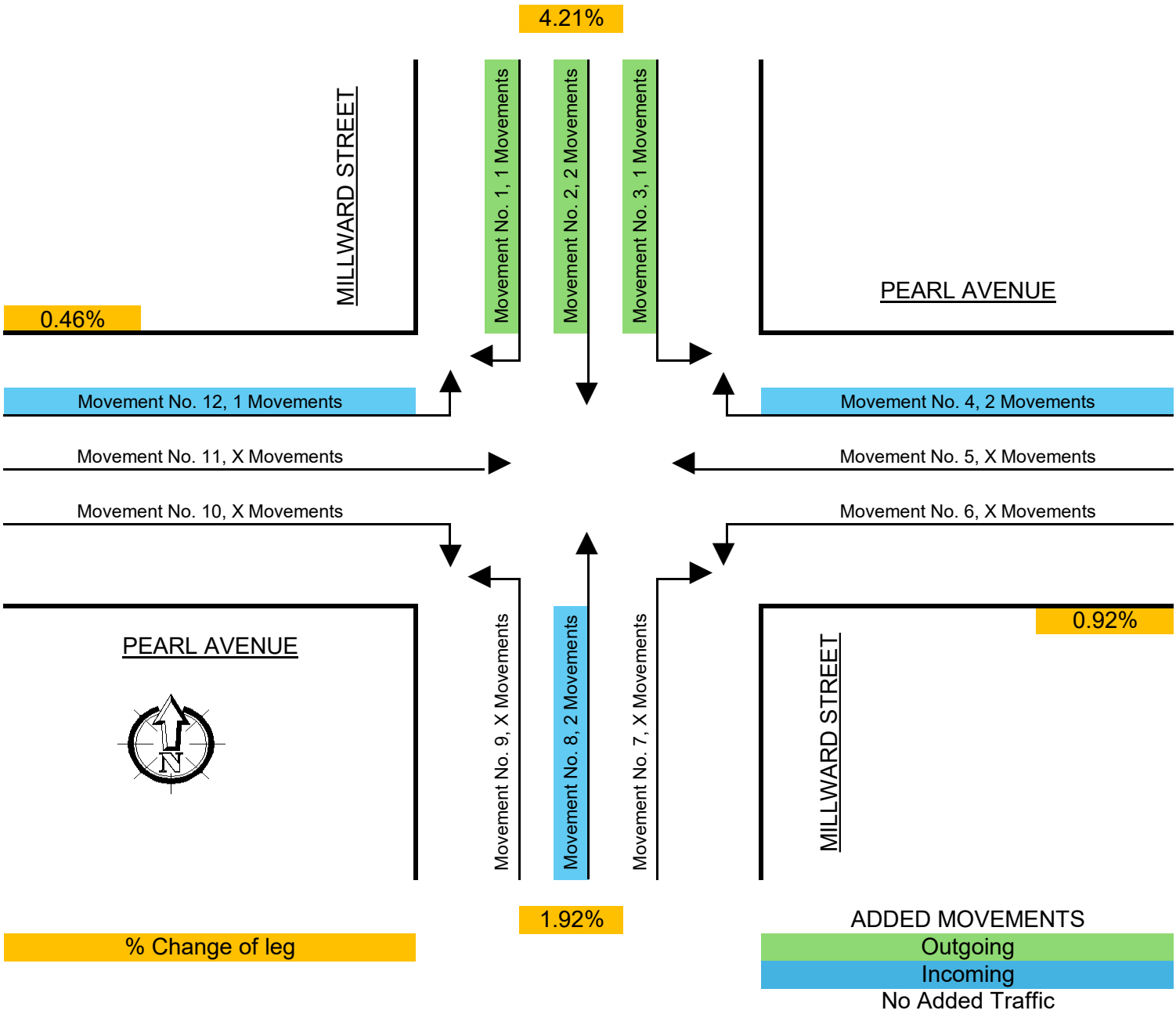


WEEKEND
7/19/2025
2:00-7:00 P.M.

NELSON ENGINEERING

"Quality of life through excellence in engineering and surveying."

MILLWARD/PEARL
INTERSECTION
FIGURE E-6e
PEAK WEEKEND A.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

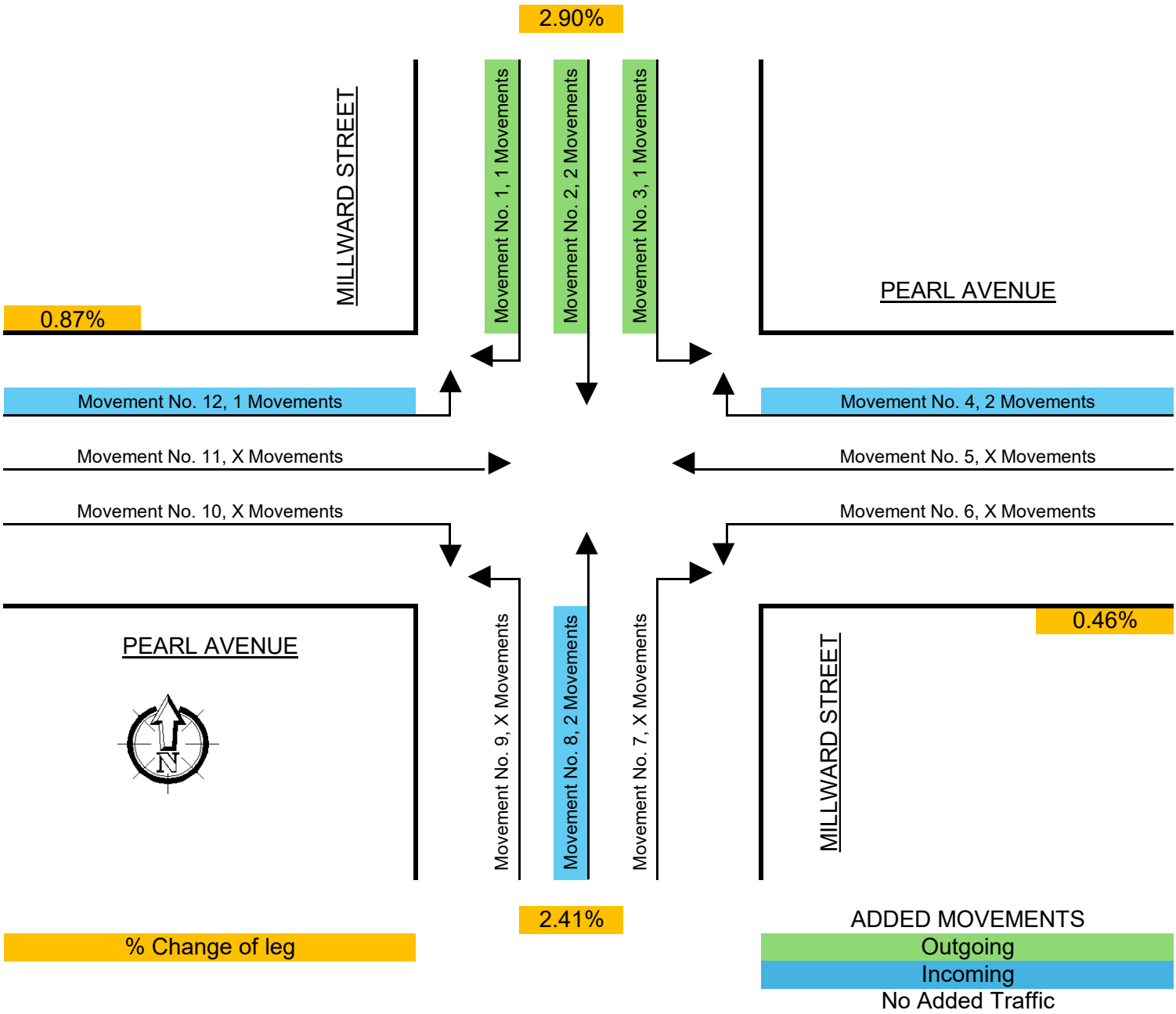


WEEKEND
7/19/2025
6:00-10:00 A.M.

NELSON ENGINEERING

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MILLWARD/PEARL
INTERSECTION
FIGURE E-6f
PEAK WEEKEND P.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

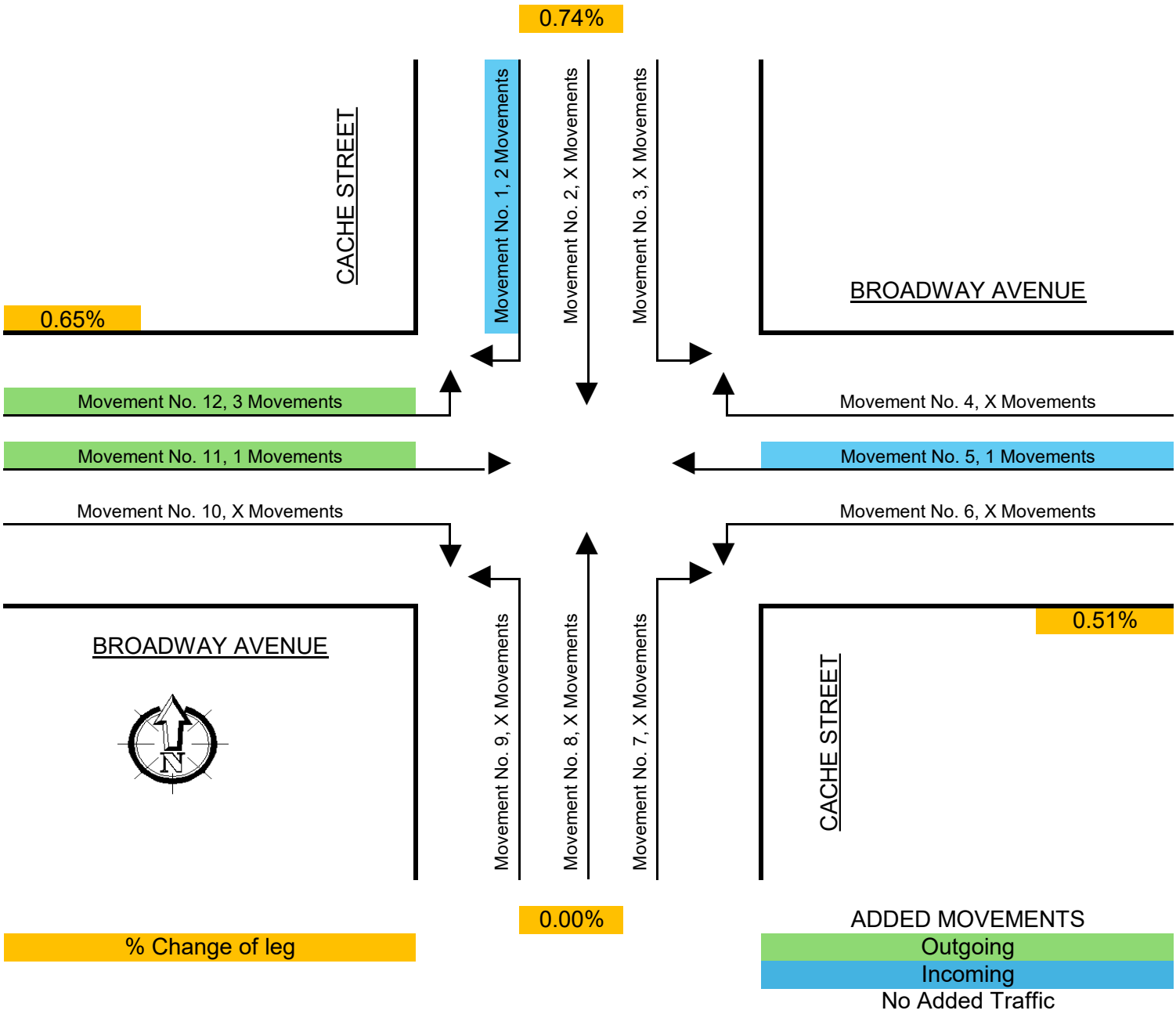


WEEKEND
7/19/2025
2:00-7:00 P.M.

NELSON ENGINEERING

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CACHE/BROADWAY
INTERSECTION
FIGURE E-6g
PEAK WEEKEND A.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM

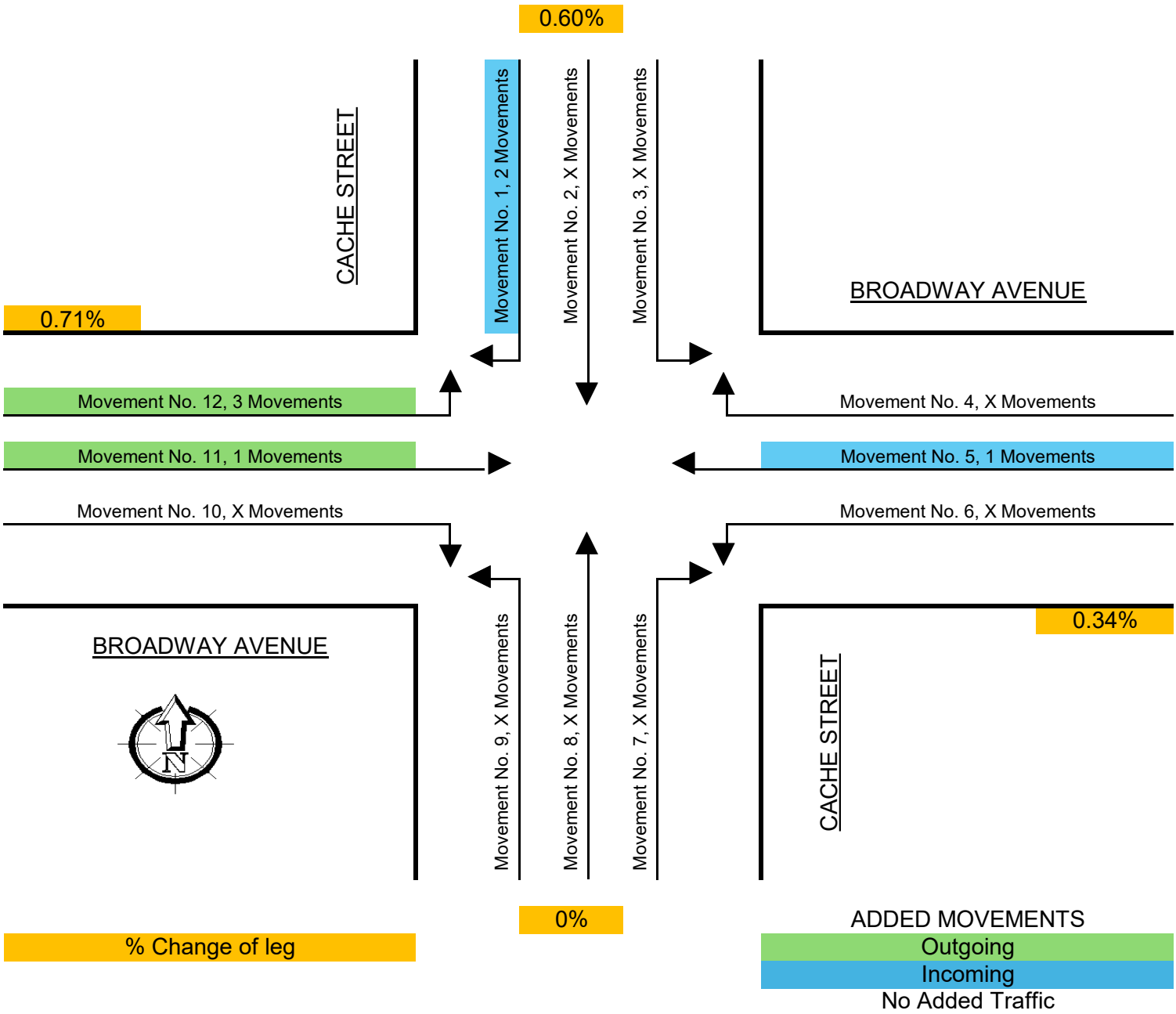


WEEKEND
7/19/2025
6:00-10:00 A.M.

NELSON ENGINEERING

"Quality of life through excellence in engineering and surveying."

CACHE/BROADWAY
INTERSECTION
FIGURE E-6h
PEAK WEEKEND P.M. HOUR VEHICULAR TURNING MOVEMENTS
DIAGRAM



WEEKEND
7/19/2025
2:00-7:00 P.M.

NELSON ENGINEERING

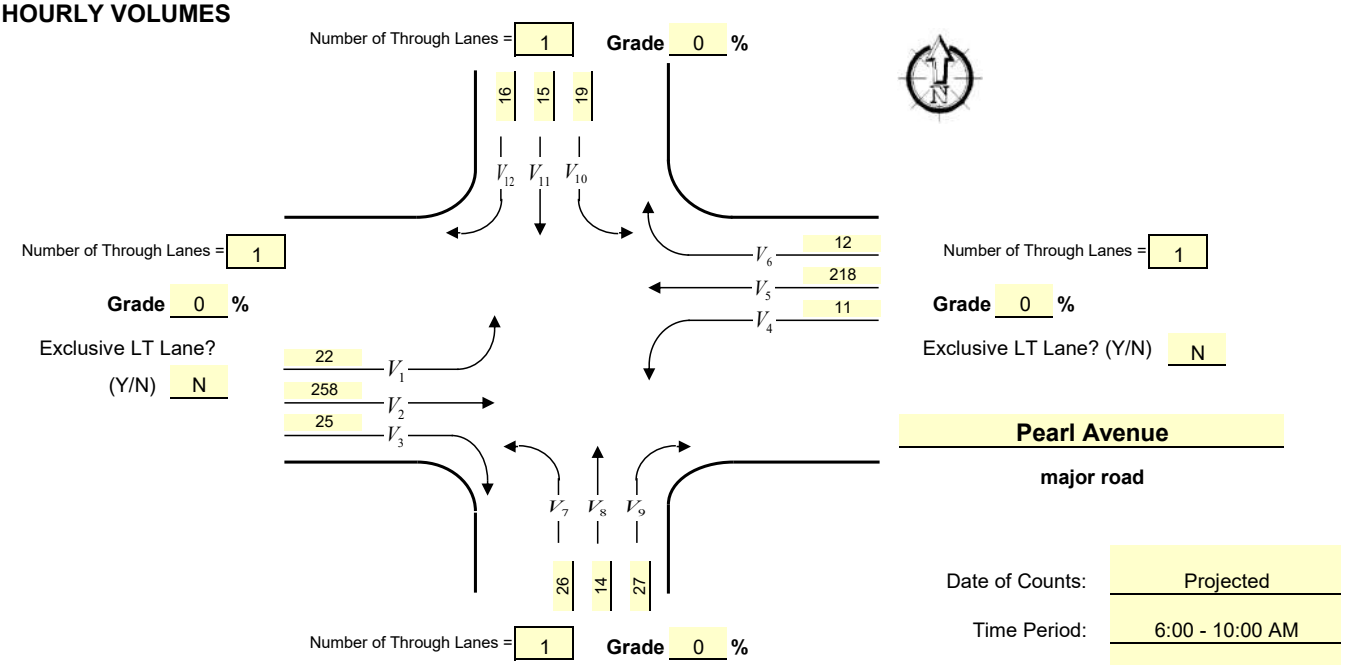
"Quality of life through excellence in engineering and surveying."

FIGURE F-1a

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts: Projected

Time Period: 6:00 - 10:00 AM

Average running speed: 25 MPH

PHF: 1.0

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	22	258	25	11	218	12	26	14	27	19	15	16	663
Adjustment Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	
Volume, v (pcph) *see Table 10-1*	24	271	27	12	229	13	28	15	29	20	16	17	701

VOLUMES IN PCPH

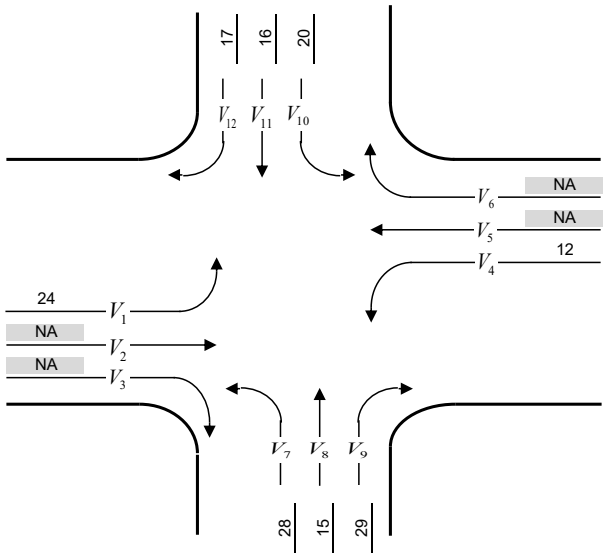


FIGURE F-1a

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{`1} + V_2^{`2}$ 13 + 258 = 271 vph	$V_{c,12} = \frac{1}{2}V_6^{`6} + V_5^{`7}$ 6 + 218 = 224 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1000 pcph	$c_{p,12}$ = 1050 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1000 pcph	$c_{m,12} = c_{p,12}$ = 1050 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.98	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.99
	V_4	V_1
STEP 2: LT from Major Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{`3}$ 258 + 25 = 283 vph	$V_{c,1} = V_5 + V_6^{`8}$ 218 + 12 = 230 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1250 pcph	$c_{p,1}$ = 1300 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1250 pcph	$c_{m,1} = c_{p,1}$ = 1300 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 0.99
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
	V_4	V_1
STEP 3: TH from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + V_6^{`3} + V_5 + V_4$ 13 + 258 + 22 + 12 + 218 + 11 = 534 vph	$V_{c,11} = \frac{1}{2}V_6^{`6} + V_5 + V_4 + V_3^{`5} + V_2 + V_1$ 6 + 218 + 11 + 25 + 258 + 22 = 540 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 575 pcph	$c_{p,11}$ = 575 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 575 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 575 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.98	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.98
	V_4	V_1
STEP 4: LT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + \frac{1}{2}(V_6)^{`5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{`4}\right)$ 13 + 258 + 22 + 6 + 218 + 11 + 16 = 544 vph	$V_{c,10} = \frac{1}{2}V_6^{`1} + V_5 + V_4 + \frac{1}{2}(V_3)^{`10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{`9}\right)$ 6 + 218 + 11 + 13 + 258 + 22 + 21 = 549 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 550 pcph	$c_{p,10}$ = 550 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.98	$p''_{10} = p_{0,8} \times f_8$ = 0.98
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.98 (Fig. 10-6)	p'_{10} = 0.98 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.98	$f_{10} = p'_{10} \times p_{0,9}$ = 0.97
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 539 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 534 pcph

FIGURE F-1a

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	28	539	673	7	B	7	B
8	15	575		7	B		
9	29	1000		7	B		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	20	534	651	7	B	7	B
11	16	575		7	B		
12	17	1050		7	B		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	24	1300	1283	3	A	1	A
4	12	1250		3	A	1	A

Average total delay for the intersection (Eq. 10-14): **1.3** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

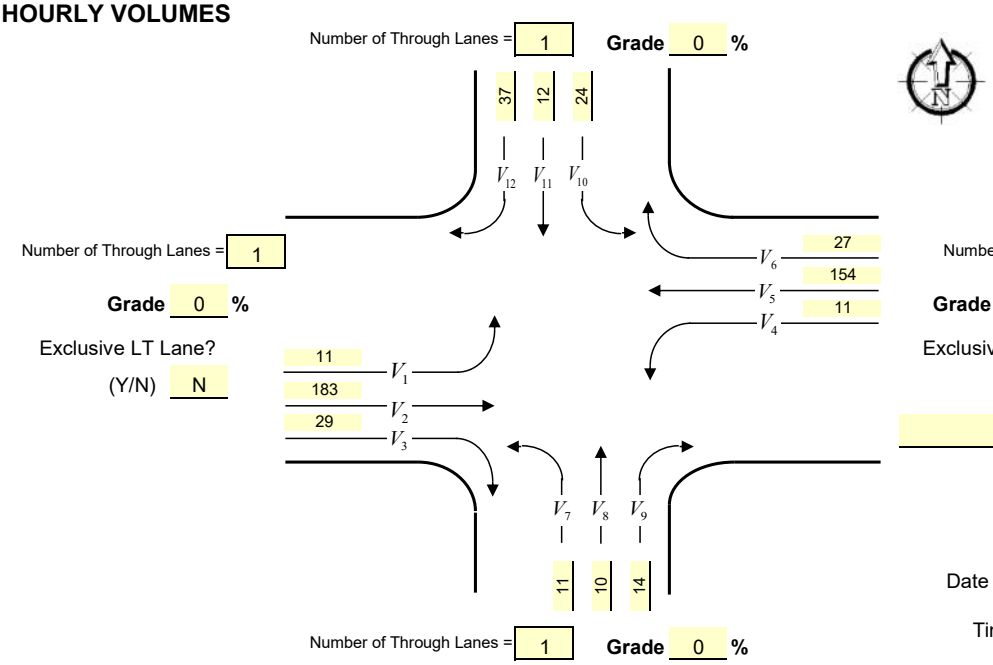
FIGURE F1-b

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl

Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts:	Projected
Time Period:	6:00 - 10:00 AM
Average running speed:	25 MPH
PHF:	0.86

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	11	183	29	11	154	27	11	10	14	24	12	37	523
Adjustment Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	
Volume, v (pcph) *see Table 10-1*	12	188	30	12	158	28	12	11	15	25	13	38	542

VOLUMES IN PCPH

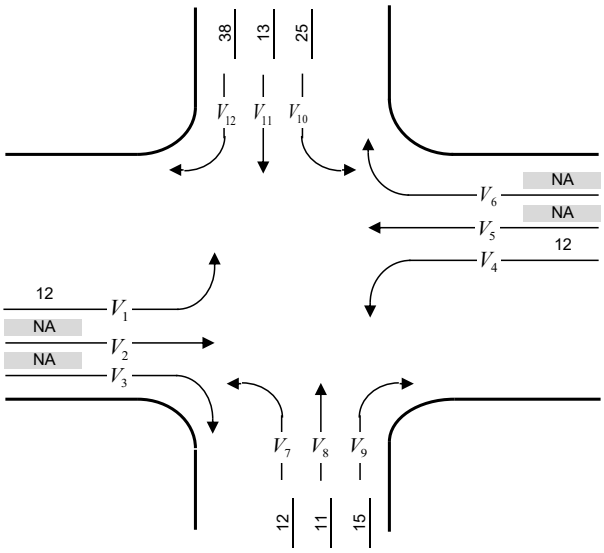


FIGURE F1-b

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{`1} + V_2^{`2}$ 15 + 183 = 198 vph	$V_{c,12} = \frac{1}{2}V_6^{`6} + V_5^{`7}$ 14 + 154 = 168 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1100 pcph	$c_{p,12}$ = 1150 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1100 pcph	$c_{m,12} = c_{p,12}$ = 1150 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.99	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.97
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{`3}$ 183 + 29 = 212 vph	$V_{c,1} = V_5 + V_6^{`8}$ 154 + 27 = 181 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1300 pcph	$c_{p,1}$ = 1400 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1300 pcph	$c_{m,1} = c_{p,1}$ = 1400 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 1.00
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + V_6^{`3} + V_5 + V_4$ 15 + 183 + 11 + 27 + 154 + 11 = 401 vph	$V_{c,11} = \frac{1}{2}V_6^{`6} + V_5 + V_4 + V_3^{`5} + V_2 + V_1$ 14 + 154 + 11 + 29 + 183 + 11 = 402 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 700 pcph	$c_{p,11}$ = 700 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 700 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 700 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.99	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.99
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + \frac{1}{2}(V_6)^{`5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{`4}\right)$ 15 + 183 + 11 + 14 + 154 + 11 + 25 = 413 vph	$V_{c,10} = \frac{1}{2}V_6^{`1} + V_5 + V_4 + \frac{1}{2}(V_3)^{`10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{`9}\right)$ 14 + 154 + 11 + 15 + 183 + 11 + 12 = 400 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 600 pcph	$c_{p,10}$ = 600 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.99	$p''_{10} = p_{0,8} \times f_8$ = 0.99
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.99 (Fig. 10-6)	p'_{10} = 0.99 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.97	$f_{10} = p'_{10} \times p_{0,9}$ = 0.99
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 582 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 594 pcph

FIGURE F1-b

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	12	582	761	5	A	5	A
8	11	700		5	A		
9	15	1100		5	A		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	25	594	812	5	A	5	A
11	13	700		5	A		
12	38	1150		5	A		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	12	1400	1349	3	A	1	A
4	12	1300		3	A	1	A

Average total delay for the intersection (Eq. 10-14): **1.1** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

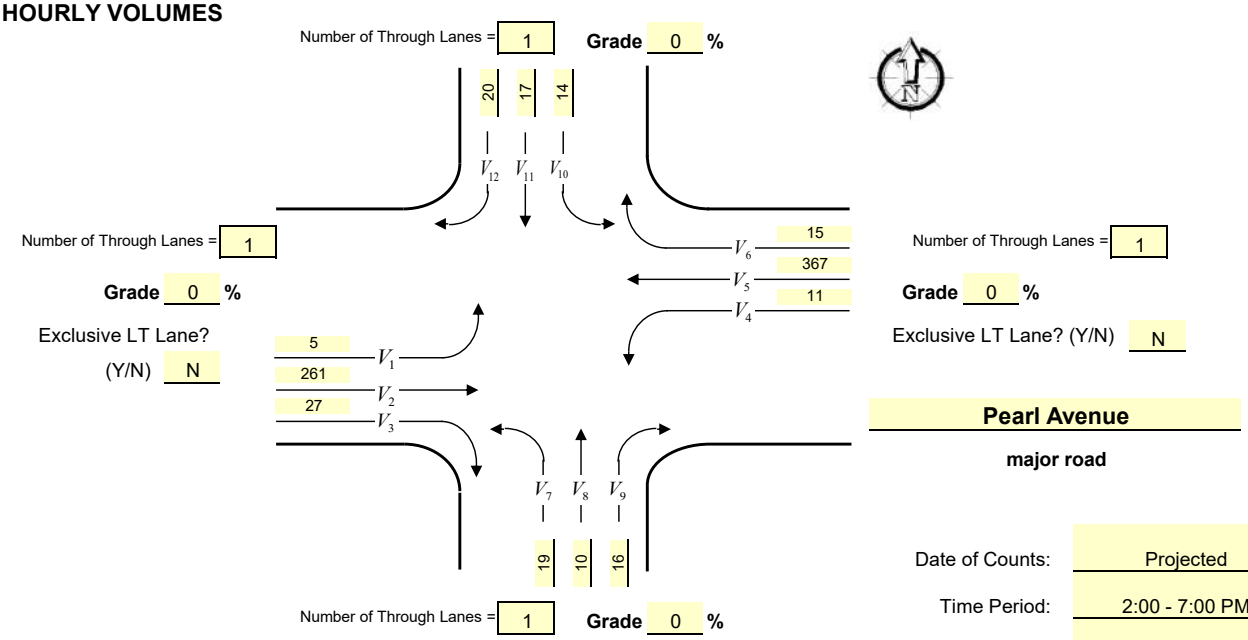
`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

FIGURE F1-c

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts:	Projected
Time Period:	2:00 - 7:00 PM
Average running speed:	25 MPH
PHF:	0.95

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	5	261	27	11	367	15	19	10	16	14	17	20	782
Adjustment Factor	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	
Volume, v (pcph) *see Table 10-1*	6	273	29	12	384	16	20	11	17	15	18	21	822

VOLUMES IN PCPH

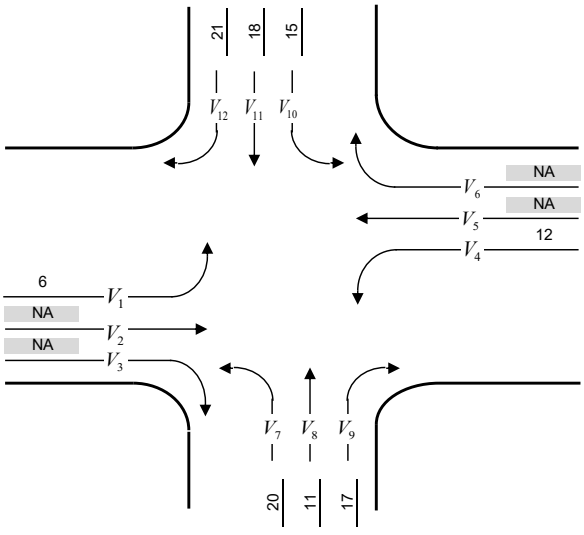


FIGURE F1-c

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{`1} + V_2^{`2}$ 14 + 261 = 275 vph	$V_{c,12} = \frac{1}{2}V_6^{`6} + V_5^{`7}$ 8 + 367 = 375 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1000 pcph	$c_{p,12}$ = 900 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1000 pcph	$c_{m,12} = c_{p,12}$ = 900 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.99	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.98
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{`3}$ 261 + 27 = 288 vph	$V_{c,1} = V_5 + V_6^{`8}$ 367 + 15 = 382 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1250 pcph	$c_{p,1}$ = 1100 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1250 pcph	$c_{m,1} = c_{p,1}$ = 1100 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 1.00
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1 - p_{0,4}}{1 - \left(\frac{v_5}{S_5} + \frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1 - p_{0,1}}{1 - \left(\frac{v_2}{S_2} + \frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + V_6^{`3} + V_5 + V_4$ 14 + 261 + 5 + 15 + 367 + 11 = 673 vph	$V_{c,11} = \frac{1}{2}V_6^{`6} + V_5 + V_4 + V_3^{`5} + V_2 + V_1$ 8 + 367 + 11 + 27 + 261 + 5 = 679 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 500 pcph	$c_{p,11}$ = 500 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 500 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 500 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.98	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.97
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + \frac{1}{2}(V_6)^{`5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{`4}\right)$ 14 + 261 + 5 + 8 + 367 + 11 + 19 = 685 vph	$V_{c,10} = \frac{1}{2}V_6^{`1} + V_5 + V_4 + \frac{1}{2}(V_3)^{`10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{`9}\right)$ 8 + 367 + 11 + 14 + 261 + 5 + 13 = 679 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 425 pcph	$c_{p,10}$ = 425 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.97	$p''_{10} = p_{0,8} \times f_8$ = 0.98
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.98 (Fig. 10-6)	p'_{10} = 0.98 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.96	$f_{10} = p'_{10} \times p_{0,9}$ = 0.98
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 408 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 417 pcph

FIGURE F1-c

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	20	408	546	7	B	7	B
8	11	500		7	B		
9	17	1000		7	B		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	15	417	567	7	B	7	B
11	18	500		7	B		
12	21	900		7	B		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	6	1100	1196	3	A	1	A
4	12	1250		3	A	1	A

Average total delay for the intersection (Eq. 10-14): **0.90** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

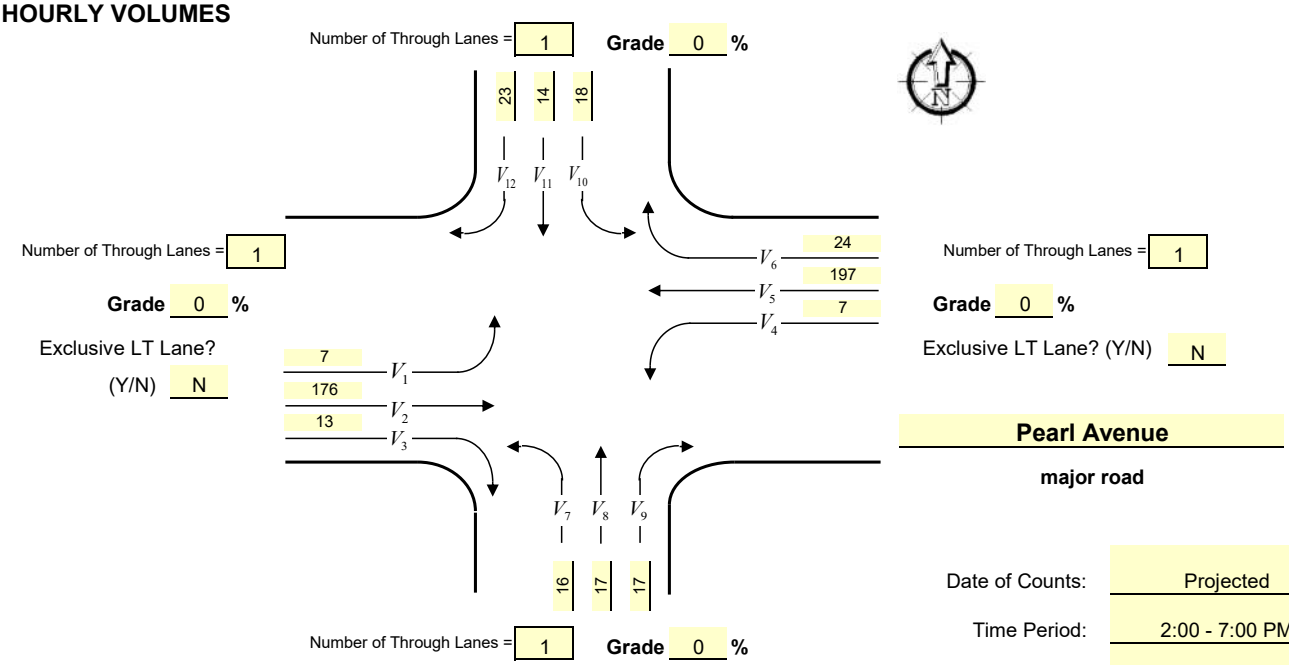
FIGURE F1-d

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl

Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts:	Projected
Time Period:	2:00 - 7:00 PM
Average running speed:	25 MPH
PHF:	0.97

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	7	176	13	7	197	24	16	17	17	18	14	23	529
Adjustment Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	
Volume, v (pcph) *see Table 10-1*	8	181	14	8	203	25	17	18	18	19	15	24	550

VOLUMES IN PCPH

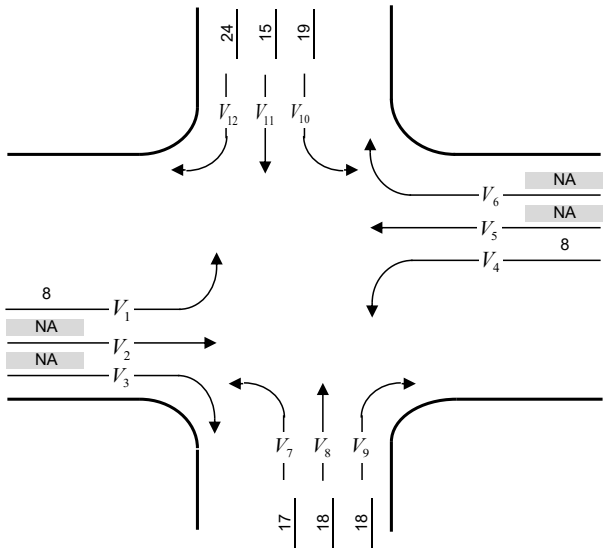


FIGURE F1-d

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{'1} + V_2^{'2}$ 7 + 176 = 183 vph	$V_{c,12} = \frac{1}{2}V_6^{'6} + V_5^{'7}$ 12 + 197 = 209 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1100 pcph	$c_{p,12}$ = 1100 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1100 pcph	$c_{m,12} = c_{p,12}$ = 1100 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.99	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.98
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{'3}$ 176 + 13 = 189 vph	$V_{c,1} = V_5 + V_6^{'8}$ 197 + 24 = 221 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1400 pcph	$c_{p,1}$ = 1300 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1400 pcph	$c_{m,1} = c_{p,1}$ = 1300 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 1.00
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{'1} + V_2 + V_1 + V_6^{'3} + V_5 + V_4$ 7 + 176 + 7 + 24 + 197 + 7 = 418 vph	$V_{c,11} = \frac{1}{2}V_6^{'6} + V_5 + V_4 + V_3^{'5} + V_2 + V_1$ 12 + 197 + 7 + 13 + 176 + 7 = 412 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 650 pcph	$c_{p,11}$ = 650 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 650 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 650 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.98	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.98
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{'1} + V_2 + V_1 + \frac{1}{2}(V_6)^{'5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{'4}\right)$ 7 + 176 + 7 + 12 + 197 + 7 + 19 = 425 vph	$V_{c,10} = \frac{1}{2}V_6^{'1} + V_5 + V_4 + \frac{1}{2}(V_3)^{'10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{'9}\right)$ 12 + 197 + 7 + 7 + 176 + 7 + 17 = 423 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 600 pcph	$c_{p,10}$ = 600 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.98	$p''_{10} = p_{0,8} \times f_8$ = 0.98
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.98 (Fig. 10-6)	p'_{10} = 0.98 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.97	$f_{10} = p'_{10} \times p_{0,9}$ = 0.98
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 582 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 588 pcph

FIGURE F1-d

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	17	582	724	**5**	**A**	**5**	**A**
8	18	650		**5**	**A**		
9	18	1100		**5**	**A**		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	19	588	752	**5**	**A**	**5**	**A**
11	15	650		**5**	**A**		
12	24	1100		**5**	**A**		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	8	1300	1349	**3**	**A**	**1**	**A**
4	8	1400		**3**	**A**	**1**	**A**

Average total delay for the intersection (Eq. 10-14): **1.04** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

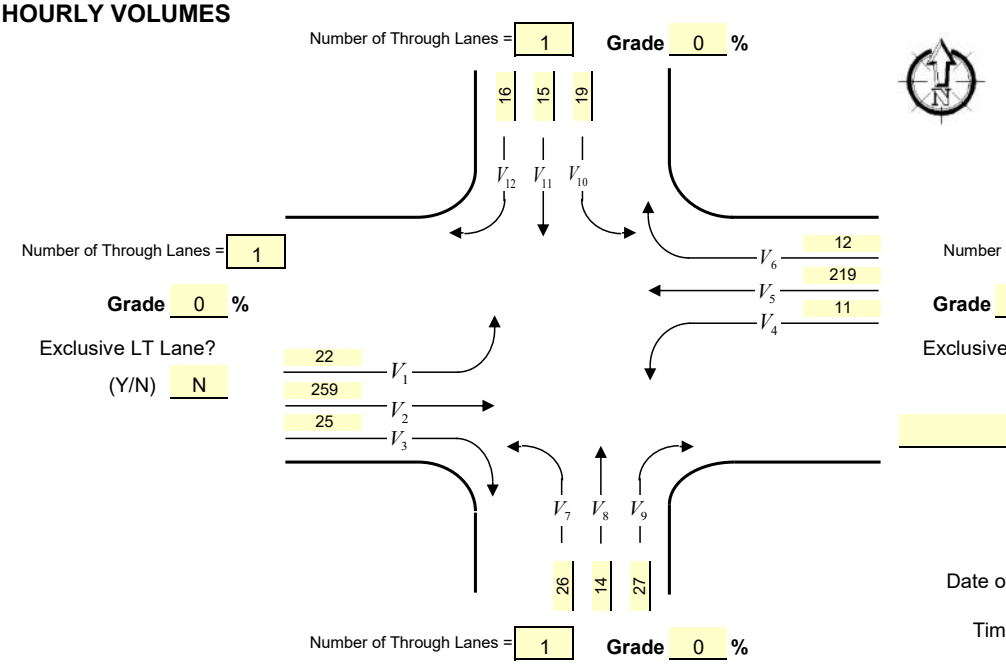
FIGURE F-1e

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl

Name: Aidan Anderson

HOURLY VOLUMES



Glenwood Street

minor road

Pearl Avenue

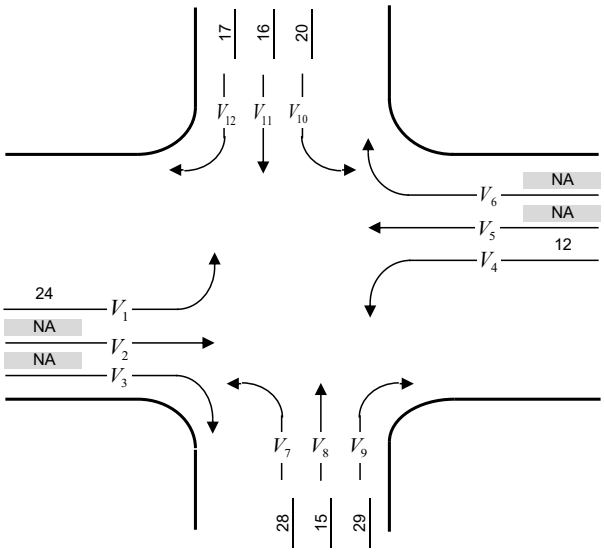
major road

Date of Counts:	Projected
Time Period:	7:00 - 9:00 AM
Average running speed:	25 MPH
PHF:	1.0

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	**Total**
Hourly Flow Rate, V (vph)	22	259	25	11	219	12	26	14	27	19	15	16	665
Adjustment Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	
Volume, v (pcph) *see Table 10-1*	24	272	27	12	230	13	28	15	29	20	16	17	703

VOLUMES IN PCPH



Glenwood Street

minor road

Pearl Avenue

major road

FIGURE F-1e

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{`1} + V_2^{`2}$ 13 + 259 = 272 vph	$V_{c,12} = \frac{1}{2}V_6^{`6} + V_5^{`7}$ 6 + 219 = 225 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1000 pcph	$c_{p,12}$ = 1050 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1000 pcph	$c_{m,12} = c_{p,12}$ = 1050 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.98	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.99
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{`3}$ 259 + 25 = 284 vph	$V_{c,1} = V_5 + V_6^{`8}$ 219 + 12 = 231 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1250 pcph	$c_{p,1}$ = 1300 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1250 pcph	$c_{m,1} = c_{p,1}$ = 1300 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 0.99
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + V_6^{`3} + V_5 + V_4$ 13 + 259 + 22 + 12 + 219 + 11 = 536 vph	$V_{c,11} = \frac{1}{2}V_6^{`6} + V_5 + V_4 + V_3^{`5} + V_2 + V_1$ 6 + 219 + 11 + 25 + 259 + 22 = 542 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 575 pcph	$c_{p,11}$ = 575 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 575 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 575 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.98	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.98
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + \frac{1}{2}(V_6)^{`5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{`4}\right)$ 13 + 259 + 22 + 6 + 219 + 11 + 16 = 546 vph	$V_{c,10} = \frac{1}{2}V_6^{`1} + V_5 + V_4 + \frac{1}{2}(V_3)^{`10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{`9}\right)$ 6 + 219 + 11 + 13 + 259 + 22 + 21 = 551 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 550 pcph	$c_{p,10}$ = 550 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.98	$p''_{10} = p_{0,8} \times f_8$ = 0.98
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.98 (Fig. 10-6)	p'_{10} = 0.98 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.98	$f_{10} = p'_{10} \times p_{0,9}$ = 0.97
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 539 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 534 pcph

FIGURE F-1e

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	28	539	673	7	B	7	B
8	15	575		7	B		
9	29	1000		7	B		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	20	534	651	7	B	7	B
11	16	575		7	B		
12	17	1050		7	B		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	24	1300	1283	3	A	1	A
4	12	1250		3	A	1	A

Average total delay for the intersection (Eq. 10-14): **1.3** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

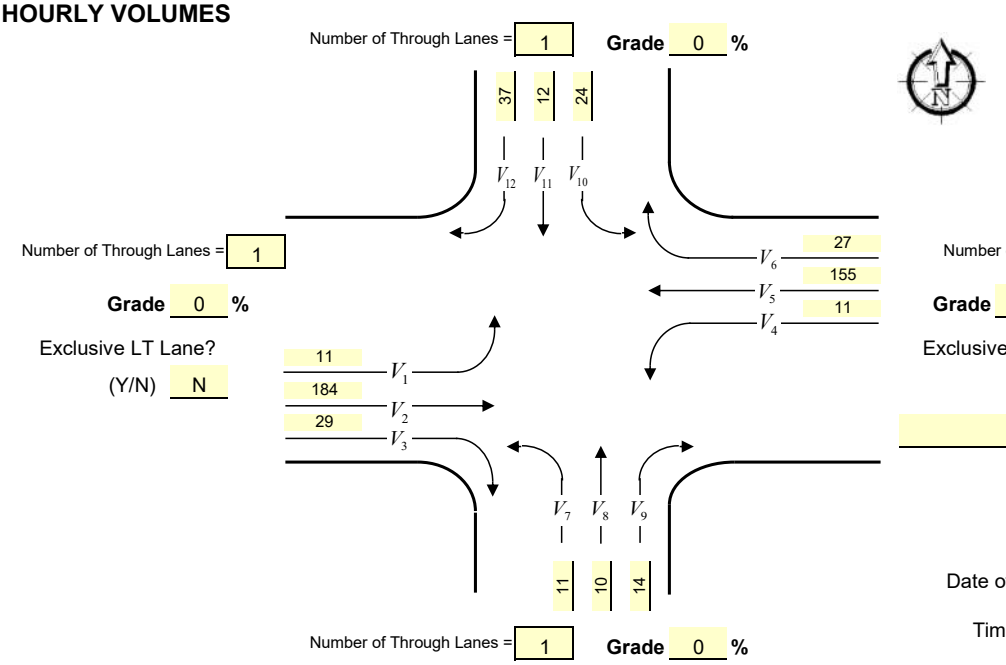
FIGURE F-1f

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl

Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts:	Projected
Time Period:	6:00 - 10:00 AM
Average running speed:	25 MPH
PHF:	0.86

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	11	184	29	11	155	27	11	10	14	24	12	37	525
Adjustment Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	
Volume, v (pcph) *see Table 10-1*	12	189	30	12	159	28	12	11	15	25	13	38	544

VOLUMES IN PCPH

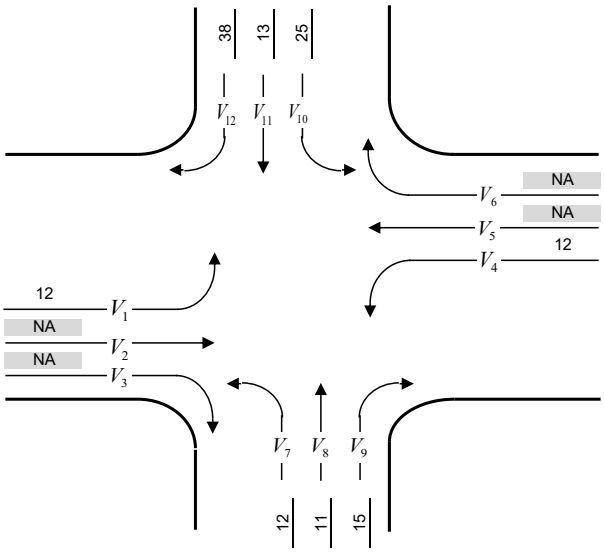


FIGURE F-1f

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{'1} + V_2^{'2}$ 15 + 184 = 199 vph	$V_{c,12} = \frac{1}{2}V_6^{'6} + V_5^{'7}$ 14 + 155 = 169 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1100 pcph	$c_{p,12}$ = 1150 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1100 pcph	$c_{m,12} = c_{p,12}$ = 1150 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.99	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.97
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{'3}$ 184 + 29 = 213 vph	$V_{c,1} = V_5 + V_6^{'8}$ 155 + 27 = 182 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1300 pcph	$c_{p,1}$ = 1400 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1300 pcph	$c_{m,1} = c_{p,1}$ = 1400 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 1.00
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{'1} + V_2 + V_1 + V_6^{'3} + V_5 + V_4$ 15 + 184 + 11 + 27 + 155 + 11 = 403 vph	$V_{c,11} = \frac{1}{2}V_6^{'6} + V_5 + V_4 + V_3^{'5} + V_2 + V_1$ 14 + 155 + 11 + 29 + 184 + 11 = 404 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 700 pcph	$c_{p,11}$ = 700 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 700 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 700 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.99	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.99
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{'1} + V_2 + V_1 + \frac{1}{2}(V_6)^{'5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{'4}\right)$ 15 + 184 + 11 + 14 + 155 + 11 + 25 = 415 vph	$V_{c,10} = \frac{1}{2}V_6^{'1} + V_5 + V_4 + \frac{1}{2}(V_3)^{'10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{'9}\right)$ 14 + 155 + 11 + 15 + 184 + 11 + 12 = 402 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 600 pcph	$c_{p,10}$ = 600 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.99	$p''_{10} = p_{0,8} \times f_8$ = 0.99
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.99 (Fig. 10-6)	p'_{10} = 0.99 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.97	$f_{10} = p'_{10} \times p_{0,9}$ = 0.99
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 582 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 594 pcph

FIGURE F-1f

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	12	582	761	5	A	5	A
8	11	700		5	A		
9	15	1100		5	A		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	25	594	812	5	A	5	A
11	13	700		5	A		
12	38	1150		5	A		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	12	1400	1349	3	A	1	A
4	12	1300		3	A	1	A

Average total delay for the intersection (Eq. 10-14): **1.1** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

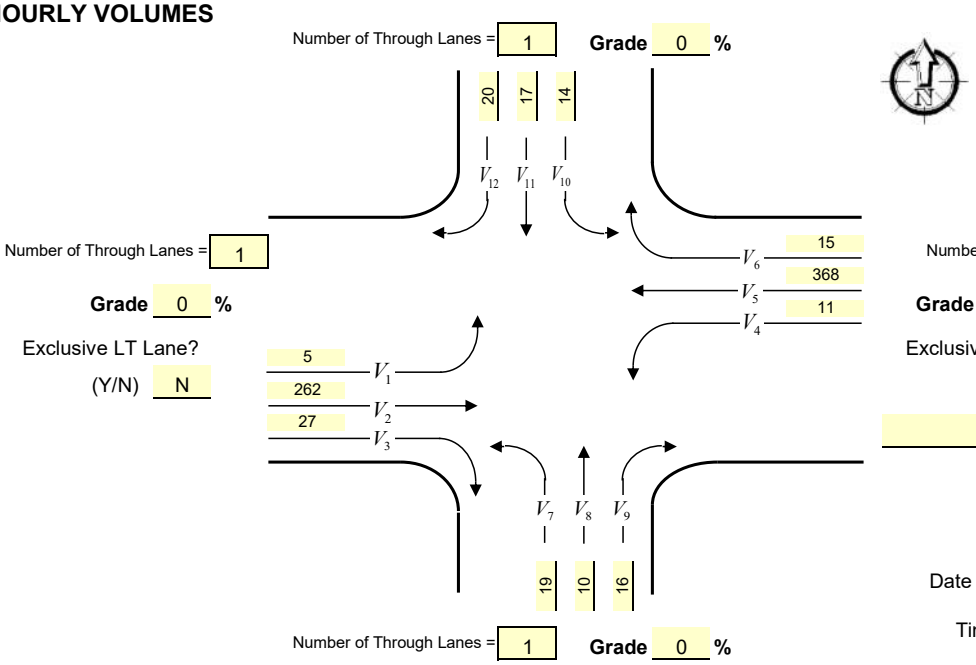
FIGURE F-1g

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl

Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts:	Projected
Time Period:	2:00 - 7:00 PM
Average running speed:	25 MPH
PHF:	0.95

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	5	262	27	11	368	15	19	10	16	14	17	20	784
Adjustment Factor	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	
Volume, v (pcph) *see Table 10-1*	6	274	29	12	385	16	20	11	17	15	18	21	824

VOLUMES IN PCPH

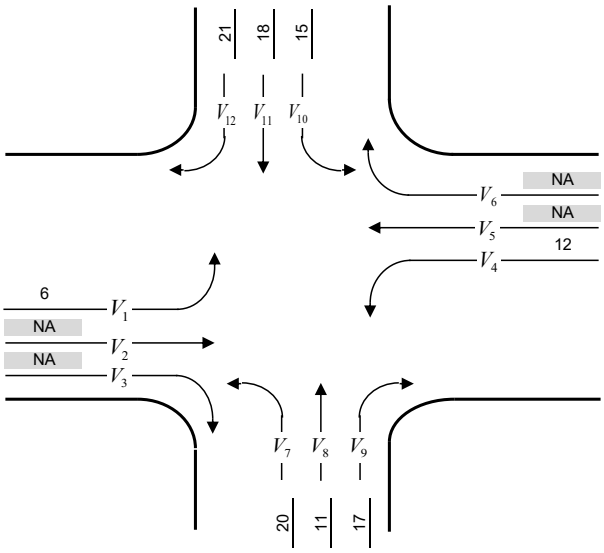


FIGURE F-1g

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{`1} + V_2^{`2}$ 14 + 262 = 276 vph	$V_{c,12} = \frac{1}{2}V_6^{`6} + V_5^{`7}$ 8 + 368 = 376 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1000 pcph	$c_{p,12}$ = 900 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1000 pcph	$c_{m,12} = c_{p,12}$ = 900 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.99	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.98
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{`3}$ 262 + 27 = 289 vph	$V_{c,1} = V_5 + V_6^{`8}$ 368 + 15 = 383 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1250 pcph	$c_{p,1}$ = 1100 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1250 pcph	$c_{m,1} = c_{p,1}$ = 1100 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 1.00
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + V_6^{`3} + V_5 + V_4$ 14 + 262 + 5 + 15 + 368 + 11 = 675 vph	$V_{c,11} = \frac{1}{2}V_6^{`6} + V_5 + V_4 + V_3^{`5} + V_2 + V_1$ 8 + 368 + 11 + 27 + 262 + 5 = 681 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 500 pcph	$c_{p,11}$ = 500 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 500 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 500 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.98	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.97
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{`1} + V_2 + V_1 + \frac{1}{2}(V_6)^{`5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{`4}\right)$ 14 + 262 + 5 + 8 + 368 + 11 + 19 = 687 vph	$V_{c,10} = \frac{1}{2}V_6^{`1} + V_5 + V_4 + \frac{1}{2}(V_3)^{`10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{`9}\right)$ 8 + 368 + 11 + 14 + 262 + 5 + 13 = 681 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 425 pcph	$c_{p,10}$ = 425 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.97	$p''_{10} = p_{0,8} \times f_8$ = 0.98
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.98 (Fig. 10-6)	p'_{10} = 0.98 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.96	$f_{10} = p'_{10} \times p_{0,9}$ = 0.98
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 408 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 417 pcph

FIGURE F-1g

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	20	408	546	7	B	7	B
8	11	500		7	B		
9	17	1000		7	B		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	15	417	567	7	B	7	B
11	18	500		7	B		
12	21	900		7	B		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	6	1100	1196	3	A	1	A
4	12	1250		3	A	1	A

Average total delay for the intersection (Eq. 10-14): **0.89** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

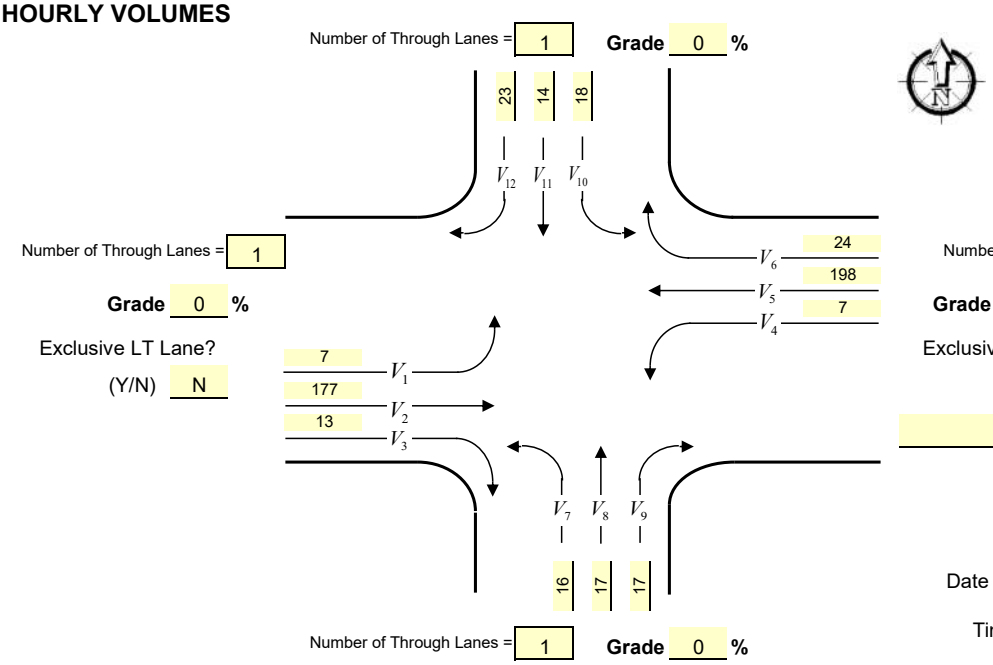
FIGURE F-1h

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl

Name: Aidan Anderson

HOURLY VOLUMES



Date of Counts:	Projected
Time Period:	2:00 - 7:00 PM
Average running speed:	25 MPH
PHF:	0.97

VOLUME ADJUSTMENTS

Movement Number	1	2	3	4	5	6	7	8	9	10	11	12	Total
Hourly Flow Rate, V (vph)	7	177	13	7	198	24	16	17	17	18	14	23	531
Adjustment Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	
Volume, v (pcph) *see Table 10-1*	8	182	14	8	204	25	17	18	18	19	15	24	552

VOLUMES IN PCPH

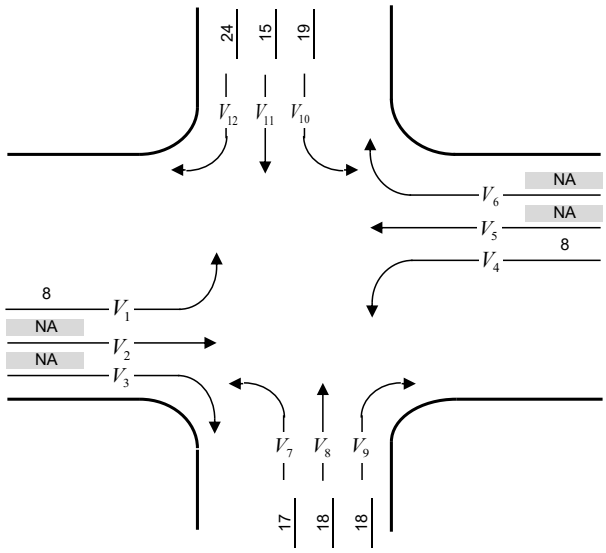


FIGURE F-1h

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

	V_9	V_{12}
STEP 1: RT from Minor Street		
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,9} = \frac{1}{2}V_3^{'1} + V_2^{'2}$ 7 + 177 = 184 vph	$V_{c,12} = \frac{1}{2}V_6^{'6} + V_5^{'7}$ 12 + 198 = 210 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,9}$ = 1100 pcph	$c_{p,12}$ = 1100 pcph
Movement Capacity: c_m	$c_{m,9} = c_{p,9}$ = 1100 pcph	$c_{m,12} = c_{p,12}$ = 1100 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,9} = 1 - v_9/c_{m,9}$ = 0.99	$p_{0,12} = 1 - v_{12}/c_{m,12}$ = 0.98
STEP 2: LT from Major Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,4} = V_2 + V_3^{'3}$ 177 + 13 = 190 vph	$V_{c,1} = V_5 + V_6^{'8}$ 198 + 24 = 222 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,4}$ = 1400 pcph	$c_{p,1}$ = 1300 pcph
Movement Capacity: c_m	$c_{m,4} = c_{p,4}$ = 1400 pcph	$c_{m,1} = c_{p,1}$ = 1300 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,4} = 1 - v_4/c_{m,4}$ = 1.00	$p_{0,1} = 1 - v_1/c_{m,1}$ = 1.00
Major Left Shared Lane Probability of Queue-free State: $p^*_{0,i}$	$p^*_{0,4} = 1 - \frac{1-p_{0,4}}{1-\left(\frac{v_5}{S_5}+\frac{v_6}{S_6}\right)}$ = 1.00	$p^*_{0,1} = 1 - \frac{1-p_{0,1}}{1-\left(\frac{v_2}{S_2}+\frac{v_3}{S_3}\right)}$ = 1.00
STEP 3: TH from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,8} = \frac{1}{2}V_3^{'1} + V_2 + V_1 + V_6^{'3} + V_5 + V_4$ 7 + 177 + 7 + 24 + 198 + 7 = 420 vph	$V_{c,11} = \frac{1}{2}V_6^{'6} + V_5 + V_4 + V_3^{'5} + V_2 + V_1$ 12 + 198 + 7 + 13 + 177 + 7 = 414 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,8}$ = 650 pcph	$c_{p,11}$ = 650 pcph
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_8 = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)	$f_{11} = p_{0,4} \times p_{0,1}$ = 1.00 (*Shared lane use p**)
Movement Capacity: c_m	$c_{m,8} = c_{p,8} \times f_8$ = 650 pcph	$c_{m,11} = c_{p,11} \times f_8$ = 650 pcph
Probability of Queue-free State: $p_{0,i}$	$p_{0,8} = 1 - v_8/c_{m,8}$ = 0.98	$p_{0,11} = 1 - v_{11}/c_{m,11}$ = 0.98
STEP 4: LT from Minor Street	V_4	V_1
Conflicting Flows: V_c (Fig. 10-3)	$V_{c,7} = \frac{1}{2}V_3^{'1} + V_2 + V_1 + \frac{1}{2}(V_6)^{'5} + V_5 + V_4 + \frac{1}{2}\left(V_{11} + V_{12}^{'4}\right)$ 7 + 177 + 7 + 12 + 198 + 7 + 19 = 427 vph	$V_{c,10} = \frac{1}{2}V_6^{'1} + V_5 + V_4 + \frac{1}{2}(V_3)^{'10} + V_2 + V_1 + \frac{1}{2}\left(V_8 + V_9^{'9}\right)$ 12 + 198 + 7 + 7 + 177 + 7 + 17 = 425 vph
Potential Capacity: $c_{p,i}$ (Fig. 10-4,5)	$c_{p,7}$ = 600 pcph	$c_{p,10}$ = 600 pcph
Major Left, Minor Through Impedance Factor: p''_i	$p''_7 = p_{0,11} \times f_{11}$ = 0.98	$p''_{10} = p_{0,8} \times f_8$ = 0.98
Major Left, Minor Through Adjusted Impedance Factor: p'_i	p'_7 = 0.98 (Fig. 10-6)	p'_{10} = 0.98 (Fig. 10-6)
Capacity Adjustment Factor due to Impeding Movements: f_i	$f_7 = p'_7 \times p_{0,12}$ = 0.97	$f_{10} = p'_{10} \times p_{0,9}$ = 0.98
Movement Capacity: c_m	$c_{m,7} = c_{p,7} \times f_7$ = 582 pcph	$c_{m,10} = c_{p,10} \times f_{10}$ = 588 pcph

FIGURE F-1h

WORKSHEET FOR ANALYSIS OF TWSC INTERSECTIONS

Location: Glenwood & Pearl | Name: Aidan Anderson

SHARED LANE CAPACITY

$$c_{sh} = \frac{v_i + v_j}{(v_i/c_{mi}) + (v_j/c_{mj})}$$ where 2 movements share a lane

$$c_{sh} = \frac{v_i + v_j + v_k}{(v_i/c_{mi}) + (v_j/c_{mj}) + (v_k/c_{mk})}$$ where 3 movements share a lane

MINOR STREET APPROACH MOVEMENTS 7,8,9

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
7	17	582	724	**5**	**A**	**5**	**A**
8	18	650		**5**	**A**		
9	18	1100		**5**	**A**		

MINOR STREET APPROACH MOVEMENTS 10,11,12

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
10	19	588	752	**5**	**A**	**5**	**A**
11	15	650		**5**	**A**		
12	24	1100		**5**	**A**		

Movement	v(pcph)	c_m(pcph)	c_{sh}(pcph)	Avg. Single Movement Delay (Fig. 10-7)	LOS	Avg. Total Delay for the Approach, D_A (Eq. 10-13)	LOS
1	8	1300	1349	**3**	**A**	**1**	**A**
4	8	1400		**3**	**A**	**1**	**A**

Average total delay for the intersection (Eq. 10-14): **1.04** **Level of Service for intersection:** **A**

$$D_I = \frac{D_{A,1}v_{A,1} + D_{A,2}v_{A,2} + D_{A,3}v_{A,3} + D_{A,4}v_{A,4}}{v_1 + v_2 + v_3 + \ldots + v_{11} + v_{12}}$$

`1 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, eliminate V_3.
`2 V_2 includes only the volume in the right hand lane.
`3 Where the right-turn is STOP- or YIELD-controlled, eliminate V_3, V_6.
`4 V_6, V_{12} should be eliminated on multilane streets.
`5 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_6.
`6 Where a right-turn lane is provided on major street, and/or where V_6 is STOP-/YIELD-controlled, eliminate V_6.
`7 V_5 includes only the volume in the righthand lane.
`8 Where the right-turn is STOP- or YIELD-controlled, eliminate V_6, V_3.
`9 V_3, V_9 should be eliminated on multilane streets.
`10 Where a right-turn lane is provided on major street, and/or where V_3 is STOP-/YIELD-controlled, and/or on multi-lane major streets, eliminate V_3.

FIGURE F-2a

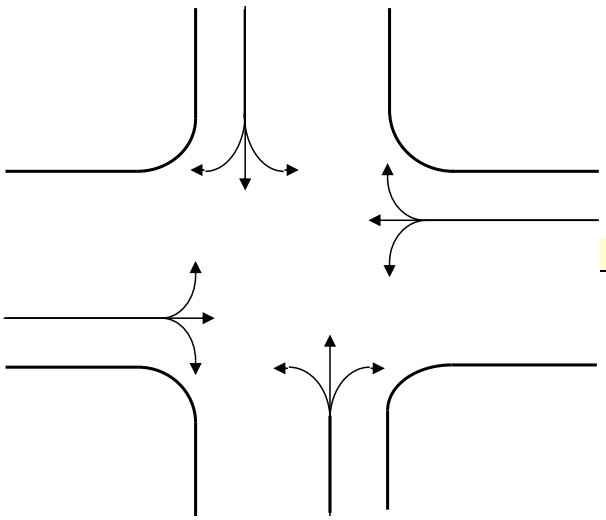
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/15/2025

Analyst: Aidan Anderson
Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**13**	**252**	**57**	**322**	**0.93**
WB	**26**	**190**	**20**	**236**	**0.93**
NB	**52**	**66**	**26**	**144**	**0.93**
SB	**35**	**52**	**12**	**99**	**0.93**

FIGURE F-2a

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**13**	**26**	**52**	**35**
(2)	TH Volume	**252**	**190**	**66**	**52**
(3)	RT Volume	**57**	**20**	**26**	**12**
(4)	Peak Hour Factor	**0.9**	**0.9**	**0.9**	**0.9**
(5)	LT Flow Rate, (1)/(4)	**14**	**28**	**56**	**38**
(6)	TH Flow Rate, (2)/(4)	**271**	**205**	**71**	**56**
(7)	RT Flow Rate, (3)/(4)	**62**	**22**	**28**	**13**
(8)	Approach Flow Rate, (5) + (6) + (7)	**347**	**255**	**155**	**107**
(9)	Proportion LT, (5)/(8)	**0.04**	**0.11**	**0.36**	**0.36**
(10)	Proportion RT, (7)/(8)	**0.18**	**0.09**	**0.18**	**0.12**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**322**	**236**	**144**	**99**
(14)	Opposing Approach Flow Rate	**236**	**322**	**99**	**144**
(15)	Conflicting Approaches Flow Rate	**243**	**243**	**558**	**558**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**801**	**801**	**801**	**801**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.40**	**0.29**	**0.18**	**0.12**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.29**	**0.40**	**0.12**	**0.18**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.30**	**0.30**	**0.70**	**0.70**
(20)	LT, Opposing Approach	**26**	**13**	**35**	**52**
(21)	RT, Opposing Approaches	**20**	**57**	**12**	**26**
(22)	LT, Conflicting Approaches	**87**	**87**	**39**	**39**
(23)	RT, Conflicting Approaches	**38**	**38**	**77**	**77**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.11**	**0.04**	**0.35**	**0.36**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.08**	**0.18**	**0.12**	**0.18**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.36**	**0.36**	**0.07**	**0.07**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.16**	**0.16**	**0.14**	**0.14**

FIGURE F-2a

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.40**	**0.29**	**0.18**	**0.12**
(2)	Proportion, Opposing Approach Flow Rate	**0.29**	**0.40**	**0.12**	**0.18**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**400**	**290**	**180**	**120**
(6)	+ 700 X (2)	**203**	**280**	**84**	**126**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**703**	**670**	**364**	**346**
(10)	Proportion LT, Opposing Approach	**0.11**	**0.04**	**0.35**	**0.36**
(11)	Proportion RT, Opposing Approach	**0.08**	**0.18**	**0.12**	**0.18**
(12)	Proportion LT, Conflicting Approaches	**0.36**	**0.36**	**0.07**	**0.07**
(13)	Proportion RT, Conflicting Approaches	**0.16**	**0.16**	**0.14**	**0.14**
(14)	- 300 X (10)	**-33**	**-12**	**-105**	**-108**
(15)	+ 300 X (11)	**16**	**36**	**24**	**36**
(16)	- 300 X (12)	**-108**	**-108**	**-21**	**-21**
(17)	+ 300 X (13)	**48**	**48**	**42**	**42**
(18)	(14) + (15) + (16) + (17)	**-77**	**-36**	**-60**	**-51**
(19)	Approach Capacity, (9) + (18)	**626**	**634**	**304**	**295**

FIGURE F-2a

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**322**	**236**	**144**	**99**
(2)	Approach Capacity	**626**	**634**	**304**	**295**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.51**	**0.37**	**0.47**	**0.34**
(4)	Average Total Delay = exp[3.8 X (3)]	**7**	**5**	**6**	**4**
(5)	Level-of-Service	**B**	**A**	**B**	**A**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{4694}}{\mathbf{801}} \approx \mathbf{5.87}$$

$$Level-of-Service\ (Intersection) = \mathbf{B}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F-2b

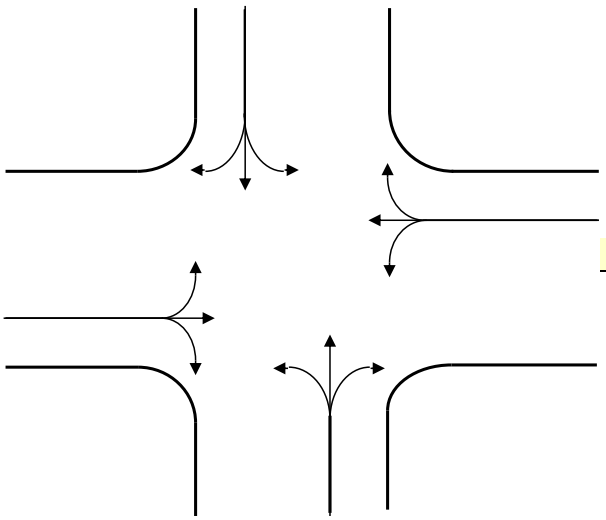
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/19/2025

Analyst: Aidan Anderson
Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**13**	**175**	**29**	**217**	**0.85**
WB	**14**	**182**	**20**	**216**	**0.85**
NB	**27**	**51**	**25**	**103**	**0.85**
SB	**27**	**52**	**14**	**93**	**0.85**

FIGURE F-2b

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45857

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**13**	**14**	**27**	**27**
(2)	TH Volume	**175**	**182**	**51**	**52**
(3)	RT Volume	**29**	**20**	**25**	**14**
(4)	Peak Hour Factor	**0.9**	**0.9**	**0.9**	**0.9**
(5)	LT Flow Rate, (1)/(4)	**16**	**17**	**32**	**32**
(6)	TH Flow Rate, (2)/(4)	**206**	**215**	**60**	**62**
(7)	RT Flow Rate, (3)/(4)	**35**	**24**	**30**	**17**
(8)	Approach Flow Rate, (5) + (6) + (7)	**257**	**256**	**122**	**111**
(9)	Proportion LT, (5)/(8)	**0.06**	**0.07**	**0.26**	**0.29**
(10)	Proportion RT, (7)/(8)	**0.14**	**0.09**	**0.25**	**0.15**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**217**	**216**	**103**	**93**
(14)	Opposing Approach Flow Rate	**216**	**217**	**93**	**103**
(15)	Conflicting Approaches Flow Rate	**196**	**196**	**433**	**433**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**629**	**629**	**629**	**629**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.34**	**0.34**	**0.16**	**0.15**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.34**	**0.34**	**0.15**	**0.16**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.31**	**0.31**	**0.69**	**0.69**
(20)	LT, Opposing Approach	**14**	**13**	**27**	**27**
(21)	RT, Opposing Approaches	**20**	**29**	**14**	**25**
(22)	LT, Conflicting Approaches	**54**	**54**	**27**	**27**
(23)	RT, Conflicting Approaches	**39**	**39**	**49**	**49**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.06**	**0.06**	**0.29**	**0.26**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.09**	**0.13**	**0.15**	**0.24**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.28**	**0.28**	**0.06**	**0.06**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.20**	**0.20**	**0.11**	**0.11**

FIGURE F-2b

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45857

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.34**	**0.34**	**0.16**	**0.15**
(2)	Proportion, Opposing Approach Flow Rate	**0.34**	**0.34**	**0.15**	**0.16**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**340**	**340**	**160**	**150**
(6)	+ 700 X (2)	**238**	**238**	**105**	**112**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**678**	**678**	**365**	**362**
(10)	Proportion LT, Opposing Approach	**0.06**	**0.06**	**0.29**	**0.26**
(11)	Proportion RT, Opposing Approach	**0.09**	**0.13**	**0.15**	**0.24**
(12)	Proportion LT, Conflicting Approaches	**0.28**	**0.28**	**0.06**	**0.06**
(13)	Proportion RT, Conflicting Approaches	**0.20**	**0.20**	**0.11**	**0.11**
(14)	- 300 X (10)	**-18**	**-18**	**-87**	**-78**
(15)	+ 300 X (11)	**18**	**26**	**30**	**48**
(16)	- 300 X (12)	**-84**	**-84**	**-18**	**-18**
(17)	+ 300 X (13)	**60**	**60**	**33**	**33**
(18)	(14) + (15) + (16) + (17)	**-24**	**-16**	**-42**	**-15**
(19)	Approach Capacity, (9) + (18)	**654**	**662**	**323**	**347**

FIGURE F-2b

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45857

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**217**	**216**	**103**	**93**
(2)	Approach Capacity	**654**	**662**	**323**	**347**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.33**	**0.33**	**0.32**	**0.27**
(4)	Average Total Delay = exp[3.8 X (3)]	**4**	**4**	**4**	**3**
(5)	Level-of-Service	**A**	**A**	**A**	**A**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{2423}}{\mathbf{629}} \approx \mathbf{3.86}$$

$$Level-of-Service\ (Intersection) = \mathbf{A}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F-2c

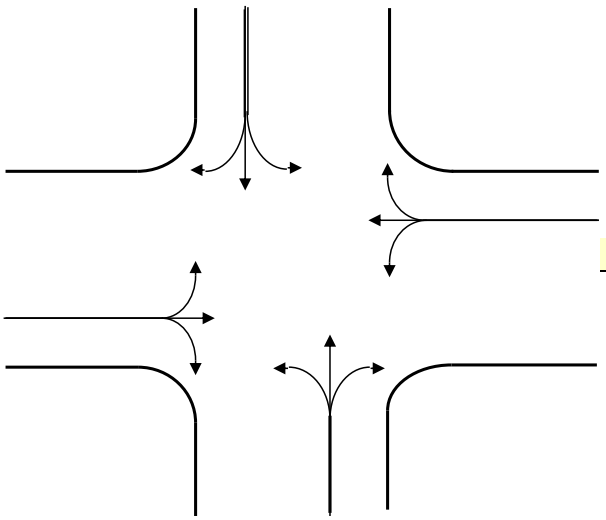
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/15/2025

Analyst: Aidan Anderson
Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**30**	**253**	**58**	**341**	**0.95**
WB	**32**	**337**	**28**	**397**	**0.95**
NB	**59**	**57**	**12**	**128**	**0.95**
SB	**25**	**96**	**38**	**159**	**0.95**

FIGURE F-2c

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**30**	**32**	**59**	**25**
(2)	TH Volume	**253**	**337**	**57**	**96**
(3)	RT Volume	**58**	**28**	**12**	**38**
(4)	Peak Hour Factor	**1.0**	**1.0**	**1.0**	**1.0**
(5)	LT Flow Rate, (1)/(4)	**32**	**34**	**63**	**27**
(6)	TH Flow Rate, (2)/(4)	**267**	**355**	**60**	**102**
(7)	RT Flow Rate, (3)/(4)	**62**	**30**	**13**	**40**
(8)	Approach Flow Rate, (5) + (6) + (7)	**361**	**419**	**136**	**169**
(9)	Proportion LT, (5)/(8)	**0.09**	**0.08**	**0.46**	**0.16**
(10)	Proportion RT, (7)/(8)	**0.17**	**0.07**	**0.10**	**0.24**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**341**	**397**	**128**	**159**
(14)	Opposing Approach Flow Rate	**397**	**341**	**159**	**128**
(15)	Conflicting Approaches Flow Rate	**287**	**287**	**738**	**738**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**1025**	**1025**	**1025**	**1025**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.33**	**0.39**	**0.12**	**0.16**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.39**	**0.33**	**0.16**	**0.12**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.28**	**0.28**	**0.72**	**0.72**
(20)	LT, Opposing Approach	**32**	**30**	**25**	**59**
(21)	RT, Opposing Approaches	**28**	**58**	**38**	**12**
(22)	LT, Conflicting Approaches	**84**	**84**	**62**	**62**
(23)	RT, Conflicting Approaches	**50**	**50**	**86**	**86**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.08**	**0.09**	**0.16**	**0.46**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.07**	**0.17**	**0.24**	**0.09**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.29**	**0.29**	**0.08**	**0.08**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.17**	**0.17**	**0.12**	**0.12**

FIGURE F-2c

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.33**	**0.39**	**0.12**	**0.16**
(2)	Proportion, Opposing Approach Flow Rate	**0.39**	**0.33**	**0.16**	**0.12**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**330**	**390**	**120**	**160**
(6)	+ 700 X (2)	**273**	**231**	**112**	**84**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**703**	**721**	**332**	**344**
(10)	Proportion LT, Opposing Approach	**0.08**	**0.09**	**0.16**	**0.46**
(11)	Proportion RT, Opposing Approach	**0.07**	**0.17**	**0.24**	**0.09**
(12)	Proportion LT, Conflicting Approaches	**0.29**	**0.29**	**0.08**	**0.08**
(13)	Proportion RT, Conflicting Approaches	**0.17**	**0.17**	**0.12**	**0.12**
(14)	- 300 X (10)	**-24**	**-27**	**-48**	**-138**
(15)	+ 300 X (11)	**14**	**34**	**48**	**18**
(16)	- 300 X (12)	**-87**	**-87**	**-24**	**-24**
(17)	+ 300 X (13)	**51**	**51**	**36**	**36**
(18)	(14) + (15) + (16) + (17)	**-46**	**-29**	**12**	**-108**
(19)	Approach Capacity, (9) + (18)	**657**	**692**	**344**	**236**

FIGURE F-2c

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**341**	**397**	**128**	**159**
(2)	Approach Capacity	**657**	**692**	**344**	**236**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.52**	**0.57**	**0.37**	**0.67**
(4)	Average Total Delay = exp[3.8 X (3)]	**8**	**9**	**5**	**13**
(5)	Level-of-Service	**B**	**B**	**A**	**C**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{9008}}{\mathbf{1025}} \approx \mathbf{8.79}$$

$$Level-of-Service\ (Intersection) = \mathbf{B}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F-2d

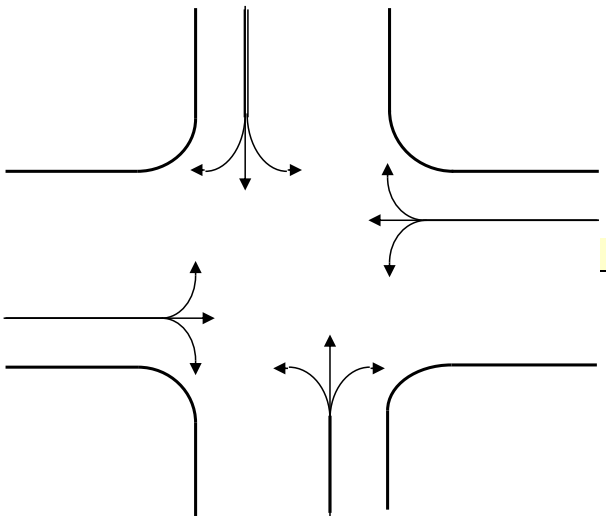
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/19/2025

Analyst: Aidan Anderson
Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**10**	**159**	**46**	**215**	**0.96**
WB	**24**	**183**	**23**	**230**	**0.96**
NB	**30**	**39**	**13**	**82**	**0.96**
SB	**17**	**83**	**36**	**136**	**0.96**

FIGURE F-2d

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 7/19/2025

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**10**	**24**	**30**	**17**
(2)	TH Volume	**159**	**183**	**39**	**83**
(3)	RT Volume	**46**	**23**	**13**	**36**
(4)	Peak Hour Factor	**1.0**	**1.0**	**1.0**	**1.0**
(5)	LT Flow Rate, (1)/(4)	**11**	**25**	**32**	**18**
(6)	TH Flow Rate, (2)/(4)	**166**	**191**	**41**	**87**
(7)	RT Flow Rate, (3)/(4)	**48**	**24**	**14**	**38**
(8)	Approach Flow Rate, (5) + (6) + (7)	**225**	**240**	**87**	**143**
(9)	Proportion LT, (5)/(8)	**0.05**	**0.10**	**0.37**	**0.13**
(10)	Proportion RT, (7)/(8)	**0.21**	**0.10**	**0.16**	**0.27**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**215**	**230**	**82**	**136**
(14)	Opposing Approach Flow Rate	**230**	**215**	**136**	**82**
(15)	Conflicting Approaches Flow Rate	**218**	**218**	**445**	**445**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**663**	**663**	**663**	**663**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.32**	**0.35**	**0.12**	**0.21**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.35**	**0.32**	**0.21**	**0.12**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.33**	**0.33**	**0.67**	**0.67**
(20)	LT, Opposing Approach	**24**	**10**	**17**	**30**
(21)	RT, Opposing Approaches	**23**	**46**	**36**	**13**
(22)	LT, Conflicting Approaches	**47**	**47**	**34**	**34**
(23)	RT, Conflicting Approaches	**49**	**49**	**69**	**69**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.10**	**0.05**	**0.13**	**0.37**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.10**	**0.21**	**0.26**	**0.16**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.22**	**0.22**	**0.08**	**0.08**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.22**	**0.22**	**0.16**	**0.16**

FIGURE F-2d

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 7/19/2025

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.32**	**0.35**	**0.12**	**0.21**
(2)	Proportion, Opposing Approach Flow Rate	**0.35**	**0.32**	**0.21**	**0.12**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**320**	**350**	**120**	**210**
(6)	+ 700 X (2)	**245**	**224**	**147**	**84**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**665**	**674**	**367**	**394**
(10)	Proportion LT, Opposing Approach	**0.10**	**0.05**	**0.13**	**0.37**
(11)	Proportion RT, Opposing Approach	**0.10**	**0.21**	**0.26**	**0.16**
(12)	Proportion LT, Conflicting Approaches	**0.22**	**0.22**	**0.08**	**0.08**
(13)	Proportion RT, Conflicting Approaches	**0.22**	**0.22**	**0.16**	**0.16**
(14)	- 300 X (10)	**-30**	**-15**	**-39**	**-111**
(15)	+ 300 X (11)	**20**	**42**	**52**	**32**
(16)	- 300 X (12)	**-66**	**-66**	**-24**	**-24**
(17)	+ 300 X (13)	**66**	**66**	**48**	**48**
(18)	(14) + (15) + (16) + (17)	**-10**	**27**	**37**	**-55**
(19)	Approach Capacity, (9) + (18)	**655**	**701**	**404**	**339**

FIGURE F-2d

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 7/19/2025

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**215**	**230**	**82**	**136**
(2)	Approach Capacity	**655**	**701**	**404**	**339**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.33**	**0.33**	**0.20**	**0.40**
(4)	Average Total Delay = exp[3.8 X (3)]	**4**	**4**	**3**	**5**
(5)	Level-of-Service	**A**	**A**	**A**	**A**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{2706}}{\mathbf{663}} \approx \mathbf{4.09}$$

$$Level-of-Service\ (Intersection) = \mathbf{A}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F2-e

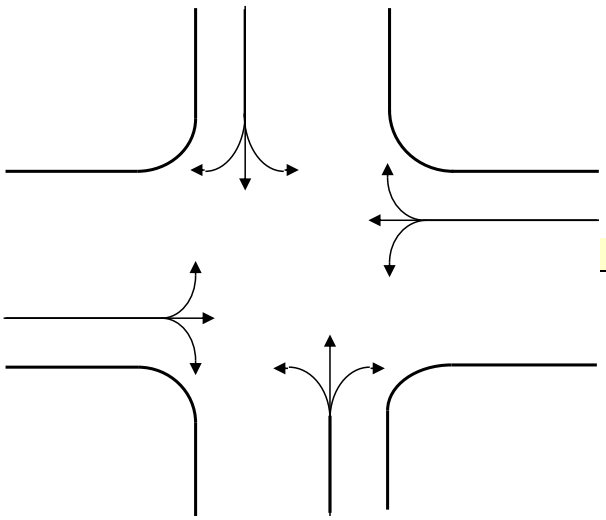
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/15/2025

Analyst: Aidan Anderson
Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**14**	**252**	**57**	**323**	**0.93**
WB	**26**	**190**	**21**	**237**	**0.93**
NB	**52**	**67**	**26**	**145**	**0.93**
SB	**36**	**53**	**14**	**103**	**0.93**

FIGURE F2-e

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**14**	**26**	**52**	**36**
(2)	TH Volume	**252**	**190**	**67**	**53**
(3)	RT Volume	**57**	**21**	**26**	**14**
(4)	Peak Hour Factor	**0.9**	**0.9**	**0.9**	**0.9**
(5)	LT Flow Rate, (1)/(4)	**16**	**28**	**56**	**39**
(6)	TH Flow Rate, (2)/(4)	**271**	**205**	**73**	**57**
(7)	RT Flow Rate, (3)/(4)	**62**	**23**	**28**	**16**
(8)	Approach Flow Rate, (5) + (6) + (7)	**349**	**256**	**157**	**112**
(9)	Proportion LT, (5)/(8)	**0.05**	**0.11**	**0.36**	**0.35**
(10)	Proportion RT, (7)/(8)	**0.18**	**0.09**	**0.18**	**0.14**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**323**	**237**	**145**	**103**
(14)	Opposing Approach Flow Rate	**237**	**323**	**103**	**145**
(15)	Conflicting Approaches Flow Rate	**248**	**248**	**560**	**560**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**808**	**808**	**808**	**808**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.40**	**0.29**	**0.18**	**0.13**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.29**	**0.40**	**0.13**	**0.18**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.31**	**0.31**	**0.69**	**0.69**
(20)	LT, Opposing Approach	**26**	**14**	**36**	**52**
(21)	RT, Opposing Approaches	**21**	**57**	**14**	**26**
(22)	LT, Conflicting Approaches	**88**	**88**	**40**	**40**
(23)	RT, Conflicting Approaches	**40**	**40**	**78**	**78**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.11**	**0.04**	**0.35**	**0.36**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.09**	**0.18**	**0.14**	**0.18**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.35**	**0.35**	**0.07**	**0.07**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.16**	**0.16**	**0.14**	**0.14**

FIGURE F2-e

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.40**	**0.29**	**0.18**	**0.13**
(2)	Proportion, Opposing Approach Flow Rate	**0.29**	**0.40**	**0.13**	**0.18**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**400**	**290**	**180**	**130**
(6)	+ 700 X (2)	**203**	**280**	**91**	**126**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**703**	**670**	**371**	**356**
(10)	Proportion LT, Opposing Approach	**0.11**	**0.04**	**0.35**	**0.36**
(11)	Proportion RT, Opposing Approach	**0.09**	**0.18**	**0.14**	**0.18**
(12)	Proportion LT, Conflicting Approaches	**0.35**	**0.35**	**0.07**	**0.07**
(13)	Proportion RT, Conflicting Approaches	**0.16**	**0.16**	**0.14**	**0.14**
(14)	- 300 X (10)	**-33**	**-12**	**-105**	**-108**
(15)	+ 300 X (11)	**18**	**36**	**28**	**36**
(16)	- 300 X (12)	**-105**	**-105**	**-21**	**-21**
(17)	+ 300 X (13)	**48**	**48**	**42**	**42**
(18)	(14) + (15) + (16) + (17)	**-72**	**-33**	**-56**	**-51**
(19)	Approach Capacity, (9) + (18)	**631**	**637**	**315**	**305**

FIGURE F2-e

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**323**	**237**	**145**	**103**
(2)	Approach Capacity	**631**	**637**	**315**	**305**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.51**	**0.37**	**0.46**	**0.34**
(4)	Average Total Delay = exp[3.8 X (3)]	**7**	**5**	**6**	**4**
(5)	Level-of-Service	**B**	**A**	**B**	**A**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{4728}}{\mathbf{808}} \approx \mathbf{5.86}$$

$$Level-of-Service\ (Intersection) = \mathbf{B}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F2-f

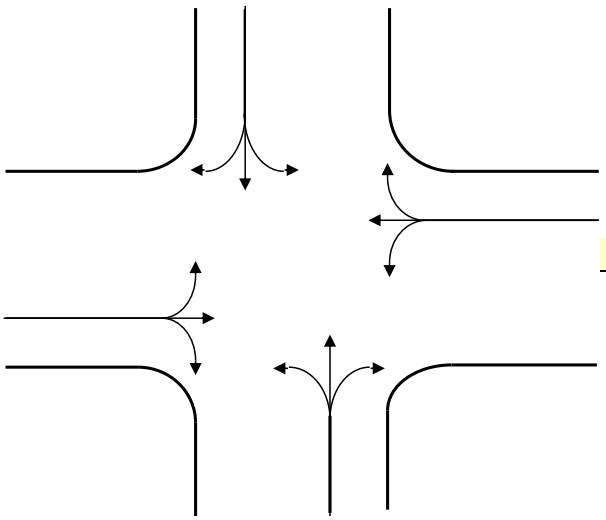
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/19/2025

Analyst: Aidan Anderson
Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**16**	**175**	**29**	**220**	**0.85**
WB	**14**	**182**	**21**	**217**	**0.85**
NB	**27**	**52**	**25**	**104**	**0.85**
SB	**28**	**53**	**16**	**97**	**0.85**

FIGURE F2-f

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45857

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**16**	**14**	**27**	**28**
(2)	TH Volume	**175**	**182**	**52**	**53**
(3)	RT Volume	**29**	**21**	**25**	**16**
(4)	Peak Hour Factor	**0.9**	**0.9**	**0.9**	**0.9**
(5)	LT Flow Rate, (1)/(4)	**19**	**17**	**32**	**33**
(6)	TH Flow Rate, (2)/(4)	**206**	**215**	**62**	**63**
(7)	RT Flow Rate, (3)/(4)	**35**	**25**	**30**	**19**
(8)	Approach Flow Rate, (5) + (6) + (7)	**260**	**257**	**124**	**115**
(9)	Proportion LT, (5)/(8)	**0.07**	**0.07**	**0.26**	**0.29**
(10)	Proportion RT, (7)/(8)	**0.13**	**0.10**	**0.24**	**0.17**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**220**	**217**	**104**	**97**
(14)	Opposing Approach Flow Rate	**217**	**220**	**97**	**104**
(15)	Conflicting Approaches Flow Rate	**201**	**201**	**437**	**437**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**638**	**638**	**638**	**638**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.34**	**0.34**	**0.16**	**0.15**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.34**	**0.34**	**0.15**	**0.16**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.32**	**0.32**	**0.68**	**0.68**
(20)	LT, Opposing Approach	**14**	**16**	**28**	**27**
(21)	RT, Opposing Approaches	**21**	**29**	**16**	**25**
(22)	LT, Conflicting Approaches	**55**	**55**	**30**	**30**
(23)	RT, Conflicting Approaches	**41**	**41**	**50**	**50**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.06**	**0.07**	**0.29**	**0.26**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.10**	**0.13**	**0.16**	**0.24**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.27**	**0.27**	**0.07**	**0.07**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.20**	**0.20**	**0.11**	**0.11**

FIGURE F2-f

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45857

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.34**	**0.34**	**0.16**	**0.15**
(2)	Proportion, Opposing Approach Flow Rate	**0.34**	**0.34**	**0.15**	**0.16**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**340**	**340**	**160**	**150**
(6)	+ 700 X (2)	**238**	**238**	**105**	**112**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**678**	**678**	**365**	**362**
(10)	Proportion LT, Opposing Approach	**0.06**	**0.07**	**0.29**	**0.26**
(11)	Proportion RT, Opposing Approach	**0.10**	**0.13**	**0.16**	**0.24**
(12)	Proportion LT, Conflicting Approaches	**0.27**	**0.27**	**0.07**	**0.07**
(13)	Proportion RT, Conflicting Approaches	**0.20**	**0.20**	**0.11**	**0.11**
(14)	- 300 X (10)	**-18**	**-21**	**-87**	**-78**
(15)	+ 300 X (11)	**20**	**26**	**32**	**48**
(16)	- 300 X (12)	**-81**	**-81**	**-21**	**-21**
(17)	+ 300 X (13)	**60**	**60**	**33**	**33**
(18)	(14) + (15) + (16) + (17)	**-19**	**-16**	**-43**	**-18**
(19)	Approach Capacity, (9) + (18)	**659**	**662**	**322**	**344**

FIGURE F2-f

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45857

Analyst: Aidan Anderson Time Period Analyzed: 6:00 - 10:00 AM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**220**	**217**	**104**	**97**
(2)	Approach Capacity	**659**	**662**	**322**	**344**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.33**	**0.33**	**0.32**	**0.28**
(4)	Average Total Delay = exp[3.8 X (3)]	**4**	**4**	**4**	**3**
(5)	Level-of-Service	**A**	**A**	**A**	**A**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{2455}}{\mathbf{638}} \approx \mathbf{3.85}$$

$$Level-of-Service\ (Intersection) = \mathbf{A}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F2-g

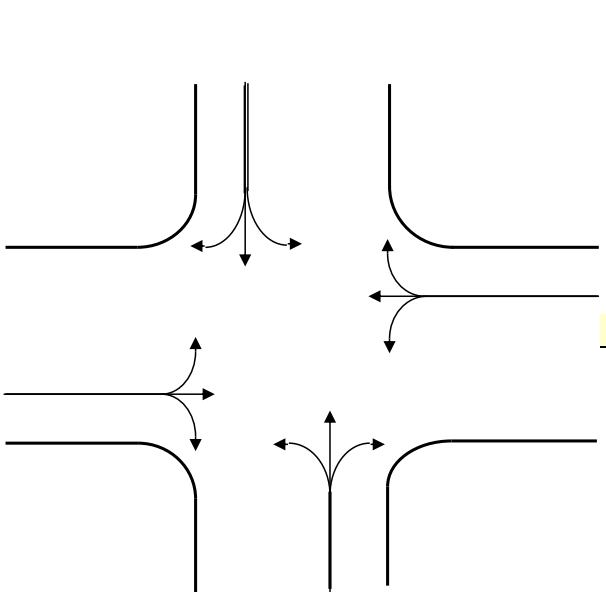
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/15/2025

Analyst: Aidan Anderson
Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**32**	**253**	**58**	**343**	**0.95**
WB	**32**	**337**	**29**	**398**	**0.95**
NB	**59**	**58**	**12**	**129**	**0.95**
SB	**26**	**97**	**40**	**163**	**0.95**

FIGURE F2-g

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**32**	**32**	**59**	**26**
(2)	TH Volume	**253**	**337**	**58**	**97**
(3)	RT Volume	**58**	**29**	**12**	**40**
(4)	Peak Hour Factor	**1.0**	**1.0**	**1.0**	**1.0**
(5)	LT Flow Rate, (1)/(4)	**34**	**34**	**63**	**28**
(6)	TH Flow Rate, (2)/(4)	**267**	**355**	**62**	**103**
(7)	RT Flow Rate, (3)/(4)	**62**	**31**	**13**	**43**
(8)	Approach Flow Rate, (5) + (6) + (7)	**363**	**420**	**138**	**174**
(9)	Proportion LT, (5)/(8)	**0.09**	**0.08**	**0.46**	**0.16**
(10)	Proportion RT, (7)/(8)	**0.17**	**0.07**	**0.09**	**0.25**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**343**	**398**	**129**	**163**
(14)	Opposing Approach Flow Rate	**398**	**343**	**163**	**129**
(15)	Conflicting Approaches Flow Rate	**292**	**292**	**741**	**741**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**1033**	**1033**	**1033**	**1033**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.33**	**0.39**	**0.12**	**0.16**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.39**	**0.33**	**0.16**	**0.12**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.28**	**0.28**	**0.72**	**0.72**
(20)	LT, Opposing Approach	**32**	**32**	**26**	**59**
(21)	RT, Opposing Approaches	**29**	**58**	**40**	**12**
(22)	LT, Conflicting Approaches	**85**	**85**	**64**	**64**
(23)	RT, Conflicting Approaches	**52**	**52**	**87**	**87**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.08**	**0.09**	**0.16**	**0.46**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.07**	**0.17**	**0.25**	**0.09**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.29**	**0.29**	**0.09**	**0.09**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.18**	**0.18**	**0.12**	**0.12**

FIGURE F2-g

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.33**	**0.39**	**0.12**	**0.16**
(2)	Proportion, Opposing Approach Flow Rate	**0.39**	**0.33**	**0.16**	**0.12**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**330**	**390**	**120**	**160**
(6)	+ 700 X (2)	**273**	**231**	**112**	**84**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**703**	**721**	**332**	**344**
(10)	Proportion LT, Opposing Approach	**0.08**	**0.09**	**0.16**	**0.46**
(11)	Proportion RT, Opposing Approach	**0.07**	**0.17**	**0.25**	**0.09**
(12)	Proportion LT, Conflicting Approaches	**0.29**	**0.29**	**0.09**	**0.09**
(13)	Proportion RT, Conflicting Approaches	**0.18**	**0.18**	**0.12**	**0.12**
(14)	- 300 X (10)	**-24**	**-27**	**-48**	**-138**
(15)	+ 300 X (11)	**14**	**34**	**50**	**18**
(16)	- 300 X (12)	**-87**	**-87**	**-27**	**-27**
(17)	+ 300 X (13)	**54**	**54**	**36**	**36**
(18)	(14) + (15) + (16) + (17)	**-43**	**-26**	**11**	**-111**
(19)	Approach Capacity, (9) + (18)	**660**	**695**	**343**	**233**

FIGURE F2-g

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 45853

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**343**	**398**	**129**	**163**
(2)	Approach Capacity	**660**	**695**	**343**	**233**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.52**	**0.57**	**0.38**	**0.70**
(4)	Average Total Delay = exp[3.8 X (3)]	**8**	**9**	**5**	**15**
(5)	Level-of-Service	**B**	**B**	**A**	**C**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{9416}}{\mathbf{1033}} \approx \mathbf{9.12}$$

$$Level-of-Service\ (Intersection) = \mathbf{B}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE F2-h

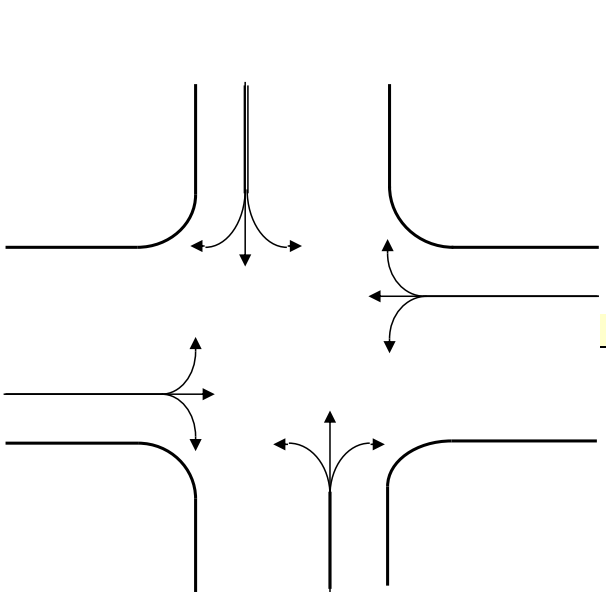
AWSC WORKSHEET - INPUT

Location: Pearl Avenue & Millward Street (Intersection No. 2)
Date: 7/19/2025

Analyst: Aidan Anderson
Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03
City/State: Jackson, WY

GEOMETRICS



Pearl Avenue

EW Street

Millward Street

NS Street

IDENTIFY IN DIAGRAM:
1 Number of lanes
2 Movement by lane
3 North Arrow

TRAFFIC VOLUMES

Approach	LT	TH	RT	Total	PHF
EB	**13**	**159**	**46**	**218**	**0.96**
WB	**24**	**183**	**24**	**231**	**0.96**
NB	**30**	**40**	**13**	**83**	**0.96**
SB	**18**	**84**	**38**	**140**	**0.96**

FIGURE F2-h

AWSC WORKSHEET - VOLUME SUMMARY

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 7/19/2025

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step	Calculation	EB	WB	NB	SB
(1)	LT Volume	**13**	**24**	**30**	**18**
(2)	TH Volume	**159**	**183**	**40**	**84**
(3)	RT Volume	**46**	**24**	**13**	**38**
(4)	Peak Hour Factor	**1.0**	**1.0**	**1.0**	**1.0**
(5)	LT Flow Rate, (1)/(4)	**14**	**25**	**32**	**19**
(6)	TH Flow Rate, (2)/(4)	**166**	**191**	**42**	**88**
(7)	RT Flow Rate, (3)/(4)	**48**	**25**	**14**	**40**
(8)	Approach Flow Rate, (5) + (6) + (7)	**228**	**241**	**88**	**147**
(9)	Proportion LT, (5)/(8)	**0.06**	**0.10**	**0.36**	**0.13**
(10)	Proportion RT, (7)/(8)	**0.21**	**0.10**	**0.16**	**0.27**
(11)	Opposing Approach (Direction)	**WB**	**EB**	**SB**	**NB**
(12)	Conflicting Approaches (Directions)	**NB,SB**	**NB,SB**	**EB,WB**	**EB,WB**
(13)	Subject Approach Flow Rate	**218**	**231**	**83**	**140**
(14)	Opposing Approach Flow Rate	**231**	**218**	**140**	**83**
(15)	Conflicting Approaches Flow Rate	**223**	**223**	**449**	**449**
(16)	Total Intersection Flow Rate, (13) + (14) + (15)	**672**	**672**	**672**	**672**
(17)	Proportion, Subject Approach Flow Rate, (13)/(16)	**0.32**	**0.34**	**0.12**	**0.21**
(18)	Proportion, Opposing Approach Flow Rate, (14)/(16)	**0.34**	**0.32**	**0.21**	**0.12**
(19)	Proportion, Conflicting Approaches Flow Rate, (15/16)	**0.33**	**0.33**	**0.67**	**0.67**
(20)	LT, Opposing Approach	**24**	**13**	**18**	**30**
(21)	RT, Opposing Approaches	**24**	**46**	**38**	**13**
(22)	LT, Conflicting Approaches	**48**	**48**	**37**	**37**
(23)	RT, Conflicting Approaches	**51**	**51**	**70**	**70**
(24)	Proportion LT, Opposing Approach, (20)/(14)	**0.10**	**0.06**	**0.13**	**0.36**
(25)	Proportion RT, Opposing Approach, (21)/(14)	**0.10**	**0.21**	**0.27**	**0.16**
(26)	Proportion LT, Conflicting Approaches, (22)/(15)	**0.22**	**0.22**	**0.08**	**0.08**
(27)	Proportion RT, Conflicting Approaches, (23)/(15)	**0.23**	**0.23**	**0.16**	**0.16**

FIGURE F2-h

AWSC WORKSHEET - CAPACITY ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 7/19/2025

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Proportion, Subject Approach Flow Rate	**0.32**	**0.34**	**0.12**	**0.21**
(2)	Proportion, Opposing Approach Flow Rate	**0.34**	**0.32**	**0.21**	**0.12**
(3)	Lanes on Subject Approach	**1**	**1**	**1**	**1**
(4)	Lanes on Opposing Approach	**1**	**1**	**1**	**1**
(5)	+ 1000 X (1)	**320**	**340**	**120**	**210**
(6)	+ 700 X (2)	**238**	**224**	**147**	**84**
(7)	+ 200 X (3)	**200**	**200**	**200**	**200**
(8)	- 100 X (4)	**-100**	**-100**	**-100**	**-100**
(9)	(5) + (6) + (7) + (8)	**658**	**664**	**367**	**394**
(10)	Proportion LT, Opposing Approach	**0.10**	**0.06**	**0.13**	**0.36**
(11)	Proportion RT, Opposing Approach	**0.10**	**0.21**	**0.27**	**0.16**
(12)	Proportion LT, Conflicting Approaches	**0.22**	**0.22**	**0.08**	**0.08**
(13)	Proportion RT, Conflicting Approaches	**0.23**	**0.23**	**0.16**	**0.16**
(14)	- 300 X (10)	**-30**	**-18**	**-39**	**-108**
(15)	+ 300 X (11)	**20**	**42**	**54**	**32**
(16)	- 300 X (12)	**-66**	**-66**	**-24**	**-24**
(17)	+ 300 X (13)	**69**	**69**	**48**	**48**
(18)	(14) + (15) + (16) + (17)	**-7**	**27**	**39**	**-52**
(19)	Approach Capacity, (9) + (18)	**651**	**691**	**406**	**342**

FIGURE F2-h

AWSC WORKSHEET - LEVEL-OF-SERVICE (LOS) ANALYSIS

Location: Pearl Avenue & Millward Street (Intersection No. 2) Date: 7/19/2025

Analyst: Aidan Anderson Time Period Analyzed: 2:00 - 7:00 PM

Project No.: 23-414-03 City/State: Jackson, WY

Step		EB	WB	NB	SB
(1)	Approach Flow Rate	**218**	**231**	**83**	**140**
(2)	Approach Capacity	**651**	**691**	**406**	**342**
(3)	Volume/Capacity Ratio, (1)/(2)	**0.33**	**0.33**	**0.20**	**0.41**
(4)	Average Total Delay = exp[3.8 X (3)]	**4**	**4**	**3**	**5**
(5)	Level-of-Service	**A**	**A**	**A**	**A**

$$Intersection\ Total\ Delay = \frac{\sum (Vehicle\ Total\ Delay \times Volume)}{\sum Volume} = \frac{\mathbf{2745}}{\mathbf{672}} \approx \mathbf{4.09}$$

$$Level-of-Service\ (Intersection) = \mathbf{A}$$

Level-of-Service (LOS)	Average Total Delay, sec/veh
A	≤ 5
B	> 5 and ≤ 10
C	> 10 and ≤ 20
D	> 20 and ≤ 30
E	> 30 and ≤ 45
F	> 45

FIGURE G-1
MILLWARD HOTEL WEEKDAY A.M.
PEAK HOUR TOTAL VOLUME

Time (A.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	
6:00													1
6:15										170			3
6:30										211			3
6:45	73			99						234			6
7:00	73			90			262	7	2	240			2
7:15	94			121			297	10	3	257			4
7:30	127			149			343	19	1	278			3
7:45	139			188			444	22	1	335			12
8:00	131			180			440	24	7	320			12
8:15	145			186			428	25	5	328			36
8:30	196			188			442	11	4	343			18
8:45	164			208			460	18	4	375			27
9:00	**155**	**70**	**7**	**187**	**32**	**15**	**465**	**24**	**9**	**363**	**73**	**5**	**39**
9:15	143	48	5	204	33	8	480	26	12	379	103	4	47
9:30	138	56	11	194	32	8	453	31	3	349	91	3	52
9:45	191	86	8	214	43	7	457	16	6	358	136	3	90

Total Volume	**626**	**260**	**31**	**799**	**140**	**38**	**1855**	**97**	**30**	**1449**	**631**	**15**
Peak Hour Factor	**0.82**	**0.75**	**0.68**	**0.93**	**0.81**	**0.63**	**0.97**	**0.78**	**0.63**	**0.96**	**0.70**	**0.75**

FIGURE G-2
MILLWARD HOTEL WEEKDAY A.M.
PEAK HOUR LOOKUP TABLE

Time (A.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg	All Pedestrians Cache and Broadway
	Vehicles	**Pedestrians**	**Bikes**	**Vehicles**	**Pedestrians**	**Bikes**	**Vehicles**	**Pedestrians**	**Bikes**	**Vehicles**	**Pedestrians**	**Bikes**		
6:00-7:00	73	0	0	99	0	0	0	0	0	615	0	0	13	13
6:15-7:15	146	0	0	189	0	0	262	7	2	855	0	0	14	14
6:30-7:30	240	0	0	310	0	0	559	17	5	942	0	0	15	15
6:45-7:45	367	0	0	459	0	0	902	36	6	1009	0	0	15	15
7:00-8:00	433	0	0	548	0	0	1346	58	7	1110	0	0	21	21
7:15-8:15	491	0	0	638	0	0	1524	75	12	1190	0	0	31	31
7:30-8:30	542	0	0	703	0	0	1655	90	14	1261	0	0	63	63
7:45-8:45	560	0	0	742	0	0	1754	82	17	1326	0	0	78	78
8:00-9:00	585	0	0	762	0	0	1770	78	20	1366	0	0	93	93
8:15-9:15	609	70	7	769	32	15	1795	78	22	1409	73	5	120	193
8:30-9:30	606	118	12	787	65	23	1847	79	29	1460	176	9	131	307
8:45-9:45	599	174	23	793	97	31	1858	99	28	1466	267	12	165	432
9:00-10:00	**626**	**260**	**31**	**799**	**140**	**38**	**1855**	**97**	**30**	**1449**	**403**	**15**	**228**	**631**

Chosen Peak Hour

FIGURE G-3
MILLWARD HOTEL WEEKDAY P.M.
PEAK HOUR TOTAL VOLUME

Time (P.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	
2:00	**179**												**160**
2:15	162												186
2:30	160												205
2:45	191												173
3:00	**166**												**174**
3:15	171												190
3:30	141												245
3:45	186												198
4:00	**195**			**240**			**499**						**205**
4:15	176			243			511			346			244
4:30	196	58	3	247	49	9	521	31	9	376	400	2	232
4:45	199	68	3	259	36	1	568	22	6	390	192	0	173
5:00	**206**	**111**	**5**	**266**	**47**	**8**	**535**	**71**	**12**	**397**	**360**	**5**	**156**
5:15	179	81	9	252	67	8	528	49	4	389	338	1	161
5:30	180			237			470			341			174
5:45	150												170
6:00	**154**												**165**
6:15	173												150
6:30	136												194
6:45													217

Total Volume	**780**	**318**	**20**	**1024**	**199**	**26**	**2152**	**173**	**31**	**1552**	**2012**	**8**
Peak Hour Factor	**0.95**	**0.72**	**0.56**	**0.96**	**0.74**	**0.72**	**0.95**	**0.61**	**0.65**	**0.98**	**0.80**	**0.40**

FIGURE G-4
MILLWARD HOTEL WEEKDAY P.M.
PEAK HOUR LOOKUP TABLE

Time (P.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg	All Pedestrians Cache and Broadway
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes		
2:00-3:00	692	0	0	0	0	0	0	0	0	0	0	0	724	724
2:15-3:15	679	0	0	0	0	0	0	0	0	0	0	0	738	738
2:30-3:30	688	0	0	0	0	0	0	0	0	0	0	0	742	742
2:45-3:45	669	0	0	0	0	0	0	0	0	0	0	0	782	782
3:00-4:00	664	0	0	0	0	0	0	0	0	0	0	0	807	807
3:15-4:15	693	0	0	240	0	0	499	0	0	0	0	0	838	838
3:30-4:30	698	0	0	483	0	0	1010	0	0	346	0	0	892	892
3:45-4:45	753	58	3	730	49	9	1531	31	9	722	400	2	879	1279
4:00-5:00	766	126	6	989	85	10	2099	53	15	1112	592	2	854	1446
4:15-5:15	777	237	11	1015	132	18	2135	124	27	1509	952	7	805	1757
4:30-5:30	780	318	20	1024	199	26	2152	173	31	1552	1290	8	722	2012
4:45-5:45	764	260	17	1014	150	17	2101	142	22	1517	890	6	664	1554
5:00-6:00	715	192	14	755	114	16	1533	120	16	1127	698	6	661	1359
5:15-6:15	663	81	9	489	67	8	998	49	4	730	338	1	670	1008
5:30-6:30	657	0	0	237	0	0	470	0	0	341	0	0	659	659
5:45-6:45	613	0	0	0	0	0	0	0	0	0	0	0	679	679
6:00-7:00	463	0	0	0	0	0	0	0	0	0	0	0	726	726

Chosen Peak Hour

FIGURE G-5
MILLWARD HOTEL WEEKEND A.M.
PEAK HOUR TOTAL VOLUME

Time (A.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	
6:00													0
6:15													0
6:30													0
6:45													6
7:00													7
7:15													13
7:30													20
7:45													30
8:00													46
8:15													47
8:30	196			148			316			273			35
8:45	101			122			344			278			85
9:00	**122**	**57**	**2**	**149**	**43**	**2**	**377**	**47**	**5**	**303**	**244**	**15**	**110**
9:15	127	71	6	132	48	7	367	30	4	302	316	7	144
9:30	139	94	7	170	41	6	407	52	5	293	261	6	144
9:45	158	115	14	187	58	13	413	55	7	290	361	12	158

Total Volume	**546**	**337**	**29**	**638**	**190**	**28**	**1564**	**184**	**21**	**1188**	**1738**	**40**	
Peak Hour Factor	**0.86**	**0.73**	**0.52**	**0.85**	**0.82**	**0.54**	**0.95**	**0.84**	**0.75**	**0.98**	**0.84**	**0.67**	

FIGURE G-6
MILLWARD HOTEL WEEKEND A.M.
PEAK HOUR LOOKUP TABLE

Time (A.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg	All Pedestrians Cache and Broadway
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes		
6:00-7:00	0	0	0	0	0	0	0	0	0	0	0	0	6	6
6:15-7:15	0	0	0	0	0	0	0	0	0	0	0	0	13	13
6:30-7:30	0	0	0	0	0	0	0	0	0	0	0	0	26	26
6:45-7:45	0	0	0	0	0	0	0	0	0	0	0	0	46	46
7:00-8:00	0	0	0	0	0	0	0	0	0	0	0	0	70	70
7:15-8:15	0	0	0	0	0	0	0	0	0	0	0	0	109	109
7:30-8:30	0	0	0	0	0	0	0	0	0	0	0	0	143	143
7:45-8:45	122	0	0	148	0	0	316	0	0	273	0	0	158	158
8:00-9:00	223	0	0	270	0	0	660	0	0	551	0	0	213	213
8:15-9:15	345	57	2	419	43	2	1037	47	5	854	244	15	277	521
8:30-9:30	472	128	8	551	91	9	1404	77	9	1156	560	22	374	934
8:45-9:45	489	222	15	573	132	15	1495	129	14	1176	821	28	483	1304
9:00-10:00	546	337	29	638	190	28	1564	184	21	1188	1182	40	556	1738

Chosen Peak Hour

FIGURE G-7
MILLWARD HOTEL WEEKEND P.M.
PEAK HOUR TOTAL VOLUME

Time (P.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	
2:00													**252**
2:15													58
2:30													222
2:45													190
3:00							**422**						216
3:15	114			188			450						**262**
3:30	116			154			431			298			295
3:45	129	100	4	169	55	4	462	59	6	327	436	2	277
4:00	**138**	**159**	**0**	**172**	**82**	**3**	**480**	**85**	**4**	**332**	**471**	**2**	**294**
4:15	135	101	3	172	78	7	416	92	7	309	560	4	340
4:30	196	70	2	148	58	12	433	102	7	310	519	3	273
4:45	113			164			437			310			309
5:00	**121**			**170**			**433**			**309**			265
5:15	119			187			450			313			**222**
5:30	146			167			415			303			284
5:45	125			160			402			274			239
6:00	**132**			**175**			**442**						336
6:15	106			170			377						**305**
6:30													304
6:45													291

Total Volumes	**598**	**430**	**9**	**661**	**273**	**26**	**1791**	**338**	**24**	**1278**	**3170**	**11**
Peak Hour Factor	**0.76**	**0.68**	**0.56**	**0.96**	**0.83**	**0.54**	**0.93**	**0.83**	**0.86**	**0.96**	**0.88**	**0.69**

FIGURE G-8
MILLWARD HOTEL WEEKEND P.M.
PEAK HOUR LOOKUP TABLE

Time (P.M.)	Glenwood and Pearl			Millward and Pearl			Millward and Broadway			Cache and Broadway			Pedestrians South Leg	All Pedestrians Cache and Broadway
	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes	Vehicles	Pedestrians	Bikes		
2:00-3:00	0	0	0	0	0	0	0	0	0	0	0	0	938	938
2:15-3:15	0	0	0	0	0	0	422	0	0	0	0	0	948	948
2:30-3:30	114	0	0	188	0	0	872	0	0	0	0	0	963	963
2:45-3:45	230	0	0	342	0	0	1303	0	0	298	0	0	1050	1050
3:00-4:00	359	100	4	511	55	4	1765	59	6	625	436	2	1128	1564
3:15-4:15	497	259	4	683	137	7	1823	144	10	957	907	4	1206	2113
3:30-4:30	518	360	7	667	215	14	1789	236	17	1266	1467	8	1184	2651
3:45-4:45	536	430	9	661	273	26	1791	338	24	1278	1986	11	1216	3202
4:00-5:00	520	330	5	656	218	22	1766	279	18	1261	1550	9	1187	2737
4:15-5:15	503	171	5	654	136	19	1719	194	14	1238	1079	7	1069	2148
4:30-5:30	487	70	2	669	58	12	1753	102	7	1242	519	3	1080	1599
4:45-5:45	499	0	0	688	0	0	1735	0	0	1235	0	0	1010	1010
5:00-6:00	511	0	0	684	0	0	1700	0	0	1199	0	0	1081	1081
5:15-6:15	522	0	0	689	0	0	1709	0	0	890	0	0	1164	1164
5:30-6:30	509	0	0	672	0	0	1636	0	0	577	0	0	1184	1184
5:45-6:45	363	0	0	505	0	0	1221	0	0	274	0	0	1236	1236
6:00-7:00	238	0	0	345	0	0	819	0	0	0	0	0	900	900

Chosen Peak Hour

FIGURE H

PROJECT DATA (TWO CAR ELEVATORS & AUTOMATED STACKERS)

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,122 SF

COMMERCIAL FAR	
EXEMPT	
LEVELS B1, B2 and B3	23,245
B3 PARKING	11,619
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	2,910
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	1,934
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	5,100
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	937
TOTAL EXEMPT	**45,745**
COMMERCIAL FAR	
HOTEL BASE FAR	15,290
HOTEL CIR. / FACILITY	2,895
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	937
TOTAL COMMERCIAL FAR	**19,122**
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**53,247**
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**30,002**

BUILDING PROGRAM	QTY
RESIDENTIAL	10 UNITS
COMMERCIAL	
HOTEL	64 KEYS

PARKING	# OF UNITS	PARKING REQUIRED	
PARKING REQUIRED			
RESIDENTIAL	10 UNITS	15	1.5 pkg ratio
HOTEL	64 KEYS	48	.75 pkg ratio
COMMERCIAL			
BAKERY SHOP	133 SF	1	2.25/1,000sf
PARKING PROVIDED			
LEVEL B3 BASEMENT PARKING		59	
LEVEL B3 ADA PARKING		3	
STREET PARKING :			
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED		2	
PUBLIC PARKING SPOTS PROVIDED		1	
TOTAL PARKING REQUIRED		**64**	
TOTAL PARKING PROVIDED		**65**	
EV PARKING REQUIRED	24 Total (20 capable and 4 installed)		30% and 5 %
EV PARKING PROVIDED	24 Total (20 capable and 4 installed)		30% and 5 %
BICYCLE PARKING REQUIRED		**7**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)		**10**	

PROJECT DATA (NO STACKERS)

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,441 SF

COMMERCIAL FAR		
EXEMPT		
LEVELS B1, B2, B3 and B4	20,390	
B3 and B4 PARKING	19,646	
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	6,562	
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	3,281	
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	apr. 5,500	OFF SITE
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,053	
TOTAL EXEMPT	**49,879**	
COMMERCIAL FAR		
HOTEL BASE FAR	15,929	
HOTEL CIR. / FACILITY	2,459	
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,053	
TOTAL COMMERCIAL FAR	**19,441**	
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**49,674**	
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**30,337**	

BUILDING PROGRAM	QTY
RESIDENTIAL	6 UNITS
COMMERCIAL	
HOTEL	62 KEYS

PARKING	# OF UNITS	PARKING REQUIRED	
PARKING REQUIRED			
RESIDENTIAL	6 UNITS	9	1.5 pkg ratio
HOTEL	62 KEYS	47	.75 pkg ratio
COMMERCIAL			
PARKING PROVIDED			
LEVEL B3 BASEMENT PARKING		54	
LEVEL B3 ADA PARKING		4	
STREET PARKING :			
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			
PUBLIC PARKING SPOTS PROVIDED			
TOTAL PARKING REQUIRED		**56**	
TOTAL PARKING PROVIDED		**58**	
EV PARKING REQUIRED	21 Total (18 capable and 3 installed)		30% and 5 %
EV PARKING PROVIDED	21 Total (18 capable and 3 installed)		30% and 5 %
BICYCLE PARKING REQUIRED		**6**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)		**10**	

DAUNTLESS DEVELOPMENT

HOTEL
JACKSON, WY

PROGRAM DATA - COMPARISONS

Architecture. Design. Relationships.

Scale
Job No. 2024-0345
Date 2025-08-14

4

Soil Conditions and Shoring Information

Soil Condition and Water Level Data – Information by Nelson Engineering

1. The WYDEQ has declared the hydrocarbons mitigated at the site. Perceptible hydrocarbon odors do not indicate soils/groundwater are contaminated to levels above the threshold levels set by EPA and WYDEQ.
2. Hydrocarbon odor was found in samples taken below the groundwater table. Groundwater depth has been monitored in two borings from February 2025 through the present. Winter groundwater depths were measured at about 50 feet depth, groundwater rose to a maximum of 41 feet depth in July. Depth of the planned basement excavation is above the groundwater levels measured. Planned excavations, if scheduled in the fall and winter, will most certainly not encounter groundwater. Groundwater levels will continue to be monitored to ensure excavation dewatering will not be required. If peak groundwater in the summer months exceeds basement depth, excavation schedules should be adjusted to ensure groundwater is not encountered.
3. In summary, dewatering can be avoided obviating the need for dealing with potentially contaminated groundwater.
4. Depth of the planned basement is well above the depths hydrocarbon odor was present. Comprehensive sampling in four borings throughout the depth interval of the excavation had no hydrocarbon odors.
5. In summary, the potential for encountering soils requiring hydrocarbon contamination in the excavation is near zero. Should any soils be encountered, Nelson Engineering has qualified staff experienced in dealing with contaminants.

The below was taken from the geotechnical report submitted as part of the initial Sketch Plan Submittal.

Hydrocarbon Odor

At 50-foot depth in BH-1, 2 and BH-2 soil samples had hydrocarbon/gas odor. Hydrocarbon cleanup in the area has been completed as certified by the WY Department of Environmental Quality. Gas odor is often present in soils that have hydrocarbon levels below the action threshold after cleanup is complete.

Interpretation

Strata of alluvial fan deposits emanating from Cache Creek form the subsurface. Deposition is variable over short distances in three dimensions. Within the borings, the majority of the strata are gravel soils with silt and sand. A thick silty clay deposit was found in BH-1, finer grained lensed deposits of silt, silty clay, and lower gravel content was found in the BH-4. Deposits below the planned bearing depth of about 30 feet were generally dense to very dense gravels.

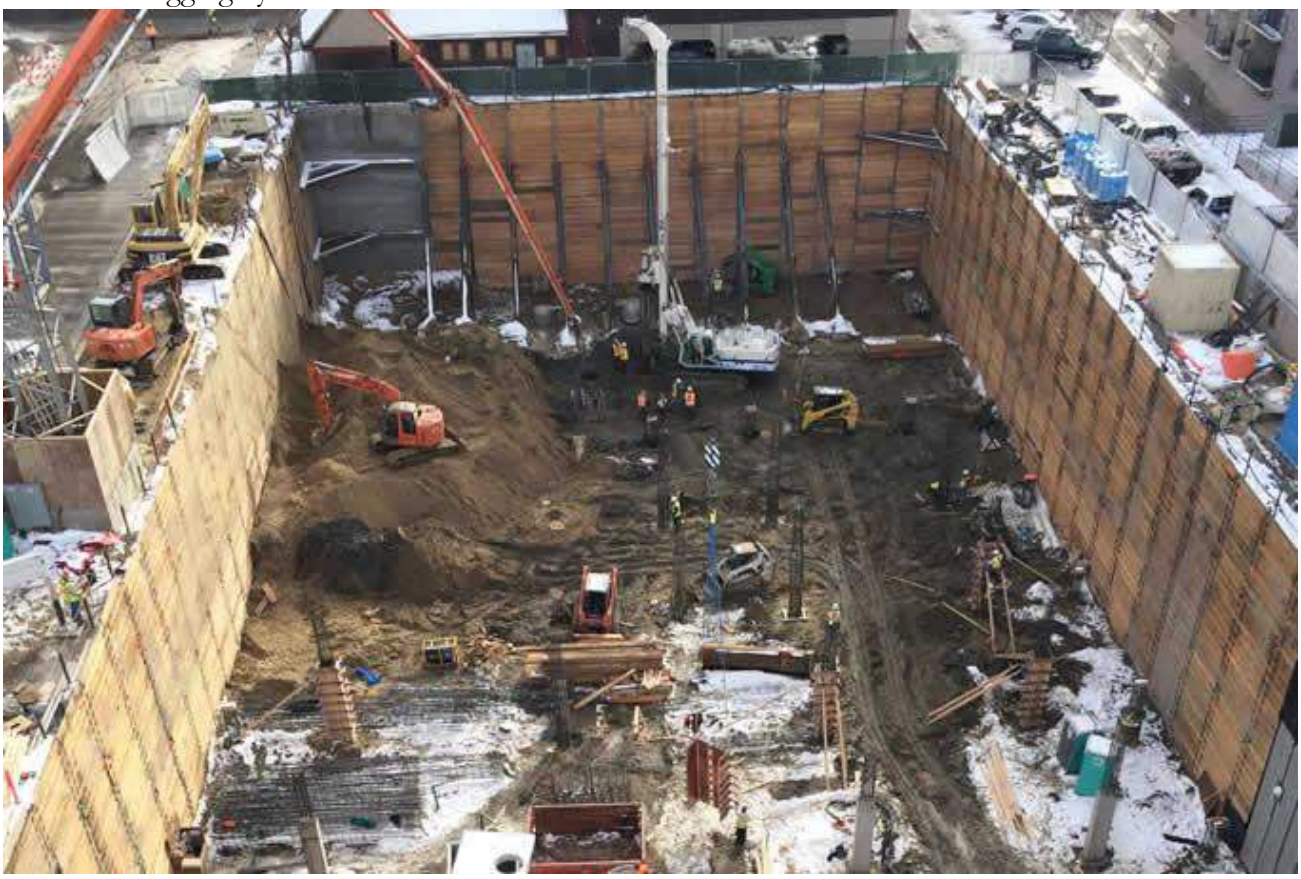
Groundwater

Groundwater was encountered in BH-1 and BH-2 at depths of 50 and 49.5 feet respectively at the time of the field investigation. Monitoring wells were installed in BH-1 and BH-3. Seasonal fluctuations are discussed below.

Shoring Strategies

The project team includes a general contractor with experience in mountain region construction and soil excavation of similar depths. The team has had preliminary conversations with Geostabilization International and Coggins and Sons, both experienced shoring design/build contractors with a history in the Jackson area. Below are some pictures of similar depth excavations with two types of wall system for reference. Preliminary recommendations include a beam and lagging system or a shotcrete system with soil nails.

Beam and Lagging System



Beam and Lagging System



Shotcrete and Soil Nails





Katelyn S. Page
Associate Planner
Town of Jackson
P.O. Box 1687
Jackson WY 83001

February 27, 2025
Updated May 6, 2025

RE: P25-007 Determination of Insufficiency
Sketch Plan – 50 S Millward

Dear Ms. Page,

Please accept this Sketch Plan application for the redevelopment of 50 S Millward. The proposed project implements the goals of the Jackson/Teton County Comprehensive Plan and conforms with the Town of Jackson land development regulations and design guidelines.

The proposed project is a mixed-use building with approximately 30,000 sf of above grade construction and approximately 33,000 sf below grade for a total project square footage of just over 66,000 sf. The proposed project has 67 hotel keys, 5 affordable residential units, 2 workforce residential units, 3 market rate residential units and a small street level retail space.

Included in this application are the following items:

1. Cover Letter
2. Sketch Plan Application
3. Letter of Authorization & Title Report
4. Housing Mitigation Calculator
5. Project Narrative with Finding of Approval for Sketch Plan
6. Pre-Application Checklist and Insufficiency Letter Responses
7. LDR Compliance
8. Conditional Use Permit Application and Supporting Documentation
9. Architectural Plans, Renderings and Digital Material Board
10. Civil Plans
11. Geotechnical Report

Please let us know if there are any questions we can answer. We really enjoy collaborating with you on this project.

Sincerely,



Shaun Gilbert

2

Sketch Plan Application

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Millward Hotel - 67 room hotel with 10 residential units

Physical Address: 50 S Millward, Jackson WY 83001

Lot, Subdivision: Lots 7&8 of Block 2 of the First Wort Addition, Plat No 107 PIDN: _____

PROPERTY OWNER.

Name: June Landing LLC Phone: _____

Mailing Address: 2700 Post Oak Blvd Floor 21 Houston TX ZIP: 77056

E-mail: amauceri@dauntlesscapital.com

APPLICANT/AGENT.

Name: Shaun Gilbert Phone: _____

Mailing Address: 2700 Post Oak Blvd Floor 21 Houston TX 77056 ZIP: 77056

E-mail: sgilbert@dauntlesscapital.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner X Applicant/Agent

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

Use Permit

X Basic Use

X Conditional Use

_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Physical Development

X Sketch Plan

_____ Development Plan

X 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 #: 24-108

Environmental Analysis #:

Original Permit #:

Date of Neighborhood Meeting: 12/3/24

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?

3,309 **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

2-25-25
Date

Shaun Gilbert
Name Printed

President
Title

3

Letter of Authorization & Title Report

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

Date: 8-31-2023

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: JUNE LANDING, LLC Padgett Hoke Title: Owner

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

Address of Premises: 50 S. MILLWARD, JACKSON WY 83001

Legal Description: Lots 7 & 8 of Block 2 of the First West Addition to the Town of Jackson Teton County, Wyoming, plat recorded 6-9-1913 as Plat No. 107.
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: SHAUN GILBERT, Dauntless Development, LLC

Mailing address of Applicant/agent: 733 RODEO DRIVE BOX 160, JACKSON, WY 83001

Email address of Applicant/agent: SGilbert@dauntlesscapital.com

Phone Number of Applicant/agent: 602-690-5593

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

☑ Development/Subdivision Plat Permit Application ☐ Building Permit Application

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

☐ Demolition Permit ☐ Home Occupation ☐ Other (describe)_____

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

, OWNER
Property Owner Signature

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

STATE OF Montana)
) SS.
COUNTY OF Gallatin)

The foregoing instrument was acknowledged before me by Person this 31st day of August. WITNESS my hand and official seal.

Notary Public

My commission expires:

SHANE PARLIER
NOTARY PUBLIC for the
State of Montana
Residing at Bozeman, Montana
My Commission Expires
June 14, 2027

SEAL

JACKSON HOLE TITLE & ESCROW Powered by TRULY	**ALTA Commitment for Title Insurance**
	AS AN AGENT FOR: **Old Republic National Title Insurance Company**
AMENDED COMMITMENT (Revision 1)	COMMITMENT NUMBER: **23009781-41**

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, a Florida Corporation (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.

IN WITNESS WHEREOF, **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Jackson Hole Title & Escrow
270 W Pearl Ave, Ste 104, PO Box 921
Jackson, WY 83001
307-733-3153

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

This jacket was created electronically and constitutes an original document

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.

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COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "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.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in 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 counter-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
      (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.

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(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

(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 and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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JACKSON HOLE TITLE & ESCROW Powered by TRULY TITLE	**ALTA Commitment for Title Insurance** AS AN AGENT FOR: **Old Republic National Title Insurance Company**
AMENDED COMMITMENT (Revision 1) - Schedule A	COMMITMENT NUMBER: **23009781-41**

Transaction Identification Data for reference only:

Issuing Agent Jackson Hole Title & Escrow
Issuing Office 270 W Pearl Ave, Ste 104, PO Box 921, Jackson, WY 83001
Order Number: 23009781-41
ALTA ID: 1215531
Property Address: 50 S Millward Street, Jackson, WY 83001

Direct all inquiries to Tyra Tafoya, your escrow officer, at 307-733-3153 or ttafoya@jhtitle.com

1. Commitment Date: February 19, 2025 at 08:00 AM
2. Policy (or Policies) to be issued:

   (a) ALTA Owner's Policy of Title Insurance (6-17-06)
   Proposed Insured: TBD
   Proposed Policy Amount: $0.00
   Premium
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date vested in:

   June Landing, LLC, a privately managed limited liability company.
5. The Land is described as follows:

   Lots 7 and 8 of Block 2 of the First Wort Addition to the Town of Jackson Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 19, 1913 as Plat No. 107.

   PIDN: 22-41-16-33-1-02-005

   The Land described herein also known by the street address of:
   50 S Millward Street, Jackson, WY 83001

Jackson Hole Title & Escrow



Michael J Tafoya
Wyoming Licensed Title Agent
License Number: 490101

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Order # 23009781-41

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or materials.

   NOTICE TO APPLICANT: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this form or insured under a Title Insurance Policy issued hereunder.

7. Warranty Deed
   From June Landing, LLC, a privately managed limited liability company
   Vesting fee simple title in Purchaser with contractual rights under a purchase agreement with the vested owner identified as Schedule A, Item 4

   Note: A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.

8. Provide the Company with Owner's Affidavit, sufficient to delete Exceptions 6 from Owner's Policy when issued.

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9. Furnish the following for June Landing, LLC, a privately managed limited liability company:

Articles of Organization: Provide a certified copy of the Articles of Organization filed with the Office of the Secretary of State.
Certificate of Good Standing: Provide a Certificate of Good Standing from the Secretary of State
Operating Agreement: Provide a copy of the Operating Agreement governing the management of the Limited Liability Company, and any amendments thereto.
Note: We reserve the right to make additional requirements or exceptions once these requirements have been met.

JACKSON HOLE TITLE & ESCROW Powered by TRULY TITLE	**ALTA Commitment for Title Insurance**
	AS AN AGENT FOR: **Old Republic National Title Insurance Company**
AMENDED COMMITMENT (Revision 1) - Schedule B-II	COMMITMENT NUMBER: **23009781-41**

Order # 23009781-41

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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.

2. Rights or Claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.

5. (a) Unpatented mining claim; (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 lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.

7. 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.

8. 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.

9. 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 Records.

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10. 2025 taxes and special assessments are a lien and payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

    General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:
    Tax ID# OJ-004893
    Tax Year 2024
    1st Half Tax Status $19,696.17 is Paid
    2nd Half Tax Status $19,696.16 is Due

11. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 107, records of Teton County, Wyoming.

12. Sidewalk Easements to the Town of Jackson recorded in Book 409 of Photo, Pages 457-460; Book 409 of Photo, Pages 461-465; Book 409 of Photo, Pages 470-474 and in Book 409 of Photo, Pages 475-478, records of Teton County, Wyoming.

13. Encroachment Agreement by and between Mutliple (sic) Resort Ownership Plan Inc. and Town of Jackson recorded in Book 419 of Photo, Pages 594-597, records of Teton County, Wyoming.

14. INFORMATIONAL NOTES:

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

END OF SCHEDULE B II

JACKSON HOLE TITLE & ESCROW
Powered by TRULY TITLE

270 W Pearl Ave, Ste 104, PO Box 921, Jackson, WY 83001
Main: 307-733-3153

Privacy Policy

Our company is committed to respecting the privacy of our policyholders and clients. In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to use. Therefore, Jackson Hole Title and Escrow. has adopted this Privacy Policy to govern the use and handing of your personal information.

Notice of your Privacy Rights

We, our and us, when used in this notice, mean Jackson Hole Title and Escrow. This is our customer privacy notice. Nonpublic personal information means information about you that we collect in connection with providing an insurance service to you. Nonpublic personal information does not include information that is available from public sources, or government records. Hereafter, we will use the term “information” to mean nonpublic personal information as defined in this section.

Collection of Information: We may collect nonpublic personal information from the following sources:

- Information you give us on real estate contracts or other forms.
- Information about your transactions with us
- Information about your transactions with other parties
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.
- Information we receive as a result of verifying customer information

Disclosure of Information: We may disclose any of the above information to the following:

- To third-party contractors or service providers who provide services in the course of our business.

Your information, other parties & information about former customers

We will not disclose information about you to anyone except as disclosed in this policy or as permitted by law. We do not disclose information about former customers, except as permitted by law.

The Confidentiality, security, and integrity of your information

We restrict access to your information to only employees that provide functions or services for your transaction. We maintain physical, electronic and procedural safeguards to protect this information.

OLD REPUBLIC TITLE

Updated 1/1/2025

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**

	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 https://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*
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 and 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 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		

4

Housing Mitigation Calculator

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. _____
FROM EXISTING DEVELOPMENT, CREDITED 2.043 UNITS

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	2	3
2-bedroom		1	1		
3-bedroom			1		

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.
The project will not be phased.

Housing Mitigation Plan

updated 1/8/21

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates.
These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location — Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	1	398	4	0.409
Conventional Lodging	0.102*bedrooms	2	700	8	1.634

Existing Workforce Housing Credit 2.043

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	323	28	**2.860**
Conventional Lodging	0.102*bedrooms	1	300	5	**0.511**
Conventional Lodging	0.102*bedrooms	1	394	2	**0.204**
Conventional Lodging	0.102*bedrooms	1	360	23	**2.349**
Conventional Lodging	0.102*bedrooms	1	400	9	**0.919**
Retail	0.000216*sf	0	261	1	**0.056**
Affordable Housing Unit	exempt	1	700	2	**0.000**
Affordable Housing Unit	exempt	2	975	2	**0.000**
Affordable Housing Unit	exempt	3	1150	1	**0.000**
Workforce Housing Unit	exempt	1	650	2	**0.000**
Workorce Housing Bonus Unit	exempt	1	730	2	**0.000**
Workorce Housing Bonus Unit	exempt	1	850	1	**0.000**

Affordable Workforce Housing Required: 4.857 units Fee-in-Lieu Amount: n/a

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitgation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the Unit Type Sheet.

Type of Units Required (Sec. 6.3.4)

Step 4: Type of Units Required

The LDRs include a schedule for how many units have to be affordable to each income range and how many units have to have 1, 2, or 3 bedrooms. The LDRs also allow for adjustment, subject to approval by the Housing Director. To propose an adjusted allocation, change the values in the gold cells; the customized allocation must meet the customization rules provided. If a rule is violated, the cell will turn red. See also Section 6.3.4 of the LDRs.

Affordability	LDR Schedule	Proposed	Custom %	Customization Rules
Units Affordable to Households making 50% Median Income	1.000	**1.000**	21%	Custom % shall be ≥ 25%
Units Affordable to Households making 80% Median Income	1.000	**1.000**	21%	Custom % shall be ≥ 19%
Units Affordable to Households making 120% Median Income	2.857	**2.857**	59%	Custom % shall be < 43%
Workforce Units	0.000	**0.000**	0%	Custom % shall be < 13%
Total	4.857	4.857	Proposed total sall be >= Required	

Bedroom Mix	1 Bed/Studio	2 Bedroom	3 Bedroom	Total Units	Total Employees Housed	Customization Rule
LDR Schedule	2.000	2.000	0.857	4.857	8.743	The Proposed total shall be greater
Proposed Allocation	**2.000**	**2.000**	**0.857**	4.857	8.700	than or equal to the Schedule total
Employees per Unit per LDRs	1.45	2.00	2.10	1.80		

Step 5: Distribution of Affordability by Unit Size

The bedroom mix must be proportionaly distributed among the affordability mix. If you modify the distribution (gold cells) the totals must match your allocation totals (they will turn red if they do not). A customized distribution should be within 1 (rounded up or down) of the even distribution displayed (it will turn red if it is not). See also Section 6.3.4 of the LDRs.

Requirement Distribution					Even Distribution		
	1 Bed/Studio	2 Bedroom	3 Bedroom	Total	1 Bed/Studio	2 Bedroom	3 Bedroom
Affordable to 50% Median Income	**1.000**	**0.000**	**0.000**	1.000	0.429	0.429	0.143
Affordable to 80% Median Income	**0.000**	**1.000**	**0.000**	1.000	0.429	0.429	0.143
Affordable to 120% Median Income	**1.000**	**1.000**	**0.857**	2.857	1.225	1.225	0.408
Workforce Restriction	**0.000**	**0.000**	**0.000**	0.000	0.000	0.000	0.000
Total	2.000	2.000	0.857				

Once you have determined the proposed distribution please fill out the Method Sheet regarding how the required housing will be provided.

Method for Providing the Required Units (Sec. 6.3.5)

Step 6: Method of Housing Unit Provision

The LDRs require that unlesss impractical, any housing requirement of 1 unit or greater be provided through consturction of housing. If impractical, the units my be provided by dedication of land, use of a banked unit, or restriction of an existing unit. Only as a last option shall a fee be paid. The distribution of housing types selected in Step 5 is reflected in the chart below. The default method for providing a whole housing unit is on-site construction. If you would like to propose an alternate method, or provide the requirement through various methods, adjust the gold cells. A red cell indicates the adjustment does not match Step 5. The intructions cell indicates the standards that apply to each method. In addition, each unit shall comply with the Jackson Teton/County Housing Department Rules and Regulations. Response to the applicable standards shall be provided with this Housing Mitigation Plan. The in-lieu fee will calculate.

Unit Type	Units	Method	Instructions
1 bed, < 50% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 80% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, < 120% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 120% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
3 bed, < 120% Median Income	0.857	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
Total Units:	**4.857**	**Fee In-Lieu:**	**$0.00**

Step 7: Attachments

Please attach to this worksheet any demonstration of existence, independent calculation, rationale for adjustment of unit type, rationale for the proposed method, documentation of the proposed method that is requried by Division 6.3. Please contact the Planning Department with any questions. Information regarding the source of the numbers in this worksheet is available in the Source Sheets.

TO BE COMPLETED IN A LATER APPROVAL PHASE
INCLUDED FOR CONFIRMATION OF UNDERSTANDING

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Housing

Located at 50 S. Millward Street, Town of Jackson, Wyoming

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day_____ Day of insert month_____, 2018 (the "Effective Date"), by the Jackson/Teton County Housing Authority, the Jackson/Teton County Affordable Housing Department and its successors or assigns (the "Housing Department") and the undersigned owner ("Owner")

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as 50 S. Millward Street, Town of Jackson, Wyoming , and more specifically described as follows:

Click here to enter Legal Description
PIN:Click here to enter PIN. (the "Land");

WHEREAS, the Property is an Affordable ownership Housing unit;

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, Wyoming's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval forClick here to enter name of development and FDP #.) (the "FDP Approval"), Declarant agreed toClick here to enter how many units are being provided.:

Click here to enter description of unit, income range, and location.

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department (hereafter "Housing Department"), such Rules and Regulations are defined in Section 1 below;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the insert approval type. FDP, CUP, or other Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a "Qualified Household", which meets employment, income and asset qualifications set forth herein and in the Rules and Regulations;

WHEREAS, consistent with the foregoing, the Property is subject to those certain insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc.

number of old restriction in book of photo insert book no. pages insert page numbers (the "insert year of recording Special Restrictions");

WHEREAS, In accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent .

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating TCHA and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority (JTCHA), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department who will be employees of Teton County and agents acting on behalf of the JTCHA;

WHEREAS, in accordance with such Section insert section number of the insert year of recording of old rest. Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Property the insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction (these "Special Restrictions"), and hereby declare that the Property, sometimes referred to herein as the "Residential Unit" shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions entered into by the Owner and the Housing Department, and thereby expressly removing JTCHA as a party to these Special Restrictions, which shall be fully enforceable by the Jackson/Teton County Affordable Housing Department.

WHEREAS, a Qualified Household means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, undersigned Owner desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances as described herein;

WHEREAS, undersigned Owner desires that the Housing Department shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

WHEREAS, undersigned Owner desires that the Land and each individual lot or unit located on the Land (such lot (s) or unit(s) referred to herein as a "Residential Unit" or collectively as "Residential Units," and the Land and the Residential Units collectively referred to herein as the "Property") shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the

Property, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted Housing Authority pursuant to W.S. §15-10-116 as amended, its successors or assigns (collectively "JTCHA") JTCHA, and/or the Jackson/Teton County Affordable Housing Department ("Housing Department"), and/or by Insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

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

SECTION 1. HOUSING RULES AND REGULATIONS.. References made herein to the "Housing Rules and Regulations" are references to the written Rules and Regulations of the Housing Department, as the same may be amended from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a policy, procedure or guideline with respect to a specific matter) then the current applied policy or policies of the Housing Department or its successor (the "Rules and Regulations"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

A. Qualified Household. The purchase of each Residential Unit shall be limited to natural persons who meet the definition of a "Qualified Household" at the time of purchase, as defined in the Rules and Regulations, and who further meet the "General Eligibility Criteria for Purchase" as outlined in the Rules and Regulations. Such criteria include, without limitation, a restriction on the use of a Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, JTCHA may also purchase or own a Residential Unit as further set forth herein.

B. Determination of Qualified Household. The Housing Department shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase a Residential Unit. In addition to any requirements set forth in the Rules and Regulations, such determination shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and JTCHA or the Housing Department shall have no liability to any person aggrieved by the decision of the Housing Department regarding

qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNITS. In addition to any restrictions included in the Rules and Regulations, occupancy and use of a Residential Unit shall be restricted as follows:

A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a Residential Unit shall physically reside therein on a fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Property;

B. Business Activity. No business activities shall occur at a Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by the declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Rules and Regulations; and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant, or regulation ("Laws") affecting the Property;

C. Guests. No guests shall be permitted to reside in a Residential Unit for periods in excess of thirty (30) cumulative days per calendar year;

D. Renting. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;

E. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than thirty (30) days without concurrent occupancy of the owner;

F. Maintenance. Each owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to a Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

G. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements. Prior to undertaking any capital improvement to a Residential Unit, an owner shall contact the Housing Department and may only undertake such improvements, if permitted, in accordance with Housing Department policies and approvals;

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all

supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;

I. Insurance. Each owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit. and

J. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by the Housing Department..

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

SECTION 4. RESALE AND TRANSFER LIMITATIONS. Each Residential Unit may only be sold or otherwise transferred to a Qualified Household, or JTCHA, except:

A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of a Residential Unit to a spouse of an owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

1. A Nonqualified Transferee shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or JTCHA in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale, conveyance or transfer;

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

SECTION 5. SALE OF A RESIDENTIAL UNIT. An owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, JTCHA may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM RESALE PRICE. To further the insert Town of Jackson or Teton County, Wyoming's goal of providing affordable housing, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price". The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 7. DEFAULT. The following shall be considered a default ("Default"):

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

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

C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts; or

D. Fraud or misrepresentation by a purchaser in its application to the Housing Department whereby the Housing Department determines, in its sole and absolute discretion, that the purchaser of a Residential Unit was not a Qualified Household.

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include the following:

A. Purchase Option.

1. JTCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.

2. If JTCHA desires to exercise its Option, the Housing Department shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. JTCHA and the Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

3. Upon JTCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to the Housing Department;
SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;
SEVENTH, to the repayment to JTCHA or the Housing Department of any monies advanced in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by JTCHA on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

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

B. Forced Sale. The Housing Department may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to the Housing Department;
SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;
SEVENTH, to the repayment to JTCHA or the Housing Department of any monies advanced by JTCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

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

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

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

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

SECTION 9. QUALIFIED MORTGAGE.

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

1. the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

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

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

1. be deemed unsecured; and

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

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

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

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

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

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

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

SECTION 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination by the insert Town of Jackson or Teton County, Wyoming**.** These Special Restrictions may be terminated after a determination by the insert Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the goal of providing affordable housing and that they should therefore be terminated.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee

in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

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

2. Neither JTCHA nor the Housing Department have exercised its rights as provided in Section 9. Qualified Mortgage.

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

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

5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to the owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 9, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of both the owner of a Residential Unit and the Housing Department.

2. The Housing Department may unilaterally amend these Special Restrictions to provide clarification (i) to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein or (iii) where the Housing Department deems such modification necessary to effectuate

the purposes and intent of the Special Restrictions, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner or the lender's rights..

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and/or insert the Town of Jackson or Teton County.

SECTION 12. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTC Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Department staff respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter.

SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Each owner shall indemnify, defend, and hold JTCHA and its directors, officers, agents and employees, as well as the Housing Department and its employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Property or a Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against JTCHA and/or the Housing Department; provided, however, that the Housing Department shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Department or its agents and employees.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming, JTCHA, or the Housing Department waives governmental immunity by executing these Special Restrictions and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. ' 1-39-104(a) and any other applicable law.

DRAFT

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

OWNER
Click here to enter entity.:

_____
Click here to enter text.

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

On the Click here to enter day day of Click here to enter month, 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me byClick here to enter Name of signer, as Click here to enter title of signer, of Click here to enter entity.

Witness my hand and official seal.

(Seal)

_____
Notary Public

DRAFT

JACKSON/TETON COUNTY HOUSING AUTHORITY

_____
Insert name of Chair, Chair

ATTEST

_____
Insert name of Clerk, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day ofClick here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by _____ and _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Click here to enter name of Mayor or Chair., insert Mayor or Chair

ATTEST

_____
Click here to enter name of Clerk, County Clerk

DRAFT

TO BE COMPLETED IN A LATER APPROVAL PHASE
INCLUDED FOR CONFIRMATION OF UNDERSTANDING

Special Restrictions
For Workforce Ownership Housing
Located at
Insert property address insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Insert legal description of property

PIDN: [insert PIDN number ("Land")

WHEREAS, as a condition of its approval for permit #Click here to enter Permit #. ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as_____, _____, Wyoming 830___ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*

(hereinafter "Residential Unit" or Residential Units").

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

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the

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Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.

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2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

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

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Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

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

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

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

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

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

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

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

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

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all

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supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

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

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

A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

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

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

3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may

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only occupy the Residential Unit with the prior written consent of the Housing Department

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

SECTION 6. RESALE OF RESIDENTIAL UNIT. An Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. To further insert the Town of Jackson or Teton County, Wyoming's goal of providing affordable housing, after the initial sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and

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absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default"):

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

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

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

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

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

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

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

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A. Purchase Option.

1. The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, any remaining proceeds shall be paid to Owner.

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

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

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

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

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

SECTION 10. QUALIFIED MORTGAGE.

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

1. the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

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

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

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

1. be deemed unsecured; and

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

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

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

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

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

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

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

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

A. Termination by insert the Town of Jackson or Teton County, Wyoming. These Special Restrictions may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

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

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

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

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

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

With a Copy to:
insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner
_____
_____
_____

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

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

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

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

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

SECTION 19. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

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

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

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

Insert declarant's organization (corporation):

_____
Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Click here to enter name of Mayor or Chair, insert Mayor or Chair

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STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____
Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day ofClick here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

_____
Notary Public

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AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Click here to enter name of Mayor or Chair., insert Mayor or Chair

ATTEST

_____
Click here to enter name of Clerk, insert Town Clerk or County Clerk

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5

Project Narrative Addressing Findings of Approval for Sketch Plan

Overview

The proposed project is located at 50 S Millward Street. The proposed project will be a mixed-use development containing a 67 hotel keys, 5 affordable residential units, 2 workforce residential units, 3 market rate residential units and a small street level retail space. 75 underground parking spaces will be provided via an automated parking system. The project also proposes adding 4 new parking spaces on Millward Street, two public spaces and two 15 minute loading spaces.

Existing Site

The site consists of two lots at the corner of Millward Street and Pearl Avenue. There is an existing 12 room short term rental property called Multi Resort at Jackson Pines. There are 12 existing private perpendicular parking spaces that back into Millward Street.

Program

The project will be a total of approximately 66,000 gross square feet including parking, and 3 stories above grade. The street level will include a hotel jump lobby on Millward Street that provides access to the guest elevator and grand staircase down to the main lobby level which is subterranean and lit by a large skylight above. The residential units are accessed via a private elevator lobby on Pearl Ave. Also located on Pearl Ave is a small retail space that is intended to provide a place for public engagement at street level. The parking will be accessed via a parking lift located off the alley. Trash, loading and utilities will also be accessed via the alley.

The hotel lobby provides a small library/lounge space, a 1,400sf bar and dining space intended for guest use only, two small media salons (meeting rooms), a fitness area and pool with adjacent restrooms.

There are 75 parking spaces provided in an automated parking facility that is 2 levels below grade. The parking will be managed by a full-time valet service for both the hotel and residential units. Bicycle parking, trash/recycling and storage are also provided in the garage space.

The project meets the town's landscape requirements via the expansion of the sidewalks on Millward and Pearl and the addition of trees in grates per the zoning requirement. There will be street level planters along both Millward and Pearl with hearty perennials to bring softness to the pedestrian experience.

Findings of Approval for Sketch Plan

1. *Is consistent with the purposes and organization of the LDRs;*

Consistent. The proposed project uses of Apartment, Conventional Lodging, and Retail are allowed within the Downtown Core Neighborhood zone under a Basic Permit Use.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;

Consistent. The proposed project does not lie within either the NRO or SRO.

3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;

Consistent. The proposed project will not have significant impacts on public facilities and services. The proposed development will connect to Town water and sewer systems which exist in the adjacent streets and alley. The proposed development will provide 67 hotel rooms and a hotel guest only bar with light food options and 10 residential units. The single building will consolidate sewer connections within the project to reduce connection points to the Town wastewater system. On-Site parking is provided beyond the requirements of the LDRs via an automated, all valet system that expedites the movement of cars and will minimize traffic demands on the alley and on town and county roadways. The project provides 2 new public parking spaces and 2 valet loading spaces along Millward which will be an added benefit to the community. New utility connections to the Town of Jackson services will be incorporated as part of this project. Impacts to schools and parks will be minimal. Impacts to police, fire, EMS facilities will not be significant as the proposed project will provide fire sprinklers throughout the building, secure entries for the hotel and residents, and a gurney compliant elevator which is an improvement over the existing property.

4. Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan;

Consistent. The proposed project complies with the zone-specific standards in the Design guidelines. The proposed project follows all relevant standards of the Land Development Regulations (LDRs) for the DC-2 zone with a lodging overlay as stated in the vision statement for the Jackson/Teton County Comprehensive Plan adopted November 2020. The proposed project is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through December of 2024.

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

Consistent. The subject property has not received any applicable development permits or approvals related to the proposed physical development.

Conclusion

The Sketch Plan application complies with the Town of Jackson Land Development Regulations, Design Guidelines, and applicable provisions of the Jackson/Teton County Comprehensive Plan.

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Pre-Application Checklist & Insufficiency Letter Responses

Pre-Application Meeting Comments

Permit Number	Step Type	Town Comments	Team Responses	Drawing Reference
P24-108	**Building Department Comments**	1. The structure must meet the most current adopted Building Codes adopted by the Town of Jackson at the time of permitting.	Noted.	
	Engineering Department Comments	**Site Plan Questions –**	No longer relevant – updated design is one building. Pocket park eliminated as it was a tradeoff for the encroachment on Millward street perpendicular private parking which is being removed.	
		1. Where does the water service to the pocket park go? Not shown in the plans for demo or abandonment.		
		2. The doghouse manhole for the sewer, is this to be in the street?	No, sewer connection will be in the alley.	See civil site plan
		3. Will we have separate services for each building off-of the alley?	No longer relevant – updated design is one building.	
		4. Trees on the street side are to show setbacks and clearance from the right-of-way.	Revised.	See civil site plan
		5. How do you plan to install Water services and Meter set up?	Fire and Domestic house water will hot tap off Town watermain in Millward St. A master meter will be in basement mechanical space.	See civil site plan
		6. Check the Sewer to existing manhole on the neighboring property.	Noted	
		7. What's the Status of the lot line between hotel and residences?	No longer relevant – updated design is one building.	
		8. Verify the Valet Staging location.	See plans - the project will provide 4 new parallel parking spaces on Millward Street. 2 spaces will be public parking and 2 spaces are proposed to be 15 minute valet loading zones for the properties use.	
		9. What are your weather operations regarding the parking elevator?	Parking elevator will be operational year round. Building overhangs in that location/area is covered and protected from snow. Drainage is provided in the lift and garage for any runoff.	
		10. Show the sand oil separator, service and maintenance plan.	To be provided at time of building permit submittal.	
		11. Storm water run-off volume calculations?	To be provided at time of building permit submittal (with GEC application).	
		12. Plans for the winter gravel/sand build up	Snow/gravel/sand build up storage area to be provided within the landscape buffer and removed as necessary. Ground level open area is very limited so the project expects to see very little gravel and sand build up.	See civil site plan
		13. Show Power Lines the ones proposed to be underground.	Revised.	See civil site plan
		14. Check the Sight Triangle off the corner of Pearl and Millward	Noted.	See civil site plan
		a. Show Stripe and Signage Plan regarding the sight triangle	To be provided at time of building permit submittal.	See civil site plan
		b. Show the stop sign and striping and signage	Noted.	See civil site plan
		c. Bulb-out on this corner, why is this tapered?	Existing Millward/Pearl intersect is tapered. Bulb out to clarify auto lane and to develop bike lane	See civil site plan
		15. Check the proposed Street lights on Millward for compliance with LDRs	Noted.	
		16. Check the Sight Triangle off the corner of the alley on S Millward	Noted.	See civil site plan
		a. Possibly a better location for the Valet Staging	We will take this under advisement.	See civil site plan
		17. Show Full CM Plan and especially for the Alley work	CM plan is provided in the response package	
		18. Show plan for the transformer location on the back side of existing hotel.	Revised.	See civil site plan
		19. Show utility setback for disconnect and the meter packs	Revised.	See civil site plan
		20. Will there be back up power for the parking alone?	Yes. Further information to be provided at the time of building permit submittal.	
		21. Recycling and size next to trash locations?	Trash and recycling will be accommodated in a trash room at the parking level. Property operations will require (3) 6 yard containers for waste and (1) 6 yard container for recycling. This will accommodate both the hotel and residential functions. Pick up will be 2 days per week to limit the impact to the alley.	See architectural drawings
		22. Trash Loading not into the Alley.	Loading can take place within the parking lift. The trash and recycling containers will be loaded into the parking system and brought to street level via the lift.	
		23. Who owns the tree in the pocket park?	No longer applicable; pocket park to be vacated along with provate owner parking in Millward ROW. Park to be replaced with street trees.	
		24. How does the trash location off Pearl St. work?	No longer applicable; trash on Pearl eliminated. - trash will be adjacent to north alley	

		25. How will accommodate to oversized vehicles? And in wintertime; Vegas?	Oversized vehicles, such as sprinter vans, will be prohibited. Parking system will accommodate vehicles up to a 2025 Escalade. Parking lift will be operational year round.	
		26. For the automated parking can you please provide a turn maneuver demonstration for entering and exiting the underground parking?	Yes.	See civil site plan
		a.Does this turn vehicles for a forward drive out?	Yes. The system has a turn table so cars always exit facing out.	
		Sheet 10, Floor Plan B1:		
		27. Please provide or keep in-mind an encroachment agreement for shoring	Noted. Project has been shifted 5' off the property line to help with the trees and shoring.	
		Sheet 11, Floor Plan Street Level:		
		28. Set the parking spaces on Millward back from alley entrance.	Noted.	See civil site plan
		Sheet 16, North and South Buildings Section 1-1:		
		29. The Pool draining to our sewer is ok and the water department has been included on this comment	Noted.	
		30. Show how Bike racks in the basement provide a user-friendly access or encouragement	Bike racks can be quickly accessed via the service elevator. Bike racks are also provided at street level along Pearl Ave.	
		31. The underground parking lot, show how and will this be complying to EV Parking?	The parking system can accommodate up to 80% of spaces as EV, will be designed to meet code at a minimum.	
		Sheet 24, View of South Building and North Building from S Millward St.:		
		32. Show Model of Fixed Bulb-out corner		See civil site plan
		33. Show a Street Light/w a Stop Sign		See civil site plan
		34. Check Sight lines along trees		See civil plans
		35. Roof Drainage location off the windows on the street side	Flat roof capture; roof drainage will pipied to detention before discharge to Town stormsewer infrastucture. (Details and calculations to be provided with building permit submittal)	
		36. Is there a protective cover over the Basement windows?	No. There will be a railing along the light well.	
		a. A guard per code?	Yes.	
		Sheet 25, South Building and North Building from Millward:		
	Fire Department Comments	Project must meet the requirements of the current International Fire Code (IFC) including but not limited to the following.	noted	
		1. The owner or owner's agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site during all phases of construction. Plan submittals shall be in accordance with the IFC, Section 3303.1. The plan shall be submitted and approved before a building permit is		
		2. New and existing buildings shall be provided with approved address identification in accordance with the IFC, Section 505.	noted	
		3. Fire apparatus access shall be in accordance with the requirements of the IFC, Section 503.	Fire Appratus Access provided from Pearl Ave, Millward Street, and north alley are all compliant with IFC.	
		4. Fire flow requirements shall be determined by an approved method. Water supply shall be in accordance with the IFC, Section B105.	noted	
		5. A stamped set of automatic sprinkler plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled with this office.	noted	
		6. A stamped set of fire alarm plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled with this office.	noted	
		7. Buildings equipped with an automatic sprinkler system and/or fire alarm system are required to provide a knox box installed in an approved location.	noted	
		8. Structures that cannot support the required level of in-building, two-way emergency responder communication coverage shall be equipped with systems and components to enhance the radio signals. Systems shall be in accordance with the IFC, Section 510. Based on below grade construction and construction materials, it is likely that this project will require an amplification system.	noted	
		9. Provide elevator details, including the car elevator, as this will impact the protection requirements for the automatic sprinkler and fire alarm systems.	noted	
		10. Portable fire extinguishers shall be installed for each occupancy as required in the IFC,Section 906.	noted	
		11. Illumination shall be provided in the means of egress in accordance with the IFC, Section1008.2.	noted	

		12. In the event of power supply failure, buildings that require two or more exits or access to exits, illumination shall be automatically provided by an emergency electrical system.	noted	
		13. Exits and exit access doors shall be marked by an approved exit sign readily visible from the direction of travel. Where exit signs are required in Group R-1 occupancies, additional low-level exit signs shall be provided in areas serving guestrooms in Group R-1 occupancies and shall comply with the IFC, Section 1013.5.	noted	
	Planning Department Comments	Bike Parking - The bike parking shall comply with the Town of Jackson bike parking regulations approved February 26, 2024. The current proposed location for the bike parking does not meet the PATHWAYS intent of the standards and installation guidelines for short-term and long-term parking. The alleyway crossing shall be a raised, continuous sidewalk crossing. Given that this block of Millward was the site of a bicyclist fatality and Millward is a designated bike route in the Town's bike network, the Town and applicant should explore the development of a protected bike lane along the Millward frontage.	Site planning will accommodate bike parking compliant with Town regulations. On street parking, valet, and sidewalk are propsed, applicant sees all components as feasible in the plan and would like to get additonal Town input. A designated bike lane is possible, will collaborate with the Town on a solution.	See civil site plan for concept
		HOUSING MITIGATION - How does the 3rd-floor housing work as proposed? It is not clear if the intent is to use the 2:1 Bonus. Regarding affordable housing, each building will have its own affordable housing requirement and because each building will receive its CO at different times, each building phase will need to satisfy its affordable housing requirement separately. Based on the existing 12 lodging units and the 62 proposed lodging units, the applicant needs to provide a total of 5.107 affordable housing units on-site. This means that 5 units must be built on-site plus a one-time fee of +/-29,000.00. Phase 1 shall include 3 affordable units and Phase 2 shall provide 2 affordable units as follows: Phase 1 2 two-bedroom units @ 80-120% AMI (each unit is assumed to be at least 900 sf) 1 studio or one-bedroom unit @ less than 50% AMI (each unit is assumed to be at least 650 sf) Phase 2 1 studio or one-bedroom unit @ 50-80% AMI (each unit is assumed to be at least 650 sf) 1 three-bedroom units @ 80-120% AMI (each unit is assumed to be at least	See architectural set, sheet 6, 13,14 as well as the housing mitigation calculator. The project is now one building and will not be phased. All affordable and workforce housing will be complete at the time of the certificate of occupancy for the building.	
		2. ADA ACCESS - How do persons with disabilities enter each building from the car elevator? Also, how do persons without disabilities enter the building after parking a vehicle?	See updated plans - 5' setback from property line along the alley will allow for a safe POT for ADA access. The parking will be fully valey and ideally an ADA vehicle will be dropped at the loading zone. The parking lift is ADA accessible for a guest or resident who needs to park themselves.	
		3. ALLOWED FAR/FAR MEASUREMENTS - The total allowed FAR is 1.3, or 19,500 sf. Staff calculated a total of 20,228 sf of above-ground habitable which is 728 sf over the allowed. Staff also needs to confirm how the applicant is measuring floor area. Is floor area being measured from the interior or exterior walls? The LDRs require that it be measured from the exterior walls. Also, the areas in both buildings labeled as open to below are part of level B2 which mostly is a basement. However, these areas labeled as open to below violate the standard that requires that basements cannot stick out of the ground by more than 10 as measured from finished grade to finished floor above. So this means that level B2 does not qualify as a basement and thus counts as FAR which further means the building is too large based on the maximum 1.3 FAR.	See updated plans	
		4. RESTAURANT/BAR - Staff needs details on the restaurant/bar and whether this use will truly be accessory to the hotel or not. If the use is determined not to be accessory to the hotel, parking, and housing requirements will apply. At this time the applicant is applying a parking standard for the bar but not applying a housing mitigation. Why is that? If this restaurant/bar - is open to the public then the housing requirement will increase.	The restaurant will be breakfast and light bites for hotel guests only	

		5. WESTERN CHARACTER DESIGN GUIDELINES - Western Character Design Guidelines will apply to this property since it is located within the Downtown Design Overlay-2 (DDO-2). At this time, Planning staff does not find the building to comply with the Western Character guidelines and the applicant will need to carefully go through all applicable guidelines and make design changes to the building.	Design has been updated to reflect Western Character. Design Review Board hearing was highly positive of the design.	
		6.BUILDING CORNERS - The corner at Pearl/Millward and Millward/Alley needs significant work to visually improve their appearance and pedestrian experience which are guidelines in the normal set of Design Guidelines which also apply to this property (Public Space, Street Wall and Massing Sections). Neither corner is engaging or welcoming to the public.	Noted. The design has been updated to enhance the design of the corner.	
		7.PARKING/VALET - The Town has not yet approved this type of automated vehicle stacking system before and thus the applicant runs some risk using this type of technology. Since affordable deed-restricted units will be required on-site, the Housing Authority will also weigh in on whether they are comfortable with this type of parking for the tenants. Also, where do guests park for valet parking? Is the assumption that the town will grant street spaces for valet parking?	The project proposes 2 valet loading zones along Millward and 2 public parking spaces. The parking system will accommodate parking for the hotel and residential users.	See civil site plan
		8. BIKE PARKING STANDARDS - The Town has adopted new bike parking standards that will apply to this development. Staff has attached the new standards and the applicant will need to demonstrate compliance. How do tenants and guests access the basement bike stalls located in the underground parking garage? Where will the short-term bike parking located?	Bike parking regualtion will be met., Basement bike stalls are accessible by elevator, and short-term bike racks are provided at street grade at NE and possibly at frontage to Millward, to be planned.	
		9. PARKING DIMENSIONS - The width of parking stalls in the basement cannot be less than 9. Some may be 8 according to the attached underground parking resolution. At a minimum, 7' of height clearance is required for vehicle stackers.	A more detailed explanation and backup information on the parking system has been provided in the Insufficiency Letter Response section of this submittal. The parking spaces can be designed to any size and any height can be accommodated if the proposed design is not acceptable.	
		10. TRASH - The trash enclosure doors on the north building cannot swing into the alley right-of way. All enclosures and dumpsters shall be set back a minimum of two feet from an alley and the door shall not swing into the alley. Also, how does trash removal work on the southern building?	No longer relevant – updated design is one building. Trash is held within an internal space with a roll-up door, not a swing-type door into the alley.	
		11. LOADING/UNLOADING - How does loading/unloading work for the southern building?	Loading (to now single building) will be via the alley on north via the car elevator. Loading of supplies, trash and recycling can be accommodated within the parking lift or the loading/trash room to maintain a clear alley. The building is set back 5' from the property line to provide extra space to maintain clear alley access at all times.	See civil site plan
		12. EXISTING EASEMENTMILLWARD PARKING - The existing easements for sidewalks and encroachment agreement for parking on Millward need to be addressed. The parking along Millward will need to be removed to conform.	Noted. Consider condition that easement for parking in Millward to be vacated pending DEV approval.	See civil site plan
		13. BASEMENT DEFINITION - The light wells on both buildings count against the basement definition. The applicant will need to demonstrate that at least 50% of the perimeter of each building is not sticking out of the ground by more than 4 (measure from finished grade to finished floor above) and that at no point sticking out of the ground by more than 10. For the north building, in order for the main lobby (on level B2) to be considered a basement, the portion labeled open to below cannot stick out of the ground by more than 10 as measured from the finished grade to the finished floor above. It appears that this area of the building is roughly 20 above the finished grade. It appears that the open to below area on the south building has a similar issue as this portion of the building is roughly 15 above finished grade.	Design has been updated to address this issue, meets requirement.	See architectural drawings
		14. LDR Section 2.2.1.D Lodging Building Frontage states that on the primary street (Millward), the ground level of each building must have 40% glazing and the secondary street (Pearl) ground level must have 20% glazing. All other levels on both streets must have at least 20% glazing.	Calculations have been provided, meets requirement.	See architectural drawings
		15. LDR Section 2.2.1.D Lodging Building Frontage states that the ground floor elevation along both streets must be within 5 of the finished grade. How does the open to below areas comply with this standard?	Areas of the ground floor are within 5' of finished grade. The majority of the ground floor is at 4' above finished grade while some areas are at street level.	See architectural drawings
		16. EVSE STANDARDS - The Town has new Electric Vehicle standards that will apply to this development. Need to discuss further how this coincides with valet parking.	The parking system can accommodate up to 80% of spaces as EV. The system moves cars within the system that need to be charged and will move the cars to non-charging spaces once they are fully charges. It can accommodate all standard EV charging ports.	

		17. STREET LIGHT - A street light will be required at the corner of Pearl/Millward.	Existing street light will remain.	
		18. BULB OUT - A bulb out will be required at the corner of Pearl/Millward.	Noted. The schematic design includes a protected bike lane curb/bulb out that directs cars away from pedestrian and bike lane. Developes protected bike lane. Applicant welcomes design collaboration with Town	See civil site plan for concept
		19. SIGHT DISTANCES AT CORNER - The applicant will need to work with Town Engineering on the placement of trees as it relates to sight distances.	Noted. Sight distances per site plan will not infringed other than existing utility and street light poles	See civil site plan
		20. PEDESTRIAN FRONTAGE TYPE - The pedestrian frontage type will be Trees in Grates. No boardwalk.	Noted.	See civil site plan

Insufficiency Letter Comment Responses

1. *Housing Mitigation Plan* - Provided in Section 4

2. *Narrative Description of the project including response to Findings of Approval of Sketch Plan (LDR Sec.8.3.2.C).* - Provided in Section 5

3. *Items identified in Pre-Application Conference* - Spreadsheet of responses follows this section.

Floor area tabulation and color coding – Floor plans have been updated to match the Housing Mitigation Calculator. The floor area tabulation and color coding are updated to be less confusing and consistent with the floor area tabulation.

Neighborhood Meeting – The neighborhood meeting was held at 50 S Millward Street on December 3rd, 2024 from 5:30pm – 7pm. As only one interested party attended the meeting (sign-in sheet is attached), the applicant presented the plans, elevations and renderings and then spent an hour talking through the project. Highlights from the conversation included detailed questions on the hotel floor plans, talking through how the automated parking system works, and discussing the unique challenges around construction in Jackson Hole.

Blub-Out – Update civil and site plans to include new bulb-out design at corner S. Millward St. And W. Pearl Ave. Revised plan should provide dimension of relocated curbs and show related streetlamp at the corner of S. Millward St. And W. Pearl Avenue. Include street cross-sections showing the proposed design for both S. Millward St. And W. Pearl Ave. An example of bulb-out design has been provided with this letter. - Bulb-out design has been incorporated into the plan set. See civil plan and architectural site plan.

Parking System – Provide greater details on functionality, operations, maintenance, and individual stall size of the proposed automatic parking system. Application should address how parking system will not create negative offsite impact to public infrastructure (ROW, street, alley, etc.) including in the event the system is inoperable. Specifically, how development will meet Sketch Plan finding C.3 (does not have significant impact on public facilities and services) with all required parking accessed through the vehicle stacking system.

The parking system will be by Utron Parking. Utron Website Link The applicant selected Utron for the simplicity of the physical equipment within the system and the long track record of operating garages (over 25 years for a single system) within their inventory of projects. The Utron Pace is a Shuttle Automated Parking system, also referred to as "Rack and Rail" parking system. This mechanical parking system is based on shuttles performing single path horizontal movement along fixed rails and storing vehicles on racks located perpendicular to both sides of the fixed rails.

The structure is made of concrete with embedded rails. The proposed system will be 2 levels with a shuttle on each level. Movement between the levels will occur within the parking lift bay. The lift also serves as a turn table to spin the vehicles so the user pulls into the lift bay facing forward, and leaves the lift bay facing forward. The parking system can be designed to accommodate any size

vehicle. As this project is in Jackson, this system has been designed to accommodate a vehicle size up to the Cadillac Escalade 2025 model (212" L x 81" W x 77" H) which is considered one of the largest standard vehicles available. As seen in the photos below, the parking spaces are defined by a small track that is mounted to the floor which guides the parking shuttles. Video showing the system here. Since there are no people parking the vehicles, the parking spaces are designed to be narrower (7'-6" x 20') than standard spaces as there are no people accessing the garage or the vehicles unless they are in the load bay which has a clear space of 18'-6" x 24'-4". Spaces this size comfortably accommodate the largest vehicles that can be parked within the system. A standard parking space ranges between 8'-0" - 9'-6" to accommodate a driver/passenger opening the car door, this is not necessary in this system as the cars are not parked by a person.

The retrieval time for a system of this kind ranges between 3-5 minutes, well within the range of a typical valet service if not faster. A valet driver will park the car in the load bay off the alley and clear the questions required by the Utron user app before leaving the car to the system to bring to the lower level and park the car. This process will take a maximum of 30 seconds which will allow the valet to get back to the valet loading area on Millward faster than if they had to park the car themselves. The Utron system is simple mechanically, but very advanced in its programming technology. The different user groups of the property (hotel guest, hotel worker, resident, etc.) can be identified by the system and the car will be parked according to the anticipated duration of stay. A person may call for their vehicle or schedule their pickup in advance to minimize their wait time.

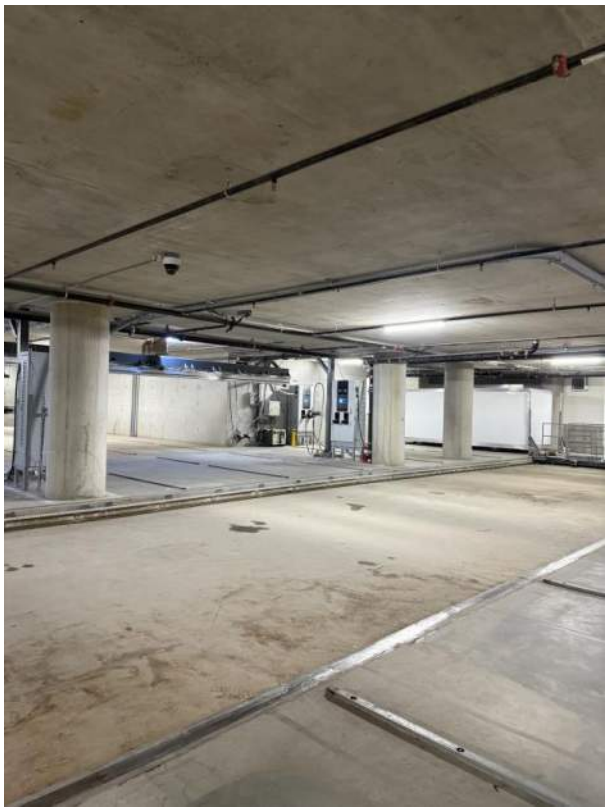
The system is monitored 24/7 by remote Utron technicians who can typically correct any technology issues from their off-site location as well as detect any issues with the mechanics of the system before they occur. Given the location of Jackson, the applicant will stock repair parts for all equipment on site to avoid any possible delays if there were to be an equipment related issue. The property engineering staff will be trained to repair the system if needed and Utron staff is always available to help work through issues in person or remotely. That said, the system is highly reliable and rarely encounters any issues that can't be addressed remotely through the on-call IT staff. There will be a battery backup provided in case of power less which allows for the retrieval of vehicles even in the event of a power loss. The most aggressive preventative maintenance schedule will be implemented by the property to ensure the system is up and running smoothly at all times. A typical maintenance schedule has been attached to this submittal. The applicant is a long-term owner/operator of hotels and is highly motivated to have a system that has zero outages. Preventing hotel guest and resident complaints is the highest priority for the property ownership team.

During routine maintenance, a mid-year planned maintenance will require the lift to be out for 2-3 hours. This can be scheduled during off-peak season when occupancy is low and planned for overnight hours. The property ownership will find a local parking solution for any guests or residents who may need access to their car during those hours. A single annually planned maintenance day will require the lift to be out for 8-10 hours and will also be scheduled for off-peak season and hours to affect the fewest users of the parking. A local agreement will be arranged to accommodate cars off-site, not on public streets, and paid for as needed by the property ownership.

The parking system can also accommodate storage containers which can be used to bring trash/recycling/deliveries from the street level to the garage level quickly to minimize alley congestion. Link to video showing the container movement



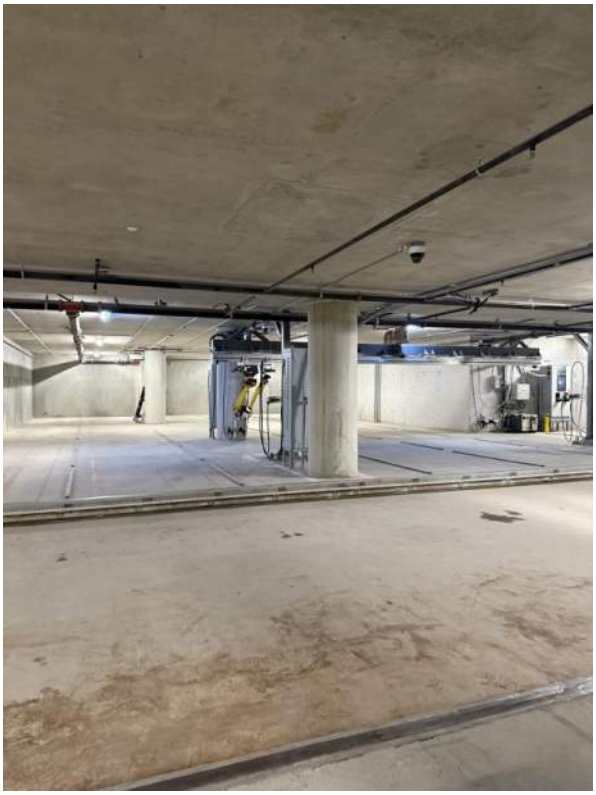
Rail system



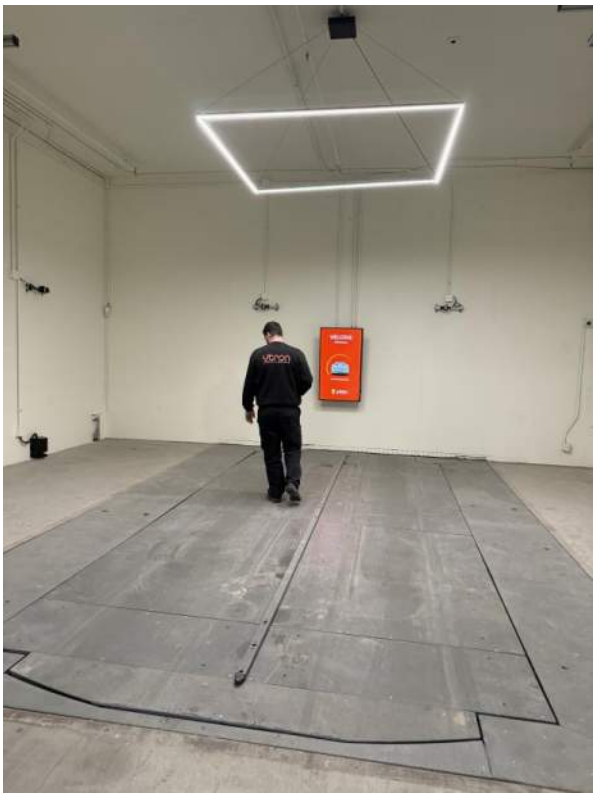
Overview of garage

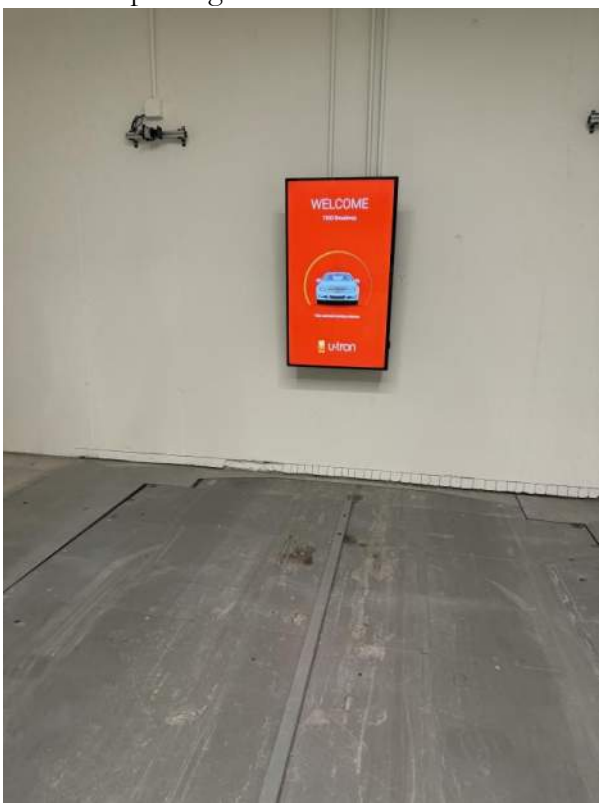


EV charging robot



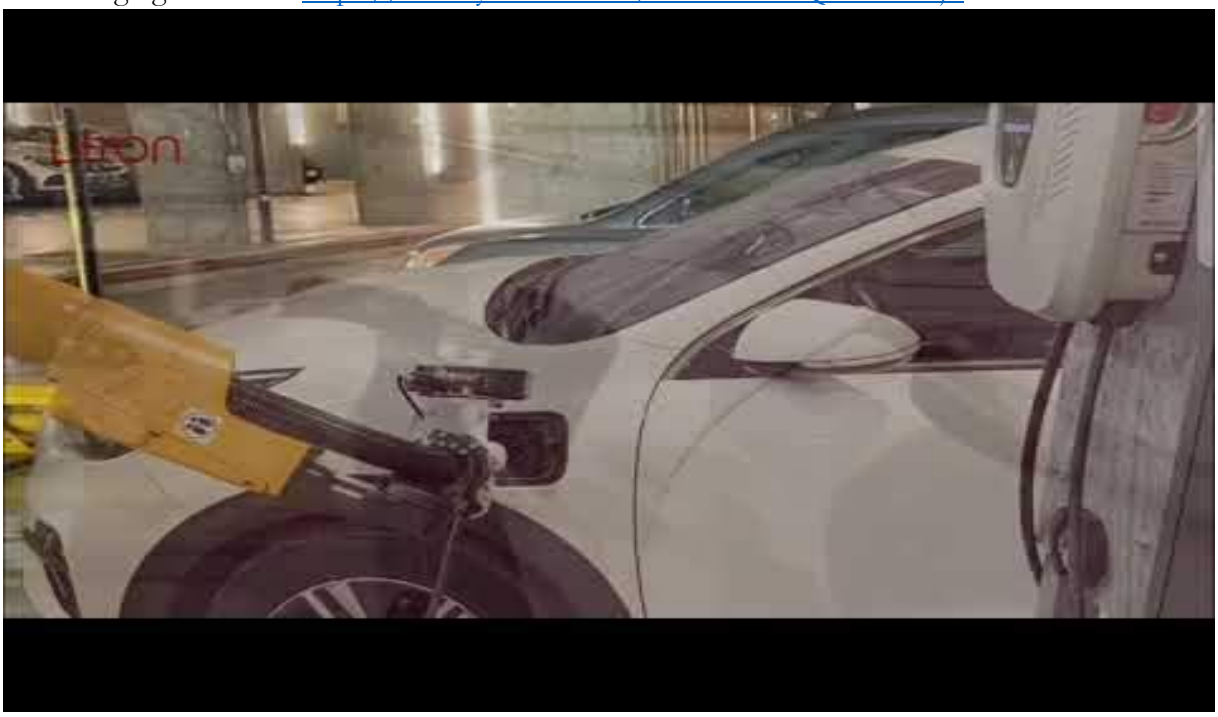
EV parking stations





Load Bay and Parking Kiosk

EV Charging Solution: https://www.youtube.com/watch?v=a0Qh6HGvLjo



The EV charging solution utilizes a robotic arm that operates along a rail system.
The usual setup includes the following but can be customized to accommodate a higher count of EV spaces:

- Four charging stations, each equipped with two charging guns, totaling eight charging spots (effectively seven, as one is partially blocked by a corner wall).
- DC fast charging capabilities, allowing vehicles to reach a full charge in approximately 40 minutes.
- The parking system manages the queue for vehicles requesting a charge, with users submitting requests via an app or kiosk.

General Charging Process:

- Users register as EV users and receive an adapter for their specific charging port.
  - System uses CCS2 connectors, and adapters are provided for CCS1 (American standard) and Tesla.
- In the app, users indicate the physical location of their charging port and confirm that the adapter is inserted.
- When it's their turn, the system automatically directs the car to a designated EV charging spot based on the port's location.
- The robotic arm scans for a QR code on the adapter, performs image recognition to identify the exact port location, and connects the charging cable.
- Then Utron communicates with the charging station's API to initiate charging. The robot disconnects only after a successful power transfer.

- Safety sensors on both the robot and rail system help mitigate potential risks. The software also manages the robot's movement in coordination with parking activities.

While automated parking has not been used in Jackson to date, the system has been successfully used from California to Boston within the United States. Systems from 30 – 300 cars are currently in operation and the applicant has toured several systems to get a deep understanding of the equipment. Mixed use developments are common with this system and the addition of full-time valet guarantees a smooth operation for the residents, hotel guests, and public at large. Given the need for parking in Jackson and a desire to maintain the Western Character of the zone this project sits within, the applicant believes this system maximizes parking while preserving visible square footage for public and pedestrian enhancing program.

Provide a specific stated request for "On-Street Valet Parking" - Provide description of number, location, and time limitation (15 min or 30 min as provided by the municipal code) for any on-street vehicle parking spaces that are proposed for "valet parking" designation. Show number and location of spaces consistently across all discipline plan sets. - 4 new street level parallel parking spaces are being proposed. 2 would be public parking. 2 are proposed as 15 min valet only loading spaces. The project requests the loading spaces to ensure valet and the parking system are efficiently operated and do not cause any backup of traffic in the alley or on public roadways.

Conceptual Construction Management Plan – Provide conceptual level plan for construction management, specifically addressing any expected use of the public right of way for construction. - CMP has been provided as part of this submittal.

Utron Automated Parking

Automated Parking System Narrative

EXAMPLE

401 Hackensack Avenue, Suite 505, Hackensack, New Jersey 07601
T 201 592 1444 | E info@utron.co | www.utron.co

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General

This paragraph describes a structured system designed for a specific function in a designated location. It outlines multiple levels, each with defined capacities and specialized components. The system incorporates automation, precise movement mechanisms, and safety protocols. It includes key elements that facilitate controlled operations, ensuring efficient handling and organization. The description also details how different components interact to execute processes seamlessly.

Dimensions & Figures

Item	Data
Parking positions	75
Maximum car weight	10,000 lbs
Maximum car length	212 in
Maximum car width	85 in
Max height of cars for P2 level	in design phase - 6'-0"
Max height of cars for P1 level	in design phase - 8'-0"
X-shuttle width (between rails)	20'-8"
Transport lane length	140'
Lift travel height	26'
Lift pit depth	5'

Bay Room

3.1. The bay room will have the following components:

- Entry/exit door
- Sensors
- LED screen with signs and indicators

3.2. Upon driving into the bay room, the driver (user) is guided by the signs on the LED screen with proper directions and placement of the car on the centralizer.

3.3. After confirmation of good position, the user will exit the car and go out of the bay room toward the parking waiting area (through the roll-up door in the bay).

3.4. The user will interface with the system using a personal code in the Kiosk in the parking waiting area.

Bay lifts

4.1. General

The lifts will be used to move cars between levels.

The lifts will be mounted on four vertical posts, which will be connected to the pit slab.

The max vertical speed will be 3.28 ft/sec.

4.2. Components

The bay lift will have a centralizer to center and align the cars upon entry.

The bay lift will have a turntable to rotate the car.

4.3. Process description – storage (after user interface):

1. The system checks for any movement in the bay room. If there is none – the entry/exit door (driveway side) will close. If any movement is detected the process is stopped until another user confirmation is received from the kiosk.
2. Car is checked by the sensors.
3. System re-checks for any movement in the bay room. If there is no movement – the centering and aligning process will begin. Once complete, the car will be lowered to level P1, where the rotation action will occur. After that the car will be delivered to level P1, or the lift will continue to P2 and the car will be delivered there.
4. The lift will move the car to one of the two storage levels, according to car size and space availability.
5. At the storage level, Z-shuttles will move in and pick-up the car. After returning to the X-shuttle, the car will be transported to the selected parking position and will be dropped-off using the Z-shuttles.

4.4. Process description – retrieval (after user interface):

1. Lift is moved to the appropriate level.

2. The requested car is conveyed to the lift from the parking position using X-shuttles and Z-shuttles.
3. The lift is moved back to the entrance level and the user is notified of the car's arrival in the bay room.
4. The entry/exit roll-up door will open, and the user will enter the bay room through the pedestrian door at the waiting area to pick up the car.

X-shuttles

5.1. General

X-shuttles are horizontal transporting machines, which move the car laterally on the level, between the lifts and the parking positions.

Each level will have one (1) machine, and each machine has two (2) Z-shuttles for the actual handling of cars.

5.2. Dimensions & Figures

Item	Data
X-shuttle max speed	SYSTEM DESIGN IN PROCESS TBD
Transport lane width (between rails)	
X-shuttle weight (with two Z-shuttles, w.o. car)	

5.3. X-shuttle control

Each shuttle has a set of sensors and controllers that control its' movement.

These devices facilitate the proper positioning of the shuttle in the proper position.

The motors on the shuttles will have integrated brakes.

Sensors and Safety

The system will have various sensor arrays for the following operations:

6.1. Car presence in Bay room

This array will check if a car is present in the bay room.

6.2. Car dimensions' sensor array

This array will check if the car dimensions comply with system limits (height, width, length)

6.3. Motion sensors – User presence

This array will verify that there is no motion detected in the bay room before any mechanical system is engaged. This includes closing the entry/exit door and moving the lift.

In case motion is detected, the mechanical systems will be disabled, and the process will stop or will not start at all.

The sensors will cover the entire area of the bay room.

6.4. Entry/Exit Door Sensors

This array will verify that there are no objects that can interfere with either opening or closing of the door.

These sensors will also indicate if the door is open or closed.

Storage Process

1. When the bay is ready to receive a new vehicle, the LED sign outside the bay door will show a green arrow pointing to the direction of the entrance.
1. The driver will approach the roll-up door and the system will detect that a car is waiting to enter the parking system.
2. The roll-up door will open, allowing the vehicle to enter the bay room. At this point, the LED sign will change from a green arrow to a red stop sign, indicating that the bay is occupied (see below for indicators).
3. The driver will drive into the bay room following the driver guidance directions on the LED screen inside the bay.
4. After the proper positioning of the car, the user will turn the engine off and exit the car, lock it, and proceed to the Kiosk just outside the bay room.
5. The user must verify the checklist on the Kiosk that:
    - No passengers are inside the vehicle.
    - No people or animals are inside the Bay Room area.
    - All car doors are closed, side mirrors are folded, and the vehicle is locked.
    - Car engine is turned off.
    - Car is in 'Parking' and the parking brake is activated.
6. Only after this verification and user confirmation that one wishes to store the vehicle, will the system proceed with the process.
7. The system will conduct safety checks that include: verifying and closing the roll-up door, verifying that there is no motion detected in the bay room. After that, the system will engage the lift and store the vehicle.

8. At any stage, if the dimensions of the car do not comply with system limits or there are no parking spaces available, a notification will appear on the LED screen / Kiosk and the driver will be requested to remove the car from the bay and restart the process or exit the garage.
9. If all the conditions are met, the car will be parked, and the User will be notified that the car was successfully parked in the garage.

Retrieval Process

1. The driver will use the Retrieval Kiosk to complete the retrieval process. The system will be notified of the request to retrieve the vehicle.
2. The vehicle will be retrieved using the various shuttles and lifts and will be transported to the entry/exit level.
3. Upon completion of lift movement, the entry/exit door will open.
4. The driver can then enter the bay room and drive out of the bay room.

LED sign explanation

a. **Ready for entrance**



System is ready for a vehicle to enter. The driver should drive to the target area and follow the instructions.

b. **Entrance task in process**



Entry task is in process. The driver must wait until the system is ready for a new task.

c. **Exit task in process**



Exit task is currently in process. The driver must make way for the exiting vehicle and wait until the system displays that it is ready for entry.

d. **Fault state**



The system is in a fault state. The user will call Utron call center for assistance.

e. Bay in exit mode – Entrance request received



System registered the entrance request. The driver should wait for further instructions on the display.

Hazardous Situations

10.1. User related issues / incidents

In case a user needs assistance or has initiated a room stoppage using one of the emergency push buttons, a 24/7 call center will be on call to accept and resolve these issues.

Utron also provides around-the-clock remote monitoring services for the parking system, using remote cameras and other sensors, to make sure the garage is operating properly and safely.

10.2. Power outage

In case of power outage, the system can function on minimal power, taken from generator power supply (if provided). A dry contact signal from the generator will notify the Automated Parking Management System (APMS) of the situation, and the system will go into power saving mode.

The system will function in this case only in retrieval mode and will not allow incoming vehicles. Retrieval tasks will take more time than in normal operation due to reduced power feed.

10.3. Fire Detection & Alarms

Firefighter crews can access the system through stairwells and paths specified in the building design.

In case of fire alarm, the system will commence a shutdown procedure which will include the following steps:

- Cars in transit on shuttles will be dropped off in the nearest available position.
- Empty X-shuttle will move to the end of the transport lanes (north end of the parking area) to allow fire-fighting personnel maximum access to the parking area.
- Bay lifts will return to the entry level and will lock in place.

- Entire automatic shutdown of the system until the local Fire Department approves restart.
- Upon such approval, Utron certified technicians will arrive at the garage and will have to power back the system manually and check that there is no damage to system's components and that normal operation can be established.

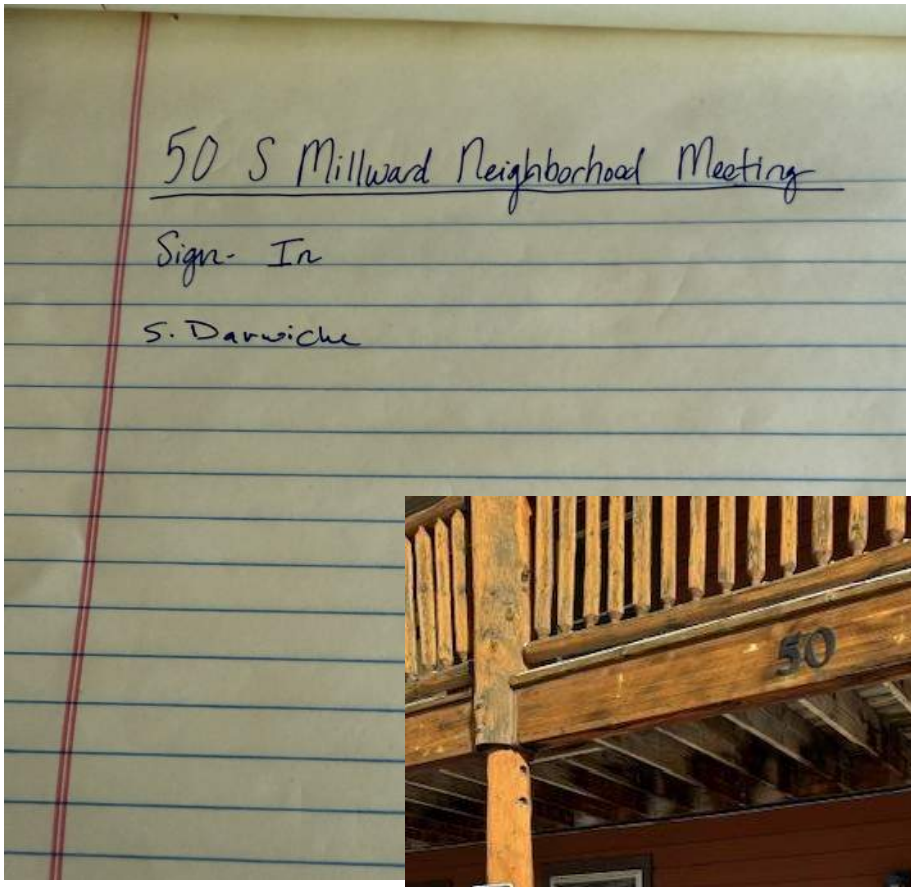
Safety Check List
1) Notify affected employees; log directly into the component on your Laptops (secure potential movements)
2) A harness and a hardhat is to be worn at all times when working above the first floor
3) Power is to be turned off when working on electrical components or near electrical components (ZS,XS,SL,TT
4) Power is to be tested with a multimeter before work is to begin to ensure power is OFF
5) Safety glasses, gloves & earplugs are to be worn when using a drill and grinder
6) Periodic updates are to be made with Dashboard group (Dashboard operator)

	Bay Room/TT Check List	Freq
	Motor & Gear: Visual, vibration, temp, oil leak, damage, Paint	3 months
	Chain: visual & clean	3 months
	Thrust bearing: Visual, clean, Turntable/slewing ring, bolt specifed torque	3 months
	Sprockets: visual, clean	3 months
	Frames: Visual and clean	3 months
	Buffer: Visual and clean	3 months
	Fasteners	3 months
	Motor & Gear: Thermocal protection circuit, connection cables, output element secure,	6 months
	Complete power lead (Check for damage in electrical system, wiring, screws	6 months
	Chain: visual, lubricate & clean	6 months
	Thrust bearing: greasing	6 months
	Bearing: Greasing	6 months
	Sprocket: system run check, grease	6 months
TT	Perform Leveling test	1 year
	General system test/Re-calibration	1 year
	Chain: Tighten & stretch	1 year
	Chain: check chain elongation	1 year
	Chain clean	1 year
	Check the lubrication system	1 year
	Sprocket: lubricate	1 year
	Side Wheel: inspect diameter, vibration, vulcaniztion	1 year
	Control: Check arrival of turn table to target	1 year
	Control: Check acceleration/deceleration of shuttle and recalibrate	1 year
	Turn table frame: Inspect welding for damages	1 year
	General Overhaul	3 years
	Oil Change	3 years
	Replace oil sealing rings, gaskets, plugs	3 years
	Motor & Gear: Visual, vibration, temp, oil leak, damage, Paint	3 months
	Chain: visual & clean	3 months
	Pusher triangle: visual & clean	3 months
	Shaft: visual & clean	3 months
	Frame: Visual & clean	3 months
	Conveyor belt: Visual & clean	3 months
	Pusher Rods: Visual & Clean	3 months
	Half door: Visual & Clean	3 months
	Check Front Right Tension sensor	3 months
	Front Left Tension sensor	3 months
	Back Right Tension sensor	3 months
	Back Left Tension sensor	3 months
	Motor & Gear: lubrication	6 months
	Motor & Gear: tigethen torques of motor and screw connection (include shaft clamp)	6 months
	Motor: all connection cables, replace if needed	6 months
CENTRALIZER	Motor: output elements firmly secured, tighten threads	6 months
	Complete power lead (Check for damage in electrical system, screws, wiring	6 months
	Chain: visual, tension check, lubricate & clean	6 months
	Chain: tension check	6 months
	Sprocket: system run check, grease	6 months
	Bearing: Greasing	6 months
	General system test/Re-calibration	1 year
	Chain: Tighten & stretch	1 year
	Chain: check chain elongation paragraph 6.6.	1 year
	Chain clean	1 year
	Check the lubrication system	1 year
	Sprocket: lubricate	1 year
	Side Wheel: inspect diameter, vibration, vulcaniztion	1 year
	Control: Check arrival of turn table to target	1 year
	Control: Check acceleration/deceleration of shuttle and recalibrate	1 year
	Turn table frame: Inspect welding for damages	1 year
	Check all connectors under the TT for all sensors are secured properly	3 months
	Check for any damaged wiring running under the TT	3 months

	LMS	3 months
	Ground Clearance Front	3 months
	Ground Clearance Back	3 months
	Ground Clearance Center. Check height at 4.5"	3 months
	TT internal clearance	3 months
	TT external clearance	3 months
	Car detection sensor	3 months
	Wheel detection sensor	3 months
	Internal and External Door clearance sensors	3 months
BAY SENSORS	Front Right Close Sensor	3 months
	Front Right Open Sensor	3 months
	Front Right Liner Cover Sensor	3 months
	Front Left Close Sensor	3 months
	Front Left Open Sensor	3 months
	Front Left Liner Cover Sensor	3 months
	Back Right Close Sensor	3 months
	Back Right Open Sensor	3 months
	Back Right Liner Cover Sensor	3 months
	Back Left Close Sensor	3 months
	Back Left Open Sensor	3 months
	Back Left Liner Cover Sensor	3 months
	Back Left Liner Cover Sensor	3 months
	Check if LMS are correctly calibrated. Refer to document on teams for instructions	3 months

Neighborhood Meeting - 12/3/24 from 5:30-7pm at 50 S Millward Street

Sign-in and Notice Posting on Building





Neighborhood Meeting - list of property owners notified

Parcel	Owner	Mailing Address	owner_city owner_state owner_zip
22-41-16-33-1-02-003	TIMBER WOLF CORPORATION	PO BOX 1677	JACKSON, WY 830011677
22-41-16-33-1-02-002	BELKNAP CREEK PROPERTIES, LLC	2113 S FORK RD	CODY, WY 824148006
22-41-16-33-1-02-007	RUNNING DEER, LLC	PO BOX 6368	JACKSON, WY 830026368
22-41-16-33-1-02-008	JN ONE, LLC	PO BOX 6368	JACKSON, WY 830026368
22-41-16-33-1-03-007	VID PEARL, LLC	PO BOX 4793	JACKSON, WY 830014793
22-41-16-33-1-02-004	NIXBOT HOLDINGS, LLC	PO BOX 1241	JACKSON, WY 830011241
22-41-16-33-1-03-009	PRUGH INVESTMENTS, LLC	PO BOX 2914	JACKSON, WY 830012914
22-41-16-33-1-02-006	ONE HUNDRED SEVEN, LLC	PO BOX 991	JACKSON, WY 830010991
22-41-16-33-1-03-001	FDRG HOLDING COMPANY LLC	PO BOX 9250	JACKSON, WY 830029250
22-41-16-33-1-02-005	JUNE LANDING, LLC	PO BOX 160	JACKSON, WY 830010160
22-41-16-33-1-02-001	SANDS, CHARLES E. REVOCABLE TRUST	PO BOX 696	WILSON, WY 830140696
22-41-16-33-1-54-001	JN ONE LLC	PO BOX 6368	JACKSON, WY 830026368
22-41-16-33-1-03-002	HANSEN, WILLIAM E. & GWEN K.	2145 S PARK RANCH RD	JACKSON, WY 830019440
22-41-16-33-1-07-001	THOMPSON, BRUCE FAMILY LIMITED PARTNERSHIP ET AL	20624 LONGRIDGE CT	GROVELAND, CA 953219560
22-41-16-33-1-54-002	JN ONE, LLC	PO BOX 6368	JACKSON, WY 830026368

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February 18. 2025

Attention: **Amanda Mauceri**
SVP of Development
Dauntless Development

RE: **pCMP (preliminary Construction Management Plan)**
Millward Hotel
50 South Millward Street ***(current location of structure to be de-constructed)***
Jackson, Wyoming 83001

Project Narrative:

Located on the northwest corner of Millward Street and Pearl Avenue. The projects includes a 67 guest-room hotel along with 10 residential units. Parking is provided per code and includes 75 below-grade parking stalls using a stacked, automated parking system. EV charging stalls and bike parking are provided to code.
The total gross square footages for the building without parking is 53,959 and 65,353 with parking.

Proposed Schedule:

Depending on site approval and permitting, we propose a start of construction 11.1.2025, with an overall duration of 72 weeks, suggesting a completion of 3.17.2027.
Modular construction allows us to accelerate the completion dates over conventional construction by 36% to 42%, thus limiting the overall impact on public and private neighbors.
(review MC 12.08.040B and 12.08320 for summer and winter encroachment rules)

Public Impact:

The businesses impacted within a radius of 200 feet along Millward Street and West Pearl Avenue include: Bin22 Restaurant, Rawhide Housing Complex, USPS, Everest Momo Shack, Alivii Software (located in USPS), Black Diamond Equipment, Pearl Street Bagel and Pearl Street Nail & Spa.
A neighborhood meeting to review a traffic plan, showing the use of public ROW spaces, travel lanes

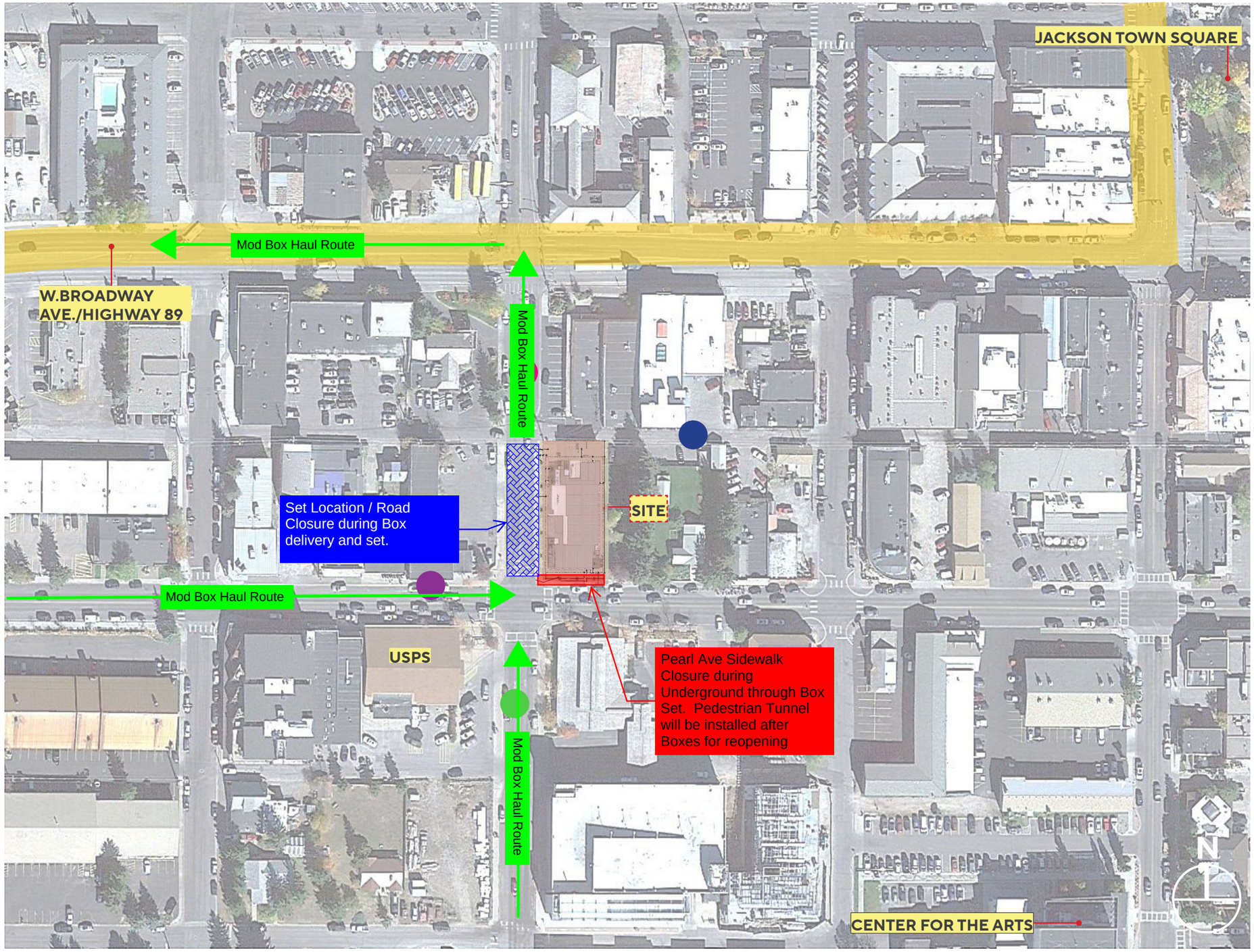
	and pedestrian corridor will be conducted prior to Town approval. (See sections below for additional, known details)
Construction Parking:	Private parking arrangements will be negotiated by the Owner or Contractor to allow carpooling or busing of employees and subcontractors. The use of public parking facilities / lots is discouraged or not allowed
Site Logistics:	Typical work hours M-F are from 07:00AM to 05:00PM. Weekend and Holiday work hours, if required, are from 08:00AM to 05:00PM. Temporary Facilities / Construction Barrier and Road Use *(see detailed site logistics plan attached)*
Job-site Management:	The project will be staffed by Symmetry employees and will include 100% on-site supervision. On-site personnel will also include safety and QC managers, project manager, project engineers and project principals.
Job-site Safety / Security:	The job site area and public will be protected by temporary fencing and active site surveillance equipment. Motion sensor systems will be installed to secure trailers and temporary offices. Depending on the phases and other requirements, a security guard will be available to patrol the project during nights and weekends.
Noise, Dust & Erosion Control:	A Stormwater management plan and system, approved by the State of WY and local JHA will be implemented and maintained. This plan includes silt fences, vehicle traffic control, inlet protection and concrete wash-out facilities. Street cleaning during site construction activities will occur daily and BMP's (best management practices) will be applied in protecting the public from any extensive dust and noise disturbances throughout the project duration. Using a modular delivery system, will reduce the construction duration by 36% to 42% overall, and

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	therefore reduce the overall disruption, noise and dust disturbances significantly.
Environment:	Using the modular delivery for the construction of this project will result in a significant reduction to the carbon footprint. A large reduction in daily subcontractor travel to and from the project site and a 34% to 39% reduction in construction waste.
Traffic Control:	A preliminary traffic control plan is provided in an attachment below. It indicates the primary access to the site. Traffic Control will also be provided for deliveries requiring unloading in the ROW and the crane scope required for the setting of the mods.
Road & Sidewalk Closures:	With a zero lot-line development, some closures are unavoidable. It is our intent to minimized these interruptions as much as possible. Again - with the modular delivery of the project, a much shorter disruption will occur. At a minimum we would expect sidewalk closures on Millward and Pearl until completion of the below grade operations. Sidewalk and parallel parking lane closures for the vertical construction. We do have tho option of providing a secure / covered walk to provide sidewalks, in lieu of parallel parking to the public after the below grade operations are completed. For emergency vehicle access, we will keep the alley access open. To receive and set the modular pods, a one-lane road closure (possible full road closure on Millward) along the entire property line is required. This duration should not exceed 15 working days. The streets will be reopened evenings, weekends and holidays.
Shoring:	A shoring system (tbd) will be designed, engineered and permitted in accordance with JMC. Any tie-backs into the public right-off way will include a video scope of public / private sanitary lines before and after the work.

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Mass Excavation:	The excavation of the 2.5 - 3.0 levels below grade will required truck loading operations along Millward Street, Pearl Avenue and the current Alley. Intermittent closures / traffic control and vehicle tracking pads will be provided.
Damage Management:	Before the start of construction, a complete inventory / survey of neighboring properties will be conducted to accurately determine potential damages from construction activities.
Modular Unit Staging:	A staging and shuttling plan will be submitted for approval prior to execution. Our preferred option would include the use of a public or private staging lot within the City limits to avoid a costly and long shuttling sequence. (The closer to the final destination the better). The required usage of such a lot is short term and should not exceed 20 working days.
Attachments:	Site Logistics Plan Modular Shuttle / Set and Stitch Plan











DAUNTLESS CAPITAL PARTNERS

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HOTEL
JACKSON, WY

Symmetry Builders Site Logistics Plan
Modular Box Haul Routes and Set/Stitch Location

SITE CONTEXT & VIEW CORRIDORS

Architecture. Design. Relationships.

Scale
Job No. 2024-0345
Date 2025-0417

Construction Fence & Silt Fence

Pearl Ave Sidewalk Closure During Underground and Box Set. Sidewalk Tunnel will be in place to open sidewalk after Box Set.

NOTE.

1. EXISTING POWER LINES TO BE RELOCATED BELOW GRADE.

2. EXISTING CURB AND PARKING AREA TO BE DEMOLISHED AND REBUILT PER CITY STANDARD.

NEIGHBORING PROPERTY

20'-0"

150'-0"

PROPERTY LINE

ALLEYWAY

W. PEARL AVENUE

30'-0"

100'-0"

5'-1"

5'-0"

10'-0"

2'-6"

13'-6"

6'-0"

TRANS./ ELEC. +0'

MEP +0'

TRASH/ LOADING +0'

SERV. ELEV.

CAR ELEVATOR FLOOR @ STREET LEVEL

BAKERY +0'

RESI. ELEV. LOBBY +0'

RESI. ELEV.

STACKED BIKE STALLS +0'

LIGHT WELL

VALET PARKING FOR GUESTS AND RESIDENTIAL

LOADING TRUCKS PARK AT ALLEY

PASSENGER ELEV.

OPEN TO HOTEL MAIN LOBBY BELOW

ELEV. LOBBY +0'

Trash Managment / Recycle

VALET DROP-OFF

Office/Trailer

Temporary Location / Office will be moved into garage when complete.

Portable Toilets

F-150 SuperCab 20' x 7'

S MILLWARD STREET

CENTER LINE OF STREET

REQUIRED FRONTAGE FROM BACK OF CURB FOR TREE IN GRATE

TREE IN GRATE

EXISTING CURB LINE RELOCATE CURB TO ALIGN WITH ADJACENT CURBS ON MILLWARD

ADA ACCESS PATH

DAUNTLESS CAPITAL PARTNERS

HOTEL
JACKSON, WY

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Symmetry Builders Site Logistics Plan

SITE PLAN

N

SCALE: 1" = 16'

Architecture. Design. Relationships.

7

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-01-17

7

LDR Compliance

144 N. Orange, Orange, CA 92866 T 714.639.9860 aoarchitects.com

Architecture. Design. Relationships.

DATE: MAY 07, 2025

TO : Town of Jackson Planning and Zoning Department

PROJECT : Dauntless- Millward Hotel , 50 S Millward St, Jackson, WY 83001

RE: Land Development Regulation Compliance and Narrative Project Description

Land Development Regulation Compliance

Zoning : Section 2.2.15 DC-2 Downtown Core – 2

2.2.15.B.1 Lot Standards

ITEM 1: Building Setbacks:

1.1 Primary Street Setback range(from back of pedestrian frontage)

Required : (min-max) 0'-5'
Provided : 0' (Pearl Avenue)

1.2 Secondary Street Setback range (from back of pedestrian frontage)

Required : (min-max) 0'-5'
Provided : min. 0' ; max. 1'2" (Millward)

1.3 Side Interior

Required : (min) 0' or 5'
Provided : 0' or 5'1"

1.4 Rear

Required : (min) 0' or 5'
Provded : 0' or 5' (Alleyway)

1.5 Abutting protected zone

Required : (min) 10'
Provided : Not Applicable

ITEM 2: Landscaping Area:

2.1 Landscape Surface Ratio: N/A

2.2 Plant units: N/A

ITEM 3: Fencing:

3.1 Height in any street or side yard

Required : (max) – 4’

Provided : 3’-6”

3.2 Height in rear yard

Required : (max) – 6’

Provided : 6’

3.3 Setback from pedestrian frontage

Required : (min) – 1’

Provided : 2’ – 10’

3.4 Setback from side or rear lot line

Required : (min) – 0’

Provided : 2’ – 10’

ITEM 4: Parking Setbacks:

4.1 Primary Street, above ground

Required : (min) 30’

Provided : N/A

4.2 Secondary Street, surface parking

Requried : (min) 30’

Provided : N/A

4.3 Secondary Street, tuck-under, enclosed, or structured parking

Required : (min) – 0’

Provided : 0’

ITEM 5: Access:

5.1 Curb Cut Width

Required : (max.) 24’

Provided : N/A

2.2.15.B.2 Bulk Standards

ITEM 6: Street Façade :

6.1 Width of ground and second story in primary street setback range:

6.1.1 % of lot width

Required : (min) 80%

Lot width is 100’ -> 100’ x0.80 = 80’min.

Provided : L1 – 91.75’ ; L2 – 91.75’

6.1.2 Length from street corner

Required : (min) 30’

Provided : L1 – 91.75’ ; L2 – 91.75’

6.2 Width of ground and second story in secondary street setback range:

6.2.1 % of lot width

Required : (min) 80%

Lot width is 150’ -> 150’ x0.80 = 120’min.

Provided : L1 – 140’ ; L2 – 145’

6.2.2 Length from street corner

Required : (min) 30’

Provided : L1 – 140’ ; L2 – 69.5’

ITEM 7: Building Height:

7.1 Height(max) if roof pitch <5/12 :

Required : (max) 42’

Provided : 38’ (Top of roof) ; 42’ (Top of Parapet)

7.2 Stories :

Required : (max) 3

Provided : 3 stories above grade + 3 Exempt Basement Levels

7.3 Height (min) in any street setback range :

Required : 16’

Provided : min. Height 38’

ITEM 8: Building Stepback:

8.1 Stepback for any 3rd story street façade or street façade over 30’ :

Required : (min) 20’

Provided : 20’

8.2 Encroachment in stepback

Allowed : (max % of overall façade width) 40%

Overall façade width along South Millward Street is 147’ X 40% -> 58.8’ allowed for encroachment. 147’ x 60% -> 88.2’ (min) 20’ step back required.

Provided : 88.25’ width of 20’ step back

Overall façade width along West Pearl Avenue is 91.75’ X 40% -> 36.7’ allowed for encroachment. 91.75’ x 60% -> 55.05’ (min) 20’ step back required.

Provided : 55’-7” width of 20’ step back

ITEM 9 : Scale of Development:

9.1 Total Lot Area – 15,000 SF

9.2 Allowed Rental FAR 1.3 – 19,500 SF

9.3 2:1 Bonus Housing (Market-Rate Units)– 2,852SF

9.4 2:1 Bonus Housing (Workforce Deed Restricted Units) – 1,876SF

9.5 Affordable Deed Restricted Units – 5,656SF

9.6 Basement Exempt Area:

Occupied – 24,098 SF

Basement Parking – 11,453 SF

9.7 Total Occupied Area (Excludes Structured Parking) – 54,981 SF

9.8 Total Building Area Including Parking – 66,434 SF

9.9 Total Nightly Rentable SF (Includes 19,500 Allowed + 24,098 Exempt) – 43,598 SF

2.2.15.B.3 Form Standards

ITEM 10: Pedestrian Frontage:

10.1 Trees in Grates

10.1.1 Frontage dimensions

Required : 13.5’ min. from back of curb ; 5’ min. furnishing/planting area ; 6’ min. clear sidewalk width

Provided : 13.5’ min. from back of curb ; 5’ min. furnishing/planting area ; 6’ min. clear sidewalk width

10.1.2 Additional Specifications

Required : Planting type – tree grate ; tree spacing (on center) – 30’ to 40’ ; the furnishing/planting area that is not tree grates shall be hardscape other than slab concrete (e.g. pavers,bricks)

Provided : Complies

ITEM 11: Building Frontage Options : Residential

11.1 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) – 11’

Upper story height (min) –11’

Ground Floor elevation – 4’

11.2 Transparency:

Required : Ground story primary street (min) – 40%

Ground story secondary street (min) – 20%

Upper story, primary/secondary (min) – 20%

Provided : Primary street -

L1 - 1534 SF -> 41% -> 631 SF

L2 - 1590 SF -> 21.4% -> 341 SF

L3 - 1734 SF -> 25% -> 435 SF

Secondary street –

L1 - 1001 SF -> 40% -> 400 SF

L2 - 1001 SF -> 29.47% -> 295 SF

L3 - 1092 SF -> 22.70% -> 248 SF

11.3 Blank Wall:

11.3.1 Blank wall area, primary street

Required : (max) 35’

Provided : Complies

11.3.2 Blank wall area, secondary street

Required : (max) 35’

Provided : Complies

ITEM 12: Parking Type Options : Underground parking

2.2.15.B.4 Environmental Standards Noted, N/A

2.2.15.B.5 Scenic Standards

ITEM 13: Exterior Lighting:

13.1 Light Trespass is prohibited.

Site Lighting design prohibits trespass.

13.2 All Light Fixtures over 600 Lumens shall be fully shielded.

All Light Fixtures that are over 600 lumens are fully shielded.

13.3 Max Lumens per sf of site development

Required : 3

Provided : Will Comply

13.4 Lumens per acre of site development (max):

Required : All Fixtures : 50,000

Unshielded Fixtures : 2,000

Provided : Will Comply

13.5 Light Color

Required : ≤ 3000K

Provided : 3000K

ITEM 14: Scenic Resources Overlay (SRO) Standards:

14.1 Light Trespass is prohibited.

Site Lighting design prohibits trespass.

2.2.15.B.6 Natural Hazard to Avoid Noted and will comply

2.2.15.B.7 Signs Noted and will comply

2.2.15.B.8 Grading, Erosion Control, Stormwater Noted and will comply

2.2.15.B.9 Physical Development Permit Required

ITEM 14: > 39,000 SF Required:

- Sketch plan

- Development plan
- Building permit
- DRC review

2.2.15.C 1 Allowed Uses

ITEM 15: Allowed Uses:

15.1 Mixed Uses – Residential/Lodging

2.2.15.C 2 Use Requirements

ITEM 16: Use Requirements:

16.1 Parking:

16.1.1 Residential

Parking Factor – 1.5

Residential Unit Count – 10

Parking Stalls:

Required : 15

16.1.2 Commercial:

Hotel Parking Factor – 0.75

Hotel Unit Count – 67

Parking Stalls:

Required : 51

16.1.3 Disability Parking Spaces

Required : 4

Provided : 4

16.1.4 Electrical Vehicle Supply Equipment (EVSE)

Required : (Other Residential / Lodging)

i. EVSE Capable : 30% -> 79 stalls x 30% = 24 stalls
ii. EVSE Installed : 5% -> 79 stalls x 5% = 4 stalls

Provided :

i. EVSE Capable : 24 stalls
ii. EVSE Installed : 4 stalls

16.1.5 Street Parking Credit – nil

TOTAL PARKING REQUIRED : 67

TOTAL PARKING PROVIDED : 79 (including 4 ADA)

2.2.15.C 3 Operational Standards Noted and will comply

2.2.15.D 1 Allowed Subdivision and Development Options Noted

2.2.15.D 2 Residential Subdivision requirements Noted

2.2.15.D 3 Required Subdivision and Development Option Permits Noted

6.6.3 Amount of Affordable Workforce Housing Required

ITEM 17 17.1 Total required : 4.857 units (see attached housing mitigation calculator)

8

Conditional Use Permit Application and Supporting Documentation

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Millward Hotel - 67 room hotel with 10 residential units

Physical Address: 50 S Millward, Jackson WY 83001

Lot, Subdivision: Lots 7&8 of Block 2 of the First Wort Addition, Plat No 107 PIDN: _____

PROPERTY OWNER.

Name: June Landing LLC Phone: _____

Mailing Address: 2700 Post Oak Blvd Floor 21 Houston TX ZIP: 77056

E-mail: amauceri@dauntlesscapital.com

APPLICANT/AGENT.

Name: Shaun Gilbert Phone: _____

Mailing Address: 2700 Post Oak Blvd Floor 21 Houston TX 77056 ZIP: 77056

E-mail: sgilbert@dauntlesscapital.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X_____Applicant/Agent

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

Use Permit

X_____Basic Use

X_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

X_____Sketch Plan

_____Development Plan

X_____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 #: 24-108

Environmental Analysis #:

Original Permit #:

Date of Neighborhood Meeting: 12/3/24

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?

3,309 **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

2-25-25
Date

Shaun Gilbert
Name Printed

President
Title

Findings of Approval for Conditional Use Permit

1. Is consistent with the purposes and organization of the LDRs;

Consistent. The proposed project is within DC-2 Downtown Core 2 with a Lodging Overlay. As defined by the Town of Jackson Design Guidelines and Vision Statement, the proposed project will replace an existing 12-unit nightly rental with on-site parking that creates a challenging pedestrian environment at the street level and provides no public access or amenities. The project furthers the town Vision Statement by proposing a building that is in scale with the surrounding neighborhood and uses high quality, natural materials that can be found throughout the town such as wood, concrete, metal detailing, stone, and punched windows. The design references many of the existing buildings throughout the Town of Jackson by bringing those materials and details into the design. The proposed 3 story above grade building meets the desired goals of compatible infill and redevelopment that fits Jackson's neighborhoods by holding the street frontage with a character-filled building that has varied massing and materials to create a vibrant pedestrian experience. The project will enliven the streetscape with an unconventional subgrade lobby that will be visible from the street and lit by a large skylight, an improved sidewalk with numerous street trees, and a retail window on Pearl Street that will be open to the community. The proposed project will provide lodging and housing capacity (affordable, workforce and market rate), and employment opportunities.

2. Complies with the use specific standards of Division 6.1;

Consistent. The proposed project uses of Apartment, Conventional Lodging, and Retail are allowed within the Downtown Core Neighborhood zone under a Basic Permit Use.

3. Minimizes adverse visual impacts;

Consistent. As detailed in other areas of this letter, the project is a design-focused, mixed-use building that follows the town design guidelines and takes to heart the mission of creating a building with character, massing and quality that fits within the Town of Jackson. The composition and massing of the building divides each façade into smaller scale areas by using subtle setbacks, changes in materials, and changes in window scales. The materials, window detailing, sconce-style lighting and canopies are all designed in authentic, long-lasting materials that reference the local architecture and surrounding environment. All parking, service entries and utilities will be screened from the public view and are focused along the alleyway.

4. Minimizes adverse environmental impacts;

Consistent. As an urban infill development, the project does not remove any native landscape or habitat for flora or fauna. The project maximizes density while following all setback and FAR requirements which creates an efficient project that provides both housing, lodging, and employment all within the existing urban footprint. The project proposes using modular construction for the hotel and residential floors which results in a significant reduction to the carbon footprint as modular construction reduces waste and construction time. Construction time savings is anticipated between 36% - 42%. Construction waste reduction is anticipated between 34% - 39%.

The reduced time also reduces subcontractor travel and public right of way impacts which often negatively affect the surrounding neighborhood. The proposed automated parking system also contributes to the positive environmental impacts by reducing the square footage required to park the same number of cars. Automated parking garages can have reduced lighting and mechanical requirements which can save energy. All plumbing fixtures will be low-flow and lighting will be LED. Mechanical systems will be specified to be energy efficient models.

5. Minimizes adverse impacts from nuisances;

Consistent. All construction related impacts will be mitigated and are addressed in detail in the Construction Management Plan in Section 6 of this letter. All exterior lighting will be consistent with Town regulations and will comply with dark sky regulations. Noise impacts will be minimal as the hotel lobby is subterranean and the street level lobby is only an access point to the elevator and stairs and will not lend itself to guests idling on the sidewalk. The communal exterior patio spaces on the 3rd floor for both the hotel and residents will have hours of operations from 8am – 10pm and will not have any permanent food and beverage setup. All bulk deliveries and trash/recycling pickup will be coordinated to occur at off-peak hours for hotel guest check-in/check-out to minimize the potential for alley congestion.

6. Minimizes adverse impacts on public facilities;

Consistent. The proposed project will not have significant impacts on public facilities and services. The proposed development will connect to Town water and sewer systems which exist in the adjacent streets and alley. The proposed development will provide 67 hotel rooms and a hotel guest only bar with light food options and 10 residential units. The single building will consolidate sewer connections within the project to reduce connection points to the Town wastewater system. On-Site parking is provided beyond the requirements of the LDRs via an automated, all valet system that expedites the movement of cars and will minimize traffic demands on the alley and on town and county roadways. The project provides 2 new public parking spaces and 2 valet loading spaces along Millward which will be an added benefit to the community. New utility connections to the Town of Jackson services will be incorporated as part of this project. Impacts to schools and parks will be minimal. Impacts to police, fire, EMS facilities will not be significant as the proposed project will provide fire sprinklers throughout the building, secure entries for the hotel and residents, and a gurney compliant elevator which is an improvement over the existing property.

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

Consistent. The proposed project complies with the zone-specific standards in the Design guidelines. The proposed project follows all relevant standards of the Land Development Regulations (LDRs) for the DC-2 zone with a lodging overlay as stated in the vision statement for the Jackson/Teton County Comprehensive Plan adopted November 2020. The proposed project is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through December of 2024.

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

Consistent. The subject property has not received any applicable development permits or approvals related to the proposed physical development.

Impact Statement Regarding Groundwater and Water Quality:

Consistent. See attached letter from Nelson Engineering (civil and geotechnical engineer) addressing this concern. Also attached to this submittal is the geotechnical report which addresses the water table.

Impact Statement Regarding Registered Historic Resource at 155 W. Pearl Ave.

The design has been updated to respond to the neighboring historic resource and a statement has been added on the building design in the design narrative in the package. Copied here for reference. The building uses massing and scale, as well as natural materials such as wood, thin brick, cut stone, concrete, metal detailing, stepped back forms and punched windows to ensure it meets the goals represented in the overlay district design guidelines. The new building's east facade complements the historic house with the third floor's dark wood siding which echoes the historic clapboard siding. At the stair tower, a horizontal wood slat wall has been added to reduce the area of painted surface and also reference the thick mortar lines seen in the historic cabin's log facade. By separating the third floor from the lower levels, the building presents as a two-floor building, creating a more respectful facade to face the historic property line. The design team reduced the number of third-floor patios and will prioritize maintaining or replacing the existing trees to ensure a natural privacy barrier between the properties. The design guidelines encourage the use of historic materials in contemporary ways and we believe the building embodies the intent of the guidelines.

The proposed project has provided a 5' setback from the property line to allow for space to preserve the existing trees on the neighboring property. The applicant is committed to finding a satisfactory solution to addressing the trees, may it be heavy pruning and root protection during construction, or replacement with very large specimens of an iconic local tree that would equally celebrate the history of the neighboring historic site. A local arborist provided an existing tree report which is attached to this document.

NELSON ENGINEERING SINCE 1964
Professional Engineers & Land Surveyors
JACKSON, WY | BUFFALO, WY | VICTOR, ID NELSONENGINEERING.NET

February 26, 2025 DD/23-414-03

Town of Jackson Planning Department
Jackson, WY

RE: CUP Application in association with Sketch Plan P25-007
50 S Millward Street Hotel, Teton County, Wyoming
Impact Statement regarding Groundwater and Water Quality

Dear Planning:

Groundwater and water quality will not be impacted by this project.

The groundwater level estimated in the Geotechnical Report is conservative and addresses very infrequent flood type events. In ground construction will be scheduled outside of the flood season, therefore, no pumping or contact/impact on groundwater is anticipated during construction.

During high groundwater periods, if the water rises to the basement level, the minimal depth of the building below groundwater levels will have no impact to the groundwater quality. The structural engineer will design the foundation to be waterproof and structurally to meet the hydrostatic pressure of ground water. No pumping of groundwater (dewatering) will be required during operations of the hotel.

Sincerely,

David Dufault, PE

Digitally signed by David Dufault, PE
DN: C=US, E=ddufault@nelsonengineering.net, O=NE, OU=Civil, CN="David Dufault, PE"
Reason: I am approving this document
Date: 2025.02.27 17:58:56-07'00'

Dave Dufault, PE
Senior Project Manager

Encl.

NURSERY & LANDSCAPING

2389 S. Highway 33
Driggs, ID 83422
(208) 354-8816
www.mdlandscaping.com

Good afternoon, Amanda. This report pertains to my inspection of the 12 blue spruce trees at Town Square Lodge address, 50 S Millward Street, Jackson WY.

Tree species: Blue Spruce aka Colorado spruce (Picea pungens)

Health or Current Condition: Healthy mature spruce trees. No signs of disease or insect damage. No rotting or cavities around trunk areas.

Size: Range from 35-50 ft tall

Qty: 12

After assessing these evergreens I've come to the conclusion, they're all in rather good health. Furthermore, the canopies are full with little to no signs of dead or dying off branches that would be cause for concern.

These evergreens are located on the neighbor's property on the other side of the fence (east). However, at least 45% of all tree branches are overhanging on the 'Town Square Lodge' property. Cutting more than 40% of any tree canopies or cutting any large root systems will harm the tree and would eventually cause the tree to decline and therefore die. ISA standard is not to remove more than 25% of a healthy tree's leaf bearing canopy. Any more than 25%, a full removal is recommended.

It is my understanding that the proposed building setback is for 5 feet. Given a standard evergreen pruning at a 5 foot setback, I would estimate a 15% removal of the overall tree's canopy. For best results, the tree pruning should be done in early spring or late fall.

Windstorms can be common in both Jackson and Wilson, particularly in the spring and fall. The surrounding mountains can funnel winds leading to gusty conditions and tree failures. An example of this was last summer 2024 when MD Arborcare performed cleanup on an uprooted, healthy, 60ft spruce tree that fell behind this property due to microburst winds. This spruce tree was only about 20 feet from the other spruce trees on the 'lodge property.' (the ones I assessed in this report) Additionally, when inspecting the roots of the spruce that had fallen over, I noticed the roots were in the top 18 inches of soil. Spruce trees generally have shallower root systems compared to other conifers, so they're more susceptible to windthrow when storms come through an area.

2389 S. Highway 33
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(208) 354-8816
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Blue spruce is a native evergreen to Wyoming. Other native evergreens are eastern redcedar, norway spruce, douglas fir and ponderosa pine. Native deciduous trees are red maple, crabapple, river birch, mountain ash and quaking aspen. Our nursery, located in Driggs, Idaho, has these and more options available depending on your preference.

Attached is a photo I took when I was on the property recently, and a map photo of the lodge.

For any further questions or concerns, please feel free to contact me.

Beni Tupou
ISA TRAQ Arborist
WE-14911A
MD Landscape Supervisor
206-822-3178
B.tupou@mdlandscaping.com

2389 S. Highway 33
Driggs, ID 83422
(208) 354-8816
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9

Architectural Plans, Renderings and Digital Material Board



HOTEL
JACKSON, WY

CONCEPT DESIGN | MAY 07, 2025

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DESIGN NARRATIVE:

LOCATED ON THE NORTHWEST CORNER OF MILLWARD STREET AND PEARL AVE, THIS PROJECT INCLUDES A 67 GUESTROOM HOTEL ALONG WITH 10 RESIDENTIAL UNITS. THE HOTEL ENTRANCE VESTIBULE AND ELEVATOR FRONTS MILLWARD STREET. HOTEL AMENITIES INCLUDE A WELCOMING LOBBY WITH A SPECTACULAR SKYLIGHT, LOBBY BAR, BREAKFAST BUFFET, AFTERNOON TAPAS, AND OTHER CURATED SOCIAL EVENTS INTENDED FOR HOTEL GUESTS AND BUILDING RESIDENTS. ADDITIONAL GUEST AMENITIES INCLUDE A FITNESS FACILITY, ROOFTOP LOUNGE, AND AN INDOOR POOL. HOTEL GUESTROOMS RING THE PERIMETER OF THE PROPERTY PROVIDING VIEWS TO THE TOWN AND BASEMENT LEVEL ROOMS HAVE OUTDOOR LIGHT WELLS TO PROVIDE LIGHT AND AIR.

THE RESIDENTS WILL HAVE ITS OWN SEPARATE ENTRY VESTIBULE AND LOBBY FRONTING PEARL AVENUE. THE TOP 2 FLOORS CONTAIN THE RESIDENTIAL UNITS WITH SOME UNITS HAVING GENEROUS OUTDOOR PATIOS FACING THE TOWN. THIS BUILDING WILL BE SYMBIOTIC IN THAT THE RESIDENTS AND THE HOTEL GUESTS MAY SHARE THE FACILITIES, AMENITIES AND SERVICES.

PARKING WILL BE PROVIDED PER CODE AND INCLUDES 75 PARKING STALLS USING A STACKED PARKING SYSTEM, EV CHARGING STALLS, AND 10 BICYCLE PARKING SPACES. 2 NEW ON-STREET LOADING SPACES WILL BE PROVIDED AS WELL AS 2 NEW PUBLIC PARKING SPACES (LOCATED ON MILLWARD). PARKING ACCESS WILL BE BY VALET, AUTOMATED, AND IS ACCESSED DIRECTLY FROM THE ALLEY VIA AN AUTOMOBILE ELEVATOR. THE TOTAL BUILDING AREA IS 66,434 SF. THE PROJECT IS DESIGNED PER THE LAND DEVELOPMENT REGULATIONS, AS WELL AS THE SPECIAL OVERLAY DISTRICTS.

THE BUILDING USES THE MASSING AND SCALE, AS WELL AS THE WOOD MATERIALS, CONCRETE, METAL DETAILS, STONE AND STEPPED BACK FORMS, AND PUNCHED WINDOWS REPRESENTED IN THE OVERLAY DISTRICT DESIGN GUIDELINES. THE NEW BUILDING'S EAST FACADE COMPLEMENTS THE HISTORIC HOUSE, WITH THE THIRD FLOOR'S DARK WOOD BOARD ECHOING IT'S CLAPBOARD SIDING. BY SEPARATING THE THIRD FLOOR FROM THE LOWER LEVELS, THE REDUCED MASSING CREATES A MORE RESPECTFUL TRANSITION. FEWER THIRD-FLOOR PATIOS AND EXISTING CONIFEROUS TREES HELP MAINTAIN PRIVACY FOR BOTH PROPERTIES. THE DESIGN GUIDELINES ENCOURAGE THE USE OF HISTORIC MATERIALS IN CONTEMPORARY WAYS, AND WE BELIEVE THE BUILDING EMBODIES THAT SPIRIT.



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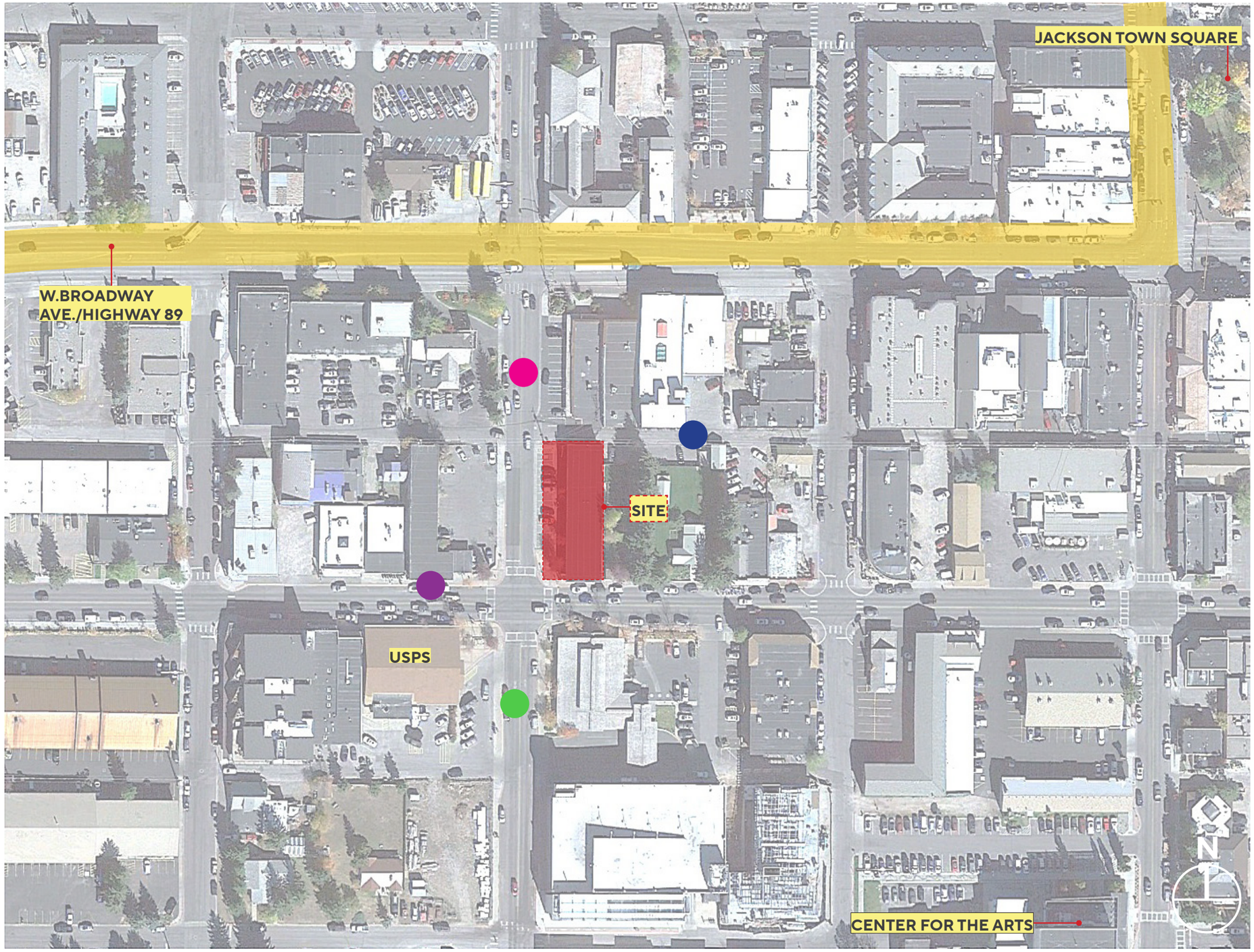
HOTEL
JACKSON, WY

SITE CONTEXT

Architecture.
Design.
Relationships.

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Scale
Job No. 2024-0345
Date 2025-05-07











HOTEL
JACKSON, WY

SITE CONTEXT & VIEW CORRIDORS

Architecture. Design. Relationships.

Scale
Job No. 2024-0345
Date 2025-05-07

5

PROJECT DATA

LOT AREA: 15,000 SF
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF
TOTAL COMMERCIAL FAR : 19,449 SF

COMMERCIAL FAR	
EXEMPT	
LEVELS B1, B2 and B3	24,098
B3 PARKING	11,453
RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)	2,852
RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)	1,876
RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)	5,656
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,050
TOTAL EXEMPT	**46,985**
COMMERCIAL FAR	
HOTEL BASE FAR	15,775
HOTEL CIR. / FACILITY	2,624
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	1,050
TOTAL COMMERCIAL FAR	**19,449**
TOTAL BUILDING SQUARE FOOTAGE(NOT including parking)	**54,981**
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND	**30,883**

SCALE OF DEVELOPMENT		
ALLOWED NIGHTLY COMMERCIAL RENTAL FAR 1.3 :	**19,500**	SF
2:1 BONUS HOUSING (MARKET -RATE)	**2,852**	SF
2:1 BONUS HOUSING (WORKFORCE DEED RESTRICTED UNITS)	**1,876**	SF
AFFORDABLE DEED RESTRICTED UNITS	**5,656**	SF
BASEMENT EXEMPT AREA:		
OCCUPIED AREA	24,098	SF
BASEMENT PARKING	11,453	SF
TOTAL OCCUPIED AREA (EXCLUDES STRUCTURED PARKING):	54,981	SF
TOTAL AREA INCLUDING PARKING:	66,434	SF
TOTAL NIGHTLY COMMERCIAL RENTABLE SF	43,598	SF
(INCLUDES 19,500 ALLOWED + 24,098 EXEMPT)		

AREA BREAKDOWN BY LEVELS		
B3	13,013	SF
B3-M1	1,529	SF
B2	12,049	SF
B1	8,961	SF
STREET	1,353	SF
L1	8,960	SF
L2	11,608	SF
L3	8,961	SF
TOTAL	**66,434**	**SF**

BUILDING PROGRAM	*QTY*	
RESIDENTIAL	10	UNITS
COMMERCIAL		
HOTEL	67	KEYS

PARKING

	# OF UNITS		*PARKING REQUIRED*	
PARKING REQUIRED				
RESIDENTIAL	10	UNITS	15	1.5 pkg ratio
HOTEL	67	KEYS	51	.75 pkg ratio
COMMERCIAL				
	AREA			
BAKERY SHOP	133	SF	1	2.25/1,000sf
PARKING PROVIDED				
LEVEL B3 BASEMENT PARKING			71	
LEVEL B3 ADA PARKING			4	
STREET PARKING :				
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			2	
PUBLIC PARKING SPOTS PROVIDED			2	
TOTAL PARKING REQUIRED			**67**	
TOTAL PARKING PROVIDED			**79**	
EV PARKING REQUIRED	28 Total (24 capable and 4 installed)			30% and 5 %
EV PARKING PROVIDED	28 Total (24 capable and 4 installed)			30% and 5 %
BICYCLE PARKING REQUIRED			**8**	1/10 non resi parking
BICYCLE PARKING PROVIDED (ON STREET)			**10**	

NOTE.

1. EXISTING POWER LINES TO BE RELOCATED BELOW GRADE.

2. EXISTING CURB AND PARKING AREA TO BE DEMOLISHED AND REBUILT PER CITY STANDARD.

3. REFER TO CIVIL DWG. FOR STREET INFO / DIMENSIONS.

NEIGHBORING PROPERTY

ALLEYWAY

W. PEARL AVENUE

S MILLWARD STREET

20'-0"

150'-0"

140'-0"

PROPERTY LINE

SETBACK LINE (5'-0")

SETBACK LINE (5'-1")

5'-1" 2'-6"

5'-0"

5'-0" 2'-6"

TRANS./ ELEC. +0'

MEP +0'

CHUTE

SERV. LOBBY +0'

SERV. ELEV.

+4'

+0'

CAR ELEVATOR FLOOR @ STREET LEVEL

LIGHT WELL

BIKE STORAGE +0'

BAKERY +0'

RESI. ELEV. LOBBY +0'

RESI. ELEV.

STACKED BIKE STALLS +0'

2'-6"

VALET PARKING FOR GUESTS AND RESIDENTIAL

PASSENGER ELEV.

OPEN TO HOTEL MAIN LOBBY BELOW

UP

ELEV. LOBBY +0'

SETBACK LINE (1'-2")

PROPERTY LINE

100'-0"

6'-0"

5'-0"

13'-6"

PEDESTRIAN FRONTAGE

REQUIRED FRONTAGE FROM BACK OF CURB FOR TREE IN GRATE

TREE IN GRATE

2 ON-STREET VALET LOADING/PARKING 15 MINS. MAX. PER REQUESTED.

2 PUBLIC PARKING SPOTS PROVIDED

30'-0"

F-150 SuperCab
20' x 7'

ADA ACCESS PATH

HOTEL

JACKSON, WY

SITE PLAN

N

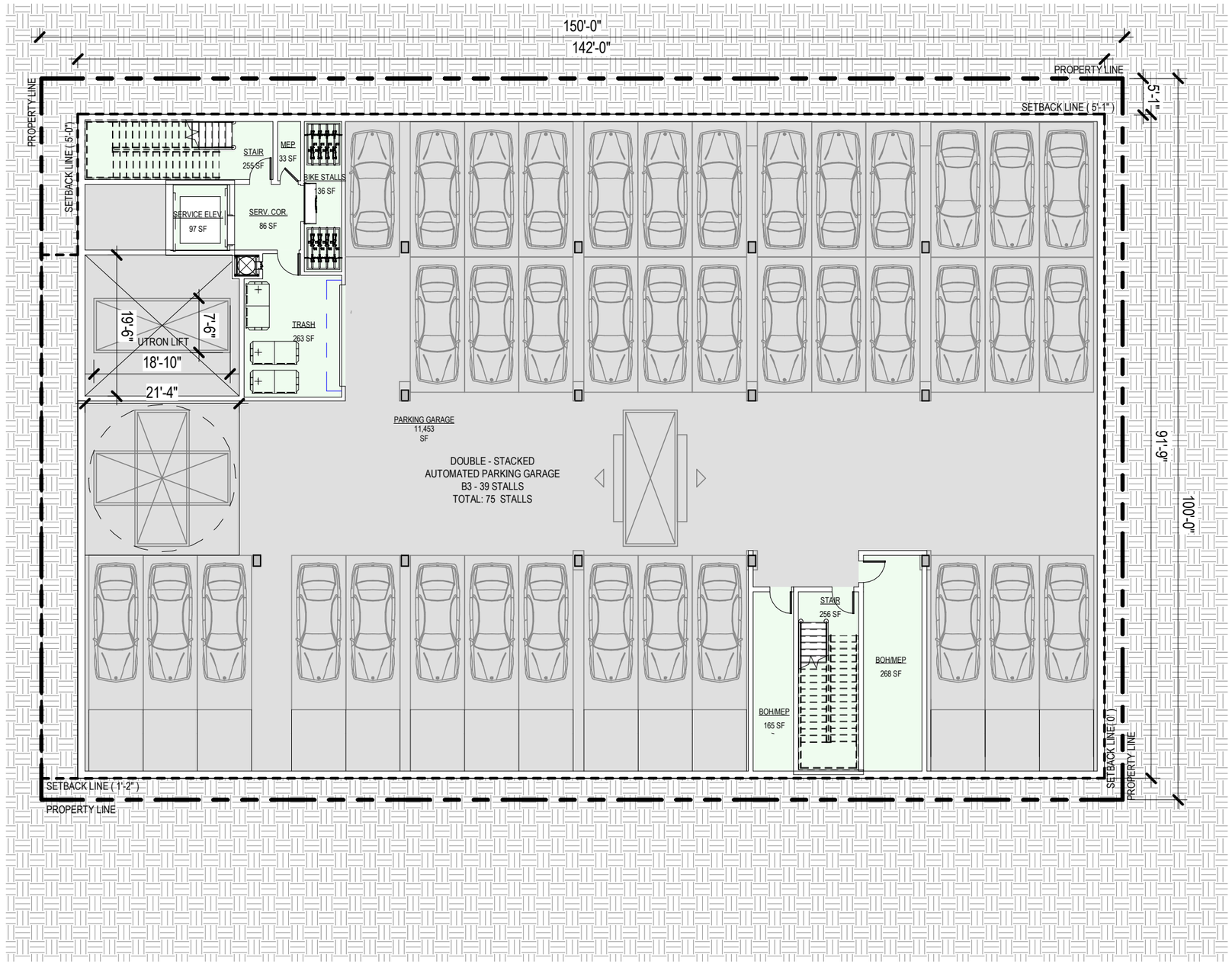
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SCALE: 1" = 16'

Architecture. Design. Relationships.

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Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

HOTEL
JACKSON, WY

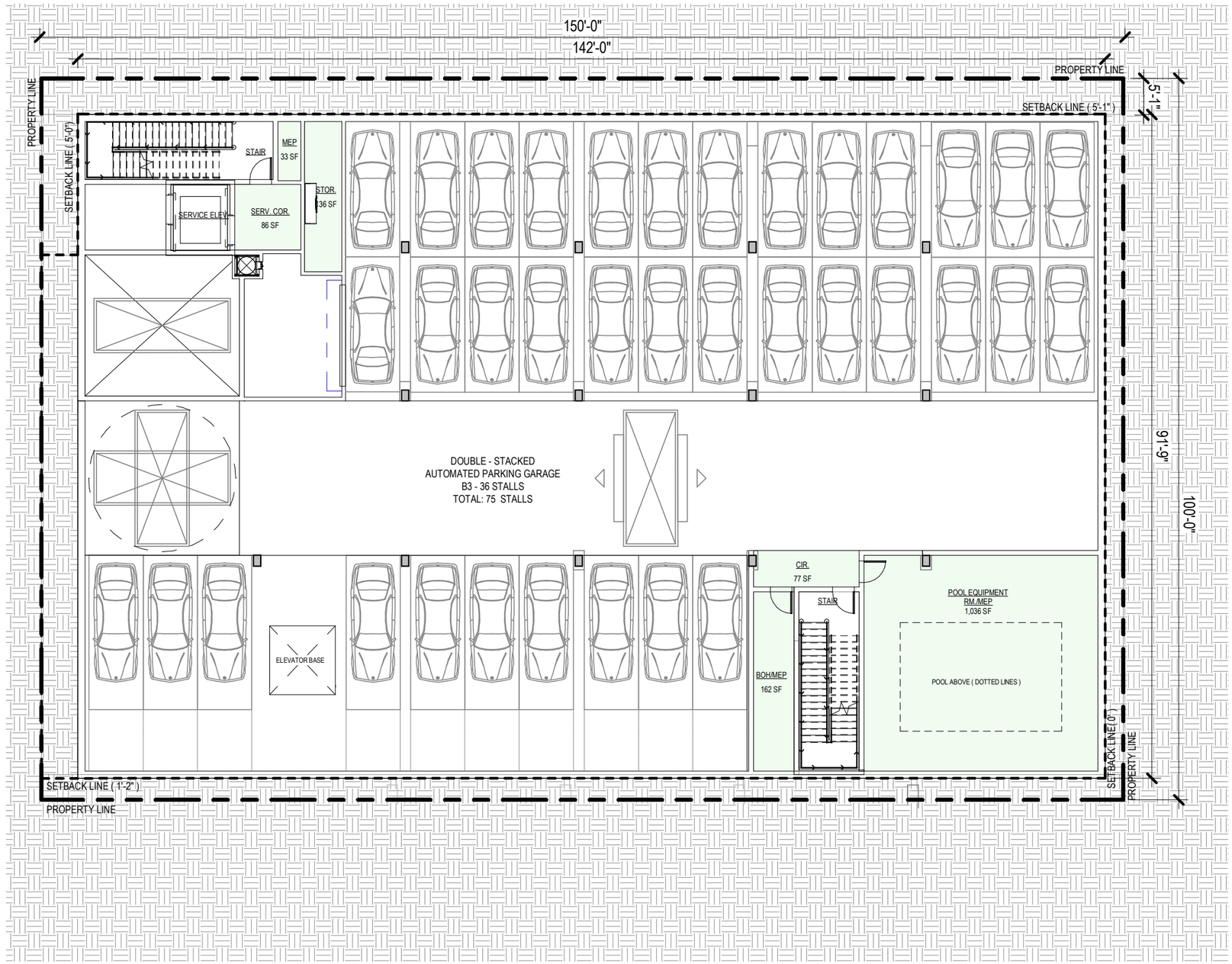
FLOOR PLAN - LEVEL B3

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SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

HOTEL
JACKSON, WY

FLOOR PLAN - LEVEL B3-M1

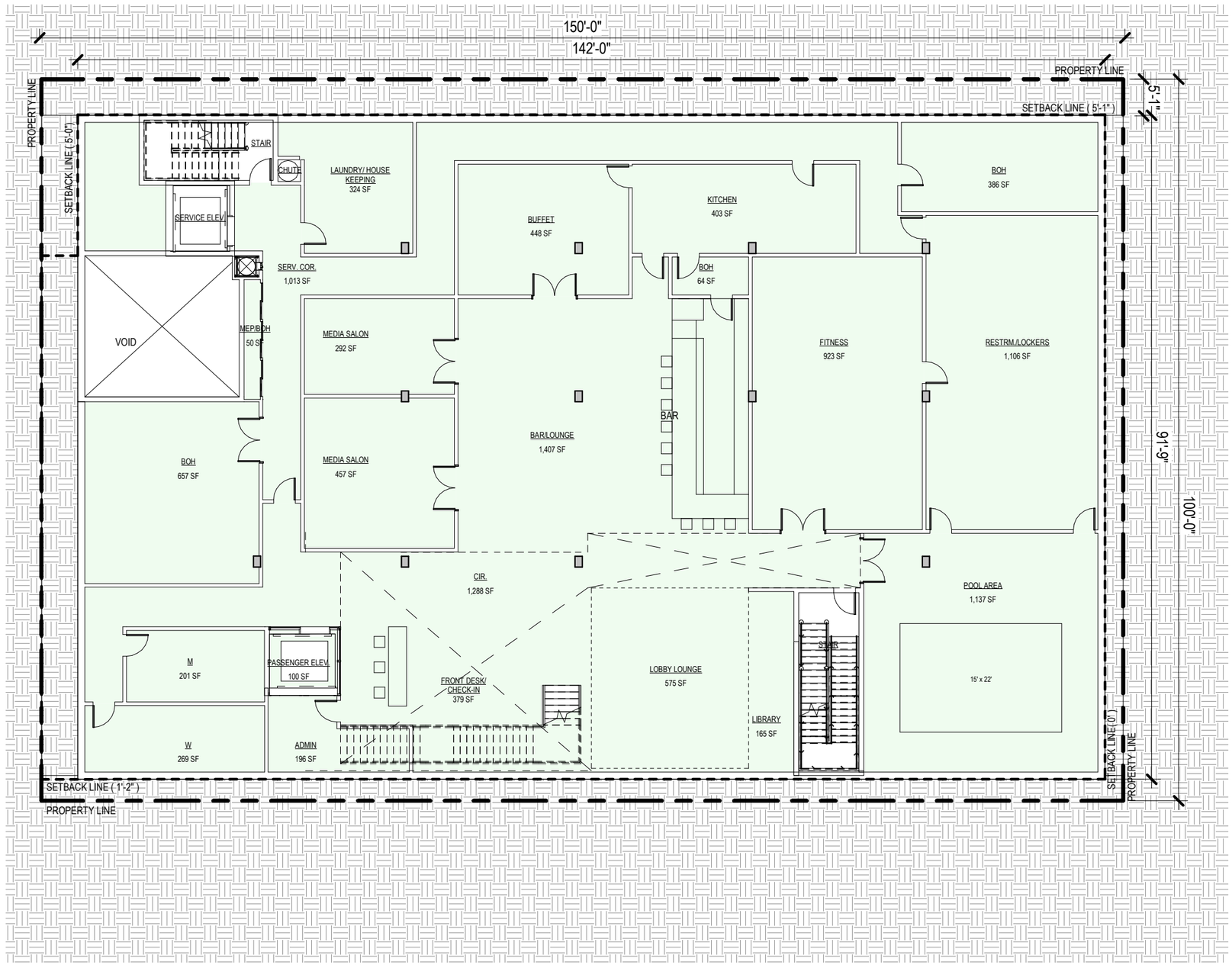
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Architecture. Design. Relationships.

9

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

HOTEL
JACKSON, WY

FLOOR PLAN - LEVEL B2

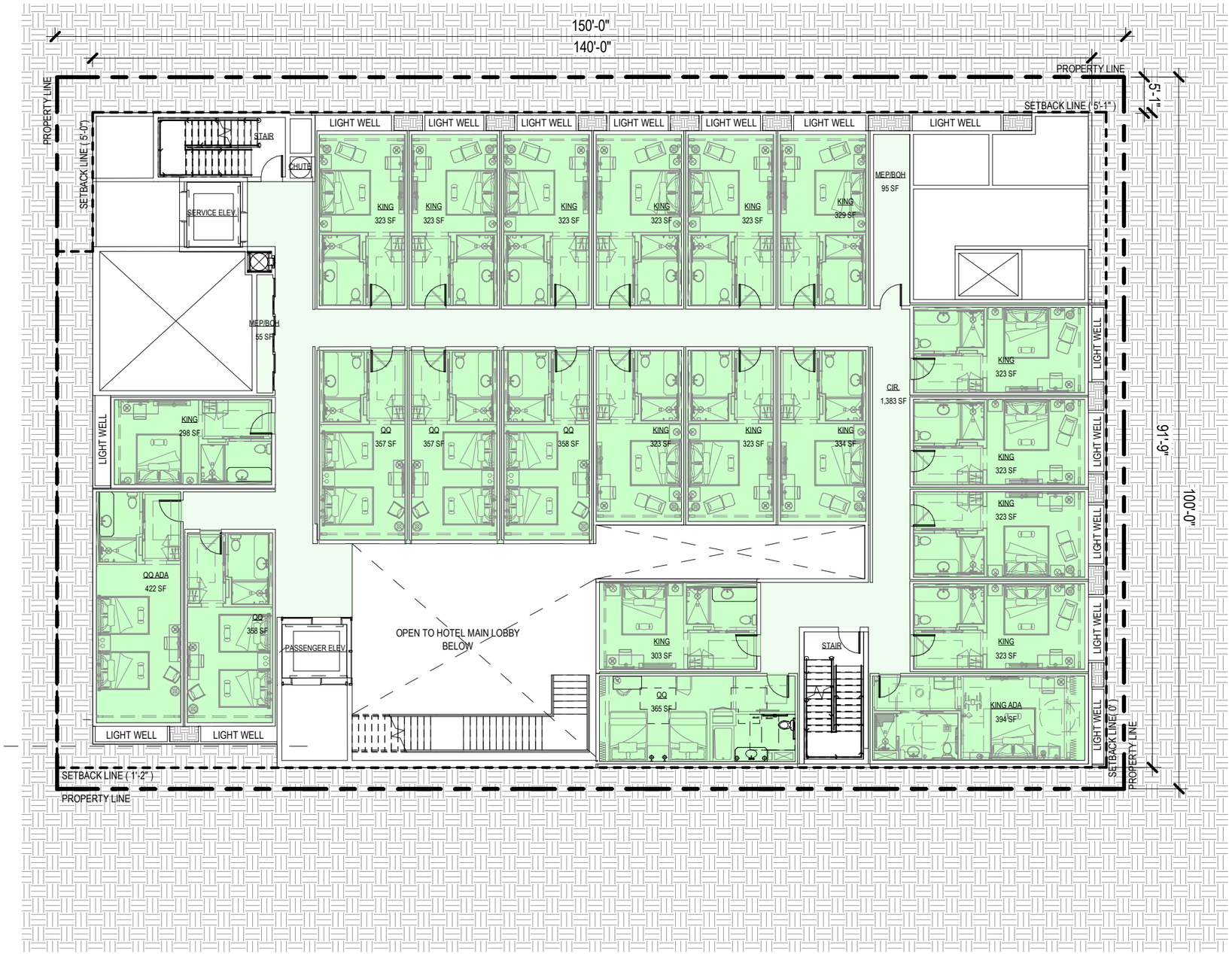
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Architecture. Design. Relationships.

10

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- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B1

N

0 16' 32'

SCALE: 1" = 16'

Architecture. Design. Relationships.

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Scale 1" = 16'-0"
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SERVICE ELEVATOR AND SERVICE LOBBY SERVE BOTH HOTEL AND RESIDENTIAL FOR TRASH AND BIKE PARKING

STAIRWAY SERVE BOTH HOTEL AND RESIDENTIAL

NEIGHBORING PROPERTY

20'-0"

150'-0"

140'-0"

PROPERTY LINE

SETBACK LINE (5'-1")

5'-1"

5'-1" 2'-6"

+0'

+4'

LOADING TRUCKS PARK AT ALLEY TO LOAD

VALET PARKING FOR GUESTS AND RESIDENTIAL

ALLEYWAY

SETBACK LINE (5'-0")

TRANS/ELEC.

STAIR 185 SF

MEP 19 SF

CHUTE

SERV.LOBBY 96 SF

SERVICE ELEV 93 SF

5'-0"

8'-0"

19'-6"

CAR ELEVATOR PLATFROM

21'-6"

87'-10"

LIGHT WELL

5'-0" 2'-6"

LIGHT WELL

STAIR

BIKE STORAGE 89 SF

BAKERY 133 SF

RESI. ELEV. LOBBY 270 SF

RESI. ELEV. 71 SF

STACKED BIKE RACKS

2'-6"

CANOPIES

8'-6 3/8"

91'-9"

100'-0"

W. PEARL AVENUE

OPEN TO HOTEL MAIN LOBBY BELOW

PASSENGER ELEV.

ELEV. LOBBY 110 SF

STAIR 185 SF

UP

31'-1 1/4"

112'-3 1/4"

68'-1 1/4"

SETBACK LINE (1'-2")

PROPERTY LINE

SETBACK LINE (0")

6'-0" 5'-0"

REQUIRED FRONTAGE FROM BACK OF CURB FOR TREE IN GRATE

13'-6"

PEDESTRIAN FRONTAGE

PEDESTRIAN FRONTAGE

6'-0"

5'-0"

13'-6"

2 ON-STREET VALET LOADING/PARKING 15 MINS. MAX. PER REQUESTED

2 PUBLIC PARKING SPOTS PROVIDED

30'-0"

F-150 SuperCab
20' x 7'

S MILLWARD STREET

REQUIRED FRONTAGE FROM BACK OF CURB FOR TREE IN GRATE

TREE IN GRATE

- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL
- ADA ACCESS PATH

HOTEL

JACKSON, WY

FLOOR PLAN - STREET LEVEL

N

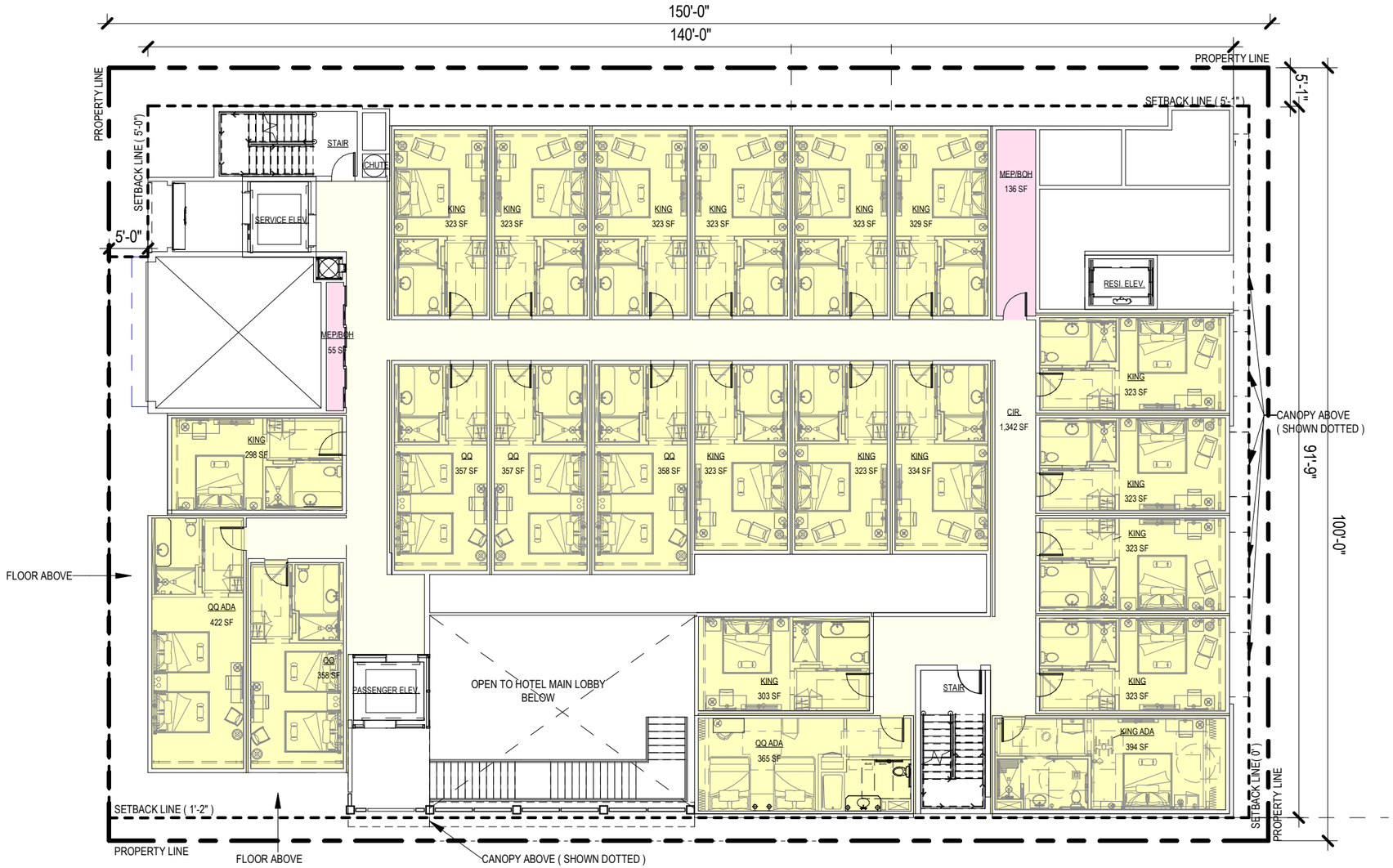
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12

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 1

N

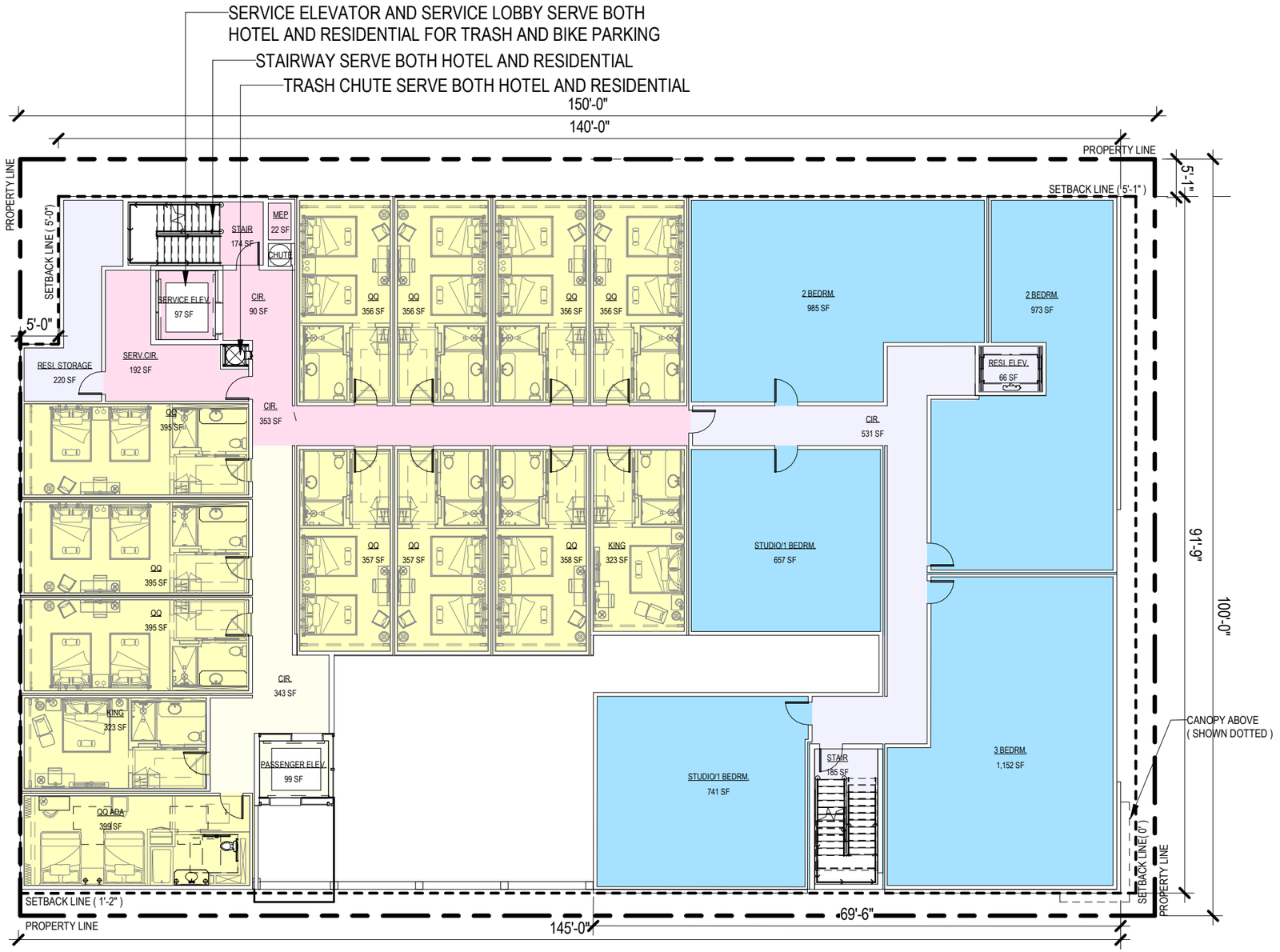
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Architecture. Design. Relationships.

13

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 2

N

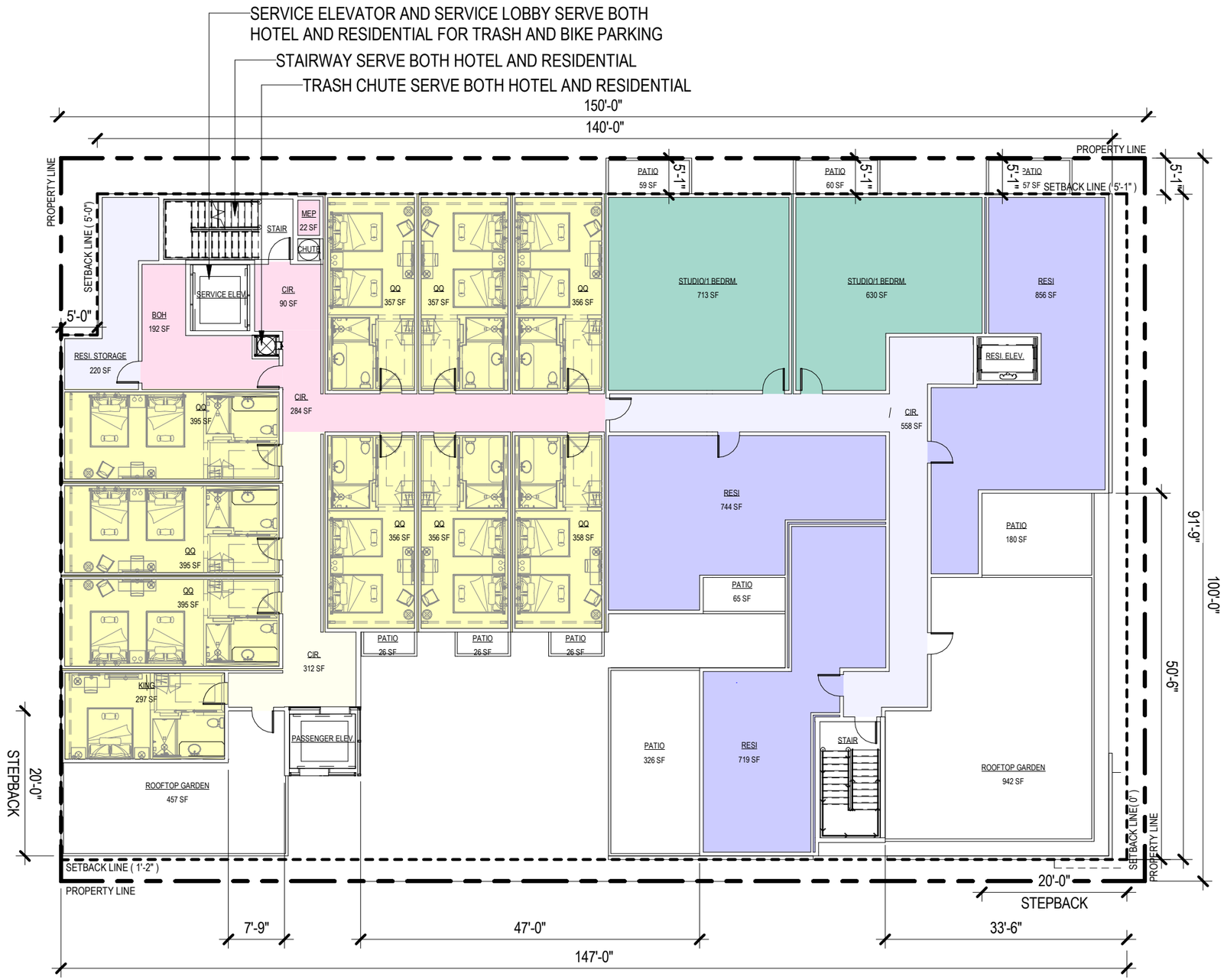
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SCALE: 1" = 16'

Architecture. Design. Relationships.

14

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



91.75' X 0.6 = 55.05 FEET REQUIRED 20' SETBACK ALONG SOUTH FACADE FRONTAGE

55'-7" PROVIDED- COMPLIES

147' X 0.6 = 88.2' FEET REQUIRED 20' SETBACK ALONG WEST FACADE FRONTAGE

88.25' PROVIDED- COMPLIES

- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 3

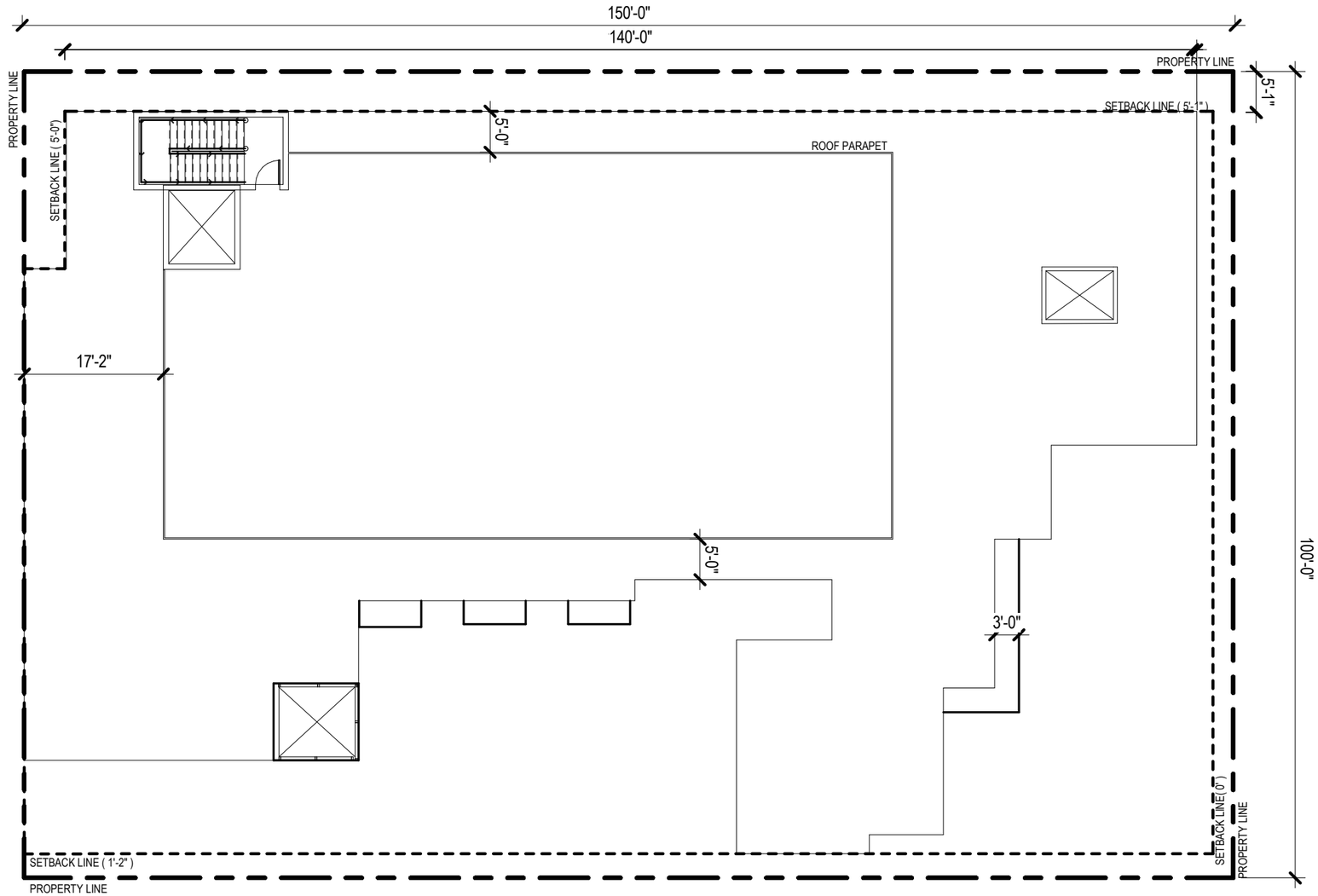
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SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
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- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL

HOTEL
JACKSON, WY

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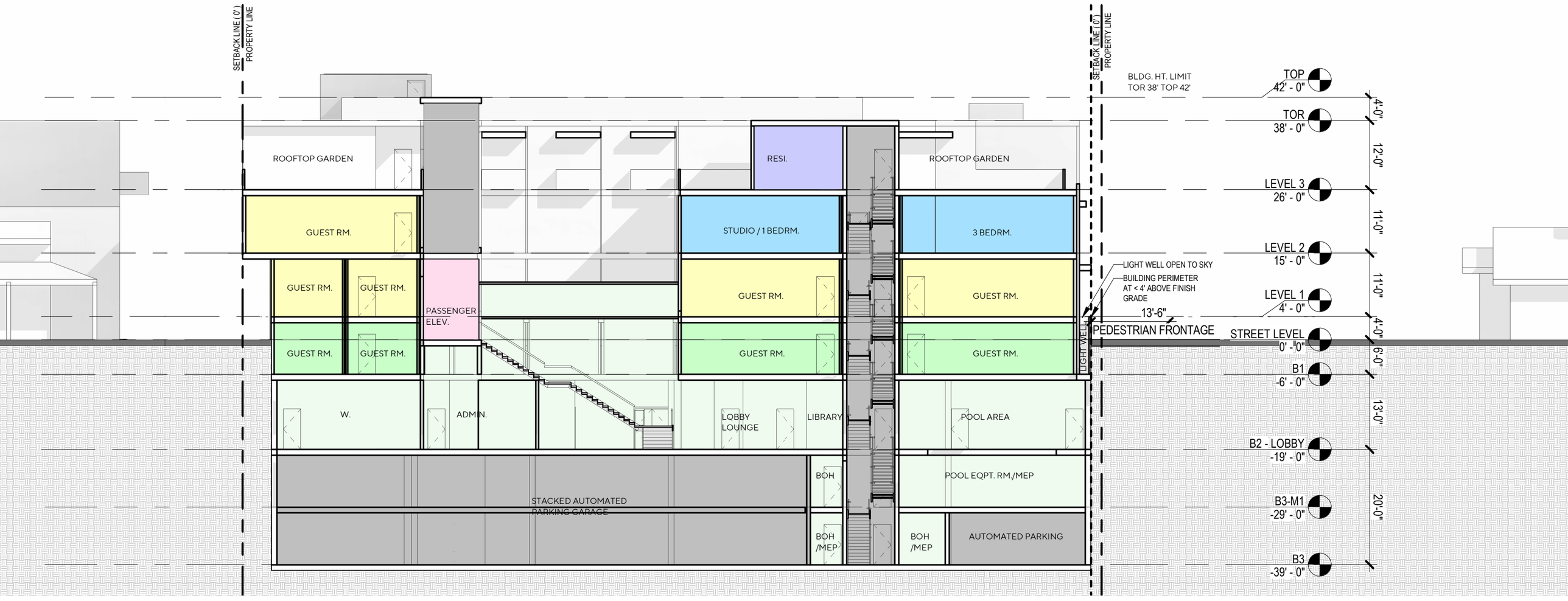
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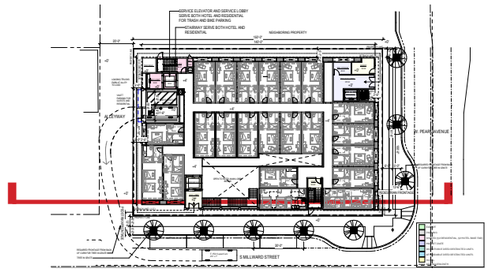
ROOF PLAN

Architecture. Design. Relationships.

16

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07





HOTEL

JACKSON, WY

NORTH AND SOUTH BUILDINGS - SECTION 1-1

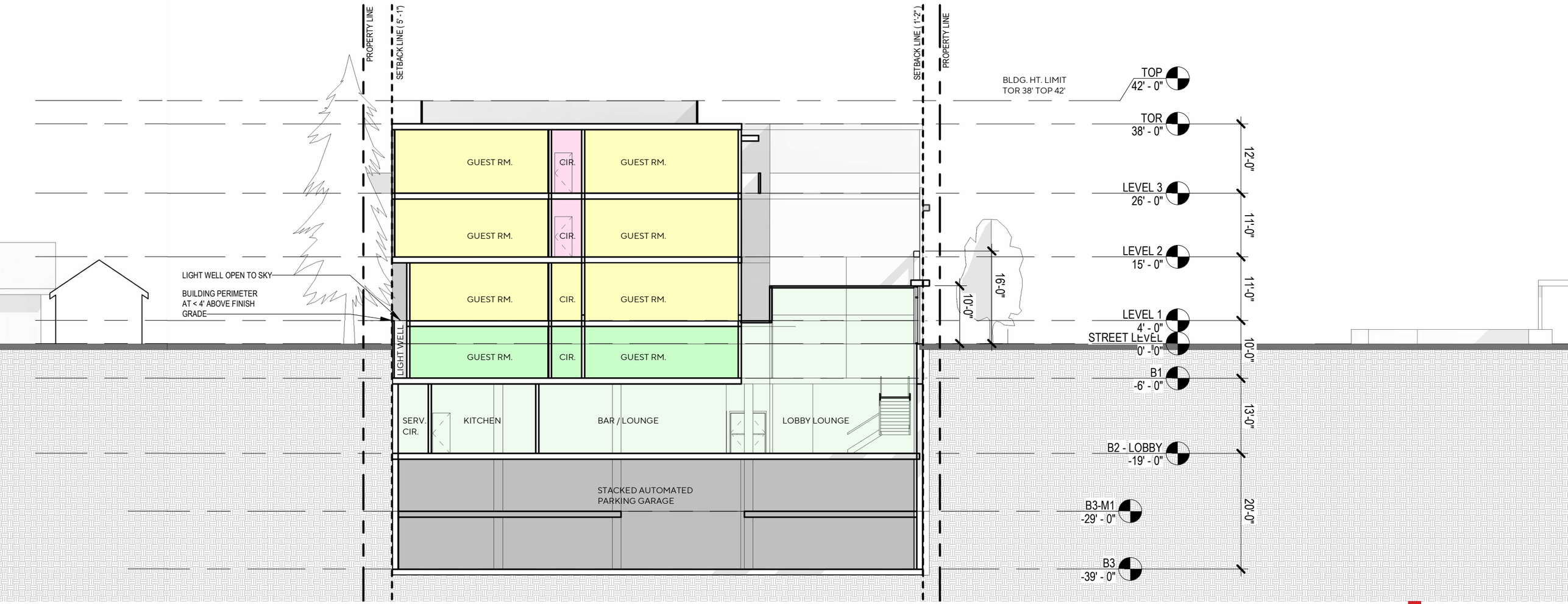
0 16' 32'

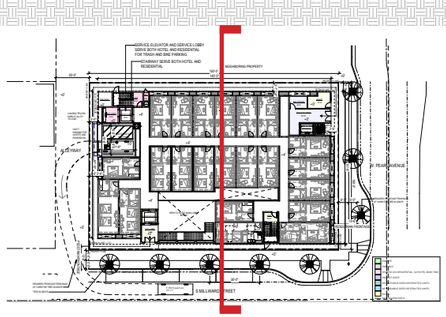
SCALE: 1" = 16'

Architecture. Design. Relationships.

17

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07





HOTEL

JACKSON, WY

0 16' 32'

SCALE: 1" = 16'

Architecture.
Design.
Relationships.

18

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



TRANSPARENCY REQUIED (MIN). :
Ground story primary street (min) – 40%
Upper story, primary (min) – 20%

L1 - 1534 SF -> 40% -> 614 SF
L2 - 1590 SF -> 20% -> 318 SF
L3 - 1734 SF -> 20% -> 347 SF

PROVIDED:
L1 - 1534 SF -> 41% -> 631 SF
L2 - 1590 SF -> 21.4% -> 341 SF
L3 - 1734 SF -> 25% -> 435 SF

WEST ELEVATION - MILLWARD ST.

CT1

THIN BRICK VENEER
TUSCAN BRICK

WD1

HARDIE BOARD
LAST EMBERS

WD2

CORONADO STONE
TEXAS RUBBLE - SUMMER COTTAGE

BC

BOARD FORMED CONCRETE

WS1

HARDIE ARTISAN SIDING V-GROOVE
SHERWIN WILLIAMS KHAKI BROWN

GL1


DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

P1

MFR: SHERWIN WILLAMS
BED ROCK SW9563
PAINTED PLASTER SURFACE

MP

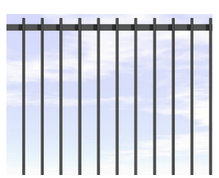
METAL PANELS / CANOPIES
BLACK

HT

HEAVY TIMBER

STL

STEEL CHANNEL
PAINT COLOR TO MATCH
MP

RL

METAL RAILING
PAINT COLOR TO MATCH
MP

MATERIAL FINISHES:

HOTEL

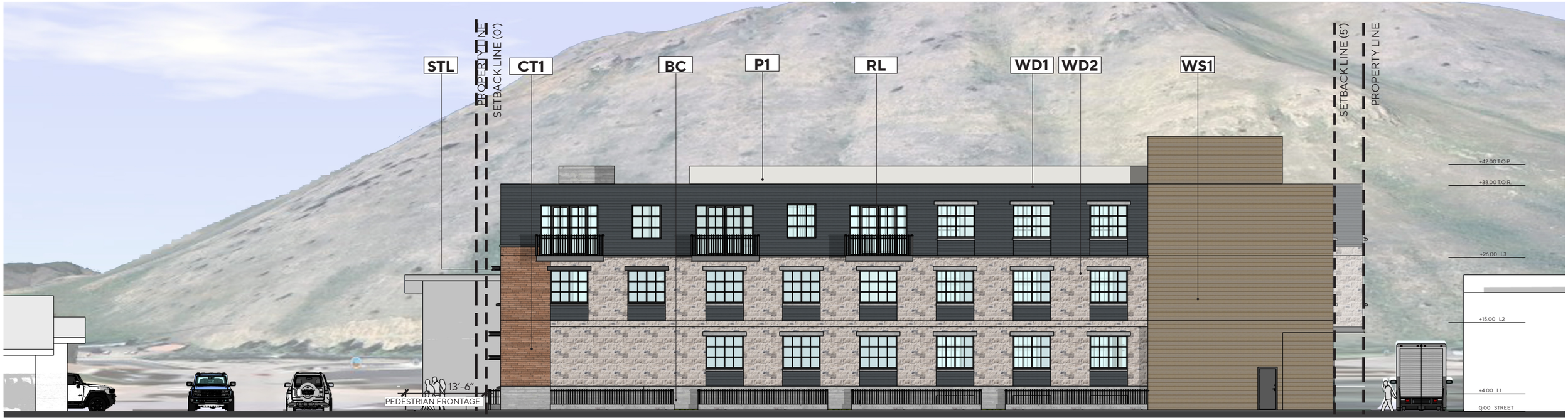
JACKSON, WY

ELEVATIONS

0 16' 32'
SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



EAST ELEVATION

CT1
THIN BRICK VENEER
TUSCAN BRICK

WD1
HARDIE BOARD
LAST EMBERS

WD2
CORONADO STONE
TEXAS RUBBLE - SUMMER COTTAGE

BC
BOARD FORMED CONCRETE

WS1
HARDIE ARTISAN SIDING V-GROOVE
SHERWIN WILLIAMS KHAKI BROWN

GL1
DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

P1
MFR: SHERWIN WILLAMS BED
BED ROCK SW9563
PAINTED PLASTER SURFACE

MP
METAL PANELS / CANOPIES
BLACK

HT
HEAVY TIMBER

STL
STEEL CHANNEL
PAINT COLOR TO MATCH
MP

RL
METAL RAILING
PAINT COLOR TO MATCH
MP

HOTEL
JACKSON, WY

ELEVATIONS

0 16' 32'
SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07



NORTH ELEVATION - ALLEYWAY

CT1

THIN BRICK VENEER
TUSCAN BRICK

WD1

HARDIE BOARD
LAST EMBERS

WD2

CORONADO STONE
TEXAS RUBBLE - SUMMER COTTAGE

BC

BOARD FORMED CONCRETE

WS1

HARDIE ARTISAN SIDING V-GROOVE
SHERWIN WILLIAMS KHAKI BROWN

GL1


DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

P1

MFR: SHERWIN WILLAMS
BED ROCK SW9563
PAINTED PLASTER SURFACE

MP

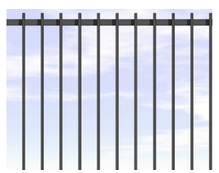
METAL PANELS / CANOPIES
BLACK

HT

HEAVY TIMBER

STL

STEEL CHANNEL
PAINT COLOR TO MATCH
MP

RL

METAL RAILING
PAINT COLOR TO MATCH
MP

HOTEL
JACKSON, WY

ELEVATIONS
0 16' 32'
SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07

21

TRANSPARENCY REQUIED (MIN). :
Ground story secondary street (min) – 20%
Upper story, secondary (min) – 20%

L1 - 1001 SF -> 20% -> 200 SF
L2 - 1001 SF -> 20% -> 200 SF
L3 - 1092 SF -> 20% -> 219 SF

PROVIDED:
L1 - 1001 SF -> 40% -> 400 SF
L2 - 1001 SF -> 29.47% -> 295 SF
L3 - 1092 SF -> 22.70% -> 248 SF



SOUTH ELEVATION - WEST PEARL AVE.

CT1

THIN BRICK VENEER
TUSCAN BRICK

WD1

HARDIE BOARD
LAST EMBERS

WD2

CORONADO STONE
TEXAS RUBBLE - SUMMER COTTAGE

BC

BOARD FORMED CONCRETE

WS1

HARDIE ARTISAN SIDING V-GROOVE
SHERWIN WILLIAMS KHAKI BROWN

GL1


DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

P1

MFR: SHERWIN WILLAMS
BED ROCK SW9563
PAINTED PLASTER SURFACE

MP

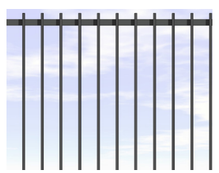
METAL PANELS / CANOPIES
BLACK

HT

HEAVY TIMBER

STL

STEEL CHANNEL
PAINT COLOR TO MATCH
MP

RL

METAL RAILING
PAINT COLOR TO MATCH
MP

HOTEL
JACKSON, WY

ELEVATIONS

0 16' 32'
SCALE: 1" = 16'

Architecture. Design. Relationships.

Scale 1" = 16'-0"
Job No. 2024-0345
Date 2025-05-07

CT1



THIN BRICK VENEER
TUSCAN BRICK

WD1



HARDIE BOARD
LAST EMBERS

MP



METAL PANELS / CANOPIES
BLACK

WS1



HARDIE ARTISAN SIDING V-GROOVE
SHERWIN WILLIAMS KHAKI BROWN

BC



BOARD FORMED CONCRETE

WD2



CORONADO STONE
TEXAS RUBBLE - SUMMER COTTAGE

P1



MFR: SHERWIN WILLIAMS
BED ROCK SW9653
PAINTED PLASTER SURFACE

GL1



DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

HT



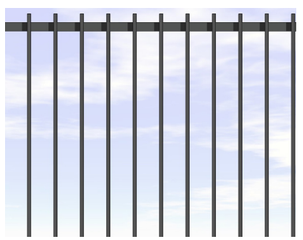
HEAVY TIMBER

STL



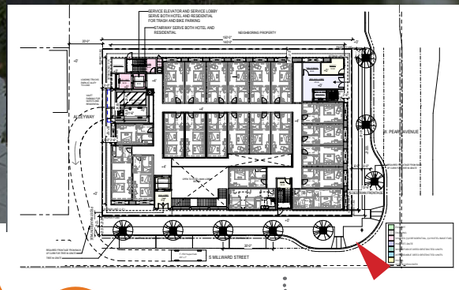
STEEL CHANNEL
PAINT COLOR TO MATCH
MP

RL



METAL RAILING
PAINT COLOR TO MATCH
MP





HOTEL

JACKSON, WY

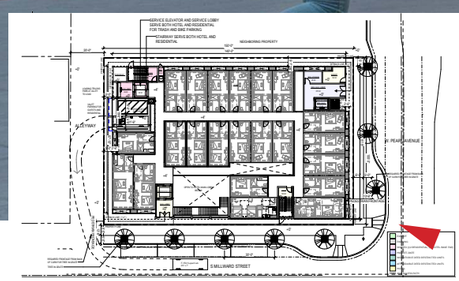
3D VIEWS
S. MILLWARD STREET AND W. PEARL AVE.

Architecture.
Design.
Relationships.

24

Scale
Job No. 2024-0345
Date 2025-05-07





HOTEL
JACKSON, WY

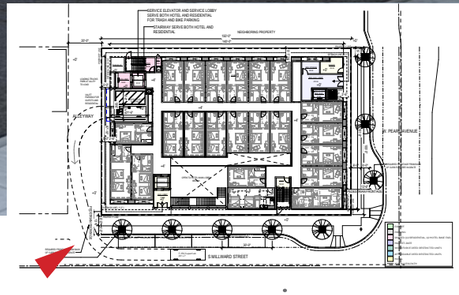
3D VIEWS
S. MILLWARD STREET AND W. PEARL AVE.

Architecture.
Design.
Relationships.

25

Scale
Job No. 2024-0345
Date 2025-05-07





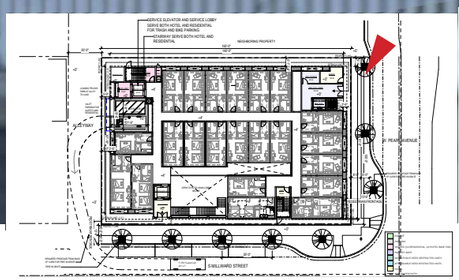
HOTEL
JACKSON, WY

3D VIEWS
S. MILLWARD STREET

Architecture.
Design.
Relationships.

Scale
Job No. 2024-0345
Date 2025-05-07





HOTEL
JACKSON, WY

3D VIEWS
W. PEARL AVENUE

Architecture.
Design.
Relationships.

Scale
Job No. 2024-0345
Date 2025-05-07



PLACE MAKING & ARCHITECTURE

HOTEL
JACKSON, WY





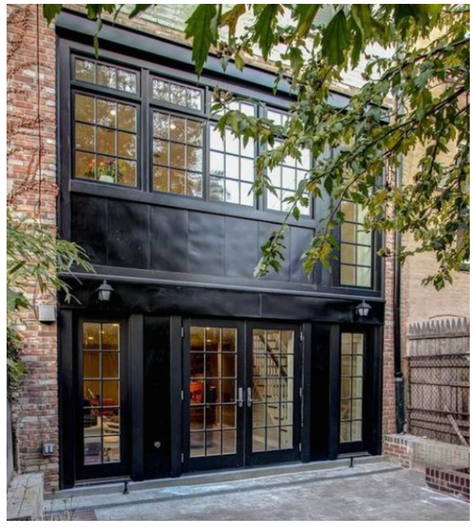


















HOTEL
JACKSON, WY

PLACE MAKING REFERENCE IMAGERIES

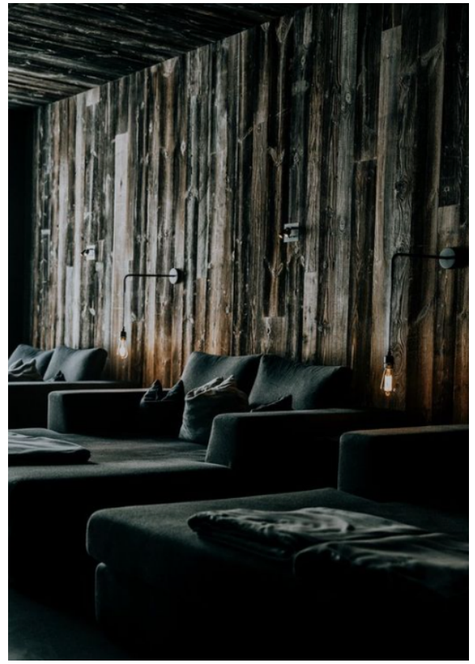
Architecture.
Design.
Relationships.

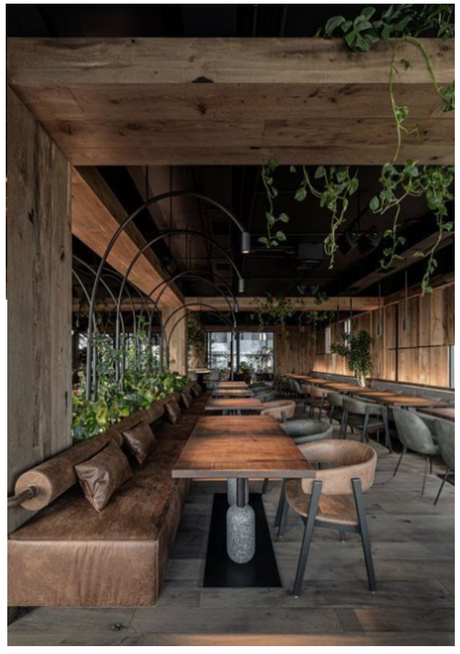
Scale
Job No. 2024-0345
Date 2025-05-07















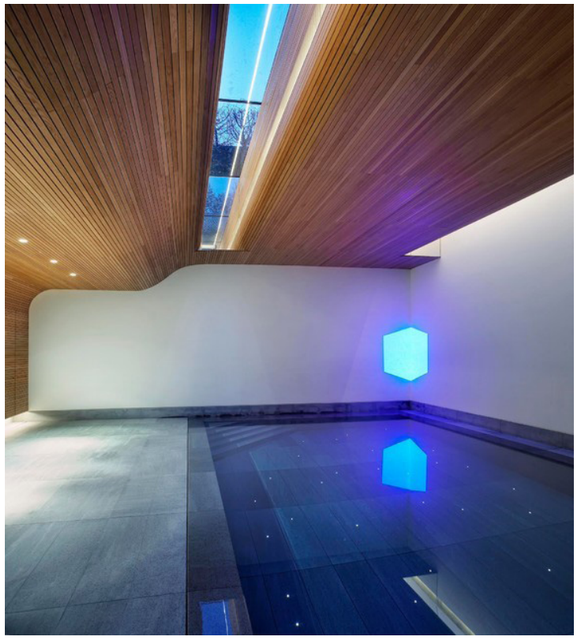
HOTEL

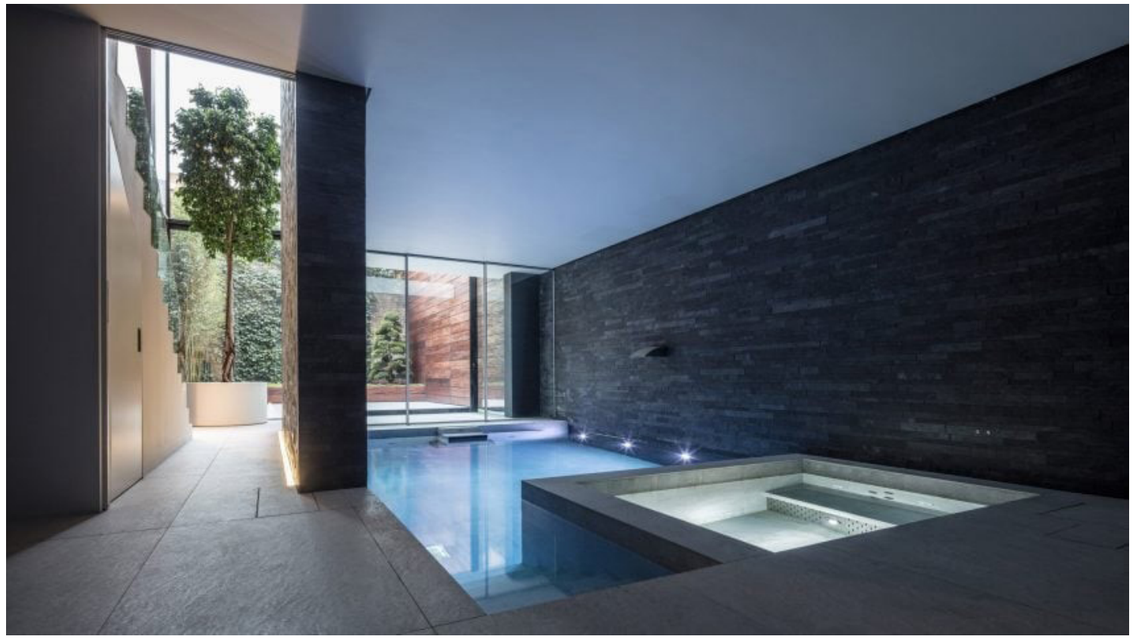
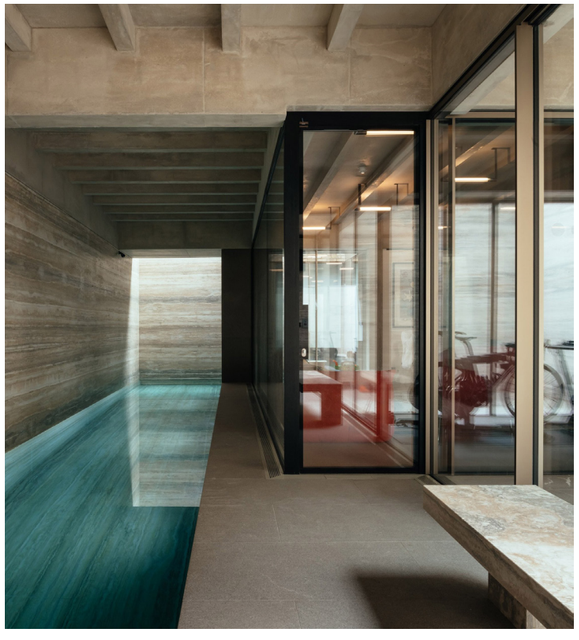
JACKSON, WY

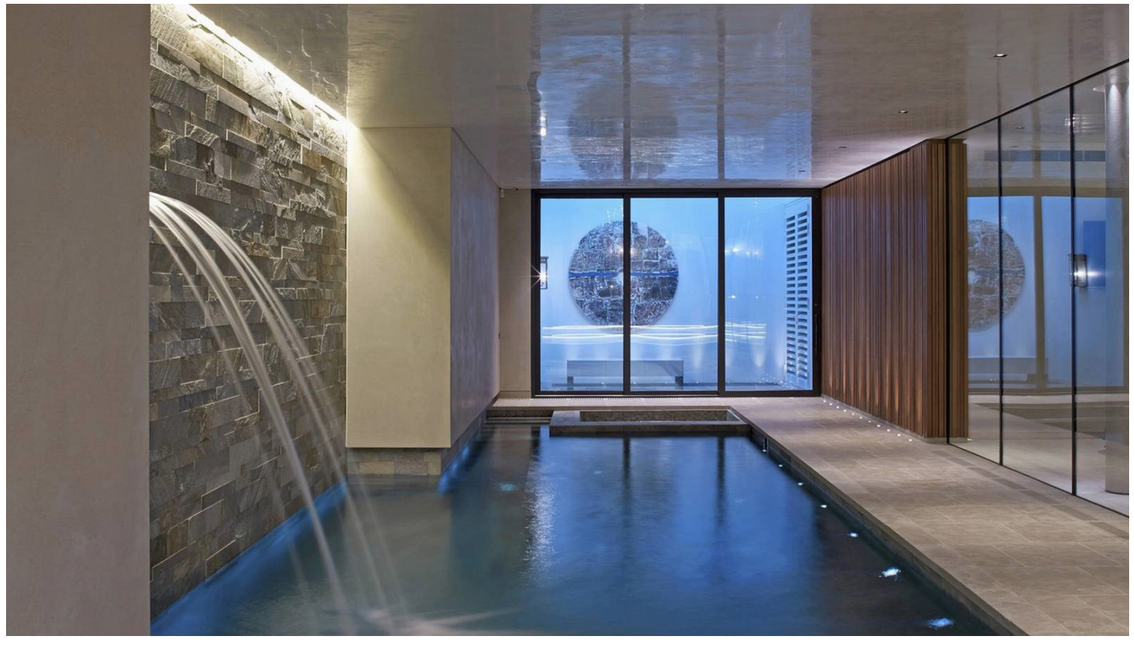
PLACE MAKING REFERENCE IMAGERIES

Architecture.
Design.
Relationships.

Scale
Job No. 2024-0345
Date 2025-05-07





HOTEL
JACKSON, WY

REFERENCE IMAGERIES - POOL

Architecture.
Design.
Relationships.

Scale
Job No. 2024-0345
Date 2025-05-07

THANK YOU

HOTEL
JACKSON, WY

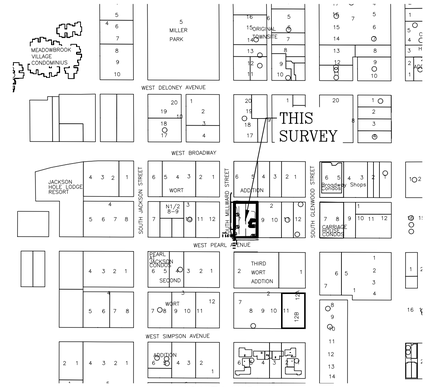
Architecture.
Design.
Relationships.

Scale
Job No. 2024-0345
Date 2025-05-07

10

Civil Plans





VICINITY MAP
NE1/4, SECTION 33
T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WY
scale: 1" = 300'

LEGEND

- PROPERTY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT LINE
- BUILDING
- BACK OF CURB
- CENTERLINE OF ROAD
- FLOWLINE OF CURB
- EDGE OF PAVEMENT
- FENCE LINE
- HAND RAIL
- UNDERGROUND GAS LINE
- UNDERGROUND POWER
- OVERHEAD POWER LINE
- UNDERGROUND SEWER LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER LINE
- AIR VENT
- AIR CONDITIONING UNIT
- BUILDING COLUMN
- CATCH BASIN
- CURB STOP
- ELECTRIC BOX/OUTLET
- ELECTRIC METER
- ELECTRIC VAULT
- FOUND PK
- FOUND PK W/SHINER INSCRIBED "PIERSON PLS 3831"
- FOUND REBAR WITH CAP "UNREADABLE"
- FOUND PVC PIPE
- FOUND 5/8"ø REBAR AND CAP "TODD CEDARHOLM PLS 6447"
- SET NELSON ENGINEERING 5/8"ø REBAR AND CAP INSCRIBED "NELSON ENGR PLS 19374"
- GAS METER
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- MONITORING WELL
- POWER POLE
- SEWER CLEANOUT
- SEWER MANHOLE
- SIGN
- SPIGOT
- TELEPHONE VAULT
- ASPEN TREE
- DECIDUOUS TREE
- PINE TREE
- WATER MANHOLE
- CONCRETE
- GRAVEL
- LANDSCAPE AREA
- DECK - LOWER
- DECK - UPPER
- PAVEMENT
- PAVERS

N E

0 10' 20'

VERTICAL DATUM BASED ON NAVD88 (GEOID 12B)
PROJECT BENCHMARK NE CORNER OF
LOT 8, BLOCK 2 OF PLAT 107
EL. 6230.78" DERIVED FROM GPS OBSERVATION

SITE SURVEY

of Lot 7 and Lot 8, Block 2
of Wort Addition to the Town of Jackson
Plat No. 107
located within
NE1/4 NE1/4, Section 33
Township 41 North
Range 116 West, 6th P.M.
Town of Jackson
Teton County, Wyoming

REV.	DATE	
	02/27/2025	
	SURVEYED	NE
	ENGINEERED	DD
	DRAWN	AR
	CHECKED	DD
	APPROVED	DD

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

DRAWING TITLE
EXISTING SITE PLAN

JOB TITLE
DAUNTLESS DEVELOPMENT
THE MILLWARD HOTEL
50 S MILLWARD ST, JACKSON, WY

DRAWING NO C1.0

JOB NO 23-414-03

LAYOUT: EXISTING SITE PLAN&CTDC - PRINTER/PC3: AutoCAD PDF (General Documentation).pc3 - PAGE SETUP: 24x36 PDF FW - Publish - DWG VER: 2510 - PLOTTED BY: Angie Rudolph
DWG NAME: S:\Proj\2023\414-03 - 50 S Millward St - Survey\14 Drawing\C2-414 ALTA.dwg DATE/TIME: 4/28/2025 1:10:16 PM

MUST INVESTIGATE TO DETERMINE IF THIS SERVICE IS FOR ADJACENT PROPERTY ABANDON EXISTING SEWER SERVICES BACK TO MAIN IN ACCORDANCE WITH TOWN REQUIREMENTS.

OVERHEAD POWER TO BE BURIED POTENTIALLY FROM POLE WEST OF MILLWARD ST. TO THE POLE EAST OF THIS PROPERTY.

EXISTING 8" SEWER MAIN

NEW SEWER SERVICE 4" OR 6" TBD

NEW GAS SERVICE LINE

ELECTRICAL SERVICE TRANSFORMER AND DISCONNECT AND METERING AREA –BEING COORDINATED WITH LOWER VALLEY ENERGY

NEW GAS METER

TREES IN GRATES (30' O.C. TYP.)

FOUR TOTAL PARKING SPACES, 2 FOR VALET PURPOSES (15 MINUTE MAX) AND 2 PUBLIC PARKING SPACES

ELEVATOR/ROBOTIC SYSTEM FOR GARBAGE, BIKES AND AUTOMOBILES.

PARKING TO BE LOCATED IN BASEMENT, SEE ARCH PLANS

TRASH

SERVICE ELEV.

MEP

5'–1"

ENTRY

PASSENGER ELEV.

HOTEL LOBBY

SURVEYED CENTERLINE OF ROAD

30.6'

8.0' PARKING | 11.0' DRIVING LANE | 11.0' DRIVING LANE | 8.0' PARKING | 13.5' PEDESTRIAN FRONTAGE

1'–2"

6.0' SIDEWALK

EXISTING CURB FLOWLINE

3.7'

10" WATERMAIN

S MILLWARD ST

JUNE LANDING, LLC
Lot 7 and Lot 8 of
Wort Addition Plat 107

LOT 9
WORT ADDITION TO THE
TOWN OF JACKSON
PLAT NO. 107
FILED ON 6/19/1913

LIGHTWELLS TYP

FIRE SERVICE

NEW WATER SERVICE MASTER METERING TO BE INSIDE HOTEL ON MEP SERVICE RISER.

DOMESTIC SERVICE

PROPERTY LINE

BIKE RACKS

NEW WATER TAP FROM TOWN WATERMAIN.
SERVICE TO EXISTING BUILDING AND THE POCKET PARK FROM PEARL AVE WATERLINE ARE TO BE REMOVED.
TAP OFF MILLWARD WATERLINE PROPOSED DUE TO PREFERENCE TO ENTER BUILDING IN STAIRWELL ON MILLWARD ST SIDE OF PROPOSED HOTEL.

REMOVE WATER SERVICE BACK TO MAIN. ABANDON OLD SERVICE LINE

RES. ELEV.

RES ELEV. LOBBY

BAKERY

BIKE PARKING

FIRE HYDRANT

ADA RAMPS TO ALIGN WITH EXISTING CROSSWALKS

R28.0'

RELOCATED LIGHT POLE COORDINATE WITH TOWN

6' SIDEWALK TYP

13.5' PEDESTRIAN FRONTAGE

2.4'

3.5'

TRANSITION CURB ALIGNMENT

8.0' PARKING

30.2'

28.3'

R20.0'

EXISTING BACK OF CURB

W. PEARL AVENUE

11.0' DRIVING LANE

PROPOSED BACK OF CURB

SURVEYED CENTERLINE OF ROAD

ADJUST CENTERLINE

11.0' DRIVING LANE

STORM DRAINAGE WILL BE DETAINED AND DISCHARGED AT PRE–DEVELOPMENT RUNOFF RATE INTO RELOCATED TOWN STORM DRAIN
ESTIMATED MAX DISCHARGE RATE OF 0.61 CFS (275 GPM).
A SAND OIL SEPARATOR WILL BE SPECIFIED PRIOR TO DISCHARGE

7.5'

EXISTING NO PARKING ZONE

SITE PLAN

0 10 20

N E

LEGEND–EXISTING

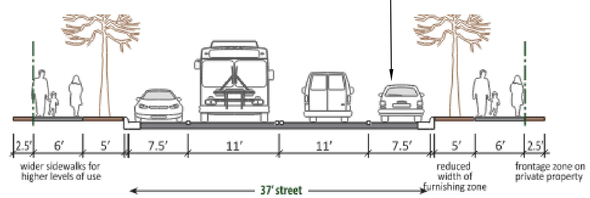
- PROPERTY LINE
- ADJACENT BOUNDARY LINE
- BACK OF CURB
- CENTERLINE OF ROAD
- FLOWLINE OF CURB
- EDGE OF PAVEMENT
- UNDERGROUND GAS LINE
- UNDERGROUND POWER
- OVERHEAD POWER LINE
- UNDERGROUND SEWER LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER LINE
- CATCH BASIN
- CURB STOP
- ELECTRIC BOX/OUTLET
- ELECTRIC METER
- ELECTRIC VAULT
- FOUND PK
- FOUND PK W/SHINER INSCRIBED "PIERSON PLS 3831"
- FOUND REBAR WITH CAP "UNREADABLE"
- FOUND PVC PIPE
- FOUND 5/8"ø REBAR AND CAP "TODD CEDARHOLM PLS 6447"
- SET NELSON ENGINEERING 5/8"ø REBAR AND CAP INSCRIBED "NELSON ENGR PLS 19374"
- GAS METER
- LIGHT POLE
- MONITORING WELL
- POWER POLE
- SEWER CLEANOUT
- SEWER MANHOLE
- SIGN
- SPIGOT
- TELEPHONE VAULT
- PINE TREE
- WATER MANHOLE

LEGEND–PROPOSED

- PROPOSED BUILDING
- PROPOSED EDGE OF SIDEWALK
- PROPOSED BACK OF CURB
- PROPOSED EDGE OF PAVEMENT
- PROPOSED FLOWLINE
- PROPOSED DRIVING LANE
- PROPOSED CENTERLINE OF ROAD
- PROPOSED LIGHT POLE
- PROPOSED PARKING AREA
- PROPOSED PEDESTRIAN AREA
- PROPOSED CONCRETE AREA

ON PEARL AVENUE SOUTH SIDE, PARKING IS NOT PROPOSED, NOR IS THERE PARKING CURRENTLY (EAST BOUND LANE IS GREATER THAN 11 FT)

60' R.O.W.
Mixed-Use Districts
Local Street or BT Street



MILLWARD AND PEARL STREET PROPOSED CROSS SECTION

NOTE: DIMENSIONS OF PROPOSED CROSS SECTIONS FOR MILLWARD ST. AND PEARL AVENUE AND THE CURB EXTENSIONS (BULB–OUT) AT THE INTERSECTION ARE COMPLIANT WITH THE TOWN OF JACKSON 2015 COMMUNITY STREETS PLAN

DATE	REV. 5/7/2025
02/21/2025	
SURVEYED	NE
ENGINEERED	DD
DRAWN	AR
CHECKED	DD
APPROVED	DD

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

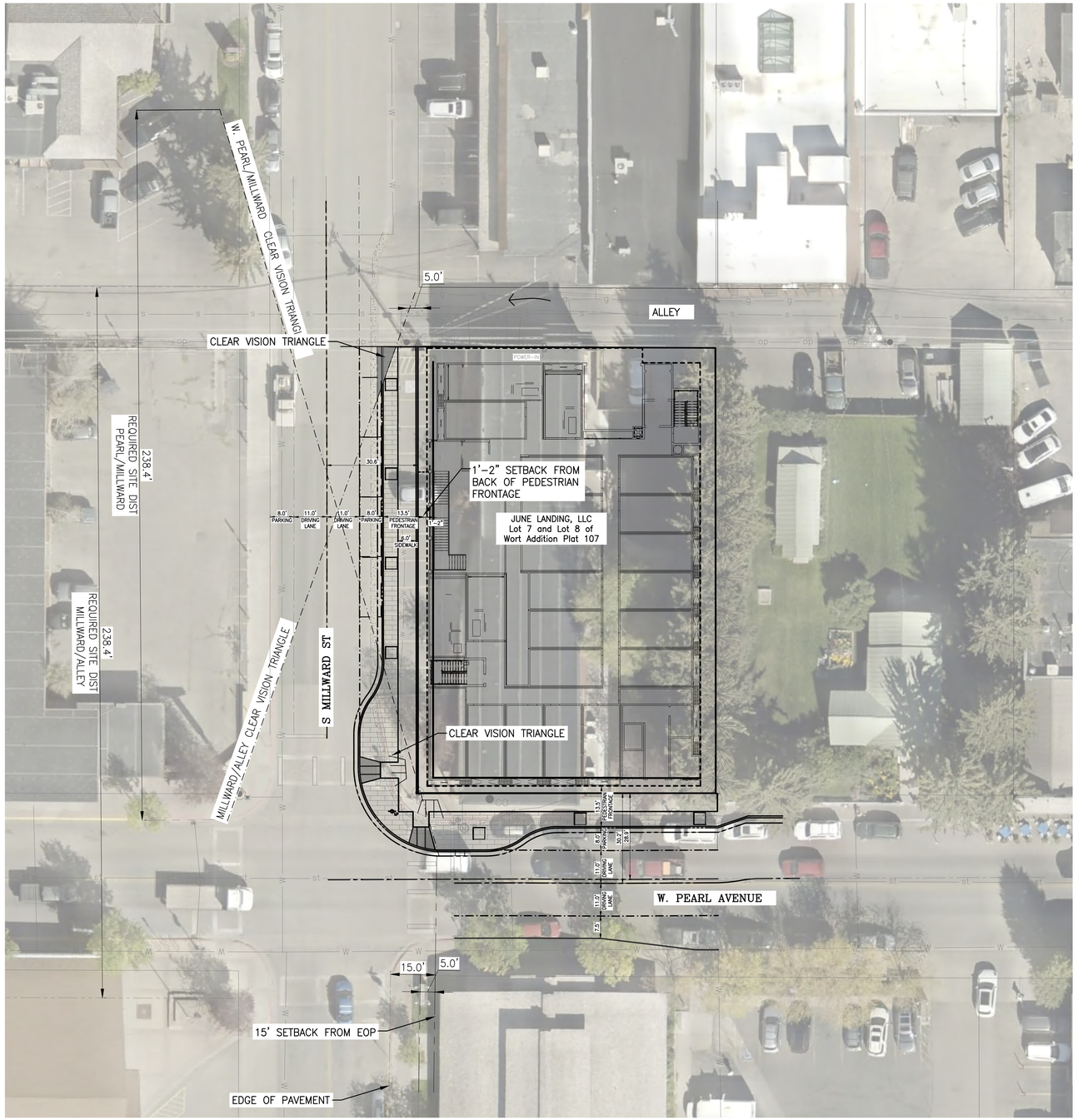
DRAWING TITLE
SKETCH PLAN APPLICATION
CIVIL SITE PLAN

JOB TITLE
DAUNTLESS DEVELOPMENT
THE MILLWARD HOTEL
50 S MILLWARD ST, JACKSON, WY

DRAWING NO C2.0

JOB NO 23–414–03

LAYOUT: SITE PLAN#SIS - PRINTED/PC'D: Aug 26, 2025 8:47:17 AM - PAGE SETUP: 24x36 PDF BW - Publish - DWG VER: 25.0 - PLOTTED BY: Angie Rudolph
Xref: $XREF: S:\Projects\23-414-03 Millward St Hotel\CivilCAD Drawings\Civil MAP.dwg - $XREF: S:\Projects\23-414-03 Millward St Hotel\CivilCAD Drawings\Civil MAP.dwg



6.5 SECONDS* 25 MPH * 1.467 FPS/MPH = 238.4' REQUIRED SITE DISTANCE

LEGEND–EXISTING

- PROPERTY LINE
- ADJACENT BOUNDARY LINE
- BACK OF CURB
- CENTERLINE OF ROAD
- FLOWLINE OF CURB
- EDGE OF PAVEMENT
- g — g — UNDERGROUND GAS LINE
- bp — UNDERGROUND POWER
- op — OVERHEAD POWER LINE
- s — UNDERGROUND SEWER LINE
- bt — UNDERGROUND TELEPHONE LINE
- w — w — UNDERGROUND WATER LINE
- CATCH BASIN
- CS — CURB STOP
- ELECTRIC BOX/OUTLET
- (P) ELECTRIC METER
- (E) ELECTRIC VAULT
- FOUND PK
- FOUND PK W/SHINER INSCRIBED "PIERSON PLS 3831"
- FOUND REBAR WITH CAP "UNREADABLE"
- FOUND PVC PIPE
- FOUND 5/8"ø REBAR AND CAP "TODD CEDARHOLM PLS 6447"
- SET NELSON ENGINEERING 5/8"ø REBAR AND CAP INSCRIBED "NELSON ENGR PLS 19374"
- GV — GAS METER
- LP — LIGHT POLE
- (M) MONITORING WELL
- PP — POWER POLE
- CO — SEWER CLEANOUT
- (S) SEWER MANHOLE
- SIGN
- SPIGOT
- (T) TELEPHONE VAULT
- PINE TREE
- (W) WATER MANHOLE

LEGEND–PROPOSED

- PROPOSED BUILDING
- PROPOSED EDGE OF SIDEWALK
- PROPOSED BACK OF CURB
- PROPOSED EDGE OF PAVEMENT
- PROPOSED FLOWLINE
- PROPOSED DRIVING LANE
- PROPOSED CENTERLINE OF ROAD
- LP — PROPOSED LIGHT POLE
- PROPOSED PARKING AREA
- PROPOSED PEDESTRIAN AREA
- PROPOSED CONCRETE AREA

CLEAR VISION TRIANGLES

0 20 40

N E

DATE	02/27/2025	REV: 5/7/2025
SURVEYED	NE	
ENGINEERED	DD	
DRAWN	AR	
CHECKED	DD	
APPROVED	DD	

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

DRAWING TITLE
SKETCH PLAN APPLICATION
TURNING PLAN

JOB TITLE
DAUNTLESS DEVELOPMENT
THE MILLWARD HOTEL
50 S MILLWARD ST, JACKSON, WY

DRAWING NO C3.0

JOB NO 23-414-03

LAYOUT: TURNING PLANVIEW3 - PRINTED BY: Angie Rudolph - DWG VER: 25.0 - PLOTTED: 5/7/2025 8:29:37 AM
DWG NAME: S:\Proj\2023\414-03 150 Millward St Hotel - Civil\4 Drawings\Civil\SKETCH PLAN\C3.0 TURNING PLAN.dwg - DATE/TIME: 5/7/2025 8:29:37 AM - Publish - PAGE SETUP: 24x36 PDF BW - PLOTTED BY: Angie Rudolph

11

Geotechnical Report

GEOTECHNICAL INVESTIGATION

MILLWARD STREET HOTEL
50 SOUTH MILLWARD STREET
JACKSON, WYOMING

PREPARED
FOR
DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PREPARED
BY
NELSON ENGINEERING
JACKSON, WYOMING



DECEMBER 2024
Project No. 23-414-01

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GENERAL AND PROJECT DESCRIPTION

This is the report of a geotechnical investigation performed for a commercial redevelopment of 50 South Millward Street in downtown Jackson, Wyoming. An existing multi-unit residential building will be demolished and removed. Schematic design phase plans provided by Dauntless Development show a three-story above grade multi-use building with three levels of below grade parking. Geotechnical recommendations and analysis are based on the plans provided.

Scope of Services

The scope of services for this investigation was to provide geotechnical recommendations based on a subsurface investigation and soils laboratory testing for the proposed mixed-use development. The purpose of the subsurface investigation was to determine soil and groundwater characteristics. The results of the subsurface investigation and subsequent laboratory testing were utilized in engineering analysis for recommendations pertaining to structural foundations, drive and parking areas, retaining walls, and general earthwork. It is our engineering judgment that the existing and proposed slope geometry and composition indicate stability therefore slope stability analyses were not conducted. Specific recommendations for drainage and surface water conveyance are not within the scope of work.

Foundation analysis and resulting recommendations are based on typical loads for the type of structure proposed. Prior to finalization of project plans, foundation plans and loads should be sent to this office for review to ensure compliance with this report. Recommendations assume foundation elements are not subjected to unusual loading conditions such as eccentric loads or vibratory equipment. Lateral earth pressure recommendations contained herein are general in nature; it is critical that retaining wall designs are reviewed by the geotechnical engineer.

SITE CONDITIONS

Description

The project property is located on the northeast corner of the intersection of Pearl Street and Millward Street. The 0.34-acre lot is occupied by a two-story multi-unit residential building central to the lot. There is a parking lot on the west side and a yard on the east side. The north and south wings of the building contain crawlspaces. A below grade laundry room is in the middle of the building. Access is provided by Pearl Street to the south, Millward Street to the west, and an alleyway to the north. Historical aerial imagery shows a single-family residence on the lot prior to the current building. Topography slopes from 3 feet from east to west across the lot.

Geology and Soil Mapping

The area's surface geology is mapped on the USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004. The map shows "Qf - Alluvial Fan Deposits - Water-laid gravel, sand, silt, and clay spreading out from mouths of ravines and canyons…" Approximately 1,000 feet to the northwest are mapped "Qfp - Flood-plain deposits – Sand, silt, clay, and minor lenses of gravel." Soil profiles observed in the borings corresponded most closely to coarse-grained alluvial fan deposits.

The US Natural Resources Conservation Service's Soil Survey of Teton County has mapped the Greyback gravelly loam at the site. The soils are alluvial and/or glaciofluvial deposits located on 0 to 3 percent slopes. This soil is described as very deep, excessively drained, and composed of gravelly loam, very gravelly sandy loam, and very gravelly loamy sand. Depth to water table is indicated to be deeper than 80 inches.

Seismic Hazard

Jackson Hole is located within the Intermountain Seismic Belt, a zone extending from southern Utah through eastern Idaho and western Montana and encompassing western Wyoming and the Teton Range as referenced by Robert B. Smith and Walter J. Arabasz in "Seismicity of the Intermountain Seismic Belt, Neotectonics of North America," 1991. The USGS Earthquake Hazards Program has mapped Quaternary faults and folds in the United States as displayed on Google Earth with the following active faults near the site: the Teton Fault, the Phillips Valley Fault, and secondary faults within the Jackson Hole Valley. In particular, the Teton Fault is thought to be capable of producing major earthquakes of a magnitude of six or greater. The portion of the Teton Fault mapped as active in the Quaternary is approximately 6.9 miles to the northwest.

The USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004, shows the postulated trace of the Cache Creek Thrust Fault 650 feet to the south and the East Gros Ventre Fault 1,200 feet to the northwest. The Cache Creek Thrust Fault is not classified by the USGS as active. The East Gros Ventre fault is a Class B fault where "geologic evidence demonstrates the existence of a fault or suggests Quaternary deformation, but either (1) the fault might not extend deeply enough to be a potential source of significant earthquakes or (2) the currently available geologic evidence is too strong to confidently assign the feature to Class C [which show insufficient evidence of faulting or deformation] but not strong enough to assign it to Class A [evidence demonstrates Quaternary faulting of tectonic origin]."

SITE INVESTIGATIONS

Field Investigations

On 11/18/24, 11/19/24, and 11/20/24, four borings were advanced at the locations shown on **Drawing 2 – Boring Location Map** in the Appendix. Borings were approximately located by GPS to within 3 feet. Boring locations and depths were selected to best determine subsurface conditions throughout the parcel. All borings were backfilled with drilling spoils after logging was completed. A monitoring well was installed in BH-1.

IME of Riverton, Wyoming, advanced the borings with a track-mounted B57 truck-mounted drill rig. All borings were advanced using 8.5-inch outer-diameter (O.D.) hollow stem auger. Sampling was performed with 2-inch split-barrel (split-spoon) samplers and 3-inch Dames and Moore samplers per ASTM D1586. Trent McCaffrey, a Professional Engineer at Nelson Engineering logged the borings and directed the sampling. Soils were classified in the field and logged by the engineer. The soil classifications, moisture conditions, and presence of organic or other notable features were recorded in the field logs. Bulk samples were sealed in plastic bags and transported to our laboratory for testing and further classification. Groundwater observations were made at the time of the boring advancement based on field observations of soil moisture conditions. Field observations and laboratory testing results are presented both on the boring logs and in the Laboratory Results sheets in the Appendix.

The stratification lines shown on the boring logs represent the approximate boundary between soil types. The actual in-situ transition may be either gradual or abrupt. Due to the nature and depositional characteristics of natural soils and fills, care should be taken in interpolating subsurface conditions beyond the location of the boreholes. Soil conditions can change rapidly in both the lateral and vertical directions. Groundwater conditions shown on the logs are only for the dates indicated. Subsurface conditions were interpreted from the described boreholes. The soil properties inferred from the field and laboratory analyses supported by our experience formed the basis for developing our conclusions and recommendations.

Samples obtained during the field investigation were taken to the laboratory where they were visually classified in accordance with ASTM Test Method D-2487-93, which is based on the Unified Soils Classification System. The soil samples stored in our laboratory will be discarded after 30 days from the date this report is submitted unless we receive a specific request to retain them.

Laboratory Investigations

Samples obtained during the field investigation were taken to the laboratory where they were visually classified in accordance with ASTM Test Method D-2487-11, which is based on the Unified Soils Classification System. Representative samples were selected for testing to determine the physical properties of the in-place soils and to estimate engineering properties. Engineering properties of concern at this location included bearing capacity, seismic response, shear strength, and site-specific construction recommendations that are influenced by soil type and condition.

Laboratory testing was conducted to provide additional information to determine the suitability of the soils for use as foundation and subgrade materials and to verify field observations and classification estimates. The finalized laboratory observations were used to estimate soil strength and compressibility characteristics for bearing capacity determinations, consolidation and settlement determinations, lateral and vertical pile load response analysis, and pavement designs. Specific tests included Consolidation Test – ASTM Designation D2435, Atterberg Limits Tests - ASTM Designation D4318, Grain Size Analysis - ASTM Designation C117 & C136, Soil Moisture Content Determinations - ASTM Designation D2226, and Soil Classification - ASTM Designation D2487.

The soil samples stored in our laboratory will be discarded after 30 days from the date this report is submitted unless we receive a specific request to retain them.

SUBSURFACE CONDITIONS

Soil Profiles

Similar soil profiles were found in the borings consisting of 1) silty gravel with sand 2) silty clay with sand lenses and gravels 3) gravelly sand with silt and clay lenses. In all the borings surface soils were 2.5 to 5.0 feet of dry to moist, brown, silty clay topsoil with organics in the backyard and with gravel in the parking lot. Consistency of the topsoil was medium stiff to very stiff.

Silty Sand and Silty Gravel Mixtures
Silty gravels and silty sand mixtures were found beneath topsoil in the following intervals: BH-1: 5 to 24 feet of silty gravel and gravel with silt, 35 ft to 51.5 feet. BH-2: silty sand and silty gravel mixtures to the bottom of boring, BH-3: silty sand with gravel 3 to 21 feet and 22 feet to 50.5 feet, BH-4: silty gravels from 3 to 23 feet, gravels with silty and clay, silty sand with gravel to bottom of the borings. The profiles can be described as layers of dense to very dense gravels, sands, and silt with N_{60} in the 39 – >50 range. Soils were dry at the surface and became moist below about 3 to 10 feet. Bottom of boring depths were 51.5', 46.5', 50.5', and 49.5' for BH-1, BH-2, BH-3, and BH-4, respectively.

Silty Clay with Sand and Gravel Lenses/Stratum
Strata of less dense, finer grained material of silt, sand, and clay with lower gravel content were found as follows:
BH-1: stiff silty clay with sand 24 to 35 feet with N_{60} of 12-14. Pocket penetrometer measurements on disturbed split spoon samples in silt and clay intervals were 1.5 – 2.0 tons per square foot range (TSF). Consolidation testing was performed on sample from BH1-8 at 31-foot depth.
BH-3: stiff to hard silty sand with gravel 21 to 25 feet,
BH-4: Hard/dense gravelly silt, silty clay, silty gravel, with generally lower gravel content from 23 to approximately 35 feet.

Hydrocarbon Odor
At 50-foot depth in BH-1, 2 and BH-2 soil samples had hydrocarbon/gas odor. Hydrocarbon cleanup in the area has been completed as certified by the WY Department of Environmental Quality. Gas odor is often present in soils that have hydrocarbon levels below the action threshold after cleanup is complete.

Interpretation
Strata of alluvial fan deposits emanating from Cache Creek form the subsurface. Deposition is variable over short distances in three dimensions. Within the borings, the majority of the strata are gravel soils with silt and sand. A thick silty clay deposit was found in BH-1, finer grained lensed deposits of silt, silty clay, and lower gravel content was found in the BH-4. Deposits below the planned bearing depth of about 30 feet were generally dense to very dense gravels.

Groundwater
Groundwater was encountered in BH-1 and BH-2 at depths of 50 and 49.5 feet respectively at the time of the field investigation. Monitoring wells were installed in BH-1 and BH-3. Seasonal fluctuations are discussed below.

GEOTECHNICAL ANALYSIS & RECOMMENDATIONS

General
Schematic designs by Dauntless Development show a mixed-use building 3 above ground levels and 3 below ground parking levels occupying most of the parcel is planned. Spread footings are appropriate to support the proposed structures. The following sections address concerns at and below planned footing depths under the influence of spread footing loads.

Seismic Design Parameters
The 2024 International Building Code (IBC) designates site class per ASCE 7-22 Chapter 20. Data obtained in this investigation is not sufficient to determine soil parameters as required by ASCE 7-16; therefore, the IBC directs that seismic coefficients and design spectra shall be determined using Site Class D, Latitude of **43.479°** and Longitude of **-110.765°**.

Liquefaction
Saturated sands, silts, and gravels of lower density are susceptible to liquefaction during earthquakes. At this site, SPT results corresponding to high soils density were found in all intervals where the potential for saturation exists. SPT results of >50 on the average is indicative of non-liquefiable soils.

Groundwater
The Wyoming DEQ conducted a leaky underground storage tank cleanup program in the project vicinity in the early 2000s. Data from monitoring well logs from *Bill's Standard Site – Jackson LAUST Remediation Project* was analyzed. Monitoring wells were located to the south across Pearl Avenue and to the east across Millward Street, wells less than 50 feet from the property boundaries (See Borehole Location Map). Wells levels were measured on approximately bi-yearly basis from November 2002 and October 2015. Over the period MW-322 registered the shallowest peak depth in July of 2011 at 35.2 feet depth. The peak level in MW-322 was slightly lower at 37.4 feet depth. The lowest depth was identical in both wells in April of 2003 at 48.5 feet.

The summer and fall of 2024 prior to the investigation were abnormally dry. The measured depth of groundwater at about 50 feet in the fall of 2024 corresponds with a low point in the hydrologic cycle. The highest level of about 35 feet in the monitoring period corresponded with a series of wetter years. The risk of higher water levels corresponding to a prolonged wet period and/or a severe flood is impossible to quantify with the limited data available. High water years in 1997 and 1986 resulted in the highest peak flows for nearby rivers and streams, data from these and similar years would be necessary for more definitive estimate. **For this project, we recommend designers utilize a conservative peak groundwater depth of 30 feet depth.**

If project schedules permit, monitoring wells in BH-1 and BH-3, spring, summer and fall of 2025 to provide more data on seasonal fluctuations.

Spread Footings
For this analysis, basement level footings are assumed to bear at a minimum depth of 30 feet below grade. Spread footings bearing on dense, sand and gravel alluvial fan deposits are appropriate foundation elements. Where soft compressible silt/clay soils or loose sand lenses are found at bottom of footings and slabs, these soils shall be removed until competent dense to very dense sand and/or gravel alluvium is exposed. Over excavation and structural fill shall extend a minimum of 2 feet horizontally beyond the footing footprint. Native subgrades shall be compacted to a depth of 8 inches to 95% of maximum density per ASTM D698 (Standard Proctor) beneath all footings and fills below foundations.

A net allowable bearing capacity of **6000 PSF is appropriate.** The net allowable soil pressure includes dead load plus maximum live load. The above analysis assumes a

maximum width of 14.0 feet for continuous footings and a **maximum dimension of 20 feet** for isolated footings. The net allowable soil pressure includes dead load plus maximum live load. These calculations assume a **minimum footing depth 30 feet below final grade** and that a maximum total settlement of 0.5 inches be tolerated on any one footing and the maximum differential settlement between footings that can be tolerated is 0.5 inches.

Bearing capacity values and settlement shall be checked for each combination of load to determine whether settlement or bearing capacity will control the response of the footing. Foundation elements supporting large, concentrated loads should be analyzed on an individual basis to determine settlement and bearing characteristics**.** Other foundation parameters are as noted below:

1. A one-third increase in allowable bearing capacity may be used for short duration loads such as wind or seismic.

2. Backfill against shallow foundations and stem walls shall conform to the **Foundation Backfill Typical** drawing in the Appendix. In no case shall material greater than 6 inches in diameter bear directly on or against foundation elements. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

Any soil type encountered at the bottom of footing excavations other than those described above should be analyzed by Nelson Engineering. Isolated boulders at footing grade should be excavated and removed unless approved by Nelson Engineering. Any excessively loose material or soft spots encountered in the footing subgrade will require over-excavation and backfilling with structural fill. All footings shall be suitably reinforced to make them as rigid as possible.

Lateral Earth Pressures

For this analysis, it is assumed that all foundation and retaining walls will be backfilled with structural fill per Drawing #3. Sloped backfill will result in higher lateral loading, if sloped fills of greater than 20% are planned, lateral loading should be analyzed by this office. Adjacent foundations may affect lateral earth loading dependent on proximity. Lateral earth pressures from adjacent structures are not accounted for here.

Lateral loads may be resisted by friction between the footing base and supporting soil and lateral bearing pressure against the sides of the footings. Design parameters recommended are a **coefficient of friction of 0.5** at the footing base and a **lateral passive bearing pressure of 350 psf per foot of depth if compacted fills are carefully placed and tested.**

Design for static at rest loading shall utilize an at-rest equivalent fluid pressure of **60 PCF**. Static active earth pressure design loading shall utilize an equivalent fluid pressure of **40 PCF**.

The total seismic load is the sum of the static and dynamic loads where static is based on active or at-rest conditions. Seismic loading shall be determined using the following equations.

Basement (restrained) walls with level backfill: $P_{ae} = \frac{1}{2}\gamma H^2(0.68PGA/g)$

Cantilever (unrestrained) walls with level backfill: $P_{ae} = \frac{1}{2}\gamma H^2(0.42PGA/g)$

Cantilever (restrained) walls with sloping backfill*: $P_{ae} = \frac{1}{2}\gamma H^2(0.70PGA/g)$

γ=unit weight of backfill. Use 135 PCF for Structural Fill, 125 PCF for Clean Rock

**Applicable for sloped backfill less than 2(H):1(V)*

PGA is defined as $S_{DS}/2.5$. The point of application of the dynamic load is at 1/3H where H is the wall height.

Shoring, Underpinning, Excavation Slopes

Stabilizing underground utilities, adjacent foundations, excavation slopes, and other features will be required for basement construction. Both underpinning and shoring may be utilized. Loads and location of foundation elements of all adjacent structures and infrastructure should be thoroughly researched and thoroughly understood by shoring designers. Utility location and loads should be thoroughly researched and understood by shoring designers.

Specialty design-build contractors typically deliver shoring and underpinning design and construction. Shoring and underpinning designs should be performed by engineers licensed in Wyoming with experience in this type of work. Shoring and underpinning should be performed by experienced geostructural contractors.

Shoring will be required for excavations occurring near property lines. Soil nail walls or soldier pile walls with tiebacks are commonly utilized for this purpose in the locality. Underground easements for shoring elements extending into neighboring properties will be required.

Conservatively assigned soil properties appropriate for shoring and underpinning design based on soil properties found the borings are given in Table 1. Note that soil profiles may vary from those found in the borings. Shoring designers are responsible for designs that address all aspects of shoring, including determining if additional investigations are necessary for adequate shoring design.

Table 1: Soil Properties for Shoring and Underpinning

Soil Type:	Medium Stiff to Hard Silty Clay w/ Sand and Gravel Lenses	Dense to Very Dense Silty Gravels w/Sand
Moist Unit Weight (γ) =	110 lbs./ft^3	135 lbs./ft^3
Cohesion (c) =	200 lbs./ft^2	50 lbs./ft^2
Effective Friction Angle (Φ') =	28	32

Interior Slabs-On-Grade

All silt/clay surficial soils and undocumented fills shall be removed beneath slabs. Interior slabs shall be founded upon the following section from top to bottom: 1) a leveling course mat 4 inches in thickness composed of clean pea gravel or WYDOT Grade GR or equivalent compacted to a minimum of 95% of maximum density as determined by ASTM D 698, 2) 8 inches of structural fill, 3) native subgrade compacted to 95% of maximum density per

ASTM D698 (Standard Proctor). Structural fill may be omitted where competent subgrade is found as determined by this office. Any excessively soft spots encountered in slab subgrade will require over-excavation and backfilling with structural fill.

Concrete slab-on-grade control joints should be saw-cut as early as possible. Nelson Engineering recommends the use of a soft cut system, which allows saw cutting as soon as the concrete can support foot traffic. Successful crack control is dependent upon proper joint spacing. Control joints should be placed in accordance with current Portland Cement Concrete Paving Association guidelines.

Sidewalks and Exterior Slabs

Sidewalks and exterior concrete slabs for foot traffic shall be placed upon a minimum of 4 inches of ¾-inch minus crushed gravel placed upon 8 inches of structural fill. Structural fill requirement may be waived where Nelson Engineering determines competent subgrade exists. Any excessively loose material or soft spots encountered in slab subgrade will require over-excavation and backfilling with structural fill. All fill material within 2 feet of the slabs must be compacted to a minimum of 95% of the maximum density as determined by ASTM D698.

CONSTRUCTION CONSIDERATIONS

Earthwork and Site Grading

Excavation work and heavy equipment access may be difficult due to rutting and pumping soils during wet periods. A protracted period of wet conditions can be expected during and after seasonal snowmelt. Placement of imported gravels supported by geotextiles and/or geogrid may be required to provide construction access and to provide platforms for equipment. Utility trenches will encounter groundwater at shallow depths. General recommendations for earthwork suitability, placement, and compaction procedures are provided below:

- Within the building footprints and areas to be paved, a minimum of 6 inches of material shall be stripped and removed. All organic material, deleterious undocumented fill, and debris shall be removed regardless of depth below the surface. Loose and disturbed native soils should be scarified, moisture-conditioned, and compacted. Finish surfaces shall be sloped away from foundations.

- Fill materials shall not be placed, spread, or compacted while the ground is frozen or during unfavorable weather conditions. Fill materials shall be at the proper moisture content prior to compaction and shall contain no frozen soil.

- Native subgrade shall be compacted with vibratory equipment appropriate for the soil types. Where soft and loose or over moist areas are encountered that do not improve with repeated compaction effort, replace native soils with structural fill.

- Clayey gravel and silty gravel soils found in the excavations will be moisture sensitive. Moisture shall be prevented from penetrating these soils during construction. Measures to membranes,isture infiltration may include the placement of tarps or membranes; maintain grading during construction to drain storm water from exposed excavations during precipitation and snowmelt events, and others. If moisture has been allowed to infiltrate subgrade or bearing soils, excavation and

backfill operations should cease and not resume until Nelson Engineering approves the moisture and density conditions of the soils.

- **Structural Fill** may consist of Clean Rock Fill, Crushed Concrete, or gravels (USCS classification GW or GP).

  Gravels shall have the following characteristics: 6-inch maximum particle size with no more than 40% oversize (greater than ¾") and no more than 5% fines passing the #200 sieve. Structural fill shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2% of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than ¾" diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Enough density tests should be taken to monitor proper compaction. Where a proctor cannot be performed on structural fill, lift compaction shall be verified via proof rolling with loaded rubber-tired equipment observed and approved of by NE.

  Crushed Concrete shall meet the gradation requirements of gravels and shall be free of all debris and rebar. Gradation and source shall be submitted to Nelson Engineering for approval prior to use.

  Clean Rock fill consisting of hard durable crushed or screened rock of 3/4”-4” may be used as Structural Fill with prior notice and approval of gradation and source by this office.

- Safety of construction personnel including safe trenches and excavations are the responsibility of the contractor. Excavations for retaining walls and foundations shall conform to the applicable OSHA and Wyoming safety standards. Excavations and utility trenches shall be laid back to safe slopes or properly shored. Excavations and shoring operations shall be conducted in accordance with the most recent versions of the OSHA Construction Standards for Excavations, Part 1926, Subpart P and Wyoming Public Works Standard Specifications. Excavations for utilities shall be shored if the proper slope cannot be maintained.

- During earthwork phases of the project, a representative of Nelson Engineering shall be present to observe exposed native soils and fill materials for suitability and consistency. A documented testing program should be conducted to determine that soil compaction is in accordance with requirements.

- Backfill placed against structures (i.e., pipes and walls) shall be of a character and in a manner that will not damage that structure. In no case shall material greater than 6 inches in diameter bear directly on or against these structures. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

GENERAL COMMENTS

It is critical that the structural engineer and other project designers review this report. When project plans and specifications are complete, a consultation with this office should be arranged to ensure compliance with this report. Additional or supplementary recommendations concerning foundations and earthwork may be required at this time. Monitoring and testing should be performed to verify that suitable materials are used for structural fills and backfills and that fills are properly placed and compacted. Concrete testing and special inspections should be performed prior to and during placement of all concrete to ensure concrete and reinforcing steel bar comply with project plans and specifications.

WARRANTY AND LIMITING CONDITIONS

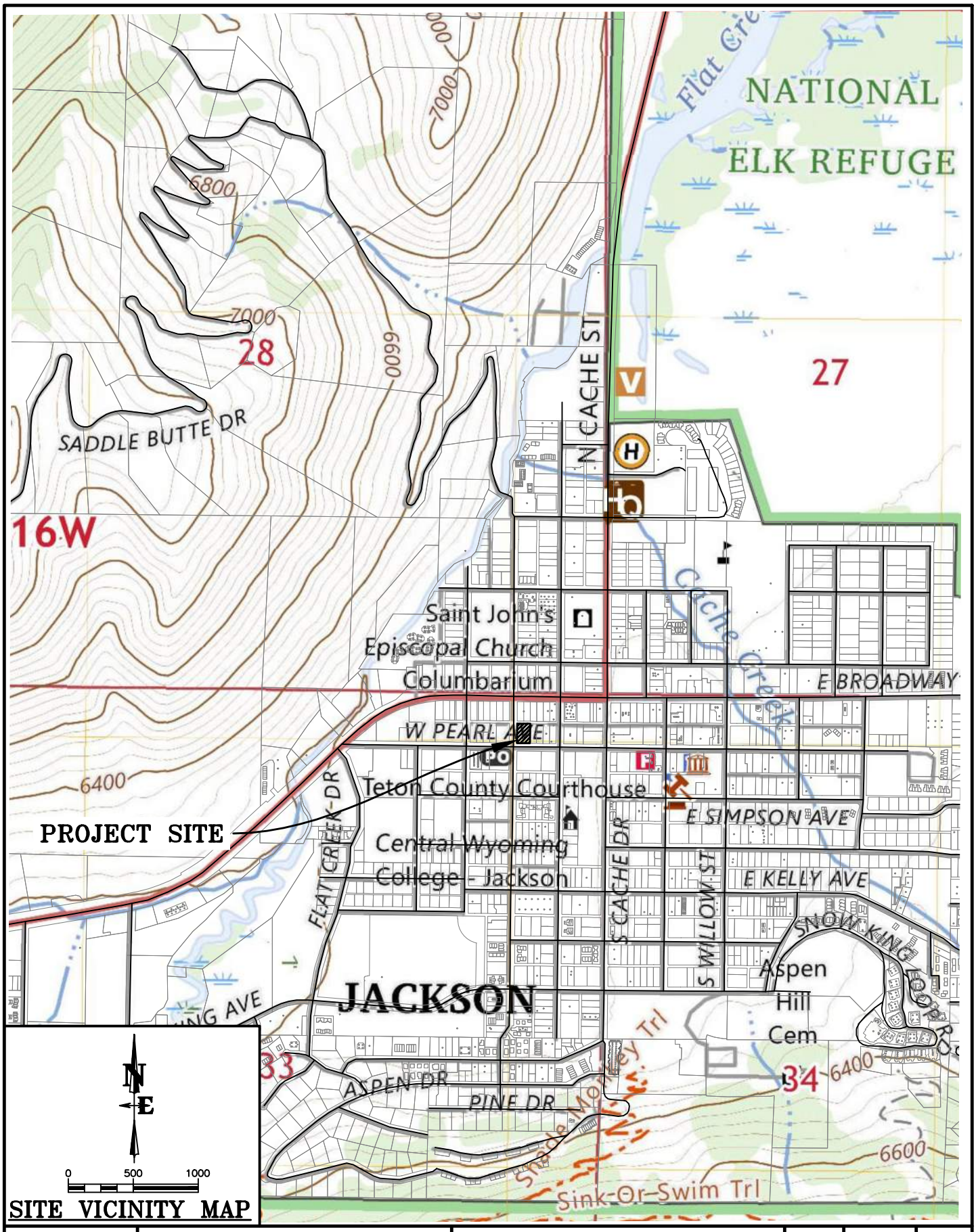
This report was prepared for use by Dauntless Development ("Client"). The scope of work was specifically prepared for and limited to the specific purpose of providing geotechnical recommendations for project described. The report is for the sole use of the named client and the design and construction team for this project. This report is non-transferable to future property owners without the written consent of both Nelson Engineering and the client. 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 locality at the time the report was prepared. No other warranty is made or implied. This report is site-specific. The report is limited to the information available at the time it was prepared. In the event additional information is provided to Nelson Engineering following this report, it will be forwarded to the client in the form received for evaluation by the client. Use or misuse of this report, or reliance upon the findings hereof by any parties other than the Client, is at their own risk. Neither the Client nor Nelson Engineering may make any representation of warranty to such other parties as to the accuracy or completeness of this report or the suitability of its use by other parties for any purpose whatsoever, known, or unknown, to the Client or Consultant. Neither Client nor Nelson Engineering shall have any liability to or indemnify or hold harmless third parties for any losses incurred by the actual use or misuse of this report.

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Philip Gyr, PE
Principal Geotechnical Engineer

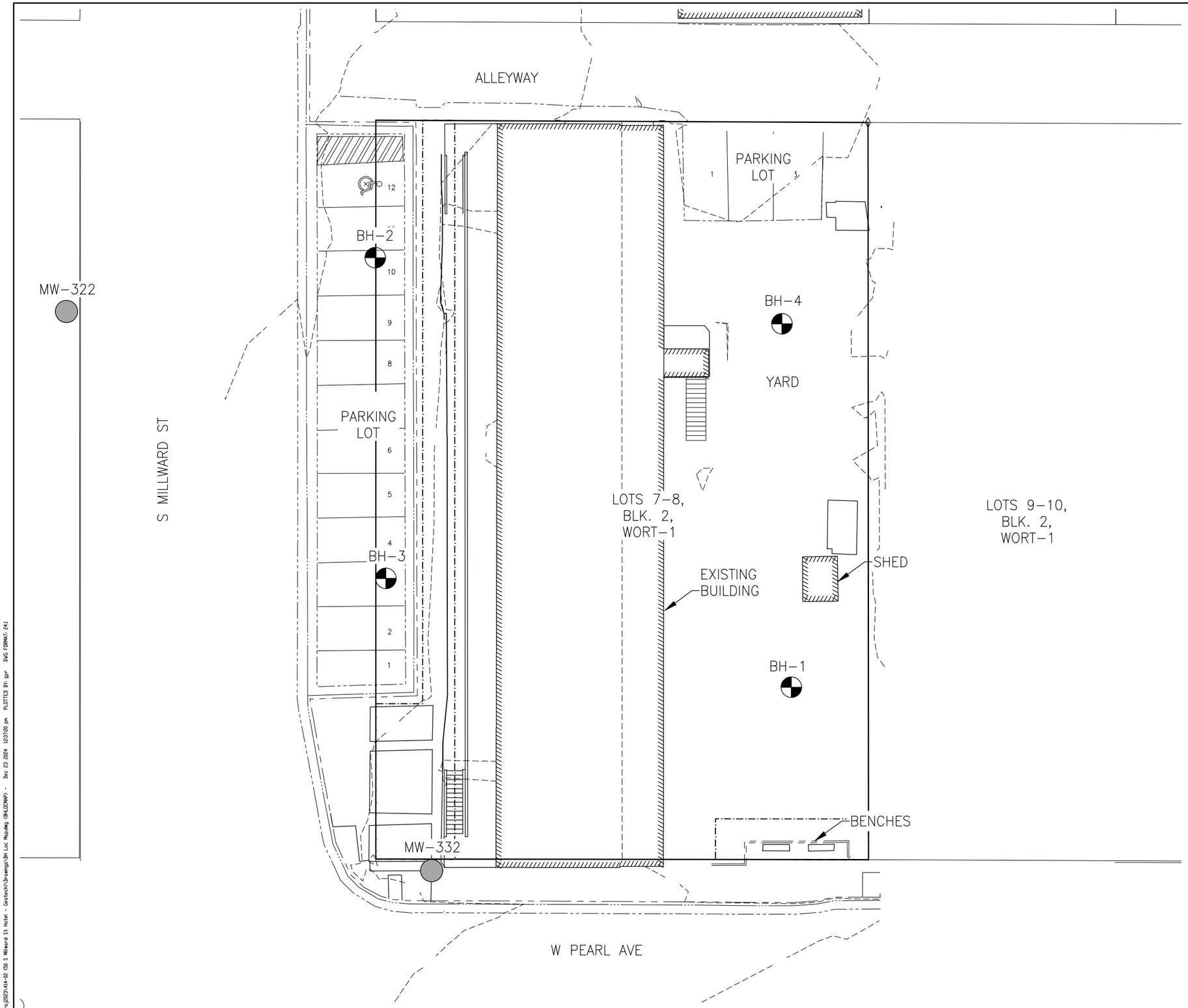
APPENDIX

DRAWINGS



SITE VICINITY MAP

DRAWING NO 1	TITLE 50 S MILLWARD STREET	NELSON ENGINEERING	DATE	12/20/24	REV.
JOB NO 23-414-02	GEOTECHNICAL INVESTIGATION	P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	SURVEYED	-	
			DRAWN	TM	
			CHECKED	PG	
			APPROVED	PG	



NOTES:

1. EXTERNAL PROPERTY BOUNDARIES FROM TETON COUNTY GIS.
2. SITE SURVEY BY NELSON ENGINEERING.
3. SITE PLAN BY AO ARCHITECTURE.
4. BOREHOLES LOCATED WITHIN ±3 FEET USING TAPE MEASURE.
5. MW-322 AND 332 LOCATIONS APPROXIMATE FROM LAUST MAPPING
6. MONITORING WELLS INSTALLED IN BH-1 AND BH-3.

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

	DATE	11/5/24	REV.
SURVEYED			
ENGINEERED	TM		
DRAWN	TM		
CHECKED	PG		
APPROVED	PG		

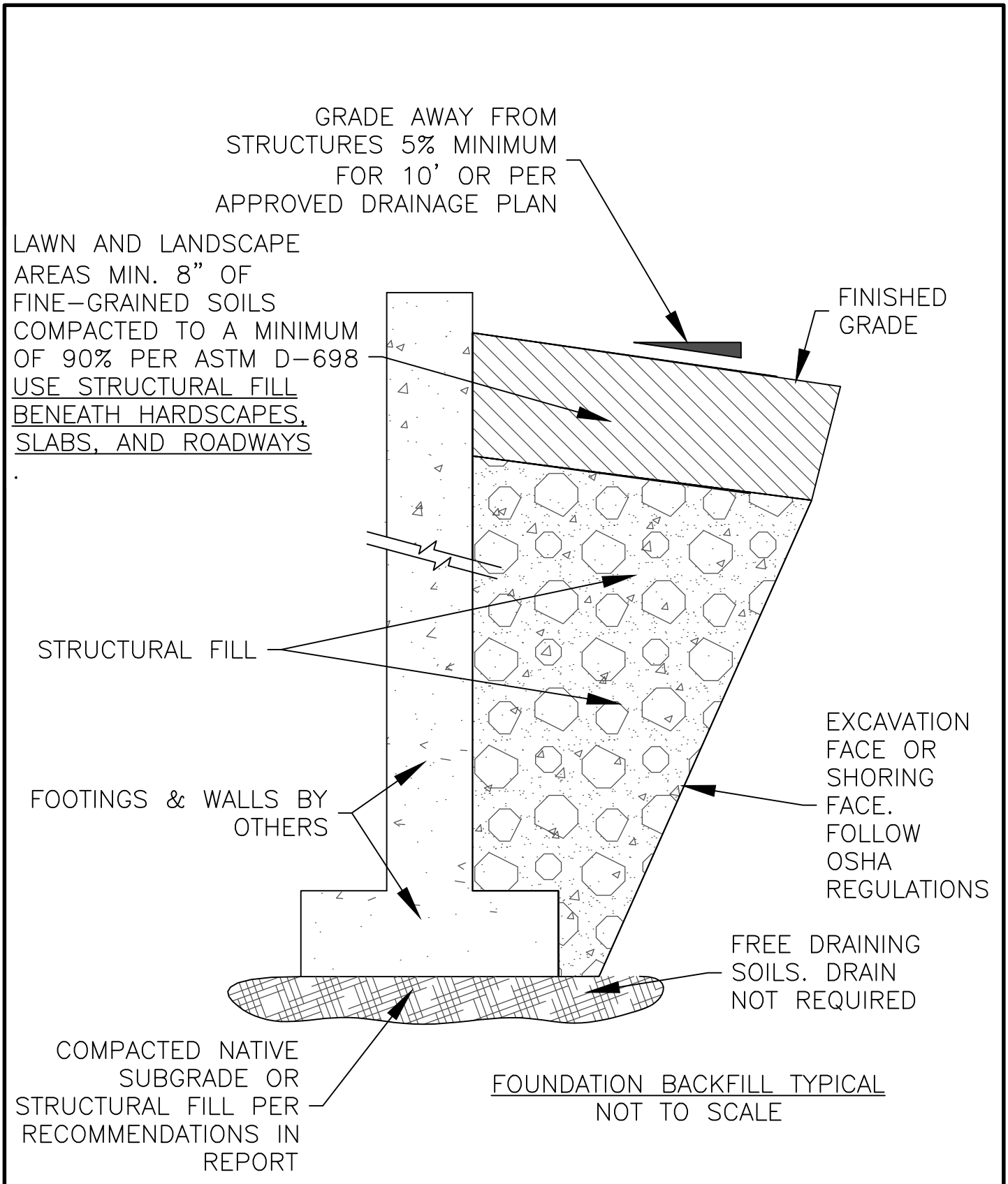
DRAWING TITLE: BORING LOCATION MAP

JOB TITLE: MILLWARD STREET HOTEL
50 SOUTH MILLWARD STREET
GEOTECHNICAL INVESTIGATION

DRAWING NO: 2

JOB NO: 23-414-02

S:\Proj\2023\414-02 (50 S Millward St Hotel - Geotech)\Drawings\BH Loc Mapping (BH_LOCMAP) - Dec 23 2024 12:37:20 pm PLOTTED BY: gyr DWG FORMAT: 24)

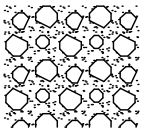


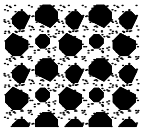
FOUNDATION BACKFILL TYPICAL
NOT TO SCALE

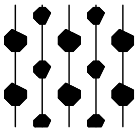
DRAWING NO 3	TITLE MILLWARD STREET HOTEL 50 S MILLWARD STREET FOUNDATION BACKFILL TYPICAL	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	12/23/24	REV.
JOB NO 23-414-02			SURVEYED	N/A	
			DRAWN	PG	
			CHECKED	PG	
			APPROVED	PG	

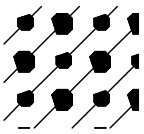
BORING LOGS

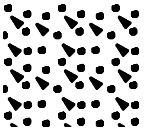
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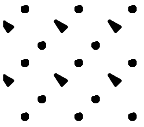
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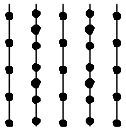
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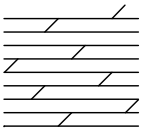
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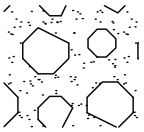
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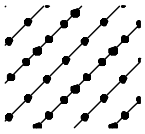
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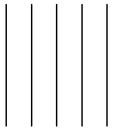
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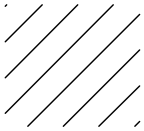
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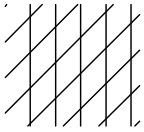
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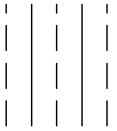
COBBLES/BOULDERS 

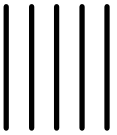
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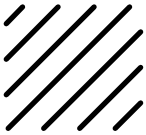
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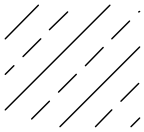
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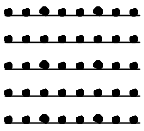
ML–CL 

OL 

MH 

CH 

OH 

PT 

NOTE: ANGLED DEMARCATIONS ON THE LOGS INDICATE APPROXIMATE OR POORLY DEFINED BOUNDARIES BETWEEN SOIL TYPES.

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CORRECTED SPT: Standard Penetration Test values corrected to $N1_{60}$ correcting for theoretical free-fall hammer energy and overburden pressure per 7th edition of the AASHTO Bridge Design Specifications.

DRILLING, SAMPLING, AND SOIL PROPERTIES ABBREVIATIONS AND SYMBOLS

N: Standard Penetration Test
U_c: Unconfined compressive strength, Pounds/ft^2 (PSF)
Pp: Pocket Penetrometer values, Ton/ft^2 (TSF)
FILGC: Fragments indicate gravels and cobbles larger than split spoon diameter.
w: Water content, %
LL: Liquid limit, %
PI: Plasticity index, %
gd: In-situ dry density, lbs/ft^3 (PCF)
▽: Ground water level
SS: Split-Spoon Sample
ST: Shelby Tube Sampler
CS: Cylindrical Brass Lined Sample


Monitoring Well, diagonal hatching indicates screen and sand packed interval

SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

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

PARTICLE SIZE

Boulders:	12 in.+	**Coarse Sand:**	5 mm(#4)-2 mm(#10)	**Silts and Clays:** **<#200**
Cobbles:	12 in.-3in.	**Medium Sand:**	2 mm(#10)-0.4mm(#40)	
Gravel:	3in.-5mm(#4)	**Fine Sand:**	0.4mm(#40)-0.075mm(#200)	

PROJECT NAME: **50 S MILLWARD STREET**	**DRILL HOLE No. BH-1** PAGE: **1 OF 3**
DATE STARTED / FINISHED: **11/18/24**	DRILLER: **IME**
LOGGED BY: **TRENT McCAFFREY**	DRILL TYPE: **TRUCK-MOUNTED B57**
BOREHOLE LOCATION/ELEVATION: **SEE BOREHOLE LOCATION MAP**	HOLE DIAMETER: **8.5" O.D. HSA (HOLLOW STEM AUGER)**
	HAMMER TYPE: **140# AUTOMATIC**

This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.

DEPTH (FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
0	5			BH1-1 2" SS	44	0'–1.5' 0"–8", DRY, BROWN, SILTY CLAY TOPSOIL WITH ORGANICS AND TRACE GRAVEL, VERY STIFF.			51			STARTED DRILLING AT 12:00 PM
1	13											FLAT, GRASSY, LANDSCAPED LAWN AREA ON SOUTHEAST CORNER OF LOT.
	8											
2												
3	4			BH1-2 2" SS	39	2.5'–4.0' 0"–7", DRY, BROWN, SILTY CLAY WITH GRAVEL, STIFF, MAX GRAVEL DIAMETER OF 1/2"			14			
	4											
4	3											EASY DRILLING TOP OF BORING TO 5'
5	4			BH1-3 2" SS	50	5.0'–6.5' 0"–9", DRY, GRAY/WHITE, GRAVEL WITH SAND, DENSE, MAX GRAVEL DIAMETER OF 1"			39			
	3											
6	19											BIT GRINDING FROM 5' –12'
7												HARD DRILLING FROM 5' – 12
8												
9												
10	35			BH1-4 2" SS	55	10'–11.5' 0"–10", DRY, LIGHT BROWN, SILTY GRAVEL WITH SAND, VERY DENSE, ~60% GRAVEL, ~40% SILTY SAND MATRIX, FILGC			>50			
	50/3"											
11												MODERATE DRILLING FROM 12' – 14'
12												
13												BIT GRINDING AT 14'
14												HARD DRILLING FROM 15' – 18'
15	28			BH1-5 2" SS	67	15'–16.5' 0"–6", DRY, GRAY, GRAVEL WITH SILT, VERY DENSE, FILGC. 6"–12", DRY, LIGHT BROWN/TAN CLAYEY GRAVEL WITH SAND, VERY DENSE, FRESHLY FRACTURED, FILGC			80			
	28											
16	33											
17												EASY DRILLING FROM 18' – 21'
18												
19												BIT GRINDING FROM 21' – 23'
20	17			BH1-6 2" SS	83	20'–21.5' 0"–15", DRY, LIGHT BROWN/GRAY/PINK, SILTY GRAVEL WITH SAND, VERY DENSE, ~60% GRAVEL, ~40% SILTY SAND MATRIX, FILGC			59			
	20											
21	30											

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CLIENT: **DAUNTLESS DEVELOPMENT**
SANTA MONICA, CALIFORNIA

PROJECT NAME: 50 S MILLWARD STREET | DRILL HOLE No. BH-1 | PAGE: 2 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		22												
		23												
		24												SMOOTH, EASY DRILLING FROM 24' – 35'
		25	3			BH1-7 2" SS	100	25'–26.5' 0"–18", DRY TO MOIST, BROWN/RED, SILTY CLAY WITH SAND, STIFF, PP=1.5–2.0 TSF			12			
		26	7 4											
		27												
		28												
		29												
		30	7	X		BH1-8 3" DM	100	30'–31' 0"–12", USCS CLASSIFICATION – CL–ML (SILTY CLAY WITH SAND)	27	21	14	97.5	24.1	
		31	13	X										
		32												
		33												
		34												
		35	33			BH1-9 2" SS	55	35'–36.5' 0"–2", SAA. 2"–10", DRY, BROWN/GRAY/TAN/YELLOW, SILTY GRAVEL WITH SAND, VERY DENSE, FILGC			>50			MODERATE DRILLING FROM 35'–45' WITH INTERMITTENT BIT GRINDING
		36	50/4"											
		37												
		38												
		39												
		40	31			BH1-10 2" SS	78	40'–41.5' 0"–14", DRY, BROWN/GRAY, SILTY SAND WITH GRAVEL, VERY DENSE, ~70% SILTY SAND, 30% GRAVEL, FILGC			75			
		41	36											
		42	46											
		43												
		44												

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CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PROJECT NAME: 50 S MILLWARD STREET | **DRILL HOLE No. BH-1** | PAGE: 3 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		45	30			BH1-11 2" SS	61	45'–46.5' 0"–6", MOIST, LIGHT BROWN, SILTY CLAY, MEDIUM STIFF, PP=0.75 TSF. 6"–11", DRY, TAN/YELLOW, GRAVEL WITH SAND, VERY DENSE, FILGC			>50			SMOOTH, MODERATE TO HARD DRILLING FROM 45'–51.5'
		46	50/5"											
		47												
		48												GROUNDWATER ENCOUNTERED AT 50'
		49												
		50	30			BH1-12 2" SS	67	50'–51.5' 0"–5", WET, GRAY, CLAYEY GRAVEL, DENSE, FILGC. 5"–12", DRY TO WET, BLACK/YELLOW, GRAVEL WITH SILT, HYDROCARBON ODOR			>50			BOTTOM OF BORING AT 51.5'
		51	36											
			50/4"											
		52						MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 50' (1.5"ø PVC, FLUSH MOUNTED) PVC FROM 0' TO 30' WITH BENTONITE CHIPS SCREENED PVC FROM 30' TO 50' WITH SILICA SAND FROM 28' TO 50' PIPE STICKUP = –0.5'						FINISHED DRILLING AT 3:30 PM
		53												
		54												
		55												
		56												
		57												
		58												
		59												
		60												
		61												
		62												
		63												
		64												
		65												
		66												
		67												

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CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PROJECT NAME: **50 S MILLWARD STREET**	**DRILL HOLE No. BH-2** PAGE: **1 OF 3**
DATE STARTED / FINISHED: **11/19/24**	DRILLER: **IME**
LOGGED BY: **TRENT McCAFFREY**	DRILL TYPE: **TRUCK-MOUNTED B57**
BOREHOLE LOCATION/ELEVATION: **SEE BOREHOLE LOCATION MAP**	HOLE DIAMETER: **8.5" O.D. HSA (HOLLOW STEM AUGER)**
	HAMMER TYPE: **140# AUTOMATIC**

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WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		1	12 12 12			BH2-1 2" SS	61	0'–1.5' 0"–2" DRY, GRAY/BLACK ASPHALT. 2"–3" DRY, GRAY, CRUSHED BASE AGGREGATE. 3"–11", DRY, BLACK/BROWN, SILTY CLAY WITH ORGANICS AND GRAVEL, VERY STIFF.			59			STARTED DRILLING AT 8:20 AM
		2												ASPHALT PARKING LOT ON NORTHWEST CORNER OF PARKING LOT.
		3	30 41 37			BH2-2 2" SS	78	2.5'–4.0' 0"–14", DRY, BROWN/BLACK/GRAY, SILTY SAND WITH ANGULAR GRAVEL, VERY DENSE, ~60% SILTY SAND, ~40% GRAVEL, FILGC			154			
		4												
		5												BIT GRINDING FROM 2.5'–20'
		6												
		7												
		8												
		9												
		10	15 43			BH2-3 2" SS	67	10'–11.5' 0"–12", DRY, GRAY/BROWN/BLACK, SILTY ANGULAR GRAVEL WITH SAND, VERY DENSE, ~60% GRAVEL, ~40% SILTY SAND MATRIX, FILGC			136			
		11	50											
		12												
		13												
		14												
		15												
		16												
		17												
		18												
		19												
		20	11			BH2-4 2" SS	83	20'–21.5' 0"–15", DRY, BROWN/BLACK/GRAY, SILTY SAND WITH ANGULAR GRAVEL, DENSE, ~60% SILTY SAND, ~40% GRAVEL, FILGC			42			HARD, SMOOTH DRILLING FROM 20'–30'
		21	16 19											

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CLIENT: **DAUNTLESS DEVELOPMENT**
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PROJECT NAME: 50 S MILLWARD STREET | **DRILL HOLE No. BH-2** | PAGE: 2 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		22												
		23												
		24												
		25												HARD, SMOOTH DRILLING FROM 21'–30'
		26												
		27												
		28												INTERMITTENT BIT GRINDING
		29												
		30	38			BH2-5 2" SS	89	30'–31.5' 0"–16", DRY, GRAY/BROWN/BLACK/RED, SILTY SAND WITH GRAVEL AND TRACE OF CLAY, VERY DENSE, 60% SILTY SAND, 40% GRAVEL, FILGC			>50			BIT GRINDING AT 31'
		31	43 50 4"											
		32												SMOOTH, HARD, SLOW DRILLING FROM 32'–45'
		33												
		34												
		35												
		36												INTERMITTENT BIT GRINDING TO BOTTOM OF BORING.
		37												
		38												
		39												
		40	20			BH2-6 2" SS	61	40'–41.5' 0"–11", DRY, GRAY/BROWN/BLACK/RED, SILTY SAND WITH GRAVEL AND TRACE OF CLAY, VERY DENSE, 80% SILTY SAND, 20% GRAVEL, FILGC			>50			
		41	50 4"											
		42												
		43												
		44												

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CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PROJECT NAME: 50 S MILLWARD STREET | **DRILL HOLE No. BH-2** | PAGE: 3 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		45	26			BH2-7 2" SS	61	45'-46.5' 0"-15", DRY, GRAY/BROWN/BLACK/RED, SILTY SAND WITH GRAVEL AND TRACE OF CLAY, VERY DENSE, 60% SILTY SAND, 40% GRAVEL, FILGC, HYROCARBON ODOR			54			BOTTOM OF BORING AT 46.5' NO GROUNDWATER ENCOUNTERED FINISHED DRILLING AT 1:07 PM
		46	31											
			32											
		47												
		48												
		49												
		50												
		51												
		52												
		53												
		54												
		55												
		56												
		57												
		58												
		59												
		60												
		61												
		62												
		63												
		64												
		65												
		66												
		67												

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

CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PROJECT NAME: **50 S MILLWARD STREET**	**DRILL HOLE No. BH-3** PAGE: **1 OF 3**
DATE STARTED / FINISHED: **11/19/24 - 11/20/24**	DRILLER: **IME**
LOGGED BY: **TRENT McCAFFREY**	DRILL TYPE: **TRUCK-MOUNTED B57**
BOREHOLE LOCATION/ELEVATION: **SEE BOREHOLE LOCATION MAP**	HOLE DIAMETER: **8.5" O.D. HSA (HOLLOW STEM AUGER)**
	HAMMER TYPE: **140# AUTOMATIC**

This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		1	4 2 4			BH3-1 2" SS	61	0'-1.5' 0"-2" DRY, GRAY/BLACK ASPHALT. 2"-3" DRY, GRAY, CRUSHED BASE AGGREGATE. 3"-11", DRY TO MOIST, DARK BROWN, SILTY CLAY TOPSOIL WITH SOME GRAVEL, STIFF, PP=2.0 TSF			15			STARTED DRILLING AT 1:30 PM ASPHALT PARKING LOT ON SOUTHWEST CORNER OF PARKING LOT.
		5	25 21 18			BH3-2 2" SS	72	2.5'-4.0' 0"-4", DRY, BROWN, SILTY SAND, DENSE. 4"-13" DRY, GRAY, SILTY GRAVEL WITH SAND, ~70% GRAVEL, ~30% FINES MATRIX, VERY DENSE, FILGC			67			SMOOTH, EASY DRILLING FROM 0'-5' BIT GRINDING FROM 5'-15' HARD DRILLING.
		10	24 25 31			BH3-3 2" SS	83	10'-11.5' 0"-15", DRY, BROWN/BLACK/YELLOW/PINK, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			83			INTERMITTENT BIT GRINDING BETWEEN 15'-20' HARD DRILLING.
		20	19 26 26			BH3-4 2" SS	72	20'-21.5' 0"-13", DRY, BROWN/BLACK/YELLOW/PINK, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			62			

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CLIENT: **DAUNTLESS DEVELOPMENT**
SANTA MONICA, CALIFORNIA

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		22												SMOOTH, HARD DRILLING FROM 21'-23'
		23												
		24		X		BH3-5 3" ST	33	24'-25' SHELBY TUBE DRIVEN 8 INCHES UNTIL REFUSAL DUE TO GRAVELS. 0"-8", DRY TO MOIST, BROWN, SILTY SAND WITH GRAVEL, ~80% SILTY SAND, 20% GRAVEL						SOFT, SMOOTH, EASY DRILLING FROM 23' - 24'
		25		X										
		26												BIT GRINDING FROM 25' - 28'
		27												
		28												
		29												
		30	38			BH3-6 2" SS	61	30'-31.5' 0"-11", DRY TO MOIST, BROWN, SILTY SAND WITH GRAVEL, ~80% SILTY SAND, ~20% GRAVEL, HARD			>50			SMOOTH, MODERATE DRILLING FROM 29' - 30'
		31	50 5"											BIT GRINDING AT 31'
		32												
		33												SMOOTH, HARD, DRILLING FROM 32'-40'
		34												
		35												
		36												
		37												
		38												
		39												
		40	43			BH3-7 2" SS	67	40'-41.5' 0"-12", DRY, BROWN/BLACK/YELLOW/PINK, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			FINISH DRILLING AT 40' ON 11/29/24 AT 4:30 PM
		41	50 3"											
		42												SMOOTH, HARD DRILLING FROM 40' - 50'
		43												
		44												

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CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PROJECT NAME: 50 S MILLWARD STREET | **DRILL HOLE No. BH-3** | PAGE: 3 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		45												STARTED DRILLING ON 11/20 AT 7:00 AM
		46												
		47												BOTTOM OF BORING AT 51.5'
		48												
		49												GROUNDWATER ENCOUNTERED AT 50'
		50	50 5"			BH3-8 2" SS	61	50'–51.5' 0"–5", SATURATED, DARK GRAY, FINE GRAVEL WITH SAND, VERY DENSE, 70% GRAVEL, 30% SAND, HYDROCARBON ODOR			>50			FINISHED DRILLING AT 9:15 AM
		51												
		52						MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 50' (1.5"ø PVC, FLUSH MOUNTED) PVC FROM 0' TO 30' WITH BENTONITE CHIPS SCREENED PVC FROM 30' TO 50' WITH SILICA SAND FROM 28' TO 50' PIPE STICKUP = –0.5'						
		53												
		54												
		55												
		56												
		57												
		58												
		59												
		60												
		61												
		62												
		63												
		64												
		65												
		66												
		67												

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

CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

PROJECT NAME: **50 S MILLWARD STREET**	**DRILL HOLE No. BH-4** PAGE: **1 OF 3**
DATE STARTED / FINISHED: **11/20/24**	DRILLER: **IME**
LOGGED BY: **TRENT McCAFFREY**	DRILL TYPE: **TRUCK-MOUNTED B57**
BOREHOLE LOCATION/ELEVATION: **SEE BOREHOLE LOCATION MAP**	HOLE DIAMETER: **8.5" O.D. HSA (HOLLOW STEM AUGER)**
	HAMMER TYPE: **140# AUTOMATIC**

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DEPTH (FT)	SAMPLES DRIVE	SAMPLES UNDISTURBED	SAMPLES BULK	SAMPLE ID	RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
0	2			BH4-1 2" SS	67	0'-1.5' 0"-12", DRY TO MOIST, DARK BROWN, SILTY CLAY TOPSOIL WITH GRAVEL, MEDIUM STIFF			17			STARTED DRILLING AT 11:08 AM
1	3											
	4											FLAT, GRASSY, LANDSCAPED LAWN ON NORTHEAST CORNER OF LOT.
2												
3												
4												
5												SMOOTH, EASY DRILLING FROM 0'-2.5'
6												
7												
8												
9												
10	14			BH4-2 2" SS	89	10'-11.5' 0"-16", DRY, BROWN/GRAY/WHITE/PINK/TAN, SILTY GRAVEL WITH SAND, ~80% GRAVEL, ~20% SILTY SAND MATRIX, VERY DENSE, FILGC			107			BIT GRINDING FROM 2.5'-23' HARD DRILLING.
	28											
11	45											
12												
13												
14												
15												
16												
17												
18												
19												
20	12			BH4-3 2" SS	61	20'-21.5' 0"-11", DRY, BROWN/GRAY/WHITE/PINK/TAN, SILTY GRAVEL WITH SAND, ~65% GRAVEL, ~35% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			
	27											
21	50/4"											

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

CLIENT: **DAUNTLESS DEVELOPMENT**
SANTA MONICA, CALIFORNIA

PROJECT NAME: 50 S MILLWARD STREET | **DRILL HOLE No. BH-4** | PAGE: 2 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		22												
		23												
		24												SOFTER MATERIAL WITH INTERMITTENT GRINDING DUE TO GRAVELS FROM 23' – 35'
		25	12	X		BH4-4 3" DM	100	25'–26' 0"–12", DRY TO MOIST, BROWN, GRAVELLY SILT WITH SAND AND CLAY, ~50% SILT/SAND/CLAY, ~50% GRAVEL, DENSE/HARD			31			
		26	31	X										
		27												
		28												
		29												
		30	13			BH4-5 2" SS	61	30'–31.5' 0"–3", DRY, LIGHT BROWN, SILTY CLAY, PP=1.0 TSF STIFF			31			
		31	21					3"–11", DRY, BROWN/RED/GRAY/WHITE, SILTY GRAVEL WITH SAND, DENSE						
		32	10											
		33												
		34												
		35	31			BH4-6 2" SS	100	35'–36.5' 0"–18", DRY, GRAY/WHITE/BROWN, PULVERIZED GRAVEL WITH SILT AND CLAY, ~80% GRAVEL, ~20% SILTY CLAY MATRIX, VERY DENSE, FILGC			74			
		36	38											BIT GRINDING FROM 36' – 38'
		37	41											
		38												
		39												
		40	32			BH4-7 2" SS	94	40'–41.5' 0"–17", DRY TO MOIST, GRAY/WHITE/PINK/BROWN/GOLD, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			
		41	40											SMOOTH, HARD DRILLING FROM 39' – BOTTOM OF BORING
		42	50/4"											
		43												
		44												

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

CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

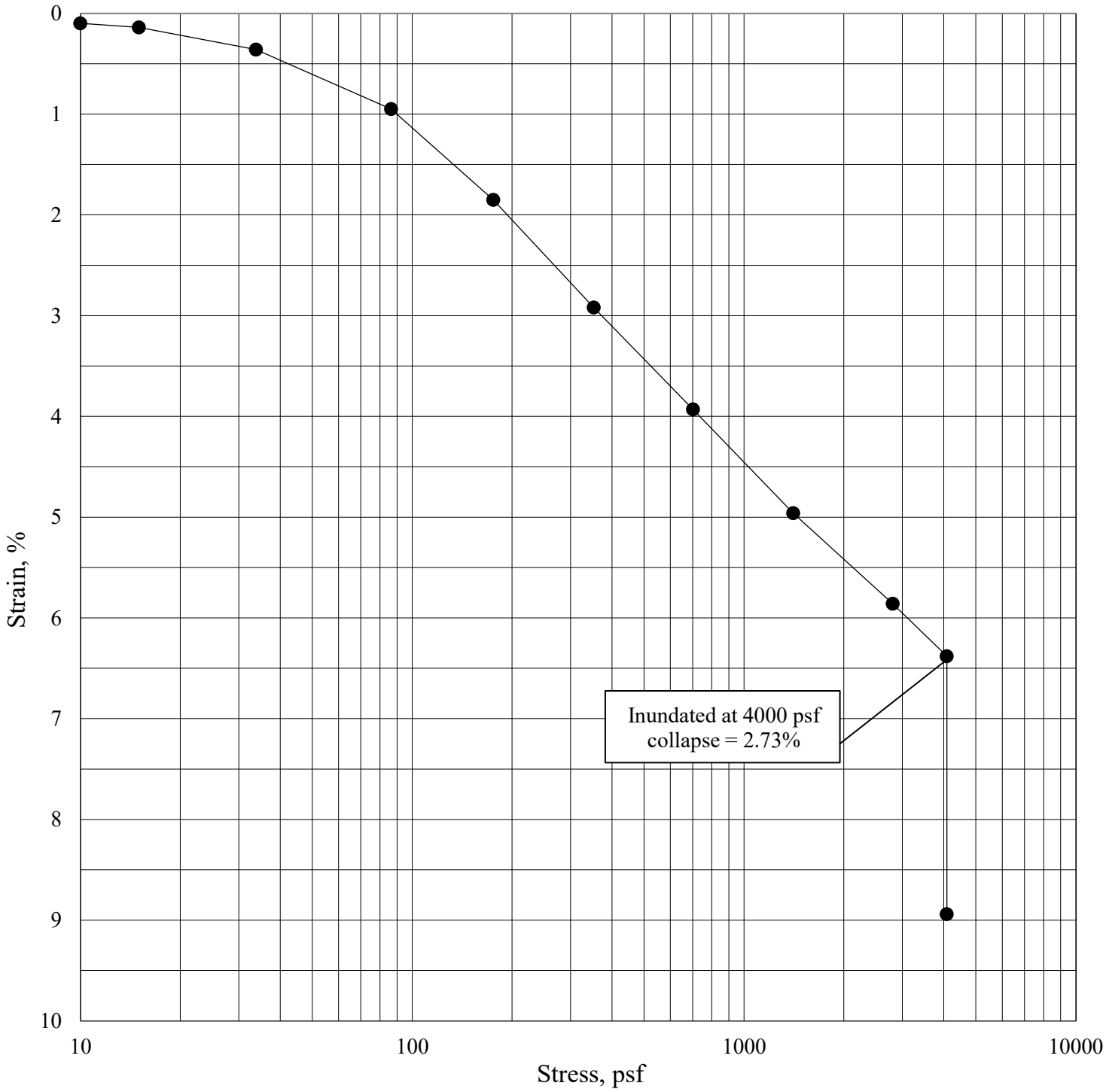
PROJECT NAME: 50 S MILLWARD STREET | **DRILL HOLE No. BH-4** | PAGE: 3 OF 3

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES: DRIVE	SAMPLES: UNDISTURBED	SAMPLES: BULK	SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
		45–67	50 5"			BH4-8 2" SS	33	49'–50.5' 0"–6", DRY TO MOIST, GRAY/WHITE/PINK/BROWN/GOLD, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			BIT GRINDING AT 49' BOTTOM OF BORING AT 49.5' NO GROUNDWATER ENCOUNTERED. FINISHED DRILLING AT 2:00 PM CAVE–IN AT 29'

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

CLIENT: DAUNTLESS DEVELOPMENT
SANTA MONICA, CALIFORNIA

LABORATORY RESULTS



				Initial Dry Density (pcf)	Initial Moisture Content (%)
Boring No.	BH1-8	Depth:	30.5 ' - 31.0 '	**97.5**	**24.1**
Sampled By:	AP/NE	Date Received:	12/11/24		

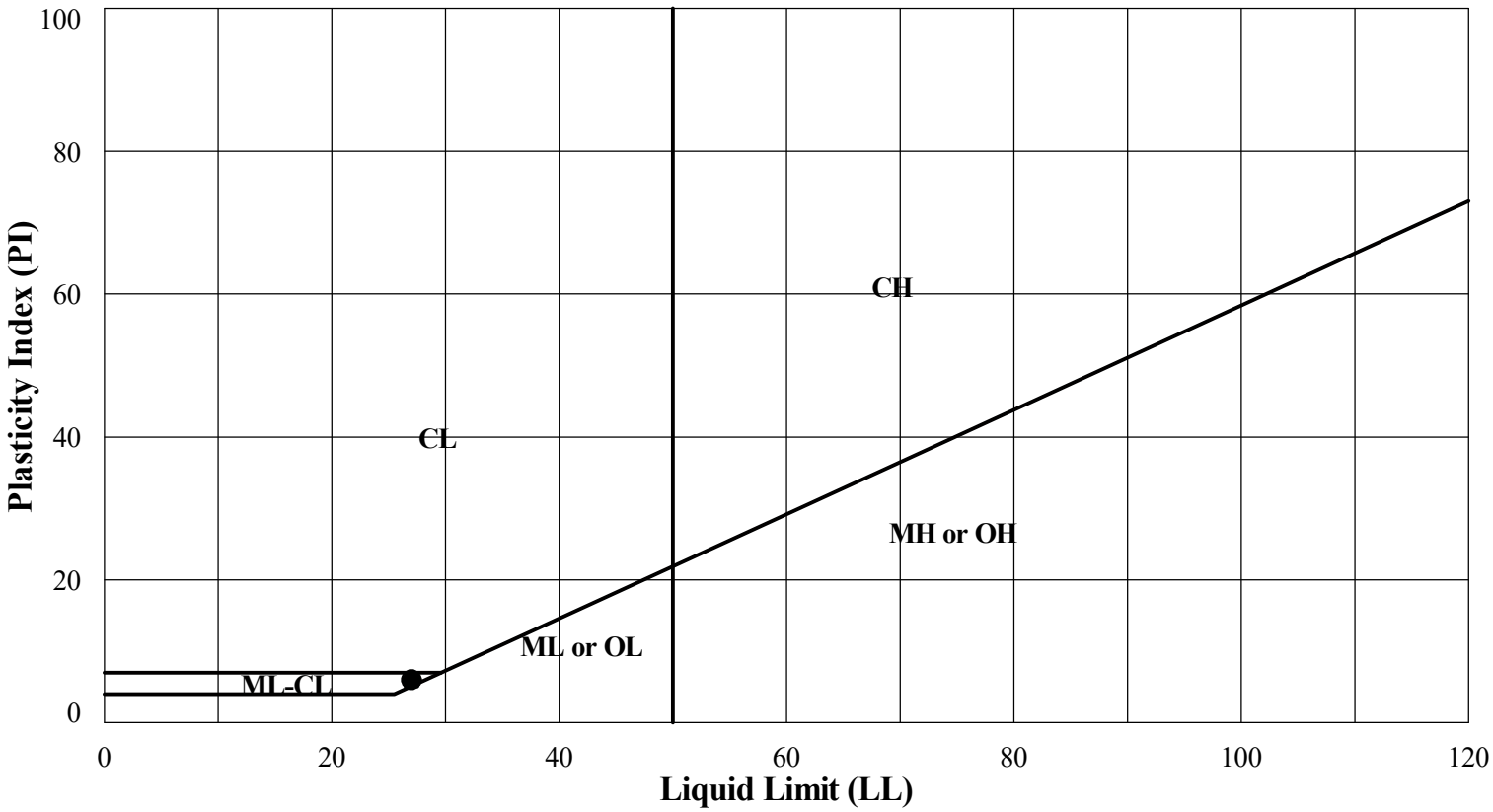
Soil Description: Silty clay (CL- ML) with sand, slightly plastic, trace gravel and pinholes, brown, wet, medium

12/23/24

SK GEOTECHNICAL
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

Consolidation/Swell Test

SK Project Number: 08-2506L
Nelson Project Number: 23-414-02
50 S Millward St Hotel
Jackson, Wyoming



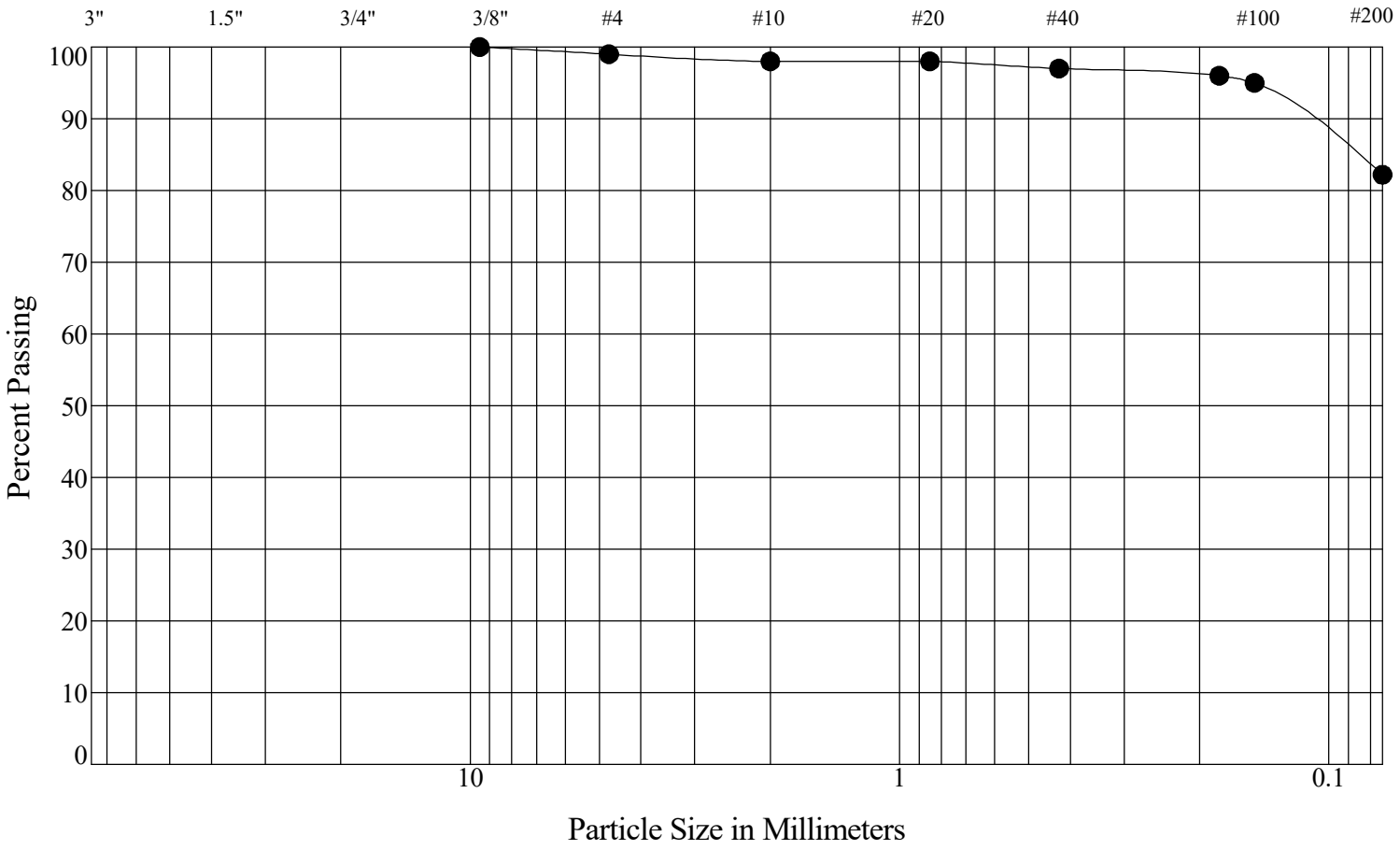
Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	BH1-8	CS	30.5'-31.0'	27	21	6	82.2	24.1%	CL-ML

SK GEOTECHNICAL
2511 Holman Avenue
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

Atterberg Limits Tests

Project Number: 08-2506L
23-414-02 50 S Millward St Hotel
Jackson, Wyoming

12/16/24



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	99	98	98	97	96	95	82.2

Sample: BH1-8
Sample No.: CS
Depth: 30.5'-31.0'

Date Received: 12/11/24

Liquid Limit:	27
Plastic Limit:	21
Plasticity Index:	6
Classification:	CL-ML
Moisture Content:	24.1%

Percent Gravel: 1.0
Percent Sand: 16.8
Percent Silt + Clay: 82.2
ASTM Group Name: SILTY CLAY with SAND

SK GEOTECHNICAL
2511 Holman Avenue
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

Sieve Analysis

Project Number: 08-2506L
23-414-02 50 S Millward St Hotel
Jackson, Wyoming

12/16/24

SERVICE ELEVATOR AND SERVICE LOBBY SERVE BOTH HOTEL AND RESIDENTIAL FOR TRASH AND BIKE PARKING

STAIRWAY SERVE BOTH HOTEL AND RESIDENTIAL

NEIGHBORING PROPERTY

150'-0"

140'-0"

20'-0"

+0'

PROPERTY LINE

SETBACK LINE (5'-0")

5'-0"

TRANS/ELEC.

STAIR 185 SF

MEP 19 SF

CHUTE

SERV.LOBBY 96 SF

SERVICE ELEV. 93 SF

LOADING TRUCKS PARK AT ALLEY TO LOAD

LIGHT WELL

+4'

STAIR

BIKE STORAGE 89 SF

BAKERY 133 SF

RESI. ELEV. LOBBY 270 SF

RESI. ELEV. 71 SF

STACKED BIKE RACKS

5'-1" 2'-6"

SETBACK LINE (5'-1")

5'-1"

CANOPIES

2'-6"

SECOND LIFT TO PROVIDE REDUNDANCY. EXIT INTO THE ALLEY.

ALLEYWAY

ENTRY LIFT, ACCESSIBLE LOADING, ENTRY OFF MILLWARD

SOLID WALL OR SCREEN DIVIDING THE ALLEY TRAFFIC FROM THE VALET LOADING TRAFFIC

UP TO 4 QUEUING SPACES FOR VALET ENTRY

OPEN TO HOTEL MAIN LOBBY BELOW

PASSENGER ELEV.

ELEV. LOBBY 110 SF

STAIR 185 SF

UP

91'-9"

100'-0"

W. PEARL AVENUE

6'-0" 5'-0"

REQUIRED FRONTAGE FROM BACK OF CURB FOR TREE IN GRATE

13'-6"

PEDESTRIAN FRONTAGE

PEDESTRIAN FRONTAGE

13'-6"

6'-0" 5'-0"

REQUIRED FRONTAGE FROM BACK OF CURB FOR TREE IN GRATE

TREE IN GRATE

3 STREET PARKING SPACES - PROPOSE (3) 15 MINUTE PUBLIC LOADING SPACES

30'-0"

NEW CURB CUT - ENTRY TO MAIN CAR LIFT OFF MILLWARD. REDUCTION IN STREET PARKING TO 3 SPACES. PREFERENCE FOR 3 PUBLIC 15 MIN LOADING SPACES

S MILLWARD STREET

- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL
- ADA ACCESS PATH

HOTEL

JACKSON, WY

ALTERNATIVE DESIGN FLOOR PLAN - STREET LEVEL

N

0 16' 32'

SCALE: 1" = 16'

Architecture. Design. Relationships.

ALT 12

Scale 1" = 16'-0"

JACKSON HOLE CONSERVATION ALLIANCE

July 28, 2025

Dear Mr. Mayor, Town Councilors and Ms. Page,

Subject: Opposition to the Proposed 50 Millward Hotel Development

Thank you for the opportunity to comment on the proposed redevelopment at 50 Millward Street. The Jackson Hole Conservation Alliance strongly urges you to deny this sketch plan proposal. While some increased intensity may be appropriate given the site's location and zoning, the current proposal represents a dramatic overreach that conflicts with both the intent and spirit of the Comprehensive Plan and Land Development Regulations (LDRs).

At the heart of the concern is the proposed use of three levels of exempt basement floor area. The LDRs were clearly written with a single level of basement in mind, with the purpose of reducing visible building mass - not to enable unchecked underground intensification. Approving multiple levels of underground development sets a dangerous precedent that undermines the entire framework of our development standards, and opens the floodgates for excessive intensification across Town.

If the goal of the LDRs and the Comprehensive Plan is to guide thoughtful, balanced growth, then this project fails that test. It does not ask *what is appropriate* for this site or this neighborhood, it simply asks *what is possible* under a narrowly interpreted loophole. How many lodging units would this developer be able to build if they were limited to one level of underground parking, as was clearly contemplated by the drafters of the LDRs?

The Town Council not only has the authority, but the obligation, to interpret the LDRs in a way that upholds their stated purpose and intent. The foundational principle of land use law is that regulatory interpretation must align with the legislative body's intent, particularly when ambiguity exists or where an application would lead to outcomes that contradict the spirit of the law.

As stated in Division 1.3 of the LDRs, the express purpose of the regulations is, “to implement the community’s vision outlined in the Comprehensive Plan.” This vision is centered on managing growth responsibly, protecting community character, and ensuring development is compatible with neighborhood context and environmental constraints.

Allowing multiple levels of exempt basement floor area, particularly when used to support commercial intensification far beyond surface development limits, directly undermines those goals. This is not a technicality, it is a fundamental breach of the growth management framework the community has adopted.

There is no language anywhere in the LDRs suggesting that multiple levels of underground construction should be exempt, and critically, no framework exists in the LDRs for regulating such levels. If the exemption was intended to apply to multiple levels, the LDRs would define how many levels are permitted; they would set limits on the type or amount of exempted use (e.g., parking, mechanical, or habitable space); and they would establish parameters for evaluating impacts from excavation, groundwater, or infrastructure. They do none of these because **the intent was clearly limited to one level of exempt basement floor area.**

Courts and governing bodies interpreting land use ordinances are guided by the principle of “harmonious construction” — meaning that provisions must be read in a way that gives effect to the whole regulation and avoids absurd or unintended results. An interpretation that allows developers to stack multiple floors underground, increasing intensity without limit, creates precisely the kind of loophole that undermines the entire structure of the LDRs.

Under Wyoming land use law and standard municipal practice, the Town Council has both the authority and the obligation to interpret ambiguous or incomplete provisions of its land use code in a manner that reflects the legislative intent; upholds the goals of the Comprehensive Plan; and avoids unintended consequences. When interpreting an ordinance, the primary consideration is to determine the intent.

There is no legal requirement to accept a purely technical interpretation that would defeat the purpose of the code. In fact, allowing such interpretation may be arbitrary or

capricious if it results in outcomes that contradict the stated objectives of growth management, environmental protection, or neighborhood compatibility.

We urge the Town Council to affirm this interpretation and ensure that future development remains consistent with the Comprehensive Plan and the true intent of Jackson's land use policies.

Beyond the excessive underground intensity, this proposal seeks to further expand its footprint by placing valet operations, queuing, and parking in the public right-of-way. This is an unacceptable burden on the community and violates the basic tenet that private development must operate within private bounds. We urge you, do not set the precedent for public space to subsidize private overdevelopment.

This project is not just out of scale, it is out of step with community values. At a time when Jackson is already grappling with traffic congestion, housing affordability, and water quality degradation, this proposal adds pressure rather than relieving it. If approved, it will not be the last such proposal; it will become the new benchmark. The cumulative impact of intensifying land use through loopholes will be deeply felt by our neighborhoods, natural resources, and infrastructure.

The environmental risks are also serious. Excavation of this depth introduces serious potential for groundwater contamination. As Protect Our Waters JH clearly outlined in their July 24, 2025 comment letter to you, which we fully support, the risk of introducing hydrocarbons or other contaminants into the aquifer during deep excavation is significant. Additionally, construction site dewatering in this sensitive location presents further hazards to groundwater quality - a risk we cannot afford.

If this process proceeds to the Conditional Use Permit (CUP) stage, it must require rigorous and transparent analysis and mitigation of all community impacts, including environmental, traffic, emergency services, housing, and parking. Robust analysis and meaningful mitigation measures must be central to the CUP process if it is to fulfill its intended purpose. Anything less would violate the spirit of the CUP and betray the community's expectation that growth be guided by balance, responsibility, and public interest.

Jackson cannot afford to gamble with its water, its character, or its future. We urge the Town Council to uphold the intent of the Comprehensive Plan and LDRs, to prioritize environmental stewardship, and to prevent precedent-setting intensification through excessive underground development.

We respectfully urge the Town Council to deny the 50 Millward Hotel proposal as currently designed, or require substantial redesign and reduction in intensity to reflect the intent of the LDRs, the CUP process, and the Jackson - Teton County Comprehensive Plan.

Sincerely,



Amy Kuszak
Community Planning Director

Thursday July 24, 2025

Protect Our Water Jackson Hole

Katelyn Page
Associate Planner, Town of Jackson
150 E Pearl Avenue
Jackson, WY 83001

Re: P25-007 and P25-046: Sketch Plan and Conditional Use Permit for a 3-story mixed use development at 50 S. Millward Street

Dear Ms. Page,

On behalf of Protect Our Water Jackson Hole (POWJH), I am happy to provide comments on the above-referenced development proposal. POWJH is a nonprofit organization dedicated to serving as a powerful advocate and catalyst to protect and restore Teton County's water resources. We were a key partner in the development, and now implementation, of the Teton County Water Quality Management Plan (WQMP) and have long been invested in scientific research, education and outreach, advocacy, and collaborative efforts all designed to ensure that the water resources which allow our community to exist and thrive in the Snake River Headwaters watershed remain healthy in the face of persistent pressures from development, climate, and other anthropogenic activities.

In this spirit, POWJH has reviewed the application and staff packet for the above-referenced project and has the following questions and comments to help guide the upcoming development review process:

- This project is located within the Flat Creek watershed in the Town of Jackson. Flat Creek, a Class 2AB waterbody in Wyoming, is an important waterway 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 Appendix C-6, the WQMP produced several important maps which depict areas throughout our valley where our aquifer is sensitive (an evaluation of natural hydrology) and vulnerable (natural hydrology combined with potential contamination from human activities). This project site falls within Aquifer Protection Zone 1 and Source Water Protection Zone 2. Aquifer Protection Area 1 is based on a *very high vulnerability*

delineation, based upon impacts from shallow wastewater systems, land use, and known and potential contaminant sources. Source Water Protection Zone 2 establishes an attenuation zone, meant to be protective of contact with pathogenic microorganisms which could emanate from a septic system or similar that might be located close to the well. The extent of the zone is meant to provide an emergency response time to begin or complete an active cleanup should a chemical contaminant be introduced into the aquifer near or upgradient of the wellhead. In other words, this location is part of an area which supplies drinking water to the Town of Jackson and has the least amount of buffer capacity to handle contaminants entering the groundwater.

- With the above in mind, dewatering, which will likely be necessary to construct this building at this site, is concerning. The documents we were able to review do not provide adequate information relating to the development's potential impacts to groundwater. As such, we have the following questions: How deep is the year-round groundwater in relation to the proposed basement? Would any dewatering need to occur? If so, how many gal/day? How would it be treated? Where would it be released back into the environment?
- Lastly, the staff report describes the remediation status of the past benzene contamination at this location. Despite the chance for contacting contaminated soils to be "near zero," what assurance can be provided by the applicant that an appropriate remediation process would occur if contamination was discovered?

The Town's recent decision to limit groundwater use for irrigation hints at a broader question: Is our community's water use reflective of the carrying capacity that our aquifer can support? It is critical that, with this and future development proposals, water use and potential impacts to groundwater (drinking water resources) are included as baseline considerations when evaluating proposed projects.

POWJH is grateful for the opportunity to provide comments on this project. We look forward to a dialogue with you and the rest of the staff and stakeholders involved with the evaluation of this project. Only through robust dialogue and analysis can we ensure an outcome that works for our community and our environment.

Thank you for your time, consideration, and hard work in service of our community.

Sincerely,



Matthew Bambach
Water Resources Program Manager
Protect Our Water Jackson Hole

Date: August 20th, 2025

Subject: P25-007 50 S Millward Hotel Trip Generation Memorandum Transportation Comments

Dear Town of Jackson Planning Department,

The Joint Town of Jackson/Teton County Transportation Manager and Travel Demand Management Coordinator have reviewed the 50 S Millward Hotel Trip Generation Memorandum with Preliminary Traffic Counts and appreciate the opportunity to give input before the more comprehensive Traffic Impact Study is completed.

We offer the following comments:

1. Operations of valet service with regards to the one-way west-only alleyway, garage entrance, and traffic circulation need additional detail and consideration in trip generation calculations.

The trip generation memorandum lacks detail regarding the route operations of the valet service and how trip generation was calculated for the valet operation. The updated floorplans with a curb cut and garage entrance on Millward involves a simple right turn into the garage for valet operations when a vehicle is dropped off with the valet. However, an operational issue is present during vehicle pickup from the valet in that an additional trip around the entire block may be necessary. Unless the intention is for guests to load at the apron of the garage or the alleyway, the vehicle will have to circle the entire block - exiting the alleyway westbound, turning north on Millward, east on Broadway, south on Glenwood, west on Pearl, north on Millward - to return to the proposed Millward northbound valet spaces. This will add up to twice as many trips as those included in the Trip Generation Memorandum.

Note that it is not acceptable for vehicles to block the sidewalk, so a loading area under the canopy of the garage may be needed for valet pick-up to avoid a trip around the block. Furthermore, staff recommend fee-in-lieu for Dauntless's proposed exclusive use of the public right-of-way if valet parking for the garage stacking system is requested.

2. Level of Service ("LOS") calculations are not included for the Millward and Broadway signalized intersection.

The two stop-controlled intersections analyzed at length in this Trip Generation Memorandum with Level of Service ('LOS') calculations are Glenwood & Pearl and Millward & Pearl. The Glenwood & Pearl intersection is not adjacent to the site access on Millward. Per the Memorandum, "In practice, the proposed entrance and exit locations place all... trips onto Millward Street between the Pearl and Broadway intersections" with "a split of 80% traffic added to the northern intersection and 20% to the southern intersection." That northern intersection absorbing 80% of this site's traffic is Millward and Broadway, a signalized intersection within the WYDOT right-of-way ("ROW"). The Memorandum states "please note that LOS was not computed for the signalized intersections for the purposes of this Memo" but goes on to state "despite the potential net increase, the signalized

intersection with an (estimated) existing and proposed LOS of B also does not appear to warrant a significant physical traffic mitigation measures [sic] such as addition of a turn lane." It is unclear how this conclusion is made when LOS was not computed for this intersection.

Reasoning for the omission of LOS calculations for the intersection handling 80% of the site's traffic needs to be included. Please address this in the upcoming Traffic Impact Study. Furthermore, WYDOT will be making stormwater and ADA improvements along Broadway between Millward and Cache in 2026 or 2027, in partnership with the Town of Jackson. Please include Town of Jackson Public Works and Transportation staff in conversations with WYDOT related to traffic impacts at the Millward and Broadway intersection. It may be appropriate for Dauntless Development, LLC to be added as a party to the cooperative agreement, or alternatively, for the Town to establish a separate development agreement, to account for the impacts of the proposed development on the intersection.

3. Millward Street is currently designated by the Town as a truck route. In the upcoming Community Streets Plan ("CSP"), Millward is designated as a collector street type tasked with handling minor truck traffic.

The Traffic Impact Study for this site should address existing and future large vehicle traffic on Millward, and the Town of Jackson may have additional traffic counts to support this analysis. Collector streets, as Millward is identified in the CSP, are to be designed for safe speeds and consistent traffic flows. Site improvements to the public ROW and site frontage along Pearl Street and Millward Street should be designed under guidance from the CSP. Please coordinate with Brian Schilling, Pathways Coordinator, BSchilling@tetoncountywy.gov, regarding direction from the CSP.

Thank you for the opportunity to comment. We anticipate these concerns will be addressed when the full Traffic Impact Study is completed; we do not need a response to these concerns related to this Trip Generation Memo, as our understanding is that the Density Study will inform the next phase of sketch planning. We are available for questions.

Miles Contreras

MContreras@tetoncountywy.gov

307-732-8650

Charlotte Frei

CFrei@tetoncountywy.gov

307-732-8498



Image Source: Miles Contreras 8/18/2025. The alleyway adjacent to the site is designated westbound.

PERMIT NOTES

Report Run On: Thursday, 10 April 2025 09:07

Permit # P25-007 **Parcel # :** 22-41-16-33-1-02-005

Site Address: 50 S MILLWARD STREET

Project Name: 50 S Millward - Sketch Plan

Note Type	Text	Created By	Begin Date	End Date
GENERAL	see attachment	KPAGE@JACKSONWY.GOV	04/09/25	4/9/25
GENERAL	Please see the attached document for Engineering comments.	IJIMENEZ@JACKSONWY.GOV	04/03/25	
CONDITIONS	1. Follow the Teton County Draft Impact Study and Traffic Demand Management Guidelines These guidelines reflect best practices, community priorities, our Comprehensive Plan, and direction from elected officials. They provide a consistent starting point for development applicants. As touched on in the Planning Departments pre-application meeting comment on bike parking, Millward Street is currently a designated bike route in the Towns bike network. Construction of a bike lane is a mitigation measure described in the guidelines. This project is above the Major Project threshold of 30 net new trips in the peak hour, and the developer should plan to submit appropriate documentation and future monitoring to staff per the guidelines for a major project. 2. Evaluate the need for using the Town ROW on Millward St for valet loading spaces: The project narrative states that the project provides 2 new public parking spaces and 2 valet loading spaces along Millward which will be an added benefit to the community. Use of public right-of-way as a private valet facility is of debatable benefit to the community. If the public right-of-way is the developers preferred site for this facility, they should anticipate that a shared-use or fee agreement will be negotiated with the town.	MTIPPETTS@JACKSONWY.GOV	03/28/25	3/28/25
GENERAL	Maximum Allowed Floor Area Ratio (FAR) Max FAR exceeded Based on floor area calculations conducted by staff, it appears the proposed structure exceeds the allowed FAR (1.3) due to the manner stairs, elevator, and shared floor area are calculated. The applicant is attributing floor area as exempt under 2:1 bonus and/or deed restricted housing (LDR Secs. 7.8.3 and 7.8.4) that does not qualify for those exemptions. Staff estimates the current project exceeds allowed FAR by 1000-2000sf (approx.). At Development Plan submittal, revise floor plan and FAR calculations not to exceed 1.3 FAR allowed in the DC-2 zone. Applicant must show reasonable justification that shared floor area (ex: MEP that is used for both lodging and residential uses) directly supports functions	KPAGE@JACKSONWY.GOV	03/28/25	3/28/25

of the residential exempt floor area. Retail units, back of house, and amenity space for lodging may not be attributed to exempt floor area.
Floor area calculations habitable vs. nonhabitable floor area FAR accounts for amount of above ground habitable floor area. It appears applicant has included some nonhabitable floor area in current tabulations (ex: transformer and loading/trash areas). At Development Plan submittal, ensure FAR calculation tabulates only applicable above ground habitable floor area based on definitions and rules of measurement in LDR Sec. 9.5).
Floor area calculations stairs Every other level of stairwells shall be included toward all floor area calculations. Stairs serving only hotel portion of property should not be included in residential calculations. Stairs accessing residential and hotel portion of property may be split proportionally.
Floor area calculations elevators Elevator floor area shall be counted once at street level toward floor area calculations.

Massing/scale/setbacks
Building setbacks (Primary and Secondary Street) As architectural encroachments (i.e. window wells) are not permitted in the DC-2 zone, window wells may considered plane of the building in terms of setback measurements. Staff notes that it is the intent of various lot, bulk and form based standards to pull the building faade (rather than below grade window wells) toward the pedestrian frontage).
Building setback (side interior North and East) At Development plan submittal, revise plans to meet side interior building setback of 0or 5. For north elevation (alley), see comment above regarding window wells. It appears portions of north elevation L1-3 do not meet setback of 0 or 5 due to slight inset/jogs. For north elevation (alley), no portion building may encroach beyond property line and into alley, including canopies, window elements etc. It is currently unclear on plans if canopy or window decorative elements encroach alley. Revise as necessary.

For east elevation (side interior), no portion of the structure apart from balconies, currently meet the building setback of 0or 5. Based on conversation with applicant, it is staff understanding that exceeding 5 setback is intentional in order to accommodate some aspect of IBC. If this is the case, applicant shall state the specific reason for not meeting the required setback and may consider applying for Administration Adjustment process (LDR Sec. 8.8.2) which may be used to adjust structure setbacks up to 20%. An admin. adjustment process may be reviewed in conjunction with development plan.
Street Faade width % - It appears that the building does not meet required 2nd story street faade width in primary street setback range if Millward is considered the primary street for this form based standard. Based on cross section provided on Arch. Planset sheet 17, and

PERMIT NOTES

calculation provided by applicant, the 2nd story width in primary street setback range is approximately 99 where 120 is required (80% of 150 lot). Clarify how applicant considers this % requirement is met. Split levels add complexity to this measurement. Staff is open to considering Millward secondary street and Pearl primary street for this form base standard. Discuss with staff prior to submittal of development plan. At Development Plan submission, revise for compliance with LDR Sec. 2.2.15.B.2 (Bulk Standards Street Faade).

Canopies Current canopy designs visible in renderings are not clearly shown on architectural plans. At Development Plan submittal, provide design details for all proposed canopies including dimensions and extent of encroachment (if any). Encroachment agreement are likely required for any canopy elements in pedestrian frontage or property lines and can be considered alongside Development Plan review with more precise measurements.

Basement At Development Plan submission, revise for compliance with basement definition (LDR Div. 9.5) to show noted height measurement less than four feet above finished grade. rather than max 4 feet. Staff notes that the infographic and text for basement definition in LDRs conflict and Where the text of these LDRs and examples or images may conflict, the text shall govern. (LDR Sec. 1.6.3)

Building Height - At Development Plan submission, show compliance with LDR Sec. 9.4.9.C (Building Height Exceptions) for any rooftop elements including stair and elevator overruns, deck furniture, and roof railings. Include dimensions.

Third story stepbacks Current proposal does not appear to meet required third story stepback due to transparency of railing elements (brick parapet). At Development Plan submission, show compliance with LDR Sec. 9.4.12.B
(Stepback Encroachments). Specifically, brick railing on 3rd floor rooftop (SW corner and along

S. Millward frontage) does not meet required encroachment transparency. Additionally, canopies over the rooftop in stepback may not exceed more than 3 into the stepback. Please provide dimensions or canopy encroachments in stepback and for railing transparency.

Bike alcove At Development Plan submittal, proposed bike alcove currently shown along secondary street frontage shall be screened consistent with direction from DRC.

Site Development / Pedestrian Frontage / Bike Pathway

Prior to planning commission review of sketch plan, applicant shall confirm what dashed line on arch. planset page 12 (shown connecting building entrances) references. Staff is currently unable to determine if this is intended to reference egress, canopy design, or other aspect of the physical structure.

PERMIT NOTES

It is unclear how ADA accessible path from the automated vehicle lift to building entrance(s). At Development Plan submittal, revise plans to show compliance.

Alley along northern property line is one way westbound traffic. It appears some site plan sheets (Arch. planset page 7 and 12) show vehicle movements going against the existing one-way traffic pattern. At Development Plan submittal, revise planset across all disciples to show one way alley and remove all west to east vehicle paths shown against the existing one-way traffic.

Street trees located near bulb out (SW) should be located within the 5 furnishing strip inline with other street trees and not within the bulbout portion of frontage. Revise for development plan submittal.

On street parking Clarify number of on street parking spaces proposed. Civil site plan shows on street parking along W Pearl but architectural site planset pages do not. At development plan revise for consistency across all disciplines.

Vehicle and Bicycle Parking

Valet 15min onstreet parking request Complete reserve/private use of onstreet space in PROW is not an option, however, applicant may request that Council designate various spaces to be designated as 15min and open to other public use.

EV parking is calculated based on onsite provided vehicle parking spaces. Staff notes that capable and installed EV spaces are additive meaning 5% install spaces is in addition to the 30% capable spaces. At Development plan submittal, revise plans to include updated calculation and show location of EV installed/capable spaces per LDR Sec. 6.2.2.F (Required EVSE)

Bicycle Parking - Arch. planset page 6 reference 10 bicycle parking spaces on street but these are not shown on site plan. At Development Plan submittal, revise plans to show any proposed bicycle parking within the 5 furnishing zone (typically in between street trees).

Bicycle parking amount At Development Plan submittal, revise bicycle parking amount calculation per LDR Sec 6.2.2.D (Required bicycle parking). Show calculations for amount required and short-term vs long-term splits.

Bicycle parking dimensions At Development Plan submittal, revise plans to confirm required short term and long term bicycle parking meets dimensions/installation standards required of LDR Sec. 6.2.2.D.2 (bicycle parking standards and installation) including required accommodations larger and alternative bicycles. If bike parking is proposed on an automated lift palette, show this on planset.

Other Building Design Considerations

IWUI compliance reiteration Staff recommend condition of approval that, with Development Plan submittal, applicant shall include a preliminary WUI application review of the

PERMIT NOTES

proposed development conducted by the Jackson/Teton County Fire Dept to ensure the applicant understands implications of IWUI on proposed design.
Utility standards reiteration - Based on Dept. Review feedback from Lower Valley Energy regarding transformer location currently shown in an enclosed space, with development plan submittal the applicant shall confirm that updated design addresses clearance/enclosure issues noted by LVE.

Transportation
Bicycle Path Infrastructure (in consultation with Pathways Director) - Millward corridor is currently identified for future bike infrastructure improvements as part of the Community Pathways Plan and Towns bike network. Additionally, the Millward-Pearl intersection was the site of a bicyclist fatality. Staff is considering a potential requirement for pathways infrastructure at the site which better supports community pathways goals. Staff feels proposed redevelopment is an appropriate time to explore alternative site designs and identification of opportunities to achieve the desired future character for the site in terms of pathways infrastructure. Prior to Development Plan submittal, applicant shall meet with Pathways and Planning staff to explore design and implementation of bicycle path infrastructure adjacent to the property (Millward frontage). Design considerations will need to sync with bulbout design.
TIS See comments regarding TIS with CUP P25-046. Transportation studies and mitigation shall be conducted as part of CUP rather than Sketch or Development Plan.

CONDITIONS	Original comments from P24-108 apply: Project must meet the requirements of the current International Fire Code (IFC) including but not limited to the following. 1.) The owner or owner's agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site during all phases of construction. Plan submittals shall be in accordance with the IFC, Section 3303.1. The plan shall be submitted and approved before a building permit is issued. 2.) New and existing buildings shall be provided with approved address identification in accordance with the IFC, Section 505. 3.) Fire apparatus access shall be in accordance with the requirements of the IFC, Section 503. 4.) Fire flow requirements shall be determined by an approved method. Water supply shall be in accordance with the IFC, Section B105. 5.) A stamped set of automatic sprinkler plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled with this office. 6.) A stamped set of fire alarm plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled with this office.	LPOTZ@JACKSONWY.GOV	03/17/25	3/17/25

PERMIT NOTES

7.) Buildings equipped with an automatic sprinkler system and/or fire alarm system are required to provide a knox box installed in an approved location.
8.) Structures that cannot support the required level of in-building, two-way emergency responder communication coverage shall be equipped with systems and components to enhance the radio signals. Systems shall be in accordance with the IFC, Section 510. Based on below grade construction and construction materials, it is likely that this project will require an amplification system.
9.) Provide elevator details, including the car elevator, as this will impact the protection requirements for the automatic sprinkler and fire alarm systems.
10.) Portable fire extinguishers shall be installed for each occupancy as required in the IFC, Section 906.
11.) Illumination shall be provided in the means of egress in accordance with the IFC, Section 1008.2.
12.) In the event of power supply failure, buildings that require two or more exits or access to exits, illumination shall be automatically provided by an emergency electrical system.
13.) Exits and exit access doors shall be marked by an approved exit sign readily visible from an direction of travel. Where exit signs are required in Group R-1 occupancies, additional low-level exit signs shall be provided in areas serving guestrooms in Group R-1 occupancies and shall comply with the IFC, Section 1013.5.

...and now include the following:
1.) A fire department permit is required for an automatic sprinkler system. Plans shall be submitted for review and approval prior to permit issuance and any work being done.
2.) A fire department permit is required for a fire alarm system. Plans shall be submitted for review and approval prior to permit issuance and any work being done.
3.) Car stackers or mechanical access parking garages require specific fire/ life safety protection including sprinkler systems, egress requirements and vehicle impact protection.
4.) The provisions of the IWUIC shall apply to the construction, alteration, moving, repair, maintenance and use of any building, structure or premises within the wildland-urban interface areas in this jurisdiction.
5.) The IWUIC does not set conditions about the location of a building, however the location will determine level of ignition resistant construction will be required. If a project cannot meet required defensible space, the ignition resistant construction requirements will increase. Fire suppression may be a condition applied to projects that have nonconforming defensible space and/or nonconforming water supply.

PERMIT NOTES

Report Run On: Thursday, 10 April 2025 09:07

Note Type	Text	Created By	Begin Date	End Date
GENERAL	See Planning Dept. comments regarding exploring bicycle path along Millward frontage. Staff does have concerns about the accessibility and convenience of the long term bike parking in the automated parking system. For bicycle use to be a viable option, the parking needs to be readily accessible and convenient to use. People need to have both the peace of mind that their bikes are secure and safe from theft, but also have relatively simple access to their bikes (i.e. don't need to walk bikes up stairs or on elevators, maneuver through tight spaces, or take too long to access them). Rec. Condition of approval: Prior to development plan submittal, applicant shall meet with Pathways staff to explore design and implementation of bicycle path infrastructure adjacent to the property.	BSCHILLING@JACKSONWY.GOV	03/14/25	4/9/25
CONDITIONS	Structure must meet the most current adopted building codes of the Town of Jackson at the time of permit submittal.	KSLUDER@JACKSONWY.GOV	03/11/25	3/11/25
CONDITIONS	LVE Comments: To bury power, applicant needs to insert a pole in the alley on the other side of Millward and one near the NE corner of the subject property; TOJ has a service lableled "Irr Control and Lts Pearl St." coming down the existing pole into the ROW on NW corner of property. The site plan in the application is too vague on where a new transformer is being placed in the NE corner of the building, it needs to be detailed more clearly. The transformer can't be in an enclosed space; illustrate where this transformer is getting relocated or re-fed from a meter on the new building Peter Keenan	MTIPPETTS@JACKSONWY.GOV	03/07/25	3/28/25

SKETCH PLAN – COMPLETED

P25-007
ADDRESS: 50 S Millward Street
OWNER: June Landing LLC
APPLICANT: Shaun Gilbert (Dauntless Capital)

4/9/2025
Ismael Jimenez, 733-3079

DATE OF SUBMITTAL: 1/24/2025
DATE OF MATERIALS: 2/27/2025
REVISION NO.: 01

The engineering division has reviewed your application for a **SKETCH PLAN** submitted on and with application materials as dated above.

The following comments are being provided for use in preparation of future applications or as noted.

Project Specific Comments:

1. Provide additional information from a mitigation specialist and Wyoming DEQ on how any remanent hydrocarbon contamination will be handled including material disposal, dewatering, long-term impacts, etc..
2. LDR 7.6.3.M.3: Show site obstruction triangles and keep them free of obstructions. Revise parking on Millward to be moved 15' from the alley exit shown by red curb and signage.
3. LDR 6.2.5.D.1.iv: Parallel parking spaces should be 22 feet in length.
4. LDR 7.2.2.A.b: Coordinate location of relocated streetlight with Town Engineering.
5. Code 12.08.045: Revise the preliminary construction management plan to provide additional / up to date information and specifically for: 1) *Traffic Control:* mention the requirement of obtaining Public-Right-of-Way permits and coordination with the city of Jackson, 2) on the Site Plan show Construction Fence and Silt Fence out of the alley and on private property, 3) provide for the Office/Trailer, staging, and other equipment will need to be on within the staging area or off site, provide off site location if known, and 4) Provide a pedestrian route on South Millward Street.
6. IBC Ch. 11: Clarify how the car elevator platform serving as the ADA parking access aisle is compliant with standards. Provide a plan showing accessible routes from parking, the PROW, etc.

Submitted

7. 2.2.1.C: Show the full width of the proposed sidewalks, including on the project side of the property line or identify what material will be in between the sidewalk and the building.
8. LDR 7.7.2: For proposed water tap and fire line provide demand calculations and size appropriately.
9. LDR 7.7.3: Provide estimated wastewater demands.
10. 7.2.2.A.1.a: Grading for the site should be based on the elevation of where the bulb out ties into the Pearl and Millward intersection and work back to floor elevations and alley tie in from there.
11. LDR 7.2.2.F: Coordinate with Town Engineering on location of storm inlets for the bulbout. Provide estimated stormwater volumes.
12. LDR 7.2.2.F: Coordinate with Town Engineering on bulbout size and dimensions, full lane width should be to face of curb, length, ADA ramps to match width of sidewalk, etc.
13. Code 10.04.392: Remove reference to valet parking, standard time restricted parking for public loading and unloading may be requested.
14. LDR 7.2.2.A.b: Provide a street striping and signage plan, include proposed red and yellow curb locations.

Submitted

MEMORANDUM

To: Katelyn Page
Town of Jackson Planning and Building

From: Kristi Malone
Jackson/Teton County Housing Department

Re: Housing Department Review of Sketch Plan Application for Millward Hotel + Mixed-Use Development at 50 S. Millward Street (P25-007)

Date: April 9, 2025

Proposed development of 67 lodging units and retail space generates housing mitigation requirements. This Sketch Plan applicaiton also uses the Workforce Housing Floor Area Bonus to achieve additional development potential. The Housing Department previously provided comment dated September 13, 2024 on the pre-application meeting preceding this Sketch Plan application (P24-108).

Affordable Workforce Housing Standards:

Applicability:

Mitigation generated by proposed lodging + retail: 6.899 units
Minus credits from existing Jackson Pines Lodging: 2.043 units
Exempting 5 Workforce Housing Floor Area Bonus units + 5 Affordable units

Amount Required:

= 4.867 units of mitigation housing required

Types Required:

1. One-bedroom unit for households earning < 50% Median Family Income
2. Two-bedroom unit for households earning < 80% Median Family Income
3. One-bedroom unit for households earning < 120% Median Family Income
4. Two-bedroom unit for households earning < 120% Median Family Income
5. Three- bedroom unit for households earning < 120% Median Income

Method for Providing Required Housing:

✓ Construction of required affordable workforce housing on the site of the employee generating development

Comments on Housing Mitigation Units:

- The Program Data on Sheet 6 of the plan set lists a total proposed development of over 65,000 square feet but the Housing Mitigation Calculator sheet 1 only accounts for less than half of that square footage. In Development Plan submittal, please 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 the parking and additional storage for outdoor/large items requirement as these may impact building design and space allocation outside the footprint of the restricted units.
- All units must be permanently deed restricted. The draft deed restrictions included in the application materials are outdated versions. 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.

Workforce Housing Floor Area Bonus:
Maximum Exempt Unrestricted Floor Area per Restricted Floor Area:

USE	Market Unrestricted Bonus sf	Workforce Restricted Bonus sf	Shared
Res Unit	744 + 65	713	
Res Unit	719	630	
Res Unit	856		
Stairs (3rd floor south)			165
Elev. (3rd floor south)			50
Hallway			550
Totals	2,384 sf (64%)	1,343 sf (36%)	765 sf

Comments on 2:1 Bonus Units:

- All units must be permanently deed restricted. The draft deed restrictions included in the application materials are outdated versions. 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 pursuant to this section 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.). Circulation space like hallways, stairs and elevators used to access the residential units

may also be included and subject to zone-based FAR exemption, but areas like "bakery" and lobby, circulation and back-of-house space clearly limited to use by hotel guests and not residents should not be included.

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. **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 unit 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.

2. **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.

MARCH 26TH, 2025

SUBJECT: P25-007 & P 25-046 TRANSMEMO: 50 S MILLWARD SKETCH PLAN AND LARGE BUILDING CUP TRANSPORTATION COMMENTS

Dear Town Planning Department,

The Jackson/Teton County Transportation Manager and the Teton County Travel Demand Management Coordinator have reviewed the 50 S Millward Sketch Plan and Large Building CUP and offer the following comments:

1. Follow the Teton County Draft Traffic Impact Study and Traffic Demand Management Guidelines which begin on page 7 at this link.[1]

These guidelines reflect best practices, community priorities, our Comprehensive Plan, and direction from elected officials. They provide a consistent starting point for development applicants. As touched on in the Planning Department's pre-application meeting comment on bike parking, Millward Street is currently a designated bike route in the Town's bike network. Construction of a bike lane is a mitigation measure described in the guidelines. This project is above the 'Major Project' threshold of 30 net new trips in the peak hour, and the developer should plan to submit appropriate documentation and future monitoring to staff per the guidelines for a major project.

2. Evaluate the need for using town right-of-way on Millward Street for valet loading spaces.

The project narrative states that "the project provides 2 new public parking spaces and 2 valet loading spaces along Millward which will be an added benefit to the community." Use of public right-of-way as a private valet facility is of debatable benefit to the community. If the public right-of-way is the developer's preferred site for this facility, they should anticipate that a shared-use or fee agreement will be negotiated with the town.

Thank you for the opportunity to comment. We are available for questions.

Miles Contreras
MContreras@tetoncountywy.gov
307-732-8650

Charlotte Frei
CFrei@tetoncountywy.gov
307-732-8498

[1] https://tetoncountywy.gov/DocumentCenter/View/29669/0603-Traffic-Impact-Studies-and-Travel-Demand-Management-Guidelines

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Special Town Council Meeting
Submitting Department:	Internal Services	**Presenter:**	Riley Hovorka
Agenda Item:	Resolution 25-21: FAA AIP Grant Agreement 88	**Public Comment:**	Yes

Purpose & Policy Considerations.
FAA tentatively has offered the Jackson Hole Airport Board a Grant Agreement up to a maximum amount of $21,732,914 to Construct Deicing Pad and Containment Facility (Phase 4 – Paving, Containment System, and Associated Equipment). Resolution 25-21 presented for Council approval authorizes the Jackson Hole Airport Board to accept a grant in a not-to-exceed amount of $21,732,914.

Requested Action.
Staff requests that Council consider approving Resolution 25-21.

Recommendations.
Staff recommends approval of Resolution 25-21.

Background.
This is an Airport Improvement Program Grant from the Federal Aviation Administration under the Airport and Airway Improvement Act, 49 U.S.C. Chap. 471, Subchapter I.

The maximum federal share for this project is 93.75%.

The grant funds will be applied towards a portion of Phase 4 of the deicing pad project, which includes the expansion of the deicing pad from three spots to five spots and procurement and installation of dispensing and collection systems. This project is currently underway.

Phase 4 of the deicing pad project will focus on constructing the deicing pad and collection system improvements and installing associated electrical/controller shelter and utilities.

This grant includes the traditional terms, conditions and assurances contained in prior AIP grants. As a reminder, Grant Condition 26 provides, “The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all Co-Sponsors.”

This grant includes additional general and special conditions and assurances, including new grant assurances required by the FAA Reauthorization Act of 2024 and new conditions and assurances to reflect new Executive Orders, Executive Actions and priorities of the current Administration. The more noteworthy changes include the following:

- Condition 2(c) (Close Out and Termination) now lists five specific circumstances under which FAA may terminate the grant.
- Condition 31(b) states that the Sponsor “certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.”
- Condition 32 states, “the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.”

- Assurance C(1) requires the Sponsor to comply with "all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant" and lists multiple Executive Orders issued by the current Administration, including EO 14149 (Restoring Freedom of Speech and Ending Federal Censorship), EO 14151 (Ending Radical and Wasteful Government DEI Programs and Preferencing), EO 14154 (Unleashing American Energy), EO 14168 (Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government), and EO 14173 (Ending Illegal Discrimination and Restoring Merit-Based Opportunity).
- New Assurance 40 prohibits the Sponsor from restricting or prohibiting the sale of 100-octane low lead aviation gasoline, in accordance with the FAA Reauthorization Act of 2024.

Analysis & Key Policy Questions.
The Teton County Commission is scheduled to approve this grant at its August 5, 2025 meeting. The Airport Board is scheduled to approve this grant at its August 20, 2025 meeting.

Possible Alternatives.
1) Adopt Resolution 25-21
2) Not adopt Resolution 25-21, denying approval of the FAA Grant Agreement
3) Request revisions to the FAA Grant Agreement

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

Fiscal Impact.
Jackson Hole Airport Board will have to fund the difference between the overall project cost and the FAA AIP grant.

Staff Impact.
The Town Clerk spent approximately 30 minutes preparing meeting materials and the Town Attorney spent additional time providing legal analysis.

Attachments or Links.
Resolution 25-21

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.
I move to adopt Resolution 25-21, a resolution approving a FAA Grant Agreement to Construct Deicing Pad and Containment Facility (Phase 4 – Paving, Containment System, and Associated Equipment) at the Jackson Hole Airport with the FAA obligation under the grant being a maximum amount of $21,732,914.

TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 25-21

A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
CONSTRUCT DEICING PAD AND CONTAINMENT FACILITY
(PHASE 4 – PAVING, CONTAINMENT SYSTEM, AND ASSOCIATED EQUIPMENT)
GRANT NO. 3-56-0014-088-2025

WHEREAS, the Jackson Hole Airport Board (the "Board") was organized as an airport board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202; is deemed a joint power board pursuant to Wyoming Statute § 16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport ("Airport"); and

WHEREAS, the Board is authorized to receive grants from the Federal Aviation Administration ("FAA") for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA authorized under the Airport Improvement Program for the Construct Deicing Pad and Containment Facility (Phase 4 – Paving, Containment System, and Associated Equipment) project in the not-to-exceed amount of TWENTY-ONE MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS ($21,732,914), and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Board to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-088-2025 in the not-to-exceed amount of TWENTY-ONE MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS ($21,732,914), for the Construct Deicing Pad and Containment Facility (Phase 4 – Paving, Containment System, and Associated Equipment) project as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 8th day of September 2025.

TOWN OF JACKSON, WYOMING

By: _____
Arne O. Jorgensen, Mayor

ATTEST:

_____
Riley Hovorka, Town Clerk

STAFF REPORT

Meeting Date:	September 8, 2025	**Meeting Title:**	Town Council Regular
Submitting Department:	Internal Services	**Presenter:**	Lynsey Lenamond
Agenda Item:	Board of Examiners (BOE) Appointment	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for the Mayor and Council to consider an appointment to the Board of Examiners. Appointments to the BOE are made by the Town Council.

Requested Action.
Staff requests that Council consider appointing a new board member to the Board of Examiners.

Recommendations.
Staff recommends the appointment of a new member to the BOE.

Background.
The BOE is made up of 5-9 members, with each member's term lasting two years.

After more than a year of advertising, staff received one letter of interest and Ben Aufderheide was appointed to the BOE in June 2025.

Two existing members were reappointed in July 2025.

Current members are as follows:

Name		Term Ends
Kasey Mateosky		7/31/2026
Katie Wilson		7/31/2026
Tyson Slater		7/31/2026
Ben Aufderheide		7/31/2027
Jade Beus		7/31/2027
Mike Mielke		7/31/2027

After advertising for other board vacancies, staff received a letter of interest from Mark Giger. Mr. Giger interviewed for the Planning Commission/BOA vacancies but was not selected for a seat. At that time, he expressed interest in serving elsewhere with the Town, and staff discussed the BOE vacancies with Mr. Giger. He then asked to be considered for this board. The Building Inspector has reviewed Mr. Giger's information and supports his appointment to the BOE.

If Council appoints Mr. Giger, staff will continue working to fill the remaining seats on the BOE.

Analysis & Key Policy Questions.
Jackson Municipal Code 15.36.010 - Board of examiners created; duties of same states:

A. *Town of Jackson Board of Examiners shall be created, consisting of five to nine members, including a chairperson, to be appointed by the Town Council. The Board shall serve at the pleasure of the Town Council and members shall be volunteer, nonpaid positions. Upon the affirmative vote of a majority of the Town Council, members may be removed from the Board. Members of the Board of Examiners shall consist of professionals in the construction industry, including by way of example and not exclusion, tradespeople, architects, and engineers.*

B. Initial appointments to the Board of Examiners shall be two appointments for one year and three appointments for two years, and thereafter appointments shall be for a term of two years at the expiration of the term of each member.

C. The Board of Examiners shall establish rules, regulations, and procedures for conducting business, which rules, regulations, and procedures shall be approved by the Town Council prior to being effective.

Key Policy Question: Is the Town Council comfortable with the appointment of Mark Giger to the BOE?

Possible Alternatives.

1. Not appoint the applicant.
2. Make the appointment at a later date.

Comprehensive Plan & Priority Alignment.

Having a Board of Examiners is in alignment with Principle 8.1, *Strategies to maintain current, coordinated service delivery*.

Fiscal Impact.

Advertising for vacant seats on the BOE has cost approximately $2,500 in the past year.

Staff Impact.

Staff spent approximately 1 hour working with the Building Inspector and the applicant and preparing this staff report.

Attachments or Links.

Mark Giger Cover Letter and Resume.

Suggested Motion.

I move to appoint Mark Giger to the Board of Examiners for a two-year term ending July 31, 2027

17 May 2025

[redacted]

Jackson, WY 83002

Town of Jackson
Planning Commission

Re: Board Membership

Mr. Arne Jorgensen

I am writing to express my interest in becoming a Board Member on the Planning Commission for the Town of Jackson. My attached resume has not been updated since my last project in Michigan. Since that project, I have moved back home to Jackson to be with my family full-time after many years of working on major construction projects in various locations. I've worked in multiple local positions since then.

I have lived in Jackson for 34 years, raising five children with my wife, Kristina (Graham) Giger.

Among my strengths are strong leadership, effective verbal and written communication, organization, attention to detail, and problem-solving.

I developed a wide range of skills throughout my career, acquired while managing major construction projects, which include marketing, contracts, project engineering, scheduling, procurement, and turnover of those projects to clients.

I have much to offer and can bring diverse perspectives and solutions to the challenges and opportunities facing the Town. I would appreciate the opportunity to be considered for a Board position.

Best regards,
Mark

[redacted]

Mark S. Giger

[redacted]

Professional Summary

In addition to my engineering and technical knowledge, as well as construction experience, I have demonstrated exceptional communication, leadership, and management skills. I excel in team building, employee motivation, labor relations, contracts, and fostering strong client relationships. I am particularly adept at adapting to changing processes and plans and have remained committed to community involvement and volunteerism throughout my career.

I am an established business leader with a proven track record of tackling major challenges and achieving results in project and engineering management and the execution of EPCS projects. My experience spans multiple categories of power generation, including gas combined cycle, AQCS, biomass, and nuclear technologies. As a metric-driven leader, I have consistently delivered positive outcomes in terms of revenue, growth, and profitability.

Experience

- The Christman Company, Lansing, MI (Sr. Project Manager)
- Graycor Industrial Contractors, Chicago, IL (Sr. Project Manager)
- White Construction / IEA Thermal Power, Clinton, IN (Vice President)
- KBR (formerly BE&K) Power & Industrial, Birmingham, AL
  (Sr. Project Manager)
- TIC – The Industrial Company, Steamboat Springs, CO (Project Manager)
- Power System Division, Westinghouse Electric Corp., Orlando, FL
  (Project Engineer)
- Nuclear Technology Division, Westinghouse Electric Corp., Pittsburgh, PA
  (Systems Engineer)
- Lockheed Marine Systems Division, San Diego, CA (Project Engineer)

Education

B.S., Ocean Engineering, Florida Atlantic University, Boca Raton, FL

New Jersey Institute of Technology, Mechanical Engineering

Norwich University, Civil Engineering

Professional

Conference Speaker, April 2005, *International Construction Honor Society*, Michigan State University

References – Available on request

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: September 8, 2025

RE: Town Manager's Report

Tree Removal and Replacement at Albertson's

Thirty-three new trees will be planted at Albertson's in place of 32 Cottonwood trees being removed. The Cottonwood trees are damaging the site, they've outgrown the spaces they were originally planted in on this site, they have become hazardous and pose a threat to parking areas, walkways and to the general public. Andy Erskine, Parks Superintendent for Teton County/Jackson Parks and Recreation, concurs with the replacement of the trees. Albertson's will be posting a bond which will be held until the site work is concluded and an inspection conducted in order to comply with the required landscaping plan. Staff wanted Council to be aware of this change coming up in anticipation of any input received from the public. The letter from the Planning Department to Dan Tolson of Valley Landscape Service, handling the project, is attached to the Town Manager's report.

Temporary Sign Permits

The Temporary Sign Permit for Council consideration at this meeting is:

- ✓ Jackson Hole Book Festival requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from September 14 – 27, 2025 to advertise their Jackson Hole Book Festival. (P25-154).

Staff recommends approval of this request and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permit as requested.

Funding Request for Teton County Model United Nations (Model UN) Conference

The Town has received a funding request from the Jackson Hole High School's UN club to sponsor the upcoming Model UN event. The Jackson Hole High School has hosted this conference for 20 years and sponsorship will support essential expenses such as food, supplies, and hosting over 200 students from the region. There are three standard levels of sponsorship: Gold ($2000), Silver ($1000), and Bronze ($500). In addition to supporting this educational opportunity for youth in the region, with sponsorship, sponsorship benefits include:

- Brand visibility on conference materials and our website
- Recognition during opening and closing ceremonies
- Opportunities to connect with high-achieving students

- Acknowledgment on social media and press releases

Funding to support this initiative would come from the local initiatives line item in the Community Initiatives account. With Council's approval of the Town Manager's report, staff will proceed with getting a contract executed and will provide sponsorship at the Silver $1000 level.

Update to the County Application to Department of Transportation's Rural & Tribal Grant

The town already submitted a letter of support, this opportunity has just re-opened under the current Federal Administration so this is a reminder for Town Council. Led by the Town and County's Joint Transportation Manager and with support from Sustainable Strategies, the County will be applying for a Growing Resilient Economies through Alternative Transportation (GREAT) Project. They will be submitting a request for $1,500,000 to the Department of Transportation's Rural and Tribal Grant program to develop designs for the GREAT Project to help ensure reliable transportation for workers in the Teton Pass corridor, bolstering the local economies of Teton County and Jackson. The Project will design the following projects: 1.) Wild-life crossings to reduce wildlife-vehicle collisions along the Idaho/Wyoming Border; 2.) A grade-separated pedestrian underpass at Phillips Bench; and 4.) Mobility hubs to improve transit within the Town of Jackson. The GREAT Project is based on recommendations from the 2024 Teton Pass Corridor Study and will continue to build upon the Teton Mobility Corridor Improvement Project. There are no fiscal implications to the Town except that it will include time spent by Charlotte Frei and Max Moran, both in jointly funded departments or programs.

SOCIAL SERVICE CONTRACT BETWEEN THE TOWN OF JACKSON AND FUND FOR PUBLIC EDUCATION

This is a Social Service Contract ("Contract") between the Town of Jackson, Wyoming, with an address of P.O. Box 1687, Jackson, Wyoming 83001, email: clerk@jacksonwy.gov ("Town"), and Fund for Public Education, a Wyoming non-profit corporation, with an address of P.O. Box 1048, Jackson, Wyoming 83001, email: info@fundforpubliceducation.org ("Provider"), is entered into on _____ day of _____, 2025.

1. Purpose. The Town finds that it is in the public interest to provide health and human services for as many residents of the Town as are in need of such services. The Town is authorized by Wyo. Stat. Ann. § 15-1-103(a)(xlv) to contract with non-profit corporations engaged in providing human services for persons within its jurisdiction. The Town enters into this Contract pursuant to the authorization of Wyoming Statutes for the purpose of assuring that the community human service programs serving the needs of the people of the Town can be provided to the people of the Town.

2. Provision of Services. The Provider, engaged in providing the services described in Exhibit A, attached hereto and made a part hereof by this reference, agrees to provide those services to the people of Jackson and Teton County, during the following period of time: Town of Jackson Fiscal Year 2025-2026.

3. Payment. In consideration of the agreement of the Provider to provide services described herein, for the period described herein, the Town agrees to pay a total amount not to exceed _____ Dollars ($_____.00) during the Contract Period. Full payment shall be made upon submission of a single bill or invoice for the total not-to-exceed amount set forth above.

4. Effective Date/Termination. This Contract shall be effective as of the 1st day of July 2025, and shall continue until the 30th day of June 2026, unless sooner terminated as provided herein, at which time this Contract shall terminate ("Contract Period"). This Contract may be terminated upon thirty (30) days' written notice by either party to the other.

5. Compliance.
   A. *State and Federal Law*: Provider acknowledges that the State of Wyoming and the federal government impose obligations on Town and Provider agrees to comply with all applicable state and federal laws, including those prohibiting governmental entities from engaging in diversity, equity, or inclusion programs. Provider further understands that failure to comply with state and federal laws may result in i) termination of this Contract and ii) the obligation to refund contract funds disbursed from the Town. Provider assumes the risk of any loss of funding due to Provider's failure to comply with any state or federal laws and indemnifies the Town for any costs or expenses incurred by Town in connection with its efforts to address Provider's failure to comply.
   B. *Certification/Licensing*: Provider agrees to comply with all applicable local/state/federal certification and licensing requirements and applicable laws and to remain in "good standing" with all applicable oversight entities.

6. General Provisions.
   A. *Notices*. Any notice, request, demand, consent, approval, or other communication required or permitted under this Contract 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 herein, or (iii) when sent by email to the email address specified herein, 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 herein (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. Notices shall be sent to the parties at the addresses above. 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.

B. *Binding Effect of Contract; Modifications; Waiver.* This Contract shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Contract shall be valid unless in writing and executed with the same formality as this Contract. No waiver of the breach of the provisions of any section of this Contract shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

C. *Severability.* This Contract is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Contract is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable.

D. *No Third-Party Beneficiaries.* This Contract 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 Contract as a third-party beneficiary or otherwise.

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

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

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

[*Remainer of Page Intentionally Blank, Signatures Follow on Next Page*]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date above.

FUND FOR PUBLIC EDUCATION
A Wyoming Non-Profit Corporation

By: _____
Ginny Stradley Meagher, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This instrument was acknowledged before me on _____ day of _____, 2025 by Ginny Stradley Meagher, as Executive Director of Fund for Public Education, who is personally known to me or has established their identity and authority to me by reasonable proof.

_____
Signature of Notarial Officer

(Seal)

_____
Notary Public

My commission expires: _____

TOWN OF JACKSON
A Wyoming Municipal Corporation

By: _____
Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovorka, Town Clerk

EXHIBIT A

Fund for Public Education

Organization's Mission Statement and Strategic Priorities:

For more than 15 years, the Fund for Public Education has been raising funds and providing resources to Teton County's public schools. As a 501(c)3 nonprofit school foundation, our work directly impacts the lives of nearly 3,000 students and over 400 teachers and district staff members.

Description of Organization's Primary Programs, Activities, & Services:

Teton County Model United Nations (Model UN) Conference: Model UN empowers students to think critically, collaborate, and lead with empathy—skills vital in any industry. Our Teton County conference is cost-free for our delegates, allowing us to work with students from all over Wyoming and Idaho. you're the payment from the Town will provide funding for essential expenses of the Conference, such as food, supplies, and costs related to hosting over 200 students from the region.

PLANNING & BUILDING DEPARTMENT

August 19, 2025

Valley Landscape Service
Attn: Dan Tolson

RE: P25-152 – Approval of Zoning Compliance Verification (ZCV) for Minor Deviation to the approved landscape plan for Albertsons – 105 & 155 Buffalo Way

SENT VIA EMAIL

Dear Mr. Tolson,

This letter is to confirm that on August 19, 2025, the Planning Director **approved** a Minor Deviation to the Albertson's landscape plan for the properties addressed at 105 & 155 Buffalo Way. Specifically, this Minor Deviation approves a revised landscape plan to install 33 new trees in place of the 32 Cottonwood trees proposed for removal. The applicant has provided a letter from a certified arborist stating that the Cottonwood trees have become hazardous and pose a threat to the parking areas, walkways, and the general public. The applicant also states that the trees have outgrown the spaces they were planted in and need to be removed and replaced. Staff supports the proposal to replace the Cottonwood trees at essentially a 1:1 ratio.

Analysis:
LDR Section 8.2.13.B.2 states that *Authorized minor deviations from an approved physical development permit, use permit, or development option plan are changes that appear necessary in light of technical or engineering considerations not previously known or for minor technical changes that do not warrant public review by the original approving entity provided LDR requirements are still met (e.g. a landscape plan). A minor deviation may be approved by the Planning Director pursuant to the process for a Zoning Compliance Verification Section 8.6.2. upon finding that it:*

a) *Complies with the standards of the current LDRs;*
Complies. Staff finds that the request complies with the approved landscape plan that was part of the previously approved Development Plan (96-20-6). The applicant seeks to replace trees at a 1:1 ratio and is not seeking a reduction in the number of trees. In addition, all trees comply with the approved list of acceptable trees according to the LDRs and Town Ordinances

b) *Does not include reductions in the amount of open space set aside or required resource protection; and*
Complies. There are no proposed reductions in open space, and there was no required resource protection with the original Development Plan.

c) *Does not include increases in the amount of building floor area.*
Complies. There are no proposed increases in the amount of building floor area.

Bonding:
Based upon the applicant's submittal, the estimated cost for 33 new trees equals $27,580. 125% of $27,580 equals a bond total of $34,475. All site work, including tree removal, compaction, disturbance, and plantings, shall be inspected by Town Planning prior to release of bond. The bond shall be provided prior to issuance of the applicable physical development permit, which in this case is a Grading and Erosion Control permit (E25-0193).

Should you have any questions or require further information on this matter, please contact me at 733-0440, Ext. 1305.

Respectfully,

Tyler Valentine
Senior Planner