



# PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police

**Joint Town/County**

- Parks and Recreation
- Pathways
- Housing Department

**Teton County**

- Planning Division

- Engineer
- Surveyor- *Nelson*
- Assessor
- Clerk and Recorder
- Road and Levee

**State of Wyoming**

- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- START
- Jackson Hole Fire/EMS
- Irrigation Company

<p>Date: July 30, 2021</p> <p>Item #: P21-205</p> <hr/> <p>Planner: Katelyn Page</p> <p>Phone: 733-0440 ext. 1302</p> <p>Email: <a href="mailto:kpage@jacksonwy.gov">kpage@jacksonwy.gov</a></p> <hr/> <p><b>Owner/Applicant:</b> Teton County School District PO Box 568 Jackson, WY 83001</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a request for an amendment to a Sewer Connect located at 7605 S Highway 89, legally known as PT GOV LOT 7, PT SW1/4SE1/4, PT E1/2SW1/4, SEC 3, TWP 39, RNG 116. TRACT 1</p> <p>For questions, please call Brian Lenz 733-0440 x1410 or email to the address shown below. Thank you.</p>
<p><b>Please respond by:</b> August 13, 2021 (for Sufficiency) August 20, 2021 (with Comments)</p>	

**RESPONSE:** For Departments not using Trak-it, please send responses via email to: [btlenz@jacksonwy.gov](mailto:btlenz@jacksonwy.gov)



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

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

**For Office Use Only**

Fees Paid \_\_\_\_\_ Date & Time Received \_\_\_\_\_  
Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: Wastewater Treatment Facilities Connection and Use Agreement (Amendment)  
Physical Address: 7605 S Highway 89 Jackson, WY 83001  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: Teton County School District Phone: 307.732.9409  
Mailing Address: PO Box 568 Jackson, WY ZIP: 83001  
E-mail: creynolds@tcsd.org

**APPLICANT/AGENT.**

Name: Same as owner Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

Property Owner  Applicant/Agent

**TYPE OF APPLICATION.** Please check all that apply; review the type of application at [www.townofjackson/200/Planning](http://www.townofjackson/200/Planning)

**Use Permit**

Basic Use  
 Conditional Use  
 Special Use

**Relief from the LDRs**

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

**Physical Development**

Sketch Plan  
 Development Plan  
 Design Review  
**Subdivision/Development Option**  
 Subdivision Plat  
 Boundary Adjustment (replat)  
 Boundary Adjustment (no plat)  
 Development Option Plan

**Interpretations**

Formal Interpretation  
 Zoning Compliance Verification

**Amendments to the LDRs**

LDR Text Amendment  
 Map Amendment

**Miscellaneous**

Other: \_\_\_\_\_  
 Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](http://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](http://www.townofjackson.com/200/Planning) and select the relevant application type for submittal requirements.

Have you attached the following?

\_\_\_\_\_ **Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

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

\_\_\_\_\_ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at [www.townofjackson.com/200/Planning](http://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

Charlotte A Reynolds

Name Printed

7/20/21  
\_\_\_\_\_  
Date

ED Communications/District Services

Title

**WASTEWATER TREATMENT FACILITIES  
CONNECTION AND USE AGREEMENT  
TETON COUNTY SCHOOL DISTRICT SEWER CONNECTION**

This Agreement is made and entered into to be effective as of the \_\_\_\_\_ day of June, 2017, by and between the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as “the Town”) and **TETON COUNTY SCHOOL DISTRICT, WY**, a duly organized school district, State of Wyoming, 1235 Gregory Ln, Jackson, WY 83001 (hereinafter referred to as "TCSD").

RECITALS

Whereas, the Town is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, and by means of these facilities makes wastewater collection and treatment services available to residents of the Town and, in some instances, adjacent or nearby areas of Teton County, Wyoming; and,

Whereas, Teton County School District is a public entity providing sewerage collection service to the new Munger Mountain Elementary School Site located in or around the Hog Island area of Teton County, Wyoming, also the Town recognizes TCSD agrees to allow both the Wyoming Department of Transportation Facility (WYDOT), located on 1040 E Evans Road, and Teton County Weed & Pest District Facility (TCW&P), located at 7575 S. Highway 89, to connect through TCSD and as such is the owner of certain utility systems contained therein, including a wastewater collection system, which connects to the Town of Jackson Wastewater Interceptor Main and thereby to the Town of Jackson Wastewater Treatment Facility; and,

Whereas, TCSD has requested formal authority and permission to connect to and utilize the Town’s wastewater collection and treatment systems for the benefit of the TCSD; and,

Whereas, the Town’s wastewater collection and treatment systems have adequate capacity to serve the current and anticipated future needs of the TCSD; and,

Whereas, on July 18, 2016, the Jackson Town Council voted to approve the Teton County School District Sewer Connection & Use Agreement, subject to four conditions of approval which are incorporated herein by reference, including that the TCSD is required to gain Final Wyoming Department of Environmental Quality (DEQ) Approval prior to executing this agreement and that all sewer capital, capacity and use fees associated with TCSD’s sewer line improvement project shall be paid prior to executing this Agreement; and,

Whereas, on May 15, 2017 the Jackson Town Council re-addressed this issue and voted to approve a motion to direct the Town Attorney to modify the agreement with the Teton County School District and the HIISD to allow for an optimal engineering and utilization design solution to be revised and brought back to the Council for approval; and,

Whereas, on May 22, 2017, a Special Town Council meeting was held and the Jackson Town Council approved a motion to approve the Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection including two updates presented today and any minor revisions made by the Town Attorney; and,

Whereas, on June 14, 2017, the Board of Trustees of Teton County School District approved a motion to approve the Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection; and,

Whereas, TCSD and the Town wish to set forth the details of the collection and treatment of waste via the TCSD waste collection system as more particularly hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Permission to Connect to the Town's Wastewater Collection System.

The Town hereby authorizes the TCSD to connect an optimally engineered and designed lift station(s), sewer force main(s), and gravity sewer(s) and appurtenances (hereinafter referred to as the "TCSD Wastewater Conveyance System") to the Town's wastewater treatment facility via the Interceptor Main Sewer connector and agrees to receive and properly treat wastewater generated by the TCSD subject to the terms and conditions set forth hereinafter. It is expressly understood by the parties, that the TCSD is not authorized to connect any other sewer services without prior approval from the Town of Jackson, other than the WYDOT facility located on 1040 E Evans Road and TCW&P facility located at 7575 S Highway 89 in Teton County, Wyoming.

The Town of Jackson might consider allowing additional sewer connections in the Hog Island area to the TCSD Wastewater Conveyance System in the vicinity of the system. Prior to any new sewer connections being allowed, the Hog Island area will need to create a sewer improvement service district, which identifies the area boundary showing all potential properties that might be allowed to connect to the TCSD Wastewater Conveyance System. Also the sewer improvement district will need to identify the total number of sewer taps allowed and submit such to Town Council for review, acceptance and approval.

Once a sewer improvement district is accepted and approved by the Town Council, all new Hog Island area sewer improvement district connections will be required to gain preapproval and acceptance by both the Town of Jackson through a Connection and Use Agreement and approval from TCSD through a Connection and Infrastructure Reimbursement Agreement.

2. Agreement to Treat Wastewater.

The Town hereby agrees to treat wastewater generated by TCSD, along with WYDOT and TCW&P, collected and transmitted via the TCSD wastewater collection system to the Town's interceptor and treatment facility, subject to the provisions set forth hereafter. TCSD will be treated the same as any other user located within the Town's boundaries, consistent with applicable Town policies and ordinances, and shall not be subject to disconnection for lack of capacity.

3. Payment of Cost of Construction, Operation, and Maintenance of the TCSD.

TCSD shall be solely responsible for paying all costs associated with the construction, use, operation and maintenance of its collection, transmission, and metering system as well as the cost of connecting its transmission system to the Town of Jackson Wastewater Interceptor Main system.

TCSD specifically shall be required to pay the sewer connection fees as assessed by the Town prior to connecting the completed System to the Town sewer main. The parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying their connection fees as assessed by the Town prior to connecting to the Town sewer main.

4. Construction Standards for Facilities.

All wastewater collection services, mains, backflow preventers, interceptors, lift stations and force mains constructed by TCSD have been and, in the future, shall be constructed to the applicable standards of the Town and shall be designed, constructed, tested and maintained to prevent ground water infiltration. The TCSD shall provide the Town with plans, specifications, testing records and verifications from a Wyoming Licensed Professional Engineer establishing to Town's reasonable satisfaction that all of TCSD existing facilities were designed, constructed and installed in accordance with designs, plans and specifications approved by the Town Engineer and the Wyoming Department of Environmental Quality (DEQ).

TCSD shall follow the more stringent of TCSD, Wyoming DEQ, and Town standards that apply to applicable, plumbing code, sewer main construction, and infiltration. The Town shall be contacted and given an opportunity to complete an inspection of the new sewer installation.

5. Payment of Wastewater Capacity Fees.

TCSD shall pay to Town capacity fees at the same rate as charged to Town of Jackson residences in accordance with applicable ordinances, resolutions, and

regulations of the Town, as they exist and may be modified from time to time and as determined in the sole discretion of the Mayor and Town Council of the Town of Jackson. TCSD specifically shall be required to pay the wastewater capacity fees as assessed by the Town prior to connecting to the Town sewer main.

The parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying all of their wastewater capacity fees assessed by the Town and associated with their connection to the Town sewer system through the TCSD Wastewater Conveyance System. Additionally, and TCSD will not allow such connection until such fees are collected by the Town.

6. Wastewater Rates.

TCSD shall pay wastewater treatment charges based upon its individual metered lift station usage, and the TCSD agrees to provide for such metering systems as may be approved by the Town Engineer. The rates for such services shall be the same rates that are charged within the Town, as those rates are determined from time to time by the Town, via ordinance, resolution, and regulation. Town's billing may include surcharges for extraordinary strength wastes in accordance with the then-applicable Town ordinances, resolutions, and regulations for such wastewater rates. Billing for user charges will commence at such time as TCSD wastewater meter is installed.

The parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying their wastewater treatment charges assessed by the Town.

7. Septic Dumping Prohibited.

Septic waste, hazardous materials, or other unapproved substances shall not be introduced into the County or Town systems without prior written approval from the Town Engineer.

8. Miscellaneous.

- A. The Town shall have access to the TCSD sewer facilities for the purpose of inspecting and testing of the facilities, and for the purpose of monitoring the wastewater flow and strength.
- B. TCSD shall provide the Town with plans, specifications, testing records and verifications from a Wyoming Licensed Professional Engineer establishing to Town's reasonable satisfaction that all of the TCSD existing facilities were designed, constructed and installed in accordance with designs, plans and specifications approved by the Town Engineer and the Wyoming DEQ.

9. Construction, Maintenance, Repair, and Indemnification.

TCSO and/or its successors and assigns shall be solely responsible for construction, maintenance, and repair of all of its service lines, collection mains, interceptors, lift stations, measuring devices, and force mains to the point of connection with the connector system which flows into the Town's wastewater collection system. TCSO shall maintain its collection system consistent with the Town's maintenance program and shall, upon written notification from the Town, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Town standards, by the Town Engineer and Department of Environmental Quality. Written notification that repairs have been completed is required from TCSO to the Town within thirty (30) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days. TCSO agrees to indemnify the Town for any violation by the TCSO of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation, related to pretreatment requirements, improper discharge into the Town's wastewater system by any of the TCSO users, or other activity of the TCSO in violation of such rule or law.

Town shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the TCSO system. TCSO shall, and does hereby agree, to indemnify and hold harmless the Town from against any and all cost, liability, expense, and cause of action resulting from TCSO operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Town becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by TCSO.

10. Voluntary Termination.

TCSO shall have the right to terminate this Agreement at any time upon ninety (90) days written notice to the Town of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of TCSO system to the Town's wastewater collection system. TCSO shall be responsible for all costs associated with termination and disconnection from the Town's wastewater collection system.

11. Enforcement.

This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event either party shall be required to bring an action to enforce its rights pursuant to this Agreement, the substantially prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees, incurred.



12. Entire Agreement/Amendment.

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

13. Binding/Severability.

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

14. No 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 parties to this Agreement intend and agree that only the parties' signatory to this Agreement shall have any legal or equitable right to enforce this Agreement, or to seek any remedy arising out of the breach of this Agreement.

15. Governing Law, Jurisdiction, Construction.

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

16. Sovereign or Governmental Immunity.

Neither the Town nor TCSD waive their sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the day and the year first above written.

**Teton County School District No. 1,  
State of Wyoming**

**Town of Jackson, WY**

By: \_\_\_\_\_  
Katherine L. Mead, Chair  
Teton County School District Board of Trustees

By: \_\_\_\_\_  
Pete Muldoon, Mayor

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Town Clerk