TOWN COUNCIL REGULAR MEETING
Monday, October 1, 2018
6:00 PM
Town Council Chambers

NOTICE: The video and audio for this meeting are streamed to the public via the internet and mobile devices with views that may encompass all areas, participants, and audience members. *Please silence all electronic devices during the meeting.*

I. OPENING

A. Call to Order / Roll Call
B. Pledge of Allegiance
C. Announcements

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item, or send an email to Council@jacksonwy.gov.

III. CONSENT CALENDAR

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

A. Minutes
   1. September 17, 2018 special meeting
   2. September 17, 2018 workshop
   3. September 17, 2018 regular meeting
B. Disbursements
C. Temporary Sign Permit: Jackson Hole Classical Academy (P18-272)
D. Temporary Sign Permit: Laff Staff Improv Shows (P18-277)
E. Jackson Police Department Towing Contracts
F. Electrical Distribution and Utility Easements in Karns Meadow serving Sagebrush Apartments
G. Karns Meadow Environmental Assessment Proposal *Agreement Posted 10/1/18*

Documents:

Minutes 091718special.pdf
Minutes 091718wksp.pdf
Minutes 091718regular.pdf
Disbursements 09272018 revised.pdf
Temporary Sign Classical Academy.pdf
Temporary Sign Laff Staff Improv.pdf
JPD Towing Contracts.pdf
Easement in Karns Meadow.pdf
Karns Meadow EnvironAssess.pdf
KarnsEA_EcoConnect_Agreement.pdf

IV. PUBLIC HEARINGS, DISCUSSION AND/OR ACTION ITEMS

IV.A. Public Works

1. East Jackson Pedestrian Bridge (Johnny Ziem, Assistant PW Director)

Documents:

A1 East Jackson Pedestrian Bridge.pdf

IV.B. Planning

1. Snow King Forest Service Scoping Council Comments (Tyler Sinclair, Planning Director)
2. **Item P18-046**: Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane (Brendan Conboy, Associate Planner)
3. **Item P18-047, 48, 49**: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit for Central Wyoming College at 235 & 255 Veronica Lane (Brendan Conboy, Associate Planner)
4. **Item P18-248**: Encroachment Agreement with Overdyke Revocable Trust at 2128 Hidden Ranch Lane (Brendan Conboy, Associate Planner)
5. **Item P18-221**: Conditional Use Permit for Teton County Hospital Parking at 30 Redmond Street (Brendan Conboy, Associate Planner)
6. **Item P18-244:** Final Plat for The Grove Phase 3 at 825 W. Snow King Ave (Tyler Valentine, Senior Planner)
7. **Item P18-245**: Subdivision Plat at 660 W. Broadway (Tyler Valentine, Senior Planner)
8. **Item P18-208**: Master Plan Amendment for Snow King at 10 Snow King Ave *This item was withdrawn and will come back to Council on a date to be determined.*

Documents:

B1 Snow King Forest Service Scoping Comments.pdf
B2 CWC Fee Waiver P18-046.pdf
B3 CWC Map SketchPlan CUP P18-047 048 049 - Part 1.pdf
B3 CWC Map SketchPlan CUP P18-047 048 049 - Part 2.pdf
B3 CWC Map SketchPlan CUP P18-047 048 049 - Part 3.pdf
B4 Overdyke Encroachment P18-248.pdf
B5 HospitalDistric ParkingCUP P18-221.pdf
B6 TheGroveIII FinalPlat P18-244.pdf
B7 660 W Broadway FinalPlat P18-245.pdf

V. RESOLUTIONS

VI. ORDINANCES

VII. MATTERS FROM MAYOR AND COUNCIL

A. Mountain and Resort Town Planners Summit, November 28-December 1, 2018 (Pete Muldoon)
B. Approve Travel to CAST Meeting in Winter Park October 25-26
C. Approve Travel to WAM Fall Workshop in Lander October 31 – November 2
D. Board and Commission Reports

Documents:

MountainResortTownPlannersSummit.pdf
CAST Meeting.pdf
WAM FallWorkshop.pdf

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

Documents:

TownManagers Report100118.pdf

IX. ADJOURN

Please note that at any point during the meeting, the Mayor and Council 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.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 17, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in special session in the Council Chambers of Town Hall located at 150 East Pearl at 2:01 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Bob Lenz, and Don Frank. Jim Stanford arrived at 2:03 PM
STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Steve Ashworth, and Sandy Birdyshaw.

Town Square Monument Refurbishment. Larry Pardee, Steve Ashworth, and Audrey Cohen Davis made staff comment. Greg McCoy and John Sherwood of the American Legion Post presented their proposal to replace the base of the Town Square monument. Carrie Geraci made staff comment

A motion was made by Bob Lenz and seconded by Jim Stanford to direct the Public Art Task Force to prepare and propose a monument and memorial policy and procedure involving all appropriate stakeholders to the Town Council for approval and once approved, direct the American Legion to process their request through that newly adopted policy and procedure. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Frank opposed. The motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 3:03 P.M.

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: September 26, 2018

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 17, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in regular workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:10 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.
STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, Steve Ashworth, Floren Poliseo, Tyler Sinclair, and Sandy Birdyshaw.

Residential Rental Ombudsman Program. Audrey Cohen-Davis and Todd Smith made staff comment on this proposed program.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to continue refining the general framework and policies and procedures for the ombudsman position within the Victim Services Department of the Jackson Police Department and bring back a draft ordinance to Council at a future date for approval. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Parks and Recreation Strategic Plan. Steve Ashworth made staff comment on the draft Strategic Plan released in April 2018. The executive summary was discussed for this ten-year plan. The plan does not lock Council into any specific decision or priority, rather provides a road map for development and programming. Public comment was given by David Ellerstein of the Parks & Rec Advisory Board. No action was taken by the Town Council.

Sign Code. Lea Colasuonno made staff comment on proposed changes to the Town's sign code needed due to a recent Supreme Court constitutional law ruling. Discussion included that the sign code should be re-worked so it does not regulate signs based on the content or subject matter of the sign, but rather, based on content-neutral features; separate rules should be removed for categories of signs that are defined by the content or subject matter of their message, review "exceptions" to regulations to make sure they are not content based, and to ensure that the sign code regulates with content neutral, "time, place, and manner" regulations. Tyler Sinclair made staff comment on sign enforcement.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to direct staff to draft and present a repeal ordinance for the necessary portions of the sign code for a future Town Council meeting and to revise the sign code LDRs as necessary under federal law and present such at a future Town Council meeting. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded Don Frank to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 4:49 P.M.

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

minutes:spb
Published JH News & Guide: September 26, 2018

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 17, 2018 **JACKSON, WYOMING**

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall at 150 East Pearl at 6:01 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.
STAFF: Larry Pardee, Roxanne Robinson, Todd Smith, Roger Schultz, Audrey Cohen-Davis, Lea Colasuonno, Tyler Sinclair, Brendan Conboy, Floren Poliseo, Johnny Ziem, Brian Lenz, April Norton, Carl Pelletier, and Sandy Birdyshaw.

Don Frank spoke to the loss of Jackson resident Mark Uptain in a hunting accident and bear attack.

Public Comment: None.

Consent Calendar. A motion was made by Jim Stanford and seconded by Don Frank to approve the consent calendar including items A-E as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes for the September 4, 2018 regular meeting as presented.

B. **Disbursements.** To approve the disbursements as presented. Safety Supply $554.59, Ace Hardware $360.04, Teton County Sheriff $1800.00, Curran-Seeley $12062.50, Community Entry Services $12500.00, Thyssen Krupp Elevator $288.39, A-Core Idaho $1275.00, Evans Construction $123966.00, High Country Linen $3231.08, Interstate Battery $1615.45, Jackson Lumber $7070.39, Jackson Hole News & Guide $3742.52, Jorgensen Associates $35865.17, LVPL $24347.58, Teton County Fund 19 $18769.02, Nelson Engineering $23261.25, Senior Center of JH $21750.00, Red's Auto Glass $95.00, O'Ryan Cleaners $286.06, Smith Power Products $16741.80, St John's Hospital $520.00, Napa $984.30, Jackson Hole Community Counsel $25000.00, Community Safety Network $10000.00, Prazma $1553.27, Teton Motors $1430.79, Knobe's $53.91, Teton County Weed & Pest $23175.00, Post Register $488.00, Wyoming Law Enforcement $765.00, Bruce Hayse MD $90.00, Ace Equipment $1292.50, Animal Care Clinic $666.68, Greenwood Mapping $2520.00, Electrical Wholesale $52.62, Hunt Construction $20579.40, Wydot 4118.10, Westbank Sanitation $679.55, Cummins Rocky Mountain $237.48, Jackson Hole Community Housing $3750.00, Rotary Club $5000.00, Teton County Special Fire $9924.39, Energy Laboratories $700.00, Grafix Shoppe $499.18, Teton County Transfer Station $236.00, Teton County Clerk $283412.25, One Call of Wyoming $237.00, Spring Creek Animal Hospital $525.72, Rocky Mountain Info Network $100.00, Blue Spruce Cleaners $328.99, Teton County Fund 10 $37449.96, Core & Main LP $7928.68, Kenworth $126.04, Wyoming Conference of Building $50.00, Teton Water Works $100.00, Westwood Curtis $152145.46, Yellow Iron Excavation $795.00, LDA Inc $59.79, Cast $165.00, Jackson Hole Air $15000.00, Teton Trash Removal $42.50, Dick May Welding $240.00, Idaho Traffic Safety $660.00, ER Office Express $708.40, Visa $37.29, Architectural Building Supply $17.00, Friends of Pathways $22200.23, UPS $193.23, Advanced Glass & Trim $300.00, Johnson Roberts & Assoc $15.00, Todd Fitzgerald $420.00, Timberline Concrete $341.00, Gillig $2671.46, Commercial Tire $3891.40, Fire Services of Idaho $4447.86, Warner Truck Center $5435.24, Sherwin-Williams $455.52, Meyring & Associates $664.56, Depatco $6700.00, Rocky Mountain Marketing $1021.52, C&A Professional Cleaning $1622.34, Teton Signs $73.50, Snake River Roasting $276.17, Fleetpride $214.96, Ron's Towing $200.00, Global Equipment $142.82, Dean's Pest Control $240.00, Premier Vehicle Installation $1781.28, HD Fowler $633.47, GM Sheetmetal $121.80, Francisca Marquina $50.00, Scott Schmillen $2232.50, Don Frank $435.10, Routematch $9375.00, Overhead Door $374.73, Kellerstrass $25832.47, Y2 Consultants $2391.38, John Tighe $241.75, Transit Talent $220.00, Lepco $1485.00, Perform Printing $63.85, Greenway Painting $929.00, Premier Powder Coating $628.08, American Filtration $277.20, Rich Broadcasting $896.00, Burkes $10000.00, One 22 $47500.00, Michael Gable $130.00, Pethealth Services $4.85, Kimley Horn $4475.00, City of Driggs $1181.17, Solv Business Solutions $215.78, Gregco $32965.92, Springhill Suites $308.42, Wyoming Law Enforcement $260.00, Day Wireless $90.00, Tillemans Architect $2000.00, Teton Hi $100.00, John Tobey $1808.46, Jose Susano Carillo $740.00, Lucian Dumitrio $250.00, Arbor Tree Works $500.00, Flitner Strategies $1494.00, Jamar Technologies $500.00, Caleb Hogan $500.00.

C. **August 2018 Municipal Court Report**. To accept the August 2018 Municipal Court Report as presented.

D. **Malt Beverage Permit for Animal Adoption Center**. To approve the issuance of a malt beverage permit to the Animal Adoption Center for their fundraising event on October 6 from 1:00 P.M. to 7:00 P.M., subject to the conditions and restrictions listed in the staff report.

E. **Drug and Alcohol Testing Policy Updates**. To adopt the Federal Transit Administration (FTA), Federal Motor Carrier Safety Administration (FMCSA), and Drug Free Workplace policies as proposed and direct staff to inform and educate staff and implement these policies.

Mayor Muldoon called for the vote on the motion to approve the consent calendar. The vote showed all in favor and the motion carried.

Lease Agreement with Geittmann Larson Swift. Audrey Cohen-Davis made staff comment.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the Lease Agreement between the Town of Jackson and Geittmann Larson Swift LLC, subject to any minor changes deemed necessary by the Town Attorney and the closing of the property purchase. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Snow King Forest Service Scoping Update. Tyler Sinclair made staff comment on the comment, or scoping period for the Forest Service and Snow King Master Plan. Public comment was given by: Noah Osnos, Shane Rothman, Ryan Stanley, and Jeff Golightly.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to direct staff to draft a letter to the United States Forest Service outlining the scoping comments provided by Council at this meeting and provided to Tyler Sinclair by September 26th for consideration at the October 1, 2018 Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-205, 206: Development Plan and Master Plan Minor Amendment for Hidden Hollow at 301 Hidden Hollow Drive. Tyler Sinclair and April Norton made staff comment. Brendan Schulte of Jorgensen Associates representing the applicant made comment.

Item A - Phasing Plan: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-206, a motion was made by Hailey Morton Levinson and seconded by Bob Lenz to make findings 1-6 as set forth in Section 1.5.B. Minor Amendments of the Hidden Hollow Planned Unit Development Master Plan relating to 1) Consistency with the purposes and organization of the Hidden Hollow Planned Unit Development; 2) Improves the consistency of the Hidden Hollow Planned Unit Development Master Plan with other provisions of the Hidden Hollow Planned Unit Development or subsequent development approvals within the Hidden Hollow Planned Unit Development; 3) Provides flexibility for landowners within standards defined within Master Plan Section 1.2.C. Vision and Intent of the Hidden Hollow Planned Unit Development Master Plan; 4) Necessary to address changing conditions (e.g. market, sales or constructability), public necessity, and/or state or federal legislation; 5) Improves implementation of the Comprehensive Plan; and 6) Consistency with other adopted Town Ordinances to approve the amendment to the Phasing Plan of the Hidden Hollow Planned Unit Development Master Plan subject to one condition of approval and the departmental reviews.:

1. Building permits for both remaining multi-family buildings for vertical construction shall be submitted within six months of approval of this amendment, begin construction within 90 days of approval of the building permit and the applicant shall maintain continuous progress to completion. If these conditions are not met the issuance of building permits, inspections and Certificates of Occupancy for townhome and single-family buildings may be withheld.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B – Housing Section: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-206, a motion was made by Bob Lenz and seconded by Don Frank to make findings 1-6 as set forth in Section 1.5.B. Minor Amendments of the Hidden Hollow Planned Unit Development Master Plan relating to 1) Consistency with the purposes and organization of the Hidden Hollow Planned Unit Development; 2) Improves the consistency of the Hidden Hollow Planned Unit Development Master Plan with other provisions of the Hidden Hollow Planned Unit Development or subsequent development approvals within the Hidden Hollow Planned Unit Development; 3) Provides flexibility for landowners within standards defined within Master Plan Section 1.2.C. Vision and Intent of the Hidden Hollow Planned Unit Development Master Plan; 4) Necessary to address changing conditions (e.g. market, sales or constructability), public necessity, and/or state or federal legislation; 5) Improves implementation of the Comprehensive Plan; and 6) Consistency with other adopted Town Ordinances to approve the amendments to the Housing Section of the Hidden Hollow Planned Unit Development Master Plan, including but not limited to Section 2.3.C Affordable and Workforce Housing Standards, Section 1.3.B.3 Phasing Requirements and Attachment 4 as described

in the applicant's submission, subject to the departmental reviews and the following two conditions of approval.

1. The applicant shall provide 14 income restricted Affordable units and 59 Workforce restricted units subject to the Town of Jackson Land Development Regulations and Town Housing Department Rules and Regulations in place at the time of submission and as described in this report.
2. The 6 “voluntary” affordable units shall be divided equally between income ranges 0-50% Median Family Income, 50-80% Median Family Income, and 80-120% Median Family Income.

Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item C - Development Plan: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-205, a motion was made by Don Frank and seconded by Hailey Morton Levinson to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations relating to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with the Town’s Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals to approve a Development Plan to allow 12 townhomes and two multifamily buildings containing 83 total units and approving and amending the Housing Mitigation Plan for all multifamily units to be rental only, for the Hidden Hollow Planned Unit Development for the property located at 301 Hidden Hollow Drive, subject to the departmental reviews and the following four conditions of approval:

1. Prior to issuance of a building permit the applicant shall submit an additional application for a Minor Amendment to transfer 6,641 square feet of development potential from Area B/Area D to Area C pursuant to Section 1.5.B. Minor Amendments of the Hidden Hollow Planned Unit Development Master Plan.
2. The applicant shall revise the Master Plan to state that a revision to the Housing Mitigation Plan shall be required for any future changes including but not limited to converting back to attached single family units (condominiums) from rental. All Housing Mitigation Plan amendments shall be approved by Town Council.
3. The applicant shall revise the proposed landscape plan to revise the style for short-term bike parking to “single inverted-U” racks such as the Dero Hoop Rack, Saris Bike Dock, or equivalent.
4. The applicant shall submit an addendum to Building Permit B17-0622 that updates the tracking worksheet for housing mitigation as well as demonstrate the changed location and unit type integration of all affordable and workforce units in the multifamily buildings, to be reviewed and approved by the Planning Director and the Housing Director prior to issuance of any Building Permit for Phase 2.

Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item P18-046: Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane. Item P18-047, 48, 49: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit for Central Wyoming College at 235 & 255 Veronica Lane. Brendan Conboy made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue items P18-046, -047, -048, and -049 to the regular Town Council meeting scheduled for October 1, 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-163: Conditional Use Permit for a Wireless Antenna at Snow King Lot 59 Grand View Lodges, Third Addition. Brendan Conboy made staff comment. Irene Cook representing Verizon Wireless made comment. Irene Cook representing Verizon Wireless made comment. Public comment was given by Christian Grupp, September Vhay, Matt Faupel, Sarah Grupp, and Shane Rothman.

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-163, a motion was made by Hailey Morton Levinson and seconded by Don Frank to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit to approve a wireless communications facility on Lot 59, Grand View Lodges, Third Addition, subject to the department reviews attached hereto and the following conditions of approval.

1. The lessee shall maintain the stealth Wireless Communication Facility as often as necessary and at its sole expense to ensure that the stealth elements remain in their approved condition such that they continue to i) blend in with the surrounding nature and architecture, ii) ensure that the presence, purpose and nature of the Facility are not readily apparent to a reasonable observer, and iii) provide stealth benefits in light of the weathering and aging of the stealthing material and the structure to which it is attached.
2. The tower's design as a ski hill light pole and its proportions and scale comprise the tower's "concealment elements," as this term is used by the FCC.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-164: Conditional Use Permit for a Wireless Antenna at Snow King, 402 E. Snow King Avenue. Brendan Conboy made staff comment. Irene Cook representing Verizon Wireless made comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-164, a motion was made by Hailey Morton Levinson and seconded by Don Frank to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit and approve a wireless communications facility on the Rafferty Center located at 402 East Snow King Avenue, subject to the department reviews attached hereto and the following condition of approval.

1. The lessee shall maintain the stealth Wireless Communication Facility as often as necessary and at its sole expense to ensure that the stealth elements remain in their approved condition such that they continue to i) blend in with the surrounding nature and architecture, ii) ensure that the presence, purpose and nature of the Facility are not readily apparent to a reasonable observer, and iii) provide stealth benefits in light of the weathering and aging of the stealthing material and the building to which it is attached.

Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item P18-248: Encroachment Agreement with Overdyke Revocable Trust at 2128 Hidden Ranch Lane. Brendan Conboy, Brian Lenz, and Larry Pardee made staff comment.

A motion was made by Bob Lenz and seconded by Jim Stanford to continue this item to the next Town Council meeting on October 1, 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Construction Management Plan for 85 South King. Brian Lenz made staff comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve of the construction staging and phasing plan as presented and direct the owner/applicant to coordinate with neighboring and adjacent businesses and properties for construction related activities and to coordinate with the Town of Jackson for use and occupying of the Public Right-of-Way for all associated construction permits, fees and bonding required for such work on the fee basis as stated within the TOJ Municipal Code under 12.08.060 - Permit Fees. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

First Amendment to the Development Agreement for Hidden Hollow. Brian Lenz made staff comment. Brendan Schulte made comment on behalf of the applicant.

A motion was made by Jim Stanford and seconded by Bob Lenz to approve the First Amendment to the Development Agreement – Hidden Hollow between the Town of Jackson and Hansen & Hansen, LLP, with any minor revisions and authorize the Mayor to sign the amendment to the development agreement.

A motion was made by Don Frank and seconded by Jim Stanford to amend the motion by adding that Paragraph C. would be stricken from the agreement. Brenda Wylie made comment on behalf of the applicant. Mayor Muldoon called for the vote on the amendment. The vote showed 0-5 in favor and the motion failed.

Mayor Muldoon called for the vote on the main, original motion. The vote showed 4-1 in favor with Frank opposed. The motion carried.

Irrigation Installation on Stormy Circle Cul-De-Sac. Johnny Ziem made staff comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the procurement and installation of a hose bib and all associated metering equipment for the landscaped area in the cul-de-sac of Stormy Circle with the understanding that all associated water bills will be the responsibility of one resident of the Stormy Circle cul-de-sac and direct the Town Attorney to create a memorandum of understanding with the resident responsible for payment of the water usage related to the cul-de-sac water meter. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. Jim Stanford made comment on fostering cultural exchange relations with the Wind River Reservation. The Jackson Hole WILD Fest will take place during the first weekend of October and will host a premiere film called "Native America" at the Center for the Arts. He requested that Council consider $5,000 as sponsorship funding on this event from the community promotion account. A motion was made by Jim Stanford and seconded by Mayor Muldoon to provide $5,000 from the community promotion account to sponsor the WILD Fest event. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Town Manager's Report. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept the Town Manager's Report. The Town Manager's Report contained an update on sales and lodging tax, the specific purpose excise tax (SPET), and a retail liquor license update. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:40 p.m.

TOWN OF JACKSON

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Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: September 26, 2018

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
2	JACKSON CURBSIDE INC.	00026106	RECYCLING @ TOWN HALL	09/10/2018	375.00	375.00	09/27/2018
2	JACKSON CURBSIDE INC.	00026111	RECYCLING COLLECTION @ D	09/10/2018	1,335.00	1,335.00	09/27/2018
Total 2:					1,710.00	1,710.00	
5	CARQUEST AUTO PARTS INC.	6090-395190	RELAY	07/03/2018	20.89	20.89	09/27/2018
5	CARQUEST AUTO PARTS INC.	6090-405992	GORILLA TAPE 35 YD	09/20/2018	22.78	22.78	09/27/2018
5	CARQUEST AUTO PARTS INC.	6090-406213	CREDIT: RETURN RELAY	09/21/2018	20.89-	20.89-	09/27/2018
Total 5:					22.78	22.78	
10	CASH	092018	petty CASH	09/20/2018	24.72	24.72	09/20/2018
10	CASH	092018	petty CASH	09/20/2018	84.90	84.90	09/20/2018
10	CASH	092018	petty CASH	09/20/2018	42.00	42.00	09/20/2018
10	CASH	092018	petty CASH	09/20/2018	7.05	7.05	09/20/2018
Total 10:					158.67	158.67	
21	ADVANCED INDUSTRIAL SUPP	5151188	GLOVE MECHANIX	09/13/2018	170.52	170.52	09/27/2018
Total 21:					170.52	170.52	
51	ACE HARDWARE	619220	STAPLES	08/21/2018	32.48	32.48	09/27/2018
51	ACE HARDWARE	621962	CLAMP HOSE	09/12/2018	16.94	16.94	09/27/2018
51	ACE HARDWARE	621994	CORD EXTN	09/12/2018	23.96	23.96	09/27/2018
51	ACE HARDWARE	622504	ANGLE ZMAX A23Z, MINI WEDG	09/17/2018	18.74	18.74	09/27/2018
51	ACE HARDWARE	622533	FILE RND BASTARD 10" CARD,	09/17/2018	54.74	54.74	09/27/2018
51	ACE HARDWARE	622617	COUPL BRS ACE	09/18/2018	7.49	7.49	09/27/2018
51	ACE HARDWARE	622637	PICKUP TOOL 36", ACE TORX B	09/18/2018	52.95	52.95	09/27/2018
51	ACE HARDWARE	622702	10-24X3/4 FLAT SOCKT SCREW	09/18/2018	2.90	2.90	09/27/2018
51	ACE HARDWARE	622816	AANCHR DRV	09/19/2018	10.80	10.80	09/27/2018
51	ACE HARDWARE	622959	parts 25-parts	09/20/2018	89.99	89.99	09/27/2018
51	ACE HARDWARE	623349	1" T40 TORX INSERT BIT, 5/16X	09/24/2018	7.08	7.08	09/27/2018
51	ACE HARDWARE	623379	MAG 2" COMBO	09/24/2018	19.99	19.99	09/27/2018
Total 51:					338.06	338.06	
67	JACKSON HOLE HISTORICAL S	073018	1ST QUARTER MONTHLY SUPP	07/30/2018	1,875.00	1,875.00	09/27/2018
Total 67:					1,875.00	1,875.00	
81	EVANS CONSTRUCTION INC	190165	TICKET #: 70179804- 4000 PSI P	08/28/2018	1,281.50	1,281.50	09/27/2018
Total 81:					1,281.50	1,281.50	
88	AIRGAS INTERMOUNTAIN INC.	9955971500	RENT CYL IND LARGE ACETYL	08/31/2018	100.92	100.92	09/27/2018
Total 88:					100.92	100.92	
96	HIGH COUNTRY LINEN	0089824	MATS @ SHELTER	09/12/2018	61.93	61.93	09/27/2018
96	HIGH COUNTRY LINEN	0089829	BUILDING MAINT @ WWTP	09/12/2018	83.37	83.37	09/27/2018
96	HIGH COUNTRY LINEN	0090085	BUILDING MAINT @ PUBLIC W	09/13/2018	59.05	59.05	09/27/2018
96	HIGH COUNTRY LINEN	0090085	UNIFORMS: ADMIN	09/13/2018	9.70	9.70	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0090085	UNIFORMS: SEWER	09/13/2018	19.40	19.40	09/27/2018
96	HIGH COUNTRY LINEN	0090085	UNIFORMS: WATER	09/13/2018	36.37	36.37	09/27/2018
96	HIGH COUNTRY LINEN	0090085	UNIFORMS: STREETS	09/13/2018	65.48	65.48	09/27/2018
96	HIGH COUNTRY LINEN	0090085	UNIFORMS: FLEET	09/13/2018	38.80	38.80	09/27/2018
96	HIGH COUNTRY LINEN	0090085	UNIFORMS: WWTP	09/13/2018	24.25	24.25	09/27/2018
96	HIGH COUNTRY LINEN	0090726	BUILDING MAINT @ TOJ HOME	09/17/2018	7.50	7.50	09/27/2018
96	HIGH COUNTRY LINEN	0092021	BUILDING MAINT @ TOJ HOME	09/24/2018	25.31	25.31	09/27/2018
96	HIGH COUNTRY LINEN	0092200	MATS @ TOWN HALL	09/25/2018	215.50	215.50	09/27/2018
96	HIGH COUNTRY LINEN	S0090808	BUILDING MAINT @ TOJ HOME	09/17/2018	292.50	292.50	09/27/2018
96	HIGH COUNTRY LINEN	S0091500	BUILDING MAINT @ TOJ REC D	09/20/2018	422.75	422.75	09/27/2018
	Total 96:				1,361.91	1,361.91	
114	JACKSON LUMBER INC	00377398-001	GRIT SILICA SAND	08/23/2018	74.71	74.71	09/27/2018
	Total 114:				74.71	74.71	
123	JIM & GREG THE LOCKSMITHS	47243	KEY DUPLICATE (5) @ WEED A	09/20/2018	15.00	15.00	09/27/2018
	Total 123:				15.00	15.00	
131	JACKSON HOLE NEWS & GUID	284834	AD#352678	09/05/2018	24.45	24.45	09/27/2018
131	JACKSON HOLE NEWS & GUID	285128	AD#353083	09/12/2018	493.08	493.08	09/27/2018
131	JACKSON HOLE NEWS & GUID	285222	AD#351794	09/12/2018	120.00	120.00	09/27/2018
	Total 131:				637.53	637.53	
154	THE CHILDREN'S LEARNING C	091318	1ST QUARTER PAYMENT	09/13/2018	25,350.00	25,350.00	09/27/2018
	Total 154:				25,350.00	25,350.00	
156	LOWER VALLEY ENERGY INC	92050-355- 08/	92050-355- S CACHE LIGHTING	09/20/2018	56.44	56.44	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-356- 08/	92050-356: KARNS MEADOWS	09/20/2018	302.88	302.88	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-359- 08/	92050-359- MILLER PARK PARK	09/10/2018	50.24	50.24	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-360- 08/	92050-360: 1035 W BROADWAY	09/20/2018	16.24	16.24	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-361- 08/	92050-361: 625 W BROADWAY	09/10/2018	20.17	20.17	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-362- 08/	92050-362: STELLARIA LN/S HW	09/20/2018	19.73	19.73	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-369- 08/	92050-369: 1195 S HAY 89 S/O J	09/10/2018	9.38	9.38	09/27/2018
156	LOWER VALLEY ENERGY INC	92050374 1018	455 vine street #1	09/20/2018	60.03	60.03	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-091: 665 FLAT CREEK DR	09/10/2018	16.56	16.56	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-002: ANIMAL SHELTER	09/10/2018	207.51	207.51	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-003: ASPEN HIGHLAND P	09/10/2018	253.37	253.37	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-008: CEMETARY	09/10/2018	20.29	20.29	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-014: HEAT TAPE	09/10/2018	87.76	87.76	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-018: JBP SEWER LIFT PU	09/10/2018	19.20	19.20	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-019: LIFT PUMP COTTON	09/10/2018	49.09	49.09	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-023: RANGEVIEW ST LT	09/10/2018	18.59	18.59	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-024: SEWER LIFT PUMP	09/10/2018	18.14	18.14	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-026: 450 SNOW KING AV	09/10/2018	71.76	71.76	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOT 20, 21	09/10/2018	18.53	18.53	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-028: ST LT LOT 26, 27	09/10/2018	18.32	18.32	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-030: ST LT LOT 95, 96	09/10/2018	18.26	18.26	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-031: ST LT LOT 38, 39	09/10/2018	18.19	18.19	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-032: ST LT LOT 88, 89	09/10/2018	.15	.15	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-034: ST LT LOT 80, 81	09/10/2018	17.62	17.62	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-035: ST LT COTTONWOO	09/10/2018	18.46	18.46	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-036: ST LT LOTS 12, 13	09/10/2018	16.49	16.49	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LT LOTS 86, 87	09/10/2018	18.53	18.53	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-040: ST LT LOTS 90, 91	09/10/2018	19.65	19.65	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-041: ST LT LOTS 99, 101	09/10/2018	16.49	16.49	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-043: ST LT LOTS 68, 69	09/10/2018	16.49	16.49	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-044: SNOW KING ESTAT	09/10/2018	261.40	261.40	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-052: WELLS TOWN OF JA	09/10/2018	3,529.94	3,529.94	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-053: WELLS #2 & #3	09/10/2018	1,559.59	1,559.59	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-054: CITY WELL ELK REF	09/10/2018	11.87	11.87	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-055: CITY WELL ELK REF	09/10/2018	10.76	10.76	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-056: CITY WELL ELK REF	09/10/2018	7.52	7.52	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-059: POLICE GARAGE	09/10/2018	6.44	6.44	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-060: SOUTH GARAGE	09/10/2018	18.48	18.48	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-061: PUBLIC WORKS	09/10/2018	96.60	96.60	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-082: EAST STORAGE BL	09/10/2018	30.52	30.52	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-092: 3150 ADAMS CANYO	09/10/2018	51.51	51.51	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-094: SNOW KING ACE W	09/10/2018	6.44	6.44	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-111: PEARL/WILLOW ST	09/10/2018	17.62	17.62	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-115: 55 KARNS MEADOW	09/10/2018	14.53	14.53	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-128: SKA MAINTANCE AR	09/10/2018	14.53	14.53	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-332: N GLENWOOD MCC	09/10/2018	26.04	26.04	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-335: N CACHE & N GLEN	09/10/2018	9.48	9.48	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-342: 25 S REDMON ST LT	09/10/2018	29.95	29.95	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-353: W DELONEY ST FO	09/10/2018	68.61	68.61	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-358: 650 W BDWY PATHE	09/10/2018	61.45	61.45	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP:89	92050-GRP:8952: MULTIPLE ST	09/10/2018	2,245.43	2,245.43	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-010: ELY SPRINGS RD FI	09/20/2018	5,650.82	5,650.82	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-016: HOME RANCH LIGH	09/20/2018	32.63	32.63	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-020: PATHWAY TUNNEL	09/20/2018	55.05	55.05	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-126: LIFT STATION B SP	09/20/2018	21.92	21.92	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-127: LIFT STATION A MAI	09/20/2018	111.88	111.88	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-130: 3 CRK STREET LIGH	09/20/2018	23.42	23.42	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-132: PARKING GARAGE	09/20/2018	555.91	555.91	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-134: PARKING GARAGE	09/20/2018	8.57	8.57	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-334: JOSEPHINE LOOP L	09/20/2018	81.70	81.70	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-336: HIDDEN RANCH PAT	09/20/2018	29.86	29.86	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-341: HOME RANCH REST	09/20/2018	20.48	20.48	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-005: CACHE KUDAR LIGH	09/20/2018	49.15	49.15	09/27/2018
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-006: CACHE ST N LIGHTI	09/20/2018	29.92	29.92	09/27/2018
	Total 156:				16,244.58	16,244.58	
166	TETON COUNTY-FUND 19	082818PR	AUGUST 2018 PARKS & REC C	08/28/2018	9,384.51	9,384.51	09/27/2018
	Total 166:				9,384.51	9,384.51	
187	NELSON ENGINEERING	47838	PLAT REVIEW 18-004-01	08/31/2018	300.00	300.00	09/27/2018
187	NELSON ENGINEERING	47839	PLAT REVIEW 18-004-01	08/31/2018	150.00	150.00	09/27/2018
	Total 187:				450.00	450.00	
236	SMITH POWER PRODUCTS,INC	3058243	FREIGHT, ALLISON KITS	09/13/2018	30.54	30.54	09/27/2018
	Total 236:				30.54	30.54	
241	ST JOHN'S HOSPITAL	083118	CHEM & LAB	08/31/2018	390.00	390.00	09/27/2018
	Total 241:				390.00	390.00	
257	NAPA AUTO PARTS INC.	764622	TRANS CASE SHAFT BRG, ROL	03/09/2018	59.63	59.63	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	768249	LOCKNUT	03/31/2018	6.98	6.98	09/27/2018
257	NAPA AUTO PARTS INC.	789377	OIL FILTER NAPA	07/13/2018	3.85	3.85	09/27/2018
257	NAPA AUTO PARTS INC.	790621	HR METER	07/19/2018	49.99	49.99	09/27/2018
257	NAPA AUTO PARTS INC.	794688	TIRE GAUGES DIAL, CHUCK	08/06/2018	68.44	68.44	09/27/2018
257	NAPA AUTO PARTS INC.	795136	CREDIT: CORE DEPOSIT	08/07/2018	61.87-	61.87-	09/27/2018
257	NAPA AUTO PARTS INC.	800316	SHOCK ABSORBER	08/30/2018	141.06	141.06	09/27/2018
257	NAPA AUTO PARTS INC.	801930	HITCH 16 EXPLORER	09/07/2018	189.99	189.99	09/27/2018
257	NAPA AUTO PARTS INC.	802887	119PC TOOL KIT	09/12/2018	46.99	46.99	09/27/2018
257	NAPA AUTO PARTS INC.	803338	BRAKE PADS	09/14/2018	51.99	51.99	09/27/2018
257	NAPA AUTO PARTS INC.	804370	BRACKETS	09/19/2018	6.89	6.89	09/27/2018
257	NAPA AUTO PARTS INC.	804608	NAPAGOLD OIL FILTER	09/21/2018	49.89	49.89	09/27/2018
257	NAPA AUTO PARTS INC.	804629	NAPA OIL FILTER	09/21/2018	9.09	9.09	09/27/2018
257	NAPA AUTO PARTS INC.	804780	SKT 1 2DR 15 16	09/21/2018	8.29	8.29	09/27/2018
257	NAPA AUTO PARTS INC.	805276	OIL FILTER NAPA	09/27/2018	23.16	23.16	09/27/2018
257	NAPA AUTO PARTS INC.	805278	OIL FILTER NAPA	09/24/2018	113.64	113.64	09/27/2018
	Total 257:				768.01	768.01	
268	TETON MOTORS INC	5087344	HARNESS	09/14/2018	59.00	59.00	09/27/2018
	Total 268:				59.00	59.00	
270	TETON RENTAL CENTER	29493	SAND BLASTER CLEMCO	08/24/2018	190.00	190.00	09/27/2018
	Total 270:				190.00	190.00	
425	ACE EQUIPMENT & SUPPLY	167129	POLY BRUSH	09/07/2018	266.10	266.10	09/27/2018
	Total 425:				266.10	266.10	
502	ELECTRICAL WHSLE SUPPLY C	S4532472.001	PVC 4" SCHED 40 CONDUIT 10'	09/11/2018	53.26	53.26	09/27/2018
	Total 502:				53.26	53.26	
633	YELLOWSTONE-TETON CLEAN	092618	PER CONTRACT	09/26/2018	3,000.00	3,000.00	09/27/2018
	Total 633:				3,000.00	3,000.00	
668	FREEDOM MAILING SERVICE I	34356	UTILITY BILLING	09/11/2018	914.81	914.81	09/27/2018
668	FREEDOM MAILING SERVICE I	34356	UTILITY BILLING	09/11/2018	914.81	914.81	09/27/2018
	Total 668:				1,829.62	1,829.62	
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	30.10	30.10	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	171.15	171.15	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	115.02	115.02	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	69.60	69.60	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	186.86	186.86	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	245.28	245.28	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	218.30	218.30	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	224.52	224.52	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	32.36	32.36	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	198.63	198.63	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	154.97	154.97	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	113.96	113.96	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	1,446.09	1,446.09	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	170.14	170.14	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	88.70	88.70	09/25/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	186.80	186.80	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	301.36	301.36	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	390.47	390.47	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	122.03	122.03	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	202.89	202.89	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	216.32	216.32	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	91.75	91.75	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	452.67	452.67	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	169.65	169.65	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	44.45	44.45	09/25/2018
671	LINCOLN NATIONAL LIFE	107747 1001	OCTOBER PREMIUM	09/25/2018	44.45	44.45	09/25/2018
	Total 671:				5,688.52	5,688.52	
708	DELTA DENTAL PLAN OF WYO	09142018	OCTOBER PREMIUM	09/14/2018	577.20	577.20	09/25/2018
	Total 708:				577.20	577.20	
829	HEINER, ROBERT	091918	REIMB TRAVEL TO S.D- CAR R	09/19/2018	265.86	265.86	09/27/2018
829	HEINER, ROBERT	092118	TRAVEL EXPENSES	09/21/2018	153.00	153.00	09/27/2018
	Total 829:				418.86	418.86	
1022	GALLS INC.	010712772	UNIFORM PANTS	09/07/2018	345.17	345.17	09/27/2018
	Total 1022:				345.17	345.17	
1081	JACK'S TIRE & OIL	654151-37	275/70R22.5 MICHELIN XTY2 LR	09/11/2018	1,910.40	1,910.40	09/27/2018
	Total 1081:				1,910.40	1,910.40	
1134	ENERGY LABORATORIES INC.	168873	INFLUENT, EFFLUENT	07/16/2018	106.00	106.00	09/27/2018
	Total 1134:				106.00	106.00	
1165	GRAFIX SHOPPE INC.	123229	custom non-refi seiko kit for trailer	09/12/2018	846.00	846.00	09/27/2018
	Total 1165:				846.00	846.00	
1443	TETON COUNTY CLERK	091918	RECORDING AND FILING FEES	09/19/2018	171.00	171.00	09/20/2018
	Total 1443:				171.00	171.00	
1691	CORE & MAIN LP	J311984	NEP T10 R9000I REG USG W/S	09/12/2018	9,824.00	9,824.00	09/27/2018
	Total 1691:				9,824.00	9,824.00	
1949	VERIZON WIRELESS	9814732277	690-7868	09/15/2018	36.24	36.24	09/27/2018
1949	VERIZON WIRELESS	9814732277	699-2277	09/15/2018	46.21	46.21	09/27/2018
	Total 1949:				82.45	82.45	
2175	DIVISION OF VICTIM SERVICES	090418	Crime Victim Surcharge	09/04/2018	450.00	450.00	09/27/2018
	Total 2175:				450.00	450.00	
2224	LOCAL GOV'T LIABILITY POOL	11769	AA20191009 SODERMAN	09/18/2018	1,000.00	1,000.00	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2224:					1,000.00	1,000.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	77640662	EXTENDEDSERVICE AREA FEE	09/04/2018	486.98	486.98	09/27/2018
Total 2669:					486.98	486.98	
2802	WESTWOOD CURTIS	14-175-03 #11	PROJ: GMP AMENDMENT #4 W	09/10/2018	320,555.44	320,555.44	09/27/2018
Total 2802:					320,555.44	320,555.44	
2842	YELLOW IRON EXCAVATION, L	30436	TRASH REMOVAL @ SHELTER	08/31/2018	150.00	150.00	09/27/2018
Total 2842:					150.00	150.00	
3001	CREATIVE ENERGIES, LLC	18-09#1	PROJ: GOVERMENT AGENCY S	09/14/2018	338,674.37	.00	
3001	CREATIVE ENERGIES, LLC	18-09#1	PROJ: GOVERMENT AGENCY S	09/14/2018	466,927.67	.00	
Total 3001:					805,602.04	.00	
3187	MERIDIAN ENGINEERING P.C.	ME-1339	GARAMON FLOOD MIT	08/14/2018	134.09	134.09	09/27/2018
Total 3187:					134.09	134.09	
3323	IDAHO TRAFFIC SAFETY, INC.	189926	PROJECT: 2018 ROAD STRIPPI	09/11/2018	857.50	857.50	09/27/2018
Total 3323:					857.50	857.50	
3407	INTERMOUNTAIN SWEEPER C	106625	HOSE CLAMP HD, FRT	09/06/2018	84.48	84.48	09/27/2018
Total 3407:					84.48	84.48	
3408	E.R. OFFICE EXPRESS	09992	ASSORTED GREETING CARDS,	08/07/2018	55.88	55.88	09/27/2018
3408	E.R. OFFICE EXPRESS	10055	CORRECTION TAPE	08/14/2018	35.32	35.32	09/27/2018
3408	E.R. OFFICE EXPRESS	10340	MESH LOW BACK TASK CHAIR-	09/11/2018	125.75	125.75	09/27/2018
3408	E.R. OFFICE EXPRESS	10444	leTTER OPENERS	09/20/2018	4.86	4.86	09/27/2018
3408	E.R. OFFICE EXPRESS	10451	DIGITAL SCALE	09/19/2018	25.99	25.99	09/27/2018
Total 3408:					247.80	247.80	
3420	VISA	1065 0918	THE LIFT	08/24/2018	108.00	108.00	09/18/2018
3420	VISA	1065 0918	SMITHS	08/24/2018	15.89	15.89	09/18/2018
3420	VISA	1065 0918	ALBERTSONS	08/24/2018	6.03	6.03	09/18/2018
3420	VISA	1065 0918	MOES	08/24/2018	68.90	68.90	09/18/2018
3420	VISA	1065 0918	PINKY G	08/24/2018	72.75	72.75	09/18/2018
3420	VISA	1073 0918	BLUE 360 MEDIE	08/24/2018	74.25	74.25	09/18/2018
3420	VISA	1123 0918	POCKETPRESS	08/24/2018	314.65	314.65	09/18/2018
3420	VISA	1123 0918	ALBERTSONS	08/24/2018	23.54	23.54	09/18/2018
3420	VISA	1123 0918	ULINE SHIP	08/24/2018	624.24	624.24	09/18/2018
3420	VISA	1214 0918	SALT LAKE EXPRESS	08/24/2018	119.00	119.00	09/18/2018
3420	VISA	1255 0918	TRAVEL EXPENSES TO COLOR	08/24/2018	1,093.17	1,093.17	09/18/2018
3420	VISA	1255 0918	EVIDENT	08/24/2018	265.11	265.11	09/18/2018
3420	VISA	2030 0918	SHELL	08/24/2018	58.01	58.01	09/18/2018
3420	VISA	2030 0918	AED SUPERSTORE	08/24/2018	80.60	80.60	09/18/2018
3420	VISA	2030 0918	ARC SERVICES	08/24/2018	105.00	105.00	09/18/2018
3420	VISA	2030 0918	HOBACK SPORTS	08/24/2018	26.50	26.50	09/18/2018
3420	VISA	5207 0918	TRAVEL EXPENSES	08/24/2018	66.68	66.68	09/18/2018
3420	VISA	5207 0918	CROWHEART STORE	08/24/2018	27.86	27.86	09/18/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	5207 0918	EXXON	08/24/2018	58.48	58.48	09/18/2018
3420	VISA	5207 0918	AMAZON WELLNESS SUPPLIES	08/24/2018	195.00	195.00	09/18/2018
3420	VISA	5207 0918	TRAVEL EXPENSES TO KANSA	08/24/2018	760.15	760.15	09/18/2018
3420	VISA	5207 0918	SMITHS FUEL	08/24/2018	37.05	37.05	09/18/2018
3420	VISA	5207 0918	SMITHS FUEL	08/24/2018	20.00	20.00	09/18/2018
3420	VISA	5207 0918	TRAVEL EXPENSES	08/24/2018	1.43	1.43	09/18/2018
3420	VISA	5215 0918	RON BIT ENTERPRISES	08/24/2018	159.91	159.91	09/18/2018
3420	VISA	5215 0918	BIHN TRAN TAXI	08/24/2018	60.00	60.00	09/18/2018
3420	VISA	5215 0918	UBER	08/24/2018	34.19	34.19	09/18/2018
3420	VISA	5215 0918	UBER	08/24/2018	10.00	10.00	09/18/2018
3420	VISA	5215 0918	HILTON HOTEL	08/24/2018	582.26	582.26	09/18/2018
3420	VISA	5215 0918	KMART	08/24/2018	201.35	201.35	09/18/2018
3420	VISA	5215 0918	VERIZONE	08/24/2018	64.50	64.50	09/18/2018
3420	VISA	5215 0918	COCA COLA	08/24/2018	13.25	13.25	09/18/2018
3420	VISA	5215 0918	SMITHS	08/24/2018	22.44	22.44	09/18/2018
3420	VISA	5215 0918	STAPLES	08/24/2018	51.18	51.18	09/18/2018
3420	VISA	5215 0918	STAPLES	08/24/2018	436.72	436.72	09/18/2018
3420	VISA	5215 0918	ANTLER MOTEL	08/24/2018	122.71	122.71	09/18/2018
3420	VISA	5397 0918	NATIONAL LEAGUE OF CITIES	08/24/2018	635.00	635.00	09/18/2018
3420	VISA	5397 0918	ALBERTSONS	08/24/2018	28.22	28.22	09/18/2018
3420	VISA	5397 0918	PINKY G'S	08/24/2018	99.64	99.64	09/18/2018
3420	VISA	5397 0918	UNITED AIRLINES	08/24/2018	1,093.60	1,093.60	09/18/2018
3420	VISA	5397 0918	UNITED AIRLINES	08/24/2018	56.00	56.00	09/18/2018
3420	VISA	5397 0918	UNITED AIRLINES	08/24/2018	112.00	112.00	09/18/2018
3420	VISA	5397 0918	CMR ;LEISURE	08/24/2018	269.14	269.14	09/18/2018
3420	VISA	5397 0918	AMERICAN AIRLINES	08/24/2018	403.10	403.10	09/18/2018
3420	VISA	5397 0918	AMERICAN AIRLINES	08/24/2018	403.10	403.10	09/18/2018
3420	VISA	5397 0918	NATIONAL LEAGUE OF CITIES	08/24/2018	635.00	635.00	09/18/2018
3420	VISA	6098 0918	FED EX	08/24/2018	74.90	74.90	09/18/2018
3420	VISA	6098 0918	FED EX	08/24/2018	25.83	25.83	09/18/2018
3420	VISA	6098 0918	EL ABUELITO	08/24/2018	26.26	26.26	09/18/2018
3420	VISA	6098 0918	STAPLES	08/24/2018	21.97	21.97	09/18/2018
3420	VISA	6098 0918	STAPLES	08/24/2018	3.79	3.79	09/18/2018
3420	VISA	6098 0918	ALBERTSONS	08/24/2018	40.25	40.25	09/18/2018
3420	VISA	6098 0918	PEARL STREET BAGES	08/24/2018	60.50	60.50	09/18/2018
3420	VISA	6106 0918	INTERNATIONAL CODE COUNC	08/24/2018	799.76	799.76	09/18/2018
3420	VISA	6106 0918	WIX.COM	08/24/2018	168.00	168.00	09/18/2018
3420	VISA	6106 0918	STAPLES	08/24/2018	61.37	61.37	09/18/2018
3420	VISA	6593 0918	CBMR ON LINE	08/24/2018	403.71	403.71	09/18/2018
3420	VISA	6593 0918	PILOT	08/24/2018	17.18	17.18	09/18/2018
3420	VISA	6684 0918	ALEXANDRIA TAXI	08/24/2018	37.20	37.20	09/18/2018
3420	VISA	6684 0918	PESCO GRILL	08/24/2018	217.00	217.00	09/18/2018
3420	VISA	6684 0918	THUNDER GRILL	08/24/2018	44.25	44.25	09/18/2018
3420	VISA	6684 0918	BARRAFINA BAR	08/24/2018	138.30	138.30	09/18/2018
3420	VISA	6684 0918	FAIRFAX EMBESSY ROW	08/24/2018	26.00	26.00	09/18/2018
3420	VISA	6684 0918	TAXI	08/24/2018	22.57	22.57	09/18/2018
3420	VISA	6684 0918	SNOW KING	08/24/2018	225.54	225.54	09/18/2018
3420	VISA	6817 0918	TETON TAILS	08/24/2018	109.98	109.98	09/18/2018
3420	VISA	6825 0918	NASRO	08/24/2018	495.00	495.00	09/18/2018
3420	VISA	6825 0918	SAFEWAY FUEL	08/24/2018	43.00	43.00	09/18/2018
3420	VISA	6825 0918	SUBWAY	08/24/2018	8.61	8.61	09/18/2018
3420	VISA	6825 0918	MAVERICK	08/24/2018	35.83	35.83	09/18/2018
3420	VISA	6825 0918	SAFEWAY FUEL	08/24/2018	7.18	7.18	09/18/2018
3420	VISA	6908 0918	IT EXPENES	08/24/2018	7.65	7.65	09/18/2018
3420	VISA	6908 0918	IT EXPENES	08/24/2018	7.95	7.95	09/18/2018
3420	VISA	6908 0918	IT EXPENES	08/24/2018	7.95-	7.95-	09/18/2018
3420	VISA	6908 0918	IT EXPENES	08/24/2018	.30	.30	09/18/2018
3420	VISA	6908 0918	IT EXPENES	08/24/2018	4,030.12	4,030.12	09/18/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	7294 0918	ANIMAL SHELTER SUPPLIES	08/24/2018	333.48	333.48	09/18/2018
3420	VISA	7294 0918	ANIMAL SHELTER SUPPLIES	08/24/2018	20.97	20.97	09/18/2018
3420	VISA	7294 0918	ANIMAL SHELTER SUPPLIES	08/24/2018	118.98	118.98	09/18/2018
3420	VISA	8144 0918	YELLOWSTONE ENTRANCE	08/24/2018	35.00	35.00	09/18/2018
3420	VISA	8144 0918	COMFORT INN	08/24/2018	249.99	249.99	09/18/2018
3420	VISA	8144 0918	SMITHS	08/24/2018	24.57	24.57	09/18/2018
3420	VISA	8144 0918	TETON TAILS	08/24/2018	101.00	101.00	09/18/2018
3420	VISA	8144 0918	NEPTUNE	08/24/2018	295.00	295.00	09/18/2018
3420	VISA	8144 0918	DELTA	08/24/2018	767.94	767.94	09/18/2018
3420	VISA	8144 0918	NORTHERN TOOL	08/24/2018	114.15	114.15	09/18/2018
3420	VISA	8144 0918	HACH COMPANY	08/24/2018	753.17	753.17	09/18/2018
3420	VISA	8144 0918	AMAZON WATER FILTER	08/24/2018	19.95	19.95	09/18/2018
3420	VISA	8144 0918	TRACTOR SALES	08/24/2018	1,646.81	1,646.81	09/18/2018
3420	VISA	8144 0918	SAETY SIGN	08/24/2018	586.53	586.53	09/18/2018
3420	VISA	8144 0918	AMERICAN FILTRATION	08/24/2018	625.92	625.92	09/18/2018
3420	VISA	8144 0918	AMERICAN FILTRATION	08/24/2018	348.96	348.96	09/18/2018
3420	VISA	8144 0918	SIDEWINDERS	08/24/2018	106.05	106.05	09/18/2018
3420	VISA	8144 0918	ALBERTSONS	08/24/2018	75.07	75.07	09/18/2018
3420	VISA	8144 0918	PINKY G	08/24/2018	75.07	75.07	09/18/2018
3420	VISA	8144 0918	PINKY G	08/24/2018	316.25	316.25	09/18/2018
3420	VISA	8144 0918	AMAZON SOLENOID	08/24/2018	538.29	538.29	09/18/2018
3420	VISA	8144 0918	PINKY G	08/24/2018	75.07-	75.07-	09/18/2018
3420	VISA	8185 0918	UPS STORE	08/24/2018	48.52	48.52	09/18/2018
3420	VISA	8185 0918	ALBERTSON	08/24/2018	177.54	177.54	09/18/2018
3420	VISA	8185 0918	STAPLES	08/24/2018	10.59	10.59	09/18/2018
3420	VISA	8185 0918	CREEKSIDE	08/24/2018	48.00	48.00	09/18/2018
3420	VISA	8185 0918	CUTTY'S	08/24/2018	104.39	104.39	09/18/2018
3420	VISA	8581 0918	AVIS	08/24/2018	211.77	211.77	09/18/2018
3420	VISA	8581 0918	UNITED	08/24/2018	613.60	613.60	09/18/2018
Total 3420:					25,160.14	25,160.14	
3500	BISON LUMBER	1809-689225	10X4 BRONZE STAR DRIVE SC	09/17/2018	151.91	151.91	09/27/2018
3500	BISON LUMBER	1809689242	CREDIT: RETURN -4" BRONZE	09/17/2018	147.87-	147.87-	09/27/2018
3500	BISON LUMBER	1809-689243	BRONZE STAR DRIVE SCR, 3" B	09/17/2018	147.85	147.85	09/27/2018
3500	BISON LUMBER	1809-689261	8', 10', 12' SEL & BTR F/L	09/17/2018	1,592.00	1,592.00	09/27/2018
Total 3500:					1,743.89	1,743.89	
3527	UPS	0000129VW43	SHIPPING CHARGE-POLICE	09/08/2018	22.42	22.42	09/27/2018
3527	UPS	0000129VW43	SHIPPING CHARGE-POLICE	09/15/2018	41.67	41.67	09/27/2018
Total 3527:					64.09	64.09	
3580	WILSON, JOSH	072118	REIMBURSMENT FOR SAFETY	07/21/2018	49.83	49.83	09/27/2018
Total 3580:					49.83	49.83	
3596	ADVANCED GLASS TRIM, LLC	25679	WINDSHIELD #3391- 2017 CHEV	09/19/2018	320.00	320.00	09/27/2018
Total 3596:					320.00	320.00	
3619	WY CHILD SUPPORT ENFORCE	092518	case #209790 GALLEGHER	09/25/2018	146.76	146.76	09/25/2018
Total 3619:					146.76	146.76	
3713	COHEN-DAVIS, AUDREY	092418	TRAVEL EXPENSES	09/24/2018	912.46	912.46	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3713:					912.46	912.46	
3769	ADVANCED SIGN & DESIGN	0064930-IN	12X12 TOILET DECAL	08/31/2018	375.00	375.00	09/27/2018
Total 3769:					375.00	375.00	
3876	FITZGERALD, TODD	1191	CUT DOWN ASPEN TREE @ 68	07/09/2018	355.00	355.00	09/27/2018
3876	FITZGERALD, TODD	1234	UTILIZE AERIAL LIFT TO CUT D	09/20/2018	5,099.00	5,099.00	09/27/2018
Total 3876:					5,454.00	5,454.00	
3885	EVIDENT	133793A	NARK II TEST	09/18/2018	123.15	123.15	09/27/2018
3885	EVIDENT	134996B	NARK II TEST	09/12/2018	102.75	102.75	09/27/2018
Total 3885:					225.90	225.90	
3955	THOMSON WEST	838820173	WEST INFORMATION CHARGE	09/01/2018	350.45	350.45	09/27/2018
3955	THOMSON WEST	838820173	WEST INFORMATION CHARGE	09/01/2018	700.90	700.90	09/27/2018
3955	THOMSON WEST	838902655	LIBRARY PLAN CHANGES	09/04/2018	42.06	42.06	09/27/2018
Total 3955:					1,093.41	1,093.41	
4044	IDAHO FALLS PETERBILT	488478	2XL ORANGE & LX ORANGE	09/11/2018	15.28	15.28	09/27/2018
Total 4044:					15.28	15.28	
4088	C.M. OWEN CONSTRUCTION, L	18205-1	PROJ: TOJ 2018 FALL STREET	09/20/2018	130,227.11	130,227.11	09/27/2018
Total 4088:					130,227.11	130,227.11	
4212	GILLIG LLC	40495952	SLACK LH 10 SPLINE ADJ	09/11/2018	302.78	302.78	09/27/2018
4212	GILLIG LLC	40496949	MAGNET KIT	09/13/2018	106.62	106.62	09/27/2018
4212	GILLIG LLC	40497469	SEAL SERVICE KIT	09/14/2018	197.16	197.16	09/27/2018
4212	GILLIG LLC	40497959	SL3 ARM ASM	09/17/2018	450.56	450.56	09/27/2018
Total 4212:					1,057.12	1,057.12	
4320	WARNER TRUCK CENTER	X101210510:0	CLAMP, GASKETS	09/12/2018	286.40	.00	
4320	WARNER TRUCK CENTER	X101211020:0	POSITION SENSOR	09/13/2018	41.10	.00	
4320	WARNER TRUCK CENTER	X101213055:0	CREDIT: CAM SPRING, LUBE FI	09/20/2018	654.07-	.00	
4320	WARNER TRUCK CENTER	X101213056:0	CAM SPRING, LUBE FILTER, FIL	09/20/2018	612.14	.00	
4320	WARNER TRUCK CENTER	X101213057:0	CREDIT: RETURN CLAMPS AND	09/20/2018	286.40-	.00	
Total 4320:					.83-	.00	
4357	JACKSON HOLE COURT REPO	2758	COPY OF DEPOSITIONS	08/27/2018	260.75	260.75	09/27/2018
Total 4357:					260.75	260.75	
4359	SHERWIN-WILLIAMS CO.	6516-7	XYLENE 5-SW	08/29/2018	102.81	102.81	09/27/2018
Total 4359:					102.81	102.81	
4398	PALAZZOLO, MICHAEL	092418	TRAVEL EXPENSES	09/24/2018	497.50	497.50	09/27/2018
4398	PALAZZOLO, MICHAEL	092518	TRAVEL EXPENSES	09/24/2018	757.82	757.82	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4398:					1,255.32	1,255.32	
4493	WRIGHT, JASON	092418	TRAVEL EXPENSES	09/24/2018	454.50	454.50	09/27/2018
4493	WRIGHT, JASON	092518	TRAVEL EXPENSES	09/24/2018	143.91	143.91	09/27/2018
Total 4493:					598.41	598.41	
4550	PORTER'S OFFICE PRODUCTS	705012-0	PAPER	09/04/2018	131.96	131.96	09/27/2018
Total 4550:					131.96	131.96	
4614	C & A PROFESSIONAL CLEANI	SEPT2018- GY	CLEANING SERVICE- SEPTEMB	09/27/2018	896.44	.00	
4614	C & A PROFESSIONAL CLEANI	SEPT2018- P	CLEANING SERVICE- SEPTEMB	09/27/2018	1,909.68	.00	
4614	C & A PROFESSIONAL CLEANI	SEPT2018- ST	CLEANING SERVICE- SEPTEMB	09/27/2018	1,442.08	.00	
4614	C & A PROFESSIONAL CLEANI	SEPT2018- TH	CLEANING SERVICE- SEPTEMB	09/27/2018	3,983.73	.00	
Total 4614:					8,231.93	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2370837001	WHEEL WIGHTS	08/24/2018	104.15	104.15	09/27/2018
4623	MSC INDUSTRIAL SUPPLY CO	2370837003	L-F CRIMP/ SOLDER BUTT 24-2	08/28/2018	25.55	25.55	09/27/2018
Total 4623:					129.70	129.70	
4691	SCHOW'S TRUCK CENTER	C005040658:0	ROC SHOW, ROC Q+	09/19/2018	754.34	754.34	09/27/2018
Total 4691:					754.34	754.34	
4699	SNAKE RIVER ROASTING	602838	COFFEE	09/13/2018	53.30	53.30	09/27/2018
4699	SNAKE RIVER ROASTING	602979	COFFEE 2 FIVE LB BAGS, BUN	09/20/2018	131.85	131.85	09/27/2018
4699	SNAKE RIVER ROASTING	602985	COFFEE	09/20/2018	121.55	121.55	09/27/2018
Total 4699:					306.70	306.70	
4709	FLEETPRIDE	9258161	SPRING BRAKE, FRT	09/11/2018	432.14	432.14	09/27/2018
4709	FLEETPRIDE	9470807	CYL REPAIR	09/19/2018	300.00	300.00	09/27/2018
Total 4709:					732.14	732.14	
4774	BIG R RANCH & HOME	1343907	VEST- DENWOOD: UNIFORMS	09/11/2018	74.99	74.99	09/27/2018
Total 4774:					74.99	74.99	
4850	SPRADLEY BARR MOTORS, IN	47946	2018 FORD EXPLORE- WHITE-	09/18/2018	29,637.00	29,637.00	09/27/2018
4850	SPRADLEY BARR MOTORS, IN	47961	2018 FORD EXPLORER- WHITE-	09/18/2018	29,637.00	29,637.00	09/27/2018
4850	SPRADLEY BARR MOTORS, IN	47994	2018 FORD TAURUS- WHITE- S	09/18/2018	27,166.00	27,166.00	09/27/2018
4850	SPRADLEY BARR MOTORS, IN	48042	2018 FORD TAURUS- WHITE- S	09/18/2018	27,166.00	27,166.00	09/27/2018
Total 4850:					113,606.00	113,606.00	
4887	CONTROL SYSTEM TECHNOLO	9075	CONTROL SERVICE, CONTROL	09/18/2018	7,453.50	7,453.50	09/27/2018
Total 4887:					7,453.50	7,453.50	
4988	HD FOWLER COMPANY	I4946378	TAPPING SLEEVE STAINLESS	09/05/2018	671.65	671.65	09/27/2018
Total 4988:					671.65	671.65	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5020	SCARLETT, SEAN	092618	RETURN BOND B18-0567 685 U	09/26/2018	1,500.00	1,500.00	09/27/2018
Total 5020:					1,500.00	1,500.00	
5045	ESPINOZA, NATALY	091718	TRAVEL EXPENSES	09/17/2018	50.60	50.60	09/27/2018
Total 5045:					50.60	50.60	
5085	CORNFORTH CONSULTANTS, I	11144	HILLSIDE REGULATION GUIDA	08/07/2018	355.50	355.50	09/27/2018
5085	CORNFORTH CONSULTANTS, I	11207	W. BROADWAY SLIDE - CONSU	09/05/2018	6,944.30	6,944.30	09/27/2018
Total 5085:					7,299.80	7,299.80	
5098	JACKSON ANIMAL HOSPITAL	17760	FELINE SPAY	08/03/2018	90.00	90.00	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	17761	MEDS	08/03/2018	23.51	23.51	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	17831	ANIMAL CARE	08/06/2018	185.25	185.25	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	17840	FELINE NEUTER	08/07/2018	80.00	80.00	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	17840	RABIES	08/07/2018	30.00	30.00	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	18119	FELINE SPAY	08/17/2018	80.00	80.00	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	18119	RABIES & MEDS	08/17/2018	36.00	36.00	09/27/2018
5098	JACKSON ANIMAL HOSPITAL	18159	MEDS	08/20/2018	20.00	20.00	09/27/2018
Total 5098:					544.76	544.76	
5174	HORIZON LANDSCAPE SERVIC	1883	PROJ: 2018 SIDEWALK PROJEC	09/20/2018	436.50	436.50	09/27/2018
Total 5174:					436.50	436.50	
5322	CHARGEPOINT, INC	08012018-REN	OPTION 1- CHARGE-POINT CL	09/19/2018	2,240.00	2,240.00	09/27/2018
Total 5322:					2,240.00	2,240.00	
5365	ALL AMERICAN PUBLISHING	0851847-IN	WINTER 2018 BANNER	09/07/2018	299.50	299.50	09/27/2018
Total 5365:					299.50	299.50	
5473	KELLERSTRASS ENTERPRISES	960200	MIDGRADE 87- E-10	06/08/2018	11,444.46	11,444.46	09/27/2018
5473	KELLERSTRASS ENTERPRISES	979628	MIDGRADE 87- E-10	09/20/2018	23,987.48	23,987.48	09/27/2018
Total 5473:					35,431.94	35,431.94	
5489	WRENCH IT PLUMBING & HEAT	4662	BATHROOM REMODEL PLUMBI	07/08/2018	3,120.86	3,120.86	09/27/2018
Total 5489:					3,120.86	3,120.86	
5607	LINCOLN COUNTY SHERIFF	100 0918	CONTRACT LAW ENFORCEME	09/18/2018	12,320.00	12,320.00	09/27/2018
Total 5607:					12,320.00	12,320.00	
5637	TIGHE, JOHN	16359	TIP DRILL SET	09/13/2018	25.65	25.65	09/27/2018
5637	TIGHE, JOHN	16461	10-PC LEFT DRILL	09/20/2018	79.55	79.55	09/27/2018
5637	TIGHE, JOHN	16462	6PC COMBO REPA	09/20/2018	250.00	250.00	09/27/2018
Total 5637:					355.20	355.20	
5833	MEYER, KARL	091018	DOT PHYSICAL REIMBURSE	09/10/2018	130.00	130.00	09/27/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5833:					130.00	130.00	
5846	TETON TOOLS LLC	09181813001	SOLUS EDGE LOE SCAN BAY	09/18/2018	549.01	549.01	09/27/2018
Total 5846:					549.01	549.01	
5895	TETON MOUNTAIN RANCH	4347	DIRT, SOD, SWEEPINGS, CONC	09/08/2018	475.00	475.00	09/27/2018
Total 5895:					475.00	475.00	
6000	TRAFFIC SAFETY STORE	000668644	6' YELLOW ECONOMY PLASTIC	08/24/2018	1,009.95	1,009.95	09/27/2018
Total 6000:					1,009.95	1,009.95	
6028	SETCOM CORPORATION	35440	REPAIR	09/14/2018	96.75	96.75	09/27/2018
Total 6028:					96.75	96.75	
6036	BIRDYSHAW, SANDY	091718	TRAVEL EXPENSES	09/17/2018	737.94	737.94	09/27/2018
Total 6036:					737.94	737.94	
6041	HOLE FOOD RESCUE	092518	1st QUARTER PAYMENT	09/25/2018	1,250.00	1,250.00	09/27/2018
Total 6041:					1,250.00	1,250.00	
6062	ANDERSON, JACOB	281366	REIMBURSTMENT FOR SAFET	09/17/2018	100.00	100.00	09/27/2018
Total 6062:					100.00	100.00	
6092	ENERGY 1	1306	LABOR WORK AND MATERIALS	09/13/2018	200.00	200.00	09/27/2018
Total 6092:					200.00	200.00	
6156	BUCKRAIL, LLC	1415	ADS	09/26/2018	375.00	375.00	09/27/2018
Total 6156:					375.00	375.00	
6157	INTELLICHOICE, INC	1229218	DEVELOPEMENT WORK	09/05/2018	22,620.00	22,620.00	09/27/2018
Total 6157:					22,620.00	22,620.00	
6176	BRAFFORD, STEPHEN	091718	Rent deposit	09/17/2018	600.00	600.00	09/17/2018
6176	BRAFFORD, STEPHEN	091718	less water/sewer and lower valley	09/17/2018	74.15-	74.15-	09/17/2018
Total 6176:					525.85	525.85	
6226	WEST COAST CODE CONSULT	UT18-579-005	INSPECTION SERVICES	09/10/2018	4,847.20	4,847.20	09/27/2018
Total 6226:					4,847.20	4,847.20	
6246	Beth Ann Peterson	090418	Refund Business License Applicat	09/04/2018	100.00	100.00	09/17/2018
Total 6246:					100.00	100.00	
6255	Mike DeLange	091718	Release Bond 703 Rodeo Drive B	09/17/2018	5,000.00	5,000.00	09/17/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6255:					5,000.00	5,000.00	
6256	JACKSON HOLE TWIN CINEMA	092418	REFUND MALT BEVERAGE PER	09/24/2018	100.00	100.00	09/27/2018
Total 6256:					100.00	100.00	
6257	CERTIFIED LABORATORIES	3244910	PREMALUBE EXTREME	08/22/2018	731.15	731.15	09/27/2018
Total 6257:					731.15	731.15	
6258	DAVIDSON, FOREST	091818	REIMBURSE FOR TRAVEL EXP	09/18/2018	214.20	214.20	09/27/2018
Total 6258:					214.20	214.20	
6259	GUTIEREZ, KATHLEEN	082418	REIMBURSE FOR LOCK CHANG	08/24/2018	179.54	179.54	09/27/2018
Total 6259:					179.54	179.54	
6260	POLISEO, FLOREN	092418	MOVING EXPENSES	09/24/2018	5,000.00	5,000.00	09/27/2018
Total 6260:					5,000.00	5,000.00	
6261	VAN HOUTEN, DOUG	091718	DOT PHYSICAL REIMBURSE	09/17/2018	130.00	130.00	09/27/2018
Total 6261:					130.00	130.00	
6262	MCPEAK, BRETT	091718	RETURN ZONING FEE	09/17/2018	500.00	500.00	09/27/2018
Total 6262:					500.00	500.00	
6263	JIM'S TROPHY ROOM	108131	CERT PLAQUES	09/13/2018	272.37	272.37	09/27/2018
Total 6263:					272.37	272.37	
6264	Paymac, Inc	092718	Two used buses	09/27/2018	19,591.00	19,591.00	09/27/2018
Total 6264:					19,591.00	19,591.00	
Grand Totals:					1,644,788.63	830,955.49	

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.

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018 **SUBMITTING DEPARTMENT**: PLANNING & BUILDING
MEETING DATE: OCTOBER 1, 2018 **DEPARTMENT DIRECTOR:** TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR
APPLICANT: JACKSON HOLE CLASSICAL ACADEMY – ELIZA TODD

SUBJECT: TEMPORARY SIGN PERMIT – Discover Classical Learning

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at 105 Buffalo Way, Albertsons during:

October 28, 2018 – November 3, 2018

Section 4670.I of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Councils strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner located at 105 Buffalo Way, Albertsons, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Jackson Hole Classical Academy may be installed during: October 28, 2018 – November 3, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Jackson Hole Classical Academy, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

ph: (307) 733-0520 or
(307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Discover Classical Learning Physical Address of Event: 3255 W High School Rd.

Description of Event: Introduction to Classical Curriculum

EVENT SPONSOR/APPLICANT:

Name: Jackson Hole Classical Academy (Eliza Todd) Phone: 307-201-5040

Mailing Address: PO Box 7466 ZIP: 83002

E-mail: ETODD@jhclassical.org Non-Profit: ✓ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: Albertsons

Physical Address: 105 Buffalo Way

Dates of Display: Oct. 29 - Nov 3, 2018

Consent from Owner Obtained? Yes ✓ No ____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes ____ No ____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes ____ No ____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes ____ No ____

SUBMITTAL REQUIREMENTS. *Attach the following:*

✓ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

____ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Elizabeth Fite Todd
Signature of Authorized Event Applicant

9/17/18
Date

Eliza Fite Todd
Applicant Name Printed

Executive Assistant
Title

5ft x 15ft (vinyl)

Jackson Hole Classical Academy

Discover Classical *Learning!*

Thursday, November 8
6:00-7:30 PM

jhclassical.org

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018 **SUBMITTING DEPARTMENT**: PLANNING & BUILDING
MEETING DATE: OCTOBER 1, 2018 **DEPARTMENT DIRECTOR:** TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR
APPLICANT: LAFF STAFF IMPROV SHOWS – NICK STARON

SUBJECT: TEMPORARY SIGN PERMIT – Laff Staff Improv Shows

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at 105 Buffalo Way, Albertsons during:

October 7, 2018 – October 14, 2018
December 2, 2018 – December 9, 2018
February 3, 2018 – February 10, 2018
March 10, 2018 – March 17, 2018
April 28, 2018 – May 5, 2018

Section 4670.I of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Councils strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner located at 105 Buffalo Way, Albertsons, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for the Laff Staff Improv Shows may be installed during:

October 7, 2018 – October 14, 2018
December 2, 2018 – December 9, 2018
February 3, 2018 – February 10, 2018
March 10, 2018 – March 17, 2018
April 28, 2018 – May 5, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Laff Staff Improv Shows, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

ph: (307) 733-0520 or
(307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Laff Staff Improv Shows Physical Address of Event: 265 S. Cache - CFTA

Description of Event: The Laff Staff is starting their 11th season together performing improv comedy

EVENT SPONSOR/APPLICANT:

Name: Nick Staron - Member Phone: (216)389-0498

Mailing Address: PO Box 3434 Jackson, WY ZIP: 83001

E-mail: nickstaron@hotmail.com Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: Albertsonson

Physical Address: 105 Buffalo Way

Dates of Display: 2018: Oct 7-14, Dec 2-9, 2019: Feb 3-10, March 10-17, April 28-5

Consent from Owner Obtained? Yes X No____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. *Attach the following:*

X Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

X Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson 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 Authorized Event Applicant Date 9/25/18

Nicholas Staron Member

Applicant Name Printed Title

5ft

20ft

Only the top 15ft appears from the street. The rest is folded below the sign because we made it too long. There is a green stripe behind "The Laff Staff" and a red stripe behind "Fri & Sat".

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: September 27, 2018
MEETING DATE: October 1, 2018

SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Todd Smith
PRESENTER: Chief Todd Smith

SUBJECT: Vehicle Towing Services.

STATEMENT/PURPOSE
To award multiple contracts to create a towing rotation for law enforcement related services.

BACKGROUND/ALTERNATIVES
The Jackson Police Department has a regular need to tow vehicles for violations of law, for public safety reasons, post traffic accidents, winter street maintenance, abandoned vehicles, and evidentiary purposes.

Previously, the Jackson Police Department has awarded one contract for towing services. This was done to establish clear guidelines and expectations for the tows, ensure fixed prices for budgeting purposes, ensure prompt response times and provide reasonable rates to the public for tow services.

This contract was previously held by Ron's Towing, which expired May 31, 2018 and had been previously extended one year based upon an option written into the contract.

During the course of the last year, the Jackson Police Department has found Ron's Towing hasn't always been available or slow to respond, either because of poor cell reception or other commitments. This highlights the need for the police department to have more than one option when seeking tow services. Historically, this was done with a tow rotation not subject to any contract. While this rotation insured tow truck availability, the lack of a contract did not provide clear guidelines and expectations for the tows, ensure fixed prices for budgeting purposes, ensure prompt response times and provide reasonable rates to the public for tow services.

The Jackson Police Department believes that by combining these two systems, we can insure tow truck availability while also keeping the benefits a contract provides.

STAKEHOLDER ANALYSIS
The stakeholders in this issue include the Town of Jackson, towing providers, and the public.

ATTACHMENTS
Non-Exclusive Vehicle Towing and Impound Storage Professional Services Agreements

FISCAL IMPACT
The Jackson Police Department receives funding from the general fund annually to pay for towing series. No additional funding should be necessary, and the proposed rates are the same as they were previously.

STAFF IMPACT
Staff is impacted minimally each month through administrative duties to reconcile tow related bills that are received from the towing companies for payment. Approximately 1 hour monthly.

LEGAL REVIEW

The suggested contracts between the TOJ and tow companies is a reiteration of a previously used contracts and was modified by the City Attorney.

RECOMMENDATION

Staff recommends that the law enforcement towing series contracts be awarded to those companies willing to sign on to the proposed rotation. These companies include: Ron's Towing, Eagle Towing, and Big Bear/Flat Creek Towing.

SUGGESTED MOTION

I move to approve the Jackson Police Department Towing and Impound Services Agreements with Ron's Towing, Eagle Auto Services, and Big Bear/Flat Creek Towing, and further authorize the Mayor to execute the agreements subject to any minor changes by the Chief of Police or City Attorney.

Non-Exclusive Vehicle Towing and Impound Storage Professional Services Agreement

This Vehicle Towing and Impound Storage Contract for Services, hereinafter "Agreement," is entered into as of this 1st day of October, 2018, by and between the TOWN OF JACKSON, a Wyoming Municipal Corporation, hereinafter referred to as "Town," and Ron's Towing, LLC (d/b/a "Ron's Towing"), a Wyoming corporation, hereinafter referred to as "Company" as follows:

A. GENERAL PROVISIONS

I. Town agrees to non-exclusively use the Company Towing Services and Company Storage and Release Services (collectively "Work") as defined below in connection with vehicle towing and storage as may be required or needed. The Company will be used by the Town as one of at minimum two (2) companies performing such Work and will be dispatched on a rotating basis as outlined in Subsection B below.

II. The Initial Term of the Agreement is from October 1, 2018 through September 30, 2019. However, if the Work has been satisfactorily provided and all parties are agreeable, this Agreement may be renewed annually in one (1) year increments.

III. Company agrees to provide said Work as required and requested by the Town during the Initial Term and any renewal increments agreed to.

IV. This Agreement constitutes the sum total of the contractual Work between Town and Company and supersedes all previous agreements, verbal and written.

V. The Work to be performed under this Agreement in connection with the services defined below shall include the furnishing of all materials, labor, and equipment required for said services.

VI. Company agrees to perform all services and Work to the satisfaction of the Town and to the standards set forth herein. In the event the Town determines the Work is not being performed in accordance with the terms of this Agreement, or, the Work is, in whole or in part, negligently or improperly performed, or the Company has failed to provide professional, timely, and courteous service and/or prompt response to calls for assistance, the Town may terminate this Agreement immediately upon providing written notification of such termination to the Company whose Work is not completed to the satisfaction of the Town and/or standards set forth herein.

VII. Town and Company reserve the right to terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party sent via certified mail.

VIII. Under the terms of this Agreement, Town and its agents shall have full access to the premises, facilities, and records of the Company to investigate any and all actions of the Company required under this Agreement, provided that said investigation shall be reasonably conducted by the Town.

IX. Company agrees to indemnify and hold harmless Town against any and all damages to property, or injuries to, or death to any person or persons, including property and employees or agents of Town, and shall defend, indemnify and hold harmless Town from any and all claims, demands, suits, actions or pleadings of any kind or nature, including Workers'

Compensation claims and mechanics' claims for materials or labor used under the terms of this Agreement of or by anyone in any way resulting from or arising out of the operations and actions of the Company, including operations of a subcontractor, or acts or omissions of employees or agents of the Company.

X. Company shall not assign this Agreement without the prior written consent of the Town but may subcontract a portion of the services and/or Work provided as needed. The Company agrees to provide to the Town prior notification of intent to subcontract towing services and/or Work that extend beyond occasional single event or emergency situations.

XI. The Laws of Wyoming and the provision of the Jackson Municipal Code and Ordinances of the Town of Jackson shall govern this Agreement.

XII. Company shall provide the Town a list of all tow truck drivers' names and drivers' license numbers. This list shall be updated as staffing changes occur and it is the responsibility of the Company to provide updates to the Town whenever its staff changes.

XIII. All tow truck drivers shall possess a valid Wyoming driver license of the appropriate class or a valid license from a State in which they claim residency if other than Wyoming. The Company assumes full responsibility and liability for all property entrusted to it, including all property and equipment thereof and indemnifies and holds harmless the Town against all claims for damages to vehicles and property entrusted to its care and control.

XIV. Company shall obtain and maintain *motor carrier operating authority* with the Wyoming Department of Transportation (WYDOT), as required by Wyoming state law, and provide a copy of said document to the Town Clerk. Additionally, the Company shall meet all requirements of operation set forth by Wyoming state law and regulations governing towing and storage Company.

B. DEFINED TOWING, AND STORAGE AND RELEASE SERVICES ("WORK")

TOWING SERVICE

XV. Company agrees to tow and remove all vehicles upon the request of the Town of Jackson Police Department. Upon receipt of any request for service, the Company shall dispatch a tow truck to the destination designated by the employee or agent of the Jackson Police Department within ten (10) minutes of receiving the call. Upon arrival at the destination, the Company shall remove any vehicle designated for such removal by any Town of Jackson Police Officer or Community Service Officer to the Company's designated storage area unless otherwise instructed.

XVI. Town shall request towing services from Company on a sequential rotating basis. If Company does not dispatch a tow truck within the time limit set forth above in subsection B(XV), the Town will request the services of the next tow company in rotation. If Company fails to dispatch a tow truck and the Town calls the next tow company in the rotating order for service, the failure to dispatch constitutes Company's turn in the rotation.

XVII. Until such time as the Town is notified that a tow company other than Jackson Towing Partners, LLC can take service calls for Oversized Vehicles, defined as any vehicle

requiring a semi-tractor-tow-truck to tow, the Town will first and only call Jackson Towing Partners, LLC when a call for service for an Oversized Vehicle, as defined herein, is received. Such calls will *not* constitute Jackson Towing Partners, LLC turn in the sequential rotation and, after such call for service, the next tow company in the sequential rotation order due for a call for service prior to the Oversized Vehicle will be called, whether or not that is Jackson Towing Partners, LLC.

XVIII. Company shall provide Town a twenty-four (24) hour contact number to request towing service and shall be available for calls from the Jackson Police Department twenty-four (24) hours a day, every day of the year. Company shall respond to all such calls on a first-priority basis.

XIX. Company's designated storage area shall have signage clearly identifying Company, including a contact number for persons attempting to claim vehicles. Company further agrees to ensure that all holds placed on an impounded vehicle are canceled by the Jackson Hole Police Department prior to release of the vehicle by contacting the Investigations Supervisor at 307-733-1430.

XX. When debris, shattered glass, or other material is located at a tow site and when such debris is related to the vehicle(s) being towed, Company or the subcontractor(s) shall remove such material from the street or right-of-way as a regular part of its obligations hereunder for no additional fee. It is agreed by the parties that Company or the subcontractor(s) shall not be required to remove flammable, explosive, or other dangerous materials.

XXI. A towing receipt/invoice shall be written by Company each time Company or a subcontractor(s) supplies services or Work to the Town and the following information shall be recorded by Company or the subcontractor(s) on the receipt:

a. Date and time of call (including a.m. or p.m.)
b. Vehicle owner's or responsible party's name and address, if known
c. Description of vehicle, including license plate number and state of issue
d. Location and/or address of location towed from
e. Location where vehicle will be towed to
f. Name of tow truck driver performing tow
g. Name and badge number of the police officer or community service officer requesting towing service or work
h. Notation of any pre-existing damage that can be seen on the exterior of the vehicle as noted by the tow truck driver

STORAGE AND RELEASE SERVICES

XXII. Company agrees to provide a secure storage area within Teton County for the storage of impounded vehicles. Said storage area shall be a fenced area with security precautions sufficient to protect any vehicles and property contained therein. Company agrees to make an employee available to respond (within a reasonable amount of time) to said storage location during regular business hours 8a.m.-5p.m., Mon-Sun, so that the public may pay all fees due and take possession of vehicles.

APPENDIX A

TOWING AND STORAGE FEE SCHEDULE (As of September of 2018)

All regular tows per vehicle	**$125** (storage free first 24-hours)
Storage fee on all regular tows	**$50** per day (after first 24-hours)
All snow-tows per vehicle	**$125** (storage free first 24-hours)
Storage fee on all snow-tows.	**$50** per day (after first 24-hours)
No gate fees or after-hour fees/charges permitted	**$0**
Jumpstarts, lockout, tire change, and fuel delivery etc.	**$80** flat rate **$95** flat rate for large RV or Semi
All heavy-duty towing requiring a semi-tractor to tow	**$300** per hour (minimum 1-hour)

*Note – "Special services" beyond normal towing circumstances shall be negotiated and approved on an individual basis by a police department supervisor prior to work being performed.

E. PAYMENT FOR SERVICES

XXVII. Company shall assess fees in accordance with the fee schedule in Appendix A.

XXVIII. Company shall submit monthly invoices with appropriate backup documentation for approval and payment on all tows delivered to Town impound yards (i.e. evidentiary tows). Invoices shall be sent to:

Jackson Police Department
ATTN: Lieutenant
PO Box 1687
Jackson, WY, 83001.

XXIX. Company shall collect payment for towing services directly from the registered owner of the vehicle for tows delivered to Company's impound yard and shall not bill the Town for those charges. (i.e. snow-tows, non-evidentiary tows, hazard tows etc.)

F. BUSINESS ADDRESSES

XXX. Any notices or correspondence sent pursuant to this Agreement shall be mailed to the respective parties at the following addresses:

Operations Lieutenant – Accounts Payable
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

RON'S TOWING (Ron's Towing, LLC).
P.O. Box 8730
Jackson, WY 83002

And

TOWN OF JACKSON, Wyoming (Municipal Corporation)
Town Clerk
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

XXIII. Company is not permitted to charge "gate-fees" or "after-hour" fees for the release of impounded vehicles that would be additional fees not included on Appendix "A" of this Agreement.

C. INSURANCE

XXIV. Company and all subcontractors shall maintain statutory Workers' Compensation and Employers' Liability Insurance for the duration of this Agreement. Further, Company and all subcontractors shall maintain liability insurance in the form of a comprehensive general and automobile liability policy for the duration of this Agreement. Such policy(s) shall remain in effect for each tow truck to be used and shall protect Company from claims for bodily injury, including death, to its employees and all others, from claims for property damage, and/or all which may arise out of or result from Company's or any subcontractor(s) operations under this Agreement and shall name the Town as an additional insured. This insurance shall be in sufficient amounts to reasonably assure the Company' solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	Per Occurrence	Aggregate
Bodily Injury:	$1,000,000.00	$2,000,000.00
Property Damage:		$1,000,000.00

XXV. Company shall not commence Work and/or services under this Agreement until it has obtained all insurance required hereunder and the Town has approved such insurance. Certificates of such insurance shall be filed with the Town Clerk prior to commencing Work and/or services. The insurance required under the terms of this Agreement must be written by an insurance company licensed to conduct business in the State of Wyoming. At time of issue, the aforementioned insurance policy shall be rated no less that "A-" by the A.M. Best Company. Company nor any subcontractors shall cause any policy to be cancelled or permit any policy to lapse while this Agreement is in effect.

D. INDEMNIFICATION

XXVI. Company and all subcontractor(s) agree to indemnify and hold harmless Town, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Company, any subcontractor of the Company, or any officer, employee, representative, or agent of the Company, or which arise out of any Workers' Compensation claim of any employee of the Company or any employee of any subcontractor to the Company; except to the extent such liability, claim, or demand arises through the negligence of the Town, its officers, employees, or agents. The Company agree to investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of the Company. The Company also agree to bear all other costs and expenses related thereto, including court costs and attorney's fees.

The above parties have entered into this Agreement on the _____ day of _____, 2018.

TOWN OF JACKSON, a Wyoming Municipal Corporation

By: _____
Pete Muldoon
Mayor

ATTEST:

_____
Sandra P. Birdyshaw

RON'S TOWING (Ron's Towing, LLC).

By: _____
(Signature)

Rick Hunt Pat Cunningham
(Name Printed)
Ron's Towing, LLC (D/B/A Ron's Towing).

Non-Exclusive Vehicle Towing and Impound Storage Professional Services Agreement

This Vehicle Towing and Impound Storage Contract for Services, hereinafter "Agreement," is entered into as of this 1st day of October, 2018, by and between the TOWN OF JACKSON, a Wyoming Municipal Corporation, hereinafter referred to as "Town," and Eagle Auto Services, LLC (d/b/a "VALLEY CAR SERVICE CENTER & EAGLE TOWING,"), a Wyoming corporation, hereinafter referred to as "Company" as follows:

A. GENERAL PROVISIONS

I. Town agrees to non-exclusively use the Company Towing Services and Company Storage and Release Services (collectively "Work") as defined below in connection with vehicle towing and storage as may be required or needed. The Company will be used by the Town as one of at minimum two (2) companies performing such Work and will be dispatched on a rotating basis as outlined in Subsection B below.

II. The Initial Term of the Agreement is from October 1, 2018 through September 30, 2019. However, if the Work has been satisfactorily provided and all parties are agreeable, this Agreement may be renewed annually in one (1) year increments.

III. Company agrees to provide said Work as required and requested by the Town during the Initial Term and any renewal increments agreed to.

IV. This Agreement constitutes the sum total of the contractual Work between Town and Company and supersedes all previous agreements, verbal and written.

V. The Work to be performed under this Agreement in connection with the services defined below shall include the furnishing of all materials, labor, and equipment required for said services.

VI. Company agrees to perform all services and Work to the satisfaction of the Town and to the standards set forth herein. In the event the Town determines the Work is not being performed in accordance with the terms of this Agreement, or, the Work is, in whole or in part, negligently or improperly performed, or the Company has failed to provide professional, timely, and courteous service and/or prompt response to calls for assistance, the Town may terminate this Agreement immediately upon providing written notification of such termination to the Company whose Work is not completed to the satisfaction of the Town and/or standards set forth herein.

VII. Town and Company reserve the right to terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party sent via certified mail.

VIII. Under the terms of this Agreement, Town and its agents shall have full access to the premises, facilities, and records of the Company to investigate any and all actions of the Company required under this Agreement, provided that said investigation shall be reasonably conducted by the Town.

IX. Company agrees to indemnify and hold harmless Town against any and all damages to property, or injuries to, or death to any person or persons, including property and employees or agents of Town, and shall defend, indemnify and hold harmless Town from any and all claims, demands, suits, actions or pleadings of any kind or nature, including Workers'

Compensation claims and mechanics' claims for materials or labor used under the terms of this Agreement of or by anyone in any way resulting from or arising out of the operations and actions of the Company, including operations of a subcontractor, or acts or omissions of employees or agents of the Company.

X. Company shall not assign this Agreement without the prior written consent of the Town but may subcontract a portion of the services and/or Work provided as needed. The Company agrees to provide to the Town prior notification of intent to subcontract towing services and/or Work that extend beyond occasional single event or emergency situations.

XI. The Laws of Wyoming and the provision of the Jackson Municipal Code and Ordinances of the Town of Jackson shall govern this Agreement.

XII. Company shall provide the Town a list of all tow truck drivers' names and drivers' license numbers. This list shall be updated as staffing changes occur and it is the responsibility of the Company to provide updates to the Town whenever its staff changes.

XIII. All tow truck drivers shall possess a valid Wyoming driver license of the appropriate class or a valid license from a State in which they claim residency if other than Wyoming. The Company assumes full responsibility and liability for all property entrusted to it, including all property and equipment thereof and indemnifies and holds harmless the Town against all claims for damages to vehicles and property entrusted to its care and control.

XIV. Company shall obtain and maintain *motor carrier operating authority* with the Wyoming Department of Transportation (WYDOT), as required by Wyoming state law, and provide a copy of said document to the Town Clerk. Additionally, the Company shall meet all requirements of operation set forth by Wyoming state law and regulations governing towing and storage Company.

B. DEFINED TOWING, AND STORAGE AND RELEASE SERVICES ("WORK")

TOWING SERVICE

XV. Company agrees to tow and remove all vehicles upon the request of the Town of Jackson Police Department. Upon receipt of any request for service, the Company shall dispatch a tow truck to the destination designated by the employee or agent of the Jackson Police Department within ten (10) minutes of receiving the call. Upon arrival at the destination, the Company shall remove any vehicle designated for such removal by any Town of Jackson Police Officer or Community Service Officer to the Company's designated storage area unless otherwise instructed.

XVI. Town shall request towing services from Company on a sequential rotating basis. If Company does not dispatch a tow truck within the time limit set forth above in subsection B(XV), the Town will request the services of the next tow company in rotation. If Company fails to dispatch a tow truck and the Town calls the next tow company in the rotating order for service, the failure to dispatch constitutes Company's turn in the rotation.

XVII. Until such time as the Town is notified that a tow company other than Jackson Towing Partners, LLC can take service calls for Oversized Vehicles, defined as any vehicle

requiring a semi-tractor-tow-truck to tow, the Town will first and only call Jackson Towing Partners, LLC when a call for service for an Oversized Vehicle, as defined herein, is received. Such calls will *not* constitute Jackson Towing Partners, LLC turn in the sequential rotation and, after such call for service, the next tow company in the sequential rotation order due for a call for service prior to the Oversized Vehicle will be called, whether or not that is Jackson Towing Partners, LLC.

XVIII. Company shall provide Town a twenty-four (24) hour contact number to request towing service and shall be available for calls from the Jackson Police Department twenty-four (24) hours a day, every day of the year. Company shall respond to all such calls on a first-priority basis.

XIX. Company's designated storage area shall have signage clearly identifying Company, including a contact number for persons attempting to claim vehicles. Company further agrees to ensure that all holds placed on an impounded vehicle are canceled by the Jackson Hole Police Department prior to release of the vehicle by contacting the Investigations Supervisor at 307-733-1430.

XX. When debris, shattered glass, or other material is located at a tow site and when such debris is related to the vehicle(s) being towed, Company or the subcontractor(s) shall remove such material from the street or right-of-way as a regular part of its obligations hereunder for no additional fee. It is agreed by the parties that Company or the subcontractor(s) shall not be required to remove flammable, explosive, or other dangerous materials.

XXI. A towing receipt/invoice shall be written by Company each time Company or a subcontractor(s) supplies services or Work to the Town and the following information shall be recorded by Company or the subcontractor(s) on the receipt:

a. Date and time of call (including a.m. or p.m.)
b. Vehicle owner's or responsible party's name and address, if known
c. Description of vehicle, including license plate number and state of issue
d. Location and/or address of location towed from
e. Location where vehicle will be towed to
f. Name of tow truck driver performing tow
g. Name and badge number of the police officer or community service officer requesting towing service or work
h. Notation of any pre-existing damage that can be seen on the exterior of the vehicle as noted by the tow truck driver

STORAGE AND RELEASE SERVICES

XXII. Company agrees to provide a secure storage area within Teton County for the storage of impounded vehicles. Said storage area shall be a fenced area with security precautions sufficient to protect any vehicles and property contained therein. Company agrees to make an employee available to respond (within a reasonable amount of time) to said storage location during regular business hours 8a.m.-5p.m., Mon-Sun, so that the public may pay all fees due and take possession of vehicles.

XXIII. Company is not permitted to charge "gate-fees" or "after-hour" fees for the release of impounded vehicles that would be additional fees not included on Appendix "A" of this Agreement.

C. INSURANCE

XXIV. Company and all subcontractors shall maintain statutory Workers' Compensation and Employers' Liability Insurance for the duration of this Agreement. Further, Company and all subcontractors shall maintain liability insurance in the form of a comprehensive general and automobile liability policy for the duration of this Agreement. Such policy(s) shall remain in effect for each tow truck to be used and shall protect Company from claims for bodily injury, including death, to its employees and all others, from claims for property damage, and/or all which may arise out of or result from Company's or any subcontractor(s) operations under this Agreement and shall name the Town as an additional insured. This insurance shall be in sufficient amounts to reasonably assure the Company' solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	Per Occurrence	Aggregate
Bodily Injury:	$1,000,000.00	$2,000,000.00
Property Damage:		$1,000,000.00

XXV. Company shall not commence Work and/or services under this Agreement until it has obtained all insurance required hereunder and the Town has approved such insurance. Certificates of such insurance shall be filed with the Town Clerk prior to commencing Work and/or services. The insurance required under the terms of this Agreement must be written by an insurance company licensed to conduct business in the State of Wyoming. At time of issue, the aforementioned insurance policy shall be rated no less that "A-" by the A.M. Best Company. Company nor any subcontractors shall cause any policy to be cancelled or permit any policy to lapse while this Agreement is in effect.

D. INDEMNIFICATION

XXVI. Company and all subcontractor(s) agree to indemnify and hold harmless Town, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Company, any subcontractor of the Company, or any officer, employee, representative, or agent of the Company, or which arise out of any Workers' Compensation claim of any employee of the Company or any employee of any subcontractor to the Company; except to the extent such liability, claim, or demand arises through the negligence of the Town, its officers, employees, or agents. The Company agree to investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of the Company. The Company also agree to bear all other costs and expenses related thereto, including court costs and attorney's fees.

E. PAYMENT FOR SERVICES

XXVII. Company shall assess fees in accordance with the fee schedule in Appendix A.

XXVIII. Company shall submit monthly invoices with appropriate backup documentation for approval and payment on all tows delivered to Town impound yards (i.e. evidentiary tows). Invoices shall be sent to:

Jackson Police Department
ATTN: Lieutenant
PO Box 1687
Jackson, WY, 83001.

XXIX. Company shall collect payment for towing services directly from the registered owner of the vehicle for tows delivered to Company's impound yard and shall not bill the Town for those charges. (i.e. snow-tows, non-evidentiary tows, hazard tows etc.)

F. BUSINESS ADDRESSES

XXX. Any notices or correspondence sent pursuant to this Agreement shall be mailed to the respective parties at the following addresses:

Operations Lieutenant – Accounts Payable
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

EAGLE TOWING (Eagle Auto Services, LLC).
P.O. Box 10065
Jackson, WY 83002

And

TOWN OF JACKSON, Wyoming (Municipal Corporation)
Town Clerk
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

The above parties have entered into this Agreement on the _____ day of _____, 2018.

TOWN OF JACKSON, a Wyoming Municipal Corporation

By: _____
Pete Muldoon
Mayor

ATTEST:

_____
Sandra P. Birdyshaw

EAGLE TOWING (Eagle Auto Services, LLC).

By: _____
(Signature)

Tom Heiner
(Name Printed)
Eagle Auto Services, LLC (D/B/A Eagle Towing).

APPENDIX A

TOWING AND STORAGE FEE SCHEDULE (As of September of 2018)

All regular tows per vehicle	**$125** (storage free first 24-hours)
Storage fee on all regular tows	**$50** per day (after first 24-hours)
All snow-tows per vehicle	**$125** (storage free first 24-hours)
Storage fee on all snow-tows.	**$50** per day (after first 24-hours)
No gate fees or after-hour fees/charges permitted	**$0**
Jumpstarts, lockout, tire change, and fuel delivery etc.	**$80** flat rate **$95** flat rate for large RV or Semi
All heavy-duty towing requiring a semi-tractor to tow	**$300** per hour (minimum 1-hour)

*Note – "Special services" beyond normal towing circumstances shall be negotiated and approved on an individual basis by a police department supervisor prior to work being performed.

Non-Exclusive Vehicle Towing and Impound Storage Professional Services Agreement

This Vehicle Towing and Impound Storage Contract for Services, hereinafter "Agreement," is entered into as of this 1st day of October, 2018, by and between the TOWN OF JACKSON, a Wyoming Municipal Corporation, hereinafter referred to as "Town," and Jackson Towing Partners, LLC (d/b/a "Big Bear Towing and Flat Creek Towing"), a Wyoming corporation, hereinafter referred to as "Company" as follows:

A. GENERAL PROVISIONS

I. Town agrees to non-exclusively use the Company Towing Services and Company Storage and Release Services (collectively "Work") as defined below in connection with vehicle towing and storage as may be required or needed. The Company will be used by the Town as one of at minimum two (2) companies performing such Work and will be dispatched on a rotating basis as outlined in Subsection B below.

II. The Initial Term of the Agreement is from October 1, 2018 through September 30, 2019. However, if the Work has been satisfactorily provided and all parties are agreeable, this Agreement may be renewed annually in one (1) year increments.

III. Company agrees to provide said Work as required and requested by the Town during the Initial Term and any renewal increments agreed to.

IV. This Agreement constitutes the sum total of the contractual Work between Town and Company and supersedes all previous agreements, verbal and written.

V. The Work to be performed under this Agreement in connection with the services defined below shall include the furnishing of all materials, labor, and equipment required for said services.

VI. Company agrees to perform all services and Work to the satisfaction of the Town and to the standards set forth herein. In the event the Town determines the Work is not being performed in accordance with the terms of this Agreement, or, the Work is, in whole or in part, negligently or improperly performed, or the Company has failed to provide professional, timely, and courteous service and/or prompt response to calls for assistance, the Town may terminate this Agreement immediately upon providing written notification of such termination to the Company whose Work is not completed to the satisfaction of the Town and/or standards set forth herein.

VII. Town and Company reserve the right to terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party sent via certified mail.

VIII. Under the terms of this Agreement, Town and its agents shall have full access to the premises, facilities, and records of the Company to investigate any and all actions of the Company required under this Agreement, provided that said investigation shall be reasonably conducted by the Town.

IX. Company agrees to indemnify and hold harmless Town against any and all damages to property, or injuries to, or death to any person or persons, including property and employees or agents of Town, and shall defend, indemnify and hold harmless Town from any and all claims, demands, suits, actions or pleadings of any kind or nature, including Workers'

Compensation claims and mechanics' claims for materials or labor used under the terms of this Agreement of or by anyone in any way resulting from or arising out of the operations and actions of the Company, including operations of a subcontractor, or acts or omissions of employees or agents of the Company.

X. Company shall not assign this Agreement without the prior written consent of the Town but may subcontract a portion of the services and/or Work provided as needed. The Company agrees to provide to the Town prior notification of intent to subcontract towing services and/or Work that extend beyond occasional single event or emergency situations.

XI. The Laws of Wyoming and the provision of the Jackson Municipal Code and Ordinances of the Town of Jackson shall govern this Agreement.

XII. Company shall provide the Town a list of all tow truck drivers' names and drivers' license numbers. This list shall be updated as staffing changes occur and it is the responsibility of the Company to provide updates to the Town whenever its staff changes.

XIII. All tow truck drivers shall possess a valid Wyoming driver license of the appropriate class or a valid license from a State in which they claim residency if other than Wyoming. The Company assumes full responsibility and liability for all property entrusted to it, including all property and equipment thereof and indemnifies and holds harmless the Town against all claims for damages to vehicles and property entrusted to its care and control.

XIV. Company shall obtain and maintain *motor carrier operating authority* with the Wyoming Department of Transportation (WYDOT), as required by Wyoming state law, and provide a copy of said document to the Town Clerk. Additionally, the Company shall meet all requirements of operation set forth by Wyoming state law and regulations governing towing and storage Company.

B. DEFINED TOWING, AND STORAGE AND RELEASE SERVICES ("WORK")

TOWING SERVICE

XV. Company agrees to tow and remove all vehicles upon the request of the Town of Jackson Police Department. Upon receipt of any request for service, the Company shall dispatch a tow truck to the destination designated by the employee or agent of the Jackson Police Department within ten (10) minutes of receiving the call. Upon arrival at the destination, the Company shall remove any vehicle designated for such removal by any Town of Jackson Police Officer or Community Service Officer to the Company's designated storage area unless otherwise instructed.

XVI. Town shall request towing services from Company on a sequential rotating basis. If Company does not dispatch a tow truck within the time limit set forth above in subsection B(XV), the Town will request the services of the next tow company in rotation. If Company fails to dispatch a tow truck and the Town calls the next tow company in the rotating order for service, the failure to dispatch constitutes Company's turn in the rotation.

XVII. Until such time as the Town is notified that a tow company other than Jackson Towing Partners, LLC can take service calls for Oversized Vehicles, defined as any vehicle

requiring a semi-tractor-tow-truck to tow, the Town will first and only call Jackson Towing Partners, LLC when a call for service for an Oversized Vehicle, as defined herein, is received. Such calls will *not* constitute Jackson Towing Partners, LLC turn in the sequential rotation and, after such call for service, the next tow company in the sequential rotation order due for a call for service prior to the Oversized Vehicle will be called, whether or not that is Jackson Towing Partners, LLC.

XVIII. Company shall provide Town a twenty-four (24) hour contact number to request towing service and shall be available for calls from the Jackson Police Department twenty-four (24) hours a day, every day of the year. Company shall respond to all such calls on a first-priority basis.

XIX. Company's designated storage area shall have signage clearly identifying Company, including a contact number for persons attempting to claim vehicles. Company further agrees to ensure that all holds placed on an impounded vehicle are canceled by the Jackson Hole Police Department prior to release of the vehicle by contacting the Investigations Supervisor at 307-733-1430.

XX. When debris, shattered glass, or other material is located at a tow site and when such debris is related to the vehicle(s) being towed, Company or the subcontractor(s) shall remove such material from the street or right-of-way as a regular part of its obligations hereunder for no additional fee. It is agreed by the parties that Company or the subcontractor(s) shall not be required to remove flammable, explosive, or other dangerous materials.

XXI. A towing receipt/invoice shall be written by Company each time Company or a subcontractor(s) supplies services or Work to the Town and the following information shall be recorded by Company or the subcontractor(s) on the receipt:

a. Date and time of call (including a.m. or p.m.)
b. Vehicle owner's or responsible party's name and address, if known
c. Description of vehicle, including license plate number and state of issue
d. Location and/or address of location towed from
e. Location where vehicle will be towed to
f. Name of tow truck driver performing tow
g. Name and badge number of the police officer or community service officer requesting towing service or work
h. Notation of any pre-existing damage that can be seen on the exterior of the vehicle as noted by the tow truck driver

STORAGE AND RELEASE SERVICES

XXII. Company agrees to provide a secure storage area within Teton County for the storage of impounded vehicles. Said storage area shall be a fenced area with security precautions sufficient to protect any vehicles and property contained therein. Company agrees to make an employee available to respond (within a reasonable amount of time) to said storage location during regular business hours 8a.m.-5p.m., Mon-Sun, so that the public may pay all fees due and take possession of vehicles.

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C. INSURANCE

XXIV. Company and all subcontractors shall maintain statutory Workers' Compensation and Employers' Liability Insurance for the duration of this Agreement. Further, Company and all subcontractors shall maintain liability insurance in the form of a comprehensive general and automobile liability policy for the duration of this Agreement. Such policy(s) shall remain in effect for each tow truck to be used and shall protect Company from claims for bodily injury, including death, to its employees and all others, from claims for property damage, and/or all which may arise out of or result from Company's or any subcontractor(s) operations under this Agreement and shall name the Town as an additional insured. This insurance shall be in sufficient amounts to reasonably assure the Company' solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	Per Occurrence	Aggregate
Bodily Injury:	$1,000,000.00	$2,000,000.00
Property Damage:		$1,000,000.00

XXV. Company shall not commence Work and/or services under this Agreement until it has obtained all insurance required hereunder and the Town has approved such insurance. Certificates of such insurance shall be filed with the Town Clerk prior to commencing Work and/or services. The insurance required under the terms of this Agreement must be written by an insurance company licensed to conduct business in the State of Wyoming. At time of issue, the aforementioned insurance policy shall be rated no less that "A-" by the A.M. Best Company. Company nor any subcontractors shall cause any policy to be cancelled or permit any policy to lapse while this Agreement is in effect.

D. INDEMNIFICATION

XXVI. Company and all subcontractor(s) agree to indemnify and hold harmless Town, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Company, any subcontractor of the Company, or any officer, employee, representative, or agent of the Company, or which arise out of any Workers' Compensation claim of any employee of the Company or any employee of any subcontractor to the Company; except to the extent such liability, claim, or demand arises through the negligence of the Town, its officers, employees, or agents. The Company agree to investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of the Company. The Company also agree to bear all other costs and expenses related thereto, including court costs and attorney's fees.

E. PAYMENT FOR SERVICES

XXVII. Company shall assess fees in accordance with the fee schedule in Appendix A.

XXVIII. Company shall submit monthly invoices with appropriate backup documentation for approval and payment on all tows delivered to Town impound yards (i.e. evidentiary tows). Invoices shall be sent to:

Jackson Police Department
ATTN: Lieutenant
PO Box 1687
Jackson, WY, 83001.

XXIX. Company shall collect payment for towing services directly from the registered owner of the vehicle for tows delivered to Company's impound yard and shall not bill the Town for those charges. (i.e. snow-tows, non-evidentiary tows, hazard tows etc.)

F. BUSINESS ADDRESSES

XXX. Any notices or correspondence sent pursuant to this Agreement shall be mailed to the respective parties at the following addresses:

Operations Lieutenant – Accounts Payable
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

Big Bear/Flat Creek Towing (Jackson Towing Partners, LLC).
P.O. Box 6356
Jackson, WY 83001

And

TOWN OF JACKSON, Wyoming (Municipal Corporation)
Town Clerk
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

The above parties have entered into this Agreement on the _____ day of _____, 2018.

TOWN OF JACKSON, a Wyoming Municipal Corporation

By: _____
Pete Muldoon
Mayor

ATTEST:

_____
Sandra P. Birdyshaw

BIG BEAR/FLAT CREEK TOWING (Jackson Towing Partners, LLC).

By: Shiela Goble
(Signature)
Shiela Goble
(Name Printed)
Jackson Towing Partners, LLC (D/B/A Big Bear/Flat Creek Towing).

APPENDIX A

TOWING AND STORAGE FEE SCHEDULE (As of September of 2018)

All regular tows per vehicle	**$125** (storage free first 24-hours)
Storage fee on all regular tows	**$50** per day (after first 24-hours)
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Storage fee on all snow-tows.	**$50** per day (after first 24-hours)
No gate fees or after-hour fees/charges permitted	**$0**
Jumpstarts, lockout, tire change, and fuel delivery etc.	**$80** flat rate **$95** flat rate for large RV or Semi
All heavy-duty towing requiring a semi-tractor to tow	**$300** per hour (minimum 1-hour)

*Note – "Special services" beyond normal towing circumstances shall be negotiated and approved on an individual basis by a police department supervisor prior to work being performed.

TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: September 26, 2018
MEETING DATE: October 1, 2018

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Floren Poliseo
PRESENTER: Brian Lenz, Town Engineer

SUBJECT: Electric Distribution Easement from Town to Lower Valley Energy

STATEMENT/PURPOSE

For the Town Council to consider approval of the attached Electric Distribution Easement from the Town to Lower Valley Energy ("LVE").

BACKGROUND

The existing power service to 550 W Broadway, the old Sagebrush Motel, is an overhead power service. The developers of the Sagebrush Apartments located at said property are installing a new electrical service for their proposed apartment building. Per the Town Land Development Regulations (7.7.5.A) new utilities shall be installed underground. At this time, the only location where adequate power can be sourced is from the power pole that the existing power comes from, located in Karns Meadow Tract 2. The Tract 2 land is owned by the Town of Jackson and has a conservation easement over it managed by the Jackson Hole Land Trust (JHLT). The easement allows for some development or development related activities to occur within the Meadow so long as it is in agreement with those activities allowed by the conservation easement.

Town staff and the Developer prefer to bury the power line from its overhead source in Tract 2. The proposal has been presented to the JHLT Stewardship Committee. The committee voted to, "Allow the burial of the power line in its current alignment by underground boring with a 15-foot maintenance easement to be reviewed and acknowledged by JHLT. This approval is conditioned on the pedestal and transformer placement on Sagebrush property and the initiation of boring from Sagebrush property in order to minimize disturbance to the Karns Meadow property. A small receiving pit, approximately 4'x6' at the base of the main pole on Karns will be dug in order to install a vault for the transfer of power to the overhead line. Surface vegetation will be removed, the hole backfilled and the "plug" of vegetation replaced." A generic version of the Electrical Distribution Easement was reviewed by the committee at that time and the current version is being reviewed by JHLT concurrently with the presentation to council.

The attached Electric Distribution Easement from the Town to Lower Valley Energy is necessary for LVE to bury the existing overhead power lines in this area and be able to maintain, repair, upgrade or alter and replace electric distribution circuits, lines and equipment in the easement area. It is unknown if an easement exists for the existing overhead powerlines.

See Figure 1 below for a GIS image of the proposed easement.

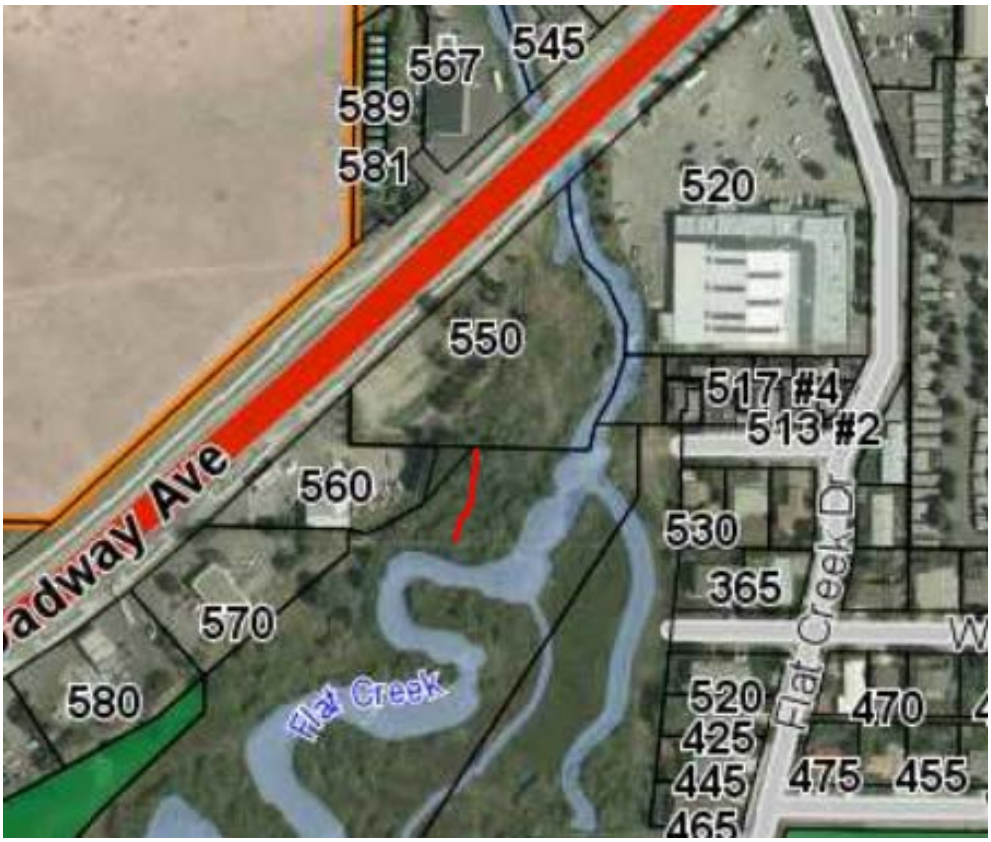


FIGURE 1. GIS image of the proposed easement and development property, 550 W Broadway.
The red line shows the approximate easement.

FISCAL IMPACT
None at this time.

STAFF IMPACT
The Staff impact has been in the Public Works Department (including the Town Engineer) and the Legal Department in coordinating and finalizing this easement.

LEGAL REVIEW
Complete.

ATTACHMENTS
Electric Distribution Easement

RECOMMENDATION
Staff recommends approval of the attached Electric Distribution Easement from the Town to Lower Valley Energy.

SUGGESTED MOTIONS
I move to approve the attached Electric Distribution Easement from the Town of Jackson to Lower Valley Energy, including any minor revisions and the Jackson Hole Land Trust acknowledgement finalization, and authorize the Mayor to execute the Easement.

From: Liz Long <lizlong@jhlandtrust.org>
Sent: Wednesday, September 26, 2018 10:44 AM
To: Brian Lenz
Cc: Christine Walker
Subject: ToJ Karns Meadow Tract 2

Brian,

Thanks for touching base this morning and my apologies for this not having gotten out to you yet.

Thank you for the communication around Town requests on the Karns Meadow Tract 2 uses in conjunction with the Sagebrush Apartments development.

The Stewardship Committee of JHLT's board voted as follows:

1. Approved the relocation and updated ditch work on the Lime Kiln ditch. Disturbance should be minimized in order to minimize impacts on the conservation values as identified by the conservation easement.
2. Allow Sagebrush to grade onto the Town of Jackson property under conservation easement as shown on the grading plan dated 5/21/2018 in order to preserve the ability to construct a bike path to connect Broadway to Karns. This approval is conditioned on the review of a reclamation plan and the clear, on the ground demarcation fo the limit of disturbance as shown on the approved plans.
3. Allow the burial of the power line in its current alignment by underground boring with a 15 foot maintenance easement to be reviewed and acknowledged by JHLT. This approval is conditioned on the pedestal and transformer placement on Sagebrush property and the initiation of boring from Sagebrush property in order to minimize disturbance to the Karns Meadow property. A small receiving pit, approximately 4'x6' at the base of the main pole on Karns will be dug in order to install a vault for the transfer of power to the overhead line. Surface vegetation will be removed, the hole backfilled and the "plug" of vegetation replaced.

I'll look forward to seeing the drafts of the utility easement. Please let me know if you have any other questions or points of clarification.

Best,

Liz Long
Director of Conservation
Jackson Hole Land Trust
P: 307.733.4707
www.jhlandtrust.org

MEMBER #Click here to enter text.
PARCEL IDENTIFICATION #22-41-16-33-1-00-033
WORK ORDER # & #

SEC.33, T41N, R116W

ELECTRIC DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, TOWN OF JACKSON, a Municipal Corporation, ("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 Utility 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, technological upgrades or 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 and shown in and on Exhibit "A" attached hereto and by this reference made a part of.

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

_____
Pete Muldoon, Mayor

STATE OF WYOMING}

COUNTY OF TETON}

The foregoing instrument was acknowledged before me by _____, as _____ of this _____day of _____, 2018.

(Seal) Witness my hand and official seal.

_____
Notary Public

My commission expires:

JACKSON HOLE LAND TRUST ACKNOWLEDGMENT

Jackson Hole Land Trust (hereinafter, "JHLT"), as Grantee of the Conservation Easement recorded in Teton County, Wyoming on January 25, 2005 in Book 577 at Pages 1078-1150 (hereinafter, the "Conservation Easement"), hereby consents to the Electric Distribution Easement and Agreement (hereinafter, the "Easement") between Lower Valley Energy, a Cooperative Utility Corporation and the Town of Jackson as dated the _____ 2018. JHLT, by this consent, recognizes the Easement as a necessary new utility easement pursuant to Paragraph _____ of the Conservation Easement.

Commented [BL1]: Confirm with Land Trust

JACKSON HOLE LAND TRUST

_____

BY:_____

ITS:_____

STATE OF WYOMING}
COUNTY OF TETON}

The foregoing instrument was acknowledged before me by _____, as _____ of this _____day of _____, 2018.

(Seal) Witness my hand and official seal.

_____
Notary Public

DRAFT

EXHIBIT A
LEGAL DESCRIPTION
FOR
UNDERGROUND ELECTRICAL LINE EASEMENT
WITHIN PROPERTY OF
TOWN OF JACKSON

A FIFTEEN FOOT (15.00′) WIDE STRIP OF LAND: being a part of the Karns Meadow property owned by the Town of Jackson;

said **STRIP** is located within the W ½ of the NE ¼ of Section 33, T 41 N, R 116 W, 6th P.M, Town of Jackson, Teton County, Wyoming, and the centerline is more particularly described as follows:

COMMENCING at the Southwest Corner the Sagebrush Investors, LLC parcel described in that Warranty Deed recorded as document #0941091 in the Office of the Clerk of Teton County, Wyoming, marked by a steel T-stake with chrome cap inscribed “PE&LS 2612”;

thence on the south boundary of said Sagebrush Investors, LLC property, S89°07′32″E, 177.19 feet to the northeast corner of Lot 1, Stone Addition, recorded as Plat No.818, monumented by rebar with aluminum cap inscribed “PE & LS 2612”;

thence continuing on said south boundary, S89°07′32″E, 7.68 feet to the **POINT OF BEGINNING**;

thence departing said south boundary, S13°24’16”W, 141.37 feet to an existing power pole;

thence continuing S13°24’16”W, 7.5 feet to the **POINT OF TERMINUS** of the centerline.

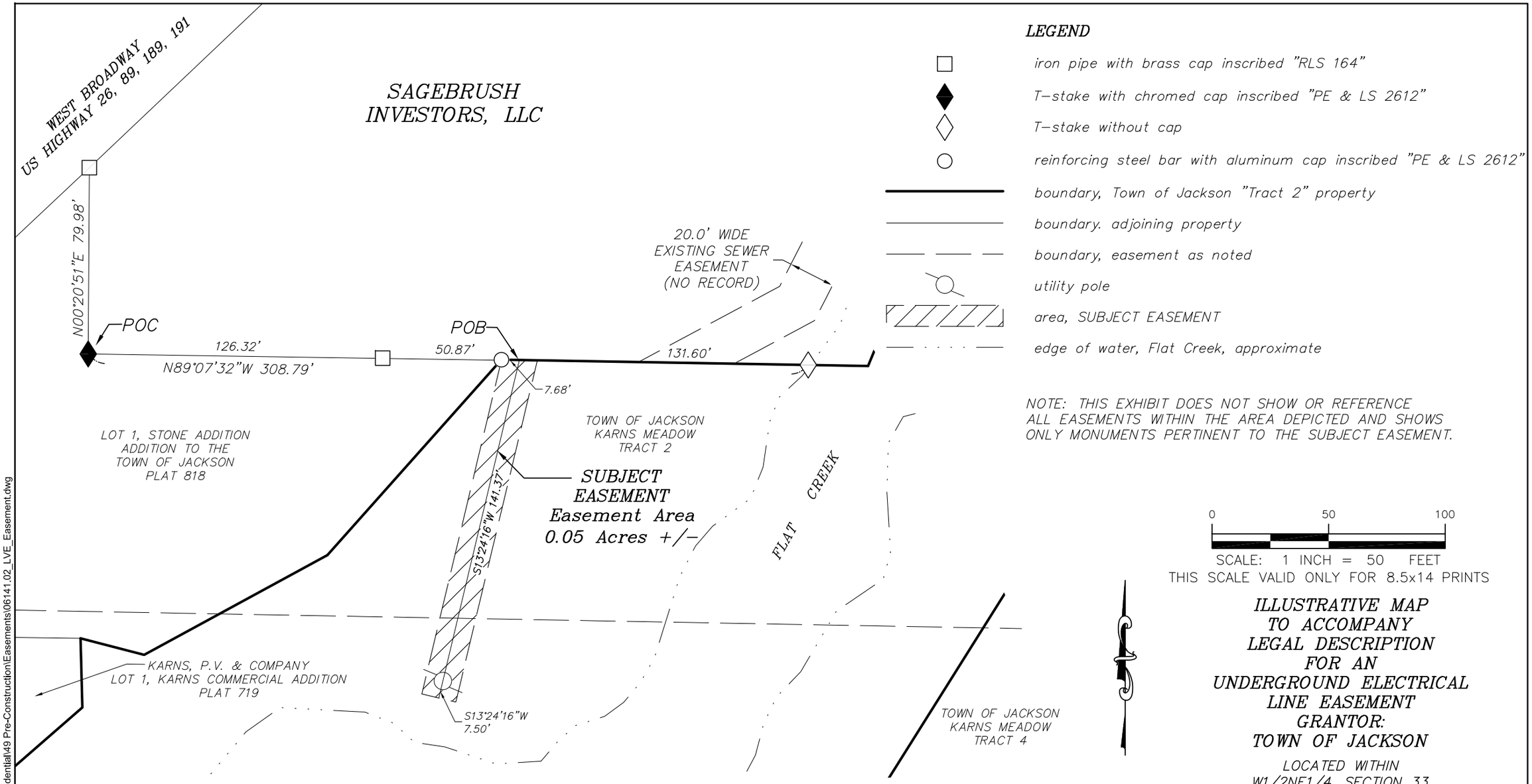
With the sidelines of said strip being 7.50 feet on each side of said centerline and lengthened or shortened to meet said south line of the Sagebrush Investors, LLC property.

said **STRIP ENCOMPASSES AN AREA OF 0.05 ACRES**, more or less;

said **STRIP** is shown on that ***ILLUSTRATIVE MAP TO ACCOMPANY LEGAL DESCRIPTION FOR AN UNDERGROUND ELECTRICAL LINE EASEMENT*** attached hereto as **Page 2** and by this reference made a part hereof.

The base bearing for this description is S89°07’32”E on the south line of said Sagebrush Investors, LLC property between said southwest corner and a steel T-stake with no cap being a witness monument 26.55 feet west of the southeast corner of said property.

JORGENSEN ASSOCIATES, P.C.
Prepared September 26, 2018
H:\2006\06141\02 - Residential\49 Pre-Construction\Pathway Easement\06141 EX A Desc Power Esmt.docx



LEGEND

- iron pipe with brass cap inscribed "RLS 164"
- T–stake with chromed cap inscribed "PE & LS 2612"
- T–stake without cap
- reinforcing steel bar with aluminum cap inscribed "PE & LS 2612"
- boundary, Town of Jackson "Tract 2" property
- boundary. adjoining property
- boundary, easement as noted
- utility pole
- area, SUBJECT EASEMENT
- edge of water, Flat Creek, approximate

NOTE: THIS EXHIBIT DOES NOT SHOW OR REFERENCE ALL EASEMENTS WITHIN THE AREA DEPICTED AND SHOWS ONLY MONUMENTS PERTINENT TO THE SUBJECT EASEMENT.

0 50 100

SCALE: 1 INCH = 50 FEET
THIS SCALE VALID ONLY FOR 8.5x14 PRINTS

ILLUSTRATIVE MAP TO ACCOMPANY LEGAL DESCRIPTION FOR AN UNDERGROUND ELECTRICAL LINE EASEMENT GRANTOR: TOWN OF JACKSON

LOCATED WITHIN
W1/2NE1/4, SECTION 33
TOWNSHIP 41 NORTH, RANGE 116 WEST, 6th PM
TETON COUNTY, WYOMING

EXHIBIT A
Page 2 of 2

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: STAFF MAP PREPARED: 09/26/2018 PROJECT NUMBER: 06141.02.46

H:\2006\06141\02 - Residential\49 Pre-Construction\Easements\06141.02_LVE_Easement.dwg

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: September 27, 2018
MEETING DATE: October 1, 2018

SUBMITTING DEPARTMENT: Parks and Recreation
DEPARTMENT DIRECTOR: Steve Ashworth
PRESENTER: Steve Ashworth

SUBJECT: Contract for Professional Services, Karns Meadow Environmental Assessment

STATEMENT/PURPOSE

Over the past few years several discussions have taken place regarding improvements at Karns Meadow Park. Most recently, a pre-application conditional use permit was submitted for pathway development around the perimeter. The purpose of the contract is for the town to complete a comprehensive environmental assessment for all allowed uses at the site.

BACKGROUND/ALTERNATIVES

A formal request for qualifications was solicited, from which three responses were received. The interested consultants were EcoConnect Consulting, Y2 Consultants, and Biota Consultants. A three-member team reviewed the submittals and have selected EcoConnect Consulting for the project. Staff has met with EcoConnect Consulting to identify the scope of services from which the attached proposal was developed.

ATTACHMENTS

EcoConnect Consulting EA Proposal
Draft Contract

FISCAL IMPACT

The contract cost for services is a not to exceed $29,155. The Town of Jackson will be reimbursed for the project up to $35,000 by the Jackson Hole Land Trust.

STAFF IMPACT

The Parks and Recreation Director, Town Manager, and Joint Pathways Manager will facilitate the project.

LEGAL REVIEW

Audrey Cohen-Davis

RECOMMENDATION

Staff recommends approval of the Contract Agreement between the Town of Jackson and EcoConnect Consulting for the Karns Meadow Park Environmental Assessment, in the amount not to exceed $29,155.

SUGGESTED MOTION

I move to approve the Contract Agreement between the Town of Jackson and EcoConnect Consulting for the Karns Meadow Park Environmental Assessment, in the amount not to exceed $29,155.

To: Steve Ashworth, Teton County/ Jackson Parks and Recreation Director

From: Megan Smith, Owner/ Wildlife Ecologist, EcoConnect Consulting LLC

Date: September 25, 2018

Via Email: From megan@ecoconnectjh.com

Re: Karns Meadow Environmental Analysis Project Scope of Services and Cost Proposal

The following cost proposal is for the Karns Meadow Environmental Analysis project. The project components proposed here were outlined in Teton County/ Jackson Parks and Recreation's July 2018 Request for Qualifications for Environmental Consultant (RFQ) as well as in a September 12, 2018 Scoping Meeting with both the Town of Jackson and EcoConnect Consulting project teams.

The project cost proposal is roughly organized into phases as outlined in the project RFQ and further refined at the scoping meeting. Completed services will be invoiced on a monthly basis for services completed with the total project cost proposal as a not to exceed amount. Proposed timeline is listed below by phase but will be contingent on timely responses by and scheduling of Town of Jackson's personnel as well as EcoConnect Consulting's project team. Therefore, the proposed timeline dates are not firm deliverable dates. EcoConnect Consulting will confirm with Steve Ashworth, Town of Jackson project lead, at the end of each phase to agree upon a firm deadline for the next deliverables. Additional service items requested and not included in this proposal will be agreed upon in writing and billed on a time and materials basis. Total not to exceed cost proposal for the project is $29,155.00.

The project area is Karns Meadow formally identified as Karns Meadow Tracts 1-6, owned by the Town of Jackson and encumbered by conservation easements held by the Jackson Hole Land Trust. The total project area consists of approximately 41.5 acres.

Phase 1 – Inventory – Completed by November 30, 2018

The inventory phase is the primary data collection phase of the project and includes the following components:

- Conservation Easement Assessment
- Habitat Inventory per Town of Jackson Land Development Regulation guidelines
- Aquatic Resources Inventory (Wetland Delineation) prepared according to the US Army Corps of Engineers guidelines for submission to the Town of Jackson.
- Archeological Class III intensive pedestrian survey to meet the requirements of Section 106 of the National Historic Preservation Act. In addition to the pedestrian survey limited shovel testing will be conducted in the western portion of project area where there is a higher probability of buried archaeological deposits. The survey report will follow Wyoming SHPO standards and include recommendations for any ground disturbing activities on the site. If sites are detected an initial assessment of their eligibility to the National Register of Historic Places will be provided along with a Wyoming site form.
- Project Team Meeting – Meeting with Town of Jackson project team to discuss findings and proposed development components.

Deliverables: Inventory documentation will be incorporated into the final Environmental Analysis document. Summary information of inventories will be provided for Project Team Meeting.

Phase 2 – Development Impact Assessment - Estimated by December 15, 2018

The development impact assessment will analyze potential development as allowed by the conservation easements and detailed/ refined as needed in Phase 1 project team meeting. A project team meeting to consider potential alternative scenarios may be included.

Deliverables: Development impact assessment and potential project team meeting.

Phase 3 – Alternatives Analysis and Conference - Estimated by January 15, 2018

The alternatives analysis phase includes an analysis of alternative development scenarios as well as a conference with Town of Jackson planning staff and project team pursuant to Town of Jackson Land Development Regulations 8.2.2. *Environmental Analysis Procedures*.

Deliverables: Alternatives analysis and conference with Town of Jackson Planning Staff.

Phase 4 – Final Environmental Analysis Document - Estimated by February 15, 2018

The final environmental analysis document includes the above listed components as well as a Habitat Enhancement/ Mitigation Plan pursuant to Town of Jackson Land Development Regulations 5.2.1.E. *Impacting the NRO*.

Deliverables: Final Environmental Analysis Document inclusive of materials from Phase 1-3.

Phase 5 – Public Presentations - Estimated by March 15, 2018

Two public presentations of the completed project to the Park and Recreation Board and Town of Jackson Council will be given as scheduled by the Town of Jackson project lead.

Deliverables: Two public presentations and presentation materials.

Additional Services

Service items not contained within this cost proposal but that may arise from this project could include:

- Archeological
    - Further subsurface testing beyond initial shovel tests
    - If artifacts are found in the shovel test units, additional cost will be negotiated for curation of the materials. Curation costs are unknown until artifacts are found.
    - Assistance in writing NEPA documents
- Wetland Permitting
    - Facilitation of compliance with Section 404 (nationwide) of the Clean Water Act as it relates to permitting with the US Army Corps of Engineers (USACE) and full compliance with any associated State or municipal regulations

Additional services such as those listed above or others as they may arise will be requested in writing by the Town of Jackson and will be billed based the rates quoted in EcoConnect Consulting's Request for Qualifications proposal dated July 27, 2018 and on negotiated costs (e.g. curated materials).

AGREEMENT

DATE OCTOBER 1, 2018
PROJECT KARNS MEADOW ENVIRONMENTAL ANALYSIS
CLIENT TOWN OF JACKSON

EcoConnect Consulting LLC agrees to perform the following services for the above named Client.

SCOPE OF SERVICES

- The Scope of Services are as outlined in the attached *Karns Meadow Environmental Analysis Project Scope of Services and Cost Proposal* dated September 25, 2018 (Exhibit A)

FEE AND STRUCTURE FOR SERVICES

- Total Project Cost is a not to exceed $29,155.00.
- Completed services will be invoiced monthly.
- Deliverables dates outlined in the cost proposal are estimates. Firm deliverables dates will be based upon weather conditions for fall field work. Deviations from the proposed schedule will be agreed upon between EcoConnect Consulting and the Town of Jackson project lead as the project progresses. Under no circumstances shall the final deliverables of Phase 4 be made after May 15, 2018.

NOT INCLUDED IN FEE

- Additional Services not already expressly included in the Scope of Services and Cost Proposal Document will be requested in writing and will be billed on a time and materials basis per the rates quoted in EcoConnect Consulting's RFQ proposal dated July 27, 2018 as outlined in the attached Scope of Services and Cost Proposal document.

TERMS

- To accept this agreement, please sign and return this form via email to megan@ecoconnectjh.com or mail to P.O. Box 13259, Jackson, WY 83002.
- Services in addition to those described in this proposal either requested by the Client or necessitated by a change in requirements of any governmental agency shall be considered as additional work and shall be paid by the Client. The Client understands and agrees that all work not specifically defined within the services described herein shall be billed on a time and materials basis. This payment shall be in addition to any budget, bid, or maximum price agreement for the above-described scope of work. Whenever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request.
- In the event that all or any portion of the work prepared or partially prepared by EcoConnect Consulting LLC is suspended,abandoned, or terminated by the Client, the client shall pay EcoConnect Consulting LLC for work performed, plus any required project documentation.
- EcoConnect Consulting LLC shall not be responsible for delays in completing the work described herein which cannot reasonably be foreseen on the date of this proposal, or for delays which are caused by factors beyond their control or delays resulting from a governmental agency.
- All original documents, including drawings prepared by EcoConnect Consulting LLC under this proposal as instruments of professional services are the property of EcoConnect Consulting LLC.
- Client agrees to indemnify and hold EcoConnect Consulting LLC harmless from any liability, claims, and expenses, including any legal
  costs that may arise in connection with our services under this agreement, unless caused by the negligence of EcoConnect Consulting, LLC.
- Client will be billed upon Completion of Services or Monthly as described above; payment is due upon receipt. A service charge of 1.5% per month will be charged on all overdue accounts. Client agrees to pay all reasonable costs of collection and reasonableattorney's fees should collection become necessary.

- Governing Law and Forum: this Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be constructed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek change of jurisdiction or venue.
- Government Liability: the Town of Jackson does not waive governmental immunity by executing this Agreement and specifically retains immunity and all defenses available as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and any other applicable law.
- EcoConnect Consulting, LLC understands and agrees that this Agreement and is exclusion to and binding upon EcoConnect Consulting, LLC only, and may not be subcontracted out without the express written approval of the Client.

Client Signature	EcoConnect Consulting LLC Signature
Client Printed Name	Megan A. Smith, LLC Manager/ Owner EcoConnect Consulting LLC Printed Name
Date	Date

To: Steve Ashworth, Teton County/ Jackson Parks and Recreation Director

From: Megan Smith, Owner/ Wildlife Ecologist, EcoConnect Consulting LLC

Date: September 25, 2018

Via Email: From megan@ecoconnectjh.com

Re: Karns Meadow Environmental Analysis Project Scope of Services and Cost Proposal

The following cost proposal is for the Karns Meadow Environmental Analysis project. The project components proposed here were outlined in Teton County/ Jackson Parks and Recreation's July 2018 Request for Qualifications for Environmental Consultant (RFQ) as well as in a September 12, 2018 Scoping Meeting with both the Town of Jackson and EcoConnect Consulting project teams.

The project cost proposal is roughly organized into phases as outlined in the project RFQ and further refined at the scoping meeting. Completed services will be invoiced on a monthly basis for services completed with the total project cost proposal as a not to exceed amount. Proposed timeline is listed below by phase but will be contingent on timely responses by and scheduling of Town of Jackson's personnel as well as EcoConnect Consulting's project team. Therefore, the proposed timeline dates are not firm deliverable dates. EcoConnect Consulting will confirm with Steve Ashworth, Town of Jackson project lead, at the end of each phase to agree upon a firm deadline for the next deliverables. Additional service items requested and not included in this proposal will be agreed upon in writing and billed on a time and materials basis. Total not to exceed cost proposal for the project is $29,155.00.

The project area is Karns Meadow formally identified as Karns Meadow Tracts 1-6, owned by the Town of Jackson and encumbered by conservation easements held by the Jackson Hole Land Trust. The total project area consists of approximately 41.5 acres.

Phase 1 – Inventory – Completed by November 30, 2018

The inventory phase is the primary data collection phase of the project and includes the following components:

- Conservation Easement Assessment
- Habitat Inventory per Town of Jackson Land Development Regulation guidelines
- Aquatic Resources Inventory (Wetland Delineation) prepared according to the US Army Corps of Engineers guidelines for submission to the Town of Jackson.
- Archeological Class III intensive pedestrian survey to meet the requirements of Section 106 of the National Historic Preservation Act. In addition to the pedestrian survey limited shovel testing will be conducted in the western portion of project area where there is a higher probability of buried archaeological deposits. The survey report will follow Wyoming SHPO standards and include recommendations for any ground disturbing activities on the site. If sites are detected an initial assessment of their eligibility to the National Register of Historic Places will be provided along with a Wyoming site form.
- Project Team Meeting – Meeting with Town of Jackson project team to discuss findings and proposed development components.

Deliverables: Inventory documentation will be incorporated into the final Environmental Analysis document. Summary information of inventories will be provided for Project Team Meeting.

Phase 2 – Development Impact Assessment - Estimated by December 15, 2018

The development impact assessment will analyze potential development as allowed by the conservation easements and detailed/ refined as needed in Phase 1 project team meeting. A project team meeting to consider potential alternative scenarios may be included.

Deliverables: Development impact assessment and potential project team meeting.

Phase 3 – Alternatives Analysis and Conference - Estimated by January 15, 2018

The alternatives analysis phase includes an analysis of alternative development scenarios as well as a conference with Town of Jackson planning staff and project team pursuant to Town of Jackson Land Development Regulations 8.2.2. *Environmental Analysis Procedures*.

Deliverables: Alternatives analysis and conference with Town of Jackson Planning Staff.

Phase 4 – Final Environmental Analysis Document - Estimated by February 15, 2018

The final environmental analysis document includes the above listed components as well as a Habitat Enhancement/ Mitigation Plan pursuant to Town of Jackson Land Development Regulations 5.2.1.E. *Impacting the NRO*.

Deliverables: Final Environmental Analysis Document inclusive of materials from Phase 1-3.

Phase 5 – Public Presentations - Estimated by March 15, 2018

Two public presentations of the completed project to the Park and Recreation Board and Town of Jackson Council will be given as scheduled by the Town of Jackson project lead.

Deliverables: Two public presentations and presentation materials.

Additional Services

Service items not contained within this cost proposal but that may arise from this project could include:

- Archeological
    - Further subsurface testing beyond initial shovel tests
    - If artifacts are found in the shovel test units, additional cost will be negotiated for curation of the materials. Curation costs are unknown until artifacts are found.
    - Assistance in writing NEPA documents
- Wetland Permitting
    - Facilitation of compliance with Section 404 (nationwide) of the Clean Water Act as it relates to permitting with the US Army Corps of Engineers (USACE) and full compliance with any associated State or municipal regulations

Additional services such as those listed above or others as they may arise will be requested in writing by the Town of Jackson and will be billed based the rates quoted in EcoConnect Consulting's Request for Qualifications proposal dated July 27, 2018 and on negotiated costs (e.g. curated materials).

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: September 25th, 2018
MEETING DATE: October 1st, 2018

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Floren Poliseo
PRESENTER: Johnny Ziem

SUBJECT: **Approval of Design and Construction of a Pedestrian Bridge in East Jackson**

STATEMENT/PURPOSE

The purpose of this item is to seek Council approval for the design and construction of a pedestrian bridge in East Jackson.

BACKGROUND/ALTERNATIVES

This project site is located at the end of the alley between East Kelly Ave and Cache Creek Drive. Typical vehicular traffic travels easterly down the alley and then heads north at the end of the alley, towards May Park. The Town of Jackson has a right-of-way at the end of the alley that heads south towards Cache Creek Drive. In this right-of-way, a portion of the diverted Cache Creek flow opens and creates an open water feature that does not allow vehicular travel thru to Cache Creek Drive. Until this spring, no pedestrian traffic access was established to cross the creek. During this spring/summer staff noticed that a small, homemade bridge appeared at this location to allow for pedestrian movement across the creek. Staff believes a neighbor near this location possibly moved a bridge on their property onto the Town's right-of-way to allow pedestrian access.

Staff began working on an idea to construct a pedestrian bridge over the creek well before the homemade bridge appeared on site. The idea was to create a safe, professionally engineered, and ADA compliant pedestrian access bridge over the creek while still maintaining the creek's "open" character to allow for possible access for pets. Work done to date includes the design and professionally engineered plans created by Nelson Engineering and user analysis discussions with Friends of Pathways.

Stakeholders

Public notice was issued to residents within 200 ft. of this location that this item would be discussed on the October 1st, 2018, evening Town Council Agenda. Further, there were other stakeholders identified as potential users of this type of pedestrian bridge access. First, the pedestrian bridge will offer access to May Park for the residents of a portion of Cache Creek Drive and Upper Cache Creek Drive. Second, the pedestrian bridge will offer access to any resident, especially those requiring ADA access, the ability to cross the creek safely and efficiently. Lastly, as of last year, the Teton County School District moved to eliminate certain school bus stops to keep the district in line with state regulations and transportation funding. This resulted in the removal of four East Jackson bus stops that were used by roughly 45 students. Wyoming law states that students within 1 mile of an elementary school, 1 ½ miles of a middle school, and 2 miles of a high school should walk, assuming it is safe to do so.

Additionally, Friends of Pathways and Teton County Pathways are stakeholders in that both groups advocate for a complete pathway system and safer streets. Park and Recreation is a stakeholder in that they maintain winter access on town sidewalks/pathways. Residents and students living within this site are also stakeholders in that they will use this asset for their multimodal transportation needs.

ALIGNMENT WITH THE COMPREHENSIVE PLANS

- Section 7 “Multimodal Transportation” of the Comp Plan: Residents and visitors will safely, efficiently, and economically move within our community and throughout the region using alternative transportation
- Jackson/Teton Integrated Transportation Plan
- Pathways Master Plan

ATTACHMENTS

A.) Site Map and Site Photo

B.) Attached engineered plans

FISCAL IMPACT

The fiscal impacts for this project are the costs associated with the design of the pedestrian bridge and the cost for constructing the project. Funding has been approved in the FY19 budget for the design and installation of this project. The design fees associated with this project were $1,200.00 and the initial estimates for construction of the bridge are estimated to be $17,000.00 - $20,000.00. Other ongoing fiscal impacts associated with this project will include future snow removal, general maintenance/repair, and the addition of wayfinding signage.

STAFF IMPACT

Staff impact for this project included time working with engineer to complete the design and will require time for project management, roughly 4 – 5 hours per week, during the construction phase. There will be additional staff impacts for managing snow removal and general maintenance performed on the bridge.

LEGAL REVIEW

None at this time.

RECOMMENDATION

Staff recommends approval of the East Jackson pedestrian bridge design and approval to proceed with construction of the East Jackson pedestrian bridge.

SUGGESTED MOTION

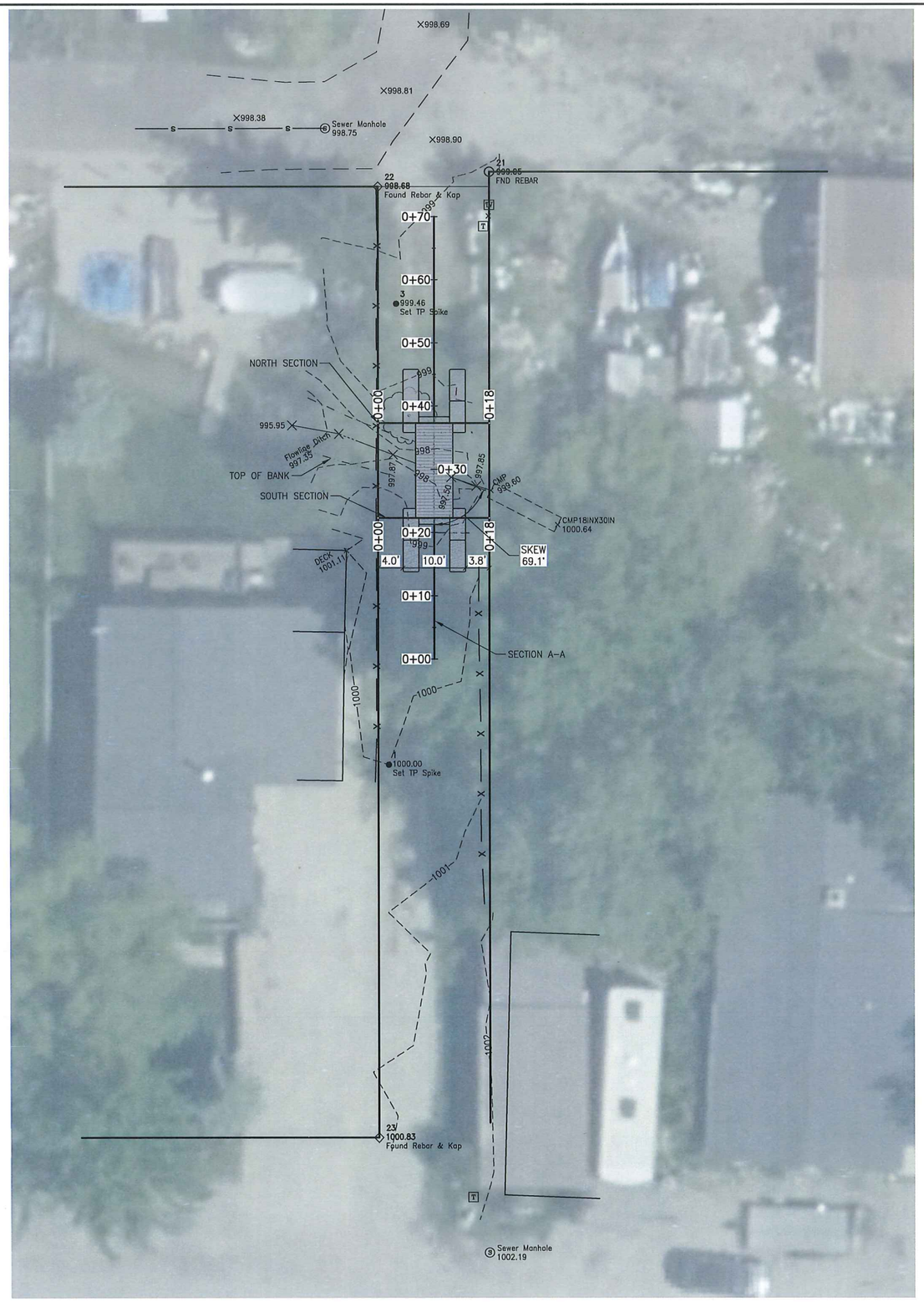
I move to approve the East Jackson pedestrian bridge design and direct staff to proceed with administering construction of the East Jackson pedestrian bridge.

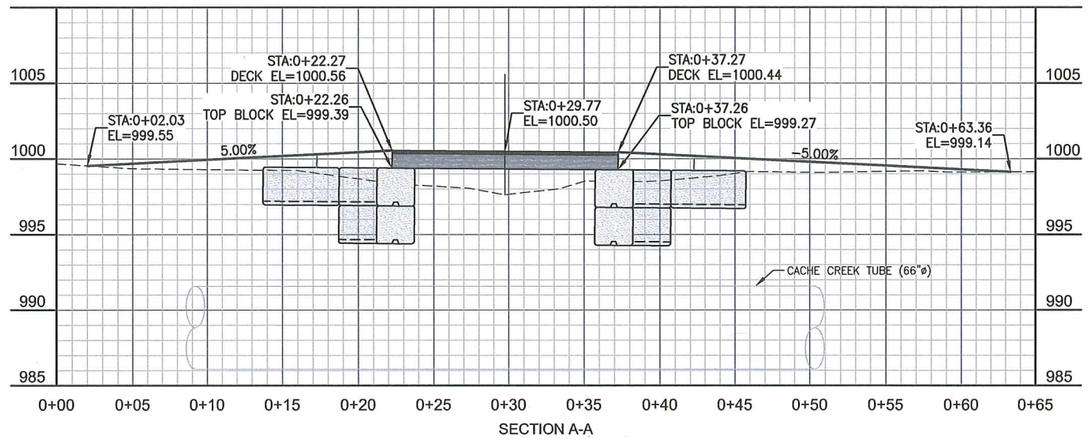
Synopsis for PowerPoint (120 words max):

Purpose: The purpose of this item is to seek Council approval for the design and construction of a pedestrian bridge in East Jackson.

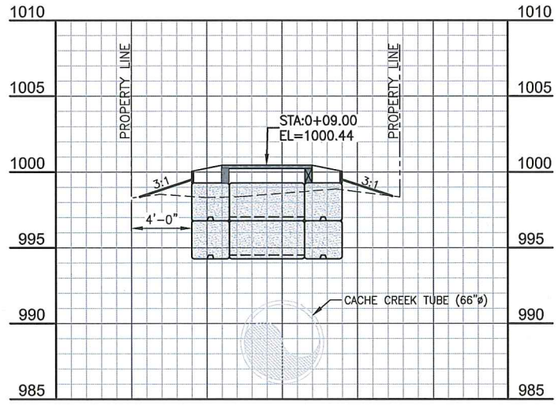
Background: This project site is located at the end of the alley between East Kelly Ave and Cache Creek Drive.

Fiscal Impact: The design fees associated with this project were $1,200.00 and the initial estimates for construction of the bridge are estimated to be $17,000.00 - $20,000.00. Other ongoing fiscal impacts associated with this project will include future snow removal, general maintenance/repair, and the addition of wayfinding signage.





SECTION A-A



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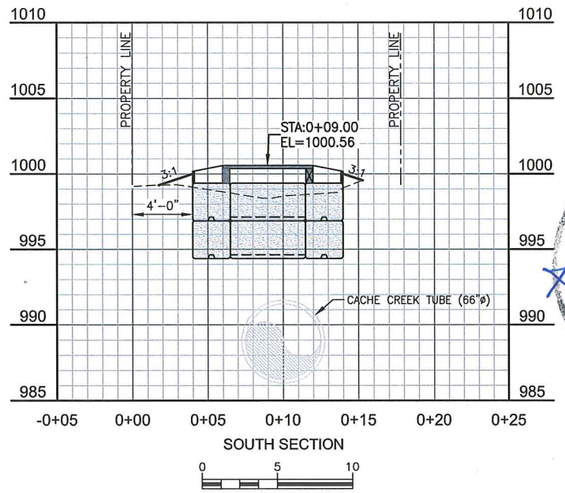

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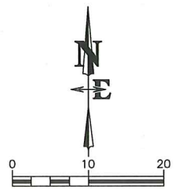

DATE	09/06/18	REV.
SURVEYED	JK	
ENGINEERED		
DRAWN	JK/SK	
CHECKED		
APPROVED		

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

DRAWING TITLE
SITE PLAN
AND BRIDGE SECTIONS

JOB TITLE
CACHE CREEK - EAST KELLY ALLEY
BRIDGE
JACKSON, WY

DRAWING NO 1

JOB NO 14-175-03

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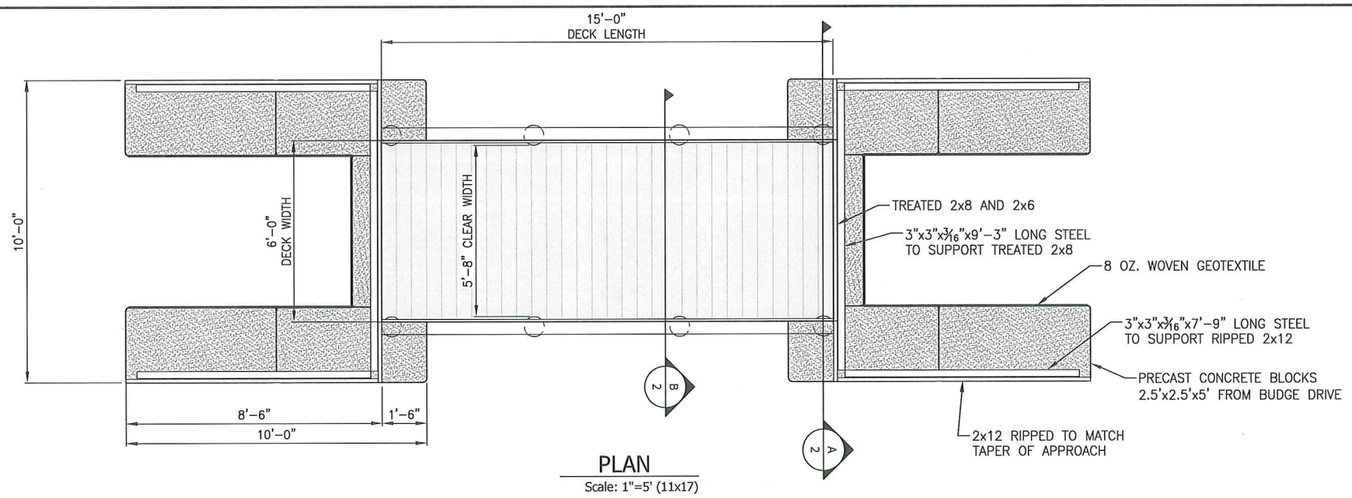

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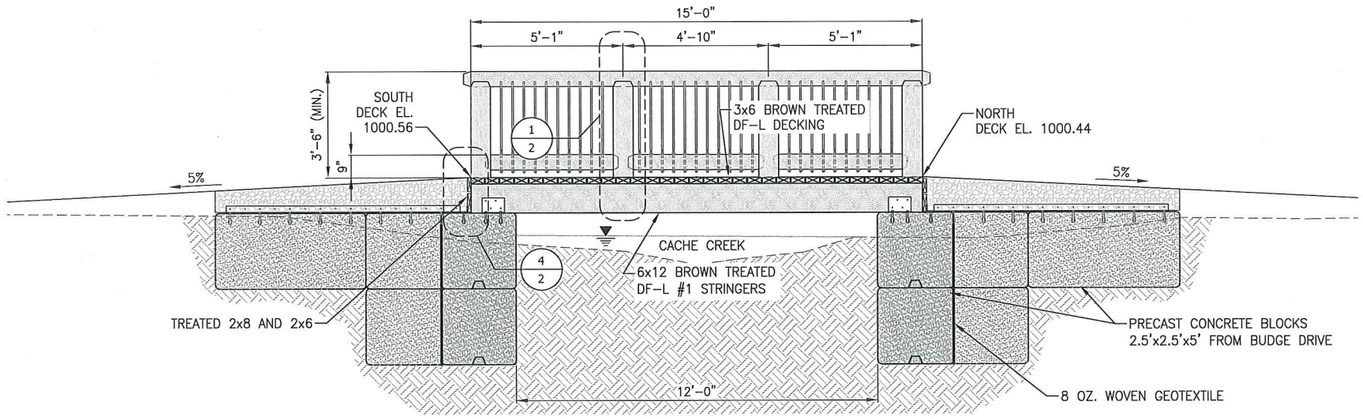

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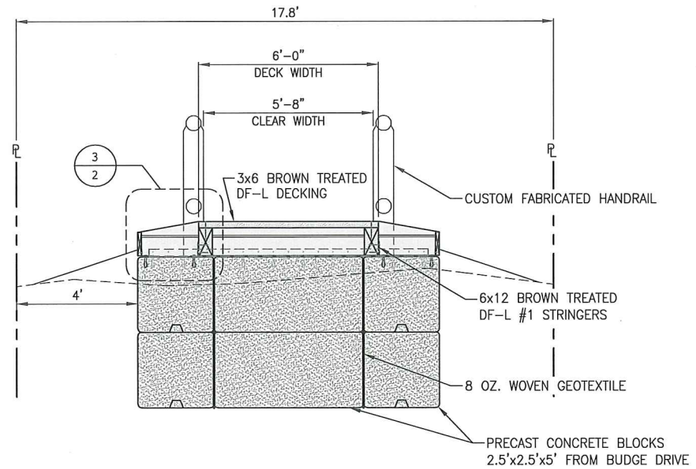

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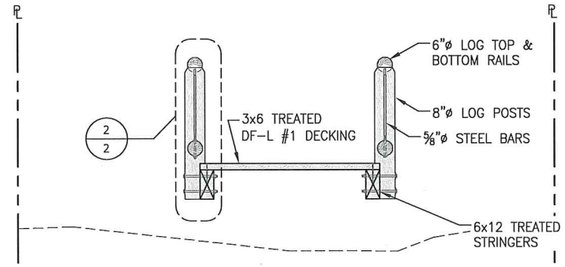

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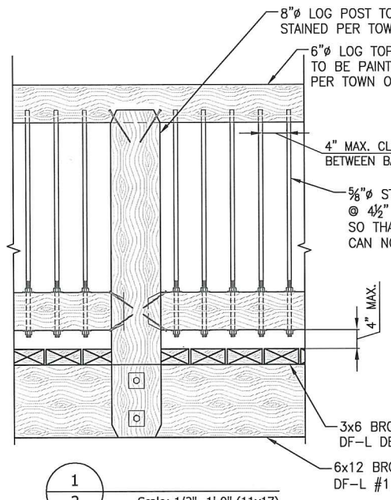

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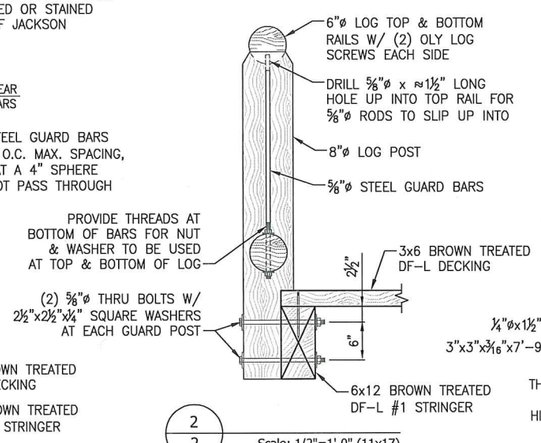

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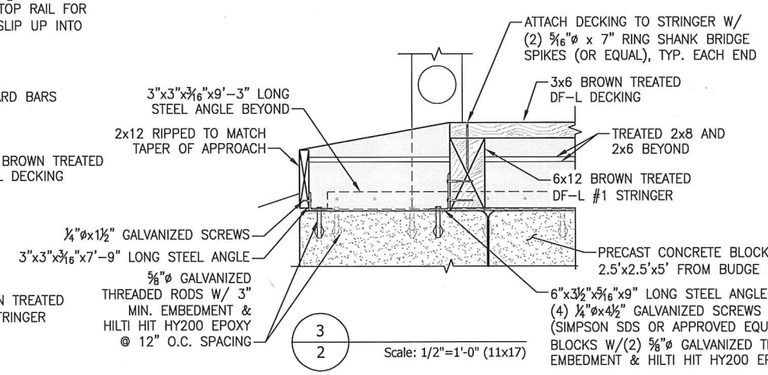
NOTES:

- ALL ANCHORS; SCREWS; OR EPOXIED RODS INTO CONCRETE TO BE GALVANIZED.
- 5/8"ø STEEL GUARD BARS TO BE BLACK STEEL.



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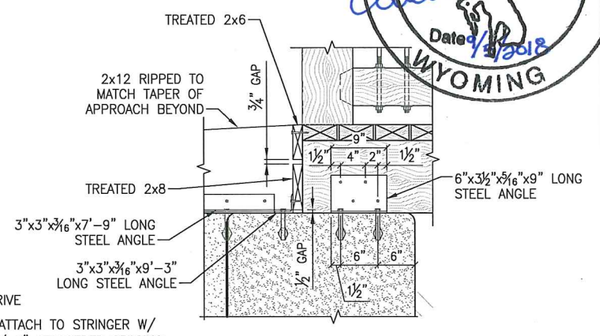

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Professional Engineer (CIVIL)
CARLA M HANSEN
PE 11085
Date 9/5/2018
WYOMING

REV.	DATE	
	08/05/18	SURVEYED
-		ENGINEERED
RRN		DRAWN
BJG		CHECKED
		APPROVED

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

DRAWING TITLE: BRIDGE DETAILS

JOB TITLE: CACHE CREEK - EAST KELLY ALLEY BRIDGE

JACKSON, WY

DRAWING NO 2

JOB NO 14-175-03

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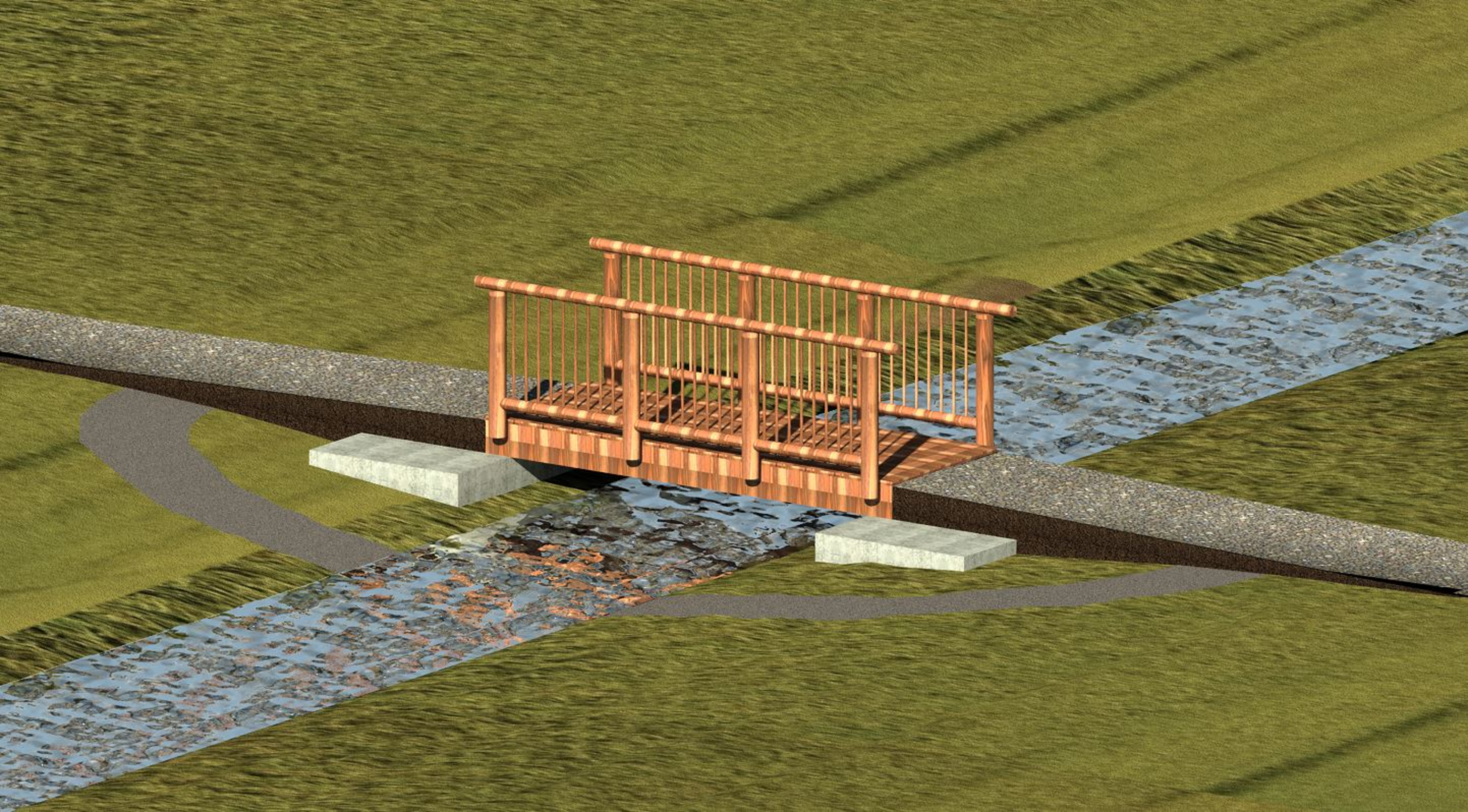

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: September 27, 2018 **SUBMITTING DEPARTMENT: Planning**
MEETING DATE: October 1, 2018 **DEPARTMENT DIRECTOR: Tyler Sinclair**
PRESENTER: Tyler Sinclair

SUBJECT: P17-074: Snow King Mountain Resort On-Mountain Improvements Project Proposal - United States Forest Service - Scoping Comments

STATEMENT/PURPOSE

The purpose of this item is to have Town Council consider a letter to the United States Forest Service providing scoping comments on the Snow King Mountain Resort On-Mountain Improvements Project Proposal.

BACKGROUND/ALTERNATIVES

At the September 10, 2018, Joint Information Meeting (JIM) Mary Moore, the Bridger-Teton National Forest District Ranger provided Town/County elected officials information regarding their role as Cooperating Agencies in the Forest Service Snow King review process. Ms. Moore advised the elected officials that if they had areas/topics that they wanted to ensure were included in the next steps in the review process, including the alternative analysis, those comments should be submitted by the October 4, 2018 deadline. More specifically Ms. Moore advised that providing direction on "why" certain areas/topics should be further considered would be beneficial.

At the September 17, 2018, Town Council discussed this item. Council discussed what the appropriate level of comment was at this time and what items Council should consider including and which ones to not. Council continued the item until the October 1, 2018, meeting and directed staff to prepare a draft letter for consideration at that time. Council members were encouraged to provide any additional items they wanted staff to include in the letter.

Staff has provided a draft letter for Council review and approval at the meeting for submission to the Forest Service prior to the Scoping Comment deadline. Staff has also provided the Teton County comment letter and previous staff report from the September 17, 2018, meeting for consideration.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include Snow King Mountain Recreation, the Town of Jackson organization, all patrons and users of Snow King Mountain, and the community at large.

ATTACHMENTS

- Draft Town of Jackson, Scoping Letter, dated October 1, 2018
- Teton County Board of County Commissioners, Scoping Letter, dated September 24, 2018
- Town of Jackson, Staff Report, P17-074, dated September 17, 2017

FISCAL IMPACT

None

STAFF IMPACT

The staff impact will be significant to the many Town/County Departments reviewing and making recommendations on the proposed plans. To date, Town staff has invested about 250 hours on the Snow King Master Plan update process to coordinate and support the Snow King Vision Stakeholder Group. Most of that time is from the Town Planning Director.

LEGAL REVIEW

This item has not been provided to the Town Attorney for review.

RECOMMENDATION

The Planning Director has not provided a recommendation on this item.

SUGGESTED MOTION

I move to authorize the Mayor to sign a letter to the United States Forest Service dated October 1, 2018, outlining the Town's scoping comments on the Snow King Mountain Resort On-Mountain Improvements Project Proposal, **as presented or as amended by Council.**

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

October 1, 2018

United States Forest Service
Bridger-Teton National Forest
Patricia O'Connor, Forest Supervisor
Mary Moore, District Ranger
PO Box 1888
Jackson, WY 83001

RE: Town of Jackson Scoping Comments - Snow King Mountain Resort On-Mountain Improvements Project Proposal

Dear Ms. O'Connor and Ms. Moore,

Thank you for the opportunity to comment and for extending the scoping period comment deadline.

As the Forest Service begins its analysis of Snow King's proposed on-mountain improvements, we ask that you consider the Jackson-Teton County Comprehensive Plan, adopted in 2012 to balance development with environmental stewardship and community character. The vision statement is: "Preserve and protect the area's ecosystem in order to ensure a healthy environment, community and economy for current and future generations."

Regarding the proposed action, the Town of Jackson asks that the environmental analysis address impacts of each proposed element on wildlife and habitat and provide alternatives, particularly for the boundary expansions and facilities proposed on the summit. The Town's Comprehensive Plan is centered on providing balance between the three common values of Ecosystem Stewardship, Growth Management and Quality of Life. Specifically, our Comprehensive Plan lays out the following goals for Ecosystem Stewardship: maintain healthy populations of all native species, preserve and enhance water and air quality, maintain the scenic resources of the community, and protect and steward open space. Related to Growth Management and Quality of Life, the analysis of each element of the proposal should also address additional needs for parking and employee housing, as these will have impacts on the Town. The Town recommends that you provide a variety of alternatives that attempt to balance these Common Values as your review process moves forward.

Of further concern are the proposed access road across the north face of the mountain and the proposed gondola and zip line along the Exhibition run from the summit to base. Construction of the access road raises concerns about potential rock slides, landslides and avalanches, as well as visual impacts to the community. The proposed gondola and zip line may further erode community character, create parking challenges, impact Phil Baux Park and create noise impacts for neighbors. Furthermore, the town may not approve a landing site on town land at the base. For these proposed features, the Forest Service should include a range of alternatives, including using the existing access road on the south side of the mountain, a no-action alternative and other possible alignments. Also, the range of alternatives for development should include a net-zero increase of current resort boundary acreage.

In addition, the Town-commissioned Snow King Stakeholder's group identified the following list of interests that we think should be considered and balanced during the review of alternatives:

- Conservation of wildlife habitat and wildlands
- Economic viability of Snow King Mountain recreation and resort area

- Diversity of year-round recreational opportunities for diverse user groups
- Community accessibility and affordability
- Preservation of the cultural, environmental, and historical character of Jackson
- Prioritization of community safety
- Availability of high-quality facilities
- Minimized impacts to the surrounding areas.
- Consideration of impacts to infrastructure and services, both positive and negative
- Balanced impacts of development and tourism on the community, both positive and negative, that can serve as a model for others
- Consideration of community-wide educational opportunities
- Consideration for holding events
- Broadened appeal of the offerings and amenities at Snow King Mountain
- Clear and concise guiding documents to clarify rights, responsibilities, and accountability for all parties involved in the future of Snow King Mountain
- Maintained and enhanced world-class training and facilities
- Prioritization of environmental sustainability

Thank you and we look forward to working with the Forest Service on the next steps in the process.

Sincerely,

Pete Muldoon
Mayor. Town of Jackson

BOARD OF COMMISSIONERS

TETON COUNTY WYOMING

www.tetonwyo.org

Mark Newcomb, Chair
Natalia D. Macker, Vice Chair
Greg Epstein
Smokey Rhea
Paul Vogelheim

PO Box 3594
200 South Willow Street
Jackson, Wyoming 83001

ph: 307.733.8094
fax: 307.733.4451

September 24, 2018

Mary Moore
Jackson District Ranger
Bridger-Teton National Forest

District Ranger Moore,

With respect to the Snow King Mountain Resort's proposal to the Bridger-Teton National Forest (BTNF) to initiate an environmental review process for proposed improvements to the Snow King Master Development Plan, the Teton County Board of Commissioners would like to submit this letter as formal public comment with regard to the scope and extent of the Environmental Impact Statement (EIS) process.

First, we would like to express our gratitude for the BTNF's willingness to extend the public comment period in order to ensure a process that is as comprehensive and transparent as possible.

Next, we would like to highlight the following items and requests as they relate to the scope and extent of the EIS process:

- that the EIS process analyzes a range of alternatives for the community and stakeholders to consider related to the Snow King proposal, including but not limited to:
    - multiple options for on-mountain road development, including:
        - designation(s) that would address uses that will be allowed or limited on the new road and associated avalanche mitigation areas proposed in new/expanded acreage
    - options for development that involve a zero net-increase of current resort boundary acreage; and
- that the EIS process takes into careful consideration how the current Snow King proposal adheres to community goals and local regulations outlined in the 2012 Jackson/Teton County Comprehensive Plan.

As a cooperating agency in this process, Teton County looks forward to a collaborative effort and an EIS process that follows all standard policies and protocols for ski resort improvement proposals in Teton County. Additionally, the Board of Commissioners supports the efforts of the Forest Service to ensure that the EIS process thoroughly studies the potential wildlife impacts of the proposal and provides options for both avoiding any adverse wildlife impacts altogether, and also for mitigating any potential impacts.

TETON COUNTY WYOMING

www.tetonwyo.org

Please feel free to reach out to the Board of County Commissioners or the County Commissioners Administrator, Alyssa Watkins, with any questions or requests for additional information or clarification.

Respectfully,

Natalia D. Macker

Natalia D. Macker, Vice Chair

ATTEST:

TETON COUNTY STATE OF WYOMING COUNTY CLERK

Sherry L. Daigle, County Clerk

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: September 12, 2018 **SUBMITTING DEPARTMENT: Planning**
MEETING DATE: September 17, 2018 **DEPARTMENT DIRECTOR: Tyler Sinclair**
PRESENTER: Tyler Sinclair

SUBJECT: P17-074: Snow King Mountain Resort On-Mountain Improvements Project Proposal - United States Forest Service - Scoping Comments

STATEMENT/PURPOSE

The purpose of this item is to have Town Council consider providing scoping comments to the United States Forest Service related to the Snow King Mountain Resort On-Mountain Improvements Project Proposal.

BACKGROUND/ALTERNATIVES

At the September 10, 2018, Joint Information Meeting (JIM) Mary Moore, the Bridger-Teton National Forest District Ranger provided Town/County elected officials information regarding their role as Cooperating Agencies in the Forest Service Snow King review process. Ms. Moore advised the elected officials that if they had areas/topics that they wanted to ensure were included in the next steps in the review process including the alternative analysis those comments should be submitted by the October 4, 2018 deadline. More specifically Ms. Moore advised that providing direction on the "why" certain areas/topics should be further considered would be beneficial.

To assist in this consideration staff has provided below a summary of issues identified during the Snow King Stakeholders engagement process (from a total of 88 issues identified during the First Public meeting) to assist in area/topic identification.

• Gondola Landing	• Front of Mountain Trails
• Ice Rink	• Uphill Access
• Community Center and Climbing Gym	• Lots 53, 57, and 58
• West Portal	• East Portal
• Parking	• Housing
• Zip Line	• Town of Jackson Commitments
• Boundary Expansion/Road	• Snow King Resort Master Association Commitments
• Summit	• Snow King Mountain Commitments
• Back Side of the Mountain	•
• etc.	•
•	•
•	•
•	•

Once/if areas and topics are identified, Council could consider "why" each should be considered under various alternatives or considerations. To assist in the "why" staff has provided below the "interests" identified during the Snow King Stakeholders engagement process as follows:

- Conservation of wildlife habitat and wildlands
- Economic viability of Snow King Mountain recreation and resort area
- Diversity of year-round recreational opportunities for diverse user groups
- Community accessibility and affordability
- Preservation of the cultural, environmental, and historical character of Jackson
- Prioritization of community safety
- Availability of high-quality facilities
- Minimized impacts to the surrounding areas.
- Consideration of impacts to infrastructure and services, both positive and negative
- Balanced impacts of development and tourism on the community, both positive and negative, that can serve as a model for others
- Consideration of community-wide educational opportunities
- Consideration for holding events
- Broadened appeal of the offerings and amenities at Snow King Mountain
- Clear and concise guiding documents to clarify rights, responsibilities, and accountability for all parties involved in the future of Snow King Mountain
- Maintained and enhanced world-class training and facilities
- Prioritization of environmental sustainability
- etc.

Staff has attached the Forest Service request for public comment document that provides a summary of the Snow King proposal, as well as a link to the full application below under attachments. In addition, staff has provided the Snow King Stakeholders Group final summary documents.

Based upon discussion at the meeting Council could direct staff to draft a letter to the United States Forest Service providing what areas/topics have been identified and "why" for Council consideration at the October 1, 2018 Town Council meeting.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include Snow King Mountain Recreation, the Town of Jackson organization, all patrons and users of Snow King Mountain, and the community at large.

ATTACHMENTS

- United States Forest Service, letter dated August 3, 2018
- Snow King Mountain Stakeholder Group, Staff and Consultant Summary of Outcomes and the Process, May 17, 2018
- Snow King Vision Stakeholder Group Final Vision Scenarios - May 17, 2018

FISCAL IMPACT

None

STAFF IMPACT

The staff impact will be significant by many Town/County Departments reviewing and making recommendations on the proposed plans. To date, Town staff has invested about 250 hours on the Snow King

Master Plan update process to coordinate and support the Snow King Vision Stakeholder Group. Most of that time is from the Town Planning Director.

LEGAL REVIEW

This item has not been provided to the Town Attorney for review.

RECOMMENDATION

The Planning Director has not provided a recommendation on this item.

SUGGESTED MOTION

I move to direct staff to draft a letter to the United States Forest Service outlying the scoping comments provided by Council at this meeting for consideration at the October 1, 2018 Town Council meeting.

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

USDA United States Department of Agriculture Forest Service Bridger-Teton National Forest 340 North Cache Street Jackson, WY 83001

File Code: 2720; 1950
Date: August 3, 2018

Re: Snow King Mountain Resort On-mountain Improvements Project Proposal

Dear Interested Party:

On June 5, 2018, Snow King Mountain Resort (Snow King) submitted a proposal to the Bridger-Teton National Forest (Bridger-Teton) to initiate the environmental review process for improvements proposed in Snow King's master development plan on National Forest System lands. The Bridger-Teton accepted the proposal and is initiating a review in accordance with the National Environmental Policy Act (NEPA). We anticipate preparing an environmental impact statement (EIS) using a third party consultant.

The proposal was finalized by Snow King after a multi-year public input process that culminated in a facilitated community stakeholder group organized by the Town of Jackson. This group developed four scenarios of different combinations of improvements, and ultimately Snow King selected a combination of elements that the ski area believed best fit the needs of the resort and the community's desires.

The purpose of this letter is to invite public comment on the scope of the EIS – that is, on the issues and alternatives it will address. We invite you to inform us of any concerns you may have about potential environmental impacts of this project and any design features that might reduce those impacts. This scoping letter states the purpose and need of the proposed project, describes Snow King's proposed action in detail, and provides instructions for submitting comments.

The Forest Service's predecisional objection process (36 CFR 218) provides the opportunity for you to object to the draft decision that will be released following completion of the EIS. Only those who submit timely and specific written comments regarding the proposed project during a public comment period established by the responsible official are eligible to file an objection (see *How to Submit Comments* below). This scoping period will be your first opportunity to comment. To establish eligibility to object, comments must be submitted during the 30-day period beginning when the Notice of Intent to prepare an EIS is published in the *Federal Register* or during a subsequent designated opportunity to comment.

Our acceptance of Snow King's master development plan does not pre-dispose the agency to final approval of this project. I will decide whether to authorize any or all of the proposed elements, and with what conditions, based on analysis of the environmental effects and consistency with the 1990 Bridger-Teton National Forest Land and Resource Management Plan (Forest Plan) and other relevant laws, policy, and regulations. My decision will be documented in a Record of Decision. If my decision is to authorize Snow King's proposed project, in whole or in part, I would modify their existing special use permit.

As part of the Forest Service's predecisional objection process (36 CFR 218), I will issue a draft EIS for public comment, then a final EIS with a draft of the Record of Decision prior to signing my decision. This will allow us to work to resolve any objections before my decision is finalized. I anticipate release of the draft EIS in winter of 2019, a final EIS and draft decision in late summer of 2019, and a signed decision in fall of 2019.

PURPOSE AND NEED FOR ACTION:

In addition to the foundational direction provided in the Forest Plan, two emerging developments in the mountain resort industry underlie the purpose and need for the proposed action. First, extensive customer surveys conducted by the ski industry indicate that visitors are increasingly seeking a more diverse range of recreational activities, particularly for families, that includes year-round opportunities and activities that are more adventurous. The Forest Service response to this trend includes our 2012 introduction of the *Framework for Sustainable Recreation*, which sets goals for providing a diverse array of recreational opportunities aimed at connecting people with the outdoors and promoting healthy lifestyles, in partnership with other public and private recreation providers.

Second, passage of the *Ski Area Recreational Opportunity Enhancement Act of 2011* provides direction on the types of summer activities the Forest Service should consider authorizing to round out the range of opportunities provided to the public at permitted mountain resorts.

Specific to the Bridger Teton National Forest, the Forest Plan provides direction for the Forest to contribute to community prosperity and provide high-quality developed recreation facilities to serve Forest visitors (Goal 1.1 and Goal 2.2 pp. 112–114). Forest Plan Objective 1.1(f) is to "Provide areas for alpine skiing and commercial ski and snowmobile operations." Objective 2.2(a) is to "Retain, improve and add developed sites" and Objective 2.2(b) is to "Design facilities for people of all ages and abilities."

Reflecting these considerations, the purposes of the proposed Snow King Mountain Resort On-mountain Improvements Project are to:

- Maintain and improve the winter sport infrastructure on National Forest System lands at Snow King,
- Provide new and innovative forms of year-round outdoor recreation for residents and visitors to Jackson Hole, using the existing resort infrastructure as the hub, and
- Capitalize on the partnership between the Bridger-Teton and Snow King to connect visitors with the natural environment and support the quality of life and the economy of the local community.

The needs for action include:

- Improve and increase beginner and intermediate ski terrain, lifts, and facilities to serve as the primary ski resort in Jackson Hole to introduce and recruit new skiers to the sport.
- Expand snowmaking on the mountain to enable an early November opening for ski race training, provide coverage to the upper mountain, and aid in fire prevention.
- Introduce high-quality guest service facilities to attract and retain local and destination skiers, serve as an event venue, and provide an outdoor education center for Jackson residents and visitors.

- Provide access to a wide range of year-round activities catering to a variety of visitors passing through the Town of Jackson.

PROPOSED ACTION:

Snow King's proposed action includes the following elements to address the purpose and need. Each element and its rationale are described in more detail below and shown on the attached maps. A description of the proposed action is also available at http://www.fs.usda.gov/project/?project=54201.

- A new ski school/teaching center on the ridgeline west of the Snow King summit.
- Development of skiing in the natural bowl on the back side, south of the Snow King summit. This southernmost portion of the current special use permit area is suitable for development of low-intermediate and intermediate level ski terrain, complementing the summit teaching center.
- A 67-acre permit boundary adjustment on the front side, east of the existing permit area, to accommodate part of a summit access road/novice skiway, intermediate-level terrain lower on the slope (including groomed runs and tree and glade skiing), and a novice route down from Rafferty lift (via the access road/novice skiway).
- An 89-acre permit boundary adjustment on the front side west of the existing permit area to accommodate a summit teaching center, another part of the summit access road/novice skiway, and expert-level tree and glade skiing.
- New ski terrain totaling about 97.5 acres (groomed runs and teaching terrain).
- Upgrading the existing Summit lift to a gondola, and installation of one new chair lift, two teaching area conveyors, and one surface lift.
- On-mountain facilities (the summit restaurant/guest services building and ski patrol facility, a temporary ski patrol building at the top of Cougar, an observatory and planetarium at the summit, a wedding venue west of the summit building, and a year-round yurt camp at the southern point of the permit area).
- 147.1 acres of added snowmaking (with few exceptions, all existing and proposed runs).
- Improved and expanded lighting for night skiing.
- Front-side mountain bike trails and a back-side mountain bike zone.
- Hiking trails between the summit and the west base, west of Exhibition run.
- A zip line from the summit to the west base area, paralleling the Summit lift.

BOUNDARY ADJUSTMENTS

Snow King proposes adjustments to both their operating boundary and their special use permit boundary. The existing boundary includes 142.5 acres south of the Snow King ridgeline. The proposed action would expand winter and summer operations, including lifts, ski runs, and a mountain bike park (see details below), into to this currently permitted area.

The permit boundary adjustments would resolve the current lack of terrain for beginner, novice, and low intermediate skiers. Snow King currently offers 17.1 acres in these three categories, and as detailed below this proposal would add 37.7 acres. Attracting, accommodating, and advancing beginning skiers is critical not only to Snow King but also to the community. Local ski school programs, the Jackson Ski and Snowboard Club, and the Doug Coombs Foundation's effort to involve underprivileged children in mountain recreation would not be feasible without Snow

King, but they remain severely limited by this lack of low-ability-level terrain. To meet Snow King's desire in sustaining these programs and the desire to meet public recreational needs, a quality teaching center and appropriate terrain to support efficient, step-wise skier progression are essential.

From a planning standpoint, topography and past development preclude development of these terrain types within the existing operational boundary. Based on thorough analysis, development of terrain along the ridgeline west of the Snow King summit and on the back side is the only feasible option. The base area is already fully developed, and other than the ridgeline and back side, appropriate, low-angle terrain does not exist within or adjacent to the current permit boundary.

Development of the summit and back-side terrain would require, at a minimum, a beginner-friendly and downloadable lift accessing the summit, a skier-service and ski patrol building on the summit, an access road to build and maintain summit facilities, and a safe, "easy way down" to the base area in the event of lift failure.

As discussed in more detail below, the proposed teaching area and associated infrastructure would require new special use permit terrain both east and west of their existing front-side operations. Those additions, in turn, set the stage for other improvements not directly associated with the teaching center that are included in the proposed action and discussed below.

The eastern permit boundary adjustment would add approximately 67 acres. In addition to accommodating a segment of the required summit access road/novice skiway, this area would provide three new short intermediate runs, intermediate-level glade skiing between these runs. and a novice route down from the top of Rafferty lift via the summit access road/skiway.

The western boundary adjustment would add approximately 89 acres to Snow King's permit area, for a total adjustment of 156 acres. In addition to allowing development of the critical teaching center on the ridge, it would accommodate another segment of the summit access road/skiway. Glading would open the forested area between the westernmost access road/skiway switchbacks to expert tree skiing.

Snow King visitors increasingly venture into this currently unpatrolled and unmaintained western area. Including this area in the permit would allow Snow King to control and patrol it, making it safer for guests of Snow King and the Bridger-Teton. Together, these proposed boundary adjustments would expand the permit area from 338 to 495 acres.

TERRAIN DEVELOPMENT

Ski run development within the expanded ski area boundary (i.e., current and adjusted permit boundary and private land) would add the following acreage by ability level:

- Beginner – 3.9 acres
- Novice – 29.7 acres
- Low Intermediate – 4.1 acres
- Intermediate – 25.2 acres

- Advanced – 16.2 acres
- Expert – 18.4 acres

These new runs would total 97.5 acres. They would be cleared of trees and tall shrubs then graded to remove terrain irregularities and allow winter grooming. These additions would bring Snow King's total terrain distribution to slightly higher than the industry standard for beginner and novice terrain (6 and 25 percent, respectively, compared to industry standards of 5 and 15 percent), less for low intermediate and intermediate terrain (14 and 29 percent, respectively, compared to 25 and 35), about even for advanced terrain (13 compared to 15 percent), and higher than the standard for expert terrain (13 percent compared to 5).

Tree removal (both stands and individual trees) for safety, recreational, and forest health purposes would open new terrain to tree and glade skiing off the groomed runs. By reducing fuels, tree removal would also help reduce the spread of catastrophic wildfires at wildland/urban interface. Proposed terrain development is described in more detail below.

Teaching Center Terrain

Snow King has a deficit in beginner and novice terrain, and dedicated teaching terrain is insufficient. Currently, lower ability level skiers are limited to a small amount of suitable terrain around the base area, mostly on private land. This restricts Snow King's capability to introduce and recruit new skiers to the sport. The inability to visit Snow King's summit also limits beginner skiers' recreational experience and their exposure to National Forest System lands visible and accessible from the summit.

Development of the summit teaching center would add 3.9 acres of beginner terrain (Figure 1, Runs Lift-B and Lift-C) on the ridge, immediately west of the gondola terminal and summit building. Once beginners had the basic ability to move on their skis, they would have ready access to 29.7 acres of novice terrain from the summit. This includes Runs 16 and 23 on the back side and Runs 14 and 6, the access road/skiway providing and easy way down from the summit to the base area.

This terrain combined with gondola access and the proposed conveyor carpets (discussed below under Lifts), and with the nearby summit building providing guest services and housing the ski school (discussed below under Summit Building), would vastly improve the experience Snow King provides to beginner and novice skiers. The proposed development would benefit the learning progression and the instructors' teaching abilities, would maximize new skiers' recreational access and exposure to National Forest System resources, and would bolster visitors' connection to their public lands. Developing teaching terrain at the summit would extend the season for beginner and novice skiers and would keep them from dealing with ski soft and variable snow conditions at lower elevations late in the ski season. The proposed teaching terrain is effectively separated from higher ability level terrain, avoiding the potential problems of mixing skiers of differing ability levels.

Ski Runs

The next step is low intermediate terrain, and Runs 4, 5, and 7 would provide 4.1 addition acres in the eastern adjustment area, accessed from the summit or the top of Rafferty lift via the access road/skiway. About 25.2 acres of intermediate terrain would be developed, primarily in the back-side bowl (Runs 18, 19, 20, and 22). This would add to the terrain progression available from the summit learning area.

New advanced terrain would total about 16.2 acres, comprising Runs 17, 21, and 24 on the back side and Runs 3 and 8–13 on the front side between the summit ridge and proposed skiways accessing the base area.

A small amount of clearing (less than 0.1 acres) would take place on the uphill margin of the existing Old Man's Flats run.

Clearing and grading of 2.7 acres in four patches in the Summit pod would improve skier circulation and allow intermediate/advanced skiers access to portions of the Bear Cat, Bear Cat Glades, and Exhibition expert runs.

Gladed Ski Terrain and Forest Health Maintenance

Two factors converge in regard to use and management of forested portions of Snow King's special use permit area. First, the northern exposure of the front side and extensive forest cover result in excellent opportunities to develop intermediate-level to expert-level tree and glade skiing. This type of off-piste skiing is growing rapidly in popularity, and the proposed permit area adjustment, upgrade of the Summit lift, and development of back-side infrastructure create the potential to respond to that demand.

Second, maintaining a desirable vegetation mix and character within the permit area, consistent with preserving or enhancing recreational opportunities and experiences, is a Bridger-Teton management objective. To pursue that objective, Snow King worked with the Bridger-Teton to develop the 2015 *Snow King Mountain Resort Vegetation Management Plan* (Vegetation Management Plan). The plan's objectives specifically include development of increased tree and glade skiing, as well as tree removal to reduce hazard to visitors, reduce disease and pathogens, and reduce fire risk by breaking up fuel continuity.

Together, these factors set the stage for creation of glades in all forested areas within the permit boundary, particularly where skier access is practical and where forest health conditions indicate that active management action is required. This proposal includes glading on the back side (18.0 acres) and the east and west expansion areas on the front side (14.4 and 3.6 acres, respectively).

Glading prescriptions would be developed in conjunction with the Bridger-Teton and included in annual summer operations plans subject to Bridger-Teton approval prior to any additional glading. Glading prescriptions are discussed in the Vegetation Management Plan, and the general goal for gladed terrain is a spacing of 15 to 18 feet between trees. In many cases, this may not require much tree removal, but it would certainly involve brushing and limbing, as well as removal of any diseased or hazard trees.

Grading Existing Trails

In addition to the grading and leveling required for the development of the new runs, some grading of existing runs is needed to enhance ski race training lanes and decrease snowmaking requirements. The grading would occur on a total of 5.5 acres in nine areas:

- The top of Flying Squirrel would be graded to remove a prominent knob that impedes skier flow. This would involve 1.0 acres.
- The area between Grizzly and Kelly's Alley, where Karen's Way is located, would be regraded to eliminate the road and improve skier flow, involving 0.9 acres.
- An area at the top of the Lower Grizzly run would be regraded to improve the transition below a service road, involving 0.7 acres.
- Two areas would be regraded on the Old Man's Flats run. Material would be cut from the lower area and used to fill the upper area. This would involve 1.1 acres.
- A 0.9-acre area between the Lower Elk and Bison runs would be regraded to fill erosional depressions.
- Three areas near the confluence the Bison and Old Man's Flats runs would be regraded to remove a high spot and smooth the transition near a summer trail. This would involve a total of 0.9 acres, including 0.6 acres on National Forest System land.

SUMMIT ACCESS ROAD/NOVICE SKIWAY

Proposed development on the summit would require an access road for construction, operations, maintenance, and emergency services. As discussed above, a novice skiway from the summit to the base is essential to get beginner skiers from the summit to the base area in the event of a lift failure. This element of the proposal would meet both needs. In addition, it would provide an easy way down from the top of Rafferty lift, which does not currently exist.

As demonstrated in the master development plan, options considered during the planning process attempted to keep the access road/skiway within the existing permit area or in either the eastern or western permit boundary adjustment areas. However, the best solution to providing appropriate grades for both construction access and a novice skiway, and to minimize the amount of ground disturbance to achieve these goals, is the current proposed alignment.

The proposed alignment follows the gentle grades down the ridge west from the summit to a point near the western boundary of the adjusted permit area. From there it turns eastward, traversing across the front side of the mountain in one continuous span to the top of the Rafferty lift (Run 14), then continues on to near the eastern boundary of the adjusted permit area (Run 6). At that point, it would turn back to the northwest to tie into the existing road and run network near the northern boundary of the current permit area. This section would be bench cut to achieve a running surface width of 16 feet. Cut and fill areas would widen the area of disturbance to an average of about 90 feet.

This alignment significantly improves on-mountain safety and circulation, and creates minimal impact in terms of disturbance area, visual effects, and impacts on existing ski terrain, since it simply crosses the face without any switchbacks within the current permit boundary.

Several existing mountain access roads would be unnecessary once this access road/skiway was complete. These would be abandoned and restored.

LIFTS

Summit Gondola

As discussed above, a beginner-friendly and downloadable lift access to the summit is a requirement for developing the new teaching area. An upgraded lift would also help serve the added front-side ski terrain and provide summit access for non-skiing winter and summer activities (e.g., dining and events at the proposed summit building and proposed summer recreation and educational activities, including mountain biking). The top terminal would be incorporated into the summit building described below.

The Summit lift would be upgraded to a 1,500 person-per-hour (pph) gondola, which would: provide two-way summit access for beginner skiers and pedestrians year-round, including evenings; improve overall ski terrain access; and reduce waiting time in the lift line. With the installation of the gondola, the bottom terminal of the existing Summit lift would be removed, as would the pumphouse adjacent to it. The new lift would extend about 200 feet farther downhill to improve access to the terminal.

Lift A

As depicted on Figure 1, Lift A would service novice, intermediate, and advanced terrain on the back side. This top-drive, fixed-grip, four-person chairlift would have a slope length of approximately 3,015 feet and a capacity of 1,800 pph. From the top terminal, skiers would have access to one novice run, four intermediate runs, three advanced runs, and six expert runs. Utilities would be provided via connections from the summit building. There is existing road access to the bottom terminal. Some maintenance work on the road may be necessary.

Teaching Center Lifts (Lifts B and C)

Two conveyor carpets (Lift B and Lift C) at the summit would serve the new beginner terrain on the ridge west of the summit building. Lift B would be 363 feet in length and Lift C would be 506 feet in length. Each would have a capacity of 600 pph. These lifts would be located in close proximity to the proposed summit building. Power would be extended from the summit building.

Surface Tow D

Lift D would be a surface tow (e.g., a platter or T-bar type) to take skiers from the Lift A pod back to the summit building. Following Run 23, it would be 679 feet long, with a capacity of 300 pph. Power would come from the summit building.

BUILDINGS

Summit Building

Guest services (e.g., food/beverage service, restrooms, and basic retail sales), ski patrol functions, and ski school functions are proposed on the summit to support development of a quality learning area, and gondola access to the site would open a range of year-round recreational possibilities. The summit building is proposed as a state-of-the-art, LEED-certified, on-mountain resort facility to meet the changing desires and expectations of Snow King, community, and regional markets.

This facility would provide multiple functions, including: gondola terminal, gondola cabin storage, ski school, food service (dining/cafeteria/bar/lounge), restrooms, planetarium, ski patrol (headquarters, patient assessment space, warming area, and limited equipment storage), employee space/storage, and ticketing for summer activities. These functions are currently not provided on-mountain, and the proposed facility would take Snow King to a new level in terms of guest services and experience. To include all of these functions, the summit building would be 20,000 – 25,000 square feet in size. It would be a single story and not on the skyline, and it would be designed and built in accordance with the Forest Service's *Built Environment Image Guide* and its stipulations for the Rocky Mountain Province.

This development would also require a septic line to the summit area, which would be collocated with the buried snowmaking line running up Exhibition run. Snow King currently has water and power connections to the summit.

Observatory

An observatory building approximately 500 square feet in size would be located south of the summit building. It would be used year round for stargazing, research, and educational purposes.

Cougar Ski Patrol Facility

Until the new ski patrol facilities in the summit building were completed, a small, temporary, pre-built, pull-on structure would be installed at the top of the Cougar lift as a base for the ski patrol operations during night skiing. This would allow the patrol to station people at the top of the lift for rapid response when only the lower portion on the mountain was open. Some leveling may be done, but no foundation would be necessary. Power would come from the top of Cougar lift. It would be designed and built consistent with the *Built Environment Image Guide* stipulations and would be removed once the summit building was complete.

Saddleback Yurt Camp

A new Americans with Disabilities Act (ADA) compliant yurt camp would be constructed at the far south end of the existing permit boundary. A 1-mile ADA compliant trail connecting to the summit of Snow King would access this facility. The yurt camp would consist of approximately six yurts for sleeping and three multi-use cooking/dining/gathering yurts. These yurts would range in size from 20 to 30 feet in diameter with additional deck space. This year-round camp would serve backcountry skiers, hikers, bikers, and a wide range of groups. In winter, guided

backcountry skiing, snow safety courses, and snowshoe hikes would be offered out of the yurt camp in conjunction with the Snow King Mountain Sports School. This offering of a wilderness-like experience only a short walk/ski from civilization would attract a wide range of visitors seeking a unique activity during their visit to Jackson. This facility would be unique in the region due to the ease of access, spectacular setting in the National Forest, and number of activities offered.

Night Skiing

At present, Snow King offers night skiing on approximately 73.8 acres of night skiing on the lower two-thirds of the mountain, in the Rafferty and Cougar pods. This is primarily intermediate ability-level terrain, with some advanced and beginner terrain. Until recently, approximately 50 lights were mounted on a variety of structures including trees, lift towers, light poles, and buildings. Coverage was limited, and the technology was obsolete. This was a particular impediment to race training, which occurs in the evening after school hours. Good lighting is an important safety factor in race training. A general system upgrade was implemented in 2015 and remains underway, replacing lighting fixtures with more efficient models designed to increase lighting of the snow surface but reduce light pollution (glare and sky glow).

Under this proposal, Snow King would expand lighting coverage using this upgraded technology (see Figure 2). Additional lighting would be provided on the racing lanes in the Cougar pod, and lighting would be extended to the top of the Rafferty pod (Flying Squirrel and Moose runs), the top of Upper Elk run, and the proposed access road/skiway. Overall, this proposal would increase system coverage by 27.3 acres across all skier ability levels to meet demand for this unique experience and provide for safe and effective race training.

SNOWMAKING

Snow King's snowmaking system covers approximately 90.4 acres of the ski area, in the Rafferty and Cougar pods, as well as to the top of Elk run. This system is served by two 1,000-gallon-per-minute (GPM) pumps in the main pump house and is fed by domestic water provided by the Town of Jackson.

To provide more consistent, season-long snow coverage over a wider area, Snow King proposes to expand coverage on both existing and proposed runs (see Figure 3). Coverage would be added on all existing front-side runs except East and West S Chutes, and all proposed front-side and back-side runs, except Run 9. This would result in approximately 147.1 acres of additional snowmaking coverage.

Water lines would be installed on the upwind side of covered runs, in excavated trenches approximately 4 feet deep. Snowmaking hydrants would be plumbed in adjacent to these main snowmaking lines. Snowmaking guns or hose lines would be attached to these hydrants. All water would continue to be supplied by the Town of Jackson.

SUMMER ACTIVITIES

The Snow King master development plan documents the "activity zone" analysis completed as part of their planning process, in compliance with the Ski Area Recreational Opportunity Enhancement Act of 2011. The following proposed summer activities would not change or compromise existing winter snow sports, nor exceed the level of development required for snow sports, but are designed to integrate with and supplement the primary purposes of the ski area. Hiking and biking trails would generally not be collocated with ski runs but may intersect them. Year-round use of the summit building, observatory, and other support facilities would complement these activities. See Figure 4.

Zip Lines

Expanding on current summer operations, Snow King proposes a zip line from the proposed summit building to the base area, paralleling the Summit lift. This project is consistent with the 2013 Jackson Town Council amendment to Snow King's land use lease to include "additional recreational uses related to ski areas such as zip lines, mountain bike trails and other outdoor amenities." This would be an attractive amenity, as guests would quickly descend approximately 1,555 vertical feet, over a distance 3,900 linear feet, at a 48 percent grade to the base area. Guests would ride the new Summit gondola to reach the summit station of the proposed zip line and terminate at the west base area.

Mountain Bike Trails

Lift-served downhill mountain biking is arguably the fastest growing summer activity at mountain resorts in the U.S. and abroad. Not surprisingly, demand for this activity is particularly high in the Jackson area. To meet this demand, Snow King proposes to develop a system of lift-served trails on the front side and a more consolidated mountain bike park-type "mountain bike zone" on the back side.

The front-side trails would include an advanced and an intermediate trail angling down from near the top of the Summit lift to near the top of the Rafferty lift. These would be smooth, excavated trails with a 4-to-5-foot tread. Spurs of narrower hand-built, single-track trail with constructed terrain features would depart from the excavated trails and drop more directly down the slope. At about the elevation of the top of cougar lift, these upper-mountain trails would merge into a beginner and an intermediate-level excavated trail. These two trails would subsequently merge into a single beginner-level excavated trail crossing the toe of the slope down to the west base area.

The front-side bike trail system would total about 6.5 miles, including approximately 1.9 miles of advanced trail (all on National Forest System land), 2.6 miles of intermediate trail (2.4 miles on National Forest System land), and 2.0 miles of beginner trail (0.9 miles on National Forest System land).

On the back side, a skills park and a network of trails of differing types and ability levels would be developed within a roughly 110-acre mountain bike zone. This area would be accessed via the Summit lift, and uphill transit within it would be provided by the proposed Lift A.

These trail designs are conceptual. The exact locations of trails may change when developed to achieve desired grade and location with respect to existing, site-specific, terrain features.

Hiking Trails

Due to Snow King's close proximity to a fairly populated, residential area of the Town of Jackson, Snow King has observed a developing interest by local residents for an uphill hiking trail. To accommodate this interest on National Forest System lands, Snow King proposes to improve the Stairway Trail, including portions in the western permit boundary adjustment area. A direct ascent route to the summit would be created in the trees along Exhibition run to eliminate erosion problems associated with community trails that have been created in this corridor. This 0.6-mile trail (0.4 miles on National Forest System land) would cater to the many trails users who demand the toughest or most direct workout ascending the mountain. In the winter months, this route would serve as the designated direct boot-pack ascent route.

In addition, a new 1.5-mile uphill hiking trail would be developed just west of the Stairway Trail in the Bear Cat glades area, extending into the western permit expansion area near the top. With an approximate grade of 13 percent, it would create an improved experience for hikers seeking to ascend the mountain via a less direct route. This trail would route trail users off the face of the mountain where service roads provide access to the summit and create potential safety concerns. In winter months, this trail would serve as the primary designated uphill ski route. Taking uphill skiers off the main ski runs in winter would reduce conflicts between uphill and downhill skier traffic, as well as limit the interaction between uphill skiers and grooming operations at night.

Wedding Venue

In conjunction with the summit building, a wedding venue is planned to be constructed a few hundred feet west of the new building. This would be an in-ground facility, constructed with stone benches/tiers in a semi-circle around a raised platform.

IMPLEMENTATION:

Construction would begin in the construction season following authorization, anticipated to be summer of 2020. Completion of the proposed action is projected by October 2025.

HOW TO SUBMIT COMMENTS:

While comments will be accepted any time during the process, to be most useful in the preparation of the EIS and to establish eligibility to file an objection, comments must be provided during a designated opportunity for public comment. This scoping period, starting with the date of publication of the Notice of Intent in the Federal Register and continuing for 30 days, is the first designated opportunity to comment.

Comments should clearly articulate the reviewer's concerns about potential environmental impacts of this project and any alternatives or design features that might reduce those impacts. We will consider references provided by commenters if the cited articles are submitted with the

comment letter, and if the letter identifies the relevance of the findings to specific actions and effects of this particular project.

Comments received in response to this solicitation, including names and addresses of those who comment, will be part of the public record and available for public inspection. Comments submitted anonymously will be accepted and considered; however, anonymous comments will not allow the respondent to have standing in subsequent administrative or judicial reviews.

Individuals and organizations wishing to be eligible to object must meet the information requirements of 36 CFR 218 Subparts A and B. It is the responsibility of all individuals and organizations to ensure that their comments are received in a timely manner. Only those who submit timely and specific written comments regarding the proposed action during a public comment period established by the responsible official are eligible to file an objection under 36 CFR 218. Specific written comments, as defined by 36 CFR 218.2, should be within the scope of the proposed action, have a direct relationship to the proposed action, and must include supporting reasons for the responsible official to consider.

Written, facsimile, hand-delivered, and electronic comments concerning this action will be accepted for 30 calendar days following the publication of the Notice of Intent in the *Federal Register*, per the provisions of 36 CFR 218. The publication date in the *Federal Register* is the exclusive means for calculating the comment period for this analysis. Those wishing to comment should not rely upon dates or timeframe information provided by any other source.

In cases where no identifiable name is attached to a comment, a verification of identity will be required for objection eligibility. If using an electronic message, a scanned signature is one way to provide verification. For objection eligibility each individual or representative from each entity submitting timely and specific written comments regarding the proposed project must either sign the comments or verify identity upon request.

Please address any form of comments as attention: Snow King On-mountain Improvements Project. Electronic comments must be submitted in rich text format (.rtf) or Word (.doc) to comments-intermtn-bridger-teton-jackson@fs.fed.us. Written comments must be submitted to: Bridger-Teton National Forest - Jackson Ranger District, P.O. Box 1689, Jackson, WY 83001 – attention District Ranger Mary Moore. Comments may be hand-delivered to 340 N. Cache St. between 8:00 AM and 4:30 PM, Monday through Friday, excluding holidays.

An objection period, if required, will follow regulations found in 36 CFR 218.7. For objection eligibility (36 CFR 218.5), only those who have submitted timely, specific written comments during a designated opportunity for public comment may file an objection. Issues raised in future objections must be based on previously submitted specific written comments regarding the proposed project and attributed to the objector, unless the issue is based on new information that arose after a designated opportunity to comment (36 CFR 218.8(c)).

Additional information on this project is available on the project webpage: http://www.fs.usda.gov/project/?project=54201 . If you would like more information or have questions relating to this project, please contact Mary Moore, Jackson District Ranger, by email at marymoore@fs.fed.us, or by phone at 307-739-5410.

Please feel free to pass this letter on to others you think may have an interest or concern with this project.

Sincerely,

PATRICIA M O'CONNOR
Forest Supervisor

Enclosure: Snow King Area Maps
cc: Ryan Stanley, General Manager, Snow King Mountain Resort
Tyler Sinclair, Planning Director, Town of Jackson
Mark Newcomb, Chair, Teton County Board of Commissioners
Mary Moore, Jackson District Ranger
Derek Ibarguen, Deputy Forest Supervisor

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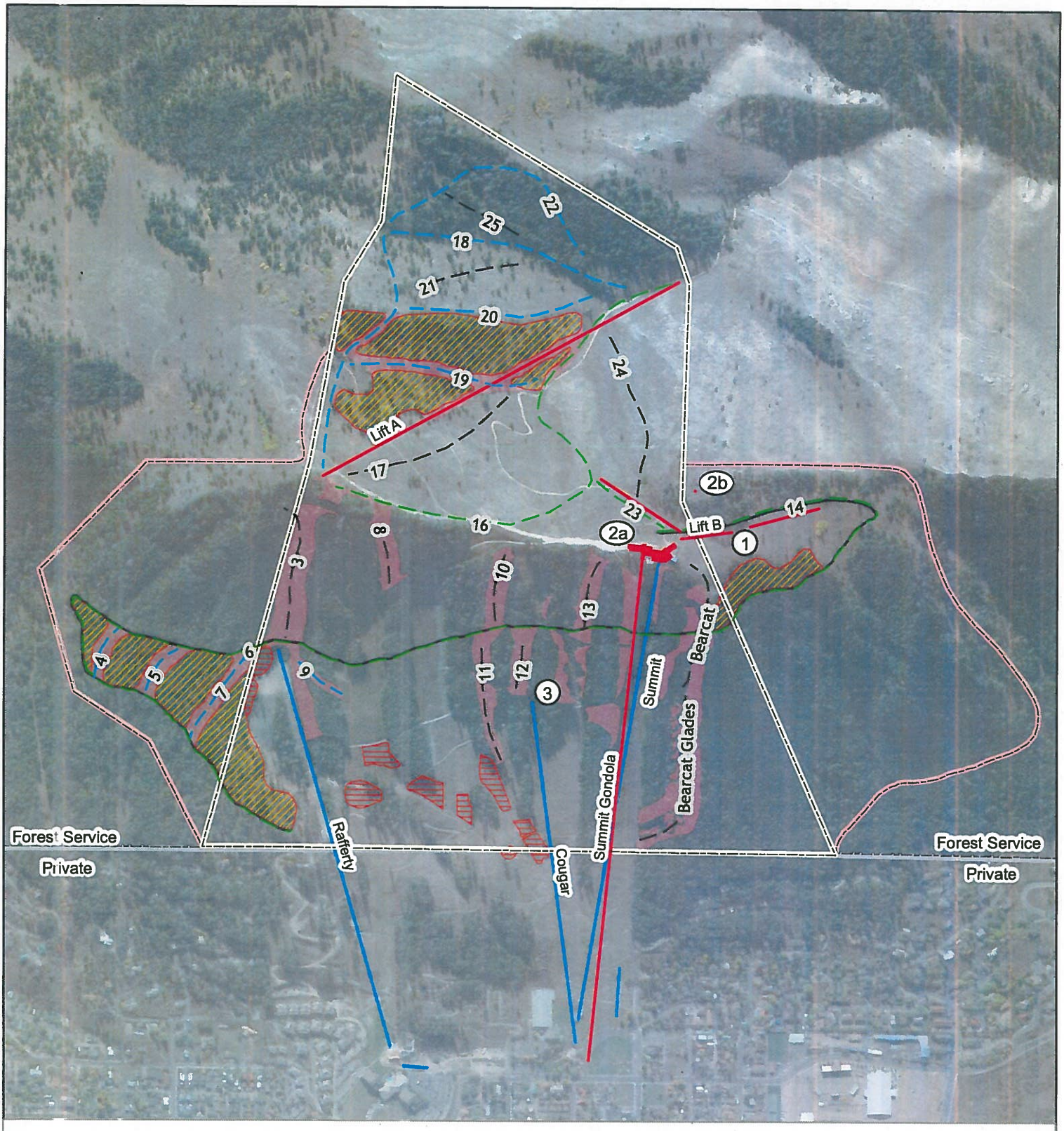
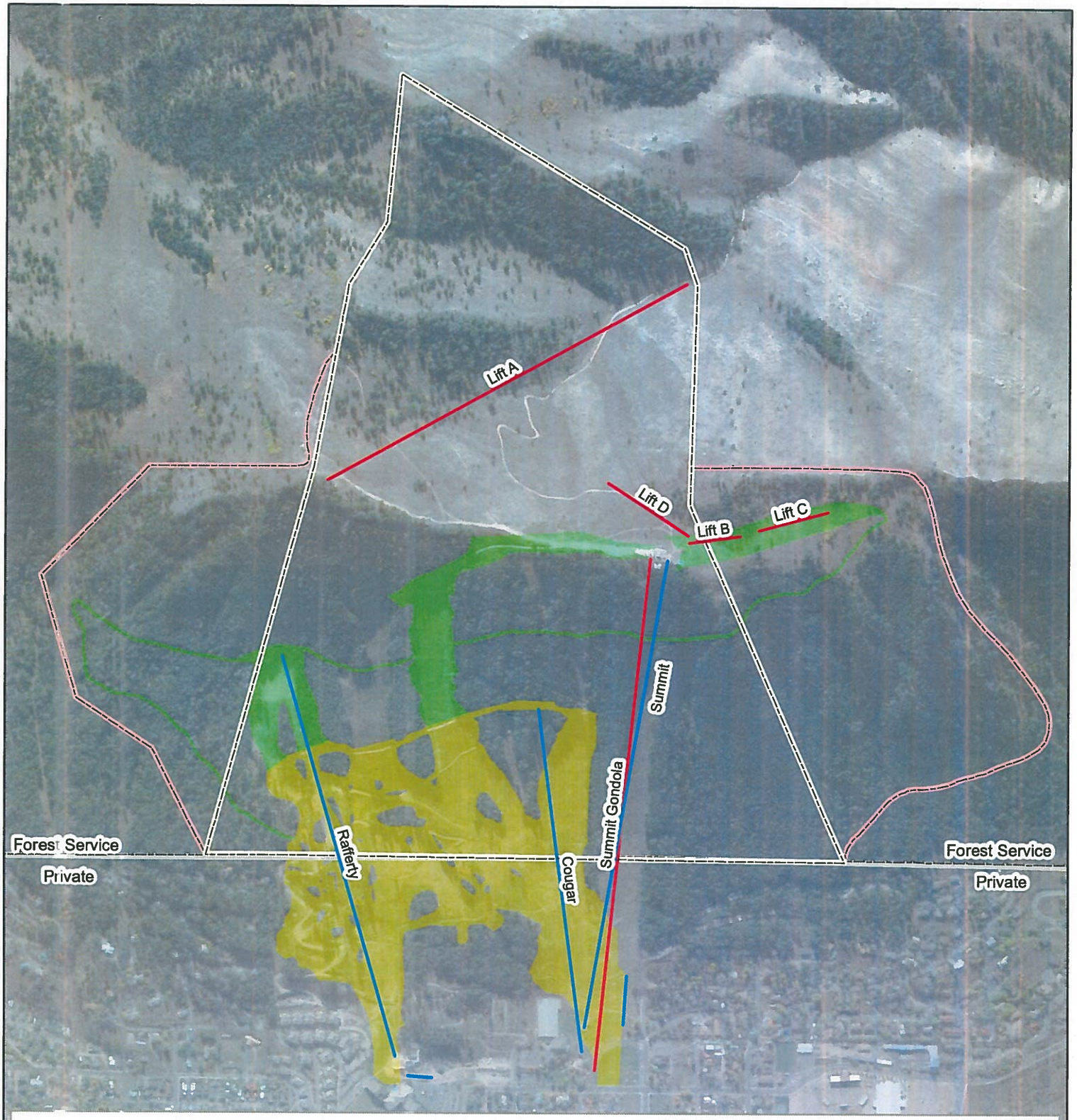


Snow King Mountain Resort Improvements Project
Figure 1. Proposed Winter Projects

- Existing Lift
- Proposed Lift
- Beginner Ski Run
- Intermediate Ski Run
- Advanced Ski Run
- Existing SUP Boundary
- Proposed SUP Boundary
- Forest Service Boundary
- Building
- Glading
- Grading
- Clearing
- Skiway/Access Road
- (1) Teaching Center
- (2a) Summit Building and Gondola Terminal
- (2b) Observatory
- (3) Temporary Ski Patrol Facility

0 0.25 0.5 Miles

S W E N

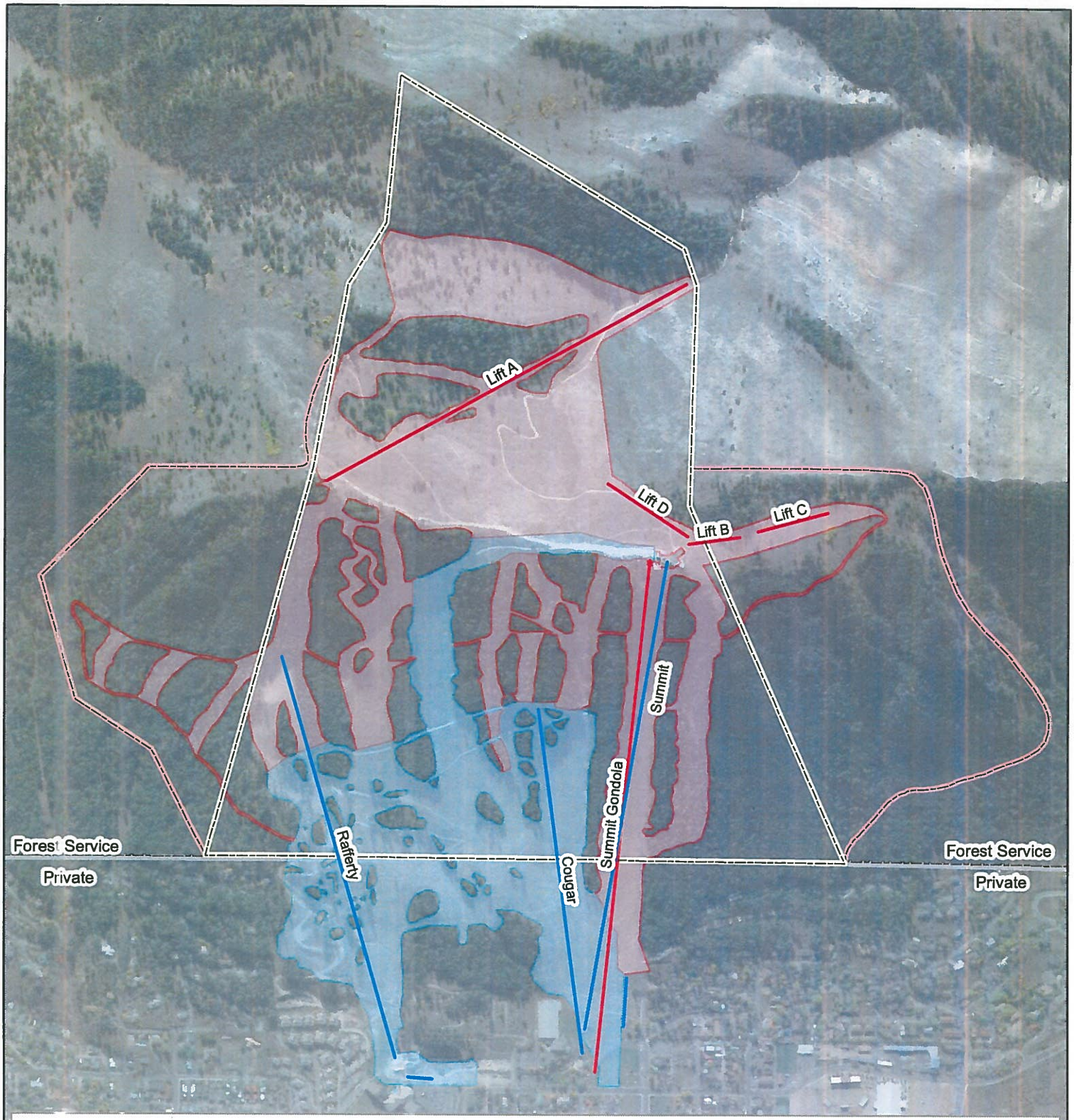


Snow King Mountain Resort Improvements Project
Figure 2. Existing and Proposed Lighting Coverage

- Existing Lift
- Proposed Lift
- Existing SUP Boundary
- Proposed SUP Boundary
- Forest Service Boundary
- Existing Lighting Coverage
- Proposed Lighting Coverage

0 0.25 0.5 Miles

S E W N



Snow King Mountain Resort Improvements Project
Figure 3. Existing and Proposed Snowmaking Coverage

- Existing Lift
- Proposed Lift
- Existing SUP Boundary
- Proposed SUP Boundary
- Forest Service Boundary
- Existing Snowmaking Coverage
- Proposed Snowmaking Coverage

0 0.25 0.5 Miles

S W E N

Snow King Mountain Resort Improvements Project
Figure 4. Proposed Summer Projects

- Proposed Yurt Camp
- Proposed Lift
- Proposed Zip Line
- Proposed Access Road
- Proposed Building
- Existing SUP Boundary
- Proposed SUP Boundary
- Forest Service Boundary
- Proposed Stairway Trail Improvement
- Proposed Hiking Trail
- Proposed ADA Yurt Trail
- Proposed Mtn Bike Zone

Proposed Mtn Bike Trails:

- Advanced Excavated
- Advanced Singletrack/Features
- Beginner Excavated
- Intermediate Excavated
- Intermediate Singletrack/Features

(1a) Summit Building and Gondola Terminal
(1b) Observatory
(1c) Wedding Venue

0 0.25 0.5 Miles

S E W N

Snow King Mountain Stakeholder Group
Staff and Consultant Summary of Outcomes and the Process
May 17, 2018

GOAL OF THE STAKEHOLDER PROCESS

The goal of the Snow King Mountain Stakeholder Group process was for a group of 16 members of the community to work together to come up with multiple scenarios for the future of Snow King Mountain that balance community interests. The group included representatives from Snow King and the Town of Jackson staff sitting down with community members with diverse preferences and experiences regarding Snow King—some looking at the issue through an environmental lens, some through a business lens, some as Snow King users and user groups, and some as neighbors, but all with the needs and future of the community at heart (membership list attached).

The Stakeholder Group met six times between March and May, working to understand the community interests, identifying the issues and factors at play on the mountain and at the base, brainstorming and exploring different options and ideas, and, finally, agreeing on four different scenarios that represent a reasonable range of alternatives for the future of the Snow King Mountain Resort. These four vision scenarios are summarized in the accompanying table. The visions represent a substantial commitment of time and effort by the Stakeholder Group and a careful deliberation about how best to balance the community's interests and ideas.

COMMUNITY INTERESTS

- ✓ Conservation of wildlife habitat and wildlands
- ✓ Economic viability of Snow King Mountain recreation and resort area
- ✓ Diversity of year-round recreational opportunities for diverse user groups
- ✓ Community accessibility and affordability
- ✓ Preservation of the cultural, environmental, and historical character of Jackson
- ✓ Prioritization of community safety
- ✓ Availability of high-quality facilities
- ✓ Minimized impacts to the surrounding areas.
- ✓ Consideration of impacts to infrastructure and services, both positive and negative
- ✓ Balanced impacts of development and tourism on the community, both positive and negative, that can serve as a model for others
- ✓ Consideration of community-wide educational opportunities
- ✓ Consideration for holding events
- ✓ Broadened appeal of the offerings and amenities at Snow King Mountain
- ✓ Clear and concise guiding documents to clarify rights, responsibilities, and accountability for all parties involved in the future of Snow King Mountain
- ✓ Maintained and enhanced world-class training and facilities
- ✓ Prioritization of environmental sustainability

PURPOSE OF THIS DOCUMENT

The four scenarios that emerged from the stakeholder dialogue are captured in a separate summary table. The purpose of this document is to provide additional information about some aspects of the scenarios and, perhaps more importantly, about the nature of the Stakeholder Group's discussions. The summary table is the outcome and output of the stakeholder process, as captured by Town staff and the facilitator. ***This report is intended to support that document and enhance shared understanding of the group's work, but it is not a group work product.*** It was prepared by staff and the facilitator, and the Stakeholder Group was invited to review it and provide edits, but given the short turnaround required and the lack of in-person discussion about the summary, it should be viewed as a staff and contractor document rather than a group report.

ROLE OF THE COMMUNITY IN THE PROCESS

The process included two community meetings to allow the Stakeholder Group to learn about the broader community's interests and visions. At the first community meeting, participants were invited to share their interests on the future of Snow King—these are the underlying motivations and "why's" they have for the preferences they have. The Stakeholder Group refined the list of 88 interests from the community meeting down to a list of 16 interests that then served as a touchstone for the remainder of the process. At the second community meeting, the Stakeholder Group summarized the options they had identified for all the issues at play in Snow King's future, and then invited community members to build their own scenarios. The Stakeholder Group received 288 completed community vision packages, and then used those to inform their final discussion on which and how many scenarios to share with Town Council and Snow King.

PRIMARY STEPS IN THE PROCESS

The first Stakeholder Group meeting occurred the day after the first community meeting. At this meeting, the group developed their operating protocols (attached) and discussed the community interests (see above). The remaining meetings involved the follow steps and actions:

- Development of a preliminary vision for the base
- Discussion of options for the primary elements of the area (front of the mountain trails, zip line, summit, back of the mountain, boundary expansion and road, east portal and other SRKMA properties, etc.)
- Delineation of future responsibilities and commitments for Snow King, the Snow King Resort Management Association (SKRMA), and the Town
- Clarification of the options to share with the community to learn how they would package the options to meet the identified interests
- Development of four final scenarios to submit to Town Council and Snow King for consideration

KEY ISSUES IN THE DISCUSSION

The Stakeholder Group worked hard to be creative and find new paths forward, while also staying anchored in the best interests of the community. There were several key issues that the group discussed at great length, working to understand one another's perspective and to find options for the future that accommodated as many of the community interests as possible.

KEY ISSUES DISCUSSED

- ✓ Balancing allowing the gondola to land on Town property with developing new community benefits at the base
- ✓ Ensuring additional community benefits, such as increased housing, improvements to parking and traffic, and community access to summit amenities in exchange for development opportunities for Snow King
- ✓ Improving traffic flows and parking for all uses, without pushing problems off of main roads and arterials and into adjacent neighborhoods
- ✓ Balancing the environmental impacts of putting in a new road with the potential gains in safety for staff and visitors to the summit
- ✓ Maintaining the character of the Town while providing growth and development opportunities for Snow King
- ✓ Ensuring that the roles and responsibilities are clear for Snow King, SKRMA, and the Town into the future

Gondola Landing and a Vision for the Base

The Stakeholder Group discussed Snow King's proposal to install a new gondola in place of the existing Summit Lift and to land the new gondola on Town of Jackson property. The group acknowledged that landing a new gondola on Town property would represent a substantial contribution from the community to Snow King, particularly since the land that would be used is currently a parking lot used to access the community park. However, the group also noted that this potential contribution from the community represents a substantial opportunity for the Town to negotiate some exciting amenities for the residents of Jackson in exchange for use of Town property.

While not all members of the group agreed on what the best package of "gives" and "gets" should be to ensure that the Town and residents receive an appropriate amount of community benefit for landing the gondola on Town property, there was convergence in the group around a vision to maximize gains for all by thinking creatively about the base. Toward this end, several members of the Stakeholder Group met between meetings to develop ***a vision for the base of Snow King that could substantially improve the flow of activities on the mountain and facilitate Snow King's delivery of mountain recreation, while also bringing exciting new recreational opportunities to the area for residents.*** The underlying idea behind the vision is that Snow King, the Town, and the residents would all gain from the vision, adding value for everyone through creative thinking and thoughtful development.

The new vision for the base included the following elements:

- Mutual planning, development, and creation of a world-class west base area, which would be ***the largest, most accessible and contiguous (green/grass and white/snow) public/recreational space possible***, designed for optimal functionality for multiple uses (both public and resort) in all seasons.
- ***Removal and replacement of the Summit Lift with a gondola***.
- Careful siting of the gondola landing on Town property ***to maximize contiguous green and white space on the property***.
- Development of ***a world-class park, event center, and youth sports facility*** accommodating public and private events and competitions, a community center, spectator hospitality, resort amenities, and headquarters for the Jackson Hole Ski and Snowboard Club, Doug Coombs Foundation, Jackson Hole Youth Hockey, Jackson Hole Moose Hockey, Jackson Hole Skating Club, the Jackson Hole High School Ski Team, the Jackson Hole Chapter of the Girls Scouts, and/or a year-round youth/teen center.
- ***Consideration of a variety of community, athletic, and recreational uses at the new sports facility***, including an additional ice rink, a climbing gym, meeting rooms, office space, study space or a branch library, among other things.
- ***Creation of an expanded and enhanced outdoor park space*** designed to accommodate multiple uses including but not limited to: baseball/kickball, markets and fairs, concerts, general public use, youth sports and winter sports dryland, and community events.
- ***Establishment of shared funding / expense and operating agreements***, association, or similar organizational structure to help create this vision and cover ongoing

operations and maintenance of base area facilities (e.g., plowing, parking, janitorial services for shared buildings) and community benefits.

The idea behind this vision for the base is that it would substantially improve the recreational opportunities for the community by increasing the contiguous community space at the base to allow for more outdoor uses and by developing a community mountain and event center for new and expanded indoor uses. There was strong support among stakeholders about the need for a clear delineation of responsibilities between the Town, Snow King Mountain Resort, and Snow King Resort Management Association (SKRMA), in order to improve maintenance of roads and facilities to improve the user experience and increase safety.

It is important to note that the Stakeholder Group talked at length about the many members of the community who indicated a preference for *not* landing the gondola on Town property in their vision packages at the community meeting. The group members acknowledged and carefully considered this preference. Upon further deliberation, many in the group ultimately agreed the vision at the base that included landing the gondola on Town property held the greatest promise for delivering substantial community benefit to Town residents while also facilitating operational efficiencies for Snow King.

Community Benefits Now and for the Future

Members of the Stakeholder Group stressed the importance of developing vision packages for Snow King that promised a strong return to the local community for their continued and increased support of Snow King. Community benefits included more recreational opportunities at the base (see above), as well as a new building at the summit of Snow King that would be open and welcoming to visitors and the community alike. The new summit building would include a restaurant open to the community, community space, a telescope and planetarium, and other amenities. The summit area would include picnic tables, a weather station, and easy access to the glorious views that make Jackson special. The summit would be served by a new gondola, and there would be improvements to existing ski terrain for the benefit of visitors and residents alike. These would be available year-round—free for hikers in the summer and for a lift-ticket fee in the winter (with advance purchase, season pass, and daily pass options).

COMMUNITY BENEFITS INCLUDED IN STAKEHOLDER VISION SCENARIOS

- ✓ Reconfiguration and expansion of contiguous green/snow space at Phil Baux Park
- ✓ New event space at Phil Baux Park
- ✓ A new summit building with access for the community, including a restaurant, a telescope/planetarium, and community space
- ✓ New picnic areas at the summit and yurts on the backside of the mountain
- ✓ Improved and in some cases expanded ski terrain on the mountain
- ✓ Expansion and improvement of the existing ice rink
- ✓ Creation of a new community mountain sports center
- ✓ Improved flow for drop-offs and through traffic at the base
- ✓ Increased and improved parking at the existing ice rink
- ✓ New housing for Snow King employees provided on Snow King property to alleviate housing pressures elsewhere in the community
- ✓ Clear commitments from Snow King and SKRMA for future management, financial investment, and maintenance of amenities and infrastructure

Other recreational benefits that this vision included for the community include expansion of the existing ice rink and the creation of a new world-class community mountain sports center (described above). These developments would expand the indoor sports recreation opportunities available in Jackson, providing more ice for hockey and figure skating, a climbing wall, and other fitness and sports opportunity. There would also be improved space to support management and growth of community sports and community groups like Jackson Hole Ski and Snowboard Club, Doug Coombs Foundation, Jackson Hole Youth Hockey, Jackson Hole Moose Hockey, Jackson Hole Skating Club, the Jackson Hole High School Ski Team, the Jackson Hole Chapter of the Girls Scouts.

The Stakeholder Group also sought benefits to the community outside of the sports and recreation spheres. They saw a lot of room for improvement in parking, traffic, and transportation at the base of Snow King. ***The group agreed on the need for a new parking, traffic, and use study for the area to assess the problems, identify the sources and patterns behind the problems, and recommend creative solutions. The group further agreed that the study should be jointly funded and implemented by Snow King, SKRMA, and the Town.*** The group acknowledged that they are not traffic engineers or otherwise experts in the field, but they also had strong preferences for alleviating parking challenges in the area and ensuring that Snow King and SKRMA invest in solutions along with the Town. Some members of the group felt strongly that the parking improvements on main streets and arterials should not have the effect of pushing parking and traffic onto side streets and into neighborhoods adjacent to Snow King and SKRMA properties. The Stakeholder Group discussed a variety of options for ways to address parking and improve the flow of traffic, but did not agree on the best strategies. The parking and traffic improvements options that gained the most traction in the group are captured in the accompanying scenario summary table.

A Discussion of Finances

Most members of the stakeholder group expressed support for maintaining the viability of Snow King into the future, although they expressed different understandings and visions for what that meant, what would be needed to accomplish it, and what the Town's role in it should be. Early on, Snow King requested that the group not delve into the financial details of the resort, suggesting that it would not be the best use of the group's limited meeting time to try to understand, debate, or seek agreement on the financial status or revenue needs for Snow King. Some members continued to believe that knowing the needs of Snow King and the relative cost and revenue projections for different elements being considered for future development would help the group make informed choices for a vision. Others stated that this line of discussion held more opportunity for disagreement and debate than it did for visioning and creative thinking. In the end, the group invested their time in visions rather than finances. However, they did discuss more broadly the need for SKRMA to contribute financially to the community benefit and recreational operations at Snow King. This was very important to some stakeholders and is reflected in the scenario table under "SKRMA commitments."

Balancing Hard Issues

Among the more challenging isuses that the group addressed were boundary expansion, road development, and zipline. Snow King representatives had previously and in stakeholder meetings expressed the importance of these topics to the future financial viability of the ski mountain. Community members expressed a variety of perspectives on these issues in their identification of interests and in their vision packages. Members of the Stakeholder Group also expressed different opinions on each, often with different understandings or calculations of the tradeoffs and gains for the community.

HARD ISSUES TO BALANCE

✓ ***Boundary expansion:***
- Whether to do it, how much to do it, where to do it (face of the mountain, summit)
- Concerns about environmental impacts
- Benefits for the community in terms of expanded ski terrain
- Other benefits for the community?

✓ ***Road development:***
- Potential improvements in safety, operations, and summit access
- Concerns about grade of new road, visual impacts, and environmental impacts
- Benefits for the community in terms of potential new ski terrain between switchbacks
- Other benefits for the community?

✓ ***Zipline:***
- Whether to have one
- Where to put one if there is one
- Concerns about visual impacts and impacts to the experience on the mountain and to surrounding neighbors and the cemetery
- Benefits to the community?

The group explored several ideas and options related to gains for Snow King and for the community but did not agree on or converge on a particular outcome. Some of the options considered are listed below. These are ideas discussed and considered by the whole group, but not necessarily supported by individual members of the group. The summary scenario table demonstrates different ways that these elements could be combined with other ideas to create unique packages of benefits for Snow King and the community.

- Boundary expansion at the summit *could* make sense if it included an expansion of the ski terrain to create new beginner skiing opportunities in a sunnier, warmer area
- Minimal boundary expansion on the face of the mountain *could* make sense if it allowed for development of a new road to improve safety and summit access
- A new road to improve safety and access *could* make sense if skiing is allowed between the switchbacks
- *If* a zipline is going to be built, it *could* fit better with the surrounding community *if* it was located next to the Rafferty Lift and *if* use was managed to respect visitors to the cemetery. Alternatively, *if* a zipline is going to be built, it *could* fit better with the surrounding community *if* it was located adjacent to the gondola, which *could* reduce visual impacts and alleviate concerns about the cemetery.

However, there were several concerns that consistently emerged that the Stakeholder Group was unable to resolve with regard to these options. These issues are listed below. Some of the issues could be informed and/or resolved through the National Environmental Policy Act (NEPA) analysis that the US Forest Service will conduct as part of a Snow King application process. Others are matters of preference or perspective and are therefore more difficult to resolve.

- The potential impacts of expanding the ski area boundary and/or building a new road on elk habitat, migration corridors, and other natural resource values on the mountain
- The engineering challenge of constructing a new road on the front of the mountain on one hand, and addressing safety and operational concerns related to accessing resort infrastructure and the summit on the other hand
- The change in the experience on the mountain and in the surrounding neighborhoods with the addition of a zipline, particularly related to noise and potential loss of a low-key atmosphere
- The potential visual impacts from a new road and/or a zipline
- The ability or lack of ability to minimize or mitigate these potential impacts
- What the appropriate package of community benefits should be in exchange for boundary expansion and/or new road development and/or a zipline

Scenario Packages and Areas of Divergence

The Stakeholder Group talked at great length about how best to balance gains and opportunities for Snow King with gains and opportunities for the community. Maintaining community character and protecting environmental and natural resource values were important variables in the equation. While there are many areas of agreement among the stakeholders that are reflected in the pages above and in common language in different boxes in the scenario summary table, different members of the group weighed those elements differently against other gains and opportunities for the community. For this reason, the Stakeholder Group encourages Town Council and Snow King to look at each scenario as a complete package without "cherry picking" the common elements and removing them from the context of the scenario packages. ***While there is general stakeholder convergence around many scenario elements, there remains divergence among the stakeholders about important aspects of the future of Snow King, including whether to have a zipline and where to put it if there is one, whether to develop a new road and where to put it if there is one, and whether, where, how much to expand the Snow King boundary. The convergence in many cases is based on compromises made in other topic areas, some of which may not be obvious to those who were not a part of the discussion. The group hopes that future negotiations, analyses, and permitting processes among and between Snow King, SRKMA, the Town, and the US Forest Service yield a balance of outcomes that allow for the continued viability of Snow King while providing community benefits and maintaining the feel of the community that makes Jackson such a desirable place to call home.***

Snow King Vision Stakeholder Group
Final Vision Scenarios - May 17, 2018

WHAT'S IN THE TABLE

The following table summarizes four scenarios that the Stakeholder Group agreed represent a reasonable range of alternative visions for the future of Snow King. Each scenario should be viewed as a complete package, as each balances the interests in a unique and carefully thought-out way. Some elements discussed in the table are marked with an asterisk (*). The asterisk indicates that the same language for that element occurs in each of the four scenarios. However, this does not necessarily mean that members of the Stakeholder Group support that language or that element no matter what; each scenario includes other components to balance these elements differently. The Stakeholder Group encourages Council and the community not to infer that there is universal agreement about the elements with the asterisks and to review those elements in the broader context of each scenario as a stand-alone package of carefully considered trade-offs.

Note: The Stakeholder Group seriously and carefully considered the interests and vision packages that emerged from the two community meetings. The Stakeholder Group integrated the community's perspectives into their own deeper dive into potential futures that address all the identified interests and considerations. Early in their work together, the Stakeholder Group converged around a vision for the base of the mountain that fundamentally rethinks the base in a way that maximizes the community benefits and meets the greatest number of interests to the largest degree. The Stakeholder Group encourages Council and the community to view the vision for the base and the accompanying scenarios not through a lens of a particular interest, but through a lens of what will be best for the whole community in the long-term. Please read the accompanying summary report to learn about the Stakeholder Group's vision for the base and other elements and ideas that the group considered.

This summary document was prepared by Heather Bergman of Peak Facilitation Group and Tyler Sinclair, Director of Planning for the Town of Jackson. Due to the urgency of getting information to Council, the Stakeholder Group did not have time for a thorough, in-person review of this table as a group. Individuals suggested clarifications and edits in response to an emailed draft document; Heather and Tyler incorporated those to the best of their ability, working to remain consistent with the notes from the meeting. Any errors in this document should be attributed to the writing team, not to the stakeholders.

ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
Gondola Landing	Gondola landing on Town of Jackson property	Gondola landing on Town of Jackson property	Gondola landing on Town of Jackson property	Gondola landing on Town of Jackson property *Note: The group briefly discussed the concept of a land exchange or purchase such that Town owns all or a portion of KM6 for community purposes and Snow King owns a portion of current ball field to land gondola and other amenties. Some members of the group indicated that they do not believe the idea is viable;*

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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
				others indicated that they would need more information and/or discussion before forming an opinion.
Ice Rink*	Expand ice rink to the east to allow an additional sheet of ice and other options in the current area	Expand ice rink to the east to allow an additional sheet of ice and other options in the current area	Expand ice rink to the east to allow an additional sheet of ice and other options in the current area	Expand ice rink to the east to allow an additional sheet of ice and other options in the current area
Community Mountain Sports Center*	Community mountain sports center included as part of the Snow King Center ice rink, dependent upon ice rink expansion options	Community mountain sports center included as part of the Snow King Center ice rink, dependent upon ice rink expansion options	Community mountain sports center included as part of the Snow King Center ice rink, dependent upon ice rink expansion options	Community mountain sports center included as part of the Snow King Center ice rink dependent upon ice rink expansion options

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Snow King Vision Stakeholder Group
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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
Parking	• Phil Baux Park should not to be used for surface parking • Move parking from Phil Baux Park to other Snow King property • Reconfigure and expand current Town-owned upper and lower parking lots at ice rink to increase number of spaces and build additional cantilevered parking at ice rink to create additional parking spaces • Consider parking at KM6—surface or underground, depending on development • Town of Jackson property to be used for drop-offs and turnaround with minimal parking for events • Bike lanes on Snow King Avenue • A parking and traffic study should be undertaken collaboratively by Snow King Resort Management Association (SKRMA) and the Town of Jackson to support a new Transportation Demand Management Plan.	• Phil Baux Park should not to be used for surface parking • Recoup lost parking at Phil Baux Park through: o Develop easiest surface parking options in the near term o Reconfigure and expand current Town-owned upper and lower parking lots at ice rink to increase number of spaces o Create more on-street parking on South Cache and Snow King Ave. o Consider angled parking on Snow King Ave. on north side with road widening to accommodate bike lanes • Town of Jackson property to be used for drop-offs and turnaround with minimal parking for events • Bike lanes on Snow King Avenue • A parking and traffic study should be undertaken collaboratively by Snow King Resort Management Association (SKRMA) and the Town of Jackson to support a new Transportation Demand Management Plan.	• Phil Baux Park should not to be used for surface parking • Recoup lost parking at Phil Baux Park through: o Develop easiest surface parking options in the near term o Reconfigure and expand current Town-owned upper and lower parking lots at ice rink to increase number of spaces o Create more on-street parking on South Cache and Snow King Ave. o Consider angled parking on Snow King Ave. on north side with road widening to accommodate bike lanes • Consider surface or underground, depending on development • Town of Jackson property to be used for drop-offs and turnaround with minimal parking for events • Bike lanes on Snow King Avenue • A parking and traffic study should be undertaken collaboratively by Snow King Resort Management Association (SKRMA) and the Town of Jackson to support a new Transportation Demand Management Plan.	• Phil Baux Park should not to be used for surface parking • Recoup lost parking at Phil Baux Park through: o Develop easiest surface parking options in the near term o Reconfigure and expand current Town-owned upper and lower parking lots at ice rink to increase number of spaces o Create more on-street parking on South Cache and Snow King Ave. o Consider angled parking on Snow King Ave. on north side with road widening to accommodate bike lanes • Consider surface or underground, depending on development • Town of Jackson property to be used for drop-offs and turnaround with minimal parking for events • Bike lanes on Snow King Avenue • A parking and traffic study should be undertaken collaboratively by Snow King Resort Management Association (SKRMA) and the Town of Jackson to support a new Transportation Demand Management Plan.

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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
Zip Line	No zip line *Note: A zip line could be incorporated into this scenario: a) if it was accompanied by additional community benefit provided by Snow King, and b) only if the zip line was put adjacent to the Rafferty lift.*	No zip line	Zip line on west side of mountain (West Portal), activity recommended to be built adjacent (on east side) of Gondola.	Zip line on east side of the mountain adjacent to the Rafferty Lift.
Boundary Expansion/Road	Expand boundary to encompass new road as proposed by Snow King Mountain but without the additional terrain proposed on the front side; this <u>does</u> allow for skiing between switchbacks.	Expand boundary to encompass new road as proposed by Snow King Mountain but without the additional terrain proposed on the front side; <u>do not</u> allow for skiing between switchbacks.	Expand boundary to encompass new road as proposed by Snow King Mountain but without the additional terrain proposed on the front side; this <u>does</u> allow for skiing between switchbacks.	No boundary expansion; new road within exising boundary, for summer operations and safety purposes, could still be used for downhill skiing in the winter. *Note: Consider which needs could be met by a road on the backside to inform and potentially limit size and impact of road on front side of mountain.*
Summit Multi-use Building*	Multi-use building that is welcoming to both visitors and locals • Green development • Space for community activities • Allow for community use even when events are going on • Appropriate size to accommodate needs without being too big; maximize flexibility of space while minimizing footprint • No mid-mountain lodge as previously considered in the	Multi-use building that is welcoming to both visitors and locals • Green development • Space for community activities • Allow for community use even when events are going on • Appropriate size to accommodate needs without being too big; maximize flexibility of space while minimizing footprint • No mid-mountain lodge as previously considered in the	Multi-use building that is welcoming to both visitors and locals • Green development • Space for community activities • Allow for community use even when events are going on • Appropriate size to accommodate needs without being too big; maximize flexibility of space while minimizing footprint • No mid-mountain lodge as previously considered in the	Multi-use building that is welcoming to both visitors and locals • Green development • Space for community activities • Allow for community use even when events are going on • Appropriate size to accommodate needs without being too big; maximize flexibility of space while minimizing footprint • No mid-mountain lodge as previously considered in the

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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	MDP if there is a building at the summit • Restaurant should be welcoming for all patrons • Picnic tables • Summit Park • Weather forecasting station • Telescope and planetarium	MDP if there is a building at the summit • Restaurant should be welcoming for all patrons • Picnic tables • Summit Park • Weather forecasting station • Telescope and planetarium	MDP if there is a building at the summit • Restaurant should be welcoming for all patrons • Picnic tables • Summit Park • Weather forecasting station • Telescope and planetarium	MDP if there is a building at the summit • Restaurant should be welcoming for all patrons • Picnic tables • Summit Park • Weather forecasting station • Telescope and planetarium
Summit	West Summit minimal expansion to allow beginner skiing (magic carpet, facilities)	No expansion allowed	West Summit minimal expansion to allow beginner skiing (magic carpet, facilities)	No expansion allowed
Back Side of the Mountain	No change in boundary, as proposed by Snow King Mountain including a new lift and bike and ski terrain within existing permit boundary, with consideration for wildlife migration and habitat; includes bike park as proposed by Snow King Mountain; plus yurts (to be accessible to community as a community benefit)	No change in boundary with limited development for human-powered activities and yurts (to be accessible to community as a community benefit)	No change in boundary, as proposed by Snow King Mountain including a new lift and bike and ski terrain within existing permit boundary, with consideration for wildlife migration and habitat; includes bike park as proposed by Snow King Mountain; plus yurts (to be accessible to community as a community benefit)	No change in boundary, as proposed by Snow King Mountain including a new lift and bike and ski terrain within existing permit boundary, with consideration for wildlife migration and habitat; includes bike park as proposed by Snow King Mountain; plus yurts (to be accessible to community as a community benefit) Maintain option for road on the back side of the mountain
Front of Mountain Trails*	• Staircase Trail to be realigned/reinforced • Hiking Trail to be realigned to get pedestrians away from the road and construction traffic; allow for summer and winter use • Summit Trail needs to be more obvious and have better wayfinding • Two biking zones from the Snow King Mountain	• Staircase Trail to be realigned/reinforced • Hiking Trail to be realigned to get pedestrians away from the road and construction traffic; allow for summer and winter use • Summit Trail needs to be more obvious and have better wayfinding • Two biking zones from the Snow King Mountain	• Staircase Trail to be realigned/reinforced • Hiking Trail to be realigned to get pedestrians away from the road and construction traffic; allow for summer and winter use • Summit Trail needs to be more obvious and have better wayfinding • Two biking zones from the Snow King Mountain	• Staircase Trail to be realigned/reinforced • Hiking Trail to be realigned to get pedestrians away from the road and construction traffic; allow for summer and winter use • Summit Trail needs to be more obvious and have better wayfinding • Two biking zones from the Snow King Mountain

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Snow King Vision Stakeholder Group
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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	proposal to be included; start at mid-station of Rafferty lift, have one crossing point only • If the road is shared with the Sink or Swim trail, then reroute trail to maintain single-track experience • Maintain and enhance connections to surrounding neighborhoods and area trails • Add bike lane on Snow King Avenue to the resort • Collaborate with Town, County, community groups, and others for trail building	proposal to be included; start at mid-station of Rafferty lift, have one crossing point only • If the road is shared with the Sink or Swim trail, then reroute trail to maintain single-track experience • Maintain and enhance connections to surrounding neighborhoods and area trails • Add bike lane on Snow King Avenue to the resort • Collaborate with Town, County, community groups, and others for trail building	proposal to be included; start at mid-station of Rafferty lift, have one crossing point only • If the road is shared with the Sink or Swim trail, then reroute trail to maintain single-track experience • Maintain and enhance connections to surrounding neighborhoods and area trails • Add bike lane on Snow King Avenue to the resort • Collaborate with Town, County, community groups, and others for trail building	proposal to be included; start at mid-station of Rafferty lift, have one crossing point only • If the road is shared with the Sink or Swim trail, then reroute trail to maintain single-track experience • Maintain and enhance connections to surrounding neighborhoods and area trails • Add bike lane on Snow King Avenue to the resort • Collaborate with Town, County, community groups, and others for trail building
Uphill Access/Travel in Winter	**Charge for uphill access/travel in winter*** • Advance purchase discount option • Season pass option • Daily pass option	**Charge for uphill access/travel in winter*** • Advance purchase discount option • Season pass option • Daily pass option	**Charge for uphill access/travel in winter*** • Advance purchase discount option • Season pass option • Daily pass option	**Charge for uphill access/travel in winter*** • Advance purchase discount option • Season pass option • Daily pass option Enhance beginner terrain within the existing boundary, including from the mid-station of the Rafferty Lift, above the cemetery and on the back side of the summit within the current boundary.
East Portal	**East Portal to serve primarily as commercial, lodging, and retail*** • Resort entry, gateway to "resort activities," summer focus	**East Portal to serve primarily as commercial, lodging, and retail*** • Resort entry, gateway to "resort activities," summer focus	**East Portal to serve primarily as commercial, lodging, and retail*** • Resort entry, gateway to "resort activities," summer focus	**East Portal to serve primarily as commercial, lodging, and retail*** • Resort entry, gateway to "resort activities," summer focus

* Indicates that the exact same language is present in each scenario. However, this does not necessarily mean that members of the Stakeholder Group support that language or that element no matter what; each scenario includes other components to balance these elements differently.

Snow King Vision Stakeholder Group
Final Vision Scenarios - May 17, 2018

ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	• Welcoming, accessible area • More intense use expected in this area • Important for winter/skiing aspect as well as summer activities	• Welcoming, accessible area • More intense use expected in this area • Important for winter/skiing aspect as well as summer activities	• Welcoming, accessible area • More intense use expected in this area • Important for winter/skiing aspect as well as summer activities	• Welcoming, accessible area • More intense use expected in this area • Important for winter/skiing aspect as well as summer activities • Emphasize portal for beginner skiers and ski school.
Lots 53, 57, and 58	**All three lots to be used for employee housing and lodging** • Place building envelope locations to maintain experience on ski hill • Maintain/create welcoming feel • Locate building envelopes to minimize impacts on adjacent property owners • Apply housing requirements (see housing section below)	**All three lots to be used for employee housing and lodging** • Place building envelope locations to maintain experience on ski hill • Maintain/create welcoming feel • Locate building envelopes to minimize impacts on adjacent property owners • Apply housing requirements (see housing section below); housing requirement to be met on-site	**All three lots to be used for employee housing and lodging** • Place building envelope locations to maintain experience on ski hill • Maintain/create welcoming feel • Locate building envelopes to minimize impacts on adjacent property owners • Apply housing requirements (see housing section below)	**All three lots to be used for employee housing and lodging** • Place building envelope locations to maintain experience on ski hill • Maintain/create welcoming feel • Locate building envelopes to minimize impacts on adjacent property owners • Apply housing requirements (see housing section below)
Housing	Town of Jackson and SKRMA negotiate new requirements; new agreement should provide parity with requirements in Land Development Regulations (LDRs) as much as possible address seasonal and full employees Ensure that housing requirements are based on usage and number of employees, not only square	Town of Jackson and SKRMA negotiate new requirements; new agreement should provide parity with requirements in Land Development Regulations (LDRs) as much as possible address seasonal and full employees	Town of Jackson and SKRMA negotiate new requirements; new agreement should provide parity with requirements in Land Development Regulations (LDRs) as much as possible address seasonal and full employees	Town of Jackson and SKRMA negotiate new requirements; new agreement should provide parity with requirements in Land Development Regulations (LDRs) as much as possible address seasonal and full employees

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Snow King Vision Stakeholder Group
Final Vision Scenarios - May 17, 2018

ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	footage			
Snow King Mountain Commitments*	• Maintain clear and negotiated hours of lift operations (current hours desired but acknowledgment that needs may change in the future) • Develop procedural agreement with Town of Jackson regarding how/when to allow closures for conditions (summit and ski hill) • Ensure / negotiate affordable rates for locals with Town of Jackson (Details TBD; different definitions of "affordable" and "local" make it tricky.) • Maintain access for current user groups	• Maintain clear and negotiated hours of lift operations (current hours desired but acknowledgment that needs may change in the future) • Develop procedural agreement with Town of Jackson regarding how/when to allow closures for conditions (summit and ski hill) • Ensure / negotiate affordable rates for locals with Town of Jackson (Details TBD; different definitions of "affordable" and "local" make it tricky.) • Maintain access for current user groups	• Maintain clear and negotiated hours of lift operations (current hours desired but acknowledgment that needs may change in the future) • Develop procedural agreement with Town of Jackson regarding how/when to allow closures for conditions (summit and ski hill) • Ensure / negotiate affordable rates for locals with Town of Jackson (Details TBD; different definitions of "affordable" and "local" make it tricky.) • Maintain access for current user groups	• Maintain clear and negotiated hours of lift operations (current hours desired but acknowledgment that needs may change in the future) • Develop procedural agreement with Town of Jackson regarding how/when to allow closures for conditions (summit and ski hill) • Ensure / negotiate affordable rates for locals with Town of Jackson (Details TBD; different definitions of "affordable" and "local" make it tricky.) • Maintain access for current user groups
SKRMA Commitments*	• Ensure SKRMA is a functioning entity as described in the year 2000 Resort Master Plan agreement, which is the current agreement with TOJ. • Present the SKRMA "entity structure" to the TOJ council to agree on "mutual" compliance. • Clearly define SKRMA's responsibilities and members to avoid future "open to interpretation" issues • Develop an agreement on commitments that functions	• Ensure SKRMA is a functioning entity as described in the year 2000 Resort Master Plan agreement, which is the current agreement with TOJ. • Present the SKRMA "entity structure" to the TOJ council to agree on "mutual" compliance. • Clearly define SKRMA's responsibilities and members to avoid future "open to interpretation" issues • Develop an agreement on commitments that functions	• Ensure SKRMA is a functioning entity as described in the year 200 Resort Master Plan agreement, which is the current agreement with TOJ. • Present the SKRMA "entity structure" to the TOJ council to agree on "mutual" compliance. • Clearly define SKRMA's responsibilities and members to avoid future "open to interpretation" issues • Develop an agreement on commitments that functions	• Ensure SKRMA is a functioning entity as described in the year 2000 Resort Master Plan agreement, which is the current agreement with TOJ. • Present the SKRMA "entity structure" to the TOJ council to agree on "mutual" compliance. • Clearly define SKRMA's responsibilities and members to avoid future "open to interpretation" issues • Develop an agreement on commitments that functions

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Snow King Vision Stakeholder Group
Final Vision Scenarios - May 17, 2018

ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	in perpetuity that is transferable to any/all new owners • Clarify and separate where appropriate SKRMA commitments from Snow King Mountain commitments • Clarify where the SKRMA and Snow King Mountain commitments overlap and are connected. • Require a financial commitment from all SKRMA members consistent with the current SKRMA/TOJ agreement. • Ensure adequate parking; develop transportation demand management (TDM) plan • Clarify maintenance expectations and requirements, including snow removal • Contribute some percentage of fees/dues to support recreation (community center, ice rink, grant funding, etc.) • Re-visit and confirm funding requirements per the 2000 Resort Master Plan with TOJ. (Or propose a new mechanism to TOJ.)	in perpetuity that is transferable to any/all new owners • Clarify and separate where appropriate SKRMA commitments from Snow King Mountain commitments • Clarify where the SKRMA and Snow King Mountain commitments overlap and are connected. • Require a financial commitment from all SKRMA members consistent with the current SKRMA/TOJ agreement. • Ensure adequate parking; develop transportation demand management (TDM) plan • Clarify maintenance expectations and requirements, including snow removal • Contribute some percentage of fees/dues to support recreation (community center, ice rink, grant funding, etc.) • Re-visit and confirm funding requirements per the 2000 Resort Master Plan with TOJ. (Or propose a new mechanism to TOJ.)	in perpetuity that is transferable to any/all new owners • Clarify and separate where appropriate SKRMA commitments from Snow King Mountain commitments • Clarify where the SKRMA and Snow King Mountain commitments overlap and are connected. • Require a financial commitment from all SKRMA members consistent with the current SKRMA/TOJ agreement. • Ensure adequate parking; develop transportation demand management (TDM) plan • Clarify maintenance expectations and requirements, including snow removal • Contribute some percentage of fees/dues to support recreation (community center, ice rink, grant funding, etc.) • Re-visit and confirm funding requirements per the 2000 Resort Master Plan with TOJ. (Or propose a new mechanism to TOJ.)	in perpetuity that is transferable to any/all new owners • Clarify and separate where appropriate SKRMA commitments from Snow King Mountain commitments • Clarify where the SKRMA and Snow King Mountain commitments overlap and are connected. • Require a financial commitment from all SKRMA members consistent with the current SKRMA/TOJ agreement. • Ensure adequate parking; develop transportation demand management (TDM) plan • Clarify maintenance expectations and requirements, including snow removal • Contribute some percentage of fees/dues to support recreation (community center, ice rink, grant funding, etc.) • Re-visit and confirm funding requirements per the 2000 Resort Master Plan with TOJ. (Or propose a new mechanism to TOJ.)
Town of Jackson Commitments*	**Leases** • Clean up/renegotiate/consolidate	**Leases** • Clean up/renegotiate/consolidate	**Leases** • Clean up/renegotiate/consolidate	**Leases** • Clean up/renegotiate/consolidate

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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	existing leases to reflect new uses and improvements that emerge from this process • Write new lease for Gondola landing and SKM 1 land usage with Town of Jackson • Includes ice center, ski lodge, and any new things that emerge from this process **Parking** • Update the current travel demand management (TDM) plan and parking strategy in collaboration with SKRMA for private and public land **Parks** • Maintain parks and other Town-owned amenities in the area. • Collaborate with SKRMA to ensure maintenance and integrated access to park, ice rink, and associated amenities • Coordinate with SKRMA on programming and events **Housing** • Explore options for investing public funding in employee housing for Town of Jackson staff in conjunction/ partnership with requirements for employee housing for SKRMA **Review** • Ensure timely and efficient review of all plans, proposals,	existing leases to reflect new uses and improvements that emerge from this process • Write new lease for Gondola landing and SKM 1 land usage with Town of Jackson • Includes ice center, ski lodge, and any new things that emerge from this process **Parking** • Update the current travel demand management (TDM) plan and parking strategy in collaboration with SKRMA for private and public land **Parks** • Maintain parks and other Town-owned amenities in the area. • Collaborate with SKRMA to ensure maintenance and integrated access to park, ice rink, and associated amenities • Coordinate with SKRMA on programming and events **Housing** • Explore options for investing public funding in employee housing for Town of Jackson staff in conjunction/ partnership with requirements for employee housing for SKRMA **Review** • Ensure timely and efficient review of all plans, proposals,	existing leases to reflect new uses and improvements that emerge from this process • Write new lease for Gondola landing and SKM 1 land usage with Town of Jackson • Includes ice center, ski lodge, and any new things that emerge from this process **Parking** • Update the current travel demand management (TDM) plan and parking strategy in collaboration with SKRMA for private and public land **Parks** • Maintain parks and other Town-owned amenities in the area. • Collaborate with SKRMA to ensure maintenance and integrated access to park, ice rink, and associated amenities • Coordinate with SKRMA on programming and events **Housing** • Explore options for investing public funding in employee housing for Town of Jackson staff in conjunction/ partnership with requirements for employee housing for SKRMA **Review** • Ensure timely and efficient review of all plans,	existing leases to reflect new uses and improvements that emerge from this process • Write new lease for Gondola landing and SKM 1 land usage with Town of Jackson • Includes ice center, ski lodge, and any new things that emerge from this process **Parking** • Update the current travel demand management (TDM) plan and parking strategy in collaboration with SKRMA for private and public land **Parks** • Maintain parks and other Town-owned amenities in the area. • Collaborate with SKRMA to ensure maintenance and integrated access to park, ice rink, and associated amenities • Coordinate with SKRMA on programming and events **Housing** • Explore options for investing public funding in employee housing for Town of Jackson staff in conjunction/ partnership with requirements for employee housing for SKRMA **Review** • Ensure timely and efficient review of all plans, proposals,

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ELEMENTS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D
	and permits related to SKRMA and Snow King	and permits related to SKRMA and Snow King	proposals, and permits related to SKRMA and Snow King	and permits related to SKRMA and Snow King

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TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING DEPARTMENT
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTERS: BRENDAN CONBOY

SUBJECT: **(P18-046)** A REQUEST FOR WAIVER OF REVIEW FEES ASSOCIATED WITH A REQUEST FOR A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

STATEMENT/PURPOSE

The applicant has requested a fee waiver on behalf of Central Wyoming College, a governmental educational entity, for the development review fees associated with an application for Sketch Plan/Conditional Use Permit/Zoning Map Amendment for a new educational center for Central Wyoming College. The applicant has submitted this request pursuant to Ordinance 939 of the Town of Jackson and Municipal Code section 15.04.090.

The requested fee waiver would apply to a property located at 235 and 255 Veronica Lane.

BACKGROUND

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

1. *A project that is sponsored by a governmental entity or a project that receives public funding.*

2. *A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.*

Should Town Council make the determination that this proposal advances significant community goals as described above, a motion has been provided below for the waiver of the fees.

The applicant has proposed to develop a two-story, 17,358 square foot building to house Central Wyoming College's Jackson Outreach Center for which a Zoning Map Amendment, Sketch Plan, and Conditional Use Permit have been applied for (P18-047, 48, & 49).

ATTACHMENT

Fee waiver request from applicant

FISCAL IMPACT

The approval of a fee waiver for this development review would result in the Town not receiving $4,500 ($2,500 Sketch Plan; $500 Conditional Use Permit; $1,500 Zoning Map Amendment).

STAFF IMPACT

None identified.

LEGAL REVIEW

Not Applicable.

RECOMMENDATION

No recommendation has been provided by the Planning Director given the nature of this request. Please note that the Council has the option to reduce, defer, or waive such application fees if desired.

SUGGESTED MOTION

I move to **approve** Item P18-046, a request to waive the $4,500 fee for Brendan Schulte/Jorgensen Associates for the development review fees associated with an application for Sketch Plan/Conditional Use Permit/Zoning Map Amendment to develop the Central Wyoming College Jackson Outreach Center per Ordinance 939.

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Central Wyoming College

Physical Address: 235 & 255 Veronica Lane

Lot, Subdivision: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION PIDN: 22-41-32-4-29-003 & 22-42-16-32-4-29-006

OWNER.

Name: Central Wyoming College Phone:

Mailing Address: 2660 Peck Ave, Riverton, WY ZIP: 82501

E-mail:

APPLICANT/AGENT.

Name: Jorgensen Associates, P.C. Phone: 307-733-5150

Mailing Address: P.O. Box 9550 ZIP: 83002

E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

_____Owner X_____Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Physical Development

_____Sketch Plan

_____Development Plan

Interpretations

Fee waiver

X_____~~Formal Interpretation~~

_____Zoning Compliance Verification

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Development Option/Subdivision

_____Development Option Plan

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P17-134 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: February 15, 2018

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.*

Have you attached the following?

NA **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

NA **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

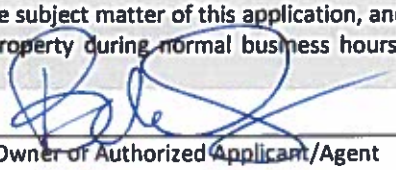
FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent — Date: February 16, 2018

Brendan Schulte — Name Printed

Senior Planner — Title

3

RELEASED
INDEXED
ABSTRACTED
SCANNED

WARRANTY DEED

Minichristel II LLC, a Wyoming limited liability company, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, as an Internal Revenue Code Section 1031 tax deferred exchange, CONVEYS AND WARRANTS unto **Fremont County Community College dba Central Wyoming College**, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

> **Lot 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 822 recorded in the Office of the Teton County Clerk on October 7, 1994,**
>
> including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and all furnishings and appliances therein, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, rights-of-way, easements and other encumbrances of sight or record.
>
> *Parcel Identification No. 22-41-16-32-4-29-006,*

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the 29th day of June, 2017.

Minichristel II LLC
A Wyoming limited liability company

By: _____
John Michael Cottingham, Manager

By: Helen M. Cottingham
Helen M. Cottingham, Manager

First American Title Insurance Company

GRANTOR: MINICHRISTEL II LLC
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE DBA
Doc 0931170 Filed At 14:16 ON 07/05/17
Sherry L Daigle Teton County Clerk fees: 15.00
By Mary D Antrobus Deputy

WARRANTY DEED

First American Title Insurance Company

Scott Kirkpatrick and Carrie F. Kirkpatrick, husband and wife, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantors, CONVEY and WARRANT to Fremont County Community College District dba Central Wyoming College, GRANTEE, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 3 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming according to that plat filed in the office of the Teton County Clerk on October 7, 1994 as Plat No. 822.

PIN: 22-41-16-32-4-29-003

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS our hands this 5 day of July, 2017.

Scott Kirkpatrick

Carrie F. Kirkpatrick

STATE OF Wyoming)
)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 5th day of July, 2017 by Scott Kirkpatrick and Carrie F. Kirkpatrick.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

JEREMY J. GOSINSKI - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires October 30, 2018

GRANTOR KIRKPATRICK SCOTT ET UX
GRANTEE FREMONT COUNTY COMMUNITY COLLEGE*
Doc 0931149 Filed At 12:15 ON 07/05/17
Sherry L Daigle Teton County Clerk fees 12.00
By Mary D Antrobus Deputy

RELEASED
INDEXED
ABSTRACTED
SCANNED

LETTER OF AUTHORIZATION

CENTRAL WYOMING COLLEGE DISTRICT ,"Owner" whose address is: 2660 PECK AVENUE RIVERTON, WYOMING 82501

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

CENTRAL WYOMING COLLEGE DISTRICT , as the owner of property more specifically legally described as: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C. 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:

Dennis Egge

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: State of Wyoming, Construction Management Dept. CWC assigned Project Manager

(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 _____, 200__.

WITNESS my hand and official seal.

(Seal)

_____

(Notary Public)

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 29 day of June, 2017 before me personally came **John Michael Cottingham** and **Helen M. Cottingham,** to me known, who, being by me duly sworn, did depose and say that they are the Managers of **Minichristel II LLC**, a Wyoming limited liability company described in the foregoing instrument and who executed the foregoing instrument, and that they signed their names thereto on behalf of said Company, and acknowledged that this instrument is duly executed as the free act and deed of said Company.

WITNESS my hand and official seal.

JEREMY J. GOSINSKI - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires October 30, 2018

Notary Public

(Seal)
My commission expires:

[redacted]

JORGENSEN
It's About People, Trust and Know How

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

February 16, 2018

Mr. Paul Anthony
Town of Jackson Planning Dept.
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

-Hand Delivered-

RE: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications for Central Wyoming College - Jackson Center

Dear Paul,

Enclosed you will find the necessary materials for a Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications and for an educational building that we are submitting on behalf of Central Wyoming College. The property is located at 255 & 235 Veronica Lane in Jackson, Wyoming and is owned by the applicant, Freemont County Community College District D.B.A. Central Wyoming College, a governmental entity in the State of Wyoming.

Included with this transmittal you will find the following:

- Fee Waiver Request
- Sketch Plan Application (SKC);
- Zoning Map Amendment (ZMA);
- Conditional Use Permit (CUP);
- A Jorgensen Associates Check No. 45420 for $4,500 for:
    - Sketch Plan - $2,500
    - Zoning Map Amendment - $1,500
    - Conditional Use Permit - $500

Please contact me with any questions or comments.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

JORGENSEN
It's About People, Trust and Know How

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PH: 307.733.5150
|www.jorgeng.com

February 16, 2018

Mr. Paul Anthony
Town of Jackson Planning Dept.
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

-Hand Delivered-

RE: Fee Waiver Request for Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications for Central Wyoming College - Jackson Center

Dear Paul,

Enclosed you will find the necessary findings for a Fee Waiver Request for a Sketch Plan, a Zoning Map Amendment, and a Conditional Use Permit for Central Wyoming College - Jackson Center (CWC-Jackson). The property is located at 255 & 235 Veronica Lane in Jackson, Wyoming and is owned by the applicant, Freemont County Community College District D.B.A. Central Wyoming College, a governmental entity in the State of Wyoming.

According to the Town of Jackson Resolution 15-03, the Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:

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

The CWC-Jackson project is both a governmental entity, and a project that has received public funding via the Special Excise Tax (SPET) in May of 2017 with overwhelming support from the community. The project also provides educational benefits to the community by offering a unique campus in the Town of Jackson for Adult Basic Education, High School Equivalency, and accredited courses in Nursing and Health Sciences, Business and Entrepreneurial Success, Hospitality, and the Culinary Arts. We believe that the CWC-Jackson project advances significant community goals and meets the criteria for granting a Fee Waiver Request.

Please contact me with any questions or comments.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

Jackson, WY · Pinedale, WY · Driggs, ID

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEMS P18-047, 048 & 049:** REQUEST FOR APPROVAL OF A ZONING MAP AMENDMENT, SKETCH PLAN, AND CONDITIONAL USE PERMIT, TO DEVELOP A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

REQUESTED ACTION

The applicant is requesting approval to rezone their property from Commercial Residential-3 (CR-3) to Public/Semi-Public (P/SP) in addition to a Sketch Plan and a Conditional Use Permit in order to construct a two story, 17,358 square foot educational facility for Central Wyoming College (CWC) located at 235 & 255 Veronica Lane.

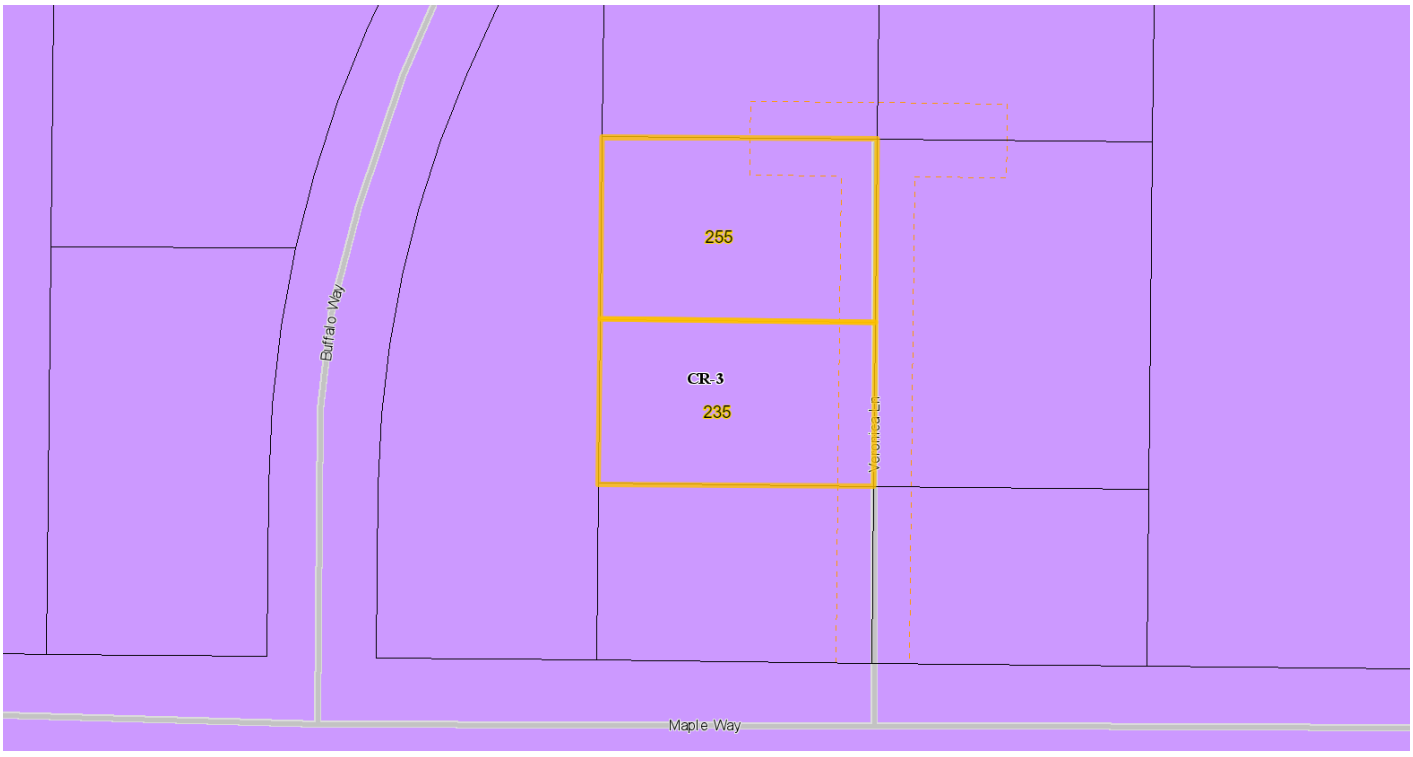
APPLICABLE REGULATIONS

Section 8.7.2 Zoning Map Amendment
Section 8.3.1 Sketch Plan
Section 8.4.2 Conditional Use Permit

LOCATION

The properties are located at 235 & 255 Veronica Lane, legally described as Lots 6 & 3, Stockhouse-Patterson Addition to the Town of Jackson. An aerial photo and zoning map are shown below:

255
235
Buffalo Way
Maple Way
Powderhorn Ln


255
CR-3
235
Buffalo Way
Maple Way

BACKGROUND

Existing Site Characteristics:
The subject site (Lots 3 & 6) are located on a private lane within the Commercial Residential – 3 (CR-3) zoning district and surrounded by CR-3 zoning. The area was recently rezoned in July, 2018, to CR-3 from Auto-Urban Commercial (AC) zoning as part of the Districts 3-6 updates to the Land Development Regulations. The two lots are a combined total 0.65 acres (28,314 sf) in size and are currently vacant. The lots are relatively flat and take their access from Veronica Lane, a 40' wide private common way easement which connects solely to Maple Way.

Project Background and History:

- Central Wyoming College is an accredited two-year college offering Associate Degrees which serves Fremont, Hot Springs, and Teton Counties. In 1976, The CWC Jackson Outreach Center (CWC-Jackson) opened and has continued to grow and change locations over the years. Currently, CWC-Jackson is located in leased space at the Center for the Arts and other auxiliary spaces at the High School and St. John's Medical Facility.

- A roughly defined Complete Neighborhood Master Plan P94-054 was approved for the Stockhouse-Patterson Addition on June 20, 1994, in accordance with the provisions of Section 17.64.060 (Title 17 Subdivisions, Chapter 17.64 Variances) of the Municipal Code, just prior to the adoption of the 1994 LDRs.

- Plat No. 882 was approved on August 15, 1994 which grants setbacks separate from the LDRs and coincident with building envelopes depicted on the plat.

- Previous development approvals/submittals: On October 6th, 2008, Council approved P08-091, a Final Development Plan for a 7,000 sf office building (5,284 sf above grade, .40 FAR) under the standards of the Auto-Urban Commercial Zone located at 235 Veronica Lane. The Development Plan subsequently expired in 2011 to lack of activity. In July of 2015, a pre-application meeting was held with the Town Council at the request of ESW Investments, LLC Fodor Law Firm to consider potential policy and LDR issues related to the development of two apartment buildings on the lots in question. No further applications were submitted.

- In May of 2017 the Jackson community voted on the Special Purpose Excise Tax (SPET) to award Central Wyoming College $3.82 million dollars in order to fund acquisition of land and easements, as well as the planning, design, engineering, construction, equipping, and furnishing of a new CWC-Jackson Center containing classrooms, medical/science labs, offices, and a commercial kitchen. In March, 2018 House Bill 194 signed by Governor Matt Mead appropriated $500,000 from the Legislative Stabilization Reserve Account to the Community College Endowment Challenge Account for use as matching funds for the new CWC-Jackson Center.

- The applicant held a Pre-Application meeting with Planning Department Staff on September 19, 2017.

- The applicant held a neighborhood meeting on February 15, 2018.

- The applicant appeared before the Planning Commission on May 2, 2018, and received unanimous approval.

Project Description:

The applicant is requesting approval of a Zoning Map Amendment to rezone the property from the Commercial Residential - 3 (CR-3) zone to Public/Semi-Public (P/SP) zone, a Sketch Plan, and a Conditional Use Permit for Institutional - Daycare/Education use. The proposed project consists of a single building totaling 17,358 square feet of floor area, or a Floor Area Ratio (FAR) of .61. The proposed building will be two-stories and ranges in height from 25' to a maximum height of 35'. The Science, Nursing, and Culinary Arts programs have seen the most rapid growth and the new Jackson Center aims to provide a centralized location for all of CWC-Jackson's programs with dedicated lab and culinary facilities. Programming space consists of Nursing (29%), Science (12%), Culinary/Hospitality (19%), and Shared Space (42%). The applicant has applied for the following:

- Zoning Map Amendment –The applicant is requesting a rezone in order to gain the flexibility provided by the P/SP zone which cannot be achieved with existing CR-3 zoning. According to the LDRs:

  > *The P/SP zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, which cannot be accommodated in other zoning districts. Land in the P/SP zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities.*

  CWC is a state-created governmental entity.

- Sketch Plan – Required for development greater than 15,000 SF.

- Conditional Use Permit – Institutional uses (Daycare/Education) require a CUP in the P/SP Zone.

The dimensional limitations of the Complete Neighborhood Master Plan/Plat No. 882, existing CR-3 zoning, and requested P/SP zoning are shown below. For the purposes of this application, the applicant need only comply with P/SP zoning provided a rezone is granted:

	Master Plan/ Plat	**CR-3 Allowed/Required**	**P/SP Allowed/ Required**	**CWC Proposal**	**Complies with P/SP?**
Lot Size (min)	Per Plat	7,500 sf	N/A	28,314 sf	Yes
FAR	.25 to .38	.40 (11,326 sf) (2:1 option higher)	N/A	.61 (17,358 sf)	Yes
LSR (min)	.25	.10 (2,831 sf)	N/A	.10 (2,831 sf)	Yes
Plant Units	Per LDRs	1 per 1,000 sf of landscape area + 1 per 12 parking spaces	1 per 8 parking spaces	4 required as proposed	Yes
Height/ Stories	N/A 1-2 stories	42' to 46' 3 Stories (48' and 4 stories w/ workforce housing incentive)	N/A	35' 2 Stories	Yes

	Master Plan/ Plat	CR-3 Allowed/Required	P/SP Allowed/ Required	CWC Proposal	Complies with P/SP?
Parking	Use not specified: TBD by closest approximate use in Municipal Code (Pre-94 LDRs)	Independent Calculation	Independent Calculation	30 spaces	Yes, as conditioned
Front Yard Setback (east)	20' min	0' – 10' (min-max)	N/A	24'	Yes
Rear Yard Setback (west)	15' min	10' min	N/A	42'	Yes
Side Yard Setback (north)	10' min	5' min	N/A	14'	Yes
Side Yard Setback (south)	10' min	5' min	N/A	11'	Yes

The dimensions of existing development in the Stockhouse-Patterson Addition are listed below for comparison to the proposed CWC Jackson Outreach Center:

	235/255 Veronica CWC (Proposed)	275 Veronica Berlin Architects*	270 Veronica Office Building	250 Veronica Hoke & Co.	1115 Maple Way Dental Office	1135 Maple Way Whitechapel
Lot Size	0.65 acres (2 lots) or 28,314 sf	0.34 acres or 14,810 sf	0.34 acres or 14,810 sf	0.65 acres (2 lots) or 28,314 sf	0.33 acres or 14,375 sf	0.33 acres or 14,375 sf
Building Square Feet	17,358 sf (8,679 per lot average)	7,659 sf	4,780 sf	10,472 sf (5,236 per lot average)	5,099 sf	4,528 sf
FAR	.61	.53*	.32	.37	.35	.315
Parking Spaces	30	23	15	30	17	16
Stories	2	3+ (mechanical equipment)	2	2	2	3
Height	35'	42'*	Unknown	33' – 6"	29' – 2 ½"	35'

* Variances from AC zoning granted in 2005 and 2006 for FAR, Parking, and height.

STAFF ANALYSIS

Zoning Map Amendment

According to the LDRs:

> *The purpose of a zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or addresses other health, safety, or welfare issues in the community.*

As described in the Staff Findings section below, land in the P/SP zone and/or facilities operated therein must be under the control of federal, state, or local governments, or other governmental entities. CWC is a state governmental entity that advances the goals of the Comprehensive Plan and therefore the rezone from CR-3 to P/SP is justifiable.

Sketch Plan Review

The Sketch Plan is a written and graphic representation of a development concept. According to the LDRs:

> *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. 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 resource protected by these LDRs.*

Sketch Plan approval permits the submittal of a Development Plan, it does not permit actual physical development. The applicant will be required to address any concerns raised during Sketch Plan approval when they apply for a Development Plan. Staff has identified development related issues which need to be addressed prior to Development Plan submittal which include conditions addressing parking, trash, snow storage, bicycle parking, and sidewalks. These and other issues such as the scale and floor area of the proposed facility are within the purview of the Town Council.

Conditional Use Permit

The applicant has submitted an application for a Conditional Use Permit (CUP) for approval of the proposed educational uses which is required in the P/SP zone, but which is a Basic Use Permit (BUP) in the CR-3 zone. The majority of uses allowed within the P/SP zone require CUPs due to the fact that it provides the Town some degree of oversight of a project where the P/SP zone's standards are so flexible. Staff has added conditions of approval to the CUP regarding class scheduling as it relates to traffic impacts, and parking management requirements to ensure parking does not overflow and impact neighboring properties.

Conformance with the Comprehensive Plan

As stated in the **Staff Findings** section below, staff finds that the proposed project is in conformance with the Comprehensive Plan. The proposed development meets the goals of the Comprehensive Plan related to Community Vision, in particular a "better not bigger" economic philosophy that shifts our economy toward sustainable businesses and year-round lifestyle-based tourism. The proposed project promotes compatible infill development which maintains Jackson as the economic center of the region, helps create a more vibrant,

walkable mixed-use subarea, and helps provide a balanced mix of nonresidential uses to the town. This site is located within District 4, specifically subarea 4.3, which is a transitional subarea that has the goal of transforming the area into a walkable mixed use district. Opportunities to promote local entrepreneurship are encouraged for this subarea. It can be expected that students will frequent local businesses nearby the school. The college supports these types of businesses in the community and will produce trained employees that will work in or start their own local businesses.

Conformance with Other Applicable Regulations

Complete Neighborhood Master Plan:

A roughly defined Complete Neighborhood Master Plan was approved for the Stockhouse-Patterson Addition on June 20, 1994, in accordance with the provisions of Section 17.64.060 (Title 17 Subdivisions, Chapter 17.64 Variances) of the Municipal Code, just prior to the adoption of the 1994 LDRs. A component of the Master Plan is a Concept Development Plan, which is contained in the CC&Rs (shown in Section 6 of the application materials) that shows the range of options for each lot based off general assumptions and lists guideline ranges for building footprints, building sizes, FAR, LSR, and parking spaces.

On March 21, 1996, then Planning Director Robert Horne wrote a letter to the Stockhouse-Patterson Subdivision lot owners clarifying what the development standards of the subdivision were under the Complete Neighborhood Master Plan. The standards identified in the letter were meant to better define what lot owners would be allowed to build in comparison to the even broader standards listed in the Concept Development Plan. Mr. Horne listed what the FAR and LSR would be for the subdivision, which corresponds roughly with averages of AC zone standards for commercial and office uses, while retaining previous parking standards. Combined, the Master Plan letters and Plat provide development standards separate from the LDRs. Where the Master Plan and Plat are silent, the LDRs govern. Development in the Stockhouse-Patterson Addition over the past decade or more has not strictly adhered to the standards set forth by the Complete Neighborhood Master Plan, instead the underlying town zoning was utilized.

The applicant is proposing a development under the LDR standards of P/SP zoning which allows for greater flexibility for governmental uses. The Town Attorney has confirmed that the Town has the authority to rezone the property to P/SP if the Town Council can make the findings in LDR Section 8.7.2.C, which would allow the applicant to develop the CWC facility in the dimensions proposed; however, any issues raised by the CC&R's are beyond the scope of the Town's control and are issues that would need to be resolved between the applicant and the HOA. Staff finds that the applicant complies with the regulations set forth by the P/SP zone as described in the dimensional limitation table above, and as discussed in this report. Should Council approve the Zoning Map Amendment, the proposal will meet the requirements of the LDRs.

Current and Proposed LDRs

As shown in the dimensional limitation table above, the project meets all applicable LDR regulations related to setbacks, height restriction, and FAR for the P/SP zone. In addition the applicant meets most of the physical development standards for the CR-3 zone in regards to setbacks, height, LSR, and lot size, with the exception of base FAR. Staff finds that the proposed FAR is consistent with or below what could be developed utilizing the workforce housing tool in the CR-3 zone. As described above, the intent of the P/SP zone is to provide flexibility for public and semi-public uses that have unique functional needs.

Site Design

Staff finds that the proposed setbacks and 2 story, 35' building are compatible with the surrounding neighborhood in terms of bulk, scale, structural mass, and character. The proposed 35' height of the building

is lower than what would be allowed in CR-3, 46' for a roof pitch ≥ 5/12, or 48' with the workforce housing incentive for additional height. Staff finds that the applicant has successfully placed the building adjacent to Veronica Lane which helps create a more pedestrian oriented street frontage. This helps achieve the goals of subarea 4.3, Central Midtown, which calls for orienting mixed-use non-residential structures towards the street with parking behind. The applicant proposes a landscape buffer between the building and Veronica Lane as well as adding a sidewalk in the front and around the sides of the building.

DRC Review/Building Design

The proposed building is two stories in height with exterior materials consisting of corrugated and flat weathered steel panels, fiber-cement panels, and reclaimed wood siding. The scale of the building is a direct result of the programmatic needs of CWC which requires approximately 18,000 square feet of space.

This item was reviewed at the DRC on April 11, 2018 and was approved with the following conditions:

The applicant shall consider:

1. The direction of the slope of the roof and drainage.
2. The placement and appearance of rooftop equipment.
3. Simplification of the design.
4. More focus on the change in plane from the second to the first level.
5. Fenestration and size of windows.
6. Pedestrian access and landscaping.

The Design Review Committee discussed the idea that the site design could potentially benefit from reconfiguring the slope of the roof in the opposite direction so as to lessen the appearance of mass and height upon approaching the site from Veronica Lane in order to create a more human-scale pedestrian orientation. The applicant has stated that this is a preliminary design and that they are open to revising and/or simplifying the design prior to Development Plan. The applicant will need to reappear before the DRC prior to Development Plan.

Parking

In the P/SP Zone, an Institutional: Daycare/Education use calls for an independent calculation to determine parking. The CC&R's for the subdivision state that parking should be approximately 12-19 spaces per lot, which would result in an average of 15.5 spaces per lot, or 31 spaces for the combined 2 lots. The applicant has proposed 30 spaces for the site, 2 of which are required disability spots, by utilizing an independent parking calculation of 1.5 spaces per 1,000 sf, generating a need for 26.04 parking spaces. According to the applicant, the independent calculation was derived by analyzing enrollment data, scheduling, and a proposed staff of 7 fulltime employees on site all day with an additional 14 adjunct staff that will only attend when they teach.

Staff, the Planning Commission, and neighboring property owners in the Stockhouse Patterson HOA have expressed concern that the proposed amount of parking may be inadequate for the proposed size of the CWC-Jackson Center and the number of students enrolled. In staff's analysis of the proposed parking we believe the following measures could be taken by Council to address and/or alleviate the concern of sufficient parking on site:

- Require the applicant to increase the amount of parking on site by providing underground parking or reconfiguring the building to provide more surface parking.
- Reduce the building size.
- Limit the number of students allowed on site at any one time.

- Some combination of the aforementioned options; or
- Accept the proposed number of parking spaces with the requirement of a parking management plan and associated conditions of approval.

A preliminary Parking Management Plan is attached to this report. The applicant has stated that the total number of students enrolled is 430 students in the fall and 260 students in the spring. CWC is currently developing a scheduling model to identify the number of students, instructors and staff that will be in the building at one time on an hourly basis. Staff has yet to see this, but it will be required as part of the final Parking Management Plan to be submitted at Development Plan. However, per the preliminary Parking Management Plan provided by the applicant, the peak parking demand during business hours is estimated to be 43 persons between the hours of 11am and 12pm and the highest peak demand during non-business hours is 60 people between the hours of 8pm-9pm. The final parking plan submitted with the Development Plan will need to explain, for example, who the 60 people are and how they will be able to use 30 parking spaces. The plan also presents 4 successive tiers to address parking issues, with Tier 1 slated for implementation as soon as CWC begins operations at the new location. The applicant will have to clarify exactly how the 4 tiers will be implemented in the final parking plan. For example, staff is unsure when Tiers 2 – 4 would be triggered and what is meant by a "Full Parking Study" done as part of Tier 3. The proposed tiers are as follows:

- Tier 1: Alternative Mode Use Requirements
    - Class schedule balancing, promotional information for students, visitors, and faculty about alternative travel modes, availability of priority carpooling spots, bike racks, and encouragement of walking.
- Tier 2: As Built Evaluation and Fees/Incentives
    - Sidewalk upgrades, evaluation of parking behaviors and reassessment of fees and incentives if need be, and a parking management and enforcement program.
- Tier 3: Advanced Management Techniques
    - Full Parking Study, car share spots, and trip reduction program.
- Tier 4: Offsite and Overflow
    - Contingency-based overflow parking plan, on-street parking supplies, off-site satellite parking.

While staff finds that the applicant's preliminary Parking Management Plan is adequate for Sketch Plan, more detail is needed before the plan can be considered complete for final review. Thus, staff has added a condition of approval that requires the applicant to provide a more detailed, final Parking Management Plan with the submittal of the Development Plan. Furthermore, staff also has concerns about the Town's ability to enforce parking issues given that Veronica Lane is a private road and not subject to Town parking enforcement should Central Wyoming College be unable to adequately manage the impacts of students parking on the road or on neighboring property owner's lots. Therefore, staff has added an additional condition of approval that should the applicant be unable to manage parking on site the Town may take measures such as limiting student numbers at any given time, or potentially modifying or revoking the applicant's Conditional Use Permit should parking management problems persist.

Another option for the Council is to delay final approval of the CUP until the Development Plan so that it has the opportunity to review the applicant's final Parking Management Plan. In this scenario, the Council could approve the Zoning Map Amendment to P/SP and Sketch Plan now but would wait to officially approve the CUP as part of the Development Plan.

Access/ Circulation/Traffic

Vehicular Access/Circulation: Site circulation is achieved through two (2) two-way access points off Veronica Lane. The proposed access points have been coordinated with the Teton County Fire Marshall and road widths and circulation meet the needs for emergency vehicle access. Staff has concerns that on-street parking on Veronica Lane may visually obstruct vehicles entering and exiting the site. Public works has stated that Veronica Lane does not meet the standards for on street parking, which has been an issue, and could impede emergency access, and therefore recommend that 'no parking' signs should be installed with the project. The Town does not have the ability to enforce this, however, as Veronica Lane is a private road.

Traffic Analysis: A traffic impact statement prepared by Jorgensen Associates has been provided as part of this application. In summary, the analysis concludes that the proposed development will add an additional 530 trips per day during the fall and during peak enrollment to the adjacent transportation network of Maple Way. According to the traffic statement, the existing traffic along Maple Way and in the vicinity was 9,598 vehicles per day in 2017, 9,785 vehicles per day in 2014, and 9,937 vehicles per day in 2006, which indicates that traffic volumes along the corridor are relatively stable and that the proposed CWC campus will not significantly impact traffic along the corridor. Staff recommends that as a condition of approval of the CUP, CWC-Jackson Center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) on the adjacent street network in order to lessen traffic impacts.

Trash/Snow Storage/Bicycle Parking

A required trash enclosure is not shown on the site plan and staff has added a condition of approval requiring that this be provided on the site plan prior to Development Plan review. Trash and recycling enclosures are required for all nonresidential uses. The applicant has stated that CWC-Jackson will have onsite refuse and recycling and that this will be located as part of the Development Plan.

The applicant has indicated locations on the Sketch Plan to accommodate snow storage at or in excess of 2.5% of impervious surfaces as is required in the LDRs.

The applicant has indicated the location of bicycle parking racks. Pathways Coordinator Brian Schilling has provided detailed comments regarding the location, design, and number of bicycle parking spaces that should be provided. Since the applicant is proposing to reduce traffic and parking impacts by promoting and encouraging multi-modal transportation options, the number of bike parking spaces provided should correspond with what the Pathways Coordinator deems sufficient which was stated as one bike parking spot per car parking spot. In the preliminary Parking Management Plan schematic that the applicant has provided following the Planning Commission hearing, the applicant proposes 1 bike space per parking space, or 30 total bike parking spaces. Staff recommends that as a condition of approval that the applicant coordinate with the Town of Jackson Pathways Coordinator regarding bicycle parking prior to Development Plan submittal.

Streetscapes/Pedestrian Access

The applicant is proposing a landscape buffer adjacent to the main building between the sidewalk and Veronica Lane. Staff supports the comments made by Pathways Coordinator Brian Schilling which requests that the sidewalks on site be buffered from the adjacent travel lanes by landscaping and/or surfacing or otherwise detached. Upon further review by the Planning Director, Staff is recommending as a condition of approval that the applicant demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan.

Affordable/Employee Housing

The applicant is exempt from employee housing mitigation pursuant to Sec 6.3.1.C.5 - Institutional Uses (deleted) as the application was received on February 21, 2018, and is therefore subject to the standards in place at that time. The applicant has not proposed providing any voluntary employee housing on or off-site. Were the applicant to submit the same application today under the newly adopted Affordable Workforce Housing Standards the application would still be exempt if the Zoning Map Amendment is approved, as employee generating development in the P/SP zone is exempt, otherwise Daycare/Education as a use would necessitate an independent calculation to determine the required Affordable Workforce Housing in another zone.

Planning Commission

The items were reviewed before the Planning Commission on May 2, 2018, and received unanimous approval. The Commission expressed concerns related to the proposed amount of off-street parking and questioned whether the proposed 30 spaces is sufficient for the scope of the project, however the Commission was interested in gaining more information from a Parking Management Plan at the time of Development Plan submittal. The Commission was interested in learning how many students would be on site at one time and how this would affect parking and as a result decided to alter the condition of approval requiring a Parking Management Plan to also include snow management to ensure that parking spaces would not be used for snow storage. In addition, the Commission conveyed disappointment in the fact that the project has no affordable housing requirement or a voluntary proposal for affordable housing by the applicant.

The Planning Commission recommended approval of the project with the following recommended conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the pathways Department regarding bicycle parking location, design, and quantity.
4. The applicant shall provide a parking and snow management plan that will address management of class schedules, carpooling, off-site impacts, and any other strategies to reduce parking demand at Development Plan submittal.
5. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic impacts.

Following the Planning Commission hearing some slight rewording of conditions and additional conditions have been added to the report by the Planning Director in order to address parking management and enforcement as well as the timing of approvals regarding required ordinance readings for the Zoning Map Amendment.

Staff Findings

Item A: Zoning Map Amendment. The findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the P/SP zoning district. The purpose of the P/SP zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.

2. *The proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

   Complies. Staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan. See **Item B**, Finding #1.

3. *The proposed project is necessary to address changing conditions or a public necessity.*

   Complies. Staff finds that the proposed project is necessary to address the institutional and facility needs of Central Wyoming College's educational curriculum which in turn provides the community with qualified graduates for a number of fields which are in demand.

4. *The proposed project is consistent with other adopted Town Ordinances.*

   Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

Item B: Sketch Plan. Pursuant to Section 8.3.1.C (Sketch Plan Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Sketch Plan.

1. ***Comprehensive Plan:*** *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   The proposed development is located within District 4 Midtown - Subarea 4.3 Central Midtown of the 2012 Comprehensive Plan which states:

   Subarea 4.3: Central Midtown. This TRANSITIONAL Subarea in the core of the district will be critical in achieving the overall goal of transforming the area into a walkable mixed use district. Opportunities should be taken to expand the currently limited street network in order to break up large existing blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable. Mixed use and multifamily residential buildings should be a combination of two and three story structures oriented to the street, though a buffer should be placed between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view. Live-work housing opportunities will be encouraged, as well as any other opportunities to promote local entrepreneurship. Single family residential units are not envisioned for this area. Particular care and attention will need to be given to ensure a successful transition between this mixed use subarea to the adjacent Midtown Residential (Subarea 4.3). The location of buildings and parking,

types of uses and overall intensity of use should be considered to ensure a successful blend of these two subareas.

Complies. Staff finds that the project is consistent with the described vision for Subarea 4.3. The proposed use fits within the existing neighborhood and is consistent with the physical development standards within the P/SP zoning district. In regards to size and scale, the new project will be consistent with surrounding development. Parking is located behind the main building and the site plan emphasizes pedestrian access. The project helps to transform the area into a more walkable mixed use district and anticipates utilizing multimodal transportation options in order to decrease the impact of increased vehicle traffic.

In addition, Staff finds that the application should be reviewed for consistency specifically with the policy objectives of District 4 Midtown as follows

Common Value 1: Ecosystem Stewardship

Complies. Not Applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Complies. Not Applicable.

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

Complies. CWC-Jackson provides opportunities for Teton County residents to attain higher education and skills in fields that are in demand in the region such as culinary arts and nursing. In turn, employers have a pool of well qualified applicants to choose from. This will help maintain Jackson as the economic center of the region by keeping talented individuals employed locally as employees or business owners.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Complies. The project is an infill development situated in an established mixed use area along a walkable corridor. Furthermore, the applicant is proposing to add sidewalks where none currently exist.

Policy 4.3.a: Preserve and enhance stable subareas

Complies. Not Applicable.

Policy 4.3.b: Create and develop transitional subareas

Complies. The project helps to create and develop Central Midtown by providing a balanced mix of nonresidential uses to the town.

Policy 4.4.b Enhance Jackson gateways

Complies. The project is located near major gateways to Jackson just south of "The Y" and Highway 89. The project enhances these gateways by showcasing the educational opportunities available in Jackson.

Policy 4.4.d: Enhance natural features in the built environment

Complies. Not Applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. Not Applicable.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Not Applicable.

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

Complies. The programmatic offerings of CWC-Jackson are geared towards providing students with the skills and qualifications necessary to be employed in the region. These include tourism related industries like the culinary arts, hospitality, and outdoor education, but also the healthcare, education, and business sectors.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. CWC-Jackson will prepare graduates to be employed in a number of different fields in demand but also to start their own businesses. Having a dedicated CWC-Jackson Center will increase the likelihood of retaining entrepreneurial-minded individuals in Jackson who might otherwise go elsewhere to gain the skills they need to start a business.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Complies. Students and faculty will benefit from nearby existing START Bus stops on Buffalo Way and Maple Way. Additionally, the proposed project will provide bicycle parking on site. START has expressed interest in the addition of a covered bus stop at Veronica Lane which could be a discussion and potential condition of approval regarding what role the applicant may play, if any, in helping to provide resources for a covered stop should the Town see fit.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Complies. Not Applicable.

Policy 7.3.b: Reduce wildlife and natural and scenic resource transportation impacts

Complies. Not Applicable.

2. ***NRO/SRO:*** *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO).*

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. ***Impact on Public Facilities****: The proposed project does not have a have a significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

   Complies. Staff finds that the proposed project will not have significant impacts on public facilities and infrastructure as conditioned, however Public Works has submitted comments regarding whether any upgrades to the water supply structure are required for this project and this should be addressed at Development Plan. The new building will have an automatic fire sprinkler apparatus which helps reduce impacts on the Fire Department.

4. ***LDR Compliance****: 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. Staff finds that the application meets all standards required of the LDRs for development in the P/SP zoning district. Staff also finds the project to be in compliance will all other Town Ordinances.

5. ***Past Approvals:*** *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

   Complies. Should the applicant be granted a Zoning Map Amendment, the dimensional standards of P/SP zone would allow for the applicant to build the CWC facility in the dimensions proposed on these parcels.

Item C: Conditional Use Permit. Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

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

   Complies. See **Item B** Finding #1.

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

   Complies as conditioned. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Institutional (Education) use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

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

   Complies. Staff finds that the proposed facility will minimize the visual impact on adjacent lands by situating the building adjacent to Veronica Lane. The design will also include a delineated parking area and entrance which is helpful in keeping the use contained to a certain area.

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

   Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is also not located within the NRO and SRO, and all proposed use and operations will be conducted within previously platted and an otherwise developed area save for the vacant lots the facility will be built upon.

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

   Complies as conditioned. Parking has the greatest potential to be a nuisance to the surrounding neighborhood. The applicant has provided a preliminary parking management plan that addresses parking demand through class scheduling, alternative mode use requirements, fees and incentives, advanced management techniques, and contingency-based overflow parking locations if needed. Conditions of approval have been added to address potential impacts from parking.

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

   Complies. Staff finds that the proposal will not have significant impacts on public facilities and services as conditioned.

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

   Complies. Staff finds that the proposed use and building improvements complies with the provisions of the LDRs and with all other Town Ordinances. Since the property is located within the P/SP zone, development standards such as setbacks, building height, FAR, etc. are flexible.

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

   Not applicable to this proposal.

ATTACHMENTS

Stockhouse-Patterson HOA Letter of Protest and Signatures
Response from Applicant - Holland & Hart
Parking Management Plan - Schematic
Applicant Submittal
Department Reviews

STAKEHOLDER ANALYSIS

The main stakeholders are the community members who will attend/work for CWC-Jackson, business owners who will employ the graduates locally, and adjacent property owners in the Stockhouse-Patterson Addition.

PUBLIC COMMENT

Staff received a phone call on 4/26 from Ms. Liza Hoke, a property owner in the Stockhouse-Patterson Addition with questions pertaining to the Zoning Map Amendment request. In particular, Ms. Hoke sought clarification on the differences that P/SP zoning would entail for the project. Staff also discussed the proposed zone change for the other lots in the Stockhouse-Patterson Addition to CR-3 with the upcoming District 3-6 LDR updates this summer. Ms. Hoke also sought materials related to the required neighborhood meeting which were sent to her via email.

Staff received an email on 4/27 from Mr. Jim Stockhouse, co-developer of the Stockhouse-Patterson Addition and a lot owner in the subdivision. Mr. Stockhouse has concerns about the zoning change to accommodate a larger sized building in the subdivision and questions what the impact the building will have on traffic, parking, infrastructure, snow storage, impermeable surface area / stormwater runoff, landscaping, and general aesthetics to the subdivision. The email is attached to this report.

Staff met with Ms. Liza Hoke on 5/29 in regards to the scale of the proposal, traffic and infrastructure impacts, and other P/SP zoned properties in town.

Staff received a Letter of Protest on 5/29 addressed to Council from John Wylie of Wylie Baker LLP which is attached. The firm represents the Stockhouse-Patterson Homeowner's Association (the "HOA") whose members own Lots 1-8 of the Stockhouse Patterson Addition to the Town of Jackson. The letter protests the applicant's proposal for a Zoning Map Amendment to rezone Lots 3 and 6 to P/SP zoning, and the request for a Conditional Use Permit. The HOA is concerned about the scale of the proposed facility and the impact it will have on parking in the subdivision. In addition, the HOA is concerned about the impacts the CWC facility will have on the subdivision's infrastructure and sewer system, noting that the HOA is responsible for the operation and maintenance of Veronica Lane and the sewer infrastructure. Please see the Legal Review section below regarding the requirements of State Statute as it affects the Zoning Map Amendment vote by Council as a result of the Letter of Protest, and regarding the applicant's formal response to the Letter of Protest.

FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete. The applicant has held a series of meetings with the Stockhouse-Patterson Home Owners Association in an attempt to alleviate the concerns of the HOA. Staff and the applicant have continued this item multiple times to provide additional time for the parties to reach a resolution. As of this writing, however, the applicant has yet to reach an official agreement with the HOA and the HOA has not withdrawn its Letter of Protest. Per Wyoming State Statute, an affirmative vote of three-fourths of all members of the Council is required to make effective the Zoning Map Amendment as a result of the Letter of Protest:

15-1-603. Regulations; protest makes change ineffective; exception; hearing and notice.

(a) If there is a protest against a change in the regulations, restrictions or district boundaries signed by the owners of twenty percent (20%) or more of the area of the lots included in the proposed

change, or of those immediately adjacent within a distance of one hundred forty (140) feet, the change is not effective except upon the affirmative vote of three-fourths (3/4) of all the members of the governing body. In determining the one hundred forty (140) feet, the width of any intervening street or alley shall not be included.

Due to the protest submitted by the Stockhouse-Patterson HOA, which appears to provide the required landowner signatures to meet State requirements, the Council is now required to have **four (4) affirmative votes** (i.e., 3/4 of a 5-person board) to adopt the proposed zoning map amendment to P/SP.

Additionally, attached hereto is a letter from the Applicant to the Town Attorney formally responding to the Letter of Protest from the HOA.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Planning Director recommends **approval** of a Zoning Map Amendment P18-048 for the property located at 235 and 255 Veronica Lane from Commercial Residential - 3 (CR-3) to Public-Semi-Public (P/SP-ToJ), subject to three ordinance readings.

Item B: The Planning Director recommends **approval** of a Sketch Plan P18-047 for a new two-story CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 6 conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the Pathways Coordinator regarding bicycle parking location, design, and quantity.
4. At Development Plan submittal the applicant shall provide a final Parking and Snow Management Plan. This plan shall clarify in detail the proposed strategies and tools the applicant will use, such as management of class schedules, carpooling, off-site shared parking, etc., to ensure that the proposed parking is adequate to handle all of CWC's demand without negatively impacting Veronica Lane or surrounding land owners.
5. The applicant shall demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan submittal.
6. This Sketch Plan shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

Item C: The Planning Director recommends **approval** a Conditional Use Permit P18-049 for the Institutional: Education/Daycare use for a CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 3 condition of approval:

1. If the Town becomes aware, either through neighbor complaint or its own investigation, that parking for the site is inadequate and causing significant neighborhood conflicts, the Town Council shall review the parking plan and CUP and may require the applicant to implement operational changes (e.g., parking fees, formal shared parking agreements, limitations on class sizes, etc.) to reduce parking conflicts to acceptable levels**.** If conflicts are unable to be resolved the Council may consider revocation of the applicant's Conditional Use Permit.
2. This CUP shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

3. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic

SUGGESTED MOTIONS

Item A: Based upon the findings for a Zoning Map Amendment as presented in the staff report for P18-048 and by the applicant related to 1) The proposed project is consistent with the purposes and organization of the LDRs.; 2) Consistency with the Comprehensive Plan; 3) Public necessity; 4) Consistency with other adopted Town Ordinances I move to **approve** a Zoning Map Amendment for the property located at 235 and 255 Veronica Lane from Commercial Residential - 3 (CR-3) to Public-Semi-Public (P/SP-ToJ), and direct staff to prepare the required ordinances for first reading.

Item B: Based upon the findings for a Sketch Plan as presented in the staff report for P18-047 and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with LDRs & Town Ordinances; 5) Conformance with past permits & approvals for Item P18-047,48,49, I move to **approve** a Sketch Plan for a new two-story CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 6 conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the Pathways Coordinator regarding bicycle parking location, design, and quantity.
4. At Development Plan submittal the applicant shall provide a final Parking and Snow Management Plan. This plan shall clarify in detail the proposed strategies and tools the applicant will use, such as management of class schedules, carpooling, off-site shared parking, etc., to ensure that the proposed parking is adequate to handle all of CWC's demand without negatively impacting Veronica Lane or surrounding land owners.
5. The applicant shall demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan submittal.
6. This Sketch Plan shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

Item C: Based upon the findings for a Conditional Use Permit as presented in the staff report for P18-049 and by the applicant related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals with past permits & approvals for Item P18-047,48,49, I move to **approve** a Conditional Use Permit for the Institutional: Education/Daycare use for a CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 3 condition of approval:

1. If the Town becomes aware, either through neighbor complaint or its own investigation, that parking for the site is inadequate and causing significant neighborhood conflicts, the Town Council shall review the parking plan and CUP and may require the applicant to implement operational changes (e.g., parking fees, formal shared parking agreements, limitations on class sizes, etc.) to reduce parking conflicts to acceptable levels**.** If conflicts are unable to be resolved the Council may consider revocation of the applicant's Conditional Use Permit.

2. This CUP shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.
3. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic

WYLIE | BAKER LLP

May 29, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001
Delivered via email and hand delivery *(council@jacksonwy.gov)*

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*

Dear Council Members:

This firm represents the Stockhouse-Patterson Homeowner's Association (the "HOA"), whose members own Lots 1-8 of the Stockhouse-Patterson Addition to the Town of Jackson (Plat No. 822). This letter presents the HOA's concerns about the zone change proposed by Central Wyoming College (the "CWC") that will be discussed at the Town Council's June 7, 2018 meeting. The CWC is proposing its new facilities on Lots 3 and 6 of the Stockhouse-Patterson Addition (235 & 255 Veronica Lane, Jackson, WY) pursuant to a proposed zoning map amendment ("ZMA") as well as a conditional use permit ("CUP").

While the HOA is not opposed to the presence of a new CWC facility in Jackson or in the Stockhouse-Patterson subdivision, the HOA is concerned about the potential impacts to the Stockhouse-Patterson subdivision and HOA if CWC's current proposal is approved.

Standards for Approval & Opposition

The proposed ZMA seeks to change the zoning for CWC's property located at 235 and 255 Veronica Lane from Auto-Urban Commercial (AC) to Public/Semi-Public (P/SP). The standards for approving this ZMA are as follows:

> *The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:*
>
> *1. Is consistent with the purposes and organization of the LDRs;*
> *2. Improves implementation of the desired future character defined in the*

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P.O. Box 4211
Jackson, Wyoming 83001
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f: 307.733.3758

> *Illustration of Our Vision chapter of the Comprehensive Plan;*
> *3. Is necessary to address changing conditions or a public necessity; and*
> *4. Is consistent with the other adopted Town Ordinances.*

(TOJ LDRs § 8.7.2.C.).

The CWC asserts that its proposed ZMA is necessary to allow CWC to build facilities that are much larger than the facilities that would be allowed under the current AC zoning. The current AC zoning would allow for a 7,079 square-foot facility when using a .25 floor area ratio (FAR), whereas the proposed P/SP zoning does not provide a FAR limitation on the size of the facility. (Planning Commission report, p. 4.) If approved, CWC's proposed zoning change would allow CWC to construct a 17,358 square-foot facility—more than twice the size of the facility that would be allowed under the current zoning. A zone change permitting a structure of this size is not necessary to achieve the goals of the LDRs, the vision of the Comprehensive Plan, and the objectives for neighborhood character for this area of Midtown—these goals can all be accomplished with a smaller building within the limitations of the *existing AC zoning.*

Please accept this letter as the HOA's official protest of the CWC's proposed ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. We will supplement this correspondence with the required signatures for this protest by the end of the week.

By this letter, the HOA also presents its opposition to the issuance of the CUP. The necessary findings for approval for a CUP are as follows:

> *A conditional use permit shall be approved upon finding the application:*
> *1. Is compatible with the desired future character of the area;*
> *2. Complies with the use specific standards of Div. 6.1.;*
> *3. Minimizes adverse visual impacts;*
> *4. Minimizes adverse environmental impacts;*
> *5. Minimizes adverse impacts from nuisances;*
> *6. Minimizes adverse impacts on public facilities;*
> *7. Complies with all other relevant standards of these LDRs and all other Town Ordinances; and*
> *8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

(TOJ LDR, 8.2.4.C.) The HOA strongly opposes the scale of the proposed CWC facility as inconsistent with these necessary findings for a CUP. Therefore, the HOA opposes the issuance of the CUP.

Specific Areas of Concern

Given its familiarity with 235 & 255 Veronica Lane, the members of the HOA are uniquely positioned to foresee issues with the parking and infrastructure that will be necessary to support the proposed CWC facilities. The HOA is concerned about how the subdivision's current

parking spaces, access road, and septic system will each be impacted by the CWC's proposed facilities. These three issues are discussed in more detail below.

First, the HOA is concerned about the impact the CWC's proposed facilities will have on the subdivision's parking. The Stockhouse-Patterson subdivision currently consists of several businesses. The existing parking is utilized by the HOA's members, which are all local businesses. The parking spaces currently serving the businesses within the subdivision are maximized and there are often no parking spaces available. The Town of Jackson Planning Commission report, issued April 27, 2018, states a need for an additional 30 parking spaces as a result of CWC's proposed facilities. (*CWC Jackson Center Sketch Plan Application, Conditional Use Permit and Zoning Map Amendment*, hereinafter "Sketch Plan," p. 18.) The subdivision's parking areas are insufficient to serve the CWC's additional use, even with an additional 30 parking spaces. It is extremely likely that CWC's employees, guests, and students will use the parking areas of other businesses when overflow is needed, and this usage will make the current parking shortage a much bigger problem. Even if the HOA attempts to prohibit CWC use of other parking spaces, the HOA will be the party forced to enforce parking. This level of enforcement is something the HOA is not currently doing, so an additional administrative burden will likely be forced upon the HOA with its associated increased costs.

Second, the HOA is concerned about the impact CWC will have on its access road. The subdivision is serviced by a private right-of-way known as Veronica Lane. The Planning Commission report estimates that "the proposed development will add an additional 530 trips per day during the fall and during peak enrollment to the adjacent transportation network of Maple Way." (Planning Commission report, p. 7.) The HOA is responsible for the operation and maintenance of Veronica Lane. CWC's proposed increased use of Veronica Lane will place a large maintenance burden on the HOA. A small group of private property owners should not have to shoulder the financial responsibility of maintaining an access road for a community college.

Third, the HOA is concerned about the increased impact on its sewer connections to the Town's wastewater system. The Planning Commission report sets forth as follows:

> *The water and sanitary sewer services will be connected to service lines owned and controlled by the subdivision HOA. The HOA-owned service lines run along Veronica Lane connect to Town of Jackson Water and Sewer Mains at the intersection of Maple Way and Veronica Lane.* ***Maintenance of the HOA-owned service lines on Veronica Lane are[sic] the responsibility of the HOA.***

(Sketch Plan, p. 15.) In addition to the increased load on the sewer system that would be incident to any educational facility, CWC's proposed facilities include culinary programs. Commercial kitchens place an additional, atypical load on sewer systems. The Sketch Plan states, "The ability of the existing lift station and Town of Jackson infrastructure that serves Veronica Lane to handle the increased flows from the project will be confirmed." (Sketch Plan, p. 17.) However, the HOA is more generally concerned about <u>all</u> of its sewer infrastructure, and the financial impact of maintaining the same under this increased load. Again, the HOA feels it is inequitable that a small group of private property owners be forced to bear an increased financial burden for

CWC's use.

Summary & Conclusion

Although the HOA is not opposed to the presence of CWC within its subdivision, the HOA believes that the large, 17,000-square-foot scale of the CWC facilities is not necessary to bring CWC facilities to Jackson. The HOA opposes the issuance of the ZMA and the CUP as a result of its concerns set forth above. These concerns present practical considerations that have not been adequately considered in the Town's process of evaluating the CWC proposal. The proposed ZMA and CUP place an inequitable and undue financial burden associated with a public educational facility on a small, private subdivision. Each of the HOA's concerns would be addressed by a smaller-scale version of the CWC facilities applying the current zoning.

Therefore, the HOA respectfully requests that the Council **deny** the ZMA that would change the 235 & 255 Veronica Lane zoning from AC to P/SP. The HOA also respectfully requests that the Council **deny** CWC's CUP. In the alternative, should the Council decide to approve the CWC proposal, the HOA requests ***conditional approval***, and for the Council to include conditions that address each of the HOA's concerns set forth in this letter. Of course, any approval also needs to comply with W.S. 15-1-603(a).

Representatives of the HOA will be in attendance at the Town Council meeting to discuss the items set forth in this letter and answer any questions you may have. Thank you for your consideration.

Respectfully,

Jonathan J. Wylie, Partner
Wylie Baker LLP

CC: Sandy Burdyshaw, Town Clerk (via email only at *sbirdyshaw@jacksonwy.gov*)
Audrey Cohen-Davis, Town Attorney (via email only at *acohendavis@jacksonwy.gov*)

WYLIE | BAKER LLP

June 5, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001
Delivered via email and hand delivery *(council@jacksonwy.gov)*

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*
Submission of signatures

Dear Council Members:

This letter follows up from my May 29, 2018 letter.

First, we understand that the Town Council hearing on the zoning map amendment ("ZMA") and conditional use permit for the CWC campus proposed to be located at 235 & 255 Veronica Lane, Jackson, WY, which are Lots 3 and 6 of the Stockhouse-Patterson Addition subdivision, has been postponed until August 6, 2018. We will schedule our plans to appear at this hearing accordingly.

Second, my May 29, 2018 letter stated that signatures regarding the Stockhouse-Patterson Homeowner's Association members' protest to the ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations would be forthcoming. Please find signatures from 4 out of the 6 lots that sit within 140 feet of the proposed CWC site enclosed herewith as Exhibit A. If additional signatures are obtained, we will supplement this correspondence.

Respectfully,

Jonathan J. Wylie, Partner
Wylie Baker LLP

CC: Sandy Burdyshaw, Town Clerk (via email only, *sbirdyshaw@jacksonwy.gov*)
Audrey Cohen-Davis, Town Attorney (via email only, *acohendavis@jacksonwy.gov*)

Enclosures: Exhibit A – Signatures of owners of Lots 1, 2, 4 & 5 of the Stockhouse-Patterson Addition subdivision

172 Center Street, Suite 200
P.O. Box 4211
Jackson, Wyoming 83001
o: 307.733.6688
f: 307.733.3758

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: HEIDI E. TOOLSON
Date: 5/30/2018

Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: Michele Barry
Date: 5/30/2018

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: _____
Date: _____

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: _____
Date: _____

Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: _____
Date: _____

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: Elizabeth Stites, Mgr
Date: 05-30-18

WYLIE | BAKER LLP

June 25, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001
Delivered via email and hand delivery *(council@jacksonwy.gov)*

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*
Submission of additional signature

Dear Council Members:

This letter follows up from the letter from Jon Wylie dated June 5, 2018 regarding the zoning map amendment ("ZMA") and conditional use permit for the CWC campus proposed to be located at 235 & 255 Veronica Lane. By that letter, you received several signatures evincing the Stockhouse-Patterson Homeowner's Association members' protest to the CWC ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations.

The purpose of this letter is to provide you with an additional signature from the owner of Lot 8 of the Stockhouse-Patterson Addition. Enclosed please find this signature. You now have protest signatures from Lots 1, 2, 4, 5, and 8 of the Stockhouse-Patterson Addition.

Respectfully,

Laurie J. Stern, Associate Attorney
Wylie Baker LLP

CC: Sandy Burdyshaw, Town Clerk (via email only, *sbirdyshaw@jacksonwy.gov*)
Audrey Cohen-Davis, Town Attorney (via email only, *acohendavis@jacksonwy.gov*)

Enclosures: Signature of owner of Lot 8 of the Stockhouse-Patterson Addition

172 Center Street, Suite 200
P.O. Box 4211
Jackson, Wyoming 83001
o: 307.733.6688
f: 307.733.3758

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: _____
Date: _____

Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: _____
Date: _____

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

Manager - Maple Way LLC
By: Thomas Hoke Smith
Date: 4/6/18

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: _____
Date: _____

HOLLAND&HART LLP

September 24, 2018

BY E-MAIL
Audrey Cohen-Davis
Town Attorney
Town of Jackson
150 E. Pearl Street
Jackson, WY 83001

RE: Central Wyoming College's request for approval of a zoning map amendment, sketch plan, and conditional use permit to develop a new educational center; planning items P18-047, 048, and 049

Dear Audrey:

You have asked us to correspond with the Town on two matters: (1) whether Central Wyoming College is exempt from the Town of Jackson's zoning regulations, and (2) the status of discussions between Central Wyoming College (CWC) and the owners association for the Stockhouse-Patterson Addition (the Association). This letter relates to 235 and 255 Veronica Lane, which are owned by CWC.

Summary:

1. The CWC property should be zoned public/semi-public. Based on a Wyoming Attorney General opinion that found that school district property is not subject to local zoning requirements, CWC's property should be zoned public/semi-public. The Attorney General opinion was based on the fact that the State Board of Education has authority over school district site selection and this state-level right preempts local zoning powers.

While CWC is not a "school district," the same reasoning of the Attorney General opinion should apply to CWC, which is a statutorily-created "community college district" and a subdivision of Fremont County. Similar to the Board of Education's role for school districts, the state-level Wyoming Community College Commission is in charge of approving the state-wide plan for all community colleges, which includes planning for all community colleges, general budgeting, *approval of all capital construction*, and creating a statewide college system that meets the express goals of the state.

Further, all community college facilities are subject to the authority of two other state-level agencies: the State Building Commission and the State Construction Department. The State Building Commission is involved in establishing, reviewing and prioritizing construction plans, capital budgets, and long-range plans, including future building space needs. The State Construction Department serves a further role of reviewing, analyzing and studying construction needs and providing engineering and design review, among other functions. The State Building

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Idaho | New Mexico | Wyoming

Commission submits these plans and a request for funds to the legislature for the legislature's consideration.

Because of the State's role in planning for, constructing dictating the parameters for community college district facilities, the property owned by CWC should be zoned in the public/semi-public category or otherwise exempted from zoning requirements that conflict with the capital plans of the relevant State agencies. Of note, CWC's facility will involve state-appropriated funds.

2. CWC is in the process of discussions with the Association for the Stockhouse-Patterson Addition. The Stockhouse-Patterson Addition is subject to a set of private covenants. As you know, the Association has raised concerns about the impact that CWC's project may have on the Stockhouse-Patterson Addition. We have not yet reached an agreement with the Association on how these concerns may be resolved, but we have made a proposal to the Association in relation to traffic, parking and infrastructure. Because of the Attorney General opinion and because the private covenants are just that—private covenants—we do not believe that unresolved private covenant matters should halt the Town's consideration of the zoning map change and related applications.

Discussion:

1. The CWC property should be zoned public/semi-public based on an Attorney General opinion reviewed school district property and has reasoning directly applicable to Wyoming community colleges. The Wyoming Attorney General issued an opinion on whether a school district is "subject to the zoning authority of a city, town, or county." This Opinion Number 81-14 is attached as Exhibit A to this letter. The Attorney General came to the conclusion that school site selection is "within the authority of the State Board of Education, clearly a state agency" and thus "As to school site selection, the Wyoming legislature has delegated that authority to state and local school officials and thus preempted county officials from applying their zoning requirements to public schools." Meaning, because the State Board of Education and local trustees have the authority to site schools, city/town or county zoning is preempted.[1]

The opinion specifically noted a state statute that provides that the State Board of Education is required to "Prescribe minimum standards with which public schools and other educational institutions receiving money from any state funds, except the University of Wyoming and the community colleges, must comply. Such standards relate to and include: . . . (B) Site selection and building and construction of public schools." Former W.S. 21-2-304(a)(i).[2]

Central Wyoming College is in a very similar position to school districts, and thus the Attorney General opinion should apply to CWC's property. Just like a school district,

[1] Of note, that Attorney General opinion went on to conclude that "a public school is subject to reasonable city-town and county building codes," a separate point from zoning considerations.

[2] This statute has been amended to remove a specific reference to "site selection," but the other provision noted in the attorney general opinion remains in place, that "Subject to review by the state construction department . . . for any project involving state capital construction assistance," a school district's board of trustees is empowered and required to "fix the site of each school building and facility considering the needs of the people of each portion of the district." W.S. 21-3-110(a)(x).

Central Wyoming College is a separate governmental subdivision, whose budgeting, siting and construction process is overseen by state agencies: the Wyoming Community College Commission, the State Building Commission and the State Building Department.

Central Wyoming College is a "community college district," created by state statute, W.S. § 21-18-101, *et seq*. As a community college district, it is a subdivision of Fremont County. W.S. § 21-18-102(a)(viii). The full name of Central Wyoming College is "Fremont County Community College District, State of Wyoming." W.S. § 21-18-301. Community college districts do not constitute a "school district."[3] Thus, the overall structure of community college districts must be reviewed in light of the reasoning in the Attorney General opinion.

In Wyoming, community college districts involve a mix of state level functions and county/community college district level functions. At an overarching state level, the "Wyoming Community College Commission" exists to establish a strategic plan for community colleges and to approve capital construction projects that involve state funds. W.S. § 21-18-201, -202(a)(v), -202(d)(v), -202(h). The seven-member Wyoming Community College Commission is appointed by the governor, with the advice and consent of the senate.

The Wyoming Community College Commission is required to:

- "Develop and maintain a statewide college system strategic plan for the delivery of educational programs in Wyoming by each college." W.S. § 21-18-202(a)(v).
- "Approve all new capital construction projects in excess of one hundred thousand dollars ($100,000.00) for which state funds are or could be eventually applied." W.S. § 21-18-202(d)(v).
- "[R]eview, update and modify the statewide college system strategic plan. The plan shall clearly prescribe the components of the educational program and attach program components to statewide system priorities. This plan shall serve as the basis for state operational and capital construction budget requests and funding of the statewide college system for the applicable biennial budget period. In developing, reviewing and updating the strategic plan, the commission shall: . . . Include mechanisms within the planning process which adhere to the state's interests in establishing a statewide college system identified as assuring statewide access to academic programs, career-technical education and training programs, dual and concurrent enrollment programs, remedial and continuing education programs responding to needs of students, employers and the state

[3] W.S. § 21-18-102(a)(xiv) (defines "school district" to exclude community colleges and community college districts); *see also Goshen Cty. Cmty. Coll. Dist. v. Sch. Dist. No. 2, Goshen Cty.*, 399 P.2d 64 (Wyo. 1965) (holding that community college districts are not school districts for purposes of constitutional debt limitations). We note that there is a state statute providing as to school districts (and not as to other governmental subdivisions) that "If a building owned by a [school] district meets the applicable standards . . . for use by the district to educate students and was previously used for the purpose of educating students, no municipal or county zoning requirements shall be construed or applied so as to prevent the district from using the building for the purpose of educating students, or to require the district to make any modification to the building as a condition of using the building for the purpose of educating students." W.S. § 21-15-115(a). The 1981 opinion did not rely on this statute that applies to buildings that were previously used for education purposes.

workforce, including program access through outreach or coordinated electronic system technology." W.S. § 21-18-202(d)(h).

Once approved by the Wyoming Community College Commission, all construction projects for community colleges require the involvement of two State agencies: the State Construction Department and the State Building Department. W.S. § 21-18-225. The State Construction Department first reviews budget requests and forwards these "recommendations for community college capital construction projects" to the State Building Commission. The State Building Commission prioritizes building needs for community colleges and processes and distributes state funds for buildings that have been approved by the legislature, after recommendations have been made by the State Building Commission. All disbursements of State funds need to be "in accordance with payment schedules established by rule and regulation" of the State Building Department, including approval by the State Building Department of project development, plans and change orders. W.S. § 21-18-225(j). All capital construction must comply with State Building Commission Regulations. W.S. § 21-18-225(b). The role of the State Construction Department in relation to community colleges has parallels to the role of the State Construction Department in relation to school districts. W.S. § 21-15-109.

The Wyoming Community College Commission, the State Building Commission and the State Building Department oversee the initial approvals for, and siting and construction of community colleges, according to rules and regulations adopted by those state agencies. State funds will make up a portion of the funding for Central Wyoming's Jackson campus.

As the Wyoming Supreme Court has explained, "The authority of a municipality to adopt a zoning ordinance is limited by state statute, and the general grant of power to municipalities to adopt zoning laws in the interest of public welfare does not permit the local governing bodies to override the state law and the policies supporting it." *Ahearn v. Town of Wheatland*, 2002 WY 12, ¶ 14, 39 P.3d 409, 415 (Wyo. 2002).

Because of the State's involvement—which extends to a review and approval of the projected size and scope of CWC's facilities, CWC's property is subject to the same conclusion as was made as to school districts by the Attorney General.

In addition, municipalities often use public zoning categories to zone land owned by other governmental subdivisions. There are currently over a dozen properties in the Town of Jackson that are designated as public/semi-public zoning. Among these properties are St. John's Hospital, properties associated with Teton County School District, the Teton County Courthouse, the Teton County Administrative Building, the public parking garage on Millward Street, Teton County Library, the Jackson Hole Fire House, the United States Post Office on Maple Way, and the administrative offices for Bridger-Teton National Forest. Each of these properties is controlled by the government or a governmental entity such as a school district or hospital district.

The LDRs allow for special purpose zones "for development and uses that are desired by the community, but not easily incorporated into the complete neighborhood and rural area zones." Div. 4.1. Among the three types of special purpose zones are civic zones, which "accommodate

public and semi-public uses that are necessary to the community and require flexibility from the standards of the complete neighborhood and rural area zones." Div. 4.2. And among the subtypes of civic zones are public/semi-public zones, which "may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district." Div. 4.2.1. Exhibit B describes how two other jurisdictions (the City of Riverton and the City of Cheyenne) have zoned publicly owned property.

Like the various public/semi-public properties described above, the proposed new community college would be controlled by a governmental entity—Central Wyoming College—and would serve the civic function of promoting secondary education in Teton County. Therefore, there is a strong case for zoning the new campus as public/semi-public, which would allow Central Wyoming College flexibility to operate.

2. CWC is in the process of discussions with the Association for the Stockhouse-Patterson Addition. The private covenants applicable to the Stockhouse-Patterson Addition subdivision contain an architectural review process, where the Association has certain review and approval rights. In addition, those covenants provide a process for the Association to maintain and repair the private driveway, water and sewer systems that are part of this subdivision. These private covenants provide mechanisms for the private owners to work out any issues in relation to the common, private infrastructure. The questions that the Association has raised are going to be addressed, in their proper context—that of the private covenants.

As always, we are happy to discuss these matters further. Please let us know if you have any questions or concerns.

Sincerely,

Matt Kim-Miller

Exhibit A

Attorney General Opinion No. 81-14

See attached.

1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.)

Office of the Attorney General
State of Wyoming
Opinion No. 81-14

October 28, 1981

Lynn SimonsSuperintendent of Public InstructionQUESTION #1:

What is a developer? Can a Laramie County **school** District be a developer?

ANSWER:

See discussion.

QUESTION #2:

Is a **school** district subject to the **zoning** authority of a city, town, or county?

ANSWER:

See discussion.

QUESTION #3:

Is a **school** district subject to the building codes of a city, town, or county?

ANSWER:

See discussion.

QUESTION #4:

What fees may the City of Cheyenne or Laramie County assess upon a **school** district pursuant to their municipal police powers?

ANSWER:

See discussion.

PREFACT

Before engaging in any discourse on the statutes and court decisions which have a bearing on these questions, we want to preface our opinion by saying that this matter presents a serious decision which undoubtedly would be better resolved by clear and unambiguous legislation formulated after open and bigorous debate. But in view of present ambiguities in the statutes, we offer the following as our opinion after lengthy and cautious research and examination.

DISCUSSION OF QUESTION #1

What is a developer?

The term "developer" is not statutorily defined in the planning and **zoning** or subdivision legislation for either cities, towns, or counties. The term is defined, however, under the joint Cheyenne and Laramie County Subdivision Regulations as follows:

> Subdivider or Developer. Any person who causes land to be subdivided into a subdivision for himself or others, or who undertakes to develop a subdivision.Chapter II, Section 1. (aa) 1979.

The term "person,", as used in defining a developer, is defined in those same regulations as follows:

> Person. An individual, corporation, government, or governmental subdivision or agency, business trust, estate, trust partnership, unincorporated association, or any combination of the above, or any other legal or commercial entity.Chapter II, Section 1(q.) 1979.

The term developer, employed in the city and county regulations, is apparently intended to be synonymous with the term subdivider.

For cities, the term "subdivision" is defined by statute as "the division of a tract or parcel of land into three or more parts for immediate or future sale or building development." W.S. 15-1-501 (a)(iii).

For counties, "'subdivider' means any person who lays out any subdivision or parts thereof either for the account of the subdivider or other." W.S. 18-5-302(a)(vi). "'Subdivision' means a division of a lot, tract, parcel, or other unit of land into three (3) or more lots, plots, units, sites, or other subdivisions of land for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, industrial, commercial, or public uses. . ." W.S. 18-5-302(a)(vii). For

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counties, there are also certain exemptions. W.S. 18-5-303.

The critical statutory definition is that of a subdivision or subdivider of land. A city or the county is certainly free to use and define the term "developer," provided such definition does not attempt to expand and thus exceed the grant of authority expressed by the legislature in the cities' or counties' respective subdivision enabling legislation. See Attorney General Opinion 80-007.

Can a Laramie County **school** district be a developer?

The circumstances surrounding your request for an opinion reveal that this question might be more meaningfully asked as follows:

> Is a **school** district subject to the authority of a city, town, or county to regulate real estate subdivisions, when developing **school** district lands for public **school** buildings or ancillary educational facilities?Cities, Towns, or Counties.

The construction of a public **school** building or ancillary educational facilities does not constitute the subdivision of land as defined either for cities and towns in W.S. 15-1-501(a)(iii), or for counties in W.S. 18-5-302(a)(vii). See Attorney General Opinions 81-010 and 79-035.

DISCUSSION OF QUESTION #2

We must examine this question separately as to cities and counties, their respective **zoning** authority not always being coterminous, (any contrary indication in Attorney General Opinion 81-002 notwithstanding).

Cities

City **zoning** authority is provided for in W.S. 15-1-601 to W.S. 15-1-611. The basic grant of **zoning** power is contained in Section 15-1-601, and reads in part as follows:

> (a) The governing body of any city or town, by ordinance, may:
>
> (i)Regulate and restrict the:
>
> (A) Height, number of stories and size of buildings and other structures;
>
> (B) Percentage of lot that may be occupied;
>
> (C) Size of yards, courts and other open spaces;
>
> (D) Density of population; and
>
> (E) Location and use of buildings, structures and land for trade, industry, residence or other purposes; . . . (emphasis added).Construing the general language "or other purposes," as limited by the specific subjects of "trade, industry, [or] residence," it is our opinion that public **school** construction is not within the activities which may be regulated under this grant of authority. Town of Atherton v. Superior Court, 324 P.2d 328, 332-333 (Cal. App. 1958); 2A Sutherland Statutory Construction, Sec. 47.17 (4th ed. Sands 1973); State v. Copenhaver, 64 Wyo. 1, 184 P.2d 594 (1947); Witzenburger v. State, 575 P.2d 1100 (Wyo. 1978).

Counties.

County **zoning** authority is contained in two articles of Title 18, Chapter 5, Wyoming Statutes. Article 1 contains the enabling statutes on county regulation of sanitary facilities. Article 2 contains the general county **zoning** enabling legislation. See Attorney General Opinion 81-010. Both articles give counties the authority to regulate by **zoning** in the "unincorporated" areas of the county, as defined in W.S. 18-5-101.

W.S. 18-5-201 provides, in pertinent part:

> To promote the public health, safety, morals and general welfare of the county, each board of county commissioners may regulate and restrict the location and use of buildings and structures and the use, condition of use or occupancy of lands for residence, recreation, agriculture, industry, commerce, public use and other purposes in the unincorporated area of the county. (emphasis added).Simple comparison of this provision with that of W.S. 15-1-601 reveals that public use is contemplated within the county's **zoning** legislation. However, by judicial decision, certain limits have been set on local **zoning** control with respect to public **schools**. A local government may not entirely exclude public **schools** from residential zones or from the boundaries of the municipality. 64 A.L.R. 3d 1087, 74 A.L.R. 3d 136; 6 Yokley, Zoning Law and Practice, Section 35-62 (4th ed. 1980).

Temperance of local **zoning** authority with regard to public **schools** stems from conflicting delegations of authority. Where cities and counties are given broad powers to regulate land use generally, **school**

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officials are often given specific authority over **school** site selection. This same situation exists in Wyoming.

For the State Board of Education, the legislature has said:

> (a) In addition to any other duties assigned to it by law, the state board [[of education] shall:
>
> i) Prescribe minimum standards with which public **schools** and other educational institutions receiving money from any state fund, except the University of Wyoming and the community colleges, must comply. Such standards shall relate to and include:
>
> * * *
>
> (B) Site selection and building and construction of public **schools**. . .

W.S. 21-2-304.

Subject to the authority of the State Board to establish minimum standards, **school** districts which are political subdivisions, Witzenburger v. State, supra, at 1110, 1113, fix the location of public **schools**. W.S. 21-3-110(a)(x).

In view of similar conflicts between **school** officials and municipal officials, the courts have applied one or more legal theories in order to resolve the dispute. The two most common legal theories applied by the courts are the doctrine of sovereign immunity and the theory of preemption.

Exemplary of the application of sovereign immunity is Hall v. City of Taft, 302 P.2d 574 (Cal. 1956). In that case, the California Supreme Court ruled that public **schools** were state property held in trust by local **school** officials, and as such, were exempt from the city's building restrictions. Involved in Hall were local **zoning** regulations and a municipal building code ordinance.

But in Port Arthur Independent School District v. City of Groves, 376 S.W.2d 330 (Tex. 1964), it was found that a **school** district was a political subdivision and not a state agency. Therefore, as a political subdivision, the **school** district was not cloaked by the state's sovereign immunity.

In Wyoming, minimum standards for **school** site selection are within the authority of the State Board of Education, clearly a state agency. Any waiver of sovereignty by the state must be clear and should not be inferred. Retail Clerks Local 187 v. University of Wyoming, 531 P.2d 884 (Wyo. 1975); Borad of Regents of Universities v. City of Tempe, 356 P.2d 399 (Ariz. 1960). As to **school** site selection, the Wyoming legislature has delegated that authority to state and local **school** officials and thus preempted county officials from applying their **zoning** requirements to public **schools**. Town of Atherton v. Superior Court, supra; Hall v. City of Taft, supra; Board of Regents of Universities v. City of Tempe, supra%u.

DISCUSSION OF QUESTION #3

The authority to adopt and enforce building codes or regulations is related to and yet distinct from **zoning** authority. Both are exercises of the police power delegated by the state. Both deal generally with the manner of constructing, altering, or repairing physical structures. 62 C.J.S. Munic. Corp. Sections 224, 225. Although perhaps an over simplification, it may help to think of **zoning** as embracing the location and use of physical structures and building codes as addressing the condition and structural safety of buildings.

The Wyoming legislature recently amended W.S. 35-9-121 to provide, in part:

> (b) The state fire marshal shall delegate complete authority to municipalities or counties who apply to enforce local or state fire, energy efficiency, building and electrical safety standards. The state fire marshal shall notify the governing body of the municipality or county of minimum fire prevention, energy efficiency, building and electrical safety standards and requirements of W.S. 35-13-101 and W.S. 35-13-102 and transfer jurisdiction and authority by letter.This delegation to local authorities does not evidence an intention to preempt the field of construction standards. As the state fire marshal's duties, before the amendment of W.S. 35-9-121 extended to public **schools**, those respo nsibilities now may be reposed in city or county officials upon proper application. W.S. 35-9-116.

Therefore, it is our opinion that a **school** district is subject to reasonable city and county building code requirements.

DISCUSSION OF QUESTION #4

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It being our opinion that public **school** construction does not constitute real estate subdivision, and that it is not subject to city, town, or county **zoning** authority, no fees in connection with those activities may be charged. State v. City of Kansas City, 612 P.2d 578 (Kan. 1980).

But, it being our further opinion that a public **school** is subject to reasonable city-town or county building codes, those entities may charge reasonable fees in direct relation to services provided. Kansas City v. School District of Kansas City, 201 S.W.2d 930 (Mo. 1947); Hartford Union High School v. City of Hartford, 187 N.W.2d 849 (Wis. 1971); Unemployment Compensation Commission v. Renner, 143 P.2d 181 (Wyo. 1943).

Steven F. Freudenthal
Attorney General

Peter J. Mulvaney
Deputy Attorney General

Civil DivisionJohn W. Renneisen
Assistant Attorney General

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1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.)

END OF DOCUMENT

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Exhibit B

Zoning of Governmentally-Owned Property in Other Jurisdictions

While some jurisdictions, like Central Wyoming College's home of Riverton and Fremont County, do not have a specific "public" zones within their zoning code, the City of Riverton does have the "Office and Institution" zone ("C-O"), which has been used to zone Central Wyoming College's campus. The Riverton Memorial Hospital (a public entity), and the Child Development Services of Fremont County, Inc., a nonprofit corporation, among other entities that are primarily public entities (though some private entities are included as having this zoning), also share this "Office and Institution" zone. Attached is an excerpt of Riverton's zoning map that shows CWC's main campus as being zoned Office and Institution. Per the Riverton zoning ordinance: "It is the intent of the office and institutional district 'C-O' to permit public, quasi-public, private, institutional and professional service uses."[4]

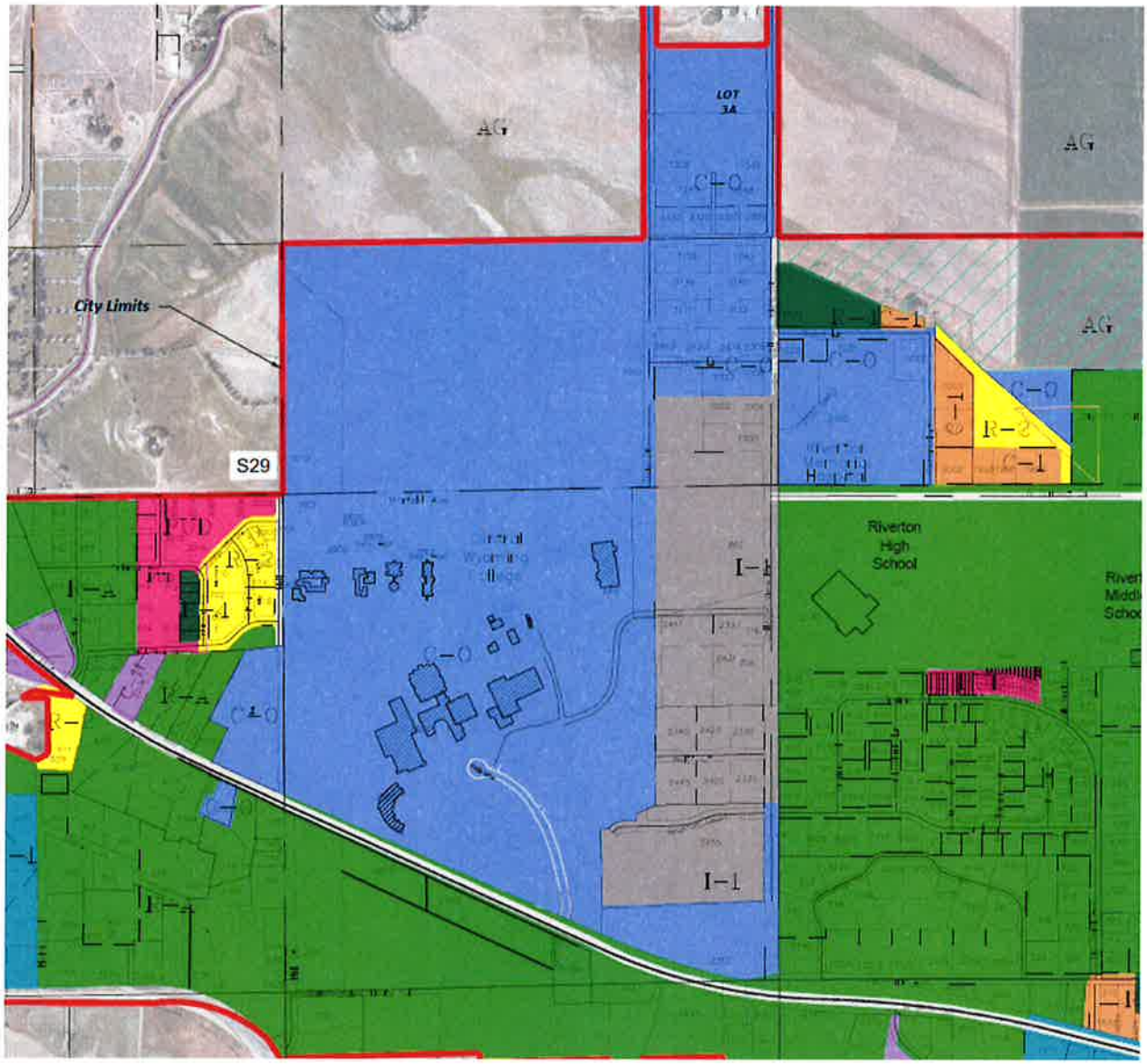
In addition, the City of Cheyenne —which has to deal with many state government buildings— has a "Public District" zone. And, the City of Cheyenne uses that Public District zoning for the many government building within that city.

The light blue in the Cheyenne zoning map excerpt below relates to the Public District, which "is intended primarily for public sites, buildings and uses where activities conducted provide service to the public, including educational facilities, recreational areas, and community service facilities" and is "applicable to government buildings and uses in areas where it is necessary to support adjacent or nearby development with public services or facilities, and specifically the Parks and Open Space or Public and Quasi-public future land use categories in the Comprehensive Plan."[5]

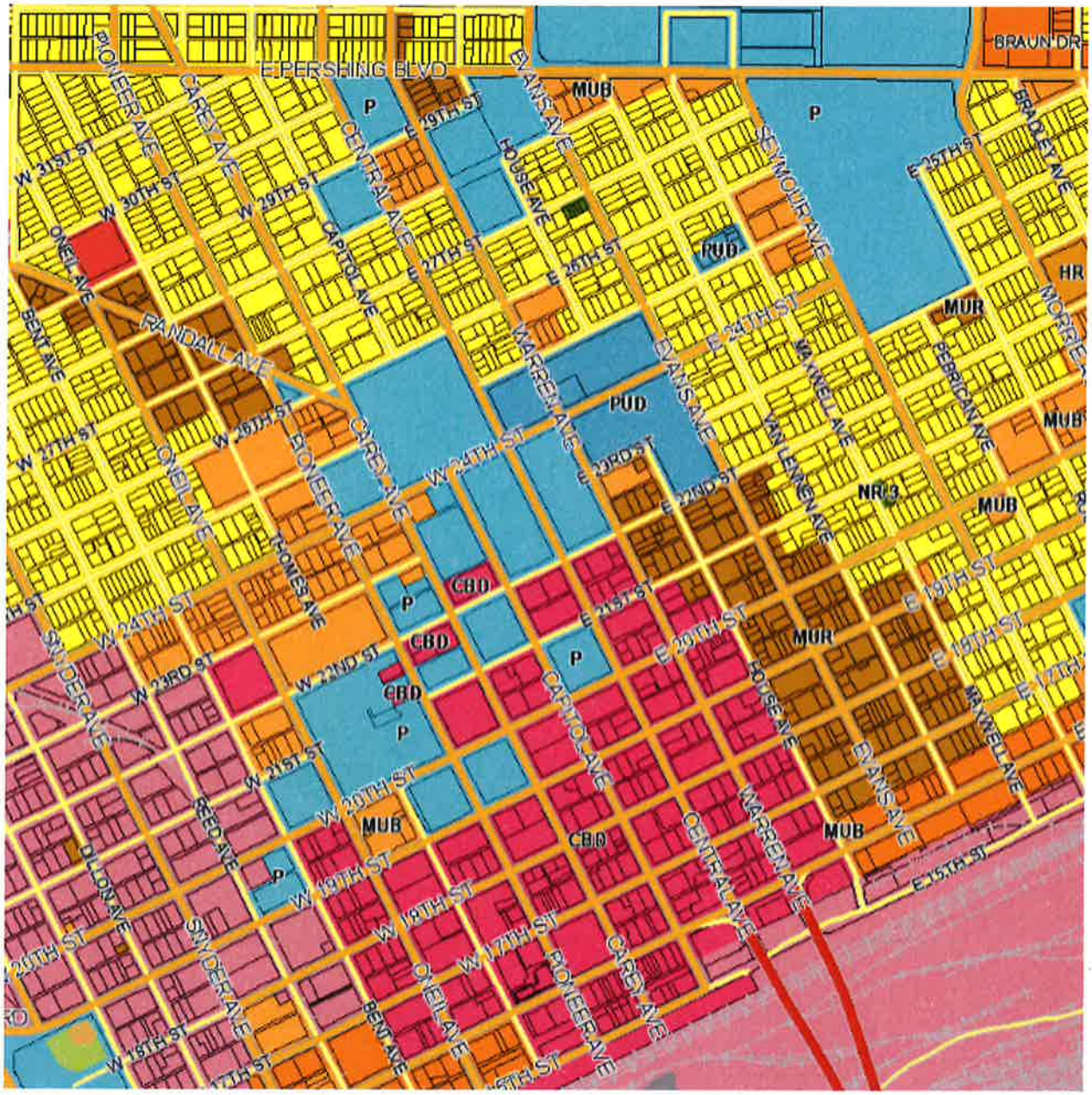
See attached zoning maps:

[4] http://qcode.us/codes/riverton/.
[5] https://www.cheyennecity.org/DocumentCenter/View/26398/Entire-UDC-as-amended-171113?bidId=

City of Riverton Zoning Map Excerpt



City of Cheyenne Zoning Map and GIS Excerpt



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CENTRAL WYOMING COLLEGE – JACKSON CENTER
PARKING MANAGEMENT PLAN - SCHEMATIC
Prepared by: Jorgensen Associates, P.C.
Date: August 27, 2018
Project No.: 17067

The Central Wyoming College – Jackson Center (CWC) is being developed on Lots 3 & 6 within the Stockhouse-Patterson addition to the Town of Jackson. This parking management plan considers the schematic design of the new building, its programming, and ensures parking demands are met on site and will not adversely impact adjacent neighbors and/or the Veronica Lane corridor.

Central Wyoming College - Jackson Center
CWC currently operates out of the Community Center for the Arts. The Science, Nursing, and Culinary Arts programs have specialized lab and classroom space requirements that require partnerships with Jackson Hole High School, St. Johns Medical Center, and the Elks Club to provide auxiliary spaces and to alleviate some of the classroom demands. The new Jackson Center will consolidate these programs within one approximately 18,000 square foot building. Note that offsite coursework such as Nursing, CNA, and outdoor classes will still have some portion of their programs off site or in the field. CWC Jackson is less than 500 feet away from 2 START Bus stop locations. Dense mixed-use development patterns exist in the area providing housing options within walking distance (< 1/4 mile) to the Jackson Center. Faculty and students residing in this neighborhood can readily utilize alternative modes of transportation to access the Jackson Center.

CWC does not operate as a traditional business with 8 a.m. to 5 p.m. standard operating hours. It is a college serving the needs of non-traditional students. As many of these students have traditional day time jobs, a significant period of their operation extends into the evenings (after 6 p.m.). This allows CWC the ability to distribute classes, etc. throughout the day in a manner that minimizes impacts. CWC is committed to accommodating their parking requirements by balancing supply with a series of strategies targeted and managing parking demand.

It is also important to recognize that CWC has the ability to manage how faculty and staff commute to the Jackson Center by imposing strategies that must be adhered to.

Parking Demand
Demand will be driven by the number of students, professors and administrative staff needing to be at Jackson Center at one time while courses are being taught. Therefore, the course schedule is the most impactful factor that will affect parking demand. The scheduling of courses is first designed to meet the needs and schedules of our community and then to work around community concerns such as traffic and parking. To that end, CWC is currently developing a scheduling model that will identify the number of students, instructors, and administrative staff

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that will be in the building at one time on an hourly basis. The model will allow shifting of class times to minimize the number of students on site at one time. Currently the peak demand for parking during business hours is estimated to be 43 people between 11am and 12pm. The highest peak demand of 60 people will occur between 8pm-9pm when the remainder of the neighborhood will be less active.

The parking demand will be compared to national and local parking demands identified based upon vehicular occupancy rates. Surveying existing students, instructors, and administrative staff to develop a CWC specific data set will assess current travel behavior and mode share to compare with standard rates. Parking demand by hour will be calculated based on people present at one time. Preliminary indications using standard rates and the proposed schedule indicate that the site addresses the probable demand. None of the on-street parking spaces available on Maple Way are considered in the calculations, providing a sizeable off-site parking supply buffer as a contingent supply to ensure no CWC overflow parking impacts neighboring properties.

Parking Strategies & Management Program

Parking management refers to policies, programs and strategies that result in more efficient use of parking resources. One does not solve parking demand by simply building more parking. Too much supply can be harmful as it makes commuting in a single occupant vehicle too convenient thus generating more traffic on Veronica Lane and the adjacent street network. Therefore, when developing the site plan, putting a reasonable constraint on parking will allow parking management to make the site more efficient and reduce the amount of traffic generated CWC.

Parking strategies and a management program will be developed to ensure supply is adequate. Cost-effective parking management programs can usually reduce parking requirements by 20-40% compared with conventional planning requirements, providing many economic, social and environmental benefits.

Strategies will be implemented in successive tiers as appropriate. Tier 1 strategies are anticipated to begin immediately upon the school opening its doors at the new location.

- **Tier 1 – Alternative mode use requirements:**
  - Schedule balancing – CWC has the ability to manipulate the class schedule in a manner that can alleviate peak parking needs on site.
  - Provide promotional information to students, employees and visitors about transit (START), rideshare and taxi services, bicycling facilities, and overflow parking options. Educate about the benefits and need for alternative travel modes.
    - Provide incentives for students to use START - CWC has begun conversations with START to identify opportunities for partnerships
  - Carpooling – Estimated at 1.3 persons per car. Provide priority located spots or other incentives for carpoolers
  - Bicycling – Bike Racks for 30 bikes are provided, 1 for each car parking space

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- Walking – Sidewalks are depicted in the site plan to provide an inviting environment for walking – Students can walk from nearby housing, START bus stops and on street parking on Maple Way.

- **Tier 2 – As built evaluation and Fees/Incentives**
  - Incorporate excellent walking facilities, including sidewalk upgrades if needed to allow convenient access to nearby destinations, overflow parking facilities and transit stops. This would require cooperation from the other lot owners and Home Owners Association. The current 40' right of way is large enough to accommodate 2 travel lane 1 row of on-street parking and 1 sidewalk (note that some vehicles are already parking in this space)
  - Conduct a 2nd round of building occupant surveys once CWC is operational to evaluate "build out" parking behaviors at Jackson Center and assess the need for imposing further management strategies such as specific fees and incentives.
  - Permit Parking - As much as possible, users should pay directly for the parking facilities they use. This will include an enforcement program. CWC has offered to provide this to the HOA.
  - Incentives could include discounts to local cafes and restaurants using punch cards for utilizing multimodal options among others

- **Tier 3 - Advanced Management Techniques**
  - Parking Study – Full study of Jackson Center and neighborhood demands will further alter scheduling and enhance incentive/fee program
  - Car share spots – Typically substitutes for 5 personal vehicles reducing 4 parking spaces.
  - Trip reduction program – cashing out parking spaces. Staff and students are offered, as an example, $50 per month. This typically reduces automobile commuting by 20%.

- **Tier 4 – Offsite and Overflow -** Develop a contingency-based overflow parking plan that indicates where is available nearby if on-site facilities are full, and how and spillover impacts will be addressed. For example, identify where additional parking spaces can be rented if needed. Begin providing offsite parking opportunities including:
  - Public on-street parking supplies - Maple Way is underutilized in the evenings or highest peak periods for the Jackson Center
  - Satellite parking - Private partnerships with nearby entities with parking supplies or entities in the Town of Jackson that are close the Town Shuttle

Project Plan Review History

PLANNING

Project Number	P18-047		**Applied**	2/21/2018	STOL
Project Name	Sketch Plan - CWC		**Approved**		
Type	SKETCH PLAN		**Closed**		
Subtype			**Expired**		
Status	STAFF REVIEW		**Status**		
Applicant	Jorgensen Associates, P.C.	**Owner**	FREMONT COUNTY COMMUNITY COLLE		

Site Address	City	State	Zip
235 & 255 VERONICA LANE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
STOCKHOUSE-PATTERSON ADDITION	22411632429003	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Jim Green		2/21/2018	3/14/2018		
Fire Kathy Clay	APPROVED W/CONDITI	2/21/2018	3/14/2018	2/23/2018	Please read notes

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

MEMO
FIRE REVIEW

TO: Brendan Conboy, Associate Planner
Tiffany Stolte, Office Manager

FROM: Kathy Clay, Fire Marshal

DATE: February 23, 2018

SUBJECT: Central Wyoming College
235, 255 Veronica Lane
P18-046, 047, 048, 049

This office has received the request for a <summary of project> at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.

PLEASE TAKE SPECIAL NOTE OF ALL ***STARRED*** ITEMS.

Comments include, but are not limited to:

General Requirements
1. Fire apparatus access shall be provided. (2015 IFC 503.1.1)
2. Visible address numbers, a minimum of 4 inches in height and 0.5 inch stroke width, shall be installed on all structures. (IFC 505.1)
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
8. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 908.7)
9. Final fire inspection shall be required before certificate of occupancy is released.
10. Plans submitted to Fire Department for review shall consist of one set of paper plans and one set of electronic plans (CD, thumb drive, or PDF format).

Sprinklers
1. As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7) Unless specified within construction document notes, systems shall be designed to NFPA 13.
2. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
3. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
4. Water main shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydro testing. (IFC 901.4.1)
5. Fire flow requirements shall meet Appendix B of the International Fire Code.
6. Pitot water flow test is required on all new fire sprinkler installations for NFPA 13R and NFPA 13 systems. Plans will not be approved without certified test. (NFPA 291)
7. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
8. Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension and shall be accessible from outside grade. (IFC 903.2.11.1.1)
9. Concealed spaces within NFPA 13 protected structures having combustible materials shall comply with the requirements and may require additional protection. (IFC 903.3)
10. Exterior overhangs exceeding 4 feet shall be protected using fire sprinklers when combustible construction is used (NFPA 13).

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

11. Exterior egress stairways built of combustible construction shall be protected with fire sprinklers (NFPA 13).

Alarms

12. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment.

(IFC Chapter 9)

13. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.

14. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.

15. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC915.1)

Elevator, if provided

16. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607)

Kitchen Fire Suppression

17. Commercial cooking hood exhausting foods creating grease laden vapors shall be of Type I and follow requirements of the International Mechanical Code. (IFC 609.2)

18. The automatic fire extinguishing system for commercial cooking systems shall be tested in accordance with UL300. (IFC 904.1)

19. Horn strobe shall tie into the fire extinguishing system under the commercial hood and be placed to alert occupants in the dining area (IFC 904.3.4)

Please feel free to contact me if you have any further questions at kclay@tetoncountywy.gov or 307-733-4732.

Legal	APPROVED	2/21/2018	3/14/2018	3/14/2018
A Cohen-Davis				

Parks and Rec	NO COMMENT	2/21/2018	3/14/2018	
Steve Ashworth				

Pathways	APPROVED W/CONDITI	2/21/2018	3/14/2018	3/21/2018
Brian Schilling				

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

(3/21/2018 3:49 PM STOL)
P18-046 to 049, 235 and 255 Veronica (CWC) Pre-app
Comments from Teton County/TOJ Pathways Department
Status: approved w/conditions

- General
  - This area of town is highly supported by transit and convenient bicycle access to housing and other destinations throughout town. The development should prioritize access by bicycling and walking, and de-emphasize the standard car-oriented style of development seen in many of the surrounding properties. Given that it's a college building, it should include outstanding bicycle parking facilities, comfortable sidewalks, and elements that make walking and biking a viable, preferred option. The site should not be dominated by car-oriented infrastructure. (Currently half the site is dedicated to car access and parking).
  - Dedicate more space to infrastructure that supports the purpose of this development—learning, and less space to storing personal vehicles.
  - Make transit access a priority.
- Bicycle Parking
  - Given the location, type of use, and parking plan of the proposed development, there will be a high demand for bicycle parking.
  - Bicycle parking is a critical element for a college building.
  - Staff supports crediting the bike parking toward the development's overall parking requirement.
  - The bike parking should ideally be a mix of short-term (for visitors, frequent/regular use) and long-term (for employees etc.).
    - Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more "single inverted-U" racks. "Wave," "ribbon," and "toaster" style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The rack area should be as close as or closer to the front entrance than the nearest car parking space, visible from the front entrance, hardscaped, and should not obstruct pedestrian flow.
    - Long-term parking (for employees/residents parking for more than afew hours—i.e. all-day or overnight): the recommendations for long-term parking include providing a secure, conveniently-accessed, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the business or residence, but should be located in a secure or monitored location or in a locked enclosure. Clustered bike racks, wall racks, or external bike lockers (i.e. not an indoor closet) are appropriate.
  - At least one bike parking space should be provided for each car parking space.
  - The bike parking should be constructed on a concrete pad. A grass surface will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft.
  - The proposed location indicated on sheet A-01 works—concrete surface, near the main entrance—but it appears that there may be a capacity issue. It will be difficult to fit a sufficient number of racks in the indicated space.
  - The rack area should be covered to provide sheltered parking, even for short-term parking.
  - Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant's landscape requirements. Conversion of a car parking spot to bike parking would also be supported.
  - Rack details and locations should be shown on site plans.
  - Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation.
- Sidewalks
  - Sidewalks should be buffered from adjacent travel lanes by vegetation and/or surfacing.
  - On Veronica Lane, the row of trees should be placed adjacent to the curb to provide a buffer between the street lane and the sidewalk. The sidewalk should still be offset from the building face enough (at least 2') with vegetation or softening features that there is a 6' minimum clear space for pedestrians to walk. The proposed curb line along Veronica Lane could be moved to the east if necessary in order to accommodate an improved cross section.
  - Similar concern for the access road to the parking area—make this a detached sidewalk so that pedestrians are not walking immediately adjacent to the travel lane.

Planning Brendan Conboy	NO COMMENT	2/21/2018	3/14/2018	See Staff Report
Police Todd Smith	NO COMMENT	2/21/2018	3/14/2018	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Public Works	APPROVED W/CONDITI	2/21/2018	3/14/2018	4/5/2018	

Brian Lenz
(4/5/2018 6:21 PM BTL)
Sketch Plan Review – APPROVED with Conditions

P18-047
Jorgensen Associates, Brendan Schulte; for Central Wyoming College
235 & 255 Veronica Lane

4/5/2018
Brian Lenz, 307 733-3079

*The following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Department requests applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).

PRIOR TO DEVELOPMENT PLAN APPROVAL:

A construction-staging narrative and plan shall be submitted.

A detailed potable water system plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:
1. Backflow device type, size, and locations
a. This development shall be equipped with a Reduced Pressure Principal Valve Assembly.
b. Any additional backflow prevention required by code, or recommended by the design engineer, shall be installed on the lab fixtures.
2. Water meter sizes and locations
3. Calculations, methodology, and modeling supporting the water calculations in the Engineer's Report, including fire demands.
a. Modeling and calculations should show if any upgrades to the water supply structure are required for this project. The Town's water supply lines in Maple Way are only 6-inch diameter, and the line in Veronica is only 4-inches.
b. A flow test of the Patterson-Stockhouse hydrant is recommended to verify modeling.
4. Consideration of the design to minimize the number of abandonments and connections to the water main, e.g. can the 4-inch service be tapped from one of the 1-inch abandonments.
5. The Town's understanding of the 4-inch private watermain in Veronica Lane is that it is not constructed to current Town Standards, and is not constructed of standard potable water supply materials, which should be considered in the design.

An irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR's.

A detailed sanitary sewer system plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:
1. Calculations, methodology, and peak flows for the wastewater calculations shall be included in the Engineer's Report.
2. Provide additional information on the lift station referenced in Engineer's report.
3. Consideration of the design to minimize the number of abandonments and connections to the sewer main, e.g. can the new 6-inch service and manhole connect at one of the 4-inch abandonments. Is a 4-inch service adequate and utilize one of the existing services?
4. The proposed doghouse manhole does not meet TOJ standards and should be installed as a pre-cast base with boots.

A Wyoming DEQ permit to construct is required for the construction of the water and sewer utilities.

Where ToJ standard details are used, use the latest standard detail, e.g. the typical trench detail does not meet the Town's standards. Providing a reference to the standard detail used is helpful for review purposes.

A detailed stormwater management plan for the site shall be provided on the plans consistent with the LDR's.
1. Pollution Abatement. Where a physical development, use, development option, or subdivision will cause the introduction of new pollutants into the runoff water, adequate provision shall be made for the storage, treatment, and removal of such pollutants.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

2. Review storm water calculations for the pavement C value and weighted C value. It appears to be zero in this application.
3. Underground infiltration systems require a notice of intent filed with the Wyoming DEQ for a 5D2 Rule Authorized UIC permit for storm water drainage facilities.
4. Results of 2018 groundwatermonitoring.

A complete grading and erosion control plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:

1. Proposed contours, spot elevations, break lines, tie ins to adjacent road and property grades.
2. Snow Storage area calculations; porous paver details. Clarify if snow storage takes up parking spaces.
3. Provide runoff routing information for the roof and it's drains.
4. A pre-application conference for engineering will be required prior to building permit submittal.
5. ADA parking and access isle dimensions.
6. Dimensions of Parking along the building and sidewalk to allow for 2-feet of overhang. Rough scaling of the plans shows 18-foot long spaces with only a 5-feet wide sidewalk, which would reduce the sidewalk to less than 4 feet with a 2 feet overhang.
7. 3-inch-thick paving in two 1.5-inch thick lifts is not typical
8. Review water and sewer crossing detail. Notes 1 and 2 are the same.
9. Design engineer shall be required to inspect and certify final grading.

Public sidewalks and accessible route sidewalks shall conform to ADA standards.

Veronica Lane does not meet the standards for on street parking, which has been an issue, and could impede emergency access. No parking signs should be installed with the project.

For ease of review, it helps if the architecture, existing conditions, and civil plans are oriented the same way.

PRIOR TO BUILDING PERMIT APPROVAL:

The applicant shall be required to submit for Town Engineer and Planning Director approval a detailed construction staging/phasing plan and narrative on the expected public impact.

A complete and detailed landscaping plan shall be required.

All work to be completed within the Town's right-of-way shall be specifically addressed.

PLEASE BE ADVISED THAT:

A Public Right-of-Way (Encroachment) Permit is required for any work within the public right-of-way.

Water and sewer services to be abandoned for the project shall be abandoned at the main.

Infrastructure improvements necessary to meet the capacity demands and requirements for the proposed development shall be the responsibility of the developer. The Town of Jackson is not responsible for upsizing or extending of potable water, sanitary sewer, or storm drainage to meet development needs so long as the existing utility systems are within a reasonable distance of the subject property.

Nothing in this approval constitutes an endorsement by the Town of Jackson of the construction or the design of the facility described herein.

This approval does not relieve the applicant from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

J:\Public_Works\Engineering\DEVELOPMENT BY ADDRESS\VERONICA_LANE\225-235\APPLICATIONS\P18-046-049 SKETCH\P18-047 SKETCH Plan APPROVED w Conditions.docx

TC Housing Authority	NO COMMENT	2/21/2018	3/14/2018	2/21/2018	No Housing Requirement
Stacy Stoker					

CWC Jackson Center
Sketch Plan Application, Conditional Use Permit and Zoning Map Amendment

Applicant:

Central Wyoming College
2660 Peck Avenue
Riverton, WY 82501

Prepared by:

Jorgensen Associates, P.C.
Engineers, Land Surveyors, & Planners
1315 Highway 89 South, Suites 201 & 203 83001
P.O. Box 9550
Jackson, WY 83002
307.733.5150

Town of Jackson
Submittal Date: February 16, 2018
Jorgensen Associates, P.C.
Project No. 17067

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SECTION 1 - PROJECT BACKGROUND, OVERVIEW, FINDINGS AND RESPONSE TO SUBMITTAL CHECKLIST

A. PROJECT BACKGROUND & HISTORY

Central Wyoming College (CWC) is a two-year college serving Fremont, Hot Springs and Teton Counties. The main campus is located in Riverton, Wyoming and serves their region with outreach centers in Lander, Jackson, and Dubois, each designed to meet the needs of the community including Sinks Canyon and the Wind River Indian Reservation. CWC currently offers Associate Degrees and certificates in 36 academic areas as well as many community education courses including foundational courses for English as a Second Language, Adult Basic Education and High School Equivalency.

CWC was founded in 1966 and serves under the direction of the Wyoming Community College Commission and accredited by the Higher Learning Commission. CWC's academic programs have articulation agreements with the University of Wyoming as well as many notable Universities. The CWC-Jackson Outreach Center (CWC-Jackson) opened in 1976. Growth over the years led it to move locations several times. CWC-Jackson currently operates out of the Center for the Arts where it has resided since the construction of the building. All of the academic programs have grown, however the biggest classroom challenges come from the Science, Nursing, and Culinary Arts programs which require specialized lab and classroom spaces. Partnerships with Jackson Hole High School, St. Johns Medical Center and the Elks Lodge provide auxiliary spaces and help alleviate some of the classroom demands. The new Jackson Center will consolidate these programs all under one roof, cultivate quality educational programming with dedicated classroom and lab space, accelerate graduation rates, resulting in higher completion.

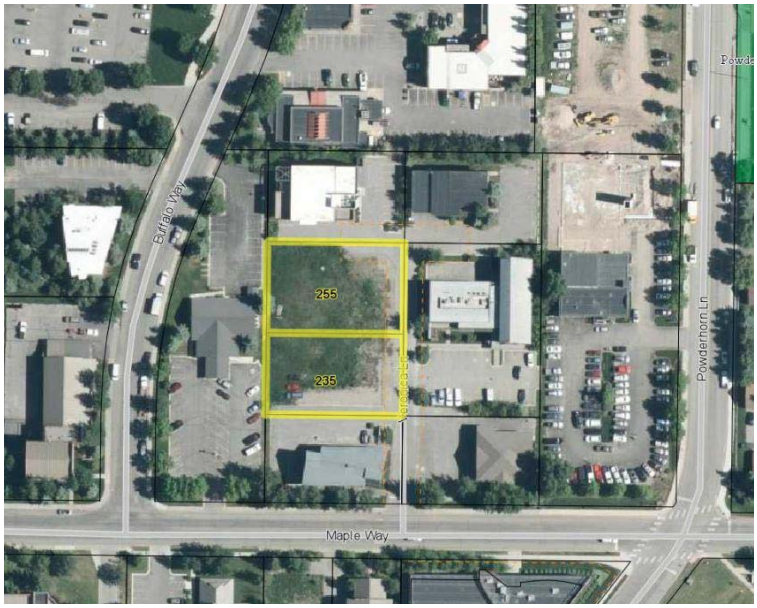
In 2017 the Jackson Hole Community voted via referendum of the Special Purpose Excise Tax (SPET) to fund the acquisition of land in the Town of Jackson (TOJ). Lot 3 and 6 of the Stockhouse-Patterson Subdivision, just north of Kmart on Veronica Lane, were purchased. The new CWC-Jackson Center will be located at 235/255 Veronica Lane to house all coursework and specifically provide long needed medical and culinary facilities.

B. LOCATION & ZONING

The site is located just north of Kmart and two blocks south of the "Y" intersection of Broadway Avenue and U.S. Highway 22. It is more particularly described as Lots 3 and 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Plat No. 822, as recorded in the Office of the Clerk of Teton County Wyoming and is addressed as 235 & 255 Veronica Lane, Jackson, WY. Plat No. 822 depicts the dedicated building envelopes for lots 3 and 6 as being 8,012 SF and 7,608 SF respectively.

The site is approximately 270 feet and 600 feet away from the START bus locations on Buffalo

Way and Maple Way respectively. The character of the surrounding neighborhood is comprised of a mix of uses including service, retail, large scale commercial, office, and housing. Workforce housing is present in a variety of types that includes single-family, duplex, and multifamily structures. The site is currently located within Jackson/Teton County Comprehensive Plan (Comp Plan) District 4 – Midtown, Subarea 4.3 – Central Midtown. The overall goal is to transform the area into a walkable mixed-use district with improved connectivity and increased residential population. *"Mixed-use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Mixed use and multi-family residential buildings should be a combination of two and three-story structures oriented to the street, though a buffer should be paced between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view."*



The site is located in the Auto-Urban Commercial (AC) Zone. This proposal contemplates a zone change to Public/Semi Public (P/SP) for these two lots thus reducing the complexity of the review process. This property is not within the Natural Resource Overlay (NRO) or the Scenic Resources Overlay (SRO).

The subdivision is regulated and managed by the Home Owners Association(HOA). The Covenants, Conditions and Restrictions are attached in **Section 6**. Veronica Lane is a private road allowed by TOJ as part of the approval of the subdivision and codified in resolution No. 99-03 attached in **Section 4**. The result of this resolution is that the HOA is responsible for the operation and maintenance of the road, sewer and water utilities up to the point of connection of TOJ responsibly which terminates at the intersection of Veronica Lane and Maple Way.

C. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & APPLICANTS:
Central Wyoming College
2660 Peck Avenue
Riverton, WY 82501

LAND PLANNING, SURVEYING & ENGINEERING
Jorgensen Associates, P.C.
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ARCHITECTURE
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3198 Speer Boulevard
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www.amdarchitects.com

Carney Logan Burke Architects
215 S. King Street
Jackson, WY 83001
307-733-4000
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D. CURRENT PROGRAMMING & DEVELOPMENT PROPOSAL

The new CWC-Jackson Center will provide proper programmatic spaces for unique education programs which include dedicated science laboratories, simulation nursing labs, lab space for allied health programs, and the culinary arts program. The programming for this facility was selected by the CWC Board after a carefully executed design process led by the architect. **The Level II Report** that details this process is included in **Section 4** for reference.

The majority of CWC programming uses a traditional schedule with fall and spring semesters. Fall semester begins on the last Monday of August and ends the 2nd week of December. Spring semester begins the 2nd week of January and continues through the 1st or 2nd week of May. These semesters are 15 weeks long. The summer schedule begins the day after Memorial Day and generally lasts 10 weeks. Currently CWC-Jackson do not offer in-person classes in the summer but do anticipate offering in-person classes once the new building opens.

The Culinary and Hospitality Program runs under a condensed schedule to accommodate the employment needs of Teton County's resorts, hotels, and restaurants. The majority of in-person classes are offered for 9 weeks in the fall (10/1 to 12/1) and in the spring (3rd week of March to before Memorial Day). Students are involved in work-study internships during the summer and winter seasons.

This application contemplates a Zoning Map Amendment in order to change the Zoning from Auto-Urban Commercial (AC) to Public Semi-Public (P/SP-ToJ). According to Section 4.2.1 Public/Semi-Public –Town of Jackson Land Development Regulations (LDRs)…

> "*The purpose of the Public/Semi Public - Town (P/SP-ToJ) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district."*

Due to unique needs and requirements for this project, the flexibility afforded by this zone is necessary to accommodate the design, specifically the floor area, LSR, and lot coverage that does not comply with the underlying zoning. A more detailed accounting of these values is listed under Section 1.E. Development Program. However, the height of the building is 35' which is the standard of the underlying zoning and generally the building will conform to the general bulk and scale of the buildings in the neighborhood especially to the non-conforming four-story building to the north at 275 Veronica Lane.

E. FINDINGS FOR APPROVAL

I. 8.3.1.C. Sketch Plan - Findings for Approval

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan (Comp Plan).

Complies. The CWC-Jackson Center will be located in Comp Plan District 4 – Midtown, Subarea 4.3 – Central Midtown, which calls for walkable schools, commercial, and recreation. *"Midtown contains many of the service, office and retail establishment that meet Teton County Resident's needs. It also contains a significant amount of workforce housing is a variety of housing types, including single-family, duplex and multi-family structures."* The Midtown district requires buildings that are two to three stories in height and for projects to consider designing an attractive pedestrian environment that is walkable with mixed uses. The CWC-Jackson center considers these components in its site plan attached in **Section 3**. The building is two stories. A landscape buffer is designed between the building, the street and the sidewalk providing a safe walking environment for pedestrians.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

Not Applicable. The CWC-Jackson Center property is not located within the Natural Resource Overlay (NRO) or the Scenic Resource Overlay(SRO), and this finding is therefore not applicable.

3. ***Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.***

   Complies. CWC-Jackson Center is an infill development, and will not result in increased impacts on availability of these services. Police, ambulance, and fire services currently serve the area from TOJ. This non-residential development is not expected to generate the need for more capacity at local schools as would a residential development. CWC Jackson is consolidating the existing use that is currently satisfied by multiple facilities around town into one convenient location close to multiple modes of transportation which will reduce traffic locally.

   Potable water and waste water is provided through sewer and water lines owned and maintained by the Home Owners Association (HOA). TOJ provides capacity and hooks into the HOA system at the intersection of Veronica Lane and Maple Way. TOJ will charge capacity fees to offset the impact of this project on our local water and sewer treatment systems.

4. ***Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan.***

   Complies. The purpose of Sketch Plan review is to determine general consistency with the LDRs at a preliminary, conceptual level before development is fully designed, with the objective of identifying opportunities to achieve desired community character, development related issues, discuss alternative designs that may better implement the LDRs and identify natural and scenic resource protection requirements.

   As presented with the proposed Zoning Map Amendment this project complies with all relevant standards of the LDRs.

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

   Complies. There are no currently approved permits on the site with the exception of the platted subdivision and its Master Plan. The project will comply with all setbacks established by the subdivision. The dimensional limitations provided in the master plan are not applicable due to the Zoning Map Amendment application to change to Public/Semi Public.

II. 8.4.2.C. Condition Use Permit (CUP) – *A conditional use permit shall be approved upon finding the application:*

1. ***Is compatible with the desired future character of the area;***
   Complies. CWC-Jackson is compatible with the character defining features of the area stipulated in the Comp Plan. These features include a walkable mixed-use district with improved connectivity and increased residential population. The building is a non-residential use located predominantly on the street level. It is two stories that is oriented to Veronica Lane with a landscape buffer placed between building and the street with green space. The parking lot is predominantly located behind buildings or screened from view.

2. ***Complies with use specific standards of Div 6.1;***
   Complies. CWC-Jackson is an Institutional Use under Daycare/Education for education instruction which is a use allowed both in the underlying AC zoning and the proposed zone change to Public/Semi-Public.

3. ***Minimizes adverse visual impacts;***
   Complies. CWC-Jackson has gone through an extensive planning process detailed in the level II Report. Stake holder input was included in the selection of a design that has a contemporary aesthetic and fits the character of the neighborhood. The building is 35 feet in height which is actually the height standard of the underlying zoning and does not exceed neighboring structures.

4. ***Minimizes adverse environmental impacts;***
   Complies. The project site has no known natural resources present and is not within the Natural Resourse Overlay(NRO). Stormwater will be detained on site at a rate that complies with the regulations to reduce runoff. Multimodal transportation options (Bus, Bicycle, walkable neighborhood) will mitigate the carbon footprint of the building which is already an improvement over the current program of students traveling to different facilities across Teton County.

5. ***Minimizes adverse impacts from nuisances;***
   Complies. Native non-fruit producing plantings will be specified in the landscape plan during the final development plan process to eliminate wildlife nuisances. Litter will be prevented by onsite custodial staff. Parking will be confined to the site and off of Veronica Lane.

6. ***Minimizes adverse impacts on public facilities;***
   Complies. See Section E.I.3 above.

7. ***Complies with all other relevant standards of these LDRs and all other Town Ordinances; and***
   Complies. To the knowledge of the applicant, the application is consistent with the LDRs and all Town Ordinances.

8. ***Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***
   Complies. See Section E.I.5 above.

III. **8.7.2.C. Zoning Map Amendment Findings for Approval -** *The advisability of amending the Official Zoning Map is matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:*

1. Is consistent with the purposes and organization of the LDRs;

Complies. The purpose and intent of the LDRs is to implement community vision, implement common values of community character, including ecosystem stewardship, growth management, quality of life, implement the illustration of our vision, and have predictable regulations, incentives and allowances. By approving the zone change to P/SP the CWC-Jackson can built in its most ideal location on Veronica that fits the character of the neighborhood, consolidates these programs all under one roof, cultivate equality educational programming with dedicated classroom and lab space, accelerate graduation rates, resulting in higher completion.

2. Improves implementation of the desired future character defined in the illustration of Our Vision Chapter of the Comprehensive Plan;

Complies. Part of our vision is "Growth Management and striving to divert 60% of growth into suitable locations. The project site is a perfectly suitable location for this type of use and building of such bulk and scale. It is compatible with the character defining features of the area stipulated in the Comp Plan for District 4. These features include a walkable mixed-use district with improved connectivity and increased residential population. The building is a non-residential use located predominantly on the street level that is two stories that is oriented to Veronica Lane with a landscape buffer placed between building and the street with green space. The parking lot is predominantly located behind buildings or screened from view.

3. Is necessary to address changing conditions or a public necessity; and

Complies. In order to provide CWC-Jackson with the flexibility to build the school that fits their program as compiled and researched in their Level II study during a lengthy design and selection process, this zone change is required. The skilled workers that CWC-Jackson generates for our community are a public necessity

4. Is consistent with other adopted Town Ordinances.

Complies. To the knowledge of the applicant, the application is consistent with all Town Ordinances.

F. PROPOSED DEVELOPMENT PROGRAM

I. Structure, Location, and Mass –The building is 35 feet comprised of two stories and will have a square footage of 17,358 SF. Programming for consists of Nursing (29%), Science (12%), Culinary/Hospitality (19%), Shared Space (42%). See pages II-4 & II-5 in said Level II Report for more specific details on how the square footage is broken up between all of the different programs. The building is located within the building envelopes depicted on Plat 822 for Lots 3 and 6.

II. Maximum Scale of Development – designed as 17,358 SF not applicable in P/SP zone

III. Lot Coverage – Designed as 0.34 but not applicable in P/SP zone

IV. Minimum LSR – Designed as 0.10 but not applicable in P/SP zone

G. FENCING

No fencing is proposed at this time.

H. EXTERIOR LIGHTING

Will comply with the LDRs and be determined at Final Development Plan.

I. LANDSCAPING

Will be finalized at Final Development Plan with a landscape plan and bond estimate.

J. SIGNS

Will comply with the LDRs and be determined at Final Development Plan.

K. GRADING EROSION CONTROL, STORMWATER MANAGEMENT

See Engineers Report **Section 2.J,** Civil Site Plan **Section 3.2,** Stormwater Calculations in **Section 5.3**.

L. ALLOWED USES
CWC-Jackson is classified Institutional: School under the LDRs. See Level II Study in **Section 4** for more specific breakdown of the curriculum for the school.

M. PARKING AND LOADING
See Engineer's Report **Section 2.I.**

N. SUBDIVISION
No subdivision is contemplated in this application. As part of the development agreement signed as part of the Final Development Plan Approval an affidavit of lot line abandonment will need to be signed and recorded by the applicant. This will abandon the common lot line between Lots 3 and 6 allowing the building and site improvements to cross lot lines and building envelopes depicted on Plat No. 822.

O. EMPLOYEE HOUSING
Exempt under Division 6.3.1.E of the LDRs.

P. TRANSPORTATION FACILITY
CWC-Jackson will have access to the private road Veronica Lane as per plat No 822. Onsite lockable bike storage will be located on site as part of the final development plan. Spaces for 20 bicycles will be provided as recommended by Teton County/TOJ Pathways Department. Further detail of the type, use and location will be specified during the Final Development plan.

Q. REQUIRED UTILITIES
See Engineer's Report **Section 2.D, E, & F.**

R. MAXIMUM SCALE OF USE
See level II Report in **Section 4.**

S. OPERATIONAL STANDARDS
CWC-Jackson will have an onsite refuse and recycling that will be located as part of the final development plan.

T. OTHER
A Neighborhood Meeting was conducted at the Center for Arts from 5:30 to 7:00 pm on February 15th, 2018. A tabulation of who attended is compiled with noticing requirements in **Section 5**.

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SECTION 2 – ENGINEER'S REPORT

A. INTRODUCTION

The Central Wyoming College – Jackson Outreach Center will be an 17,358 SF two-story single building college campus facility. The building will consist of traditional classrooms, instructional kitchen areas, faculty offices, culinary and a medical nursing training facility. The facility will provide traditional college courses, career development courses, and classes for personal/community enrichment.

The project site was operated as a ranch before the general area was developed. The subject properties have never seen development.

The site is located at 235 and 255 Veronica Lane in the Town of Jackson being Part of the SE 1/4 of Section 32, Township 41 North, Range 116 West of the 6th Principle Meridian. These are the last two undeveloped lots in the Stockhouse-Patterson Addition. Access to the site will be from Veronica Lane - a two-lane, one-way paved road attached to Maple Way, Town street in west Jackson.

The water and sanitary sewer services will be connected to service lines owned and controlled by the subdivision HOA. The HOA owned service lines which run along Veronica Lane connect to Town of Jackson Water and Sewer Mains at the intersection of Maple Way and Veronica Lane. Maintenance of the HOA owned service lines on Veronica Lane is the responsibility of the HOA. Maintenance of the lines from HOA service lines to the subject property is the responsibility of the Lot Owner. Snowplowing, Graveling, Road and Parking Lot Construction, and Maintenance on the subject lot will be the responsibility of the Lot Owner.

At this point the overall details have not been finalized, though only a few issues remain to be completed prior to the Final Development Plan. The general engineering concerns are discussed here.

B. SOILS

A geotechnical investigation for the site was completed as part of the development plan. The field investigation was performed on Nov. 6th, 2017. The site is generally underlain by sandy gravel and cobble alluvium of the Cache Creek alluvial floodplain. All test pits encountered about two feet of sandy silt topsoil underlain by stony alluvium. The topsoil was logged as moist, dark brown, medium stiff, sandy silt. The alluvium was described in the field as slightly moist to moist, tan and light grey with rusty blotches, medium dense, primarily consisting of 70-75% gravel and cobble to 15-inches in diameter with a clayey silt and sand matrix. The geotechnical report does note the possibility of undocumented fills. For further information regarding the site soils see the attached full Geotech report.

C. GROUNDWATER

Groundwater levels were observed to be between 6.5’ and 8’ below ground surface during the site investigation on Nov. 6th, 2017. The investigation occurred after what is considered the peak seasonal groundwater level in this area. Therefore, it is recommended that groundwater levels are monitored during the spring 2018 runoff season. Soils with rust staining (i.e., “gleyed soils”) were observed in both pits within about 3-4 feet of the ground surface. Gleyed soils occur in anoxic environments and may indicate levels of sustained high groundwater. Due to the possibility of seasonally high groundwater levels, a basement is not recommended and any mechanical equipment placed in crawlspace areas should be moisture insensitive. Two groundwater monitoring wells were installed during the site investigation and will be monitored during the spring of 2018.

D. CABLE UTILITIES AND GAS

Cable utility service will be provided by the local utility companies: Lower Valley Energy (electricity), Century Link Communications (telephone and communications), Spectrum Communications (cable television and communications) and Silverstar Communications (communications). There is natural gas supply in the area from Lower Valley Energy, and a connection is expected.

The project proposes to bring electrical power and communications from existing lines and vaults located to the North and West of the site. The power and communication lines will be buried from the connection points to the property where a transformer will be located. Natural Gas will be brought in from an existing line on Veronica Lane as shown on the site overview sheet. Schematics of the new routing and pedestal placements are shown on the accompanying Sketch Plan Drawings and will be finally coordinated with the utility companies prior to Final Development Plan.

E. WATER SUPPLY

As part of the initial subdivision work in 1994 a 4” waterline was installed along Veronica Lane. This water line is connected to the Town of Jackson water supply system.

To connect the Town's water system to the property a 4" tap will be made. This tap will supply the building's domestic water demands, the irrigation demands, and the fire sprinkler demands. The domestic supply will be diverted through a 2 1/2” line with a separate curb stop. The fire sprinkler system will connect directly through the 4” line. This design is shown in the plan set. Demand calculations predict a peak domestic demand of approximately 85 gpm.

F. WASTEWATER

An 8" PVC sewer main runs along Veronica Lane in a 40 ft. wide easement along the property and adjacent properties. This project proposes to connect to this sewer main for wastewater disposal and treatment. Only one connection to the main is planned at this time. On the north side of the building a separate sanitary line will exit from the building carrying wastewater from the kitchen

classrooms. The wastewater line from the kitchens will run to a 1,000-gallon grease waste interceptor before connecting to the main sanitary service. All service lines will be 6" PVC sloped at 2% minimum. The 6" sanitary service line is connected to the existing 8" PVC sewer main via a new manhole. The ability of the existing lift station and Town of Jackson infrastructure that serves Veronica Lane to handle the increased flows from the project will be confirmed. All construction will comply with Town of Jackson standards.

G. TRAFFIC

Veronica Lane, in front of the subject property, is a two-lane access road that is connected to Maple Way. Maple Way is a two-lane road with on-street parking connected to Highway 89, or Broadway, which is a 5-lane highway with a sidewalk on the east side of the roadway There are many opportunities for implementation of Traffic Demand Management strategies for the project. The project will incentivize active travel and public transit while dis-incentivizing vehicle use for short local trips.

Start Bus stops are located on Maple Way and Buffalo Way and will facilitate access to public transportation for students and employees of Central Wyoming College. Both stops are frequented by the longer distance and Town Shuttle START bus routes. The location of the campus within the Town of Jackson will allow CWC users to commute via foot and bicycle. A bike path terminus is located 800' to the South East next to the "New" Post Office on Elk Run Lane. This bike path access should allow bicycle users to safely commute to CWC from throughout Jackson and the valley.

As most of the classes are scheduled to meet the needs of students, CWC-Jackson has the flexibility to schedule classes throughout the week to reduce stress on parking and commuter traffic. All students will be provided with access to Start Bus and Pathways information to encourage them to take mass transportation.

A more detailed Traffic Impact Statement is attached as part of this Sketch Plan submittal in **Section 5.**

H. ROADS AND ACCESS

Vehicle access into and out of the property will be through the north and south parking access areas from Veronica Lane as shown on the Site Plan sheets. The project access and circulation has been coordinated with Teton County Fire Marshal. Road widths and circulation meet the needs for emergency vehicle access. The access drive and internal circulation will be constructed to support highway HS-20 loading. The roads conform to the Town's standards.

I. PARKING

Parking standards for this Institutional Use is determined through an independent calculation both in the P/SP zone and the underlying AC zone. In order determine a conservative parking regulation we make the following assumptions: there are seven fulltime staff on site all day; 14 adjunct staff that only attend when they teach; students will come and go all day/evening

spreading out the need for parking; scheduling of all classes is adaptable[1] if needed; the availability of multimodal transportation options can reduce parking demands by up to 20%.[2]

With an independent calculation of 1.5 parking spaces per 1,000 SF floor area. The 17,358 SF building generates a parking requirement of 26.04 parking spaces. Thirty parking spaces will be provided, two of which are dedicated to handicap usage. Handicap parking stalls are located near the entrance to the building.

J. STORMWATER

The site stormwater plan is to collect, treat, and route the stormwater from the site according to the Town's stormwater standards. The Town requires new developments to detain the 100-year storm. The drainage plan is to route all the parking lot runoff to above ground detention areas and possible underground infiltrators to the west side of the lot. Other areas of the site, roof, court yard, will be routed directly to detention areas before infiltration and discharge.

K. SNOW STORAGE

As indicated on the accompanying Sketch Plan Drawings, snow storage areas equal to or greater than 2.5% of the plowed area will be provided. This area is the functional space to stack the large amounts of snow that can build up during heavy snowfall years. Snow storage will primarily be in the area to the West of the main parking lot. As with many area developments during a heavy snow year it may be necessary to load and haul off snow piles from time to time during the winter.

L. WATER BODY AND WETLAND BUFFERS

The site is not adjacent to any body of water, and impacts on water quality or wetlands are not foreseen.

[1] Exception is Culinary & Hospitality and Nursing on fixed times that is ideal to those curriculums. Usually the evening.
[2] All students will be provided with Start Bus information and lockable bicycle racks will be provided.

SECTION 3 – SKETCH PLAN DESIGN

- **3.1 - CWC Jackson Center Site plans, Elevations, Floor plans, & Character sketches by Anderson Mason Dale Architects**

- **3.2 - CWC Jackson Center Civil Set by Jorgensen Associates, P.C.**

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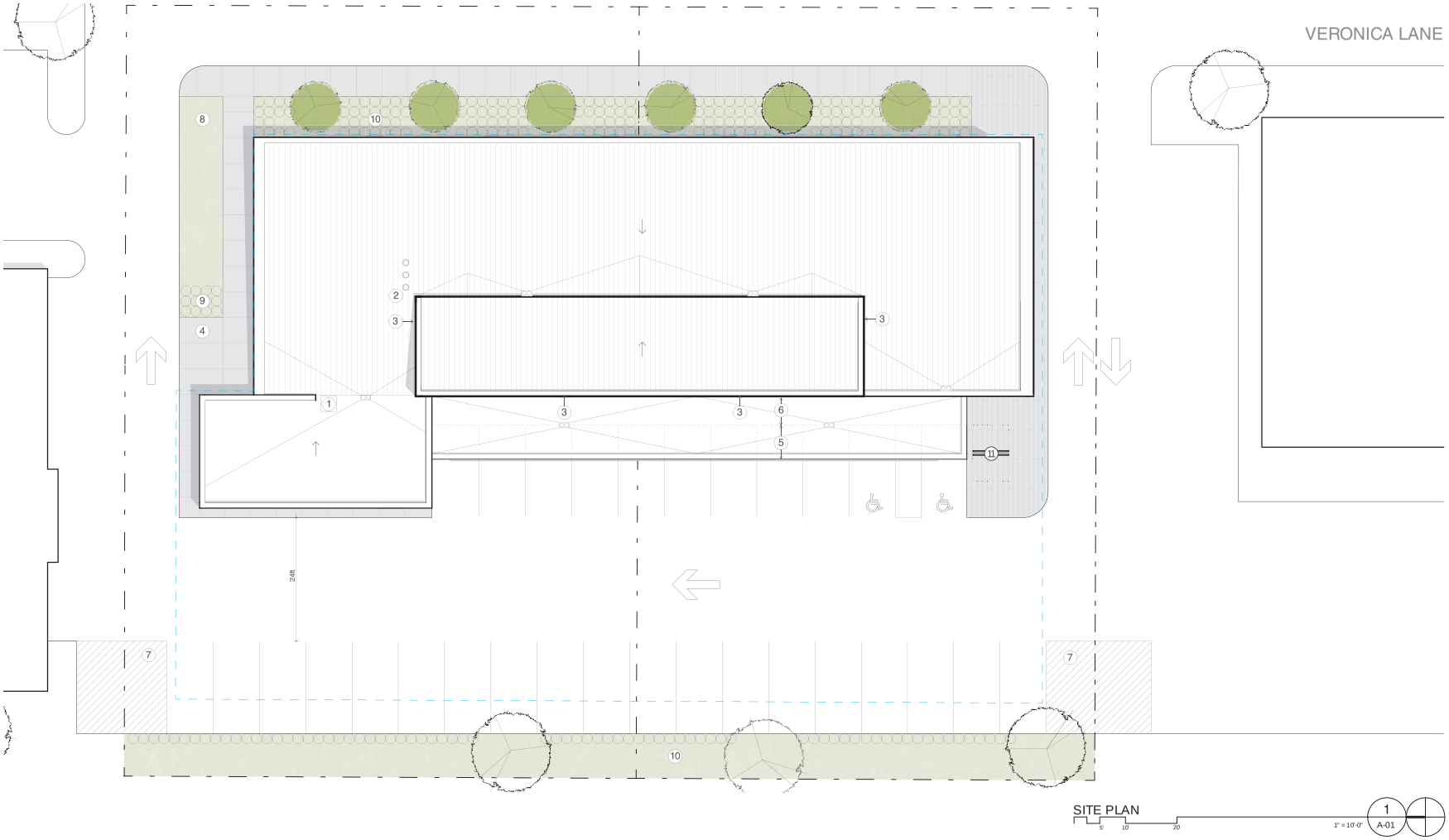

SITE PLAN

5' 10 20

1" = 10'-0"

1
A-01

1 Roof Hatch
2 Exhaust Fan
3 Aluminum Louvers (on vertical face)
4 Transformer location
5 Parking extends under level 2 this bay
6 Provide snowmelt at walkway under level 2
7 Snow storage location
8 Turf Sod
9 Native Grass Mix: med / tall height (36-60")
10 Native Grass, Shrub Mix and Ground Cover
11 Bicycle Racks

grass / planting area
concrete walkway
plaza paver (with snowmelt system)
porous paving & landscape detention
membrane roof
membrane roof (standing seam look)

property line
build-to line
existing tree to remain
existing tree to remain

AndersonMasonDale Architects

Jackson Outreach Center
Central Wyoming College
Jackson

Veronica Lane, Jackson WY
17-101

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State Construction Department
Construction Management Division
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Food Service Design
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Telephone: 801-582-9747

Issue	Date
SITE DEVELOPMENT PACKAGE	JAN 2018

SITE PLAN

A-01

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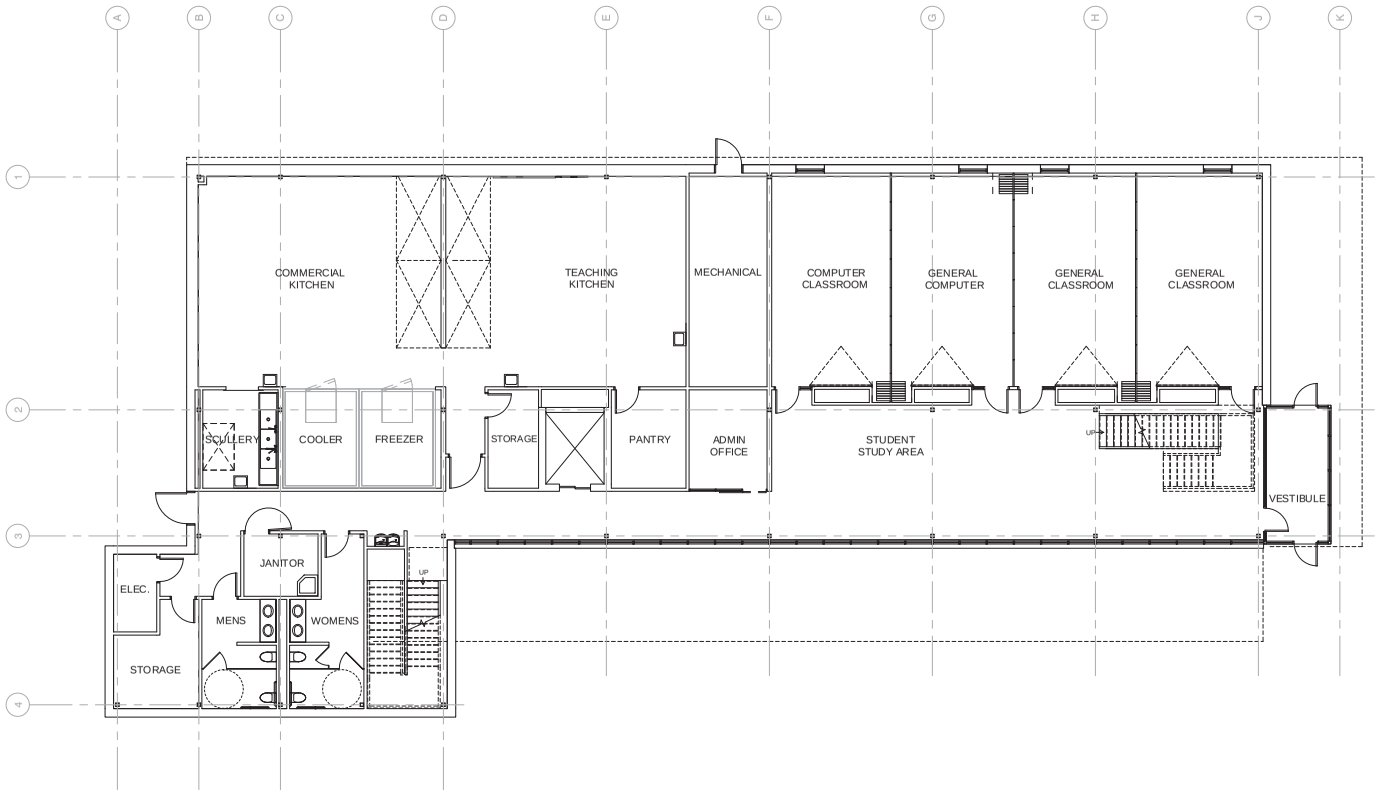

FIRST LEVEL FLOOR PLAN

2' 4' 8' 16'

1/8" = 1'-0"

1
A-02

AREA TABULATION

LEVEL 1	8025 GSF
LEVEL 2	9333 GSF
TOTAL	**17,358 GSF**

AndersonMasonDale Architects

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Central Wyoming College
Jackson

Veronica Lane, Jackson WY
17-101

State of Wyoming
State Construction Department
Construction Management Division
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Issue	Date
SITE DEVELOPMENT PACKAGE	JAN 2018

LEVEL 1 FLOOR PLAN

A-02

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SECOND LEVEL FLOOR PLAN

2' 4' 8' 16'

1/8" = 1'-0"

2
A-03

AndersonMasonDale Architects

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Central Wyoming College
Jackson

Veronica Lane, Jackson WY
17-101

State of Wyoming
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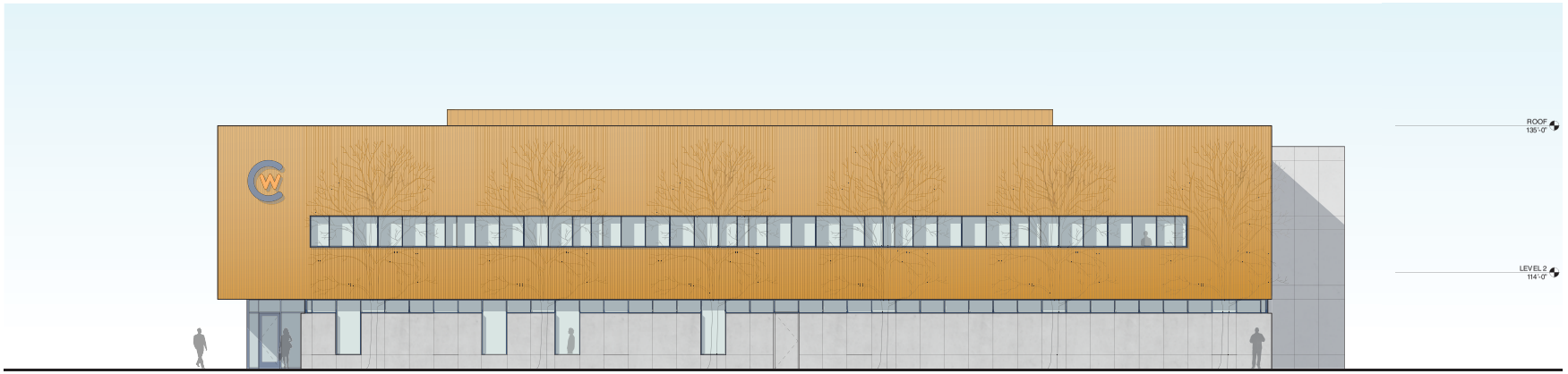
Issue	Date
SITE DEVELOPMENT PACKAGE	JAN 2018

LEVEL 2 FLOOR PLAN

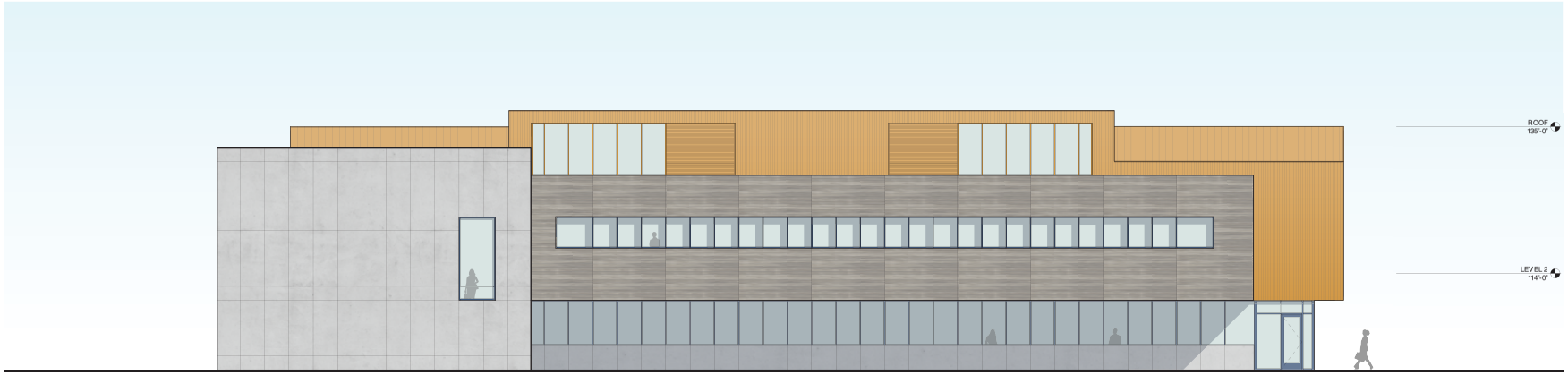
A-03

1/4/2018 10:40:27 AM



EAST ELEVATION 1 A-04

2' 4' 8' 16' 1/8" = 1'-0"



WEST ELEVATION 2 A-04

2' 4' 8' 16' 1/8" = 1'-0"

- weathered steel wall panel (flat)
- weathered steel wall panel (corrugated)
- fiber-cement panel
- reclaimed wood siding
- insulated glazing unit
- spandrel
- aluminum storefront / curtainwall

1/4/2018 10:24:33 AM

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Central Wyoming College
Jackson

Veronica Lane, Jackson WY
17-101

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Construction Management Division
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Food Service Design
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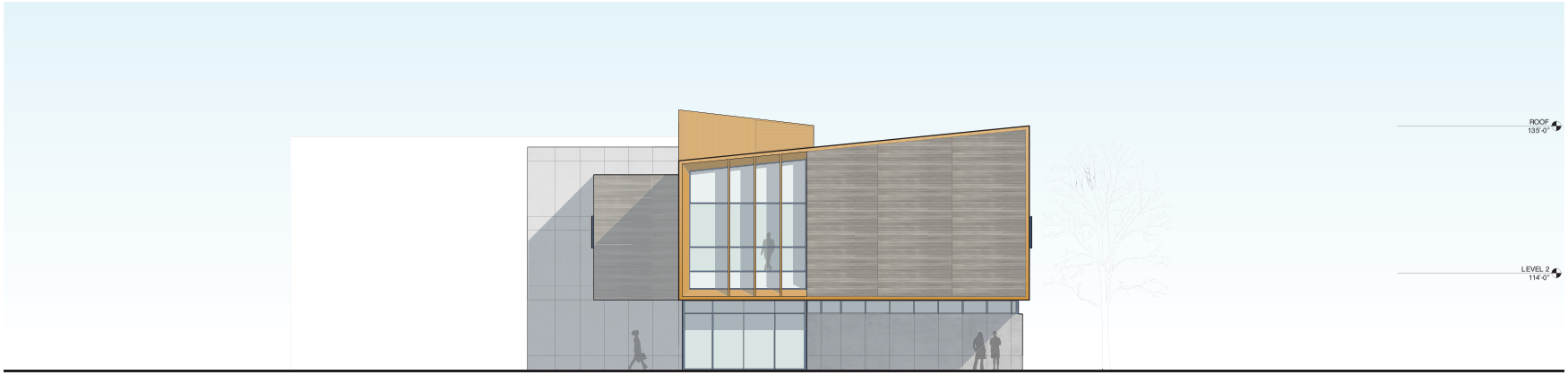
Salt Lake City, UT 84105
Telephone: 801-582-9747

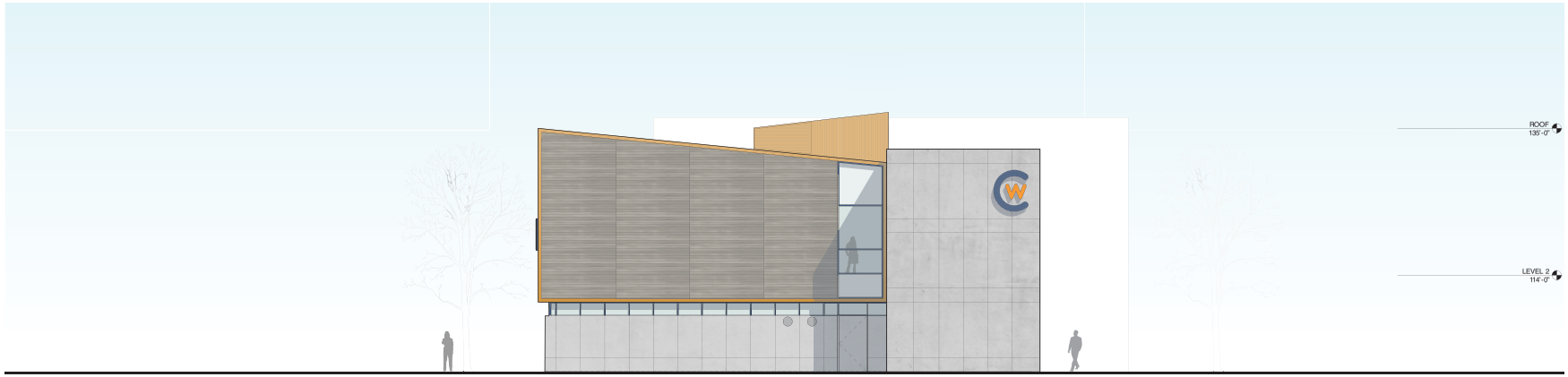
Issue	Date
SITE DEVELOPMENT PACKAGE	JAN 2018

EXTERIOR ELEVATIONS

A-04



SOUTH ELEVATION 1
2' 4' 8' 16' 1/8" = 1'-0" A-05



NORTH ELEVATION 2
2' 4' 8' 16' 1/8" = 1'-0" A-05

- weathered steel wall panel (flat)
- weathered steel wall panel (corrugated)
- fiber-cement panel
- reclaimed wood siding
- insulated glazing unit
- spandrel
- aluminum storefront / curtainwall

1/4/2018 10:24:33 AM

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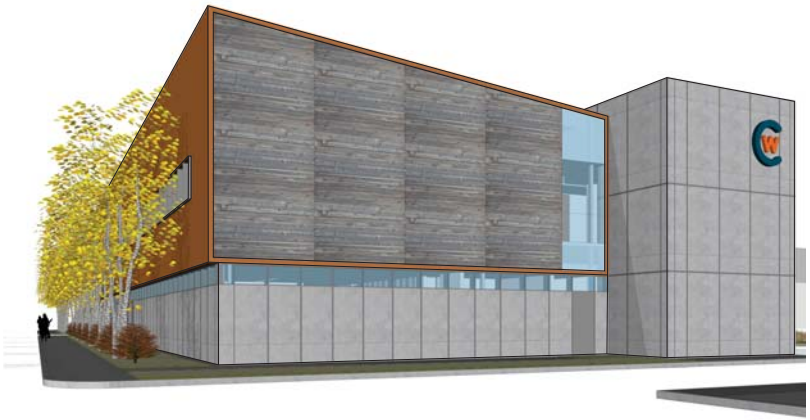
Issue	Date
SITE DEVELOPMENT PACKAGE	JAN 2018

EXTERIOR ELEVATIONS

A-05

AERIAL AXONOMETRIC 1 A-06



VIEW FROM NE A-06

VIEW FROM SE 2 A-06

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State of Wyoming
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Issue	Date
SITE DEVELOPMENT PACKAGE	JAN 2018

CHARACTER SKETCHES

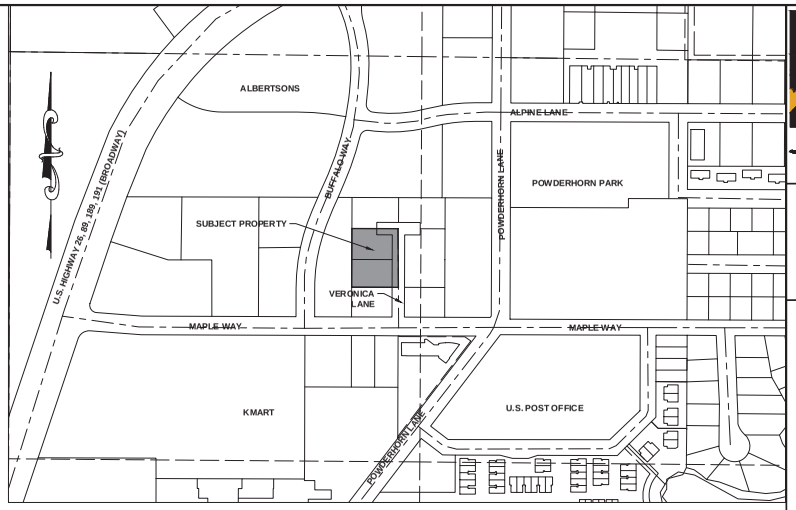
A-06

1/4/2018 10:24:33 AM

CENTRAL WYOMING COLLEGE
JACKSON OUTREACH CENTER
SKETCH PLAN

TETON COUNTY, WYOMING

LOCATED WITHIN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ AND NE $\frac{1}{4}$ SW $\frac{1}{4}$
SECTION 32,
TWP 41, RNG 116, 6TH P.M.
TETON COUNTY, WYOMING



VICINITY MAP

1" = 200' for 22x34 Prints
1" = 400' for 11x17 Prints

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
C1.0	COVER, NOTES, AND SHEET INDEX
C1.1	NOTES AND LEGEND
C2.0	EXISTING CONDITIONS
C2.1	SITE OVERVIEW
C3.0	DETAILS
C3.1	**DETAILS**
C3.2	**DETAILS**

OWNER
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State Construction Department
Construction Management Division
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Cheyenne, WY 83002

ENGINEER, SURVEYOR, AND LAND USE PLANNER
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– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
SKETCH PLAN
CENTRAL WYOMING COLLEGE
STATE OF WYOMING
235 & 255 VERONICA LANE
JACKSON, TETON COUNTY, WY

SHEET TITLE:
COVER, NOTES, AND SHEET INDEX

DRAFTED BY:	NB
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	02/15/2018

PROJECT NUMBER
17067

SHEET
C1.0

NOTES

GENERAL PROJECT NOTES:

1. PROJECT SCOPE: PROVIDE ACCESS, UTILITY INFRASTRUCTURE, GRADING, AND NECESSARY SITE DEVELOPMENT AND MITIGATION FOR THE CREATION OF A COMMUNITY COLLEGE CAMPUS.
2. PROPERTY IS ZONED AC OR AUTO-URBAN COMMERCIAL IN THE TOWN OF JACKSON.
3. PROPERTY AREA: 0.65 ACRES
4. PROPERTY SLOPES ARE 0-3%
5. JORGENSEN ASSOCIATES, P.C. PERFORMED THE TOPOGRAPHIC SURVEYS FOR THIS PROPERTY IN NOVEMBER 2017.
6. VEGETATION CONSISTS PRIMARILY OF FORMER AGRICULTURAL MEADOW GRASS.
7. THE PROPERTY IS NOT WITHIN THE WILD LAND URBAN INTERFACE.
8. THE PROPERTY IS ZONED - TOWN OF JACKSON - AC (AUTO-URBAN COMMUNITY)
9. THE PROPERTY IS NOT LOCATED WITHIN A FEMA FLOOD ZONE
10. CONTRACTOR SHALL VERIFY LOCATION OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS. PRIVATE UNDERGROUND UTILITIES EXIST IN THE PROJECT AREA. CONTACT TOWN ENGINEER TO LOCATE EXISTING WATER LINES, SEWER LINES.

REVEGETATION SPECIFICATIONS:
(FOLLOW MITIGATION PLAN. FOLLOW THESE SPECIFICATIONS WHERE NOTHING IS SPECIFIED ON MITIGATION PLANS OR BY LANDSCAPE ARCHITECT.)

1. SEED MIXTURE:

COMMON NAME	LBS./ACRE
MOUNTAIN BROME	10 LBS./ACRE
THICKSPIKE WHEATGRASS	12 LBS./ACRE
IDAHO FESCUE	6 LBS./ACRE
WESTERN WHEATGRASS	12 LBS./ACRE
ALPINE TIMOTHY	12 LBS./ACRE
TOTAL PURE LIVE SEED APPLICATION RATE	52 LBS./ACRE

2. SEED MIXES CONTAINING NATIVE FLOWERING PLANTS SUCH AS LUPINE, YARROW AND PAINTBRUSH ARE ACCEPTABLE.
3. ALL SEED SHALL COMPLY WITH WYOMING SEED LAW. SEED SHALL BE PURCHASED FROM A DEALER LICENSED WITH THE WYOMING DEPARTMENT OF AGRICULTURE. CERTIFICATIONS FOR THE SEED MIX SHALL BE PROVIDED TO THE ENGINEER PRIOR TO SEEDING.
4. TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES TO THE THICKNESS SHOWN ON THE PLANS PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING.
5. HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING.
6. SEED SHALL BE UNIFORMLY DISTRIBUTED OVER THE SURFACE BY APPROVED MECHANICAL BROADCASTING DEVICES AND THE GROUND SHALL BE IMMEDIATELY RAKED OR DRAGGED TO COVER THE SEED.
7. SEEDING SHALL BE PERFORMED BETWEEN THE TIME THE FROST LEAVES THE GROUND IN THE SPRING AND BEFORE THE FROST ENTERS THE GROUND IN THE FALL.

GENERAL CONSTRUCTION NOTES & SPECIFICATIONS:

1. IF NECESSARY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY NPDES STORMWATER PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
3. ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
4. CONTRACTOR TO CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.
5. CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCK NO LARGER THAN 6 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY THE ENGINEER.
7. SUBGRADE, PIT RUN SUBBASE, AND SITE FILL MATERIALS SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (AASHTO T-99 - STANDARD PROCTOR DENSITY) IN LIFTS NOT TO EXCEED 10 INCHES IN LOOSE THICKNESS.
8. CRUSHED GRAVEL BASE MATERIAL SHALL BE GRADING H OR GRADING W.
9. CRUSHED GRAVEL BASE COURSES SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (AASHTO T-180 - MODIFIED PROCTOR DENSITY), IN LIFTS NOT TO EXCEED 7 INCHES IN LOOSE THICKNESS.
10. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE 2015 EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND ARTICLE 5 OF TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.
11. DESTRUCTION AND DAMAGE TO TREES AND OTHER NATURAL VEGETATION SHALL BE MINIMIZED AND ALL DISTURBED SURFACES SHALL BE RESEEDED AS SOON AS PRACTICABLE IN ACCORDANCE TO THE REVEGETATION SPECIFICATIONS.
12. STRIP AND SALVAGE TOPSOIL FROM ALL EXCAVATED AREAS.
13. WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE.
14. FUGITIVE DUST WILL BE CONTROLLED BY WATERING DURING DRY PERIODS OR AS REQUIRED BY ENGINEER.
15. ALL EXCAVATED MATERIALS SHALL BE STOCKPILED AND PROCESSED ON-SITE ONLY AT LOCATIONS AS DESIGNATED ON THE PLANS.
16. TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION.
17. CUT AND FILL SLOPES SHALL NOT EXCEED 2:1 WITHOUT SPECIAL STABILIZATION AND APPROVAL FROM ENGINEER.
18. NO WETLANDS SHALL BE DISTURBED WITHOUT FIRST OBTAINING NECESSARY PERMITS FROM THE U. S. ARMY CORPS OF ENGINEERS.

LEGEND

PROPOSED	EXISTING	
		5/8 INCH DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447"
		SUBJECT PROPERTY LINE
		ADJACENT PROPERTY LINE
		EASEMENT
		BUILDING ENVELOPE
		EDGE OF PAVEMENT
		EDGE OF GRAVEL
		EDGE OF CONCRETE
		BUILDING
		CURB
		LIMIT OF DISTURBANCE
		FLOWLINE
		FENCE
GAS	gas	GAS LINE
UT	bfo	BURIED FIBER OPTIC
P	uge	BURIED ELECTRIC
UT		BURIED COMMUNICATIONS LINES
		SILT FENCE
		BUILDING LINE
		SECOND FLOOR BUILDING LINE
		FENCE
W	w	WATER MAIN
4"W		4" WATER SERVICE
	s	SANITARY SEWER
6"S		6" SANITARY SEWER SERVICE
		CONTOUR INDEX
		CONTOUR INTERMEDIATE
S	S	SEWER MANHOLE
C	C	CLEANOUT
		SEWER SERVICE
		FIRE HYDRANT
		CURBSTOP
		WATER VALVE
W		WATER METER
G		GAS METER
		ELECTRICAL METER
		ELECTRICAL TRANSFORMER
E	E	ELECTRICAL VAULT
FO	FO	FIBER OPTIC PEDESTAL
C		COMMUNICATIONS PEDESTAL
		STORM DRAIN
		CONIFER TREE
		SHRUB
		DECIDUOUS TREE
		MONITORING WELL
		TEST PIT

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
SKETCH PLAN
CENTRAL WYOMING COLLEGE
STATE OF WYOMING
235 & 255 VERONICA LANE
JACKSON, TETON COUNTY, WY

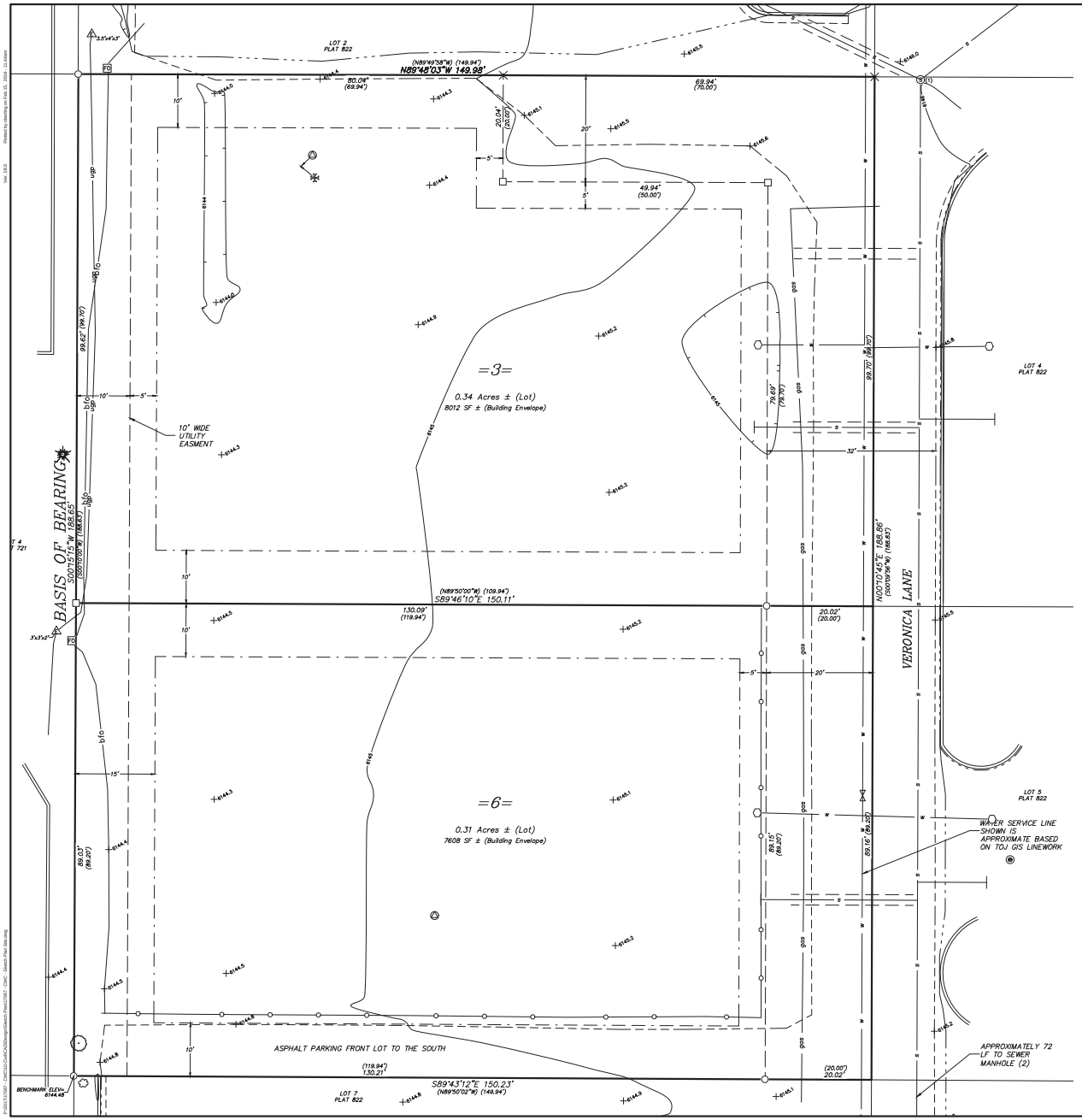
SHEET TITLE:
NOTES AND LEGEND

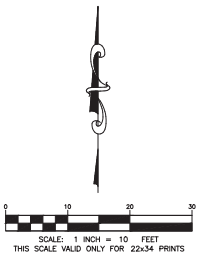
DRAFTED BY:	NB
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	02/15/2018

PROJECT NUMBER
17067

SHEET
C1.1

Ver. 18.0
Plotted by rdenning on Feb 15, 2018 - 11:42am
P:\2017\17067 - CWC\16-CivilCAD\Design\Sketch Plan\17067 - CWC - Sketch Plan Cover and Notes.dwg





SANITARY SEWER MANHOLE DETAILS

(1)
Rim Elevation = 6146.01'
Invert (NE) In Elevation = 6138.91' 4" PVC
Invert (NW) In Elevation = 6138.91' 4" PVC
Invert Out Elevation = 6138.71' 8" PVC

(2)
Rim Elevation = 6144.49'
Invert In Elevation = 6136.99
Invert Out Elevation = 6136.95'
8" PVC

NOTES

This survey was conducted in November 2017 and prepared under the direction of Matthew P. Gotham, Wyoming PLS 13002, and does not include an engineering review.

Underground utility locations must be verified prior to any construction activity.

Building envelopes are based on record information from Plat 822.

Easements shown are based on record information from Plat 822 unless otherwise noted. Other easements or encumbrances may exist on the subject property. No thorough search of public records was conducted.

Elevations were derived using GPS RTK observation methods referenced to a local coordinate system.

Record dimensions shown are from said Plat 822.

Benchmark Elevation = 6144.48 on the monument found at the southwest corner of Lot 6 as depicted hereon.

BASIS OF BEARING for this survey is S00°15'15"W on the west boundary of Lots 3 and 6 as depicted hereon.

Underground Utility Locations shown are from record drawings or as marked by Utility Companies.

– PRELIMINARY –
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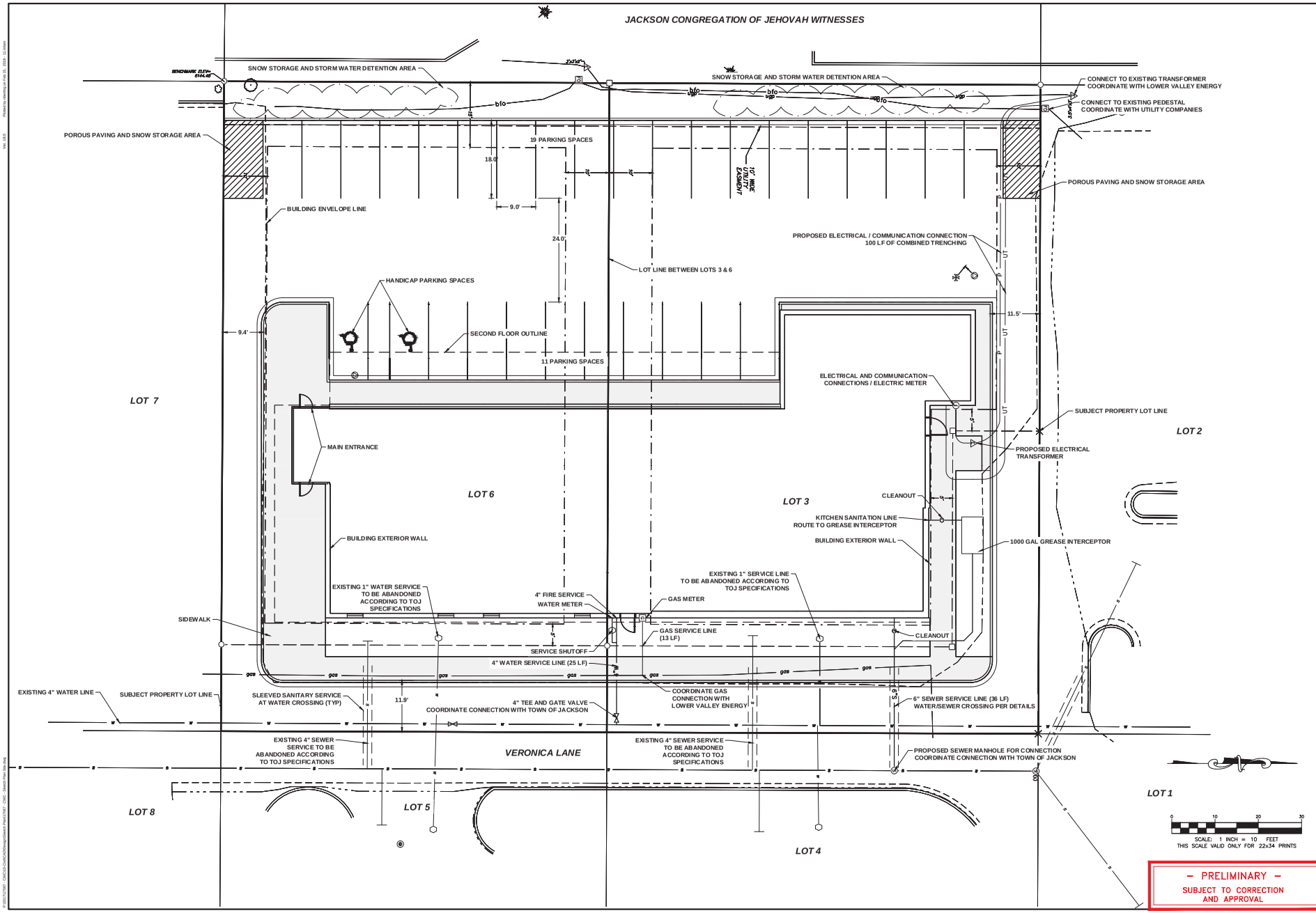
SHEET
C2.0



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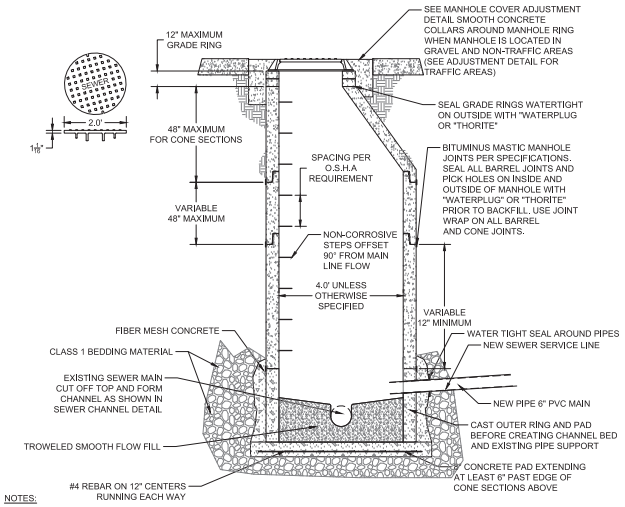
SHEET TITLE:
SITE OVERVIEW

DRAFTED BY:	NB
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	02/15/2018

PROJECT NUMBER
17067

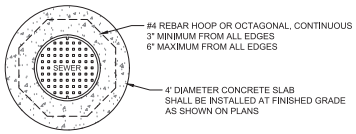
SHEET
C2.1



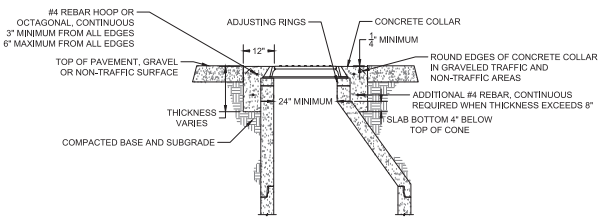
NOTES:

1. MANHOLE BASES SHALL BE REINFORCES TO WITHSTAND THE DEAD LOAD OF THE MANHOLE STRUCTURE AND HS-20 AASHTO LIVE LOAD.
2. REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C-478.
3. C.I. RING AND COVER HS-20-44 ONE VENT HOLE OR AS SHOWN ON PLAN SHEET.
4. MOUND CRUSHED GRAVEL BASE AROUND TOP OF MANHOLE AT ROAD SURFACING LOCATIONS.
5. ALL MANHOLE BASES, BARRELS, AND CONES SHALL BE VACUUM TESTED.

1 / C3.2 — NEW MANHOLE OVER EXISTING SEWER
NOT TO SCALE



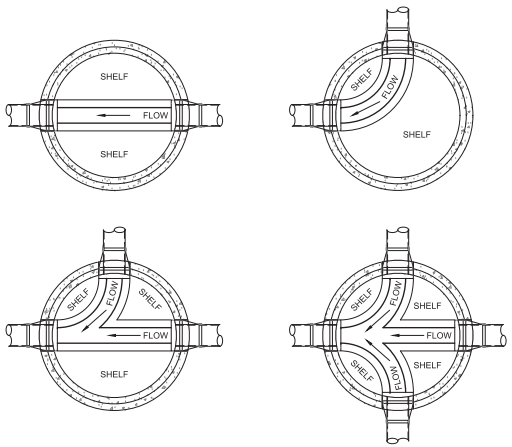
PLAN VIEW



NOTE:

1. ADJUST MANHOLES UPWARD WITH ADJUSTING RINGS UNDER RING AND COVER (12" MAXIMUM). ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER DIAMETER, SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSSLOPE. FINAL MANHOLE ADJUSTMENT WILL BE MADE AFTER PAVING AND BEFORE SEAL COATING.

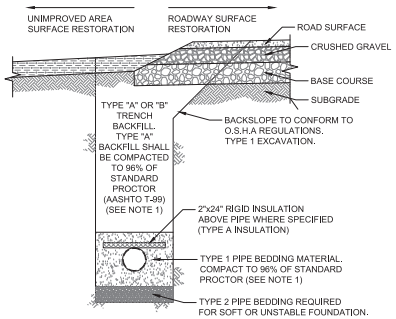
4 / C3.0 — MANHOLE COVER AND ADJUSTMENT DETAIL
NOT TO SCALE ECCENTRIC CONE



NOTES

1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
2. SLOPE OF CHANNEL SHALL BE 0.1' ACROSS THE MANHOLE FOR ALL MAIN RUNS. SEE PROFILE SHEETS.
3. PROVIDE SMOOTH TROWEL SURFACE FOR ALL FLOW CHANNELS.
4. MANHOLE INVERTS SHALL MATCH INFLOW AND OUTFLOW PIPE INVERTS.
5. 4" SERVICE PIPES ENTERING MANHOLES SHALL HAVE CROWN OF 4" PIPE MATCH CROWN OF MAIN WHERE INVERTS INDICATE.

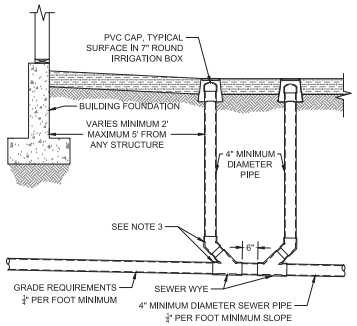
2 / C3.0 — TYPICAL MANHOLE CHANNEL DETAILS
NOT TO SCALE



NOTES

1. FOR TRENCHING, BEDDING AND BACKFILL REQUIREMENTS, SEE WPWSS SECTIONS 02220 AND 02225.
2. WHERE THE SPECIFIED MAXIMUM TRENCH WIDTH IS EXCEEDED, OR IF THE PIPE IS INSTALLED IN COMPACTED EMBANKMENT, THEN PIPE EMBEDMENT SHALL BE COMPACTED TO 96% OF STANDARD PROCTOR MAXIMUM DENSITY (ASTM D-698) TO A POINT AT LEAST 3 PIPE DIAMETERS FROM THE PIPE ON BOTH SIDES OF THE PIPE OR TO THE TRENCH WALL, WHICHEVER IS LESS.
3. WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT IN ACCORDANCE WITH SECTION 02075-3.01.
4. PROVIDE 12" MINIMUM HORIZONTAL CLEARANCE BETWEEN PIPE WALLS FOR MULTIPLE PIPES INSTALLED IN SAME TRENCH. MATCH INVERT ELEVATIONS UNLESS OTHERWISE SPECIFIED.

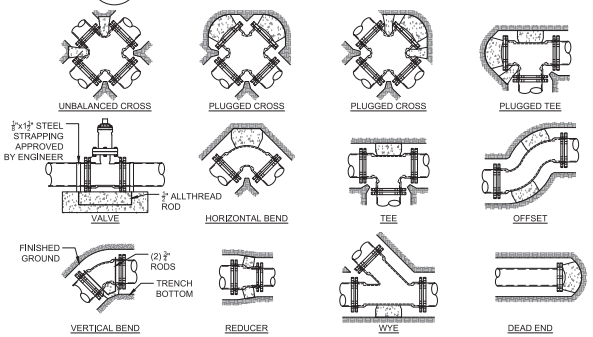
5 / C3.0 — TYPICAL WATER/SEWER TRENCH DETAIL
NOT TO SCALE



NOTES

1. PRIOR TO BACKFILLING THE TOWN PUBLIC WORKS DEPARTMENT MUST INSPECT ALL PIPE, FITTINGS, COUPLINGS, GRADE AND COMPLETE LEAK TESTING.
2. INSTALL AND COMPACT ALL BACKFILL MATERIAL PER TOWN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND AS SHOWNWITHIN THE TRENCH DETAIL.
3. ALL PVC FITTINGS SHALL MEET ASTM D3034 SPECIFICATIONS, AND SHALL ALSO MEET ASTM D312 SPECIFICATIONS FOR RUBBER GASKETED BELL AND SPIGOT TYPE WITH INTEGRAL BELL.

3 / C3.0 — BUILDING CLEANOUT DETAIL
NOT TO SCALE

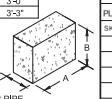


MINIMUM DIMENSIONS FOR THRUST BLOCKING NOTES

FITTING SIZE	TEES AND PLUGS		90° BENDS		45° BENDS AND WYES		REDUCERS AND 22 1/2° BENDS		11 1/2° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-5"	1'-0"	1'-0"
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"

NOTES

1. SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK
2. ALL BLOCKING SHALL BEAR AGAINST UNDISTRIBUTED MATERIAL
3. DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
4. 4 MIL POLYETHELENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE



6 / C3.0 — THRUST BLOCK DETAILS
NOT TO SCALE

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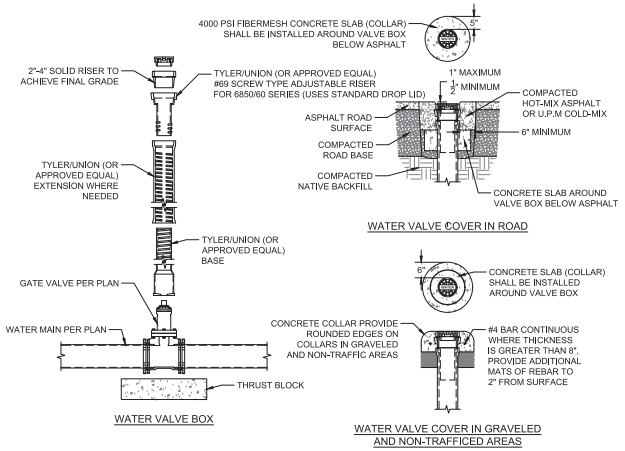
235 & 255 VERONICA LANE
JACKSON, TETON COUNTY, WY

SHEET TITLE:
DETAILS #1

DRAFTED BY:	NB
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	02/5/2018

PROJECT NUMBER 17067

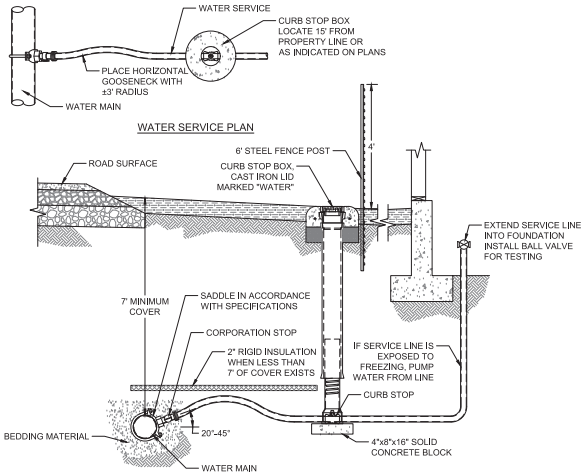
SHEET C3.0



NOTE:

1. ADJUST WATER VALVE BOX UPWARD OR DOWNWARD AS REQUIRED. FINAL ADJUSTMENT SHALL BE MADE AFTER PAVING AND BEFORE SEAL COATING
2. THE TOWN SHALL INSPECT THE VERTICAL ALIGNMENT BEFORE AND AFTER BACKFILLING.
3. MUD PLUGS ARE REQUIRED TO BE PLACED IN ALL VALVE BOXES

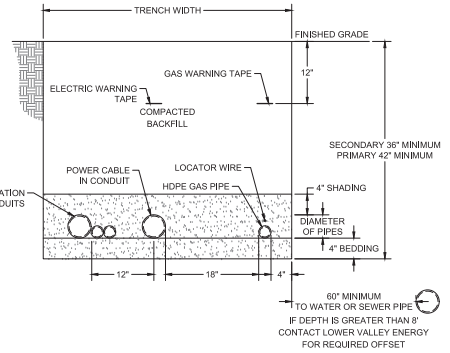
1 / C3.1 WATER GATE VALVE DETAIL
NOT TO SCALE



NOTES

MAKE ADJACENT TAPS NO CLOSER THAN 8' APART. MAKE NO TAPS CLOSER THAN 3' FROM THE END OF ANY PIPE SECTION.

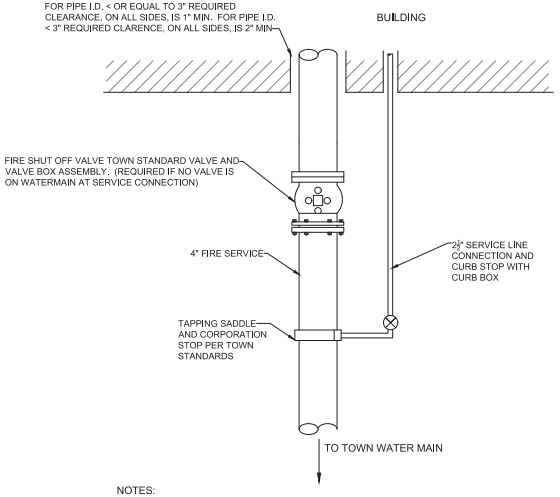
2 / C3.1 TYPICAL WATER SERVICE DETAIL
NOT TO SCALE



NOTE

1. WHEN ELECTRICAL CONDUCTORS CROSS OVER OR UNDER WATER AND/OR SEWER PIPES THERE SHALL BE A MINIMUM OF 12" VERTICAL SEPARATION. IN ADDITION, THE ELECTRICAL CONDUCTORS SHALL BE PROTECTED WITH NOT LESS THAN 48" OF SUITABLE PVC OR RIGID STEEL CONDUIT WITH NO LESS THAN 24" ON EITHER SIDE OF THE CROSSING.
2. CUSTOMER INSTALLED CONDUIT MUST BE INSPECTED PRIOR TO BACKFILLING. IF NOT INSPECTED, TRENCH MAY BE REJECTED.
3. ALL TRENCHES ARE TO BE INSPECTED PRIOR TO BACKFILLING.
4. 18" SEPARATION MUST BE OBTAINED BETWEEN HDPE GAS PIPE AND POWER CABLE OR TRENCH WILL BE REJECTED.
5. BEDDING AS SHADING MATERIAL MUST BE SMOOTH, FREE OF ROCKS, AND MUST BE ABLE TO SIFT THROUGH A ¾" SCREEN (SAND RECOMMENDED).

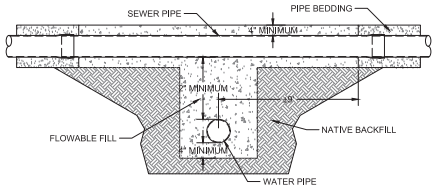
3 / C3.1 UTILITY TRENCH DETAIL
NOT TO SCALE



NOTES:

1. FIRE SERVICE LINE ENTRY INTO BUILDING OR STRUCTURE SHALL BE SUBJECT TO REGULATIONS OF AND REVIEW BY THE TOWN OF JACKSON BUILDING DEPARTMENT AND FIRE MARSHALL.
2. ALL BURIED FITTINGS SHALL HAVE STAINLESS OR CORROSIVE RESISTANT BOLTS AND BE POLY WRAPPED.

4 / C3.1 FIRE SERVICE WITH WATER SERVICE
NOT TO SCALE



NOTES

NORMAL CONDITIONS:
WATER MAINS CROSSING SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE LAID ABOVE TO PROVIDE A VERTICAL SEPARATION OF AT LEAST 18". THE SEPARATION BETWEEN PIPES SHALL BE MEASURED FROM THE TOP OF THE SEWER PIPE TO THE BOTTOM OF THE WATER PIPE.

UNUSUAL CONDITIONS:
WHEN LOCAL CONDITIONS PREVENT A VERTICAL SEPARATION OF AT LEAST 18" AS NOTED ABOVE, THE FOLLOWING CONSTRUCTION SHALL BE USED:

1. THE SANITARY SEWER, STORM SEWER OR WATER MAIN SHALL BE PLACED IN A SEPARATE CASING PIPE EXTENDING A MINIMUM OF 9' EACH SIDE OF THE CROSSING; OR
2. THE SANITARY SEWER, STORM SEWER OR WATER MAIN SHALL BE PLACED IN A SEPARATE CASING PIPE EXTENDING A MINIMUM OF 9' EACH SIDE OF THE CROSSING.
3. WATER MAINS PASSING UNDER SEWER LINE SHALL, IN ADDITION TO THE ABOVE REQUIREMENTS, BE PROTECTED BY PROVIDING FLOWABLE FILL BETWEEN WATER AND SEWER LINES FOR ADDITIONAL SUPPORT.
4. FLOWABLE FILL SHALL BEAR ON UNDISTURBED SOIL AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 30-60 PSI. REFERENCE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02510. (REF. WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS)

5 / C3.1 WATER/SEWER CROSSING DETAIL
NOT TO SCALE

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SHEET TITLE:
DETAILS #2

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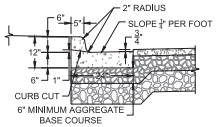
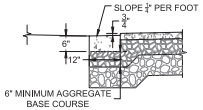
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	02/5/2018

PROJECT NUMBER
17067

SHEET
C3.1



VERTICAL CURB

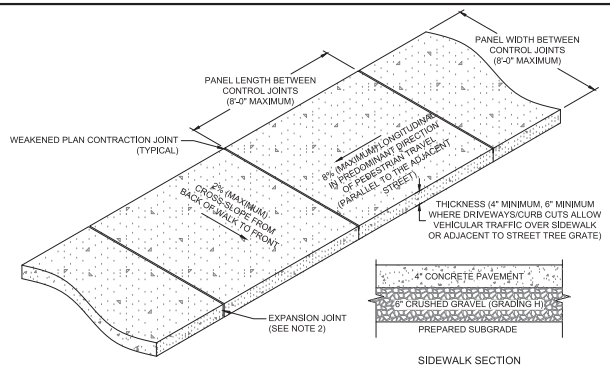


RIBBON CURB

NOTE

1. CURBS SHALL CONFORM TO SPECIFICATION 32 16 13, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH SPECIFICATION 32 13 13.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO SPECIFICATION 31 05 16, PART 2.03, GRADING H, AND BE INSTALLED PER SPECIFICATION 32 11 23, PART 3.03.
3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
4. VERTICAL CURB SHALL BE USED IN PREFERENCE TO ROLL CURB.

1 / C3.2 CURB SECTION DETAIL
NOT TO SCALE TOJ ST-110

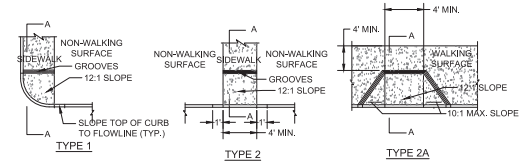


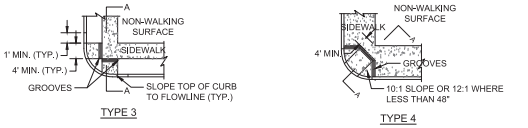
SIDEWALK SECTION

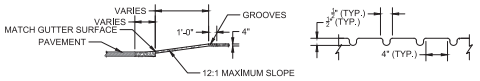
NOTE

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

2 / C3.2 TYPICAL CONCRETE SIDEWALK DETAIL
NOT TO SCALE TOJ ST-127



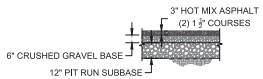




NOTES:

1. SIDEWALKS SHALL CONFIRM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
2. LIP AT GUTTER TO BE NO MORE THAN ¼" HIGH.
3. CONCRETE TO BE A BROOM FINISH.

3 / C3.2 PEDESTRIAN RAMP DETAIL
NOT TO SCALE



PAVEMENT SECTION

4 / C3.2 TYPICAL DRIVEWAY AND PARKING SECTION
NOT TO SCALE

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235 & 255 VERONICA LANE
JACKSON, TETON COUNTY, WY

SHEET TITLE:
DETAILS #3

DRAFTED BY:	NB
REVIEWED BY:	TK
PLAN VERSION	DATE
SKETCH PLAN	02/15/2018

PROJECT NUMBER
17067

SHEET
C3.2

Ver. 18.0 Plotted By rdenning on Feb 15, 2018 - 11:40am
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SECTION 4 – LEVEL II REPORT

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Jackson Outreach Center

Central Wyoming College - Jackson

LEVEL II REPORT

August 11, 2016

CARNEY LOGAN BURKE ARCHITECTS

AndersonMasonDale Architects

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- I.1 Executive Summary
- I.2 Acknowledgements
- 1.3 Design Process

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- II.1 Academic Program Summary
- II.2 Program Summary
- II.3 Program Detail
- II.4 Program Diagrams
- II.5 Program Adjacencies
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| III | CONCEPT
- III.1 Design Process
- III.2 Program Diagrams

| IV | VERONICA LANE
- IV.1 Vicinity Map
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| V | COST
- V.1 Owner Project Budget
- V.2 Parking Lot Budget
- V.3 Programmatic Construction Cost Model

| VI | DEVELOPMENT ANALYSIS

| VII | APPENDIX
- VII.1 Classroom Utilization Analysis
- VII.2 Project Schedule
- VII.3 Preliminary Project Description

I. PROCESS

I.1 Executive Summary

The Central Wyoming College Jackson Outreach Center Level II Study was initiated in the winter of 2016. The purpose of this report is to define the programmatic and cost parameters for the design of this project going forward, and for the facilitation of the Capital Funding efforts of the project within the state of Wyoming. The project is consistent with a continuation of the Central Wyoming College Master Plan, last updated in 2012.

The existing CWC Jackson Center is primarily housed in leased space at the Jackson Center for the Arts. It has been in this location since the construction of The Center. In this location and assorted other local facilities, CWC offers a broad array of courses, as defined in the attached program. As defined in the CWC Master Plan, the purpose of the new Jackson Center is to provide proper programmatic space for the unique educational programs offered by the college. These include the culinary arts program, dedicated science laboratories, simulation nursing labs, and lab space for allied health programs. The unique requirements of these program areas demand specialized educational spaces, which the college does not presently possess. This report includes program information and diagrammatic layouts for educational spaces which will serve these programs most effectively.

This Level II report is the outcome of a series of on-site workshops with CWC educators and administrators and representation from the State of Wyoming Department of Administration and Information Office of Construction Management, in Jackson, Wyoming. During these workshops, curriculum and enrollment were reviewed as a basis of projecting the space needed to offer the courses presently offered by the college, with an eye to future enrollments and needs. In addition to the specialized course offerings of the Jackson Center, a key program component of this facility will be spaces that will be available to the local community. Community partnerships are an essential part of the mission of the CWC Jackson Center, and these program areas will serve this purpose in addition to providing general education classrooms.

The primary purpose of the Level II study has been to determine the size and cost of the new facility. The new Jackson Center is programmed at approximately 18,000 gross square feet and will cost approximately $8 million in construction costs. Additionally, $3 to 4 million in owner soft costs will be required to execute the work. Escalation is currently 7% per year and should be accounted for in the overall project budget. The project cost has been modeled taking into account the unique economic conditions of building in Jackson Wyoming.

The proposed location for the new Jackson Outreach Center is on Veronica Lane, just west of historic downtown Jackson. The College and State evaluated multiple sites as possible homes for the new Jackson Center before the College secured a special excise tax, SPET, in early 2017 with the support of Teton County. The SPET will allow the College to buy two lots on Veronica Lane.

This report models program area, adjacencies, and stacking to test the College's program. The first series of design graphics and representations in this document are general in nature and are driven by program relationships, spatial adjacencies, and the functional flow of the building. Two additional diagrams are provided as test-fits on the Veronica Lane site.

Center for the Arts - Jackson, WY

I.2 Acknowledgements

Project Team

Owner

Dr. Brad Tyndall
President of the College

Steering Committee

Susan Thulin
Director, Central Wyoming College Jackson

Kathy Wells
Vice President for Academic Affairs

Amy Madera
Director of Culinary and Hospitality Programs

Willie Noseep
Vice President for Administrative Services

Dennis Egge
Construction Manager, State of Wyoming, Department of Administration and Information Office of Construction Management

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Design Principal

John Graham
Managing Principal

Cynthia Ottenbrite
Project Manager

Luc Bamberger | Todd Swarts
Project Architects

Carney Logan Burke Architects

John Carney
Associate Principal

Jeff Lawrence
Project Architect

Jorgensen Associates

Reed Armijo
Civil Engineer

KL&A, Inc

Joe Hall
Structural Engineer

The Estime Group

Roz Estime
Lab Planner

BG Buildingworks

Dan Koelliker
M/E/P Engineering

Zaist Construction Management

Stan Zaist
Cost Estimating

Hershberger Design

Bonny and Mark Hershberger
Landscape Architect

Jedrziewski Designs

Ric Jedrziewski
Culinary Lab Planner

I.3 Design Process

The design process for the new CWC Jackson Center is an extension of work begun in 2012 on the Central Wyoming College Master Plan update. Work completed at that time defined the areas of academic instruction in need of new spaces. That work has been the basis of a multi workshop-based process which has produced this Level II report.

Four primary on-site workshops were the basis of the design process for this document. Beginning in March 2016, building users, administrators, state representatives and the design team met on site to review programmatic needs, room data, and all course offerings. In the first workshop, site visits were arranged to review the sites deemed viable at that time. Programmatic adjacencies were discussed and goals for overall building function were explored and recorded.

Later that month, the design team returned to present alternatives for building stacking, building organization, program adjacencies and basic building conceptual diagrams. Program areas were explored in greater detail, and an overall program summary and conceptual cost model was developed. Also in the second workshop, the design team and building users had a general discussion with a steering committee of community members organized by the college. At this workshop, it was concluded that negotiations regarding potential sites would remain ongoing for some time, and that this report would be concluded prior to the resolution of the final site acquisition. Therefore, any design information was determined to be primarily programmatic, very conceptual, and not site specific.

In early April 2016, the third workshop was convened. During this session, users and the design team verified programmatic relationships as expressed in the diagrams in this report. The program plan was finalized in terms of spaces and quantities for the Center. Tours and detailed food service and culinary space design discussions were held, and the conceptual vision of the instructional areas was completed.

In March and April 2017, the design team reconvened with the College to review a condensed program and study the two, adjacent lots on Veronica Lane. This study informed the application for the SPET. The site plan graphics and revised cost model presented in this report assume the College is able to rezone the two lots into one larger site. Additionally, language is provided in the report from Jorgensen Associates concerning the nature of the rezoning process with the Town of Jackson and Teton County, WY.

CWC Culinary Students

II. PROGRAM

II.1 Academic Program Summary

Based on the 2012 Level I research and economic changes in Teton County and the State of Wyoming over the past four years, Central Wyoming College-Jackson is developing a responsive and exciting academic program to address the needs of our community for high education and economic development skills. With limited facilities the college pursues strong relationships with local businesses, developing academic support for students with remedial needs and introducing programs that address the interests of our community and the demands of employers.

Below are some examples:

As recommended in the 2012 Level I report, the Culinary and Hospitality Program has inaugurated a condensed schedule in order to meet the employment needs of Teton County's resorts, hotels and restaurants. Ten (10) culinary/hospitality students are now interns with employers such as the Jackson Hole Mountain Resort in the busy seasons. With the much needed teaching kitchen the college will be able to place up to 100 student interns into local and state-wide hospitality companies. This will support and encourage the state's vibrant tourism industry. Graduates currently are 100% employed; inquiries to hire these students come not just from Teton County but from all over the region.

Outdoor Education has expanded, reaching the limit that CWC Jackson can support the program with current facilities. The college partners with a highly regarded and accredited company, Jackson Hole Outdoor Leadership Institute (JHOLI). Through JHOLI, Wilderness Emergency Medical Technicians (WEMT) receive required training for the town, county and federal agencies as well as outdoor industry professionals The Outdoor Education program supports every business in the area with occupational safely training such First Aid and CPR. With flexible teaching classrooms in an educational center the timing and quantity of classes can better meet the needs of the region. Additionally, future degrees in Outdoor Leadership at the CWC-Jackson center will integrate with the successful CWC program at Sinks Canyon strengthening both.

The college is pro actively determining future academic offerings. For example, Sustainability Leadership: Business & the Environment is a potential program that will be developed through CWC-Jackson. Careers in sustainability management, consulting, development and education are on the rise and the demand for trained, knowledgeable sustainability professionals is expected to continue in the coming years. We are working with companies and individuals to develop this professional certificate program. The Jackson/Teton County Comprehensive Plans states, "Sustainability is a system of practices that are healthy for the environment, community and economy and can be maintained for current and future generations."

As noted both in the 2012 Level I report and the 2015 Wyoming Community College Report the needs of developmental learners must continue to be addressed. Over the past ten (10) years 1,111 students have received focused support with foundation courses through the Jackson Center. CWC-Jackson strives to implement the productive remedial educational reforms that are offered through the main campus. However, one computer lab (equipped with 8 computers) serves all of our classes and the needs of studying students and many students are turned away due to the limited classroom capacity.

Teton County's economy depends on tourism, a healthy national park system and a growing industry of entrepreneurial businesses utilizing creative technology grounded with strong business skills. Central Wyoming College is responsible for offering quality educational programs to support the dreams of Wyoming residents through this western region of the state. With an educational center located in Teton County much needed programs in medical and science programs, Culinary and Hospitality, business, and education will offer skills and opportunities to those we serve.

II.2 Program Summary

Space	Net SF (asf)	Gross SF (gsf)	
Nursing	3,159	4,759	27%
Labs	2,205	3,021	
Lab Support	630	1,295	
Offices	324	444	
Science	1,476	2,022	12%
Labs	1,260	1,726	
Offices	216	296	
Culinary / Hospitality	2,348	3,216	19%
Labs	2,240	3,068	
Offices	108	148	
Shared Space	5,334	7,337	42%
Classrooms	2,835	3,884	
Offices	384	526	
Shared Building Support	2,115	2,927	
Total	**12,317**	**17,334**	**73%**

II.3 Program Detail

Space	Area	Qty	Net SF (asf)	Gross SF (gsf)	
Nursing			3,159	4,759	27%
Labs			2,205	3,021	
Skills Lab RN	630	1	630	863	
Skills Lab Simulation	945	1	945	1,295	
Skills Lab CNA	630	1	630	863	
Lab Support			630	1,295	
Storage	315	1	315	863	
Debrief	315	1	315	432	
Offices			324	444	
Faculty Office	108	3	324	444	
Science			1,476	2,022	12%
Labs			1,260	1,726	
Microbiology / Chemistry	630	1	630	863	
Biology / Anatomy / Physiology / Physics / Earth + Env Science	630	1	630	863	
Offices			216	296	
Faculty Office	108	2	216	296	
Culinary / Hospitality			2,348	3,216	19%
Labs			2,240	3,068	
Teaching Kitchen	750	1	750	1,027	
Com. / Entrepreneurial Kitchen / Baking	750	1	750	1,027	
Scullery	140	1	140	192	
Cooler	120	1	120	164	
Freezer	120	1	120	164	
Custodial / Washer-Dryer	120	1	120	164	
Pantry	120	1	120	164	
Storage	120	1	120	164	
Offices			108	148	
Faculty Office	108	1	108	148	

Space	Area	Qty	Net SF (asf)	Gross SF (gsf)	
Shared Space			5,334	7,337	42%
Classrooms			2,835	3,884	
Classroom - General	420	2	840	1,151	
Classroom - Science	420	1	420	575	
Classroom - Nursing	420	1	420	575	
Computer Lab - General	420	2	840	1,151	
Tutoring	315	1	315	432	
Offices			384	526	
Faculty Office	108	3	324	444	
Admin	60	1	60	82	
Shared Building Support			2,115	2,927	
Maintenance	300	1	300	411	
General Storage	315	1	315	432	
Recycling/Trash	150	1	150	205	
Custodial Storage	75	1	75	103	
Custodial Closet	75	1	75	103	
Mechanical	1,000	1	1,000	1,400.00	
Electrical	100	1	100	137	
IT	100	1	100	137	
Total			**12,317**	**17,334**	**73%**

II.4 Program Diagrams

Nursing

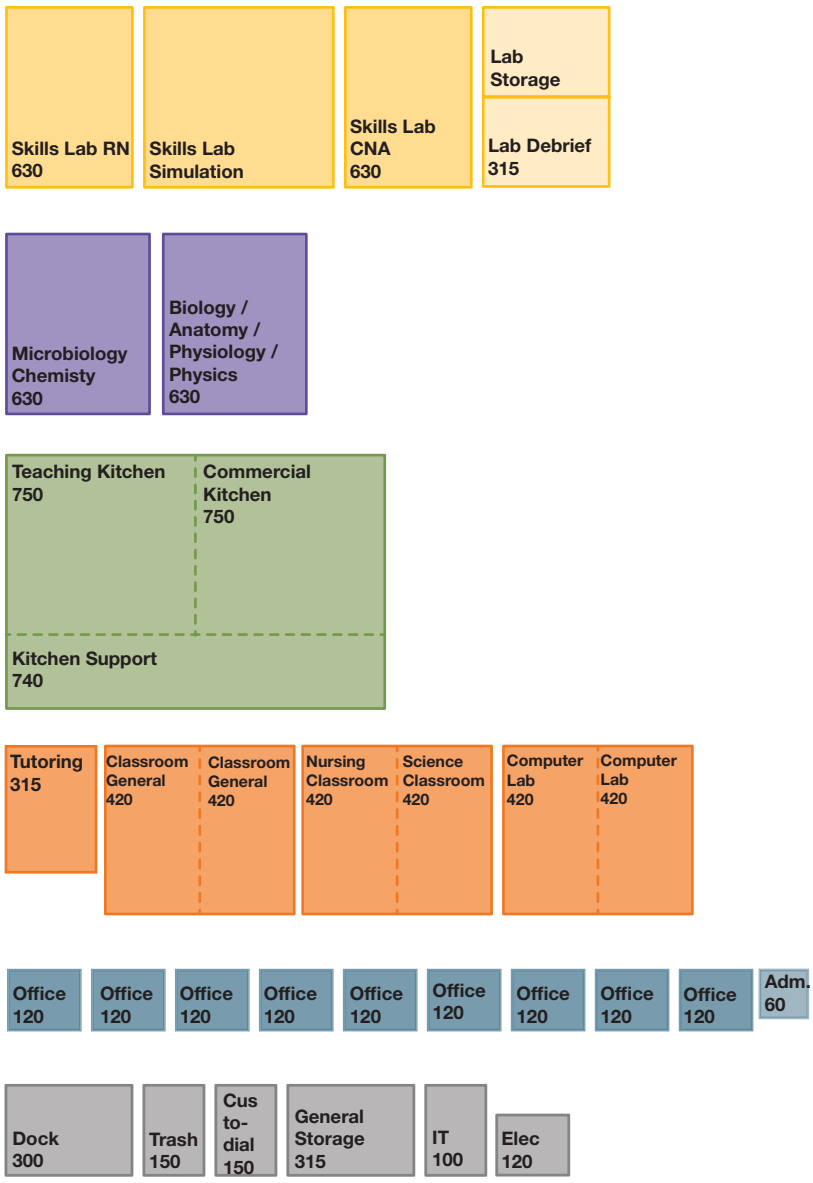
Science

Culinary

Classroom

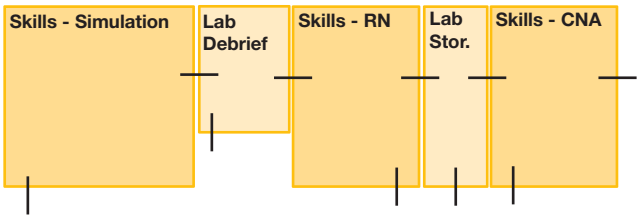
Office

Building Support

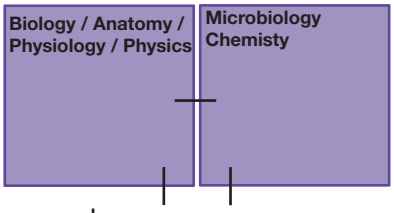


II.5 Program Adjacencies

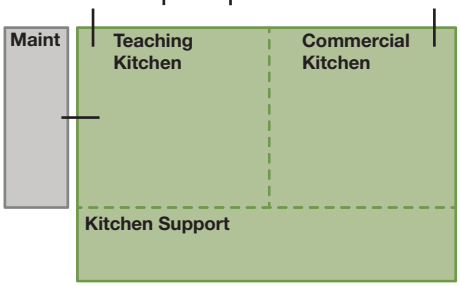
Nursing



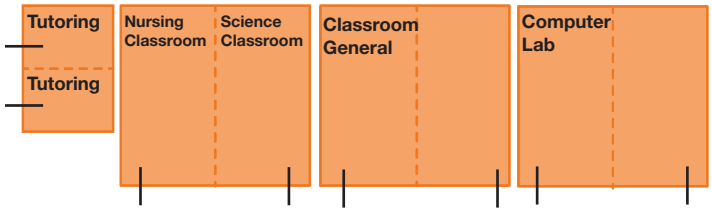
Science



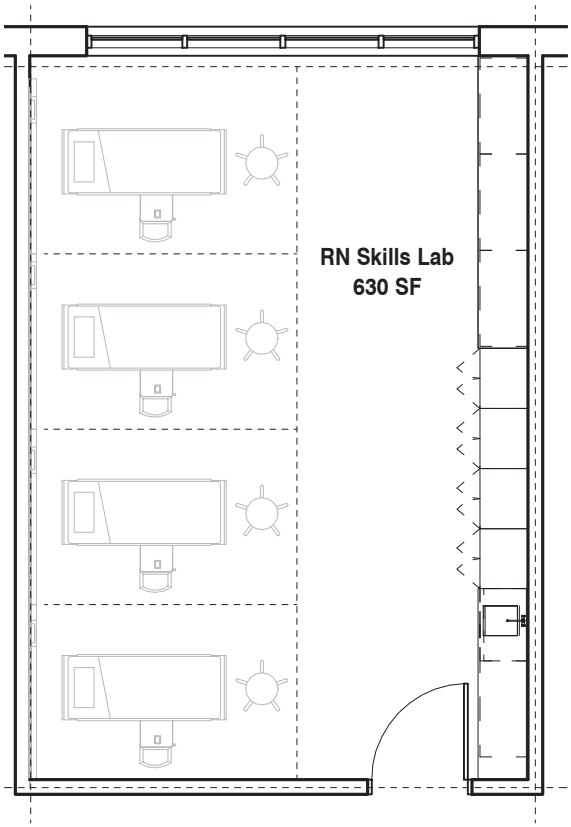
Culinary



Classroom



II.6 Room Data Sheets

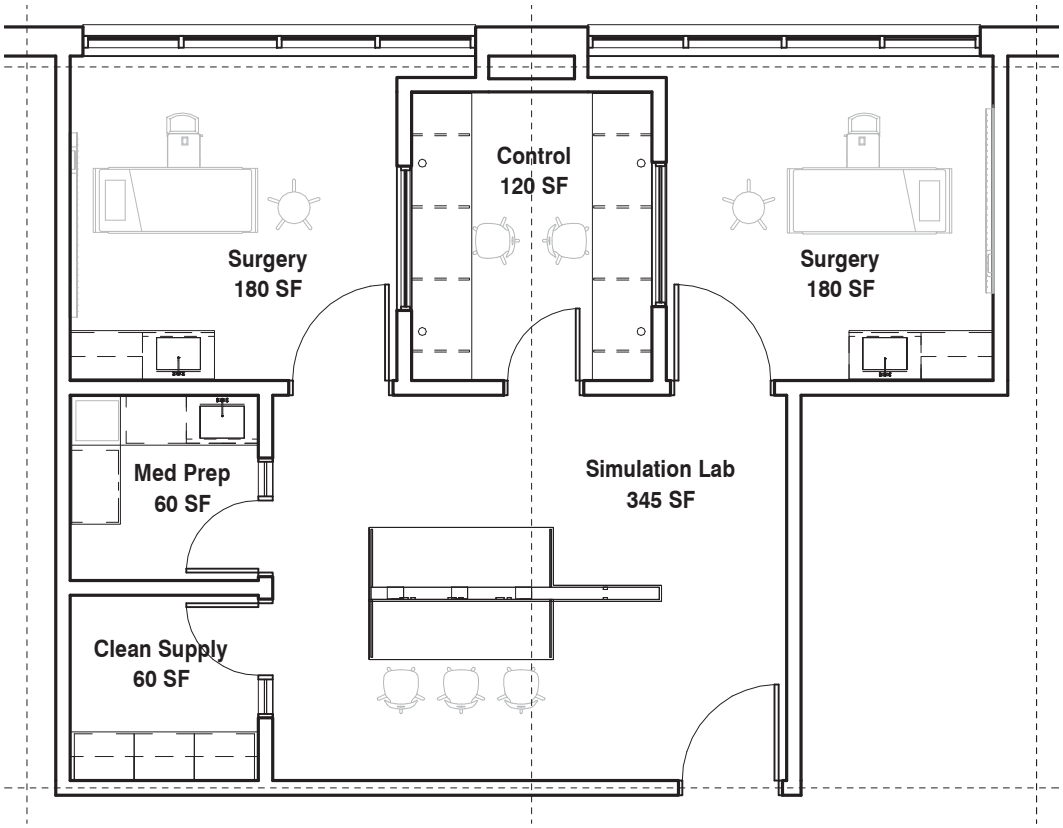


Nursing - Skills Lab RN

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Nursing Skills Lab RN
AREA:	630 sf
NUMBER OF STATIONS:	4
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Lab Debrief and Simulation Lab
SPECIALTY EQUIPMENT:	Nursing headwall, medical surgery bed, over bed table, exam stool
FLOORS:	Resilient sheet flooring
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	n/a
REMARKS:	4 beds 630 SF, need 1 lab support prep space 80 SF.

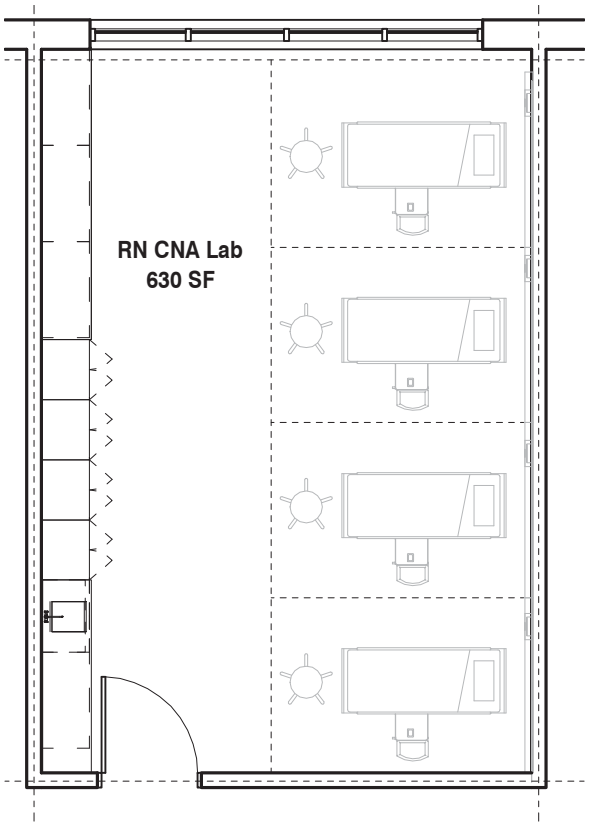


Nursing - Skills Lab Simulation

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Nursing Skills Lab Simulation
AREA:	945 sf
NUMBER OF STATIONS:	2 Surgery Rooms
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Lab Debrief and Skills Lab
SPECIALTY EQUIPMENT:	Nursing head wall, medical surgery bed, over bed table, exam stool, medical refrigerator, medstation, crash cart, PALS cart, simulation manikin equipment
FLOORS:	Resilient sheet flooring
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	Student task chairs
REMARKS:	2 - 175 SF surgery suites, 1 - 125 SF control room, 1 65 SF supply room, 1 65 SF med prep room, 1 - 480 SF nurse station

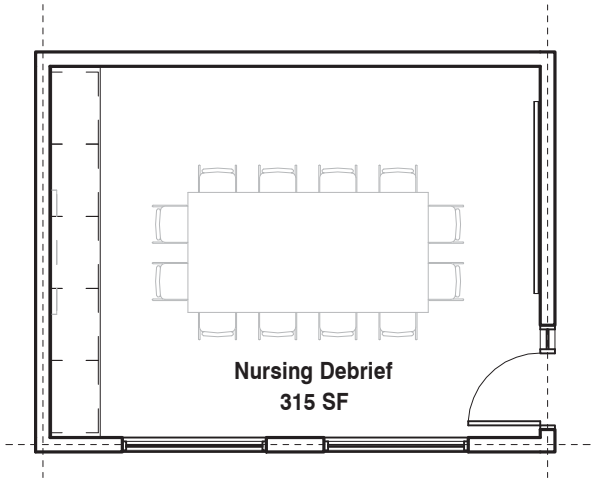


Nursing - Skills Lab CNA

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Nursing Skills Lab CNA
AREA:	630 sf
NUMBER OF STATIONS:	4
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Lab Debrief
EQUIPMENT:	Nursing head wall, medical surgery bed, over bed table, exam stool
FLOORS:	Resilient sheet flooring
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	n/a
REMARKS:	ADD ALTERNATE. 4 beds 630 SF, need 1 lab support prep space 80 SF, prep could be used by dental assistant + CNA State Testing.

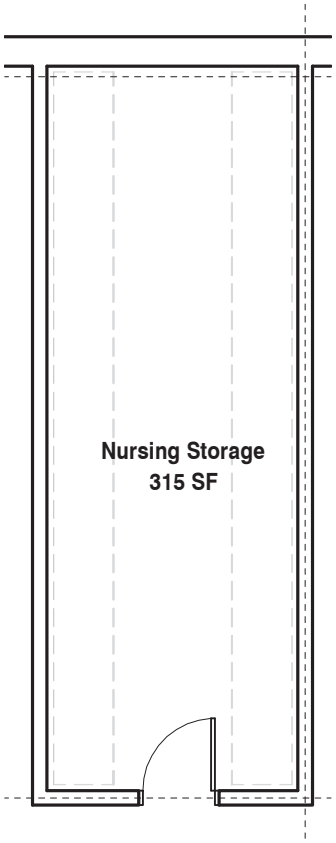


Nursing - Lab Support Debrief

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Nursing Debrief
AREA:	315 sf
NUMBER OF STATIONS:	12 seats
FUNCTION:	Conference
PRIMARY ADJACENCIES:	Skills CNA Lab, Skills RN Lab, Skills Simulation Lab and Allied Health
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	Rectangular conference table, office/conference chair
REMARKS:	1 - shared with Skills CNA and Allied Health, 1 - shared with Skills RN and Simulation Lab

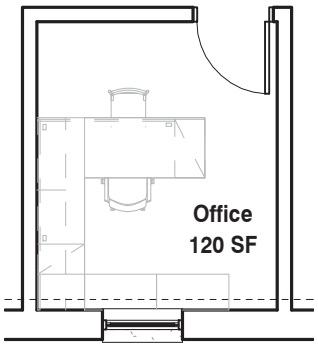


Nursing - Lab Support

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Nursing Storage
AREA:	315 sf
NUMBER OF STATIONS:	n/a
FUNCTION:	Storage
PRIMARY ADJACENCIES:	Nursing Labs
EQUIPMENT:	Mobile wire shelving, mannequin cart
FLOORS:	Sealed concrete
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	n/a
REMARKS:	Shared space

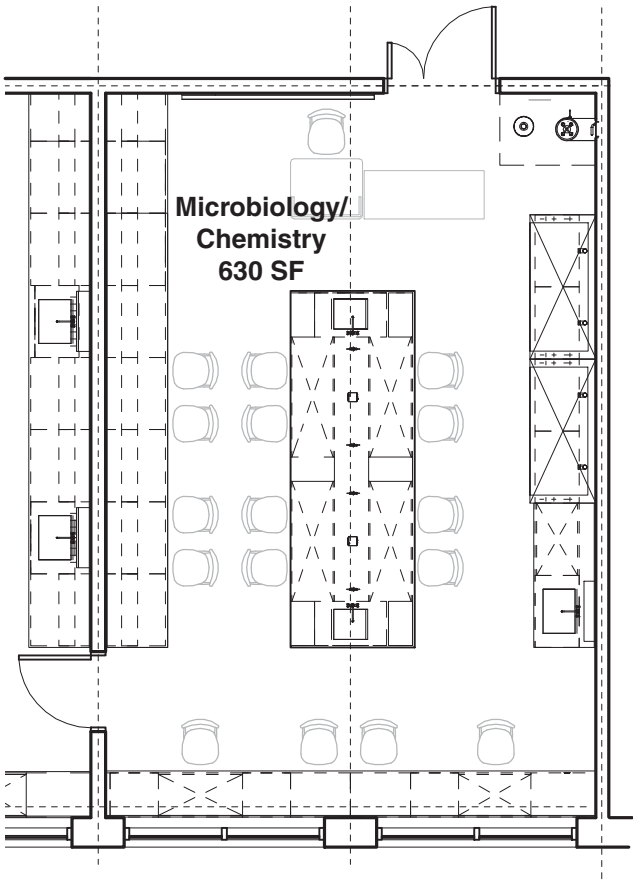


Faculty Office

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Faculty Office
AREA:	120 sf
NUMBER OF STATIONS:	1
FUNCTION:	Office
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	Faculty workstation, office task chair, bookcase, lateral file
REMARKS:	Nursing: 2 - nursing, 1 - allied health, 1 - future Science: 2 - faculty, 1 - future Culinary: 1 - hotel office, 1 - culinary General 1 - director, 1 - academic affairs, 1 - student affairs

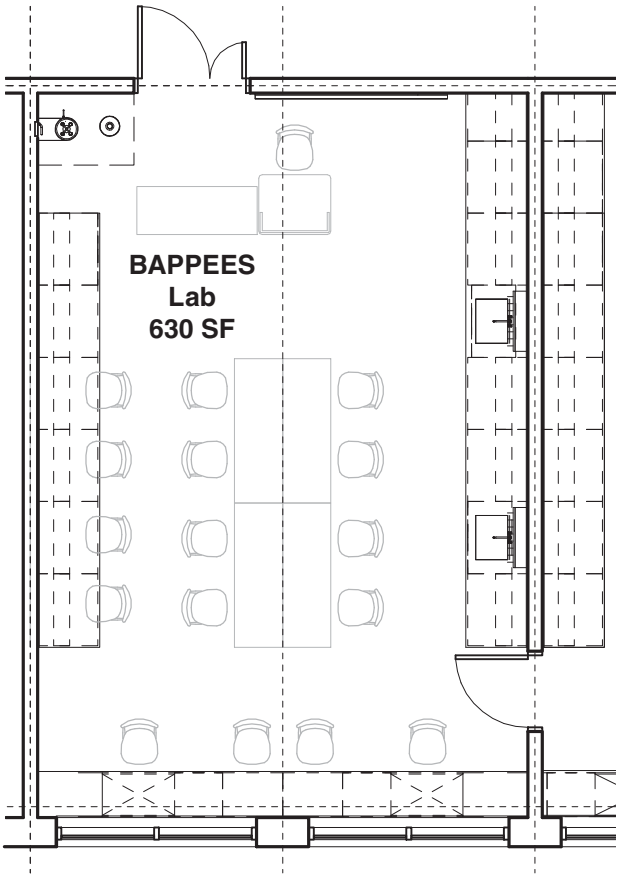


Science - Microbiology / Chemistry

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Microbiology & Chemistry Lab
AREA:	630 sf
NUMBER OF STATIONS:	16
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Biology, Anatomy, Physiology, Physics, and Earth and Environmental Sciences Lab
EQUIPMENT:	Chemical fume hoods
FLOORS:	Finished polished concrete with lab sealant
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	16 student task chairs, 1 instructor task chair, 1 classroom lectern, 1 movable table
REMARKS:	16 stations, fixed utilities, 2 fume hoods, need access to Prep space

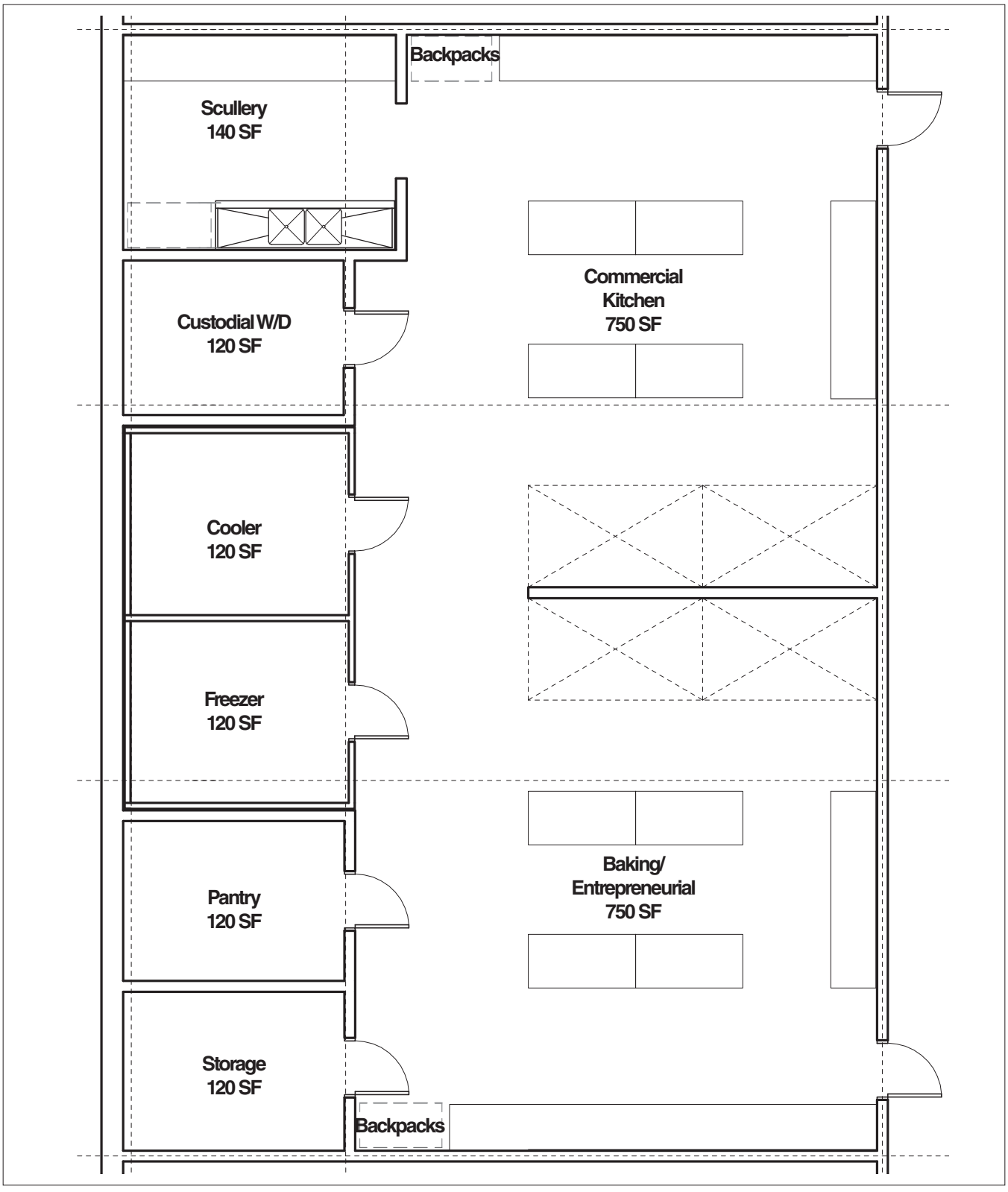


Science - Biology / Anatomy / Physiology / Physics / Earth Sciences

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Biology, Anatomy, Physiology, Physics, and Earth and Environmental Sciences
AREA:	630 sf
NUMBER OF STATIONS:	16
FUNCTION:	Lab
PRIMARY ADJACENCIES:	Microbiology and Chemistry Lab
EQUIPMENT:	Lab growth chamber
FLOORS:	Finished polished concrete with lab sealant
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	16 student task chairs, 1 instructor task chair, 8 movable tables + 1 instructor movable table, 1 classroom lectern
REMARKS:	16 Stations, no hoods, need access to Prep space, fixed equipment at perimeter, storage for student kits

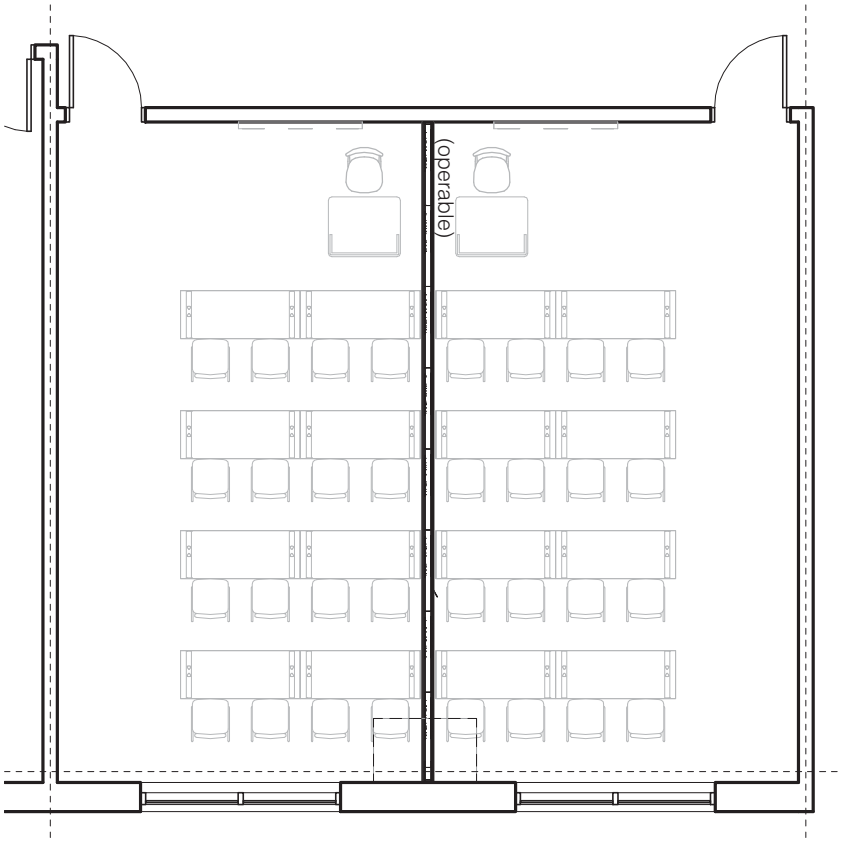


Culinary

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Commercial and Baking Kitchen Labs
AREA:	2460 sf
NUMBER OF STATIONS:	16 per kitchen
FUNCTION:	Culinary Lab
PRIMARY ADJACENCIES:	Service, Classrooms, and main entry
EQUIPMENT:	Commercial Kitchen: 4 ranges - 6 burners each, 2 grills, 2 fryers, refrigerator, small Kombi oven, stack convection oven, vertical food slicer, vertical food chopper, 20 quart mixer, ice maker, bowl food processor, small tilt skillet, salamander above range, small bench top smoker. Baking Kitchen: 2 ranges - 6 burners each, convection oven, deck oven, small kombi oven, proof box, floor mounted mixer, sprayer wash system for hosing out both kitchens.
FLOORS:	Finished polished concrete
WALLS:	GWB
CEILING:	Suspended acoustic panel ceiling - waterproof and washable
FURNITURE:	4 tables for 4 students each, for each lab
REMARKS:	Commercial Kitchen with 16 stations, includes storage, pantry, adjacent to dock Baking Kitchen with 16 stations, public use/non-credit classes.

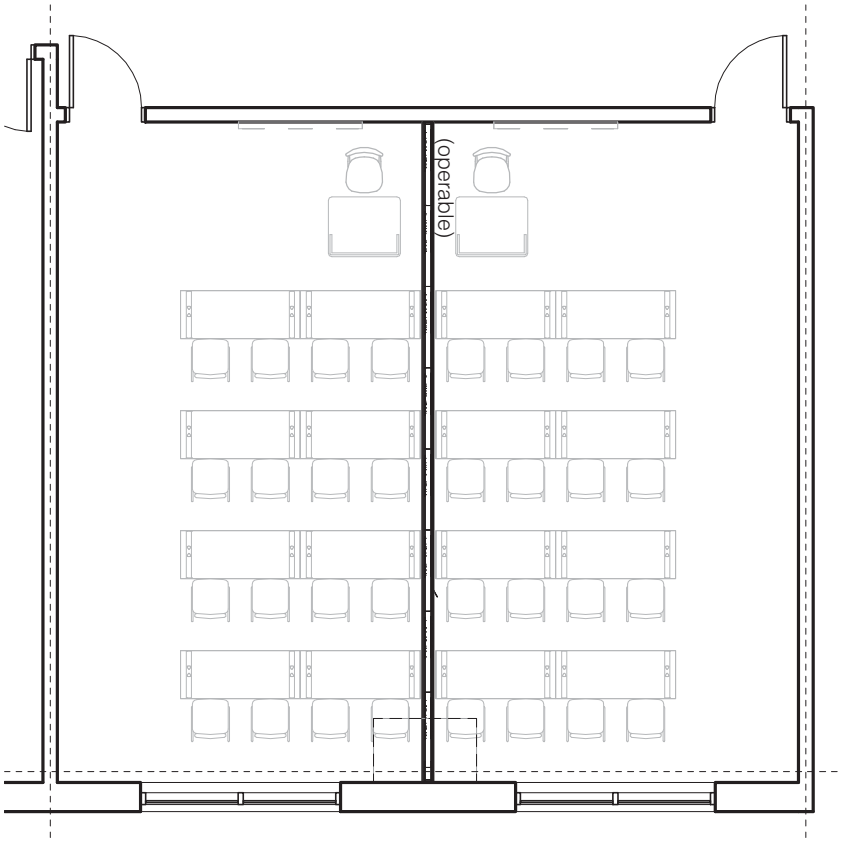


Classrooms - General

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	General Classroom
AREA:	420 sf
NUMBER OF STATIONS:	16
FUNCTION:	Classroom
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB, operable partition
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	1 Classroom lectern, 1 instructor task chair, 8 folding classroom training tables, 16 stacking classroom chairs
REMARKS:	16 students, operable partition to create one large room for 32 students. Video conference classroom.

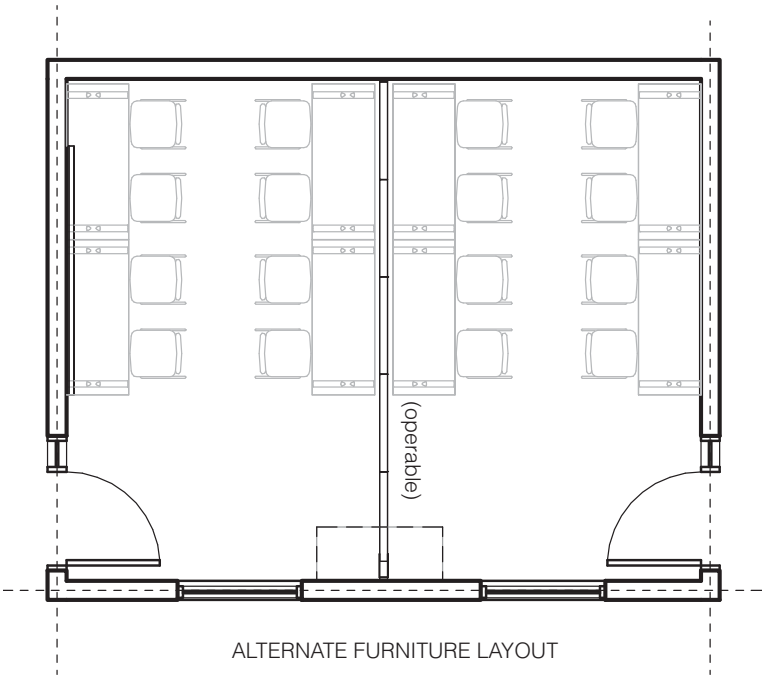


Computer Lab - General

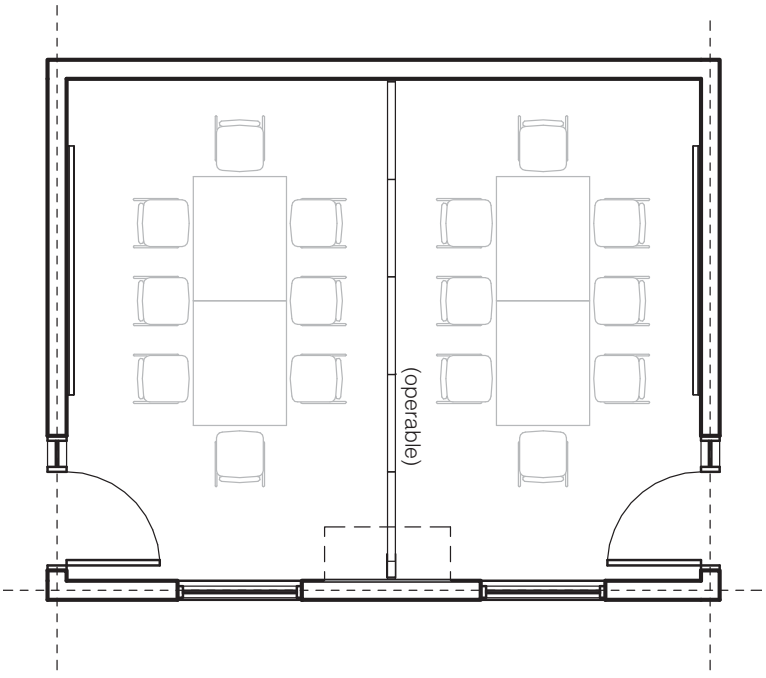
0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Computer Lab
AREA:	420 sf
NUMBER OF STATIONS:	16
FUNCTION:	Classroom
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB, operable partition
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	1 classroom lectern, 1 instructor task chair, 8 two-tier computer tables, 16 stacking classroom chairs
REMARKS:	16 students, operable partition to create one large room for 32 students



ALTERNATE FURNITURE LAYOUT



Computer Lab - Tutoring

0' 1' 5' 10'

Architectural Specifications

ROOM NAME / NUMBER:	Tutoring
AREA:	315 sf
NUMBER OF STATIONS:	6
FUNCTION:	Classroom
PRIMARY ADJACENCIES:	n/a
EQUIPMENT:	n/a
FLOORS:	Carpet
WALLS:	GWB, operable partition
CEILING:	Suspended acoustic panel ceiling
FURNITURE:	1 square conference table, 6 stacking classroom chairs
REMARKS:	Similar to the Nursing Debrief room, seating for 6, operable partition to seat 12, video conferencing

III. CONCEPT

III.1 Design Process

The conceptual organization and design shown within this report is driven by several basic parameters. The CWC Jackson Center has several programmatic areas of emphasis, each with unique needs and adjacencies. The culinary program spaces are primarily a commercial kitchen, community kitchen and support spaces. The general classrooms have an operable partition to allow them to function as one large banquet room. The nursing program includes simulation labs, support spaces, and a small debriefing classroom. The science program consists of two teaching labs. The classrooms are distributed throughout the building. Finally, the building provides faculty office space as well. Each of these areas are intended to be academic or functional rooms within the larger building, and to be readily found and clearly organized for building users. The overall facility will have a single, primary public entry, as well as a service entrance.

The culinary program spaces are comprised of two highly functional kitchen and kitchen support spaces with very specific needs. They are located adjacent to one another, and near the building service entry for easy access of food and other supplies. The kitchen spaces are large areas in footprint. The culinary spaces will be accessed directly from the public lobby.

The nursing and science spaces may be functionally combined into a single academic zone very effectively. All program areas are able to share a structural module very efficiently and effectively. Integrated into the science and nursing/allied health spaces will be general-purpose classrooms, which may be used as breakout spaces and impromptu meeting areas for these programs during the day when classes are scheduled. These spaces will also be utilized by the community during the day and in the evening for community meeting functions.

Faculty office areas will be distributed throughout the building and near the main entry. These areas are intended to open and be welcoming to students and to limit the effect of a private faculty realm. Locating offices adjacent to the educational program areas will facilitate student/faculty interaction and faculty oversight of activities going on within these spaces.

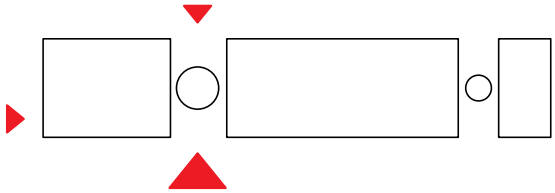
III.2 Concept Program Diagrams

Scheme A - One Story

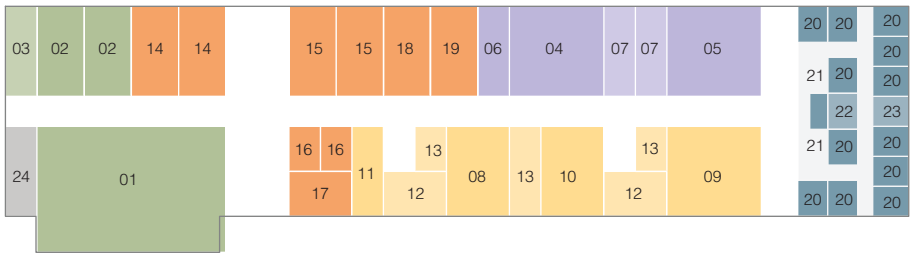
Pros: public entry adjacent to parking
separate staff entry
screened loading
efficient plan

Cons: single story scheme is site intensive
admin/reception function is distant from public entry

PARTI



PROGRAM DIAGRAM



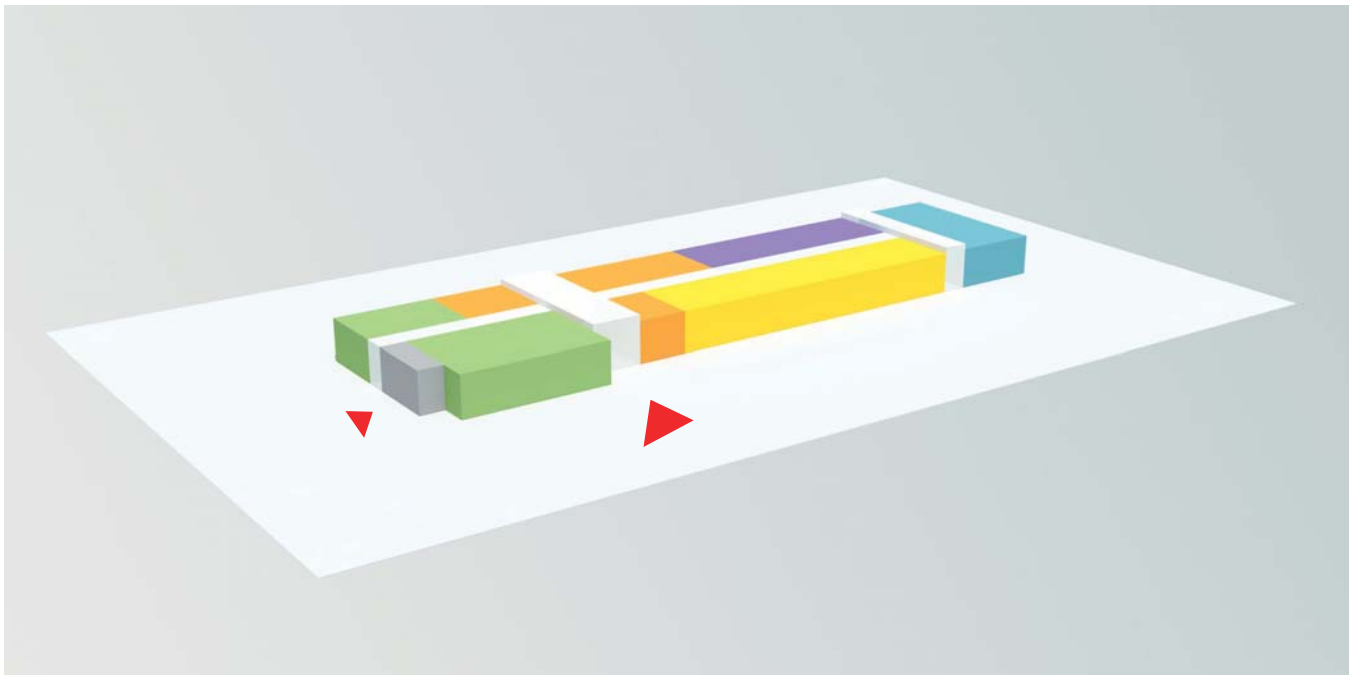
GRAPHIC LEGEND parti and program diagram

Culinary	Science	Office	Primary Entry
Nursing	Classroom	Building Support	Secondary Access

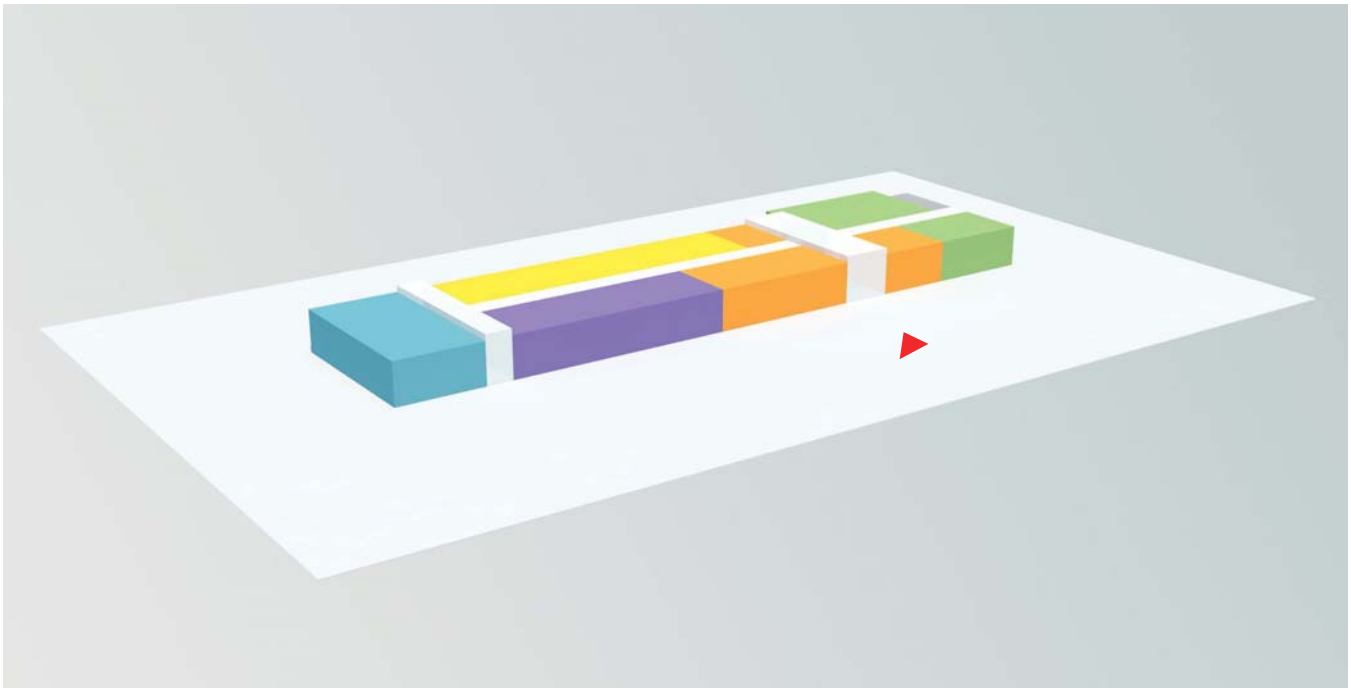
PLAN KEY program diagram

01	Kitchens	07	Stock / Prep Room	13	Nursing Storage/Prep	19	Science Classroom
02	Banquet Room	08	Skills - RN	14	General Classroom	20	Private Office
03	Chair Storage	09	Skills - Lab Simulation	15	Computer Classroom	21	Reception
04	Micro/Chemistry Lab	10	Skills - CNA	16	Computer Tutoring	22	Print / Work
05	Bio/Anatomy/Phys Lab	11	Skills - Allied Health	17	Computer Testing	23	Break Room
06	INBRE	12	Nursing Debrief	18	Nursing Classroom	24	Dock

MASSING



view from main entry



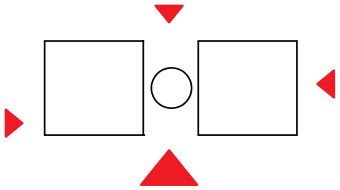
view from service entry

Scheme B - Two Story, Consolidated

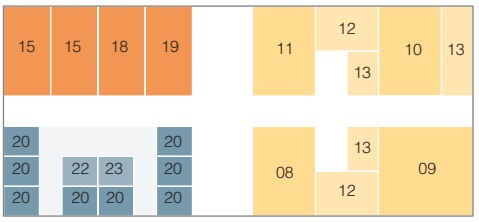
Pros: central entry adjacent to parking
admin is located by front door
site efficient scheme
distributes activity throughout building

Cons: scheme does not efficiently stack
staff does not have separate entry

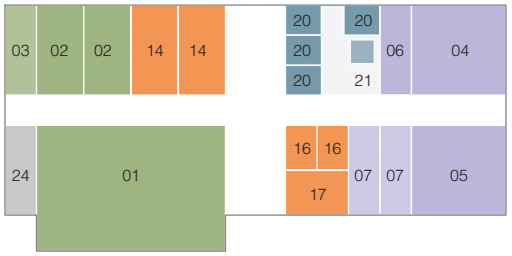
PARTI



PROGRAM DIAGRAM



second floor



first floor

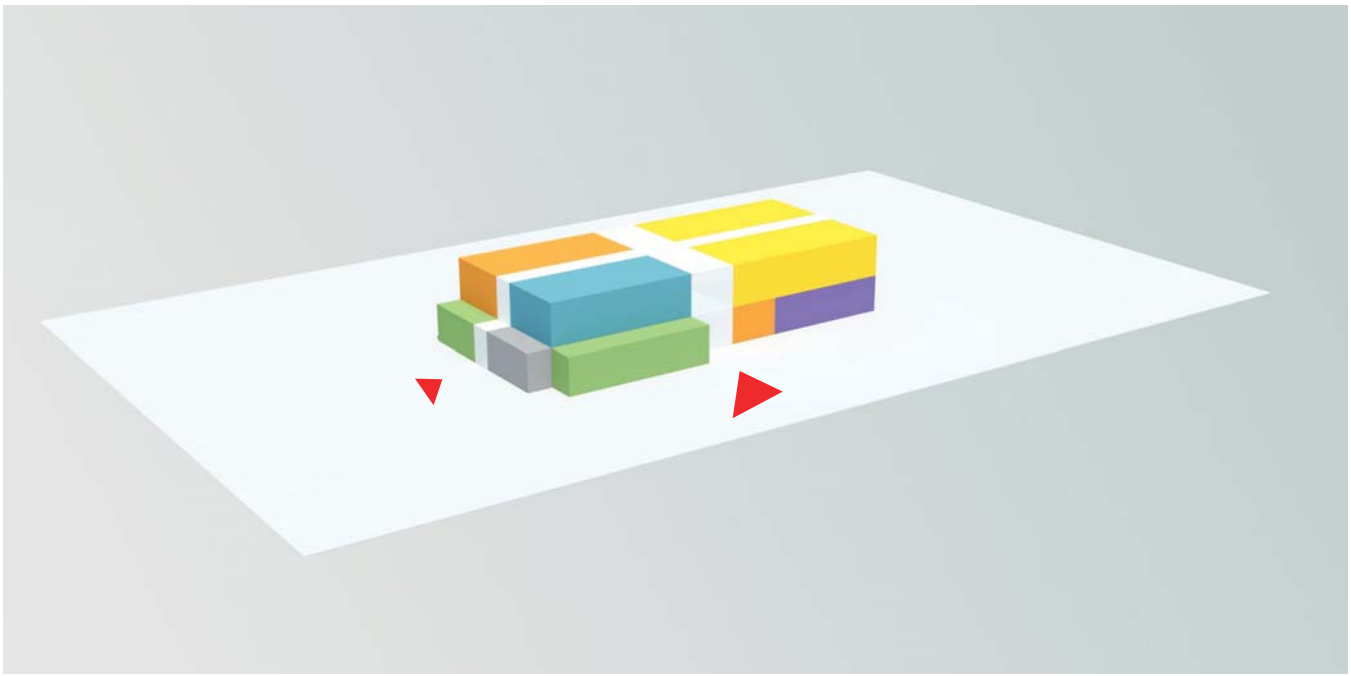
GRAPHIC LEGEND parti and program diagram

Culinary
Nursing
Science
Classroom
Office
Building Support
Primary Entry
Secondary Access

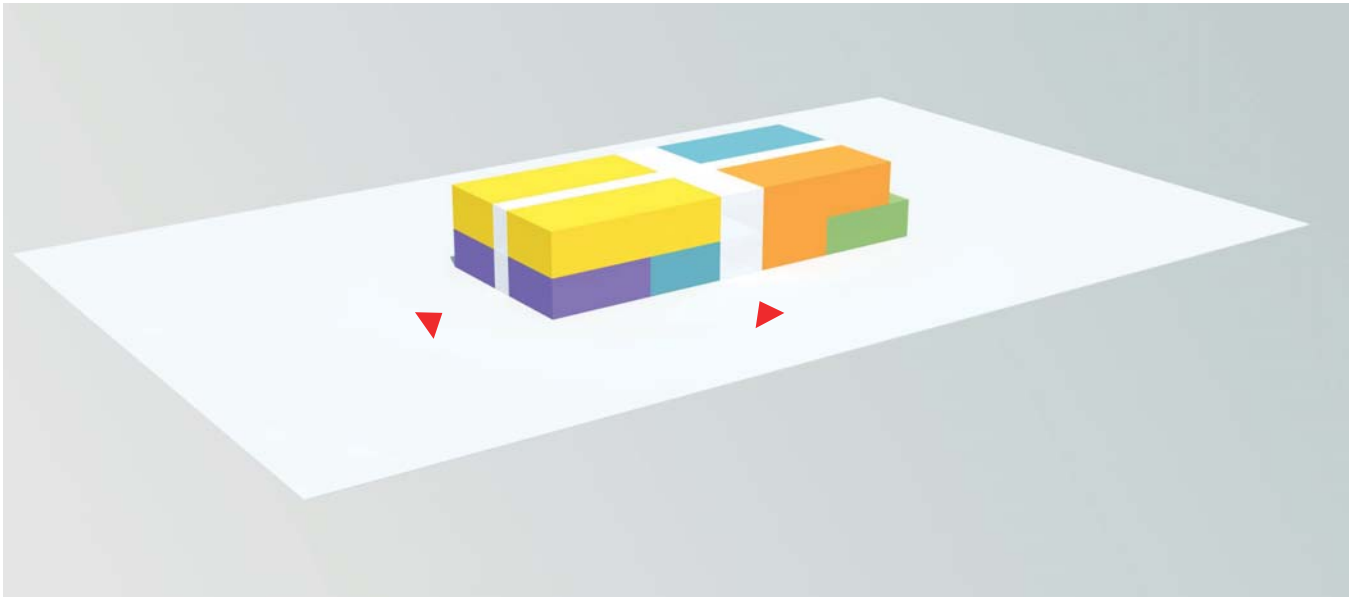
PLAN KEY program diagram

01	Kitchens	07	Stock / Prep Room	13	Nursing Storage/Prep	19	Science Classroom
02	Banquet Room	08	Skills - RN	14	General Classroom	20	Private Office
03	Chair Storage	09	Skills - Lab Simulation	15	Computer Classroom	21	Reception
04	Micro/Chemistry Lab	10	Skills - CNA	16	Computer Tutoring	22	Print / Work
05	Bio/Anatomy/Phys Lab	11	Skills - Allied Health	17	Computer Testing	23	Break Room
06	INBRE	12	Nursing Debrief	18	Nursing Classroom	24	Dock

MASSING



view from main entry



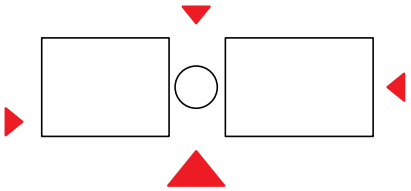
view from service entry

Scheme B.1 - Two Story, 1+2

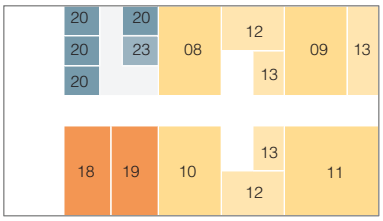
Pros: efficiently stacks
celebrates culinary component
central entry adjacent to parking
admin is located on each floor

Cons: less efficient site footprint
banquet room does not have a public outdoor edge

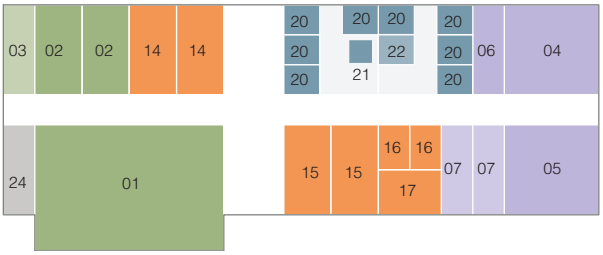
PARTI



PROGRAM DIAGRAM



second floor



first floor

GRAPHIC LEGEND parti and program diagram

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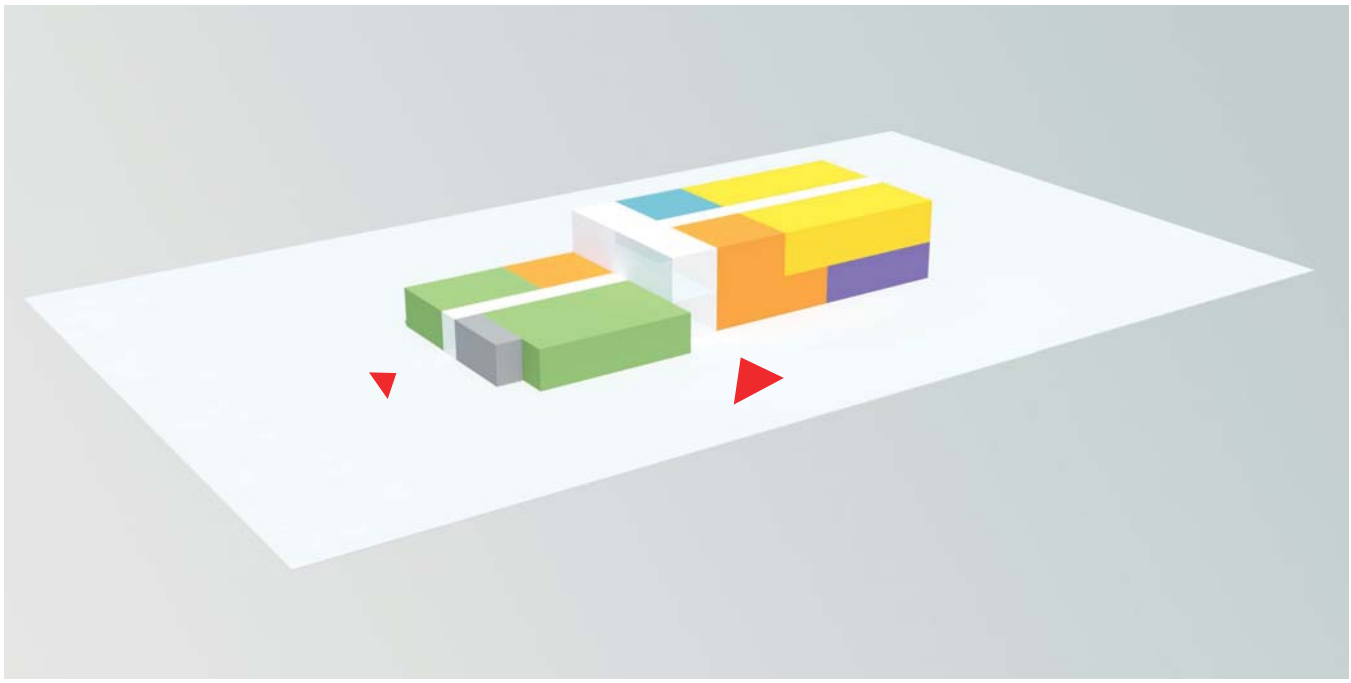
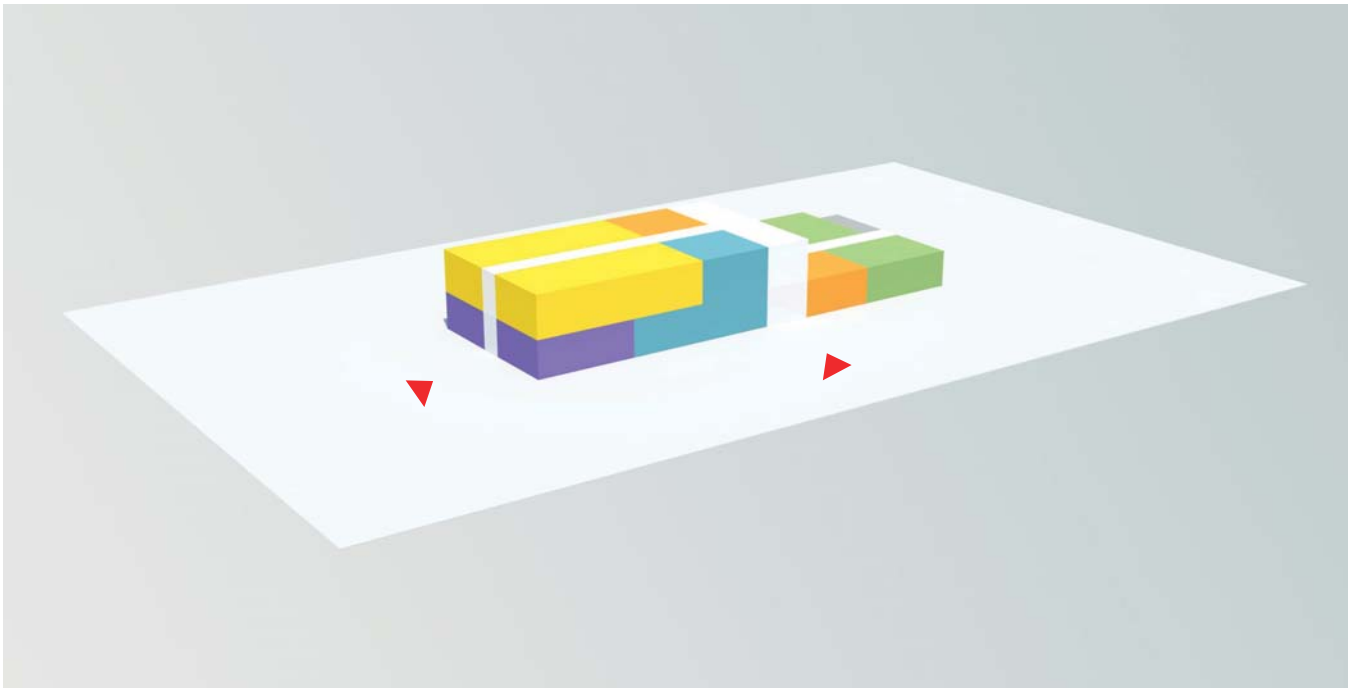


view from main entry



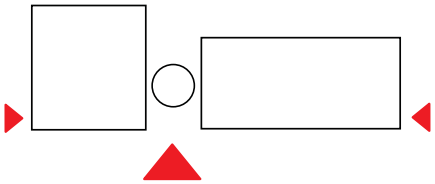
view from service entry

Scheme B.1 - Two Story, 1+2 Single-Loaded

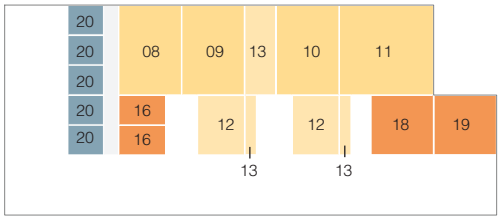
Pros: central entry adjacent to parking
celebrates culinary component
banquet room along public outdoor space

Cons: less efficient plan - additional building circulation
larger site footprint

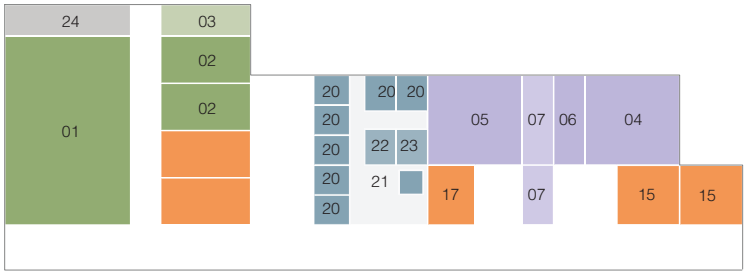
PARTI



PROGRAM DIAGRAM



second floor



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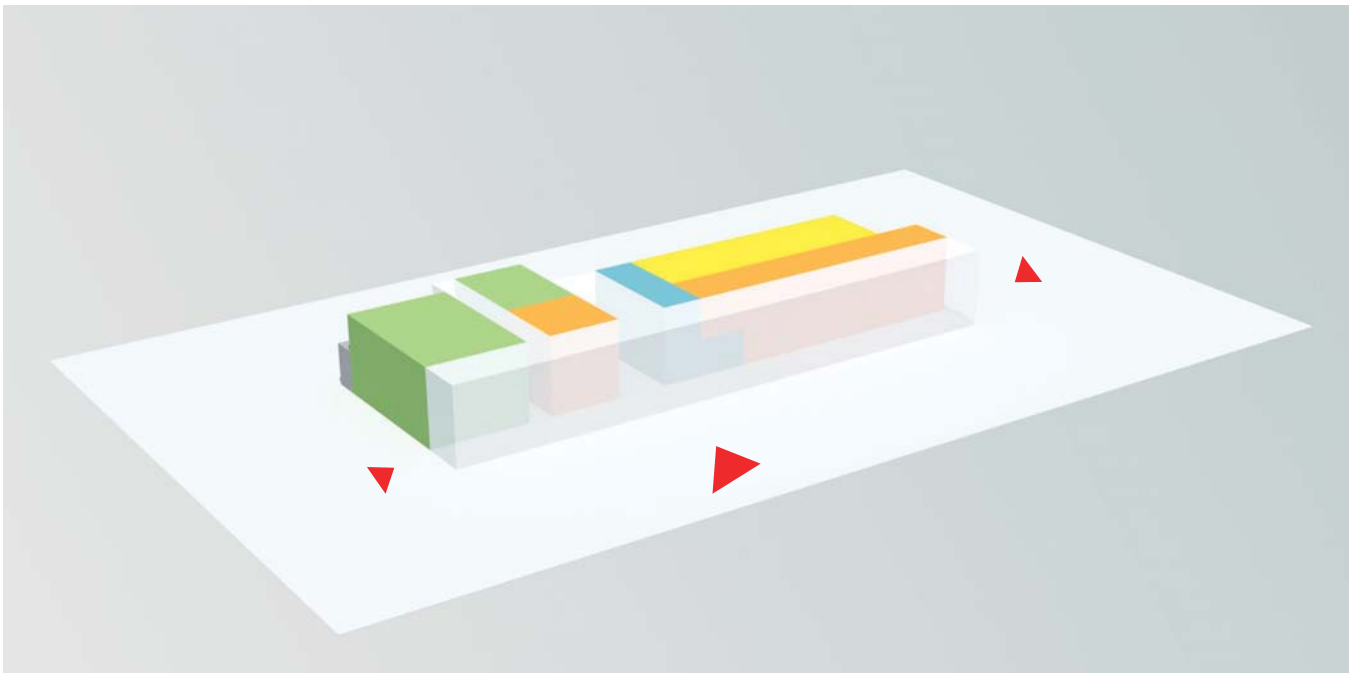
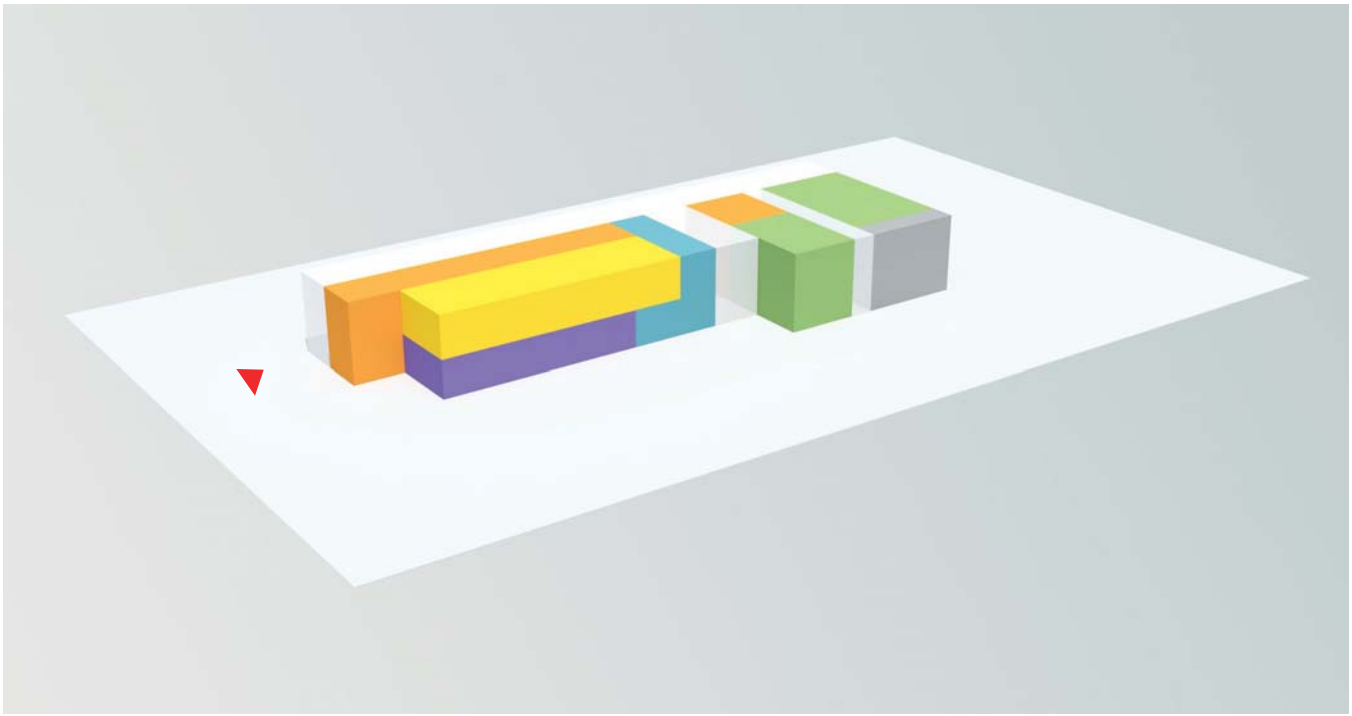


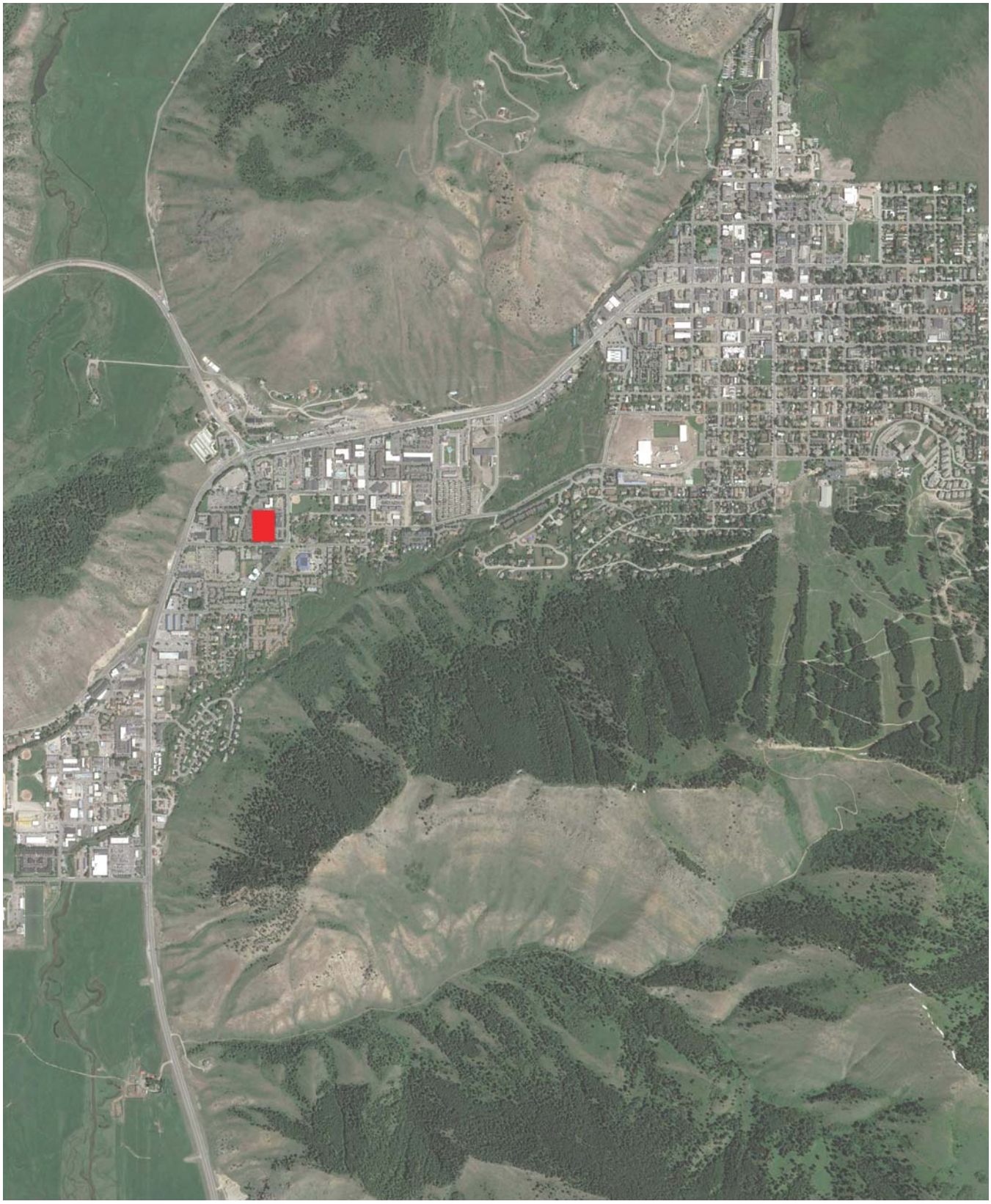
view from main entry



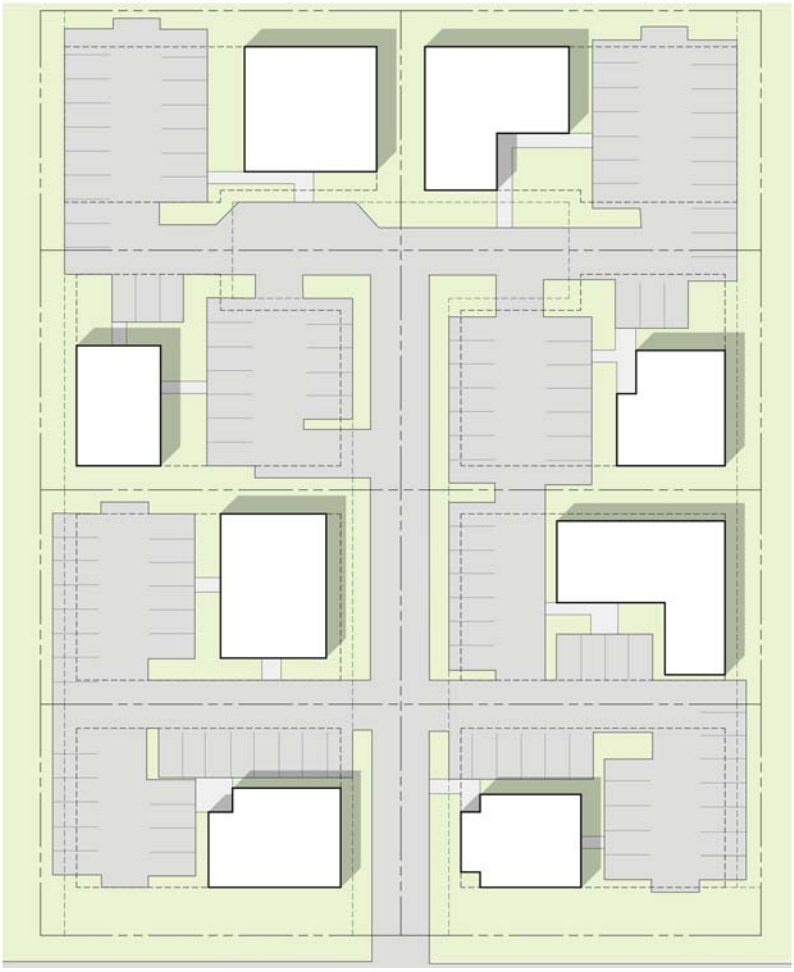
view from service entry

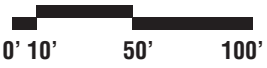
IV. VERONICA LANE

IV.1 Vicinity Map

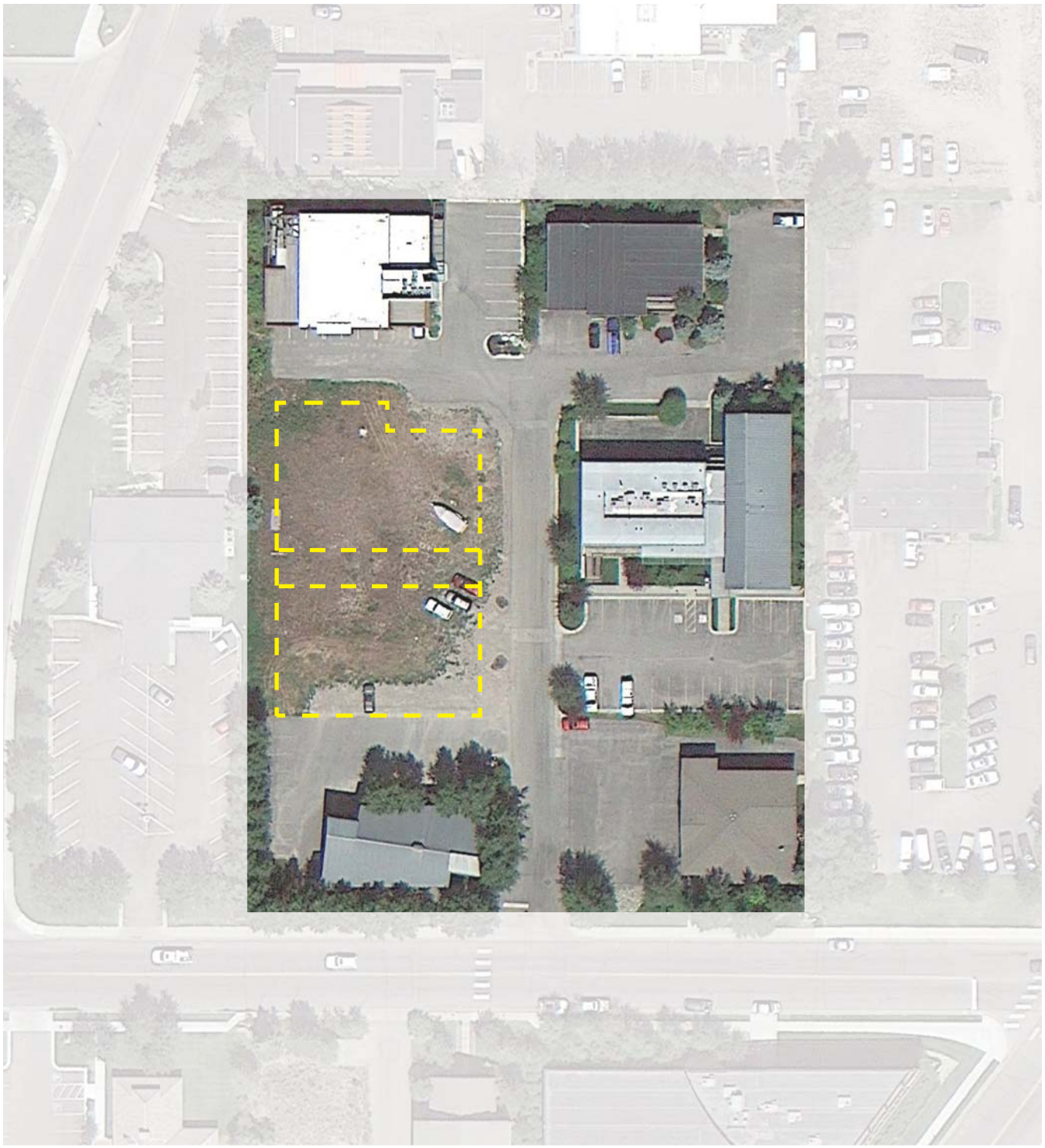


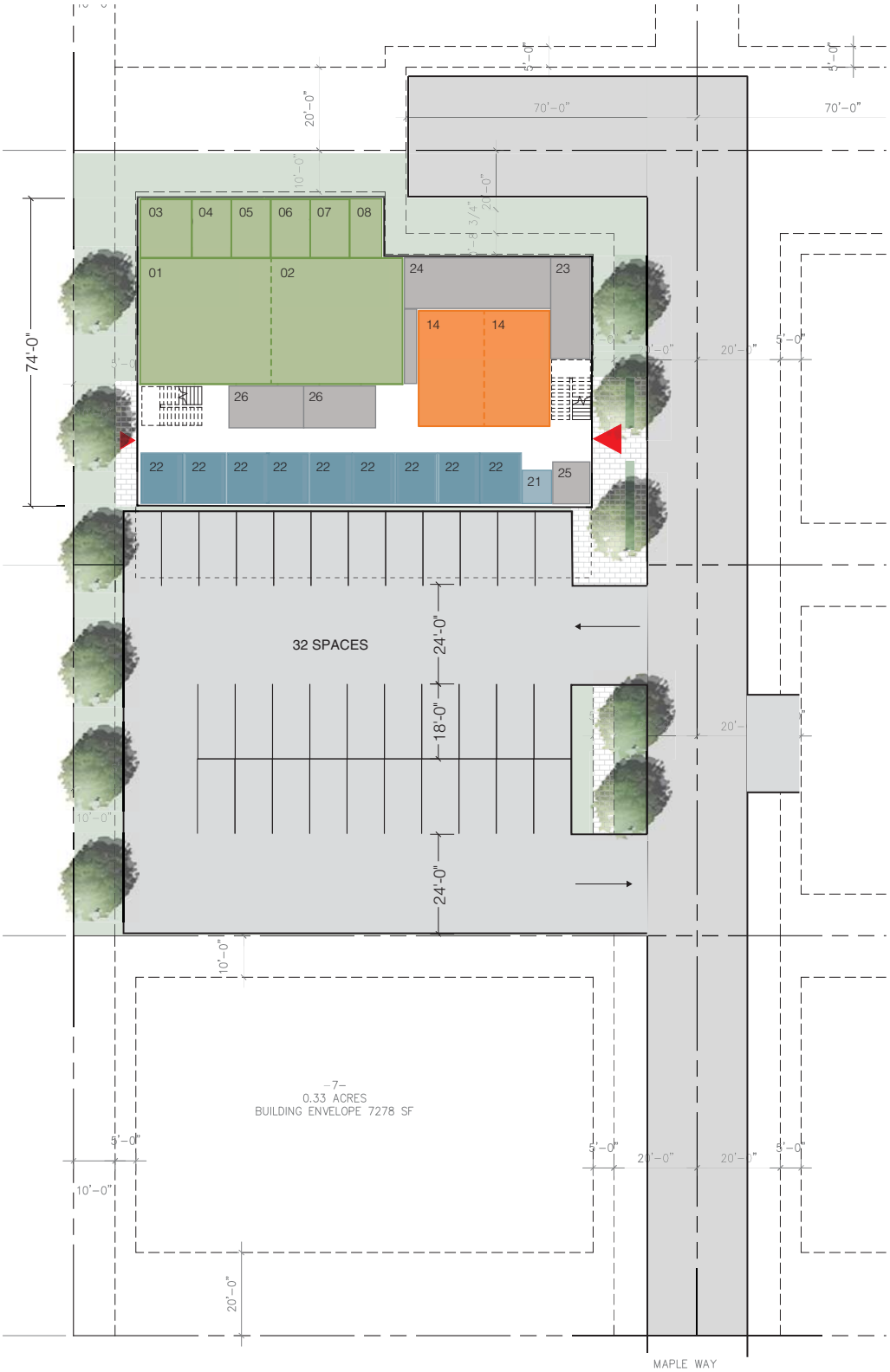
IV.2 Veronica Lane Development Plan Proposed





IV.3 Veronica Lane Existing Coonditions





PLAN KEY

01 Teaching Kitchen
02 Commercial Kitchen
03 Scullery
04 Cooler
05 Freezer
06 Pantry
07 Washer/Dryer
08 Storage
09 Skills - RN
10 Skills - SIM
11 Skills - CNA
12 Debrief
13 Storage
14 General Classroom
15 Computer Lab
16 Tutoring
17 Nursing Classroom
18 Science Classroom
19 Micro/Chem Lab
20 Bio/Anatomy Lab
21 Administration
22 Office
23 Mechanical
24 Building Support
25 Elevator
26 Rest room

Level 1 Height = 15'- 4"
Level 2 Height = 15' - 4"
Parapet Height = 3' - 4"
Total Height = 34' - 0"

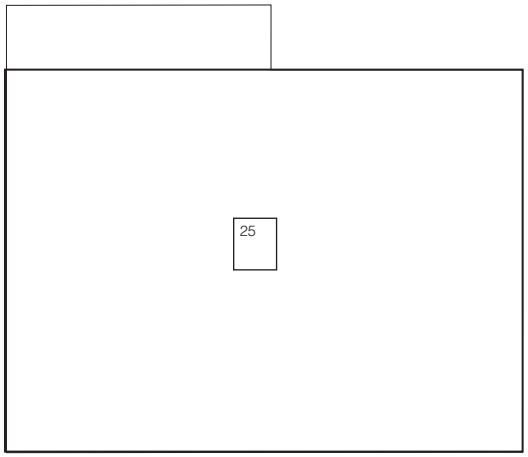
Basement - 1,400 GSF

Level 1 - 7,300 GSF
Level 2 - 8,640 GSF
Total = 15,940 GSF

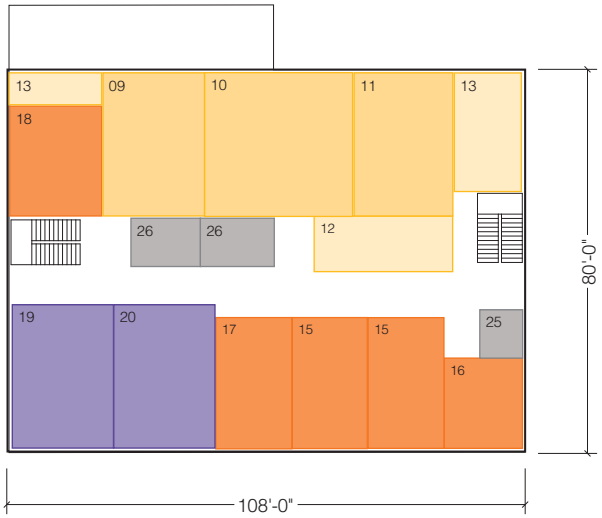
SITE PLAN / LEVEL 1

Culinary
Nursing
Science
Classroom
Office
Building Support
Primary Entry
Secondary Access

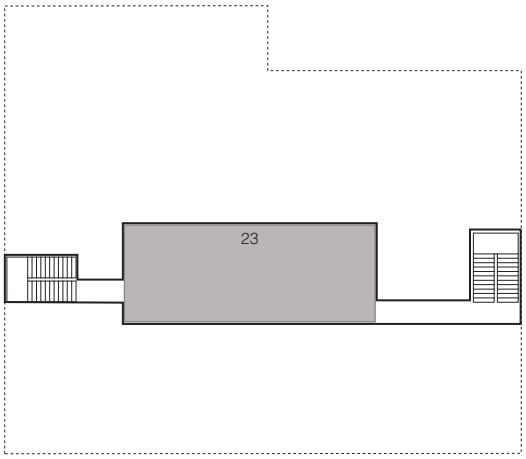
IV.4 Veronica Lane Concept Plan - Option 1



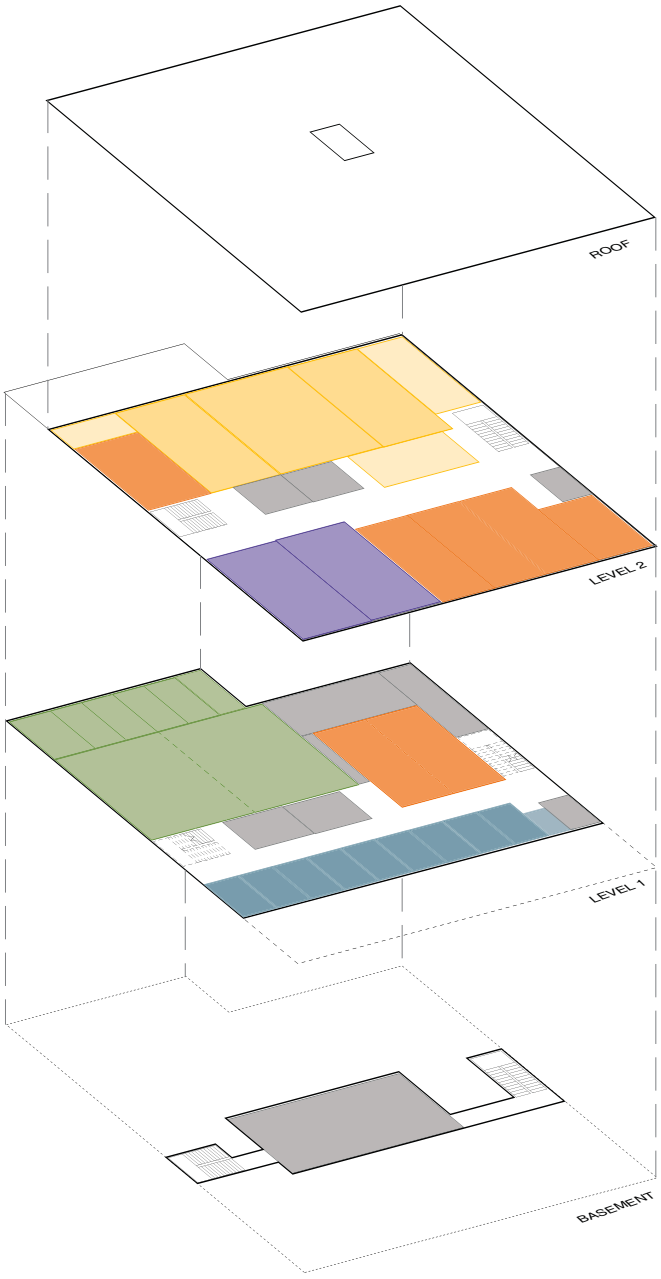
ROOF



LEVEL 2



BASEMENT PLAN



STACKING DIAGRAM

PLAN KEY

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Level 1 Height = 15'- 4"
Level 2 Height = 15' - 4"
Parapet Height = 3' - 4"
Total Height = 34' - 0"

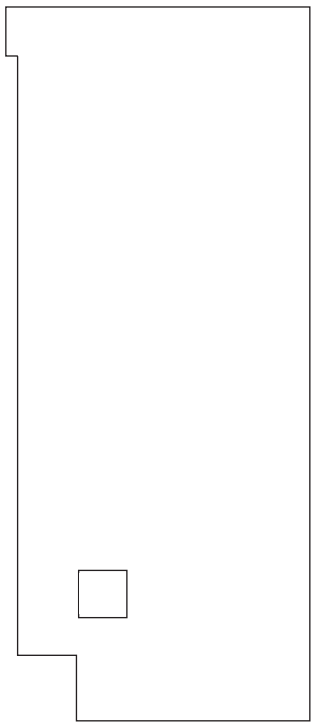
Mechanical - 1,400 GSF

Level 1 - 6,780 GSF
Level 2 - 9,160 GSF
Total = 15,940 GSF

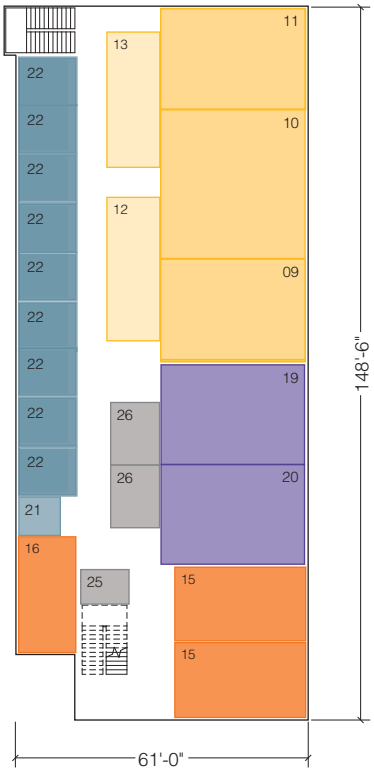
SITE PLAN / LEVEL 1

Culinary
Nursing
Science
Classroom
Office
Building Support
Primary Entry
Secondary Access

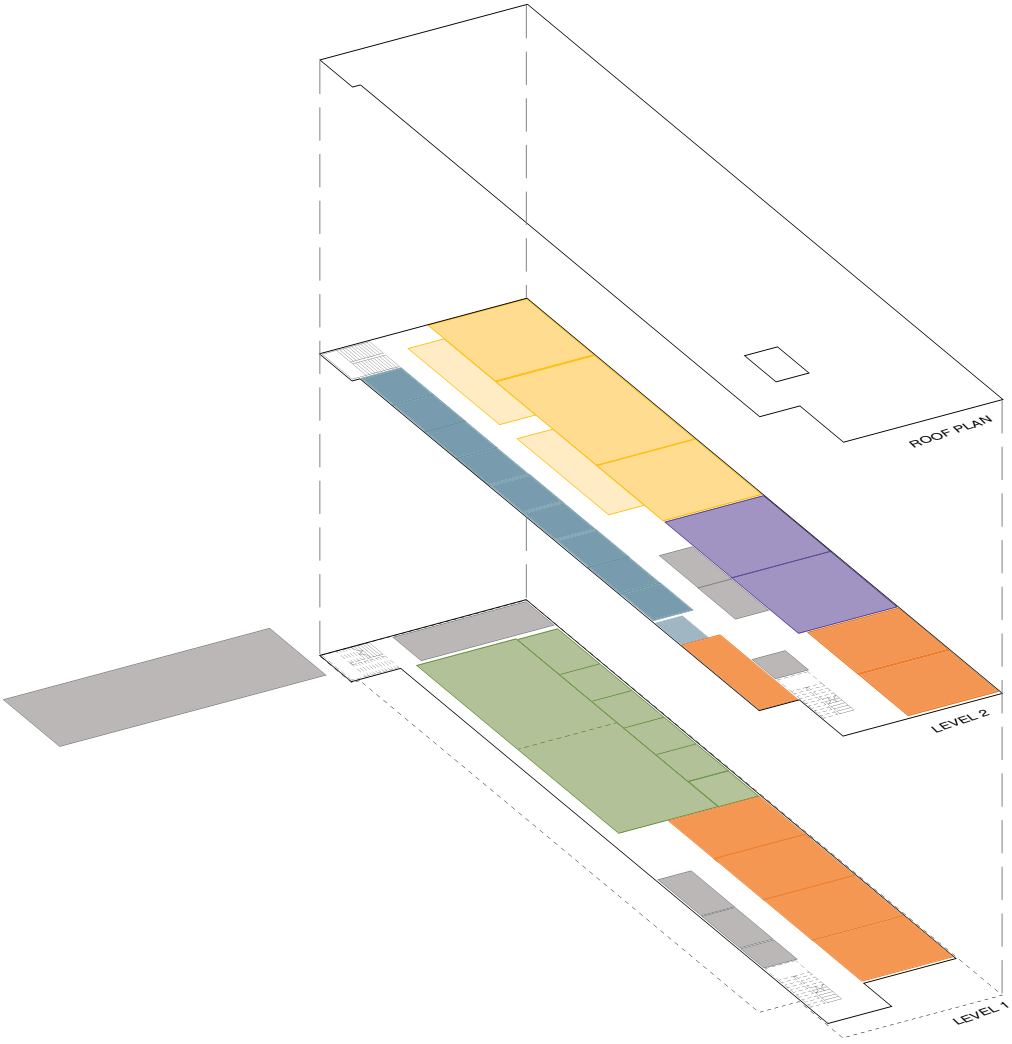
IV.4 Veronica Lane Concept Plan - Option 2



ROOF



LEVEL 2



STACKING DIAGRAM

V. COST

V.1 Owner Project Budget

			Cost/GSF		Project Budget
Land Acquisition					
Land Purchase Cost					by Owner
Estimated Owner Soft Costs - Academic Building					
Advertisement		$	0.08		$1,500
Building Permit		$	16.76		$300,000
Tap Fees (Water and Sewer)		$	3.35		$60,000
Utility Fees (Gas, Electricity, Phone/Fiber)		$	1.68		$30,000
Equipment		$	50.29		$900,000
Furnishings		$	16.76		$300,000
Artwork		$	5.59		$100,000
Relocation-Owner Move		$	1.96		$35,000
Owner Project Contingency		$	27.94		$500,000
Professional Fees		$	41.91		$750,000
Entitlement Process		$	3.63		$65,000
Geotechnical Report		$	0.42		$7,500
Surveying		$	0.42		$7,500
Commissioning		$	2.79		$50,000
Subtotal Soft Costs		**$**	**173.60**		**$3,106,500**
Construction - Academic Building					
Area - Academic Building			17,895	SF	
New Academic Building		$	452.21	$	8,092,232
Inflation to Q2 of 2020 (1.75% per quarter)	21.0%	$	94.96		$1,699,369
Subtotal Academic Building		**$**	**547.17**		**$9,791,600**
Information Technology - Academic Building					
Equipment					
(a) A/V Equipment		$	4.00		$71,580
(b) Security		$	2.50		$44,738
(c) IT		$	3.50		$62,633
Communications		$	2.00		$35,790
Subtotal Equipment and Furnishings		**$**	**12.00**		**$214,740**
Total					**$13,112,840**

V.2 Parking Lot Construction Cost Model

			Program Estimate
	Cost/GSF		Project Budget
Land Acquisition			
Land Purchase Cost		by Owner	
Construction - Parking			
Area - Parking GSF - 30 stalls @ 350 SF per stall	10,500	SF	
New 30 space parking lot	$14.00		$147,000
Subtotal Parking			**$147,000**
Total			**$147,000**

V.3 Programmatic Construction Cost Model

Space	Area	Qty	Net SF (asf)		Unit Cost	Gross SF (gsf)		Modeled Cost	
Nursing			3,159	$	450	4,759		2,141,741	27%
Labs			2,205			3,021	$	1,535,345	
Skills Lab RN	630	1	630		508	863		438,670	
Skills Lab Simulation	945	1	945		508	1,295		658,005	
Skills Lab CNA	630	1	630		508	863		438,670	
Lab Support			630			1,295		445,617	
Storage	315	1	315		327	863		281,860	
Debrief	315	1	315		380	432		163,757	
Offices			324			444		160,779	
Faculty Office	108	3	324		362	444		160,779	
Science			1,476	$	537	2,022		1,085,758	12%
Labs			1,260			1,726	$	978,571	
Microbiology / Chemistry	630	1	630		574	863		495,737	
Biology / Anatomy / Physiology / Physics / Earth + Env Science	630	1	630		559	863		482,835	
Offices			216			296		107,186	
Faculty Office	108	2	216		362	296		107,186	
Culinary / Hospitality			2,348	$	554	3,216		1,782,941	19%
Labs			2,240			3,068	$	1,729,348	
Teaching Kitchen	750	1	750		660	1,027		678,185	
Com. / Entrepreneurial Kitchen / Baking	750	1	750		660	1,027		678,185	
Scullery	140	1	140		545	192		104,540	
Cooler	120	1	120		327	164		53,688	
Freezer	120	1	120		327	164		53,688	
Custodial / Washer-Dryer	120	1	120		327	164		53,688	
Pantry	120	1	120		327	164		53,688	
Storage	120	1	120		327	164		53,688	
Offices			108			148		53,593	
Faculty Office	108	1	108		362	148		53,593	
Shared Space			5,334	$	337	7,337	$	2,474,972	42%
Classrooms			2,835			3,884	$	1,505,571	
Classroom - General	420	2	840		380	1,151		436,685	
Classroom - Science	420	1	420		380	575		218,342	
Classroom - Nursing	420	1	420		380	575		218,342	
Computer Lab - General	420	2	840		407	1,151		468,444	
Tutoring	315	1	315		380	432		163,757	
Offices			384			526		190,553	
Faculty Office	108	3	324		362	444		160,779	
Admin	60	1	60		362	82		29,774	
Shared Building Support			2,115			2,927		778,848	
Maintenance	300	1	300		327	411		134,219	
General Storage	315	1	315		327	432		140,930	
Recycling/Trash	150	1	150		327	205		67,110	
Custodial Storage	75	1	75		327	103		33,555	
Custodial Closet	75	1	75		327	103		33,555	
Mechanical	1,000	1	1,000		200	1,400.00		280,000	
Electrical	100	1	100		327	137		44,740	
IT	100	1	100		327	137		44,740	
Total			**12,317**	**$**	**432**	**17,334**	**$**	**7,485,412**	**73%**

VI. DEVELOPMENT ANALYSIS

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

July 19th, 2017

Dennis Egge
Project Manager
State of Wyoming
State Construction Department
Construction Management Division
Cheyenne, WY 82002
Office (307) 777-5691
Cell (307) 287-1290

Via E-mail: dennis.egge@wyo.gov

RE: Development Analysis for Lots 3 & 6 of the Stockhouse-Patterson Addition - Plat No. 822 in the Town of Jackson, Wyoming.

Dear Dennis,

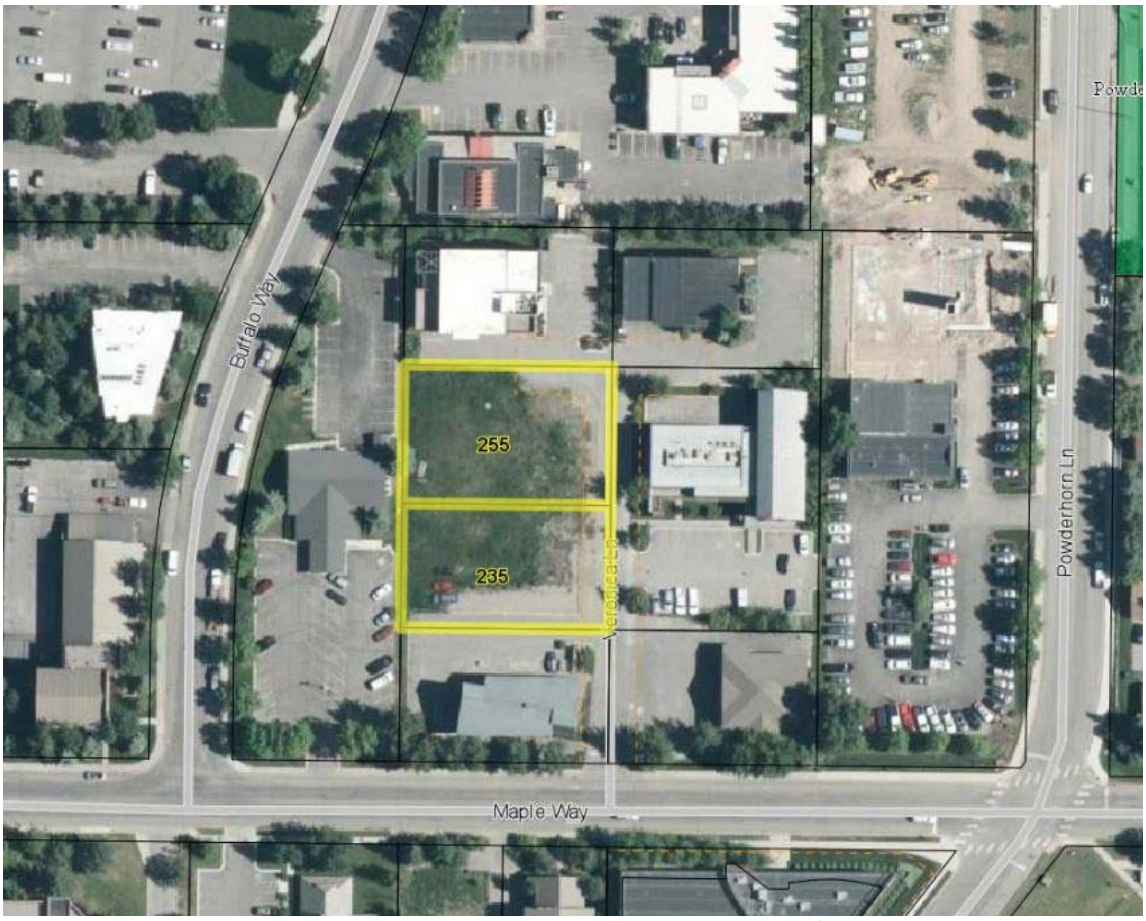
Jorgensen Associates, P.C. (Jorgensen) is pleased to submit this Development Analysis for "the property" located at 235 & 255 Veronica Lane, Jackson, Wyoming. The property is described as Lots 3 and 6 of the Stockhouse-Patterson Addition to the Town of Jackson, recorded as Plat No. 822 in the Office of the Clerk of Teton County, Wyoming.

This Development Analysis provides information about the property that is ascertained from the Teton County Geographic Information System (GIS), from the land records located in said Office and from development concepts for the Central Wyoming College - Jackson Campus generated by Anderson Mason Dale Architects (AMD). The analysis discusses the proposed development of with regard to the applicable Town of Jackson Land Development Regulations (LDRs) and requirements in the Auto-Urban Commercial Zone (AC Zone) within the Town of Jackson (TOJ), Wyoming.

I. Description, Location, and Background

The property consists of vacant lots located two blocks to the south of the "Y" intersection of Broadway Avenue and U.S. Highway 22 in Jackson, Wyoming. The Lots are approximately 230 feet from the START bus location on Buffalo Way, 390 feet from the START bus location on Maple Way, and are in close proximity to several housing developments. The character of the surrounding neighborhood can be described as a transition area between the Central Midtown and Highway Corridor subareas of the Jackson/Teton County Comprehensive Plan (Comp Plan), comprised of a mix of uses including service, retail, large scale commercial, office, and housing. Housing is present in a variety of types that includes single-family, duplex, multifamily structures, and workforce.

A 10' utility easement for the benefit of Silverstar Telephone Company, Inc. exists along the entire western boundary of these Lots and may affect development, but is outside the dedicated building envelopes. Plat No. 822 depicts the dedicated building envelopes for lots 3 and 6 as being 8,012 Square Feet (sf) and 7,608 sf respectively. Any changes to the dedicated building envelopes would require a Partial Vacation of Plat and re-Plat.



235 & 255 Veronica Lane Jackson, Wyoming 83001 (Lots 3 & 6 of Stockhouse-Patterson Addition Plat 822)

II. Zoning

The property is located in the AC Zone, and is within Comp Plan District 4 – Midtown, Subarea 4.3 – Central Midtown. The Midtown Core District is envisioned to create a walkable mixed-use district with improved connectivity and increased residential population. To support this goal, *"future land uses will continue to include a variety of non-residential uses serving the local community."* A goal of this subarea is *"to implement complete street amenities, balancing the needs of vehicle and alternative transportation users."* The purpose of the AC Zone is to *"provide for commercial development that is oriented to the street and is easily accessed by automobiles with adequate parking and pedestrian connections to adjoining developments in order to promote non-vehicular movement between buildings in commercial areas."*

The zoning of the property is a complex issue. Prior to the current LDRS and the TOJ Zoning map approved circa 1994, a Master Plan was approved on October 13, 1994, and attributes legal development standards for the property that are sole and separate from the LDRs. Precedent set by previously approved developments within Plat No. 822 allows utilization of either option. However, the developer of these Lots must select one set of standards to adhere to. This property is not within the Natural Resource Overlay (NRO) or the Scenic Resources Overlay (SRO), thereby avoiding any complicated review for environmental or scenic resources. The following is summary of dimensional limitations for each of the two constructs related to zoning for the property.

A. Auto-Urban Commercial Zone (AC Zone) 2016 LDRs – Dimensional Limitations

1. Structure Location and Mass

Plat No. 822 was recorded in August 1994 and therefore qualifies for the Pre-1994 Floor Area Ratio of 0.46 in the AC Zone.

Lots 3 & 6 Base Site Area (BSA)…… 28,314 (0.65 acres)
Landscape Surface Ratio (0.20 min)…… 5,663 sf
Lot Coverage (n/a)…….. n/a
Floor Area Ratio (0.25 max)…… 7,079 sf
*Pre-1994 Floor Area Ratio (0.46 max)…… 13,024 sf

2. Maximum Scale of Development

The maximum gross floor area of an individual building in the AC Zone is 15,000 sf. Concept A from AMD proposes 17,100 sf of development. The scale would have to be reduced or a variance will have to be acquired.

3. Structure Setbacks

a) Building Envelopes have been set and depicted on Plat No. 822 that are less restrictive than the 2016 LDRs.

b) Structure Setbacks that apply to Other Principle Use.
Street = 20',
Minimum from Side lot lines = 10'
Minimum from Rear lot lines = 20'
Height (maximum) = 35' (Two -stories Max)

4. Use Requirements

a) Parking - Parking requirements for Institutional Educational Use in the AC Zone are determined by independent calculation. The parking requirement in the TOJ can be a limiting factor, but in this case the independent calculation of the AC Zone allows the developer to derive an adequate parking calculation based on occupancy, use, and alternative transportation measures.

b) Employee Housing - Exempt

B. 1994 Master Plan

Plat No. 882 was recorded just prior to the change in LDRs in November 1994 and therefore is afforded certain exceptions from the current LDRs. Along with the approval of the preliminary Plat, then TOJ Planning Director Robert Horne also approved a vaguely written Master Plan that contains development standards for these properties. Together, Plat No. 822 and the Master Plan set the development standards for these properties; these standards have been honored by TOJ. Where the Master Plan is silent, the current LDRs are binding. Maximum Floor Area Ratio (FAR) may be exceeded, provided that all required parking is met on site, and the landscaping increases by a like amount over the 0.25 minimum LSR. This may not be enough of a sufficient remedy to solve any deficiency in floor area, but it is an option to consider.

1. Structure Location and Mass

Lots 3 & 6 Base Site Area (BSA)…… 28,314 (0.65 acres)
Landscape Surface Ratio (0.25 min)…….. 7,079 sf
Lot Coverage (n/a)……. n/a
Floor Area (0.38 max)……..... 10,759 sf

2. **Maximum Scale of Development –** use 2016 LDRs above
3. **Structure Setbacks –** use 2016 LDRs above
4. **Applicable Use Requirements –** use 2016 LDRs above

III. Permitting, Fees and Exactions

A. Permits Required

1. **Sketch Plan –** One Building > 15,000 sf. This process requires 2 public meetings before the TOJ Planning Commission and Town Council and typically takes 120 days.
2. **Development Plan -** This process requires 2 public meetings before the TOJ Planning Commission and Town Council and typically takes 120 days.
3. **Design Review Committee Review –** A body of local architects that review the design of Commercial Buildings. This is a fairly subjective process that can take 1 or 2 meetings or approximately 90 days.
4. **Building Permit –** Submitted after Sketch Plan and Development plan, typically takes 2 months review time.

B. Fees

1. **Sketch Plan – $2,500**
2. **Development Plan – $2,500**
3. **Building Permit –** TBD based on the size of the building
4. **Design Review Committee Review** – no fee

C. Exactions – CWC Jackson Campus does not have any residential component and is not be subject to development exactions.

IV. Development Requirements

A. Parking Requirements/Allowances

Parking is calculated as an independent calculation, derived by the developer in a method acceptable to the TOJ Planning and Building Department. The calculation should balance the needs of vehicle and alternative transportation users, the amount of LSR needed, the building footprint needed, fire access and traffic flow of cars and pedestrians within the development and consider the applicable Covenants, Conditions, and Restrictions(CCRs). The TOJ LDRs require 1 Americans with Disabilities Act(ADA) parking space per 25 spaces. Concept A therefore, the Sketch Plan will need at least 1 ADA parking space.

1. **Parking space dimensions:**
   9’ x 20’ = 180 sf
   Parking spaces may be 18’ if an additional 2’ of vehicle overhang can be accommodated.

2. **ADA parking space dimensions:**
   13’ x 20’ = 260 sf (8’ wide plus a 5’ access corridor; if two ADA spaces are contiguous, then an 8’ access corridor can serve both parking spaces).

B. Americans with Disabilities Act (ADA) Access

Any development for an Institutional Educational Use building must comply with ADA Standards regarding access.

C. Bicycle Storage

For every 10 parking spaces, one bicycle parking space is required. Concept A depicts 32 parking spaces; therefore, the Sketch Plan will need 3 bicycle parking spaces.

D. Building Height

Mixed-use buildings in Comp Plan District 4 – Midtown, Subarea 4.3 – Central Midtown should be two to three-stories in height and oriented to the street. Four-story structures may be considered when adjacent to a natural land form. Unfortunately, these Lots are not located near a land form and therefore a four-story structure would most likely not be considered or this option.

Concept A depicts a building height of 42'8" which is 7'8" above the maximum building height for the AC Zone. Height Exceptions of Div. 9.4.C. of the LDRs allow for structures used exclusively for elevator or stairway access to a roof, provided they do not exceed the maximum height by more than 10 feet, do not occupy more than 20% of the roof area, and are not visible at ground-level view from a contiguous street. Otherwise, roof-top mechanical equipment such as elevator mechanics, may not exceeded the maximum building height by more than 4 feet. These exceptions are applicable to both development standards set forth by the current LDRs for the AC Zone and the 1994 Master Plan for these Lots.

E. Snow Storage

According to Concept A, there is more than adequate square footage exists to create on-site mitigation to meet the 209 square feet of snow storage required for Concept A.

F. Stormwater Drainage

Stormwater must not exceed the current pre-development values. Jorgensen has completed preliminary calculations on Concept A and determined that there is adequate room exists to accommodate a detention basin of approximately 100 cubic feet of storage that would be incorporated into the landscape design.

G. Lot Combination

Combining Lot 3 and Lot 6 can be accomplished either by partial vacation of Plat, or by affidavit for development purposes if the building does not cross lot lines.

H. Covenants, Conditions, & Restrictions and Resolutions Assessment

These Lots are subject to the CCRs of both the Lark Addition (Plat 530) and Stockhouse-Patterson Addition (Plat 822). The CCRs are recorded in Book 137 of photo, pages 39-44 and Book 296 of photo, pages 887-899, respectively.

The most pertinent CCRs for the Stockhouse-Patterson Addition involve: Architectural Control, Site Design, and Landscaping. While the CCRs are clear regarding architecture and landscaping, they reference Exhibit B for guidance regarding Site Design. The reference is vague and ambiguous insofar as stating, "Floor Area Ratios, lot coverage, landscape surface ratio, parking ratios, and setbacks should approximate those indicated on the approved Concept Development Plan, dated May 25, 1994. Exhibit B gives general assumptions for each lot with range of: FAR from 0.13 to 0.31; LSR from 0.28 to 0.38; building sizes from 1,870 sf to 4,420 sf; and, parking spaces from 12 to 19.

There doesn't appear to be a strict restriction FAR. The CCRs require that future development "approximate" the value shown on Exhibit B. We know that some other buildings in this subdivision exceed these standards. Nonetheless, documentation from the HOA that this design is acceptable should be obtained prior to moving forward.

Under the resolution recorded in Book 370 of photo, page 258, Veronica Lane has been declared as a private street and all maintenance is likely handled by the HOA.

I. Fire Protection

Jackson Hole Fire EMS retains the authority to review and approve adequate fire protection measures required in all new development in order to protect the public health, safety and welfare. All Institutional Educational Use in the TOJ shall comply with the relevant provisions of the Wyoming Statutes and with local health, safety and fire codes.

According to the TOJ Battalion Chief Fire Marshal, the CWC Jackson campus must include a NFPA 13 automatic fire sprinkler system. The second-floor Teaching Kitchen must comply with UL300 fire suppression standards and have a Type I Hood with appropriate venting. A Fire Department Connection (FDC) or "fire hydrant" will also need to be included on the East face of the structure and space for a 5' x 7' riser room. AMD architects have confirmed via email that these requirements can be accommodated.

At present, the proposed Concept A provides adequate fire access to CWC Jackson.

J. Traffic Assessment

The current version of the TOJ LDRs do not have specific traffic impact study requirements. Jorgensen discussed the expectations with Town Engineer Brian Lenz, P.E. Mr. Lenz confirmed that while these requirements are not formally included in the LDRs, some form of evaluation and statement would be appropriate and expected as part of a development application for this type of development. To date, Mr. Lenz has only dealt with two development projects in the Town of Jackson, and both of these accessed WYDOT facilities which required full traffic impact studies in conformance with WYDOT requirements. We discussed what would be appropriate for the CWC facility since it is being developed on an already platted Town lots and will be in general conformance with the dimensional limitations of those lots. A sufficient study would be required to understand the traffic that will be generated by the facility and its impact on the adjacent street network. As the network is essentially an existing urban street network, roadway expansions are infeasible. Rather, identifying traffic demand mitigation (TDM) measures that may be implemented by CWC to minimize traffic generated by CWC will be important. Mitigation measures that may be considered include parking limitations, quality access to bicycle and pedestrian facilities, bicycle racks, showers, access to START Bus (public transit), ride-share programs, and overall advertisement and promotion of the benefits of transit alternatives versus single occupant vehicular use. As long as the CWC facility is consistent with the development allowances on the Lots and CWC is willing to implement a TDM program, it is not anticipated that traffic will adversely impact the CWC development proposal.

V. Development Options

Jorgensen has identified four clear options to proceed in developing the CWC Jackson Campus. A unique situation exists regarding development of these Lots: the developer has two options regarding the set of zoning standards applicable to the development. If a State or Federal Agency owned these properties, said Agency could re-zone these Lots as Public/Semi-Public. Furthermore, discussion by TOJ relative to a rezone of these Lots from the AC Zone to the Commercial Residential-2 Zone next summer has been initiated. While this will afford greater site development options, especially for height (46'), the timing of the re-zoning is unpredictable and out of control of the development team.

A. Option A – Re-zoning to Public/Semi-Public

The purpose of the Public/Semi Public - Town (P/SP Zone) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, this zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP Zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.

Re-zoning these Lots from the AC Zone to the P/SP Zone would afford CWC Jackson Campus further development options and flexibility regarding development requirements and limitations. Specifically, the height and Floor Area are a non-issue as long as the request is deemed reasonable. The standards applicable to physical development in the P/SP Zone are derived by the developer yet are subject to increased scrutiny and approval by the Town of Jackson Town Council through their Conditional Use Permit Process which allows councilors the latitude to place conditions on the project that may be over and above what the LDRs require. However recent public support and funding would provide some political cover for this project and Jorgensen does not expect an onerous review from elected officials.

Development permits required will include: Amendment to the Zoning Map, Text Amendment, Sketch Plan and conditional Use Permit, Development Plan, building Permit, and Design Review Committee Review.

B. Option B – Current LDRs for the AC Zone

Current LDR standards for the AC Zone acknowledge the pre-1994 zoning and afford the developer a maximum FAR of 0.46 (13,024 sf) and a building height restriction of 35' with the height exception. The AMD Concept proposes a building that exceeds the maximum FAR and building height. Both of which can be resolved be redesign or through variances or exceptions to the LDRS. Parking requirements are based upon an independent calculation. This calculation should consider the CCRs that vaguely suggest that parking be approximate to 12 – 19 spaces per lot.

Development permits required will include: Sketch Plan with variances/exceptions, Development Plan, Building Permit, and Design Review Committee Review.

C. Option C – 1994 Master Plan

At present, the combination of Plat No. 822 and the ambiguous 1994 Master Plan provide development standards for these Lots which will be honored by the TOJ Planning Department. The concerns with the 1994 Master Plan are FAR and Building Height. The 1994 Master Plan allows for a maximum FAR of 0.38 (10,759 sf) which is not sufficient for Concept A. Although the Master Plan provides a small bonus for floor area that is related to how much LSR is provided over 0.25. It does not make reference to building height, thus the current LDR building height standard for the AC Zone of 35' sets the standard for these Lots with a height exception allowing for a 10' encroachment for elevator or stairwell access, or a 4' encroachment for mechanical equipment. The AMD Concept proposes a 7'8" encroachment. This doesn't fit the 10' exception or the 4' exception for mechanical equipment. The design team would have to consider meeting the 10' exception by providing access to the rooftop or seek a variance. Parking requirements are based upon an independent calculation as approved by TOJ Planning Director Robert Horne in 1996 for "other use." This calculation should consider the CCRs that vaguely reference that parking should be approximate to 12 – 19 spaces per lot. At present, Concept A satisfies all other requirements for LSR, Parking, Snow Storage, and Stormwater drainage.

Development permits required will include: Sketch Plan with variances/exceptions, Development Plan, Building Permit, and Design Review Committee Review.

D. Option D – TOJ Re-zoning to CR-2 Zone

The Town of Jackson planning staff intend to re-zone these Lots from AC to CR-2 in summer of 2018. The development standards of the CR-2 Zone afford the developer three-stories, with an increased maximum building height of 46', a Floor Area Ratio of 0.46, and a minimum LSR of only 10%. Parking requirements are also based upon an independent calculation.

Building setbacks in the CR-2 Zone are intended to maximize site development and include setbacks in ranges of 0 to 10', side interior setback of 10', and rear setback of 15'.

Physical development permits required will include: Sketch Plan; Development Plan; Building Permit; and, Design Review Committee Review. Jorgensen suggests caution regarding the proposed timeframe for the re-zoning of these Lots from the AC Zone to the CR-2 Zone.

VI. Recommendation

The Central Wyoming College Jackson Campus depicted in Concept A meets most of the standards of 2016 TOJ LDRS Unfortunately, floor area is a concern as Concept A proposes a building of over 17,000 sf where the maximum scale of development for the AC Zone is 15,000 sf and the allowed FAR for this zone under 1994 LDRs is 13,024 sf. Also, the elevator tower is a concern that will have to be addressed. However, these concerns have solutions within the process that are very attainable.

Option A provides the clearest path to permitting this project because of the flexibility it provides. Jorgensen ascertains a minimal risk of the Town Council requiring any onerous conditions during the Conditional Use Permit (CUP) proceedings given the support this project has received by the public in its recent vote for funding via the Special Excise Tax.

Option B is the next best option. It provides less flexibly than Option A in that the Floor Area of the design would need to be revised or varied by the TOJ. Also, the elevator would need a variance or need to comply with the 10' exception provided by the LDRs.

Option C is viable but offers less floor area than Option B. This could be resolved with a variance.

We do not recommend Option D as it is impossible to know when the TOJ will act on rezoning this property.

We hope this development analysis suits your needs in evaluating the property for future development. Please do not hesitate to call with questions.

Sincerely,
JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

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August 10th, 2017

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Manager State of
Wyoming
State Construction Department
Construction Management Division
Cheyenne, WY 82002
Office (307) 777-5691
Cell (307) 287-1290

Via E-mail: dennis.egge@wyo.gov

RE: Addendum to Development Analysis for Lots 3 & 6 of the Stockhouse-Patterson Addition - Plat No. 822 in the Town of Jackson, Wyoming.

Dear Dennis,

The following letter is an addendum to the Development Analysis we provided to you on July 19, 2017. Information in this letter is based on conversations with the Town of Jackson(TOJ) Planning Department. There were a couple clarifications made by Paul Anthony, Principal Planner and a confirmation of our recommendation by Tyler Sinclair, Planning Director.

Mr. Anthony clarified that Option D (page 8) in our recommendations has changed. The property will likely not be rezoned to CR2, but instead to CR-3 or some other zone. In our opinion, this is not a clarification, but more of a change in priorities by TOJ. This illustrates exactly why we did not recommend this option as it is too dynamic to wait for the TOJ to rezone this property on their timeline.

Mr. Anthony also clarified that the floor area allowance for these lots is tied to the Master Plan that was approved and documented by Robert Horne's letter dated March 21, 1996. This letter states that the Floor Area Ratio (FAR) is 0.38. In the Development Analysis, we stated that the Pre-1994 FAR of 0.46 could be used for a total 13,024 square feet (SF). This was incorrect. Only a FAR 0.38 is allowed because of the Master Plan supersedes all other regulations. Therefore, the floor area for these lots is 10,759 SF. This further supports the need for flexibility offered by the P/SP zone.

Mr. Sinclair confirmed that Option A (page 7), **Rezoning to Public/Semi-Public** was the best option with regards to the flexibility it offers the project. He didn't see any issue with it moving forward since this project has been fairly public and it would be fair to say that neighbors are aware of what is being planning for this property. Additionally, with the state owning the property TOJ planning staff can make the appropriate findings for the Zoning Map Amendment which would be heard concurrently with the Sketch Plan and Conditional use permit

We hope this addendum suits your needs in evaluating the property for future development. Please do not hesitate to call with questions.

Sincerely,
JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

VII. APPENDIX

VII.1 Classroom Utilization Analysis

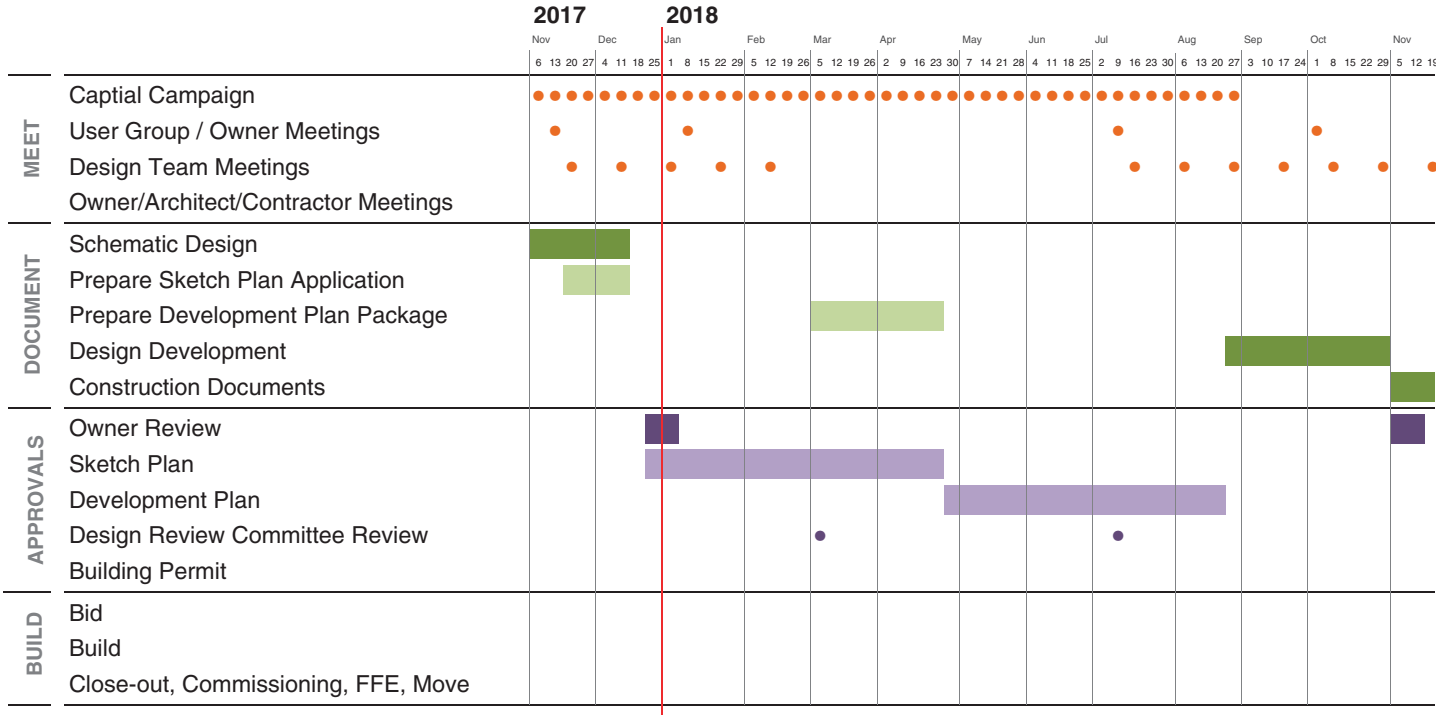
		Classroom Utilization
	Average weekly contact hours	**Average weekly room use (hours)**
Existing room inventory - Center for the Arts		
Classrooms	3,111	130
Computer labs	435	30
Computer testing	392	49
Tutoring/Testing	359	50
Science	218	13[a]
Nursing	154	15[a]
Culinary	347	26[a]
Total contact hours	**5,016**	

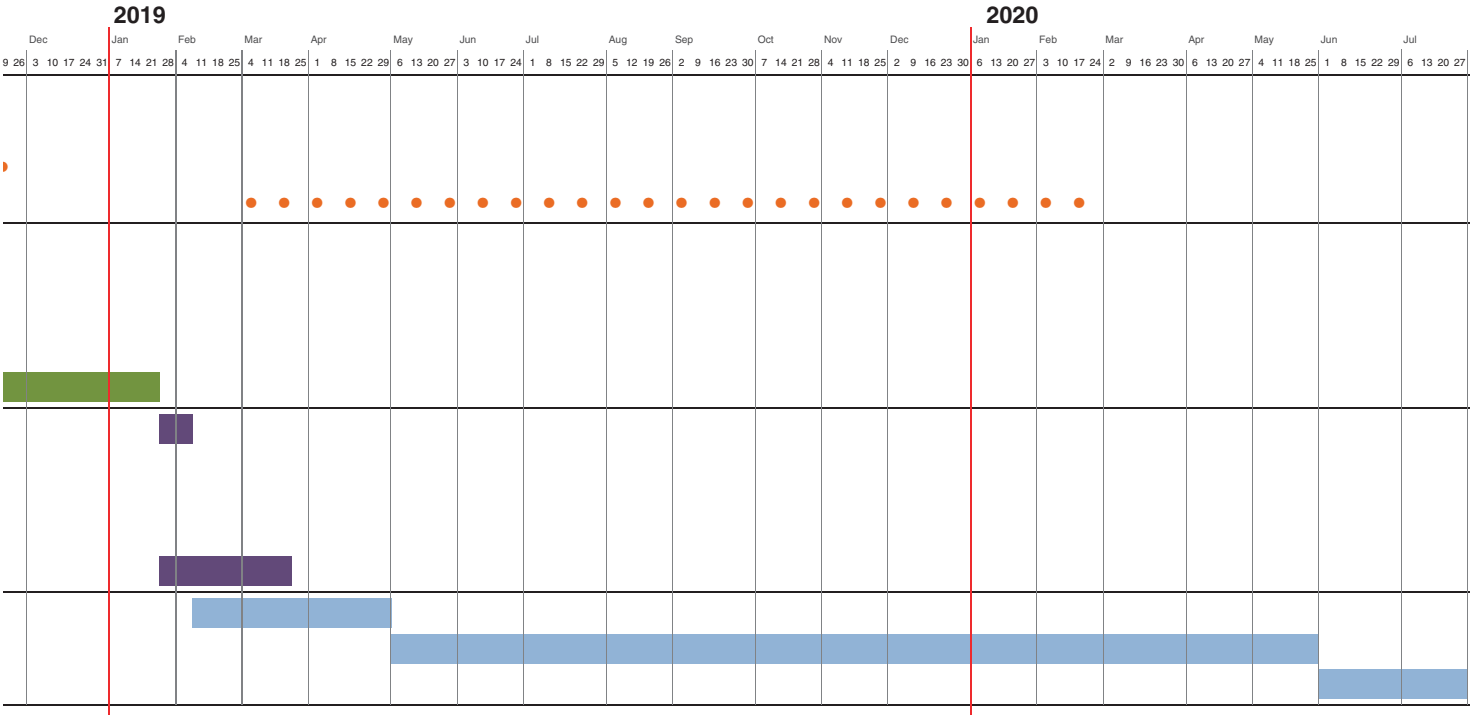
a. Science, Nursing and Culinary lab courses are not taught at the Center for the Arts. Use of Science, Nursing and Culinary labs is currently limited to rental space available at Jackson Hole High School, St. John's Medical Center, and the Elks Lodge

	Room Capacity	**Average weekly contact hours**	**Average weekly room use (hours)**
Proposed room inventory - new facility			
Classroom 1	16	640	40
Classroom 2	16	640	40
Classroom 3 / Banquet 1	16	640	40
Classroom 4 / Banquet 2	16	640	40
Classroom 5 / Computer Lab 1	16	640	40
Classroom 6 / Computer Lab 2	16	496	31
Classroom 7 - Science	16	544	34
Classroom 8 - Nursing	16	640	40
Computer Testing	10	390	39
Tutoring 1	8	256	32
Tutoring 2	8	104	13
Micro/Chemistry Lab	16	592	37
Biology/Anatomy/Physics, Earth Sciences Lab	16	688	43
Skills Lab RN	8	320	40
Skills Lab Simulation	8	320	40
Debrief RN	8	320	40
Debrief Simulation	8	320	40
Allied Health Lab 1	8	272	34
Allied Health Lab 2	8	272	34
Commercial Kitchen	16	640	40
Baking Kitchen	16	640	40
Total contact hours - new facility		**10,014**	

1. The above model assumes 10% growth on classroom spaces, and adding dedicated science, nursing and culinary labs for the College.
2. The utilization rates for the new science and nursing labs do not include prep time
3. The nursing cohort is 16 students split into two groups of 8. One group is in the Skills Lab RN and the other group is in the Skills Lab Simulation
4. The Skills Lab RN and the Skills Lab Simulation use the adjacent debrief rooms concurrently
5. The new facility doubles the current cohort of culinary students to accommodate two cohorts of 16 students each

VII.2 Project Schedule

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VII.3 Preliminary Project Description

Substructure

Foundation system

- Cast-in-place concrete spread footings
- Cold applied bituminous damproofing at exterior
- Extruded polystyrene (XPS) rigid foam insulation on all foundation walls
- 6” PVC perimeter foundation drainage system in gravel and filter fabric

Slab on Grade

- 5” cast-in-place reinforced concrete slab on grade over a vapor barrier, rigid foam insulation and 6” granular fill
- 2’-0” over excavation
- 6” compacted road base
- Vapor barrier and 2” of extruded polystyrene (XPS) rigid foam insulation
- 4” PVC subdrainage system underslab - drain in gravel and filter fabric – connect low elevations of foundation and underslab subdrainage systems to storm water sump pumps and then to storm drainage system.

Shell

- Base bid - structural steel superstructure with composite deck floor and steel deck roof assemblies
- Deductive alternate – wood framed walls, floors and roofs - type V construction

Exterior Wall Construction

Walls

- 35% board formed concrete / 25% weathering steel panel / 15% curtain wall / 25% alum window
- 18” x 48” x 1” weathering steel panels - 20 gauge thick with concealed fastener system for wall and fascia applications
- Back-up wall assembly - 2.5” of rigid foam insulation over fluid applied weather resistive barrier over 0.625” fiberglass mat gypsum sheathing over 6” framing. Provide 1” of spray applied foam insulation in the wall cavity and finish with 5/8” gypsum sheathing on the interior

- Exterior aluminum sun control devices on west and south facades

Aluminum Windows

- Curtain wall assemblies (full height)
- Aluminum window systems (punched openings)
- High performance insulated glazing

Aluminum Wall Louvers at mechanical penthouse

Doors

- Thermally-broken glazed aluminum doors and entrances with automatic door openers

Stainless steel exterior handrails and guards

Douglas fir structural wood decking at the underside of all exposed roof eaves, rakes and soffits.

Roofing

Low Slope Roof

- FiberTite 8540 45 mil thermoplastic roof over (1) layer of 2.5" stone wool insulation and (1) layer of 2.5" rigid foam insulation
- Provide 20 year warranty

Metal Roof

- Standing seam metal roof – weathering steel. Provide a concealed fastener clip system panel - 1.75 inch ribs
- Install metal roof over composite drainage panel over (1) layer of 2.5" rigid insulation with laminated OSB facing over (1) layer of 2.5 rigid insulation

Interiors

Partitions

- Typical partition walls
  a. 6" framing to underside of structure
  b. Painted 5/8" gypsum board at both sides
  c. Level 4 finish
  d. Acoustical batt insulation at cavity
  e. Seal runner with acoustical sealant
- Full height walls at restrooms
  a. 6" framing to underside of structure
  b. 5/8" gypsum board both sides to underside of structure.
  c. Level 4 finish
  d. 5/8" glass-mat water-resistant backer board at tile locations
  e. Acoustical batt insulation at cavity

f. Seal runner with acoustical sealant

- 1-hour fire rated walls
  a. 6” framing to underside of structure
  b. 5/8” type ‘X’ gypsum board finish at both sides to underside of structure.
  c. Level 4 finish typical. Level 3 finish at service rooms
  d. Acoustical batt insulation at cavity
  e. Seal runner with acoustical sealant

- Glazed partitions
  a. Corridor wall at each Departmental Reception area will be glazed full height
  b. Assume 15% of interior walls are glazed partitions

- Acoustics
  a. General wall assemblies shall have a minimum STC of 45
  b. Classrooms, labs, circulation, and restrooms shall have a minimum STC of 50
  c. Mechanical rooms and shafts shall have a minimum STC of 60

Interior Doors

- Extruded Aluminum Frames
  a. 7-1/4" throat.
  b. Manufacturer: Avalon / Dual Lock Partition Systems
  c. Finish: Thermal-setting Standard Gray IPC029-994 Powder Coat
  d. Interior glazing shall be Ceramic-coated vision glass, heat-strengthened float glass, fully tempered where indicated or required

- Typical solid core wood veneer door
  a. Douglas Fir veneer
  b. Clear finish - 3 coats polyurethane-satin
  c. Fire rated where required
  d. Grade 1 heavy-duty cylindrical locks
  e. 4-1/2x4-1/2 ball bearing hinges (4) each door. (Commercial grade, standard weight, full mortise)
  f. Typical door size to be 3’-0” x 7’-0”
     i. 4’-6 x 7’-0” at science labs-fixed 1’-6” leaf
     ii. 4’-0” x 7’-0” doors at nursing labs
  g. Commercial hardware
     i. US10B finish
     ii. Panic hardware at exit doors
     iii. Card access security at 4 openings
  h. Fully glazed doors at Classrooms and Conference Rooms

- Provide hollow metal frames and doors at back-of house entrances / spaces

Operable Partitions

- 4” thick
- Paired-panel
- Manual operation
- 54 STC
- Ceiling supported
- Automatic bottom seal
- Full-height marker board finish both sides
- Pass-door
- Concealed pocket door
- Hinged closure panel

Window Stools

- Provide solid surface quartz window stools at all exterior windows

Specialties

- Acrovyn corner guards at all outside corners
- Acrovyn crash rails at all nursing labs and public corridors
- Interior signage for all rooms
- Building directory at both floors
- Plastic laminate shelves on standards and brackets at storage rooms – assume at least 30 linear feet per storage room.
- Stainless steel commercial toilet room accessories
- Baked enamel toilet partitions
- Full suite of toilet and wash room accessories
- Wood or metal blocking for wall mounted office furniture at all offices

Stairs

- (2) custom steel stair structures with precast stair treads

Interior Finishes

- Wall finishes in typical public spaces
    a) Painted gypsum board for typical wall finish
    b) Resilient base throughout
    c) Full height ceramic tile at all restrooms

Floor finishes

- 32 oz. broadloom in all classrooms and office suites
- Walk-off carpet tile at vestibules
- Labs have ground and polished concrete floors with chemically resistive floor sealer
- Porcelain tile at restrooms and ground floor public spaces with crack suppression membrane
- Sealed concrete in back-of house areas

Ceiling finishes in typical public spaces

- No ceilings in service, mechanical, telecom and electrical rooms
- Gypsum board ceiling assemblies at entries, public spaces and toilets
- Lay-in acoustical ceilings 24x48 with standard grid and square edge profile
    a. NRC .90

Services

Elevator

- Holeless Hydraulic Elevator
- 4500#
- 125 fpm
- Hospital Car / Service Shape
- Two stops
- Carpeted floor
- Card access controls
- Manufacturer's standard finishes

Sprinklers

- Building fully sprinklered in accordance with 2015 IBC and NFPA 13
- Recessed sprinkler heads in all labs, classrooms, corridors
- Concealed sprinkler heads in gypsum board ceilings
- Standard sprinkler heads in all other area

Fire Extinguishers

- In accordance with 2015 IBC

Fire Extinguisher Cabinets

- Semi-recessed

Equipment and Furnishings

Fixed Furnishings

- Roller shades at all exterior windows
- Roller shades and blackout shades at classrooms
- ¾" solid surface quarts countertops at washroom vanities
- Fixed wood casework at public spaces / break rooms / work rooms / conference rooms / classrooms
    a. AWI Premium grade
    b. Flush overlay
    c. Concealed hinges
    d. Douglas fir veneer on vertical surfaces
    e. Solid surface quartz countertops
- Fixed wood casework at all health and science laboratories
    a. AWI Custom grade

b. Flush overlay
c. Concealed hinges
d. Douglas fir veneer on vertical surfaces
e. Phenolic resin countertops
f. Epoxy for all horizontal surfaces in the Chemistry lab

- Stainless steel equipment in culinary labs
- Type I hoods at all cooking stations
- Type II hoods over dishwashing equipment
- Visual display boards

Site Work

Site Clearing

- Remove existing trees and shrubs within building footprint to approximately 20 feet outside of building footprint for layback area

Site Earthwork

- Import approximately 2,500 cubic yards of fill
- Excavate for a 0.0689 AC-FT storm water quality pond

Parking Lot – 40 cars

- Base course
- Asphalt surface
- Curb and Gutter
- Striping

Pedestrian Paving

- Cast-in-place 4” concrete paving

Water Supply

- 4” domestic water service
- 8” fire water service

Sanitary Sewer

- 8” sanitary sewer

Storm Sewer

- Storm drainage routes to a 0.0689 AC-FT storm water quality pond

M / E / P

Plumbing Fixtures

- Wall mounted flush valve water closets, 1.6 gallons per flush. Sensor operated at public restrooms
- Wall mounted urinals- 0.125 gallon per flush. Sensor operated at public restrooms
- Under-counter mounted lavatories at public restrooms.
- 36” x 36” terrazzo composite mop service basins at janitor closets
- Freeze proof hose bibs (3)

- Hi-Efficiency Domestic Water Heater (with storage)
- Low flow faucets

HVAC

- VAV terminal units
- (2) Hi-Efficiency boilers and one air cooled chiller
- Hi-efficiency motors on pumps (Heating and cooling)
- Hi-efficiency magnetic chiller
- Air handler with variable frequency drive and fan wall
- Air-side economizer
- Variable flow air to labs
- Heat recovery from Lab/Hood exhaust system to AHU Makeup
- Systems Commissioning

Electrical

- Offices, work rooms, break rooms - Indirect / Direct 2 x 4 recessed LED fixture, dual-switched
- Classrooms - Indirect / Direct suspended linear LED fixture, provide lighting controls at instructor station
- Seminar rooms, labs, and student group study - Indirect / Direct suspended linear LED fixture, dual-switched
- Washrooms - LED downlights
- Back-of house spaces - strip fluorescents
- Parking lot - LED flood lights on 25' high poles
- Site – LED bollards
- Switch and Receptacles
    a. Duplex convenience receptacle rated at 20-amp, 120-volt shall be provided in all rooms
    b. Special receptacles for equipment shall be provided as required
    c. Receptacles will be white
    d. Device plates shall be stainless steel
    e. 20-amp, 120-volt receptacles shall be heavy-duty specification grade
    f. 20-amp, 120-volt GFCI duplex receptacles shall be provided as follows:
        1. Toilet Rooms: One GFCI duplex adjacent to lavatory
        2. All receptacles within 6 feet of sinks
        3. Adjacent to each exit from building at exterior of building with protective cover to allow weather protection with outlet in use
    g. Wiring devices shall be specification grade, color as selected by the Architect. GFCI outlets shall be installed per code, special receptacles as required by particular equipment

- Conductors
    a. All feeders and conductors shall be copper
    b. Provide copper phase and neutral busses for all switchboards, distribution panel boards and panel boards
    c. All 120 volt, 20 ampere circuits longer than 75' shall be #10 AWG
    d. All 277 volt, 20 ampere circuits longer than 150' shall be #10 AWG
    e. #10 AWG and smaller wire shall be solid conductor except for motor circuit feeders. #8 AWG and larger and motor circuit feeders shall be stranded conductors. Provide new wire and cable suitable for the temperature, conditions, and location where installed. Building wire shall be insulated with THHN/THWN/THW or XHHW insulation, rated 600 volt
    f. Provide UL rated fire seals when passing through fire and smoke rated partitions
    g. Provide access panels as required
    h. Provide 4-inch reinforced concrete pads for all floor-mounted electrical equipment

- Conduit
    a. Rigid galvanized steel conduit shall be used where exposed to physical damage
    b. EMT conduit shall be used for other indoor, dry locations. Provide steel set-screw fittings, compression fittings for wet areas
    c. PVC conduit may be used underground
    d. Steel conduits in contact with earth or a vapor barrier shall be PVC coated

Lab Services per user interviews

Science Labs

- House vacuum system not needed
- Compressed air is not required
- Gas, water, electricity in all labs
- Point of use distilled water at sinks to be identified during schematic design and design development
- One specialized chemical lab dishwasher with DI rinse in prep space
- One autoclave in prep space
- Lockable storage in prep space
- 2 hoods in Microbiology / Chemistry Lab
- Microscope storage is accommodated in benches in labs
- Movable storage tables in the Biology / Anatomy / Physiology / Physics / Earth + Environmental Science lab

- Fixed tables in the Microbiology / Chemistry lab
- Dust collection required in the Biology / Anatomy / Physiology / Physics / Earth + Environmental Science lab

Nursing Labs

- Nursing simulation mannequins and hospital beds are owner furnished / owner installed
- Further development of dental assistant lab will occur during schematic design and design development
- Provide 10 hospital bed headwall units with
    i. Power
    ii. Data
    iii. Compressed Air
    iv. Vacuum
    v. Lights
    vi. Nurse call

Computer Labs

- Two-tier tables similar to the units installed in Riverton are required

Culinary Labs

- Commercial Kitchen
    i. 4 ranges – 6 burners each
    ii. 4 tables for 4 students each
    iii. 2 grills
    iv. 2 fryers
    v. Refrigerator
    vi. Teaching wall with white board and LCD screen
    vii. Small Kombi oven
    viii. Stack convection oven
    ix. Vertical food slicer
    x. Vertical food chopper
    xi. 20 quart mixer
    xii. Ice maker
    xiii. Bowl food processor
    xiv. Small tilt skillet
    xv. Salamander above range
    xvi. Small bench top smoker
- Baking Kitchen Equipment
    i. 2 ranges – 6 burners each
    ii. 4 tables for 4 students each
    iii. Convection oven
    iv. Deck oven
    v. Small Kombi oven
    vi. Proof box
    vii. Floor mounted mixer
    viii. Sprayer wash system for hosing out both kitchens
    ix. No slicer or food processors required

CARNEY
LOGAN
BURKE
ARCHITECTS

215 South King Street
Jackson, Wyoming 83001
307 733 4000
307 733 1147 fax
www.clbarchitects.com

AndersonMasonDale
Architects

3198 Speer Boulevard
Denver Colorado 80211
303 294 9448
303 294 0762 fax
www.amdarchitects.com

SECTION 5 – SUPPORTING MATERIALS

- **5.1 - TETON COUNTY COMPREHENSIVE PLAN DISTRICT 4: MIDTOWN**
- **5.2 - NEIGHBORHOOD MEETING SUMMARY**
- **5.3 - STORMWATER CALCULATIONS**
- **5.4 - GEOTECHNICAL REPORT**
- **5.5 – TRAFFIC IMPACT STATEMENT**

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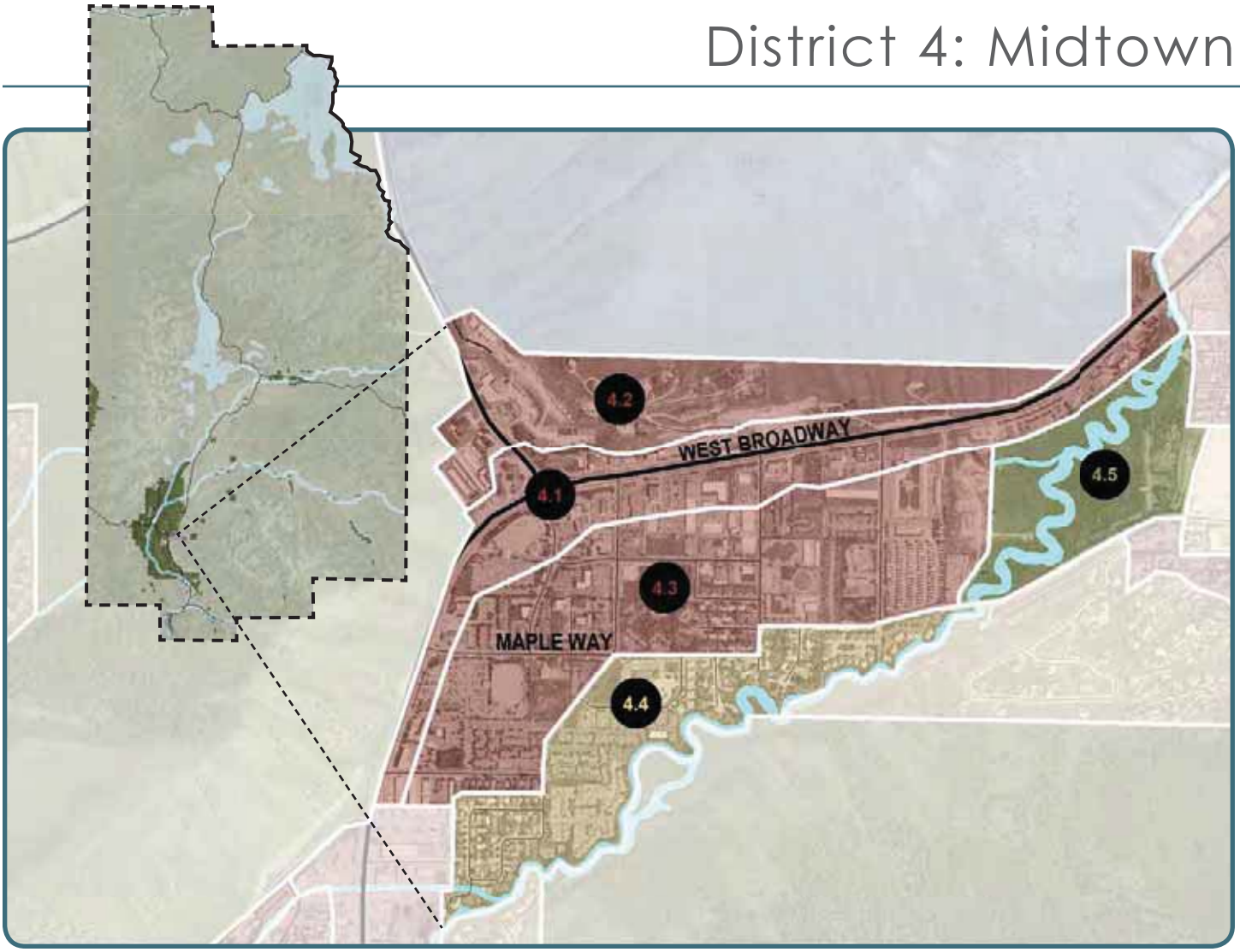
District 4: Midtown



Complete Neighborhood + Rural Area Chart

	DEFINITION	EXST.	FUTURE	
COMPLETE NEIGHBORHOOD	Defined Character/High Quality Design	○	●	2-3 stories, vibrant pedestrian mixed use, street wall with landscape buffer
	Public Utilities	●	●	Water, sewer, storm sewer
	Quality Public Space	●	●	Powderhorn Park, Karns Meadow and Garaman Park Pathway
	Variety of Housing Types	●	●	Single family, duplex, condominiums, townhomes, apartments, multifamily
	Walkable Schools, Commercial + Recreation	◐	●	Post office, START, limited convenience commercial, schools, parks, pathways
	Connection by Complete Streets	◐	●	Alternative transportation a priority
RURAL	Viable Wildlife Habitat + Connectivity	◐	◐	Flat Creek enhancement, wildlife crossings
	Natural Scenic Vistas	○	○	
	Agricultural + Undeveloped Open Space	◐	◐	Karns Meadow
	Abundance of Landscape over Built Form	○	○	
	Limited, Detached, Single family Res. Development	○	○	
	Minimal Nonresidential Development	○	○	

Legend: ● *Generally Present;* ◐ *Partially Present;* ○ *Generally absent*

T VII LCC
T VC LCC
T VC LCC
P Pr
4.2
4.1
4.3
4.4
4.5
WEST BROADWAY
MAPLE WAY
S VII
0
1/4 mi
1/2 mi
SUBAREA CLASSIFICATION
S Stable Subarea
T Transitional Subarea
P Preservation Subarea
NEIGHBORHOOD FORMS
Pr Preservation Form
VII Village Form
VC Village Center Form
CHARACTER DEFINING FEATURES
Wildlife Permeability
Workforce Housing
START Service
Local Convenience Commercial
Wildlife Highway Crossing
Gateway
Parks & Recreation
Crucial Habitat
Flat Creek Corridor Enhancemet
Key Transportation Network Project
Existing/Proposed Pathway
Improved Interconnectivity

Existing + Future Desired Characteristics

Midtown is one of the most Complete Neighborhoods in the community. It contains many of the service, office and retail establishments that meet Teton County residents' daily needs. It also contains a significant amount of workforce housing in a variety of housing types, including single family, duplex and multifamily structures. Another important characteristic of the district is the "Y", the intersection of the community's two main highways, U.S. 89 and Wyoming 22. Midtown is a highly visible district that is experienced on a daily basis by most residents. Today, the land use pattern is automobile-oriented and made up of large blocks containing low intensity single-use structures (both residential and non-residential) surrounded by significant surface parking, with little connectivity between blocks and lots. It is also the location of a significant amount of existing lodging uses developed prior to the Lodging Overlay that will be allowed to continue in the future. Flat Creek and the Karns Meadow are significant natural features in this district.

The future vision is to create a walkable mixed use district with improved connectivity and increased residential population. Key to achieving this vision will be the creation of a concentrated and connected land use pattern. To support this goal, future land uses will continue to include a variety of non-residential uses serving the needs of the local community and a variety of residential types focusing on workforce housing in multifamily and mixed use structures, specifically including deed-restricted rental units.

Mixed use, non-residential and multifamily residential buildings should be two to three stories in height and oriented to the street. Four story structures may be considered when adjacent to a natural land form. In the future, a landscape buffer between buildings and the street with well-designed green space and/or hardscape will be important to create an attractive pedestrian environment becoming of a desirable, walkable, mixed use district. Parking areas should be predominantly located behind buildings or screened from view. The creation of complete streets will be critical to increase connectivity between uses and between blocks and lots by all modes of travel. It is also important to recognize Snow King Avenue as a primary transportation corridor that will need to be maintained and improved in order to support regional transportation goals.

Despite the intensity of human activity within the district, Midtown contains or is adjacent to prominent natural resource lands such as the Karns Meadow, Flat Creek, East Gros Ventre Butte, High School Butte and the northwestern foot of Snow King Mountain. A key characteristic of this area is the mule deer movement corridor between East Gros Ventre Butte and Karns Meadow, and consequently, the high rate of wildlife vehicle collisions along West Broadway Avenue. The natural resources found in or adjacent to this district should be considered in the course of future planning, with development being located in a way that protects wildlife habitat and facilitates wildlife movement through the district. Future enhancements and redevelopment should seek to incorporate Flat Creek as a recreational and ecological amenity for the entire community.

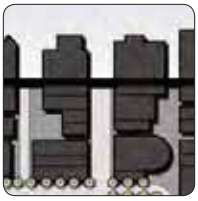
Whether it is enhancing the gateway to Town at the Y intersection, redeveloping under-utilized properties with mixed use structures, improving alternative transportation infrastructure and connectivity, or enhancements to Flat Creek - change in this district is desirable.

Policy Objectives

Common Value 1: Ecosystem Stewardship	1.1.c: Design for wildlife permeability
Common Value 2: Growth Management	4.1.b: Emphasize a variety of housing types, including deed-restricted housing 4.1.d: Maintain Jackson as the economic center of the region 4.2.c: Create vibrant walkable mixed use subareas 4.3.a: Preserve and enhance stable subareas 4.3.b: Create and develop transitional subareas 4.4.b Enhance Jackson gateways 4.4.d: Enhance natural features in the built environment
Common Value 3: Quality of Life	5.2.d: Encourage deed-restricted rental units 5.3.b: Preserve existing workforce housing stock 6.2.b: Support businesses located in the community because of our lifestyle 6.2.c: Encourage local entrepreneurial opportunities 7.1.c: Increase the capacity for use of alternative transportation modes 7.2.d: Complete key Transportation Network Projects to improve connectivity 7.3.b: Reduce wildlife and natural and scenic resource transportation impacts

Character Defining Features

4.1: Midtown Highway Corridor

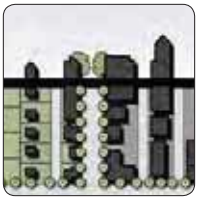


Village Center Form

This mixed use, TRANSITIONAL Subarea is dominated by West Broadway Avenue, Highway 22 and the Y intersection. Development intensity should be oriented towards these roadways and configured in two to three story mixed use buildings with adequate setbacks and screening proportional to these busy highway corridors and intersections. Along the north side of West Broadway four stories buildings will be allowed when they are built into and used to screen the adjacent hillside. All building designs should incorporate techniques to mitigate height such as stepping back upper floors from the streetscape. Parking areas should be predominantly in the rear or screened from view. The lower levels of buildings should contain a variety of non-residential uses including retail, service and office uses catering to locals, while residential uses should be located predominantly on the upper levels of mixed use buildings or to the rear of a site and away from the highway. Future structures will be predominantly mixed use, while multifamily will be allowed if it properly addresses the street. It will be important to successfully integrate the land uses and patterns in this area with adjacent subareas.

A goal of the subarea will be to implement complete street amenities, balancing the needs of vehicle and alternative transportation users. Pedestrian connectivity across West Broadway Avenue will be needed to ensure access to the neighborhood amenities located in the southern portion of the district. Some single use and auto-oriented uses (e.g. gas stations and auto dealers) will still be needed in the future. These uses should follow the desired building form and pattern as much as possible, including providing connectivity by all travel modes to adjacent lots. A key challenge in this area will be to identify a solution to accommodate a wildlife crossing along West Broadway Avenue.

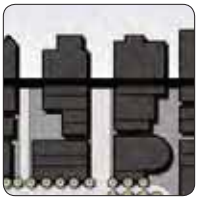
4.2: Northern Hillside



Village Form

This TRANSITIONAL Subarea must strike a delicate balance between allowing some mixed use and residential development while maintaining wildlife permeability and the natural form of the undeveloped hillsides. A key to successful future development will be to sensitively place development in harmony with the existing terrain in order to minimize land disturbance. Development intensity in this subarea should be less than that found within the adjacent Midtown Highway Corridor (Subarea 4.1). Structures will be allowed up to two stories and may be configured in a variety of layouts with attached and detached units blending into the natural surroundings. Smaller building footprints will be encouraged in order to provide adequate open and/or landscaped areas. A variety of residential types, including live/work, multifamily, and duplexes, may be appropriate in this area depending on the specific characteristics of a site and its existing topography. Low density single family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings.

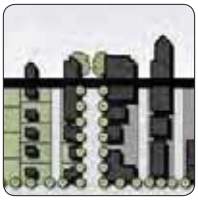
4.3: Central Midtown



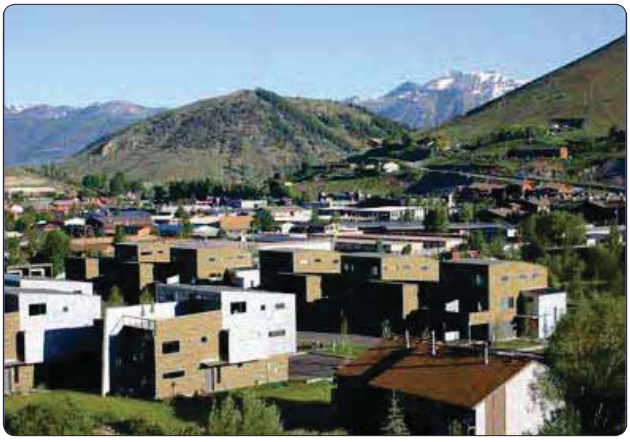
Village Center Form

This TRANSITIONAL Subarea in the core of the district will be critical in achieving the overall goal of transforming the area into a walkable mixed use district. Opportunities should be taken to expand the currently limited street network in order to break up large existing blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable. Mixed use and multifamily residential buildings should be a combination of two and three story structures oriented to the street, though a buffer should be placed between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view. Live-work housing opportunities will be encouraged, as well as any other opportunities to promote local entrepreneurship. Single family residential units are not envisioned for this area. Particular care and attention will need to be given to ensure a successful transition between this mixed use subarea to the adjacent Midtown Residential (Subarea 4.3). The location of buildings and parking, types of uses and overall intensity of use should be considered to ensure a successful blend of these two subareas.

4.4: Midtown Residential

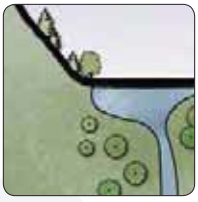


Village Form



This residential, STABLE Subarea should continue as a single family and multifamily residential neighborhood with a mix of ownership and rental units in close proximity to Complete Neighborhood amenities. Pedestrian and bicycle connections should be enhanced, both in terms of internal destinations and those beyond, particularly to schools in other districts. Portions of this subarea also function as a wildlife movement corridor. In the future, wildlife permeability to and from Flat Creek will be maintained and enhanced. Development should also occur in a manner that is sensitive to hillsides, and smaller building footprints should be encouraged in order to provide open and/or landscaped areas. Future improvements to Flat Creek and the adjacent pathway and park system will be needed to support the health of this natural feature for wildlife and residents.

4.5: Karns Meadow



Preservation Form

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forward wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original land owners conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.

Central Wyoming College Jackson Center

Community Meeting

Sketch Plan and Zoning Map Amendment

Thursday, February 15th, 2018

5:30pm - 7:00pm at the Center for the Arts

	NAME	PHYSICAL ADDRESS	E-MAIL
1	Bob Bell	Jackson, WY	bob.belljh@outlook.com
2	John Carney	215 S. King St.	john@clbarchitects.com
3	Tasha Starr	Alpine, WY	tasha.starr@fourseasons.com
4	Kathy Wells	Riverton, WY	kathywellsrn@yahoo.com
5	Amy Madera	Jackson, WY	amadera73@gmail.com
6	Dan Myers	Jackson, WY	dan.myers@fourseasons.com
7	Ed Gannon	Jackson, WY	ed.gannon@fourseasons.com
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
	Thank you for your participation!		

JACKSON

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

January 29, 2018

To Whom It May Concern:

Central Wyoming College intends to submit a Sketch Plan application with a Zoning Map Amendment to the Town of Jackson this spring to permit a new Jackson Center at 230 and 330 Veronica Lane.

There will be a community meeting on Thursday, February 15th, 2018 from 5:30pm to 7:00pm at the Center for the Arts (240 S. Glenwood Street) where you will have the opportunity to ask any questions you may have about what is being proposed and to provide feedback.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

NOTICE OF COMMUNITY MEETING FOR CENTRAL WYOMING COLLEGE – JACKSON CENTER

Central Wyoming College intends to submit a Sketch Plan application with a Zoning Map Amendment to the Town of Jackson this spring to permit a new Jackson Center on Veronica Lane.

Please attend this open house to ask questions about what is being proposed and provide feedback.

Thursday, February 15th, 2018 from 5:30pm to 7:00pm at the Center for the Arts (enter on the Glenwood side) 240 S. Glenwood St. Jackson, WY

JACKSON

NEW LISTING
177 Center Street

RESIDENTIAL AND COMMERCIAL BUILDING IN DOWNTOWN JACKSON, WY.
Six executive office suites combined with a furnished penthouse condo of 2 beds and 2 baths makes for a special offering rarely available in the Town of Jackson. Spectacular location just one block from the Town Sq. with great views and southerly orientation for abundant sunshine. Located in the lodging overlay with short term rentals allowed. Private elevator, multiple entrances, plenty of storage and covered parking. Condo and Offices are also being offered separately, please inquire for details. MLS 17-2822 | $3.35M

EXCEPTIONAL BUILDING SITE - GROS VENTRE NORTH
With views of the Grand Teton, the Sleeping Indian, & JHMR, this lot on the top of Gros Ventre North is a special

40 ACRES ON WILLOW CREEK
Incredible setting with 40 very private acres. The nice custom built home provides vaulted ceilings, in-floor heat throughout, quality finishes and lots of windows with

Jud on

Witness had clai

A judge h state of Wy James Rad animal crue Teton C Becket Hin 18 after lea ness filed a against Ra lated matt spected her Judge W ton, revie Mary Wen against Ra small clai plaint ste Lampton h not vice ve "Ms. La Radda is of bias or against he filed Mon Radda wo against M this pend pure conj supported In the Jan. 18, discrimin courtroom to court f "These tled in m found Ra ing, demo

OWNER	ADDRESS	CITY,	STATE	ZIP	STREET ADDRESS (JACKSON)
PASSLINE PARTNERS LLC	P.O. BOX 1824	JACKSON	WY	83001	1120 ALPINE LANE
SSDA, LLC	P.O. BOX 3393	JACKSON	WY	83001	1160 ALPINE LANE
MAPLE WAY LLC	PO BOX 454	JACKSON	WY	83001	1115 MAPLE WAY
2LSN, LLC	HC 62 BOX 7374	STAR VALLEY RANCH	WY	83127	270 VERONICA LANE
MAPLE BUFFALO LLC	PO BOX 256	WILSON	WY	83014	1225 MAPLE WAY
FREDERICK HYDE HIBBERD JR. LIVING TRUST	400 N.W. RIDGE ROAD	JACKSON	WY	83001	1130 MAPLE WAY
COUNTRY LAWYERS, INC.	PO BOX 1845	JACKSON	WY	83001	1116 MAPLE WAY
NO FEAR! LLC	P.O. BOX 921	JACKSON	WY	83001	255 BUFFALO WAY
GREGORY E. & MARGARET J. PRUGH TRUSTEES	P.O. BOX 2914	JACKSON	WY	83001	1120 MAPLE WAY
KAIDI MORGAN DUNSTAN TRUSTEE	P.O. BOX 136	WILSON	WY	83014	1135 MAPLE WAY
PML, LLC	P.O. BOX 14580	JACKSON	WY	83002	275 VERONICA LANE
HOKE & CO., LLC	P.O. BOX 130	WILSON	WY	83014	250 VERONICA LANE
ALBERTSON'S STORES SUB LLC	250 PARKCENTER BLVD	BOISE	ID	83706	155 BUFFALO WAY
22 WEST, LLC	P.O. BOX 4659	JACKSON	WY	83001	505 POWDERHORN LANE #1
JACKSON CONGREGATION OF JEHOVAH WITNESSES	P.O. BOX 8705	JACKSON	WY	83002	1145 MAPLE WAY

Tracking Number: 9505510450118030164291

Your item has been delivered and is available at a PO Box at 11:14 am on February 3, 2018 in WILSON, WY 83014.

Status

Delivered

February 3, 2018 at 11:14 am
Delivered, PO Box
WILSON, WY 83014

Get Updates

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Tracking Number: 9505510450118030164307

On Time

Expected Delivery on

THURSDAY

1 FEBRUARY 2018 ⓘ

by **8:00pm** ⓘ

Status

Delivered

February 1, 2018 at 10:50 am
Delivered, PO Box
JACKSON, WY 83001

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Tracking Number: 9505510450118030164321

On Time

Expected Delivery on

THURSDAY

1 FEBRUARY 2018 ⓘ

by **8:00pm** ⓘ

Status

Delivered

February 1, 2018 at 10:50 am
Delivered, PO Box
JACKSON, WY 83001

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See More

Tracking Number: 9505510450118030164338

On Time

Expected Delivery on

THURSDAY

1 FEBRUARY 2018 ⓘ

by **8:00pm** ⓘ

Status

Delivered

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JACKSON, WY 83001

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On Time

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THURSDAY

1 FEBRUARY 2018 ⓘ

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Status

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February 1, 2018 at 10:48 am
Delivered, In/At Mailbox
JACKSON, WY 83001

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Tracking Number: 9505510450118030164352

On Time

Expected Delivery on

THURSDAY

1 FEBRUARY 2018 ⓘ

by **8:00pm** ⓘ

Status

Delivered

February 1, 2018 at 10:50 am
Delivered, PO Box
JACKSON, WY 83001

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See More

Tracking Number: 9505510450118030164222

On Time

Expected Delivery on

THURSDAY
1 FEBRUARY 2018 ⓘ
by **8:00pm** ⓘ

Status

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Delivered, PO Box
JACKSON, WY 83002

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Tracking Number: 9505510450118030164239

On Time

Expected Delivery on

THURSDAY
1 FEBRUARY 2018 ⓘ
by **8:00pm** ⓘ

Status

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February 1, 2018 at 10:50 am
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JACKSON, WY 83001

Get Updates

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See More

Tracking Number: 9505510450118030164246

The item is currently in transit to the destination as of February 7, 2018 at 12:11 pm.

Status

In-Transit

February 7, 2018 at 12:11 pm
In Transit to Destination

Get Updates

In-Transit

Text & Email Updates

Tracking History

February 7, 2018, 12:11 pm
In Transit to Destination
The item is currently in transit to the destination as of February 7, 2018 at 12:11 pm.

February 6, 2018, 7:11 am
Departed USPS Regional Facility
COLORADO SPRINGS CO DISTRIBUTION CENTER

February 6, 2018, 4:51 am
Arrived at USPS Regional Facility
COLORADO SPRINGS CO DISTRIBUTION CENTER

February 1, 2018, 12:24 pm
In Transit to Destination

February 1, 2018, 12:04 pm
Moved, Left no Address
WILSON, WY 83014

February 1, 2018, 9:31 am
Delivered, PO Box
WILSON, WY 83014

Tracking Number: 9505510450118030164253

On Time

Expected Delivery on

THURSDAY

1 FEBRUARY 2018 ⓘ

by **8:00pm** ⓘ

Status

Delivered

February 1, 2018 at 10:50 am
Delivered, PO Box
JACKSON, WY 83001

Get Updates

Delivered

See More

Tracking Number: 9505510450118030164260

Expected Delivery by

THURSDAY

1 FEBRUARY 2018 ⓘ

by **8:00pm** ⓘ

Status

Delivered

February 1, 2018 at 10:03 am
Delivered, PO Box
JACKSON, WY 83002

Get Updates

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STORMWATER MANAGEMENT MANUAL
RATIONAL METHOD FOR RUNOFF CALCULATIONS
POST-DEVELOPMENT - 100 YEAR EVENT

CWC Jackson
Lots 3, 6
17 July 2017

Design Storm Frequency = 100 years

Discharge Rate, d = 0.30 cfs

Surface Type	Area A (ft^2)	Area (acres)	Runoff Coefficient C	Frequency Factor C_f	C x C_f	Calculation Value C'	C' x A (acres)
Roofs	6,402	0.15	0.95	1.25	1.1875	1	0.15
Pavement	13,889	0.32	0	1.25	0	0	0.00
Lawn, Heavy, Flat, 2%	4,708	0.11	0.15	1.25	0.1875	0.1875	0.02
	0	0.00	0	1.25	0	0	0.00
	0	0.00	0	1.25	0	0	0.00
Totals	**24999**	**0.57**					**0.19**

Weighted Runoff Coefficient, $C_{wd} = \frac{SC_jA_j}{SA_j}$ = 0.27

$C_{wd} \times C_f$ = 0.34

$C_{wd} \times C_f \times SA_j$ = 0.19

Time of Concentration = 5 minutes

	Water Quantity Calculations				
Rainfall Duration, t (min)	Rainfall Intensity, i (in/hr)	Runoff Volume (ft^3)	Discharge Volume (ft^3)	Site Detention (ft^3)	Peak Flow (ft^3/sec)
5	3	176.77	90.73	86.05	0.58
10	2.33	274.59	181.45	93.14	0.45
15	1.9	335.87	272.18	63.69	0.37
20	1.65	388.90	362.90	26.00	0.32
30	1.3	459.61	544.35	-84.74	0.25
40	1.08	509.11	725.80	-216.70	0.21
50	0.95	559.78	907.25	-347.47	0.19
60	0.82	579.82	1088.71	-508.89	0.16
70	0.74	610.46	1270.16	-659.70	0.14
80	0.65	612.81	1451.61	-838.79	0.13
90	0.61	646.99	1633.06	-986.07	0.12
100	0.56	659.95	1814.51	-1154.56	0.11

Water Quantity Storage Required = 93 ft^3
= 697 gallons

Peak Flow Rate = 0.58 cfs

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STORMWATER MANAGEMENT MANUAL
RATIONAL METHOD FOR RUNOFF CALCULATIONS
PRE-DEVELOPMENT FLOW RATE - 100 YEAR

CWC Jackson
Lots 3, 6
17 July 2017

Design Storm Frequency = 100 years

Discharge Rate, d = 0.00 cfs

PL

Surface Type	Area A (ft^2)	Area (acres)	Runoff Coefficient C	Frequency Factor C_f	C x C_f	Calculation Value C'	C' x A (acres)
Lawn, Sandy, Average, 2 to 7	18,253	0.42	0.13	1.25	0.1625	0.1625	0.07
Pavement	4,340	0.10	0	1.25	0	0	0.00
Unimproved	5,700	0.13	0.2	1.25	0.25	0.25	0.03
		0.00	0	1.25	0	0	0.00
		0.00	0	1.25	0	0	0.00
Totals	**28,293**	**0.65**					**0.10**

Weighted Runoff Coefficient, $C_{wd} = \frac{SC_jA_j}{SA_j}$ = 0.12

$C_{wd} \times C_f$ = 0.16

$C_{wd} \times C_f \times SA_j$ = 0.10

Time of Concentration = 5 minutes

	Water Quantity Calculations		
Rainfall Duration, t (min)	Rainfall Intensity, i (in/hr)	Runoff Volume (ft^3)	Peak Flow (ft^3/sec)
1	0	0.00	0.00
5	3	91.48	0.30
10	2.33	142.10	0.23
15	1.9	173.81	0.19
20	1.65	201.26	0.17
30	1.3	237.85	0.13
40	1.08	263.47	0.11
50	0.95	289.69	0.10
60	0.82	300.06	0.08
70	0.74	315.92	0.07
80	0.65	317.14	0.07
90	0.61	334.82	0.06
100	0.56	341.53	0.06

Peak Flow Rate = 0.30 cfs

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November 27, 2017

Dennis Egge
State of Wyoming - State Construction Department
Construction Management Division
Cheyenne, WY 82002
Via email: dennis.egge@wyo.gov

RE: GEOTECHNICAL REPORT - REVISION 1, CENTRAL WYOMING COLLEGE – JACKSON CAMPUS, 235 AND 255 VERONICA LANE, JACKSON, WYOMING
PROJECT NO: 17067

Dear Mr. Egge,

We are pleased to present this revised report of our Geotechnical Site Investigation for the proposed new construction located at 235 and 255 Veronica Lane in Teton County, Wyoming. The report describes site conditions and presents conclusions and recommendations to support the design and construction of foundation elements.

Please note: this represents a revision of the report issued on November 20, 2017. We recommend notifying anyone who received a copy of the previous report and discarding all existing copies to avoid confusion. Of note, after conversations with the architect and structural engineer, we improved the project description (Section 2.0) and recommendations pertaining to bearing capacity (Section 5.2).

In summary, the site appears to be underlain by stony alluvium of the Cache Creek drainage, considered to be an adequate bearing layer for construction. Alluvial deposits are notoriously variable, but conditions observed during the subsurface exploration appear consistent across the proposed project area. Jorgensen should observe subgrade conditions for any foundation elements prior to placement of fill or foundation elements, especially if pockets or lenses of loose sand, fine-grained soils, or undocumented fills are observed. Two standpipes were installed on the property in order to monitor peak groundwater levels during the spring of 2018. Due to concerns with high seasonal groundwater, a basement is not recommended.

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If you have any questions about this report, or if we may provide other services to you, please do not hesitate to contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

JORGENSEN GEOTECHNICAL

Lauren Jones

Colter H. Lane, P.E.

Geotechnical Investigation Report - Revision 1
Central Wyoming College – Jackson Campus
235 and 255 Veronica Lane

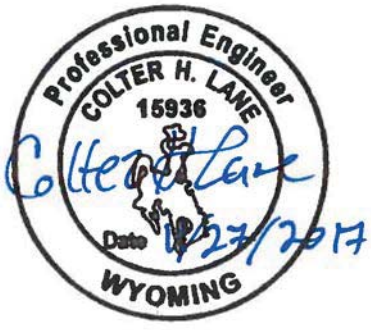
Prepared for:

Dennis Egge
State of Wyoming - State Construction Department
Construction Management Division
Cheyenne, WY 82002

Prepared by:

JORGENSEN GEOTECHNICAL, LLC

PO Box 9550
Jackson, WY 83002



November 27, 2017

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1.0 INTRODUCTION

At the request of Mr. Dennis Egge, Jorgensen Geotechnical (JG) conducted a Geotechnical Site Investigation at 235 and 255 Veronica Lane in Jackson, Wyoming (Figure 1). The purposes were to observe soil and groundwater conditions, evaluate soil engineering properties, and to provide recommendations to support design and construction the proposed Jackson Outreach Center of Central Wyoming College. The scope of services included excavating and logging two exploratory test pits, performing engineering analyses, and furnishing this report.

2.0 PROPOSED CONSTRUCTION

Concept plans from the Level II Study report indicate two possible site layouts. It is our understanding that Option 2 of the report is preferred, which comprises a two story structure situated in the eastern portion of the project site. Parking is proposed west of the structure and a detached, above ground mechanical building is proposed along the northern boundary of the site. Floor area will be 15,940 ft^2 between the two levels with 1,400 ft^2 for a mechanical mezzanine. According to the architect, the structure will be comprised of a steel frame with a composite concrete deck. We have assumed a spread footing foundation system for analyses.

3.0 INVESTIGATION PROCEDURE

3.1 Field Investigation

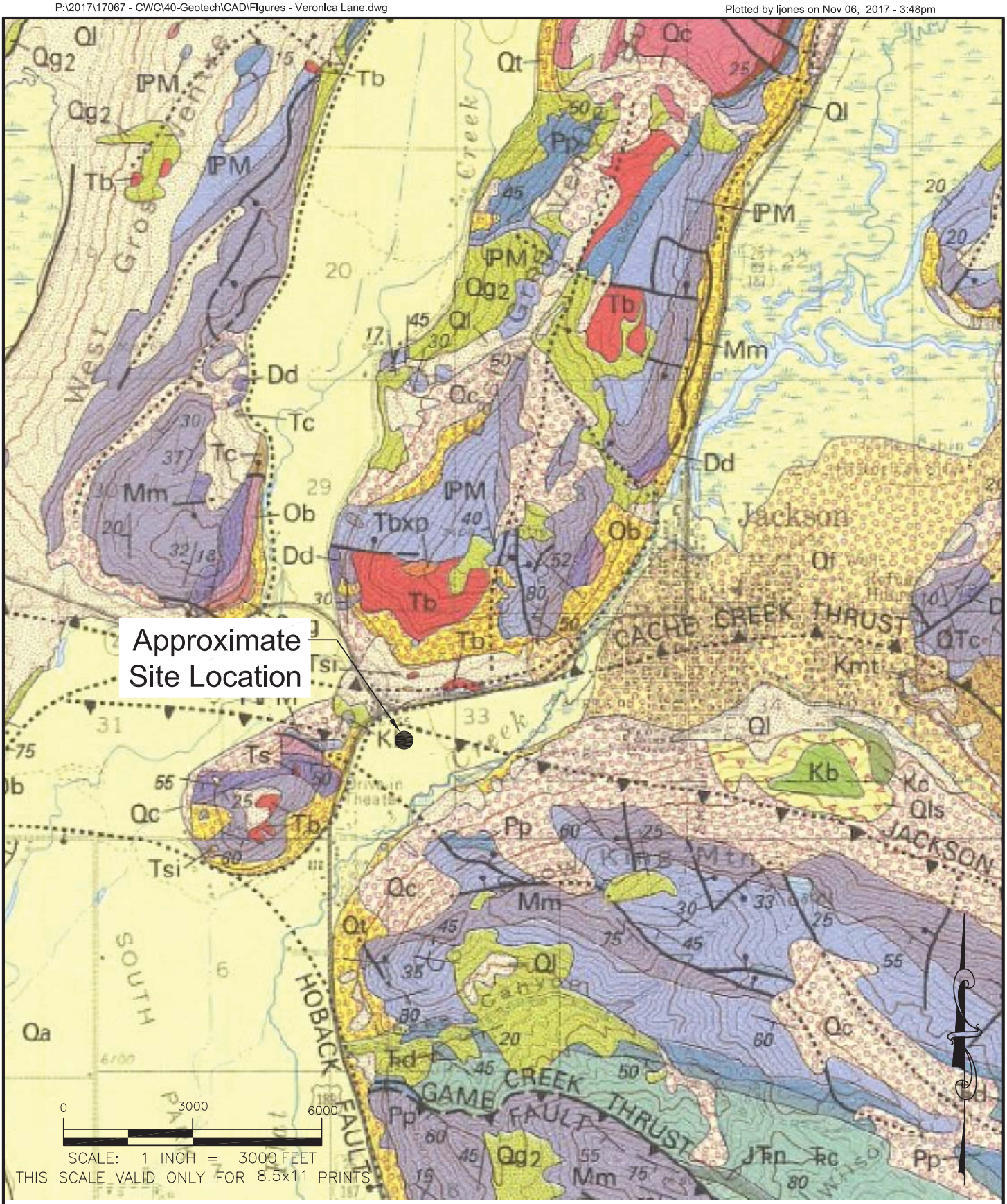
The field investigation was conducted on November 6, 2017. Two test pits were excavated to depths of 7 feet below the ground surface (bgs) in JG-1 and 10 feet bgs in JG-2. Soil type, thickness, consistency, and relative moisture content were observed and documented by JG. Site conditions may vary and actual soil conditions may differ from those represented in the exploration logs. Approximate test pit locations are shown on Figure 2 and detailed test pit logs are presented graphically in Appendix A.

3.2 Laboratory Analysis

The stony nature of the site soils precludes laboratory testing due to the size of a properly representative sample. Soil engineering behavior has been estimated using field observations of soil type and consistency.

3.3 Report Preparation

The report describes the geological site conditions and includes a site location and geologic map and descriptive test pit logs. The report provides engineering analyses and recommendations for construction of new foundation elements.



From Love et al, 1992, Geologic Map of the Grand Teton National Park, Teton County, Wyoming Map I-2031

Map symbols: Qa - Alluvium; Qf - Alluvial Fan; Kb - Sandstone; Qc - Colluvium

DRAFTED BY: LJ REVIEWED BY: CHL PROJECT NUMBER 17067	SHEET TITLE: Figure 1 Site Location and Geologic Map	PROJECT TITLE: Geotechnical Site Investigation CWC - Veronica Lane Jackson, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com

P:\2017\17067 - CWC\40-Geotech\CAD\Figures - Veronica Lane.dwg

Plotted by ljones on Nov 20, 2017 - 3:24pm

0 50 100

SCALE: 1 INCH = 50 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

NOTES:
AERIAL IMAGERY FROM TETON COUNTY GIS.
DATED JUNE 8, 2017.
TEST PIT LOCATIONS ARE APPROXIMATE, BUT WERE SURVEYED BY JORGENSEN NOV 6, 2017, FOR MORE ACCURATE MAPPING DURING DESIGN.

DRAFTED BY:	LJ
REVIEWED BY:	CHL
PROJECT NUMBER	17067

SHEET TITLE:
Figure 2
Test Pit Location Map

PROJECT TITLE:
Geotechnical Site Investigation
CWC - Veronica Lane
Jackson, Wyoming

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4.0 SITE CONDITIONS

4.1 Site Description

235 and 255 Veronica Lane are located in western Jackson, WY, approximately 1,000 feet northwest of Flat Creek. The site is relatively flat at an approximate elevation of 6,150 feet above mean sea level (Figure 2). Each lot is approximately 0.3 acres and the ground is currently covered by tall grasses.

The project area is currently undeveloped and, according to historic aerial photography, has mainly served as parking or storage. Construction of the structure at 275 Veronica Lane to the north appears to have occurred in 2007 and the fill observed in test pit JG-1 (see Section 4.3) may have been left on site at that time.

4.2 Geology

The project site is found on the geologic map of Grand Teton National Park by J.D. Love, et al, published in 1992 (Figure 1). The map shows the location of surface deposits, bedrock units, and geologic structures (i.e., faults and folds). According to the map, the project site is covered by Quaternary age alluvial deposits which consist of gravel, sand, and limited channel fillings of silt and clay. Bedrock is assumed to be very deep. Soil types observed during the site investigation are consistent with mapped geology.

Numerous Quaternary age (relatively young and potentially active) faults have been mapped in the Jackson area (Case, 1997), most notably the Teton fault system along the east side of the Teton Range, approximately 5 miles west of the project site. The inferred (buried) traces of the Cache Creek and Jackson thrust faults are located very near the site (dotted lines on Figure 1), crossing the town of Jackson on a generally east-west trend. These faults are considered to be relatively old and inactive and do not affect the project.

4.3 Soils

The site is generally underlain by sandy gravel and cobble alluvium of the Cache Creek alluvial floodplain. All test pits encountered about two feet of sandy silt topsoil underlain by stony alluvium. The topsoil was logged as moist, dark brown, medium stiff, sandy silt. The alluvium was described in the field as slightly moist to moist, tan and light grey with rusty blotches, medium dense, primarily consisting of 70-75% gravel and cobble to 15-inches in diameter with a clayey silt and sand matrix. Detailed test pit logs are attached in Appendix A.

A few pieces of trash were encountered in JG-1 to a depth of about 4-ft indicating an undocumented fill. As described above, this fill may be associated with construction of the structure to the north and is not anticipated to extend very far south. In the event fills are identified in the foundation excavation, they should be removed from below foundation elements.

Similar soils were encountered in test pits excavated north and south of the proposed buildings and are likely consistent across the project area. However, lenses of loose sand and fine-grained material are common in alluvial deposits and JG should observe subgrade conditions prior to placement of fill or foundation elements, especially if pockets or lenses of loose sand, fine-grained soils, or undocumented fills are observed.

4.4 Groundwater

Groundwater was encountered at about 6.5 and 8-ft bgs in JG-1 and JG-2, respectively, during the investigation on November 6, 2017. Soil conditions were observed to be slightly moist to moist, with moisture content increasing with depth. Groundwater monitoring standpipes were installed in both test pits: MW-1 at 7-ft bgs and MW-2 at 10-ft bgs (see Figure 2).

The investigation occurred after what is considered the peak seasonal groundwater level in this area. Therefore, it is recommended that groundwater levels are monitored during the spring 2018 runoff season. Soils with rust staining (i.e., “gleyed soils”) were observed in both pits within about 3-4 feet of the ground surface. Gleyed soils occur in anoxic environments and may indicate levels of sustained high groundwater. Due to the possibility of seasonally high groundwater levels, a basement is not recommended and any mechanical equipment placed in crawlspace areas should be moisture insensitive.

4.5 Earthquakes and Seismicity

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho, western Montana, and western Wyoming (Smith and Arabasz, 1991). The Teton fault along the eastern margin of the Teton Range, approximately 5 miles to the west of the site, is considered an important structural element of the Intermountain Seismic Belt. Predicted recurrence intervals for maximum credible earthquakes have passed for most of the fault systems capable of generating magnitude 7.5 events in western Wyoming (Case, 1997), implying the risk of major earthquakes is relatively high.

Ground motion accelerations should be derived for the project site in accordance with the general procedure defined in the International Building Code (IBC). The IBC references ASCE 7-10 to determine the ground motion accelerations. Based on subsurface soils and our experience in the area, the site is classified as a Site Class D (“Stiff Soil”). For your convenience, USGS Seismic Design Maps Summary and Detailed Reports were produced assuming a risk category of I/II/III (assumed) and are attached in Appendix B. These reports present design ground motion for structural design.

The site is in an area of moderate seismic activity. The current peak horizontal acceleration (PGA) with 10% probability of exceedance in 50-years is approximately 0.19g, according to the USGS National Seismic Hazard Maps (2014). This has been applied in this report for analysis of seismic lateral loading on retaining walls, see Section 5.3.

The provisions of the IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure. The approach adopted in the IBC is intended to provide a uniform margin of safety against collapse at the *design* ground motion. The *design* earthquake ground motion is selected at a ground shaking level that is 2/3 of the *maximum considered earthquake* (MCE) ground motion, which has a likelihood of exceedance of 2 percent in 50 years (a return period of about 2,500 years). The owner should be aware that the IBC is not intended to prevent damage or loss of function during a major earthquake; it is intended to reduce the risk of loss of life. Structural design should follow the level of risk tolerable to the owner.

4.6 Geologic Hazards and Liquefaction

The owner should be aware that in the event of a large magnitude earthquake (i.e., approximately 7.5), strong ground shaking or liquefaction could potentially cause damage to structures (Smith, et al, 1993). The owners may wish to consider the option of carrying earthquake insurance in addition to homeowner's insurance.

Loose, saturated sands and silty sands, and in some cases, silts and gravels, may liquefy when exposed to seismic shaking. Evaluation of the deep subsurface conditions and assessment of the liquefaction potential at this site are beyond the scope of this investigation. However, the gravel and cobbles encountered in the test pits appear too stony and dense to liquefy in a seismic event. Since the site is in a relatively flat area, if liquefiable material is present at greater depths, seismically-induced liquefaction could cause differential settlement but is unlikely to cause “lateral spreading”, which is a major slope movement that is a common source of catastrophic failure during earthquakes.

5.0 ENGINEERING ANALYSES

5.1 Settlement

Significant consolidation of the stony alluvial deposits (i.e., greater than 1-inch of total settlement) was observed in the test pits below the topsoil and undocumented fills. Thus, foundation elements should be placed directly on native sandy gravel and cobble. Recommendations regarding site preparation may be found in Section 6.2. If encountered, topsoil, fill, and any fine-grained soils should be removed below all footings. Lenses of loose sand or fine-grained material may occur in the stony material; if encountered during construction, they should be removed and replaced with structural fill or native stony alluvium.

5.2 Bearing Capacity

Bearing capacity of soil refers to its ability to resist shear failure under load. Soil parameters (i.e., inputs to the bearing capacity equation) were derived based on visual classification of the soil. The allowable bearing capacity for the gravel and cobble alluvium was estimated using Terzaghi’s bearing capacity equation for 2-ft continuous (i.e., strip) footings and 6.25’x6.25’ square footings (Bowles, 1996).

Allowable bearing capacity is calculated to be:

- 2-ft Continuous = 6,500 psf
- 6.25'x6.25' Square = 8,400 psf

Soil bearing capacity is dependent not only on its strength, but also the geometry of the foundation elements. The calculations assume the bottom of footing elevation is buried 3-ft below final grade. If existing conditions are found to differ from these assumptions or if new footings will have different dimensions, please contact us for a reevaluation of the allowable bearing capacity.

5.3 Lateral Loads on Foundation Walls

Lateral pressures were calculated using methods suggested by Bowles (1996). Lateral pressures were calculated for at-rest, active, and passive conditions and presented in Table 5-1.

Table 5-1: Lateral Pressure Parameters for Native Stony Alluvium or Stony "Pit-Run" Fill

Condition	Coefficient of Earth Pressures	γK (equivalent fluid pressure)
Static Conditions		
Level Backfill	K_o = 0.43	58 pcf
	K_a = 0.27	37 pcf
	K_p = 3.69	498 pcf
Earthquake Conditions		
Level Backfill	K_{ae} = 0.33	44 pcf
	K_{pe} = 3.49	472 pcf

Values in the table assume a level ground surface adjacent to retaining structures. We have assumed site derived "pit-run" material (sandy gravel and cobble) will be used as exterior backfill, which has an estimated internal friction angle of 35° and a unit weight of 135 pcf.

5.3.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is 37 pcf (pounds per cubic foot). This pressure distribution would be equivalent to a force of approximately $18.5H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Lateral pressures on retaining walls from earthquakes were estimated using the Mononobe-Okabe equations (Bowles, 1996; Duncan et al, 1990). Because the maximum acceleration occurs only briefly during an earthquake, it is common practice when designing dams and other earth structures to reduce the design acceleration to ½ of the maximum design acceleration (Hynes-Griffin and Franklin, 1984). Thus, we have calculated seismic lateral pressures using a horizontal acceleration k_h of 0.1g (1/2 of k_h max) per the USGS (2014).

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures must be divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The resultant force from seismic lateral pressures is applied at 60% of the wall height above the base with a magnitude equal to the difference between seismic and static active pressures; i.e., (γK_{ae} - γK_a)H^2 or 3.5H^2 pounds per horizontal foot of wall applied.

5.3.2 At-Rest Pressures

For lateral pressure design of basement walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is 58 pcf. Design control of such walls shall be whichever generates the higher resultant force: at-rest pressures or active seismic pressures.

5.3.3 Passive Pressures

For passive pressure design, the earth pressure coefficient (γK_p) is about 498 pcf, assuming a horizontal ground surface adjacent to the wall and reduced to 472 pcf for seismic conditions. Passive pressure design should neglect loose fill and soil located within the frost zone.

5.4 Soil Friction

Terzaghi et al, (1996) suggest use of the internal strength of the soil for the friction angle along a concrete base in granular soils, with a maximum value of 30°. Accordingly, a friction value of 0.58, which is the tangent of 30°, is suggested if foundation elements are founded on native stony alluvium or compacted, granular structural fill. The friction value may be combined with the passive pressure to resist horizontal loads.

6.0 RECOMMENDATIONS

6.1 Foundations

In our opinion, the existing native stony alluvium, consisting of sandy gravel and cobble, is anticipated to provide adequate support for the proposed foundation loads. We strongly recommend that the building foundation systems be placed entirely on native stony material or approved structural fill consisting of imported “pit-run” or re-compacted stony site soil. Topsoil, fill, and any fine-grained flood plain deposits should be removed and building foundations should be placed entirely on native stony alluvium or approved structural fill.

All footings should be placed below the frost line, including exterior footings for awnings and porches. The building code for Teton County requires that footings be placed at a minimum depth of 34 inches from finished grade, with a minimum foundation exposure of 6 inches above finished grade.

Minor cracks in the foundation walls, floor slabs, and sheetrock are normal and should not be a cause for concern. A structural engineer should review the plans to check that adequate lateral restraint is provided to foundation walls by the floor joists.

Local codes regarding foundation ventilation and radon mitigation should be followed. The contractor shall be ultimately responsible for following local building regulations and codes.

6.2 Site Preparation

Prior to placement of structural fill, the site should be cleared and stripped of topsoil and organic debris. No brush, roots, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or structural fill. All exposed subgrade surfaces should be free of mounds and depressions which could prevent uniform compaction. If unexpected fills or obstructions are encountered during site clearing or excavation, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

If sand or fine-grained soils are observed in the foundation excavation, they should be removed and replaced with an approved structural fill, such as pit-run or native stony alluvium. The foundations should bear directly on the stony gravel and cobble alluvium or approved structural fill placed in direct contact with the stony alluvium.

During excavation for the foundation footings, removal of large cobbles may disturb and loosen the surrounding material. All disturbed areas should be compacted with a smooth-drum vibratory roller, in vibratory mode with a *minimum* of three passes, prior to placement of structural fill and/or footing construction. The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed.

All excavations and foundation subgrades should be observed by a representative of JG prior to fill or concrete placement, especially if questionable materials are exposed. Notice shall be provided at a minimum of 24 hours before the requested observation.

6.3 Excavation and Cut Slope Stability

OSHA regulations (29CFR1926) appear to classify the alluvial material at the site as Type C soil. For planning and design purposes, simple cut slopes should be no steeper than 1.5H:1V. The contractor shall be responsible for adherence to OSHA and other safety regulations by observing soil and groundwater conditions at the time of construction.

6.4 Final Backfilling and Grading

Properly compacted backfill and site drainage are important. Table 6-1 provides a method specification for compaction of stony material. If structural fill is used to achieve final grades, the fill may consist of select granular site material or imported pit run fill placed in horizontal lifts no greater than 12 inches loose thickness, as indicated by Table 6-1. Larger cobbles (> 4" diameter) should not be used as structural backfill, except as specified in Table 6-1.

Stony fill will compact into a dense, strong, well-drained structural fill, and tight moisture control is usually not required. Table 6-1 presents a *minimum* number of passes for each

compactor type. The actual number of passes should be determined by observing compaction after each pass to determine if the surface is non-yielding. If the fill surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed. Once the final number of passes is determined, the method may be continued for the rest of the project as long as fill properties, groundwater levels, and subgrade soil conditions remain the same. It is important to establish a method specification as early in the construction as possible and apply it consistently for the entirety of the building pad construction. Jorgensen is available to observe lift thickness, number of passes, and equipment used to verify a non-yielding state is achieved.

Table 6-1: Compaction Parameters for Stony Fill

Compactor Type	Lift Thickness	Maximum Particle Size	Minimum Number of Passes
5-ton vibratory	12 inches	9-inch*	3
1.5-ton vibratory	9 inches	6-inch	5
Hand-held	4 inches	4-inch	5

* Occasional clasts to 12-inch are permitted, if encountered, but should not be nested.

Exterior backfills should be placed as early as possible. However, do not over-compact exterior backfills against “green” foundation walls.

Utility trenches should also be backfilled in lifts and lightly compacted. The stony soils will require a vibrating smooth-drum roller or vibratory plate (i.e., hoe-pack or “jumping jack”) for compaction.

6.5 Interior Slabs-on-Grade

Interior slabs should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick, or as approved by a Structural Engineer. Minor floor cracking of slab-on-grade construction is difficult, if not impossible, to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage or curling, or daily and seasonal variability in temperature and humidity.

An impermeable layer (usually plastic) is suggested beneath interior slabs, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness. Three articles from the American Concrete Institute (ACI) that discuss these options are listed in the References (Holland and Walker, 1998; Suprenant and Malisch, 1998 & 1999). We are able to offer additional guidance if requested.

Two options are available to reduce the tendency for the concrete to crack or curl as it dries:

1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable,

compactible, granular material may be placed over the impermeable layer to receive the concrete slab. This material usually consists of "crusher run material", which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of compacted, fine-graded material such as crusher fines or manufactured sand may be used.

2. The blotter layer may be eliminated if the concrete is reinforced properly. The referenced article entitled "Controlling Curling and Cracking in Floors to Receive Coverings" provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a Structural Engineer should provide it.

6.6 Exterior Slabs-on-Grade

Exterior slabs such as driveways, patios, and sidewalks can move in response to changes in temperature, soil moisture, or subgrade freezing. Any fine-grained topsoil is potentially compressible and susceptible to frost heave. Any exterior flat work placed on these soils may perform poorly. Performance of exterior slabs at this site may be improved by compacting the surface of the native stony alluvium and seating the slab on at least 6 inches of road mix gravel (e.g., WYDOT Grading H).

Exterior slabs should be at least 4 inches thick, 6 inches if supporting vehicles, or as approved by the Structural Engineer. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure. Expansion joints are recommended in all concrete flatwork.

6.7 Crawlspace, Ventilation, and Radon

Evaluation of radon was beyond the scope of work; local codes should be followed and specialty contractors employed, if necessary. The building contractor is ultimately responsible for following local building codes. Crawlspace ventilation to reduce moisture and potential accumulation of radon gas is required by code. Placing a Class 1 vapor retarder in the crawlspace may reduce ventilation opening area requirements. Care should be taken while installing such a vapor retarder to avoid water overtopping and thus compromising the system. A capillary break layer (see Section 6.5) may be necessary to accommodate a radon vent pipe.

6.8 Reinforcing, Utilities Testing, and Concrete Considerations

Footings, slabs, and foundation walls should be reinforced to resist differential movement. Consultation with a Structural Engineer to specify adequate reinforcement is suggested. Water and sewer lines should be pressure tested before backfilling. Exterior concrete should contain 5% to 7% entrained air.

6.9 Observation during Construction

A representative of JG should observe construction of any foundation or drainage elements recommended in this report. Site grading, leak-proof testing, and soil compaction shall be

observed by a representative Jorgensen. Recommendations in this report are contingent upon our involvement. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to survey the conditions and make necessary modifications.

7.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. The report is for single use and under no circumstances are the figures and text to be used separately. 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 under similar conditions. No other warranty is made or implied.

8.0 REFERENCES

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APPENDIX A

Test Pit Logs

Jorgensen Geotechnical
Jackson, WY 83002
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: CWC - Veronica Lane	DATE: 11/6/2017
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: JG-1/MW-1
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 7	GROUNDWATER LEVEL (ft.): 6.5	MEASURED FROM: Ground surface
DRILL TYPE: JD 310SJ	HAMMER:	DRILL CO: Fish Creek Excavation	DRILLER: Bill / LOGGED BY: lj

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-2.2ft Sandy SILT: Moist, dark brown, soft to medium stiff, massive, roots down to 2-ft [TOPSOIL]					
2													
3								2.2-4.0ft Sandy GRAVEL/COBBLE: Slightly moist to moist, tan and light grey with rusty blotches, medium dense, stratified, 70-75% subangular to subrounded gravel/cobble up to 15-in diameter, clayey silty sand matrix, some scattered pieces of trash within upper 4-ft [ALLUVIUM/FILL]					
4													
5								4.0-7.0ft Sandy GRAVEL/COBBLE: Slightly moist to wet, tan and light grey with rusty blotches, medium dense, stratified, 70-75% subangular to subrounded gravel/cobble up to 15-in diameter, clayey silty sand matrix [ALLUVIUM]					
6								Notes: Groundwater encountered at 6.5-ft. Pitwalls caving at 7-ft. Stopped at request. 4-in perforated standpipe installed to 7.0-ft. Stick up of 3.0-ft. Backfilled with spoils. ▼					
7													
8													
9													
10													

Jorgensen Geotechnical
Jackson, WY 83002
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: CWC - Veronica Lane	DATE: 11/6/2017
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: JG-2/MW-2
TEST HOLE LOCATION: See site map	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 10	GROUNDWATER LEVEL (ft.): 8	MEASURED FROM: Ground surface
DRILL TYPE: JD 310SJ	HAMMER:	DRILL CO: Fish Creek Excavation	DRILLER: Bill	LOGGED BY: lj

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-1.9ft Sandy SILT: Moist, dark brown, soft to medium stiff, massive, roots down to 2-ft [TOPSOIL]					
2								1.9-10.0ft Sandy GRAVEL/COBBLE: Slightly moist to wet, tan and light grey with rusty blotches, dense, stratified, 70-75% subangular to subrounded gravel/cobble up to 15-in diameter, clayey silty sand matrix, rusty patches starting at 4-ft [ALLUVIUM] Notes: Groundwater encountered at 8.0-ft. Stopped at request. 4-in perforated standpipe installed to 10.0-ft. Stick up of 1.7-ft. Backfilled with spoils.					
3													
4													
5													
6													
7													
8													
9													
10													

TEST HOLE LOG JORGENSEN GEO CWC VERONICA LANE TP LOGS.GPJ JORGENSEN GEO 08-2015.GDT 11/20/17

APPENDIX B

USGS Seismic Design
Summary and Detailed Reports

USGS Design Maps Summary Report

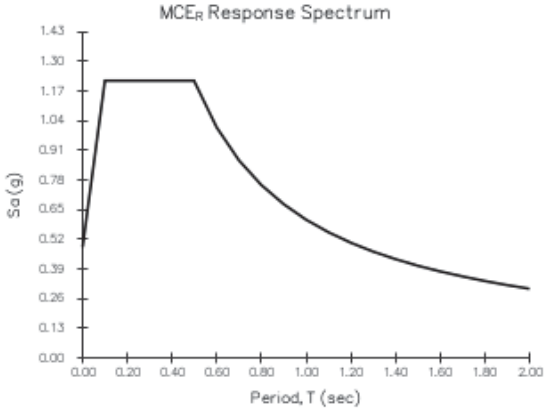
User–Specified Input

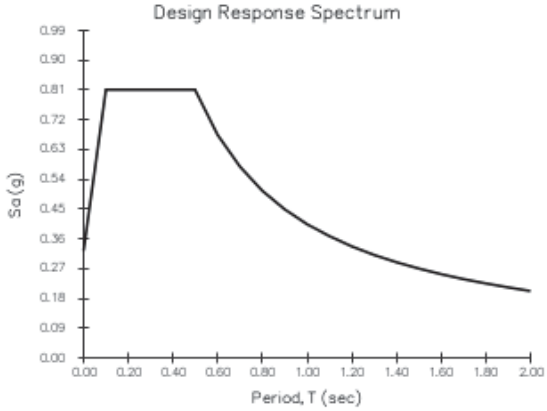
Report Title	CWC - Veronica Lane Tue November 7, 2017 16:37:40 UTC
Building Code Reference Document	ASCE 7-10 Standard (which utilizes USGS hazard data available in 2008)
Site Coordinates	43.4709°N, 110.788°W
Site Soil Classification	Site Class D – "Stiff Soil"
Risk Category	I/II/III

USGS–Provided Output

S_S =	1.185 g	S_{MS} =	1.216 g	S_{DS} =	0.811 g
S_1 =	0.362 g	S_{M1} =	0.606 g	S_{D1} =	0.404 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.





For PGA_M, T_L, C_{RS}, and C_{R1} values, please view the detailed report.

Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

USGS Design Maps Detailed Report

ASCE 7-10 Standard (43.4709°N, 110.788°W)

Site Class D – "Stiff Soil", Risk Category I/II/III

Section 11.4.1 — Mapped Acceleration Parameters

Note: Ground motion values provided below are for the direction of maximum horizontal spectral response acceleration. They have been converted from corresponding geometric mean ground motions computed by the USGS by applying factors of 1.1 (to obtain S_S) and 1.3 (to obtain S_1). Maps in the 2010 ASCE-7 Standard are provided for Site Class B. Adjustments for other Site Classes are made, as needed, in Section 11.4.3.

From Figure 22-1 [1]	S_S = 1.185 g
From Figure 22-2 [2]	S_1 = 0.362 g

Section 11.4.2 — Site Class

The authority having jurisdiction (not the USGS), site-specific geotechnical data, and/or the default has classified the site as Site Class D, based on the site soil properties in accordance with Chapter 20.

Table 20.3–1 Site Classification

Site Class	$\overline{v}_s$	$\overline{N}$ or $\overline{N}_{ch}$	$\overline{s}_u$
A. Hard Rock	>5,000 ft/s	N/A	N/A
B. Rock	2,500 to 5,000 ft/s	N/A	N/A
C. Very dense soil and soft rock	1,200 to 2,500 ft/s	>50	>2,000 psf
D. Stiff Soil	600 to 1,200 ft/s	15 to 50	1,000 to 2,000 psf
E. Soft clay soil	<600 ft/s	<15	<1,000 psf
	Any profile with more than 10 ft of soil having the characteristics: • Plasticity index *PI* > 20, • Moisture content *w* ≥ 40%, and • Undrained shear strength $\overline{s}_u$ < 500 psf		
F. Soils requiring site response analysis in accordance with Section 21.1	See Section 20.3.1		

For SI: 1ft/s = 0.3048 m/s 1lb/ft² = 0.0479 kN/m²

Section 11.4.3 — Site Coefficients and Risk–Targeted Maximum Considered Earthquake (MCE_R) Spectral Response Acceleration Parameters

Table 11.4–1: Site Coefficient F_a

Site Class	Mapped MCE_R Spectral Response Acceleration Parameter at Short Period				
	$S_S \le 0.25$	$S_S = 0.50$	$S_S = 0.75$	$S_S = 1.00$	$S_S \ge 1.25$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight–line interpolation for intermediate values of S_S

For Site Class = D and S_S = 1.185 g, F_a = 1.026

Table 11.4–2: Site Coefficient F_v

Site Class	Mapped MCE_R Spectral Response Acceleration Parameter at 1–s Period				
	$S_1 \le 0.10$	$S_1 = 0.20$	$S_1 = 0.30$	$S_1 = 0.40$	$S_1 \ge 0.50$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.7	1.6	1.5	1.4	1.3
D	2.4	2.0	1.8	1.6	1.5
E	3.5	3.2	2.8	2.4	2.4
F	See Section 11.4.7 of ASCE 7				

Note: Use straight–line interpolation for intermediate values of S_1

For Site Class = D and S_1 = 0.362 g, F_v = 1.677

Equation (11.4–1): $S_{MS} = F_a S_S = 1.026 \times 1.185 = 1.216$ g

Equation (11.4–2): $S_{M1} = F_v S_1 = 1.677 \times 0.362 = 0.606$ g

Section 11.4.4 — Design Spectral Acceleration Parameters

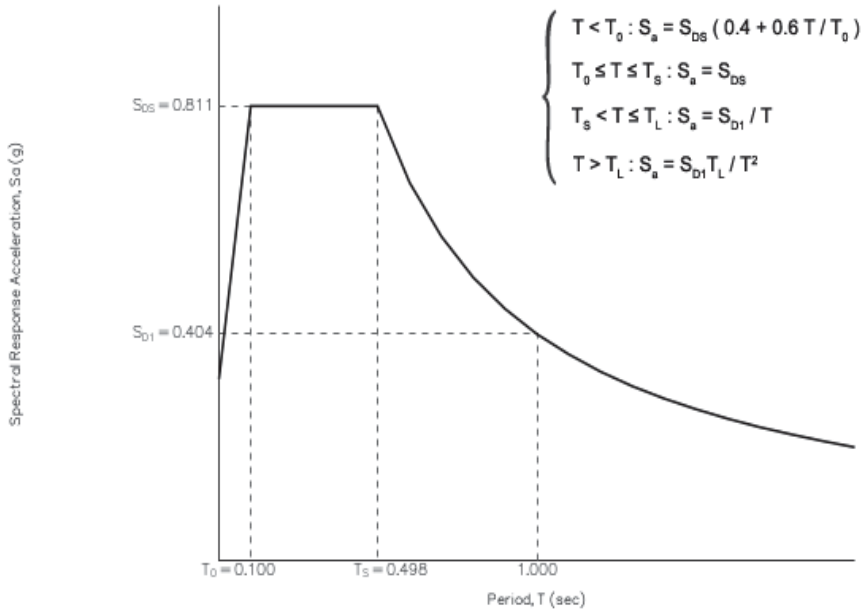
Equation (11.4–3): $S_{DS} = \frac{2}{3} S_{MS} = \frac{2}{3} \times 1.216 = 0.811$ g

Equation (11.4–4): $S_{D1} = \frac{2}{3} S_{M1} = \frac{2}{3} \times 0.606 = 0.404$ g

Section 11.4.5 — Design Response Spectrum

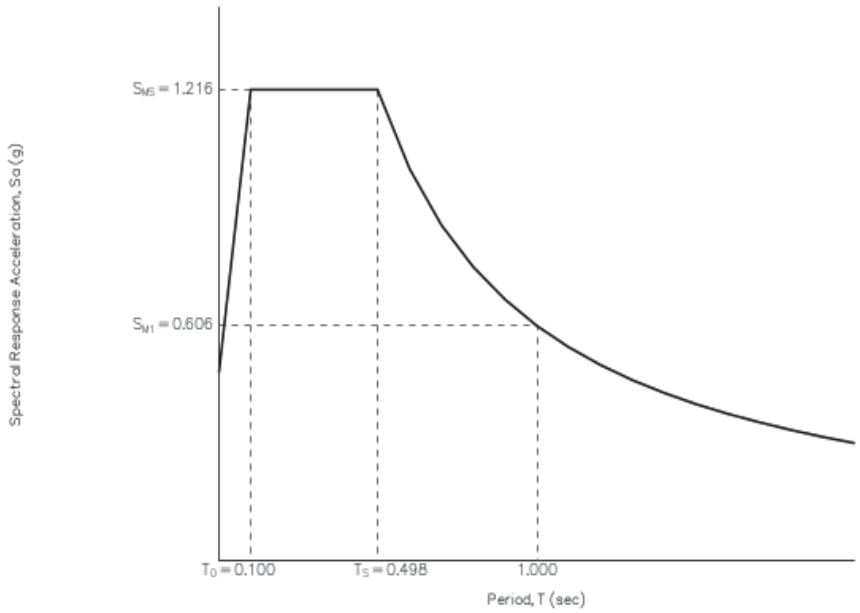
From Figure 22-12 [3] $T_L = 8$ seconds

Figure 11.4–1: Design Response Spectrum



Section 11.4.6 — Risk-Targeted Maximum Considered Earthquake (MCE_R) Response Spectrum

The MCE_R Response Spectrum is determined by multiplying the design response spectrum above by 1.5.



Section 11.8.3 — Additional Geotechnical Investigation Report Requirements for Seismic Design Categories D through F

From Figure 22-7 [4] PGA = 0.455

Equation (11.8–1): $PGA_M = F_{PGA}PGA = 1.045 \times 0.455 = 0.475$ g

Table 11.8–1: Site Coefficient F_{PGA}

Site Class	Mapped MCE Geometric Mean Peak Ground Acceleration, PGA				
	PGA ≤ 0.10	PGA = 0.20	PGA = 0.30	PGA = 0.40	PGA ≥ 0.50
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight–line interpolation for intermediate values of PGA

For Site Class = D and PGA = 0.455 g, F_{PGA} = 1.045

Section 21.2.1.1 — Method 1 (from Chapter 21 – Site-Specific Ground Motion Procedures for Seismic Design)

From Figure 22-17 [5] C_{RS} = 0.885

From Figure 22-18 [6] C_{R1} = 0.877

Section 11.6 — Seismic Design Category

Table 11.6-1 Seismic Design Category Based on Short Period Response Acceleration Parameter

VALUE OF S_{DS}	RISK CATEGORY		
	I or II	III	IV
$S_{DS} < 0.167g$	A	A	A
$0.167g \le S_{DS} < 0.33g$	B	B	C
$0.33g \le S_{DS} < 0.50g$	C	C	D
$0.50g \le S_{DS}$	D	D	D

For Risk Category = I and S_{DS} = 0.811 g, Seismic Design Category = D

Table 11.6-2 Seismic Design Category Based on 1-S Period Response Acceleration Parameter

VALUE OF S_{D1}	RISK CATEGORY		
	I or II	III	IV
$S_{D1} < 0.067g$	A	A	A
$0.067g \le S_{D1} < 0.133g$	B	B	C
$0.133g \le S_{D1} < 0.20g$	C	C	D
$0.20g \le S_{D1}$	D	D	D

For Risk Category = I and S_{D1} = 0.404 g, Seismic Design Category = D

Note: When S_1 is greater than or equal to 0.75g, the Seismic Design Category is **E** for buildings in Risk Categories I, II, and III, and **F** for those in Risk Category IV, irrespective of the above.

Seismic Design Category ≡ "the more severe design category in accordance with Table 11.6-1 or 11.6-2" = D

Note: See Section 11.6 for alternative approaches to calculating Seismic Design Category.

References

1. *Figure 22-1*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-1.pdf
2. *Figure 22-2*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-2.pdf
3. *Figure 22-12*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-12.pdf
4. *Figure 22-7*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-7.pdf
5. *Figure 22-17*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-17.pdf
6. *Figure 22-18*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-18.pdf

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CENTRAL WYOMING COLLEGE JACKSON CENTER - TRAFFIC STATEMENT – 2/15/18

The Central Wyoming College – Jackson (CWC) facility is being developed on two adjacent platted lots within the Stockhouse-Patterson in Jackson, Wyoming. This traffic statement estimates the amount of traffic that will be generated by the CWC facility and identifies transportation demand strategies that may be undertaken by CWC to mitigate the volume of traffic generated.

CWC-Jackson currently operates out of the Center for the Arts. The Science, Nursing, and Culinary Arts programs have specialized lab and classroom space requirements that require partnerships with Jackson Hole High School, St. Johns Medical Center, and the Elks Club to provide auxiliary spaces and alleviates some of the classroom demands. The new CWC-Jackson will consolidate these programs within one approximately 18,000 square foot building.

CWC-Jackson has two types of semester patterns: one is a traditional schedule, the other is condensed. Traditional Schedule begins with the fall semester general begin on the last Monday of August, ending the 2nd week of December. Spring semester begins about the 2nd week of January and continues through the 1st or 2nd week of May. These semesters are 15 weeks long. The summer schedule begins the day after Memorial Day and generally lasts 10 weeks. Currently, CWC-Jackson does not offer in-person classes in the summer, but do anticipate offering in-person classes once they occupy the new building. The Condensed Schedule is currently only used by the Culinary and Hospitality Program. The majority of those in-person classes are offered for 9 weeks in the fall and in the spring (Oct 1 – Dec 1 and 3rd week of March – before Memorial Day). Those students are involved in work-study internships during the summer and winter seasons which are off campus.

Fall enrollment is estimated to be approximately 430 students and spring enrollment 260 students. This includes students that attend for only one month (for classes such as CNA) and weeks at a time (for noncredit). Class times occur between 8 a.m. and 9 p.m. throughout the week. CWC-Jackson maintains the ability to vary these times such that few courses are offered during peak hour commute times (7 to 9 a.m. and 4 to 6 p.m.).

The existing two lots of the proposed CWC are zoned AC and currently undeveloped. The Stockhouse-Patterson Addition includes five additional lots. All are developed with professional office buildings. The lots are served by Veronica Lane, a private subdivision road that accesses Maple Way, a Town of Jackson Street.

Maple Way has sidewalks on both sides of the street. The area is well served by START Bus with 3 dedicated stopes within 2 blocks of the proposed CWC-Jackson location.

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

The existing traffic along Maple Way in the vicinity of Maple Way was 9,785 vehicles per day in 2014 and 9,598 vehicles per day in 2017. The volume was 9,937 vehicles per day in 2006. These counts indicate traffic volumes have been relatively stable along this corridor.

CWC-Jackson continues to develop their curriculum for this facility, and based upon information provided fall is the highest level of use with approximately 420 students attending. The facility will house 7 administrative staff, and approximately 14 adjunct professors will be teaching classes throughout the day when classes are occurring. The Institute of Transportation Engineer's (ITE) *Trip Generation, 7th Edition includes* Land Use 540 – Junior/Community College. The trip generation is identified based upon the number of students and estimated to b 1.23 trips per student. For the total population in the fall, this would be approximately 530 trips per day. Given these trips are distributed over a 14 hour period and include trips by students and staff attending shorter duration courses (i.e. CAN, non-credit, etc.), we do not anticipate this additional traffic being of issue to the adjacent transportation network. Identifying traffic demand mitigation (TDM) measures that may be implemented by CWC-Jackson to minimize the traffic that is generated by CWC will be developed. Mitigation measures that may be considered include parking limitations, quality access to bicycle and pedestrian facilities, bicycle racks, showers, access to START Bus (public transit), ride-share programs, and overall advertisement and promotion of the benefits of transit alternatives versus single occupant vehicular use. In addition, as most of our classes are scheduled to meet the needs of the students, CWC-Jackson has the flexibility to schedule most classes at times during the day that do not coincide with peak hour traffic volumes on the adjacent street network to reduce stress on parking and commuter traffic.

SECTION 6 – TITLE DOCUMENTS

- **6.1 - PLAT NO. 822 STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON**

- **6.2 – RESOLUTION 99-03: VERONICA LANE**

- **6.3 - COVENANTS, CONDITIONS & RESTRICTIONS**

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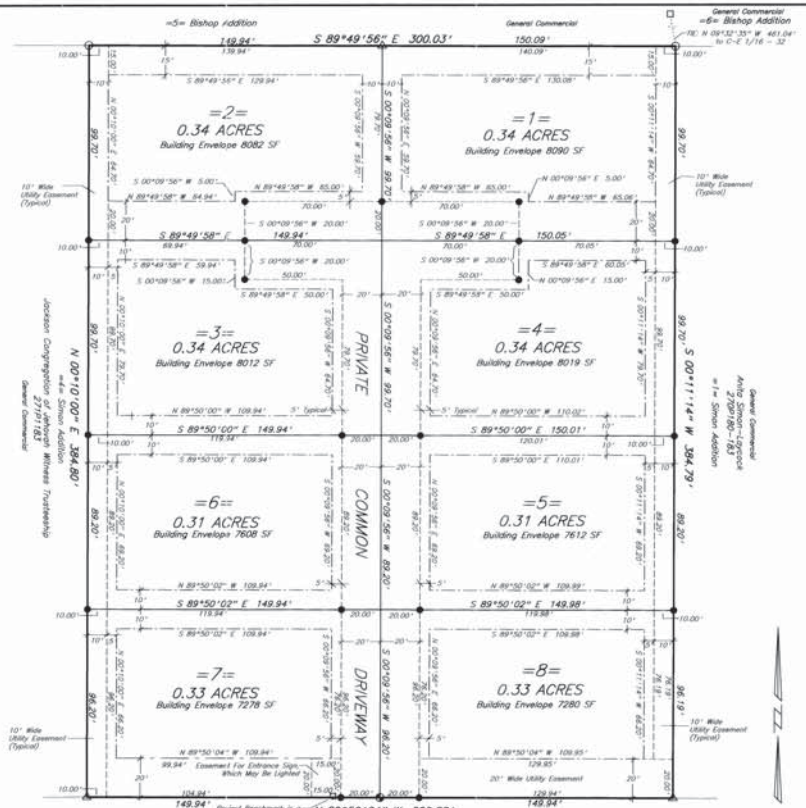


= LEGEND =

- indicates a Corner Report filed; monument found this survey.
- indicates a steel T-shaped stake with chromed cap inscribed "SURVEY POINT DO NOT DISTURB RLS 1647", found this survey.
- indicates a steel T-shaped stake found this survey.
- indicates a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN PE&LS 2612" set this survey in 1990.
- indicates a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN PE & LS 2612" set this survey in 1994.
- indicates the boundary of this subdivision.
- indicates a subdivision lot line.
- indicates an easement line.
- indicates a building envelope line; coincident with the minimum building setback requirements established for this subdivision, refer to subdivision Declaration of Covenants, Conditions and Restrictions.

= NOTES =

- PARKING ALLOWED, IN ACCORDANCE WITH CONCEPT DEVELOPMENT PLAN, IN ALL AREAS OF LOTS EXCEPT:
  1. PRIVATE COMMON DRIVEWAY RIGHTS-OF-WAY,
  2. THE SOUTH TWENTY FEET OF LOTS 7 AND 8, BEING THE FRONT SETBACK FROM MAPLE WAY.
- BASE BEARING S00°09'30"W ALONG THE EAST LINE OF LOT 1A OF THE MEADOWLARK ADDITION, IDENTICAL WITH A SEGMENT OF THE CENTERLINE OF POWDERHORN LANE.
- PROJECT BENCHMARK IS ELEVATION OF 6146.50' FOR BURY BOLT ON FIRE HYDRANT AT SOUTHWEST CORNER OF PRIVATE COMMON DRIVEWAY.
- LAND USE ACREAGES ARE AS FOLLOWS:

USE:	ACRES	% TOTAL
EASEMENTS	0.61	23%
UNENCUMBERED LOTS	2.04	77%
TOTAL	2.65	100%

= CERTIFICATE OF ACCEPTANCE =

State of Wyoming)
County of Teton) SS
Town of Jackson)

The foregoing subdivision, the STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Town Planning Commission on the 1st day of June, 1994 and at the regular meeting of the Town Council on the 20th day of June, 1994 in accordance with Section 34-12-103 Wyoming Statutes 1977, as amended.

ATTEST: TOWN OF JACKSON PLANNING COMMISSION

Robert Horne, Jr., Secretary — Mark Obringer, Chairman

ATTEST: TOWN OF JACKSON

Roxanne Deihles, Deputy Clerk — Jeff Crabtree, Mayor

William Westbrook, Jr., Town Administrator — Sinclair Buckstaff, Jr., Town Engineer

ACKNOWLEDGEMENT AND ACCEPTANCE OF MORTGAGEE, TAMARACK ENTERPRISES, INC., PROFIT SHARING PLAN AND G. BLAND HOKE, JR. AND ELIZABETH S. HOKE BY SEPARATE AFFIDAVIT.

= CERTIFICATE OF OWNERS =

The undersigned, James B. Stockhouse and Ernest Hilliard Patterson, owners of Lots 2 and 3 of the Simon Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 721, do hereby vacate said Lots in accordance with Chapter 17.20 of the Municipal Code of the Town of Jackson and Sections 34-12-108 through 34-12-110, Wyoming Statutes 1977, as amended, for the purpose of subdividing said Lots into eight differently configured lots;

that in accordance with said Section 34-12-110, said Clerk is respectfully required to write across said Lots on said Plat the word "VACATED";

that said undersigned certify that the lands contained in said Lots have been resubdivided as shown on this plat and that the subdivision is with the free consent and in accordance with the desires of the undersigned owners and proprietors of said lands;

that the name of the foregoing subdivision shall be the STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON;

that the Town of Jackson shall have access to the private on-site sanitary sewer and water systems, including manholes, sewer cleanouts, water valves and meters and shut-off boxes, and the undersigned reserve the right to create easements across the lots of the foregoing subdivision as necessary to provide said access;

that the Town of Jackson is hereby granted a non-exclusive easement in the private common driveway right-of-way shown hereon within said STOCKHOUSE-PATTERSON ADDITION, and in all other driveways and parking areas established within said subdivision for access by police, fire and other emergency vehicles;

that the Town of Jackson shall not be responsible for the extension of sewer and water services to individual lots within the foregoing subdivision;

that a non-exclusive easement in the right-of-way of said private common driveway is hereby granted to each owner of a lot of said STOCKHOUSE-PATTERSON ADDITION for access and underground utilities, but reserving unto the undersigned owners the right to grant unto third parties a non-exclusive right-of-way over, under, across and through said right-of-way;

that each owner of a lot of the foregoing subdivision is also hereby granted the use and benefit of any other driveway, parking and access easements shown on the Neighborhood Master Plan for the Property approved by the Town of Jackson, as amended from time to time in the future; all of the parking areas shown on said Plan may be utilized by said owners and their guests and business invitees;

that non-exclusive easements within the utility easements shown hereon are hereby granted to each owner of a lot of said STOCKHOUSE-PATTERSON ADDITION, and to Lower Valley Power and Light, Inc.; Mountain States Telephone and Telegraph Company; and TCI Cable Vision of Wyoming, Inc. for the underground installation and maintenance of power, telephone, cable television, water and sewer services appurtenant to the foregoing subdivision;

that the Stockhouse/Patterson Addition Owners Association is hereby granted an easement within Lot 7 of the foregoing subdivision, as shown hereon, to construct and maintain an entrance sign for said subdivision, which may be lighted;

that the foregoing subdivision is SUBJECT to that Declaration of Covenants, Conditions and Restrictions of the Lark Addition of record in said Office in Book 137 of Photo on pages 39-44 and to that Declaration of Covenants, Conditions and Restriction of the Stockhouse/Patterson Addition to be recorded in said Office concurrently with this plat;

that all exterior building materials and colors proposed for buildings within the foregoing subdivision are to be reviewed and approved by the Town of Jackson Planning Staff;

that the foregoing subdivision is SUBJECT to any other easements, rights-of-way, covenants, conditions, restrictions, reservations, or encumbrances of sight and/or record;

that the undersigned shall comply with Section 18-15-306 (a) (xii) Wyoming Statutes 1977, as amended, and abandon the surface water rights attached to this subdivision under Permit 1404, the LaPlant Ditch, and eliminate any unadjudicated surface water rights under Permit 4800 Enl., the Enlargement South Park Supply Ditch;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.

ERNEST HILLIARD PATTERSON, a married man

JAMES B. STOCKHOUSE a married man

Ruth E. Patterson, wife of Ernest Hilliard Patterson

Nancy K. Stockhouse, wife of James B. Stockhouse

State of Wyoming) SS
County of Teton)

The foregoing instrument was acknowledged before me by Ernest Hilliard Patterson and Ruth E. Patterson, husband and wife, and James. B. Stockhouse and Nancy K. Stockhouse, husband and wife, this 19th day of September 1994. Ernest Hilliard Patterson and James B. Stockhouse being the owners of the foregoing subdivision. Ruth E. Patterson and Nancy K. Stockhouse joining in solely to relinquish any rights they might have under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

Witness my hand and official seal.

Francesca Pellucci-Rice — Notary Public

My commission expires: November 30, 1996

= CERTIFICATE OF SURVEYOR =

State of Wyoming)
SS
County of Teton)

I, John J. Warren of Jackson, Wyoming hereby certify that this plat was made from notes taken during a survey performed by others under my supervision during December of 1989, January and June of 1990 and April through July of 1994;

that it correctly represents the STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON which is identical with Lots 2 and 3 of the Simon Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 721;

that the foregoing subdivision is located within the Incorporated Limits of the Town of Jackson in the SE1/4 of Section 32, T41N, R116W, 6th P.M., Teton County, Wyoming, and CONTAINS an area of 2.65 acres, more or less;

SUBJECT to any other easements, rights-of-way, reservations, covenants, conditions, restrictions, encumbrances, or agreements of sight and/or record;

that all monuments shown on this plat actually exist and their location is correctly shown;

that said STOCKHOUSE-PATTERSON ADDITION conforms to the Municipal Code of the Town of Jackson and all applicable State laws, and that the traverse of the outer boundary of said subdivision has an error of closure not greater than one in ten thousand.

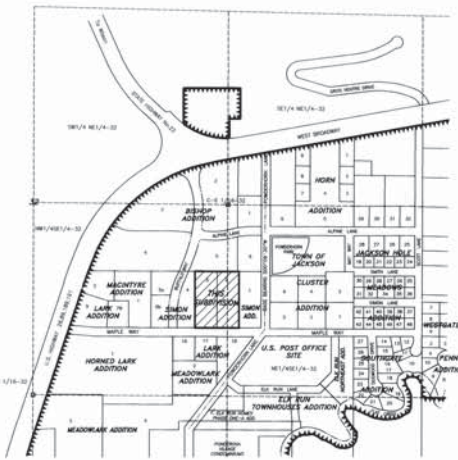
John J. Warren
Wyoming Professional Land Surveyor No. 4530

The foregoing instrument was acknowledged before me by John J. Warren this 19th day of September, 1994.

Witness my hand and official seal.

Francesca Pellucci-Rice — Notary Public

My commission expires: November 30, 1996



VICINITY MAP

SHOWING A PORTION OF THE TOWN OF JACKSON WITHIN S1/2NE1/4 AND THE SE1/4 OF SECTION 32 T41N R116W

- indicates the boundary of the Incorporated Limits of the Town of Jackson
- indicates a Corner Record filed

Scale 1" = 400'

OWNERS AND SUBDIVIDERS:
Ernest Hilliard Patterson
P.O. Box 4175
Jackson, Wyoming 83001
and
James B. Stockhouse
P.O. Box 1122
Jackson, Wyoming 83001

SURVEYOR & ENGINEER:
Jorgensen Engineering & Land Surveying, P.C.
P.O. Box 1142
Jackson, Wyoming 83001

Land Use: Commercial

Zone District: General Commercial

Total Acreage: 2.65 Acres

Total Lots: 8 Lots

Setbacks As Required By Town Ordinance:
Front: 20'
Rear: 15'
Side: 10'
Variance granted to allow setbacks to be coincident with Building Envelopes shown hereon

SUBMITTAL DATE: July 27, 1994

See Affidavit Concerning Veronica Ln
bk 370 pg 258
doc 0482374

STOCKHOUSE-PATTERSON ADDITION TO THE TOWN OF JACKSON

IDENTICAL WITH
LOTS 2 AND 3
OF THE
SIMON ADDITION TO THE TOWN OF JACKSON
AND LOCATED WITHIN THE
SE1/4 SECTION 32 T41N R116W 6TH P.M.
TETON COUNTY, WYOMING

SHEET 1 OF 1

822

Grantor: STOCKHOUSE, JAMES B ET AL
Grantee: THE PUBLIC PLAT 822
Doc 0482374 In BOOK pg 0822 Filed at 3:58 on 10/07/94
T. Jolynn Conner, Teton County Clerk. Fees: 50.00
By CLAIRE E ADAMS Deputy

RESOLUTION NO. 99-03

A RESOLUTION DESIGNATING VERONICA LANE AS A PRIVATE STREET WITHIN THE TOWN OF JACKSON

WHEREAS, the Mayor and Town Council of the Town of Jackson recognize that confusion over the names of streets within the Town of Jackson can be injurious to the conduct of private commerce, can be detrimental to the provision of emergency services, and can be a source of frustration to tourists and residents alike;

WHEREAS, the Mayor and Town Council of the Town of Jackson believe that the way to avoid possible confusion over the names of streets within the Town of Jackson is to officially establish such names;

WHEREAS, on August 3, 1998, the Mayor and Town Council established the names of the public and private streets within the Town of Jackson by virtue of the adoption of Resolution 98-10; and

WHEREAS, Resolution 98-10 contained an error in that it did not designate Veronica Lane as a private street, but, instead, identified it as a public street;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Jackson, in regular session duly assembled, that Veronica Lane is a private street within the Town of Jackson; and

BE IT FURTHER RESOLVED that by adopting this resolution the Town Council respectfully requests the Teton County Clerk to mark the common private driveway, as identified on the final plat for the Stockhouse-Patterson Addition to the Town of Jackson (otherwise known as Plat No. 822, as recorded in the office of the Teton County Clerk), as being Veronica Lane (Private Street).

The undersigned duly qualified and acting Town Clerk of the Town of Jackson certifies that the foregoing is a true and correct copy of a Resolution adopted by the Town Council on the 19th day of January, 1999.

RELEASED
INDEXED
ABSTRACTED
SCANNED

THE TOWN OF JACKSON INCORPORATED ★ SEAL ★ 1914 TETON COUNTY, WYOMING

ATTEST:

Town Clerk

TOWN OF JACKSON, WYOMING

BY: _____
Mayor

Grantor: TOWN OF JACKSON
Grantee: THE PUBLIC
Doc 0482374 bk 370 pg 258-258 Filed at 2:21 on 01/25/99
Sherry L Daigle, Teton County Clerk fees: 0.00
By WENDY R GRALUND Deputy

The foregoing instrument was acknowledged before me by Roxanne D Robinson,

of the Town of Jackson this 20 day of January, 1999.

Witness my hand and official seal.

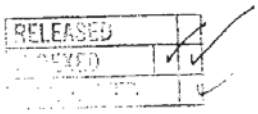
MICHELLE A. WEBER - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Feb. 23, 2002

My Commission Expires

Michelle A. Weber
Notary Public

\\TOJ_NT\D_DRIVE\HOME\SANDY\MYDOCUMENTS\RESOLUTN\STREETNAMES#2.DOC

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
STOCKHOUSE/PATTERSON ADDITION
IN
JACKSON HOLE, WYOMING



Grantor: STOCKHOUSE, JAMES ET AL
Grantee: THE PUBLIC
Doc 384140 bk 296 pg 0887-0899 Filed at 4:11 on 10/07/94
V Jolynn Coonce, Teton County Clerk fees: 30.00
By CLAIRE K ABRAMS Deputy

October 07, 1994

CCR.10(CCR.1)

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Exhibit A -- Property Description

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STOCKHOUSE/PATTERSON ADDITION

October ~~August~~ THIS DECLARATION is made effective as of the 7th day of , 1994, by the undersigned record owners, acting collectively as the Declarant.

RECITALS:

A. The Declarant is the owner of certain real property located in Teton County, Wyoming, which is generally described as the "Stockhouse/Patterson Addition" to the Town of Jackson, and is more particularly described in Exhibit A to this Declaration.

B. The Declarant is adopting these covenants, conditions and restrictions to protect the character and value of the Property for the benefit of all existing and future owners of the Property.

C. The Property is hereby made subject to the covenants and liens set forth in this Declaration, all of which shall be enforceable equitable servitudes and shall run with the land.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be used and occupied subject to the provisions of this Declaration for the purpose of protecting the value and desirability of the Property, and which shall be construed as covenants of equitable servitude which shall run with the land and be binding on all parties having any right, title or interest in any part of the Property, and their heirs, successors and assigns.

ARTICLE I

RESTRICTIONS

Section 1. Town Requirements. Each Commercial Lot shall be utilized in a manner consistent with all applicable Town of Jackson ordinances, rules and regulations.

Section 2. Parking, Roadways and Storage. With respect to driveways and parking areas, the Association shall have full power and authority to enforce (a) the prohibition against the parking and storage of any motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, snowmobiles, trailers and other similar vehicles and equipment, (b) the prohibition against tenants, (c) the landscaping requirements of the Town, and (d) to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations. Snow storage may not unreasonably impede access, parking or visibility.

Section 3. Certain Additional Restrictions. The following additional restrictions are applicable to Commercial Lots. Each reference to "Owners" includes their tenants and invitees.

a. Keeping Outside Areas Clean and Sightly. The Owners shall not store anything outside on the Property except in a

facility specifically designated or approved by the Association for their storage. All Owners shall keep their Lots in a reasonably clean and sightly condition, except for reasonable activities permitted by the Association during the construction of an improvement. Any tires, lawnmowers, garden equipment and other similar items should be appropriately screened from the public view when not in use. Refuse, garbage and trash shall be kept at all times in covered containers, and such covered containers shall be screened from view other than at specified regular time periods for garbage pick-up.

b. No Fireworks. The discharge of firearms, firecrackers or fireworks is forbidden.

c. Signs. Without prior written consent of the Association, which consent will not be unreasonably withheld, Owners shall not permit any sign of any kind to be displayed to the public view from their Commercial Lot.

d. Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Commercial Lot. No light shall be emitted or reflected from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises, or noxious or offensive odors, shall be emitted from any Commercial Lot.

e. Architectural Control. No building, fence, wall, driveway, excavation or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the exterior materials shall have been submitted to and approved in writing by the Association, for approval as to harmony of external design in relationship to the quality and appearance of the Property. The Association shall review all plans and specifications for substantial compliance to the design criteria, to-wit:

1. Architecture.

- Theme. The general architectural theme shall be contemporary western as characterized by numerous structures in Jackson and Teton County.

- Materials. All exterior materials shall be of stone and natural wood. Processed wood products, such as T-111, are not acceptable as primary siding materials.

- Windows. The generous use of windows is encouraged. Wood casements and frames are preferable. Metal window frames must be painted or anodized in non-reflective, warm earth tones.

- Roofs. Pitched roofs are encouraged. Materials may be shakes or architectural grade asphalt shingles or equivalent. Standing seam metal roofs are permitted, provided they are finished in non-reflective, warm earth tones. Flat roofs are permitted, provided parapet walls meet the criteria as set forth herein.

- Elements. Architectural elements should be selected to reinforce the general theme and to present a structure of modest scale. Porches (including wrap-around porches), decks, and balconies are encouraged. Dormers and bay windows are encouraged to add variety and to mitigate structural mass. Large expanses of blank walls are unacceptable.

2. Site Design.

- Standards. Floor area ratios (FAR), lot coverage, landscape ratios (LSR), parking ratios, and setbacks should approximate those indicated on the approved Concept Development Plan, dated May 25, 1994, a photo copy of which is attached hereto as Exhibit "B".

- Parking and Access. The development concept of the Stockhouse/Patterson Addition is based upon shared parking and access among lots. Shared driveways from Veronica Lane are encouraged. No parking shall be served directly from Veronica Lane.

- Drainage and Snow Storage. On-site drainage must conform to the approved master drainage plan for the Stockhouse/Patterson Addition. Any on-site retention areas and other landscaped areas are encouraged to be used for snow storage.

3. Landscaping.

- Theme. Landscaping shall be generally informal in order to complement the architectural theme. Formal arrangements of plant materials in rows and patterns with uniform spacing is discouraged.

- Materials. Native plant materials and other materials suitable for Zones 2 and 3 are preferred. Spruce, lodge pole, cottonwood, aspen, and willows are preferred to slower growing hardwoods. Shrubs should be hardy species such as potentilla and arctic willow.

- Placement. Specimen trees should be located to complement buildings by softening structural mass. Filtered views of buildings and grounds are desirable. Total screening is not an objective of landscaping in the Stockhouse/Patterson Addition. Shrubs for car-height screening should be placed around parking areas. Parking lots should be kept relatively small such that landscape islands are unnecessary.

While it is understood that each and every individual criterium set forth above is not mandatory, failure to comply generally with these criteria may be grounds for denial of plans and specifications by the Association.

f. Compliance with Rules and Regulations. Owners shall not violate any rules and regulations adopted by the Association and furnished in writing to the Owners. Fines and other

penalties for violations thereof may be imposed and enforced (by special assessment or otherwise) by the Association for violations of such rules and regulations, and it is expressly understood that Owners may be held responsible for acts of their tenants and invitees.

g. Provisions in Addition to Town Land Use Regulations. Conformity with any and all applicable land use regulations of the Town of Jackson shall be required, in addition to the requirements of these covenants. In cases of any conflict, the more stringent requirements shall govern.

h. Construction. All construction shall be completed within one year from the commencement date of construction, unless the Association in its discretion approves an extension for good cause, not to exceed ten months in length. All construction work shall be subject to full regulation at all times by the Association, as to access to the site, site and work conditions (including temporary structures, hours of operations, cleanliness and other matters), and scheduling of construction work.

i. Easements. The Owners hereby grant to one another the driveway, parking and access easements shown on the Neighborhood Master Plan for the Property approved by the Town of Jackson, as amended from time to time in the future. All of the parking areas shown on said Plan may be utilized by the Owners and their guests and business invitees -- the parking spaces are available on a "fungible" basis.

j. Utilities. Connections from Lots to the underground utility lines shall be completed at the applicable Lot Owners' expense, and shall be underground. Water and sewer will be furnished by the Town of Jackson, and the applicable owner will be required to pay hook-up fees to the Town. The maintenance of the common private water and sanitary sewer infrastructure, including but not limited to private mains and the on-site sanitary sewer lift station, shall be the responsibility of the Association as a whole.

k. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Commercial Lot, except during construction as authorized by the Association.

l. Maintenance Fund; Parking. In order to provide a permanent fund to maintain and repair the private common driveway (Veronica Lane) shown on the said Neighborhood Master Plan and the water and sewer systems as shown on the recorded Plat, each Owner shall pay annually to the Association a pro rata share (one share per Lot) of such expenses, said sum to be placed in an account and to be used exclusively for such purposes. The maintenance fund assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each Owner will be responsible for the construction and upkeep of the parking facilities on their own Lots and their own access driveways off Veronica Lane, and to provide sufficient parking on their own Lots required for the construction of improvements thereon.

Section 4. Definitions.

"Association" shall mean **STOCKHOUSE/PATTERSON ADDITION OWNERS ASSOCIATION**, a Wyoming non-profit association, and its successors and assigns. The Association may be incorporated in the future at the option of the Declarant.

"Property" shall mean the real property located in Teton County, Wyoming which is described in Exhibit A to this Declaration, together with improvements thereon. The Property has been subdivided into eight (8) separate Commercial Lots.

"Owner" or "Ownership" shall mean the record owner, whether one or more persons and/or entities, of a fee simple title to each Commercial Lot, including contract buyers of record but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is a part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the ownership of such Lot for purposes of giving notices, voting and other matters.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Commercial Lot, and Ownership of a Commercial Lot shall be the sole qualification for membership. Each Ownership shall constitute one Member.

Section 2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: there shall be one (1) vote allowed for each Commercial Lot. If an Owner includes more than one person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Association as to the authority conferred upon one or more Owners or other representatives shall be conclusive and binding.

Section 3. Association. (a) The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Board, consisting of up to three (3) natural persons who are not required to be Owners and shall not be required to be residents of the State of Wyoming. The initial Board shall consist of James Stockhouse and Ernie Patterson.

(b) At each annual meeting of the Association, the Association shall elect members to fill any vacancies on the Association.

(c) Each Member of the Board shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are elected, or until their earlier death, resignation, or removal. Any member of the Board may resign at any time by giving written notice to the Association. Any member of the Board may be removed from membership on the Board by a two-thirds majority vote of a quorum of the Association. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining members of the Board

shall appoint a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

(d) The members of the Board shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Board may be employed by the Association in another capacity and receive compensation for such employment.

(e) The Board, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall be entitled to enforce the provisions of the Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The Association shall have the powers, duties, and responsibilities with respect to the Property as contained in the other provisions of this Declaration.

(f) Regular annual or special meetings of the Association shall be held as all members of the Board shall determine. A simple majority of the members of the Association shall constitute a quorum, and if a quorum is present, the decision of a majority of the entire Association shall be binding. The Board shall appoint any officers of the Association.

(g) Regular meetings of the Board may be held without call or notice. For a special meeting, at least 10 days prior notice shall be given to all Board members.

(h) Any member of the Board may, at any time, waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Board at a meeting shall constitute a waiver of notice of such meeting except when a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board attend a meeting, no notice shall be required and any business may be transacted at such meeting. Any meeting of the Board may be conducted by conference telephone call or other similar means.

(i) The fiscal year of the Association shall end on December 31 of each year, or as otherwise determined by the Association.

Section 4. Officers. The officers of the Association may consist of a president, a secretary and a treasurer. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the Owners vote otherwise.

Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Association then serving.

Section 5. Other Matters. The Association may adopt by-laws containing more detailed provisions governing its internal affairs.

Section 6. Legal Status. The sole legal entity created hereunder is the Association.

Section 7. Management. The management and maintenance of the property and the business, property and affairs of the Association shall be managed by the Association as provided in this Declaration.

Section 8. Limited Liability. Members of the Association and their officers: (1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; and (4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE III

ENFORCEMENT

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations issued by the Association. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by the Act, other statutes or common law, maintainable by the Association or by an aggrieved Owner. Any violation of the provisions of the Declaration is declared to be and shall constitute a nuisance and may be abated by the Association or any aggrieved Owner. Such remedy shall be deemed cumulative and not exclusive of others. The Association and any aggrieved Owner shall be entitled to payment of all reasonable attorneys fees incurred by the Association or such Owner in enforcing this Declaration, payable by the Owner in violation of this Declaration. The board is entitled to file a lien against an individual Lot for non-payment of fees and charges hereunder. Liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any ownership interest in the applicable Lot. The failure of the Association or an Owner to insist, in one or more instances, upon the strict performance of any of the terms of this Declaration, shall not be construed as a waiver or a relinquishment.

ARTICLE IV

AMENDMENTS

The provisions of this Declaration may be amended by the written consent of those holding at least two-thirds (2/3) of the votes of the Lot Owners. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board. In such instrument the Board shall certify that the vote required hereby for amendment has been duly obtained.

ARTICLE V

GENERAL PROVISIONS

Section 1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Section 2. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming.

ARTICLE VI

EFFECTIVE DATE

This Declaration shall take effect when recorded with the Clerk of Teton County, Wyoming.

IN WITNESS WHEREOF, the undersigned record owners acting as the Declarant have duly executed and delivered this instrument. The undersigned spouses of Declarants hereby join in the execution and delivery of this instrument for purposes of waiving and releasing any rights to the Property for purposes of the homestead exemption laws of the State of Wyoming.

Declarants:

James Stockhouse

Ernie Patterson

Spouses:

Nancy Stockhouse

Ruth Patterson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Declaration was acknowledged before me by **James Stockhouse** and **Nancy Stockhouse** this 30 day of September, 1994.

WITNESS my hand and official seal.

Patricia G. Trim-Gould
Notary Public

(seal)
My commission expires:

PATRICIA G. TRIM-GOULD - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Oct. 17, 1995

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Declaration was acknowledged before me by **Ernie Patterson** and **Ruth Patterson** this 30 day of September, 1994.

WITNESS my hand and official seal.

PATRICIA G. TRIM-GOULD - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Oct. 17, 1995

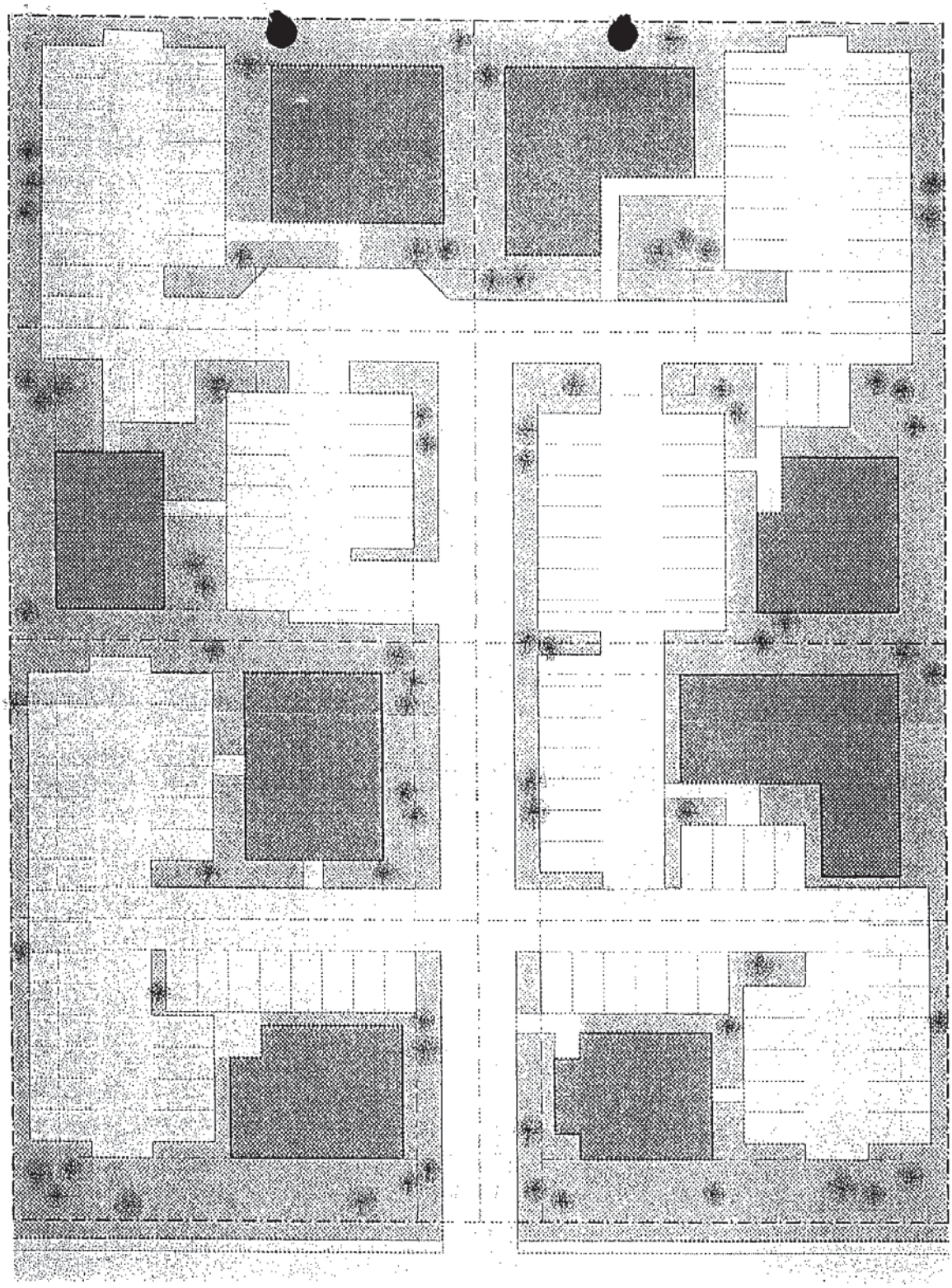
Patricia G. Trim-Gould
Notary Public

My commission expires:

Oct. 17, 1995

EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STOCKHOUSE/PATTERSON ADDITION

Stockhouse/Patterson Addition to the Town of Jackson, Wyoming, according to Plat No. 822 recorded with the Clerk of Teton County, Wyoming.



MAPLE WAY

EXHIBIT B

CONCEPT DEVELOPMENT PLAN

PROPOSED SUBDIVISION – LOTS 2 & 3 SIMON ADDITION

1" = 40'

BRUCE HAWTIN, ARCHITECT

25 MAY 1994

THIS PLAN IS INTENDED TO SHOW THE RANGE OF OPTIONS FOR EACH LOT. GENERAL ASSUMPTIONS WERE MADE FOR EACH LOT, THESE ASSUMPTIONS PRODUCE THE FOLLOWING RANGES:

- BUILDING FOOTPRINTS RANGE FROM 1,870 TO 3,200 SQ. FT.
- BUILDINGS ARE BOTH ONE AND TWO STORY.
- GROSS BUILDING SIZES RANGE FROM 1,870 TO 4,420 SQ. FT.
- F.A.R. RANGE FROM .13 TO .31
- L.S.R. RANGE FROM .28 TO .38
- PARKING SPACES RANGE FROM 12 TO 19

SECTION 7 – APPLICATION MATERIALS

- **7.1 - Sketch Plan, Conditional Use Permit, and Zoning Map Amendment Application**
- **7.2 - Preapplication Conference Checklist**
- **7.3 - Deeds & Letter of Authorization**

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PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Central Wyoming College

Physical Address: 235 & 255 Veronica Lane

Lot, Subdivision: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION PIDN: 22-41-32-4-29-003 & 22-42-16-32-4-29-006

OWNER.

Name: Central Wyoming College Phone:

Mailing Address: 2660 Peck Ave, Riverton, WY ZIP: 82501

E-mail:

APPLICANT/AGENT.

Name: Jorgensen Associates, P.C. Phone: 307-733-5150

Mailing Address: P.O. Box 9550 ZIP: 83002

E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

_____Owner X Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____Basic Use

X Conditional Use

_____Special Use

Physical Development

X Sketch Plan

_____Development Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Development Option/Subdivision

_____Development Option Plan

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Amendments to the LDRs

_____LDR Text Amendment

X Zoning Map Amendment

_____Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P17-134

Environmental Analysis #: _____

Original Permit #: _____

Date of Neighborhood Meeting: February 15, 2018

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

X **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

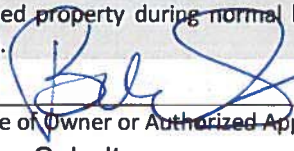
FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent

February 16, 2018
Date

Brendan Schulte
Name Printed

Senior Planner
Title

PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-o440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P17-134

Date of Conference: 9/19/17

Planning Staff: Paul Anthony

PROJECT.

Name/Description: Central Wyoming College new campus

Physical Address: 235/255 Veronica Lane

Lot, Subdivision: Stockhouse-Patterson PIDN:

Zoning District(s): AC

Overlay(s): None

STAKEHOLDERS.

Applicant: Jorgensen Assocaites, P.C.

Owner: Central Wyoming College

Agent: Brendan Schulte

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
Rezone from AC to P/SP	To allow desired use and flexible dimensional standards	$1,500
Conditional Use Permit (CUP)	All uses in P/SP require CUP (assuming rezone to P/SP)	$500
Sketch Plan	If development is greater than 15,000 sf	$2,500
Development Plan	Required with or without Sketch Plan approval	$2,500

MEETING ATTENDEES:

Name	Company	Phone/Email
Brendan Schulte/Ron levy	Jorgensen Assocaites, P.C.	307-733-5150

Paul Anthony	Town of Jackson	307-733-0440

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Rezone from AC to P/SP	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation
Conditional Use Permit (CUP)	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation
Sketch Plan	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation
Development Plan	Within 14 days	Town Council	PC hearing within 90 days of sufficiency TC hearing within 60 days of PC recommendation

Submittal Checklist Key

√ ***Required****. Applicant must demonstrate compliance with this requirement.*

N/A ***Not Applicable****. Review requirement is not applicable to this project.*

General Information

Requirement		Notes
√	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
√	**Notarized Letter of Authorization.** See "Permit and Applications" section on Planning Department website for copy of form.	
√	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	*Applicant may want to apply to Coucil for a fee waiver for all development application fees*
√	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	
√	**Mailed Notice fee.** See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	
√	**Digital Format.** All applications submitted to the Town of Jackson Planning Department must be submitted in digital format.	

√	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.
N/A	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.
√	**Narrative description of the proposed development.** Describe in detail the existing condition of the property and the proposed proposed development, use, or subdivision for which you are seeking approval.
√	**Findings for approval.** Include in your narrative a response to the findings for approval found in LDR Div 8.5, as applicable.
√	**Proposed Development Program** Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.). An example is found in the Administrative Manual.
√	**Site Plan.** Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.
√	**Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.
√	**Neighborhood Meeting Summary.** See Section 8.2.3 for Neighborhood Meeting requirements.
√	**Posted Notice.** See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone: AC and/or P/SP

Applicable LDR Section: Sec. 2.3.5 or Sec. 4.2.1

PHYSICAL DEVELOPMENT. *Please see Subsection B in applicable Zone District for specific standards.*

	Requirement	**Notes**
√	**Structure Location and Mass** (setbacks, height, FAR, etc.)	
√	**Maximum Scale of Development** (individual building size)	15,000 sf in AC, no limit in P/SP
√	**Design Review** (Design Guidelines and Design Review Committee)	
√	**Site Development** (driveway and access limits)	
√	**Landscaping** (see Div. 5.5 for more information)	
√	**Fencing** (see Sec. 5.1.2 for more information)	

N/A	**Environmental Standards (see Div. 5.1 and 5.2 for more information)**	
	• Natural Resource Buffers • Irrigation Ditch Setback • Wild Animal Feeding • Natural Resource Overlay Standards • Bear Conflict Area Standards	
√	**Scenic Standards (see Div. 5.3 for more information)**	Lighting standards only
	• Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
√	**Natural Hazards to Avoid (see Div. 5.4 for more information)**	
	• Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	
√	**Signs (see Div. 5.6 for more information)**	
√	**Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)**	
	• Grading • Erosion Control • Stormwater Management	

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement		Notes
√	**Allowed Uses** (see Div. 6.1 for more information)	
√	**Parking** (see Div. 6.2 for more information)	
N/A	**Employee Housing** (see Div. 6.3 for more information)	Institutional uses exempt under 6.3.1.E
√	**Maximum Scale of Use**	
√	**Operational Standards (see Div. 6.4 for more information)**	
	• Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement		Notes
√	**Allowed Subdivision and Development Options** (see Div. 7.1 and 7.2 for more information)	
N/A	**Residential Subdivision Requirements** (see Div. 7.4 and 7.5 for more information) • Affordable Housing • School and Parks Exactions	
√	**Infrastructure (see Div. 7.6 and 7.7 for more information)** • Transportation Facilities • Required Utilities	

OTHER APPLICABLE LDR STANDARDS

Requirement		Notes:
N/A	**Division 1.9, Nonconformities** **1.9.2** Nonconforming Physical Development **1.9.3** Nonconforming Uses **1.9.4** Nonconforming Development Options and Subdivisions **1.9.5** Nonconforming Signs	
N/A	**Division 7.3, Open Space Standards** **7.3.3** Configuration and Location of Required Open Space **7.3.4** Use of Open Space **7.3.5** Physical Development Permitted in Open Space **7.3.6** Record of Restriction **7.3.7** Ownership of Open Space	

ADDITIONAL COMMENTS

•

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

	Agency	Required for:
√	Building Official	
√	Town Attorney	
√	Town Engineer	
	Title Company	
	County Surveyor	
√	Fire Marshal	
√	Housing Authority	
	Integrated Solid Waste & Recycling	

_____	National Park Service
v	Parks and Recreation Department
v	Pathways Coordinator
_____	Public and Environmental Health
v	Police Department
_____	Teton Conservation District
_____	Teton County School District
_____	Teton County (required when subdividing land within one mile of the Town of Jackson)
_____	U.S. Forest Service (if adjacent to or accessing through forest service lands)
_____	Weed & Pest
_____	Wyoming Department of Game & Fish
_____	Other

WARRANTY DEED

First American Title Insurance Company

Scott Kirkpatrick and Carrie F. Kirkpatrick, husband and wife, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantors, CONVEY and WARRANT to Fremont County Community College District dba Central Wyoming College, GRANTEE, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 3 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming according to that plat filed in the office of the Teton County Clerk on October 7, 1994 as Plat No. 822.

PIN: 22-41-16-32-4-29-003

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS our hands this 5 day of July, 2017.

Scott Kirkpatrick

Carrie F. Kirkpatrick

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 5th day of July, 2017 by Scott Kirkpatrick and Carrie F. Kirkpatrick.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

JEREMY J. GOSINSKI - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires October 30, 2018

GRANTOR: KIRKPATRICK, SCOTT ET UX
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE*
Doc 0931149 Filed At 12:15 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

3

RELEASED	
INDEXED	✓
ABSTRACTED	
SCANNED	

WARRANTY DEED

Minichristel II LLC, a Wyoming limited liability company, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, as an Internal Revenue Code Section 1031 tax deferred exchange, CONVEYS AND WARRANTS unto **Fremont County Community College dba Central Wyoming College,** whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

> **Lot 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 822 recorded in the Office of the Teton County Clerk on October 7, 1994,**
>
> including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and all furnishings and appliances therein, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, rights-of-way, easements and other encumbrances of sight or record.
>
> *Parcel Identification No. 22-41-16-32-4-29-006,*

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the 29th day of June, 2017.

Minichristel II LLC
A Wyoming limited liability company

By: _____
John Michael Cottingham, Manager

By: Helen M. Cottingham
Helen M. Cottingham, Manager

First American Title Insurance Company

1

GRANTOR: MINICHRISTEL II LLC
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE DBA'
Doc 0931170 Filed At 14:16 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary D Antrobus Deputy

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 29 day of June, 2017 before me personally came **John Michael Cottingham** and **Helen M. Cottingham,** to me known, who, being by me duly sworn, did depose and say that they are the Managers of **Minichristel II LLC**, a Wyoming limited liability company described in the foregoing instrument and who executed the foregoing instrument, and that they signed their names thereto on behalf of said Company, and acknowledged that this instrument is duly executed as the free act and deed of said Company.

WITNESS my hand and official seal.

JEREMY J. GOSINSKI - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires October 30, 2018

Notary Public

(Seal)
My commission expires:

LETTER OF AUTHORIZATION

CENTRAL WYOMING COLLEGE DISTRICT ,"Owner" whose address is: _____

2660 PECK AVENUE RIVERTON, WYOMING 82501

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

CENTRAL WYOMING COLLEGE DISTRICT , as the owner of property more specifically legally described as: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C. **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:

Dennis Egge _____

(SIGNATURE) (SIGNATURE OF CO-OWNER)

***Title*:** State of Wyoming, Construction Management Dept. CWC assigned Project Manager

(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 _____, 200__.

WITNESS my hand and official seal.

(Seal)

_____

(Notary Public)

My commission expires:

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-248:** ENCROACHMENT AGREEMENT WITH OVERDYKE REVOCABLE TRUST FOR THE PROPERTY LOCATED AT 2128 HIDDEN RANCH LANE.

APPLICANT: OVERDYKE REVOCABLE TRUST

STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner Overdyke Revocable Trust to allow an existing driveway to be regraded and to encroach 25' and a retaining wall to encroach 6' into a Town right-of-way at 2128 Hidden Ranch Lane.

This item was continued from the September 17, 2018 Town Council meeting because Council wanted a better understanding of what the existing conditions looked like where the encroachment is proposed. Staff has added pictures showing the existing site conditions to this report.

LOCATION

Overdyke Revocable Trust is the owner of property described as 2128 Hidden Ranch Lane, legally described as LOT 6, HIDDEN RANCH ADDITION. An aerial image is included on the following page.

BACKGROUND

Hidden Ranch Lane ends in a T-turnaround and splits into driveways serving Lots 4, 5, and 6. In 2001, the Town approved an Encroachment Agreement for then owners of Lot 6, 2128 Hidden Ranch Lane for the existing driveway improvements which include a retaining wall between the driveway of neighboring Lot 5 extending six feet into the right-of-way and a private driveway that extends eight feet beyond the northerly property line and into the public right-of-way. The existing driveway has an upwards slope of 25-30% and varies in width from 11-14’ as it climbs towards the residence. The applicant states that the existing steep grade and width changes create a driveway that is difficult to drive and maintain, especially in winter. Additionally, the applicant maintains that the steep grade causes storm water to accumulate at the base of the driveway.

EXISTING CONDITIONS

REQUEST

The applicant is requesting a new Encroachment Agreement for a driveway that extends 25’ into the right-of-way on Hidden Ranch Lane as well as a retaining wall that extends 6’ into the right-of-way on Hidden Ranch Lane. The applicant is also requesting to install a snow melt system similar to the existing driveway.

The applicant is proposing to regrade the driveway over a 40’ stretch south of the property line and onto the right-of-way at street level. Existing grades are proposed to be reduced from 25-30% to 20% and the drive aisle width expanded to a consistent 13’. This will result in the driveway extending an additional 15’ further than the existing driveway into Hidden Ranch Lane, resulting in a total 25’ driveway encroachment into the right-of-way. The applicant will also replace the existing concrete retaining wall more or less in the same location and dimensions as it currently exists. The applicant’s Project Engineer states that due to the presence of collapsible soils in the hillside and the desire to prevent additional infiltration, the low point of the gutter existing at the northeast corner of the driveway will remain.

The Town Engineer has reviewed this request and is supportive of the agreement. Typically, snow melt systems are not allowed within the right of way. However, given the steepness of the driveway the Town Engineer supports the snow melt encroachment on the condition that the applicant is solely responsible for the cost of replacing, repairing, or maintaining the system throughout the course of the Town’s municipal business. The Town Engineering staff and Streets Manager met on site to see the proposed encroachment as surveyed onsite. During this visit a FedEx delivery van and garbage truck turned around without any issues from the proposed encroachment.

ATTACHMENTS

Applicant Submittal
Department Reviews

FISCAL IMPACT

None.

STAFF IMPACT

The Town Attorney would finalize an Encroachment Agreement upon direction by Town Council.

LEGAL REVIEW

Complete.

RECOMMENDATION

The Planning Director provides no recommendation on this request.

SUGGESTED MOTION

I move to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owner Overdyke Revocable Trust to allow a driveway with snow melt system which encroaches 25’ and a retaining wall which encroaches 6’ into a Town right-of-way subject to final review and approval by the Town Attorney and the following condition:

1. The applicant is solely responsible for the cost of replacing, repairing, or maintaining the snow melt system throughout the course of the Town’s municipal business.

ENCROACHMENT AGREEMENT APPLICATION

Planning & Building Department
Planning Division

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

ph: (307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

OWNER OF PROPERTY:

Name: **Overdyke Revocable Trust** Phone: **307.214.1275**

Mailing Address: **P.O. Box 12953 Jackson, WY** ZIP: **83002**

E-mail: **jcoverdyke@hollandandhart.com**

APPLICANT/AGENT:

Name: **N/A** Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT:

Owner **X** Applicant/Agent_____

PROPERTY:

Physical Address of Property: **2128 Hidden Ranch Lane**

Lot, Subdivision: **Lot 6, Hidden Ranch Addition**

PIDN: **22-40-16-05-2-04-006**

Description of Public Right-of Way: **Hidden Ranch Lane (Public Street)**

SUBMITTAL REQUIREMENTS. Three (3) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department. 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.

Have you attached the following?

N/A **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

10/29/15

N/A **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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

_____ **Narrative Description of the Request.** Provide a detailed narrative description explaining the use of the noted public right-of-way.

_____ **Exhibit.** Provide an exhibit (picture, drawings, maps, plans) of the use of the noted public right-of-way including dimensions of requested encroachment.

FORMAT:

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions.

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. 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 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 the Town of Jackson to enter upon the abovementioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Owner or Authorized Applicant/Agent

7.25.18
Date

Jere C. Overdyke, III
Name Printed

owner
Title

COSTEEN

OVERDYKE

OVERDYKE GARAGE

OVERDYKE RESIDENCE

EXISTING CONCRETE DRIVEWAY

CONSTRUCTION STAGING AREA

LIMIT OF GRADING / DISTURBANCE

REMOVE EXISTING LANDSCAPING
AND VEGETATION ON HILLSIDE
REVEGETATE AND REPLACE LANDSCAPING
AT CONCLUSION OF GRADING AND DRIVEWAY WORK

REPLACE CURB AND GUTTER
TO ROAD-DRIVEWAY TRANSITION

SAW CUT EXISTING CONCRETE

SAW CUT AND REMOVE EXISTING
CURB AND GUTTER AT JOINT
TIE NEW CURB TO EXISTING

13.0' CONCRETE
DRIVEWAY

RAISE RIM OF EXISTING MANHOLE
PER DETAIL

SNOW MELTED CONCRETE DRIVEWAY
SLAB

SAW CUT EXISTING CONCRETE WALL
REMOVE WALL BELOW SAW CUT
REPLACE WITH NEW CONCRETE WALL PER DETAIL

HIDDEN RANCH LANE

CONSTRUCTION STAGING AREA

SAW CUT ASPHALT

SILT FENCE

GOLDSTEIN / SPARKS

6185.18
6184.21
6185.72
6182.85
6181.98
6185
6185.20
6180
6175.41
6173.78
6174.19
6175
6176.16
6175.74
6174.97
6174.14
6173.88
6173.91
-20.0%
-3.3%
-22.9%

JORGENSEN
PINEDALE, WYOMING
307.367.6548
www.jorgeng.com

PROJECT TITLE:
OVERDYKE DRIVEWAY
2128 HIDDEN RANCH LANE
JACKSON, WYOMING 83002

SHEET TITLE:
PROPOSED CONDITIONS

DRAFTED BY:	JL
REVIEWED BY:	TK
PLAN VERSION	DATE
GEC PERMIT	7.26.2018

PROJECT NUMBER
17130.00

SHEET
C2.1

SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

0 5 10 15

Ver. 18.0 Plotted by: jlowell on Jul 25, 2018 - 5:29pm

P:\2017\17130 - Overdyke 10_Civil\CAD\Design\17130_OVERDYKE_GEC.dwg

Plotted by jlovett on Aug 31, 2018 - 1:14pm
Ver. 18.0

COSTEEN

OVERDYKE

OVERDYKE GARAGE

OVERDYKE RESIDENCE

LIMIT OF GRADING / DISTURBANCE

REMOVE EXISTING LANDSCAPING
AND VEGETATION ON HILLSIDE
REVEGETATE AND REPLACE LANDSCAPING
AT CONCLUSION OF GRADING AND DRIVEWAY WORK

REPLACE CURB AND GUTTER
TO ROAD-DRIVEWAY TRANSITION

SAW CUT AND REMOVE EXISTING
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TIE NEW CURB TO EXISTING

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RAISE RIM OF EXISTING MANHOLE
PER DETAIL

SNOW MELTED CONCRETE DRIVEWAY
SLAB

EXISTING CONCRETE DRIVEWAY

CONSTRUCTION STAGING AREA

SAW CUT EXISTING CONCRETE

SAW CUT EXISTING CONCRETE WALL
REMOVE WALL BELOW SAW CUT
REPLACE WITH NEW CONCRETE WALL PER DETAIL

HIDDEN RANCH LANE

CONSTRUCTION STAGING AREA

SAW CUT ASPHALT

Proposed
Encroachment Area

SILT FENCE

GOLDSTEIN / SPARKS

6172.78 6175.41 6174.19 6174.97 6175.74 6176.16 6174.14 6173.88 6173.31 6181.80 6182.85 6184.21 6185.18 6185.72 6185.20

-20.0% -3.3% -2.0%

24' 14' 7' 9'

0 5 10 15
SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

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307.367.6548
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PROJECT TITLE:
OVERDYKE DRIVEWAY
2128 HIDDEN RANCH LANE
JACKSON, WYOMING 83002

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GEC PERMIT	7.26.2018

PROJECT NUMBER
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SHEET
C2.1

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JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 203
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

LETTER OF TRANSMITTAL

TO:

DATE	PROJECT NO.
2018.7.26	17130
ATTENTION: Town of Jackson Planning: Tyler Sinclair	
RE: Overdyke, 2128 Hidden Ranch Lane Encroachment Agreement Application	

ORIGINALS	COPIES	DATE	NO.	DESCRIPTION
	3	2018.7.26		Encroachment Agreement Application
	3	2018.7.26		Encroachment Agreement Narrative
	3	2001.10.29		Existing Encroachment Agreement
	3	2018.7.26		Proposed Conditions Exhibit

THESE ARE TRANSMITTED as checked below:

☐ For approval	☐ Approved as submitted	☐ For review and comment
☒ For your use	☐ Approved as noted	☐ Other
☐ As requested	☐ Returned for corrections	☐ For archiving
☐ FOR BIDS DUE _____	☐ PRINTS RETURNED AFTER LOAN TO US	

REMARKS

Dear Mr. Sinclair,

Attached please find an Encroachment Agreement Application and supporting material for the above referenced project. The encroachment is intended to support proposed grading changes to the Overdyke Driveway located at the end of Hidden Ranch Lane (in the road lot owned by the Town).

Sincerely,
JORGENSEN ASSOCIATES, PC

Joseph Lovett, P.E.
Project Engineer

If enclosures are not as noted, kindly notify us at once

COPY TO_____ SIGNED: Joseph M Lovett

P:\2017\17130 - Overdyke\10-Civil\Docs\17130_ENCROACHMENT_LoT.docx

ENCROACHMENT AGREEMENT

THIS AGREEMENT dated this 24th day of October, 2001, by and between Hollinshead T. Knight of 2128 Hidden Ranch Lane Jackson, WY, hereinafter collectively referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as "the Town", provided as follows:

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

Lot 6, Hidden Ranch Addition 22-40-16-05-2-04-006

WHEREAS, the Town is the owner of that certain public right-of-way known as Hidden Ranch Lane, which public right-of-way adjoins Encroaching Party's property.

WHEREAS, there is constructed, improvements within the above-referenced public right-of-way described as follows:

A private driveway which extends approximate eight (8) feet beyond the northerly property line and into the public way as it abuts the southerly right-of-way boundary of Hidden Ranch Lane.

WHEREAS, Encroaching party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachment and has agreed to accept all responsibility associated with the maintenance and liabilities of the trees located within the encroaching area.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, encroaching Party and the Town do mutually covenant and agree as follows:

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

1. CONVEYANCE AND QUITCLAIM:

Encroaching Party conveys and quitclaims to the Town all right, title, and interest now owned or hereinafter acquired in and to the afore-referenced public right-of-way.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The town agrees that Encroaching Party shall have the right to have the improvements overlap and extend beyond the boundary line of the Town right-of-way and to encroach and rest on the Town right-of-way to the same extent and in the same manner as the improvements now overlap and encroach on such property.

Grantor: KNIGHT, HOLLINSHEAD T ET AL
Grantee: KNIGHT, HOLLINSHEAD T ET AL
Doc 0555002 bk 438 pg 859-861 Filed at 3:41 on 10/31/01
Sherry L Daigle, Teton County Clerk fees: 10.00
By JULIE A HODGES Deputy

3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the improvements above, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns.

4. INDEMNIFICATION:

Encroaching Party hereby agrees to indemnify and hold harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair, or replacement activities associated with the Town right-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way which may arise due to the proximity of the encroaching improvements to the work activity being conducted.

5. BINDING COVENANT:

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

6. TERM OF AGREEMENT:

This instrument and all the covenants contained herein shall remain in force and effect until such time as the Town removes the encroaching improvements. Removal of encroaching improvements shall be based on legitimate municipal interest, including but not limited to, removal of existing trees due to safety concerns and the Towns need to use additional right-of-way. Notice of removal shall state the timeframe within which the improvements shall be removed, and said timeframe shall not be less than two months. Upon extension, removal, or destruction of the encroaching improvements, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

TOWN OF JACKSON

Jeanne Jackson
Jeanne Jackson, Mayor

ATTEST:

Roxanne D. Robinson, Deputy Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONTENTS:

Shawn P. O'Malley

Town Engineer

STATE OF WYOMING

) ss.

COUNTY OF TETON

The foregoing instrument was acknowledged before me by Jeanne Jackson and Roxanne DeVries Robinson, as Mayor and Deputy Town Clerk, respectively, of the Town of Jackson this 31st day of October, 2001. Shawn P. O'Malley, Dan Hesse,

Witness my hand and official seal.

Notary Public

My commission Expires: 6/15/2005

DONNA M. BAUR - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 6/15/2005

Property Owner

Hollinshead T. Knight
Hollinshead T. Knight

STATE OF WYOMING

) ss.

COUNTY OF TETON

The foregoing instrument was acknowledged before me by, Hollinshead T. Knight, as its _____, this 29th day of October, 2001.

Witness my hand and official seal.

ROXANNE DEVRIES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires 2002

Notary Public

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

July 27, 2018

Tyler Sinclair, Planning Director
Town of Jackson Planning & Building Department
P.O. Box 1687
Jackson, WY 83001
Via Hand Delivery

RE: Overdyke, 2128 Hidden Ranch Lane, Encroachment Agreement Application
Project No. 17130.00

Dear Mr. Sinclair,

Attached please find an Encroachment Agreement Application for the above referenced project. The encroachment is intended to support proposed grading changes to the Overdyke Driveway located at the end of Hidden Ranch Lane (in the road lot owned by the Town).

Existing Conditions:

The existing Hidden Ranch Lane ends in a tee-turnaround and splits into driveways serving Lots 4, 5 and 6 (Hidden Ranch Subdivision). The driveway to Lot 6 (2128 Hidden Ranch Lane splits off the east side of the end of the road and climbs steeply to the residence. The adjacent driveway to Lot 5 (serving 2127 Hidden Ranch Lane), splits off the west and drops slightly to the residence. The driveways are separated by a concrete wall, extending approximately 6' beyond the property boundary, into the road lot.

The existing conditions leads to two issues. First, the driveway slopes at 25-30% and widens from 11 to 14' as it climbs the hill to reach the residence. This steep grade and width change creates a driveway that is difficult to drive and maintain (especially with the presence of ice and snow). Second, the existing grades of the driveway and Hidden Ranch Lane cause storm water from the driveway and Hidden Ranch Lane to collect at the base of the driveway.

Proposed Condition:
The proposed condition (attached to this application C2.1 - Proposed Conditions dated 7.23.2018) will address steep variable width driveway condition discussed above. The driveway will be regraded approximately 40' south of the property boundary to street level. The proposed driveway grades will be reduced to 20% (from existing 30%) and the driveway will be widened to 13' consistently (from 11-14' now), creating a safer and more navigable access to Hidden Ranch Lane. The proposed driveway will extend 15' further than the existing driveway into Hidden Ranch Lane, resulting in a total of 25' encroachment into the road lot. Due to the presence of collapsible soils on the hillside and the desire prevent additional infiltration, the low point in the gutter existing at the northeast corner of the driveway will remain. The proposed improvements will neither increase nor alleviate the existing drainage problem of the town street.

The proposed improvements have been discussed Town of Jackson Engineering and Public Works Departments as well as the neighboring homeowners. Town Engineer and Streets Supervisor have indicated the proposed improvements will not interfere with the safety and functionality of the existing infrastructure and are consistent with the land development regulations requirements. It was discussed that the encroachment agreement should contain language to address the maintenance of infrastructure in the encroachment area. Lot 4 and 5 homeowners have been contacted and did not comment, as the improvements have minimal effect on access to their respective properties.

Sincerely,
JORGENSEN ASSOCIATES, PC

Joseph M Lovett

Joseph Lovett, P.E.
Project Engineer

Project Plan Review History

PLANNING

Project Number	P18-248	**Applied**	8/16/2018	STOL
Project Name	Encroachement - 2128 Hidden Ranch Lane	**Approved**		
Type	ENCROACHMENT	**Closed**		
Subtype	FRONT YARD	**Expired**		
Status	STAFF REVIEW	**Status**		

Applicant **Owner** OVERDYKE REVOCABLE TRUST

Site Address	City	State	Zip
2128 HIDDEN RANCH LANE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
HIDDEN RANCH ADDITION	22401605204006	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Legal A Cohen-Davis	APPROVED	8/17/2018	9/7/2018	8/28/2018	
Planning Brendan Conboy	APPROVED	8/17/2018	9/7/2018	9/6/2018	See Staff Report
Public Works Rachelle Rhodes (8/29/2018 4:03 PM RR) P18-248 Overdyke Revocable Trust 2128 Hidden Ranch Lane August 29, 2018 Rachelle, 307-733-3079 The proposed encroachment agreement is approved with the condition of providing a dimensioned plan drawing of the maximum and minimum encroachment distances from the property line. (9/4/2018 9:01 AM RR) DImensioned plan was provided by engineer. See attachment.	APPROVED W/CONDITI	8/17/2018	9/7/2018	8/29/2018	see notes

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-221:** REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT FOR A SURFACE PARKING LOT CONTAINING 46 SPACES AT 30 REDMOND STREET FOR THE TETON COUNTY HOSPITAL DISTRICT.

APPLICANT: CTA ARCHITECTS / BRETT BENNETT

OWNER: TETON COUNTY HOSPITAL DISTRICT

REQUESTED ACTION

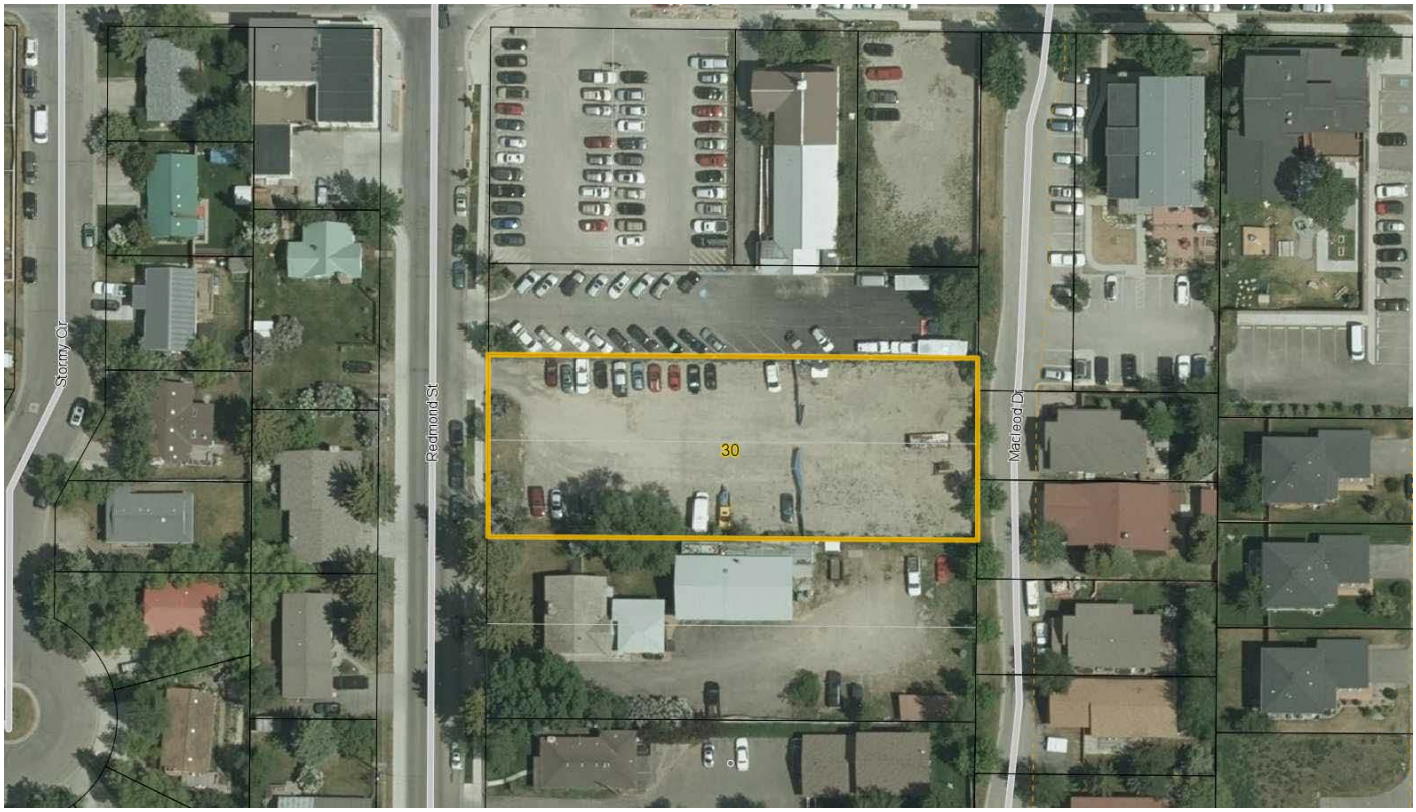
The applicants, CTA Architects and the Teton County Hospital District, are requesting approval of a Conditional Use Permit (CUP) at 30 Redmond Street for a surface parking lot containing 46 spaces.

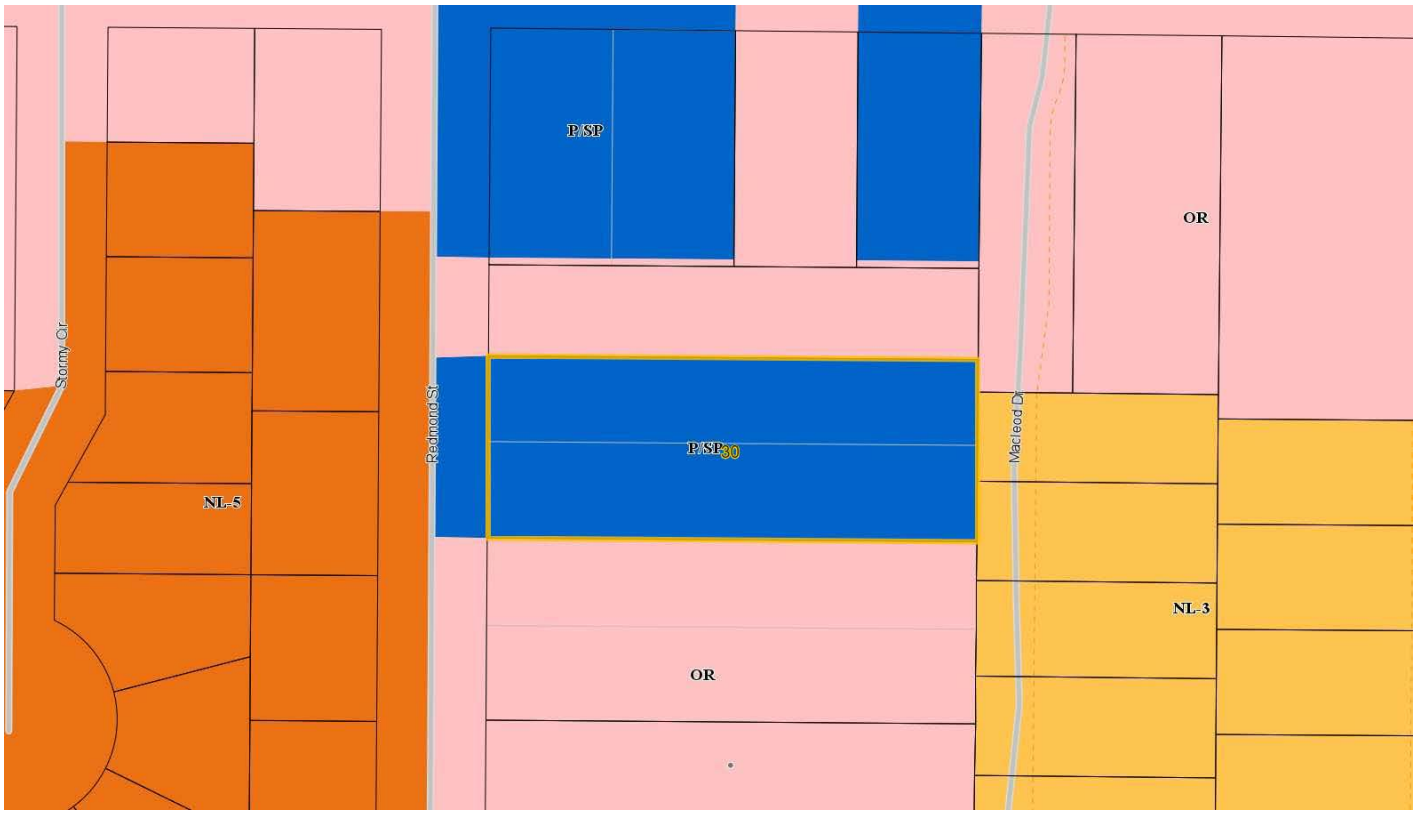
APPLICABLE REGULATIONS

Section 4.2.1 Public/Semi-Public – Town (P/SP-ToJ)
Section 8.4.2 Conditional Use Permit (CUP)

LOCATION

The subject property is addressed as 30 Redmond St. and legally described as LOTS 6-7, BL. 1, REDMOND-2 (fka OJ-000421). An aerial photo and zoning map are shown on the following page showing the general location of the proposed site.





BACKGROUND

The subject site is approximately 0.62 acres in size (27,007 SF), zoned Public/Semi-Public (P/SP) and is currently an unpaved parking lot. To the north is another parking lot belonging to the Jackson Hole Baptist Church S.B.C. and zoned Office Residential (OR), to the east are residential lots on Macleod Drive zoned

Neighborhood Low Density – 3 (NL-3), to the south is a daycare zoned OR, and to the west are residential lots zoned Neighborhood Low Density – 5 (NL-5).

- On June 16, 2003, the Jackson Town Council passed Ordinance 728, which amended the Town of Jackson Official Zoning District Map designation of the property described as Lots 1, 2 & 4, Block 1, 2nd Redmond Plat and Lots 6 & 7, Block 1, 2nd Redmond Plat to Public/Semi-Public (P/SP) zoning district. The subject parcel, Lots 6 & 7, Block 1, 2nd Redmond Plat was rezoned from Residential Business (RB) to P/SP.

- In 2013 an existing 1,244 sf detached single family home was demolished and the site was razed and reclaimed to grade.

- The applicant attended a pre-application for a grading permit and a CUP on May 8, 2018, Item P18-121. The applicant was advised that their initial proposal showing two curb cuts would not be acceptable to the Planning Department. In response the applicant revised their site plan for the submission of this CUP and associated GEC Permit to contain one curb cut.

- The applicant submitted a GEC permit on July 17, 2018. Upon approval of this application for a CUP, staff will review the GEC permit for conformance with the CUP.

Project Description

The applicant is seeking a Conditional Use Permit to pave an existing unimproved parking lot. The LDRs define parking as a use as "the use of a property for parking of motor vehicles that is not ancillary to another use on-site". The improvements will include additional landscaping to the site as well as screening in the form of a proposed concrete log screen "wall" on the Redmond Street frontage, the addition of landscaping and landscape islands, the provision of bicycle parking, and lighting improvements for security purposes. The proposed parking is in support of the St. John's Medical Facility (Teton County Hospital District) and consists of 46 spaces. The parking lot is in compliance with the standards of the P/SP zone and the requirements of Div. 6.2. Parking and Loading Standards.

Below is the Physical Development Standards of the P/SP zone, Div 5.2, and Div 6.2 as they pertain to this project:

Two Rows of Parking - 45˚ Angle	Required	Proposed	Complies?
Disability Parking	1 per 25 spaces	2	Yes
Bicycle Parking	1 per 10 vehicle spaces	6 space bike rack	Yes*
Landscape Islands	Yes	2	Yes
Plant Units	1 per 8 spaces (5.75 Plant Units)	6	Yes
Landscape Surface Ratio	N/A	29% or 7,832 sf	Yes
Snow Storage	2.5%	> 2.5%	Yes
Circulation	One-Way	One-Way	Yes
Parking Space Width	9'	9'	Yes
Parking Space Depth	21'	21.4'	Yes
Total Module Width	55' and 34'	55' and 34'	Yes

* see Bicycle Parking section below

Staff Review

Staff has reviewed the proposed use for the subject property and has found the request to be in compliance with the LDRs and consistent with the 2012 Comprehensive Plan. Parking is an allowed use requiring a conditional use permit in the DC, CR-1, CR-2, CR-3, and P/SP zones. According to the LDRs, "The purpose of a conditional use permit is to individually and publicly review the configuration, density, and intensity of a use that is generally compatible with the character of a zone, but requires additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone."

The P/SP zone is notable for the fact that it does not have predetermined dimensional standards. The zone is intended to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. According to the LDRs, "Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district". The Teton County Hospital District qualifies with this designation. The proposed use is in keeping with the intent of the P/SP zone as the parking area is intended to serve the St. John's Medical Center.

Vehicular Access / Circulation

Vehicular access is taken from Redmond Street and circulation within the parking area is one way. The applicant is proposing a new 24' curb cut along the central portion of the west property line at Redmond Street. An existing curb cut is located at the northwest edge of the property on Redmond Street. Initial plans presented by the applicant during a Pre-Application Conference had shown two curb cuts for an ingress and egress. Staff advised the applicant that only one curb cut would be acceptable. Site development standards and access standards are not applicable in the P/SP zone, however neighboring OR zone standards allow a 24' maximum curb cut. As a result of the applicant relocating access centrally and providing a new curb cut, staff has included a condition of approval requiring the applicant to vacate the existing curb cut and replace the sidewalk to Town standards. The applicant has demonstrated their intent to complete this work on the submitted landscape plans already, however staff has added this condition of approval as the required improvements are in the Town owned right-of-way.

Affordable Workforce Housing

The proposal is exempt from Affordable Workforce Housing Standards. Per Sec. 6.3.2.C.13, Employee generating development in the P/SP zone is exempt.

Lighting

Per Div 5.3.1 Exterior Lighting Standards, the P/SP zone allows 3 lumens per square foot of site development, and the maximum height of a light pole fixture is 18 feet. The applicant has proposed six, 18' tall, shielded light poles along the northern and southern property boundaries totaling 21,510 lumens, where 57,741 lumens are allowed. Furthermore, the LDRs state that organizations that primarily serve individuals with visual impairments (e.g. retirement communities, hospices, and hospitals) may use up to 4 times the illumination allowed by this Sec. 5.3.1. The applicant has not proposed to take advantage of this additional lighting and is complying with the 3 lumens per sf of impervious surface standard. The applicant has provided a photometric site plan demonstrating that light will trespass on the neighboring properties on the eastern and western rights-of-way on Redmond Street and Macleod Drive. As a condition of approval staff recommends that prior to issuance of a Grading Permit, the applicant shall provide a revised photometric map demonstrating that no light is trespassing beyond the property line. The LDRs require that after 12:00 AM nonresidential sites shall extinguish or reduce their total exterior lighting by at least 30% with the exception of motion activated lighting and lighting governed by a conditional use permit in which times of operation are specifically identified. As a condition of approval staff recommends that the applicant be required to utilize

motion activated lighting or otherwise extinguish lighting on site from the hours of 12:00 AM to 5:00 AM. Should Council see fit these hours could be adjusted to require lights be extinguished earlier so as to lessen light impacts on neighboring residential areas and to better reflect the typical work schedule of hospital employees which runs from 7 a.m. to 7 p.m.

Landscaping

The LDRs have no landscape surface ratio requirement for uses within the P/SP zoning district, however Div. 5.5. Landscape Standards requires plant units in parking lots in all zones, P/SP included. In addition, Div. 6.2 Parking and Loading Standards requires parking lots to have landscape islands. The applicant has proposed roughly 7,832 square feet of landscaping which is an LSR of .29. By comparison, the LSR requirement in the adjacent Office Residential zone is .20. The applicant is also required to provide 6 plant units and has proposed 6 units consisting of maple, ash, and spruce trees, dogwood, spirea, and lilac shrubs, and native grass sod as well as a bicycle rack (see Bicycle Parking discussion below). Landscape buffers in the front of the parking lot extend back roughly 15 to 40 feet, and provide a buffer around the perimeter of the property of roughly 7 feet in width. The applicant has proposed a concrete log screening "wall" at the entrance to the lot that is 6 feet tall. Staff recommends as a condition of approval that the height of the concrete screening log wall be reduced to no more than 4' in height which is the height limit for front and side yard fences in the Office Residential zone. As a result of the height reduction, the applicant shall submit an addendum to the GEC permit showing revised elevations for the screening wall.

Bicycle Parking / Snow Storage

The applicant has provided a landscape plan which proposes a Dero style bike rack that can accommodate up to six bicycles. The applicant anticipates utilizing the proposed bike rack as a substitution for a canopy tree as part of a required plant unit, which is allowed under Section 5.5.4.E.4.c, however the applicant is obligated to provide required bicycle parking as part of Div. 6.2 Parking and Loading Standards, which requires 1 bicycle parking space 10 spots. As a result the applicant is seemingly double counting their required bicycle parking for parking as a substitution towards their required plant units. In order to meet both requirements the applicant would need to provide an additional 5 bicycle parking spots on site, for a total of 11 spaces. However, it is staff's opinion that locating bicycle parking at an off-site parking lot is counterintuitive and possibly unnecessary presuming that someone bicycling to the hospital would likely ride their bicycle all the way rather than stopping at the off-site parking lot and continuing on foot. The Planning Director has added a condition of approval requiring that the applicant work with Planning staff and the Pathways Director to locate the 11 required bicycle parking spaces in an appropriate location, either on site, off-site at the hospital, or some combination thereof.

The applicant has addressed snow storage in their plans in excess of 2.5% of impervious surface on site.

Noise / Visual

Staff does not anticipate any increased noise or nuisance as a result of the proposal. The applicant has proposed landscaping and screening elements which will mitigate the visual impact of the parking lot. The lot is currently being used for parking and no such screening or landscaping currently exists.

Departmental Reviews

The Police Department provided comment that additional disability parking may be beneficial. The applicant has met the requirement for disability parking on-site as proposed, however, a condition of approval could be added to require additional disability parking or to relocate the required disability parking to existing parking spaces at the hospital should the Town Council see fit.

Public Works has approved the proposal and as a condition of approval requires that the proposed tree planted in the right-of-way require approval by the Urban Tree Council as well as installation of a root guard. In addition, all work within the Town's right-of-way will require an encroachment permit.

PLANNING COMMISSION

The applicant appeared before the Planning Commission on September 5, 2018 and received unanimous approval. The Planning Commission discussed pedestrian circulation and noted that the northwest portion of the property would likely be used as a shortcut and suggested a possible formal path as a solution but declined to provide a formal recommendation or condition to Council regarding the matter, reasoning that pedestrians were just as likely to shortcut along the northern property line into the adjacent parking lot and that such a path may be underutilized.

Following the Planning Commission it has come to staff's attention that the proposed bicycle parking spaces have been double counted towards what is required for the number of parking spaces and as a substitution for a canopy tree for required plant units. As a result, the Planning Director has added an additional condition of approval that the applicant work with Planning staff and the Pathways Director to locate the 11 required bicycle parking spaces in an appropriate location, either on-site, off-site at the hospital, or some combination thereof.

Staff Findings

Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

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

   The proposed development is located within District 3 Town Residential Core - Subarea 3.1 East Jackson of the 2012 Comprehensive Plan which states:

   This residential STABLE Subarea will continue to provide a variety of housing types, including single family, duplex, and triplex with up to three units per lot when both a street and alley frontage is provided and up to two units per lot when only street or alley access is provided. Multifamily development is not currently found in this area and is not desirable in the future. Being a Stable Subarea, the size and scale of future buildings will be compatible with the existing character of the area, which includes a wide variety of building sizes and scales. Structures will be of comparable bulk and scale regardless of the number of units provided therein. Up to two stories will be allowed and may be configured in a variety of layouts, with both attached and detached units. Structures should be pulled toward the street where possible and building footprints should be minimized in order to allow for adequate yards and landscaping. Some areas with an existing single family character will maintain this characteristic in the future with only one dwelling unit per lot.

   Staff finds the proposed project meets the intent and vision for this subarea as it improves a lot that is currently being used for parking, though unimproved. Should the lot change ownership in the future the P/SP zoning designation would be lost if the owner was not a public entity and the site will be subject to a zoning designation that is in keeping with the vision for the Subarea. In addition, staff has analyzed this application for consistency with the Policy Objectives for District 3 Town Residential Core as follows:

   Common Value 1: Ecosystem Stewardship

Not applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Not applicable.

Policy 4.3.a: Preserve and enhance stable areas

Complies.

Policy 4.3.b: Create and develop transitional areas

Not applicable.

Policy 4.4.d: Enhance natural features in the built environment

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Not applicable.

Policy 5.3.b: Preserve existing workforce housing stock

Not applicable.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Complies. The site is an existing unimproved parking lot. Improvements to the site provide bicycle parking which is currently absent.

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

   Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed parking use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

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

   Complies as conditioned. Staff finds that the proposed operation will minimize the visual impact on adjacent lands through the provision of landscaping buffers and screening elements. While the addition of lighting to the site creates a visual impact to the area, it is in compliance as conditioned with the LDR standards and a photometric map provided by the applicant demonstrates that light will not trespass beyond the property boundary.

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

   Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is also not located within the NRO and SRO, and all proposed use and operations will be conducted within previously disturbed areas.

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

   Complies. Staff finds that the proposed use as conditioned minimizes adverse impacts on nuisances by providing a delineated parking area that is screened and buffered by landscaping.

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

   Complies. Staff finds that the proposal as conditioned will have no significant adverse impact on public facilities.

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

   Complies. Staff finds that the proposed use complies with the provisions of the LDRs and with all other Town Ordinances.

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

   Not applicable to this proposal.

ATTACHMENTS

Applicant Submittal
Department Reviews

PUBLIC COMMENT

None.

FISCAL IMPACT

None.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete.

RECOMMENDATIONS / CONDITIONS OF APPROVAL

The Planning Director and the Planning Commission recommend **approval** of a Conditional Use Permit (P18-221) for a surface parking lot for the property located at 30 Redmond Street, subject to the departmental reviews and the following conditions of approval:

1. Prior to issuance of a Grading Permit, the applicant shall provide a bond in the amount of 125% of the cost of all landscaping.

2. The proposed screening concrete log wall shall be reduced in height from 6 to no more than 4 feet in height. The applicant shall submit an addendum to the GEC permit showing revised elevations for the screening wall.

3. The applicant shall replace the existing and now abandoned curb cut to Town standards to match the grade of existing sidewalk.

4. Prior to issuance of a Grading Permit, the applicant shall provide a revised photometric map demonstrating that no light is trespassing beyond the property line.

5. The applicant shall be required to utilize motion activated lighting or otherwise extinguish lighting on site from the hours of 12:00 AM to 5:00 AM.

6. The applicant shall work with Planning staff and the Pathways Director to locate the 11 required bicycle parking spaces in an appropriate location, either on-site, off-site at the hospital, or some combination thereof.

SUGGESTED MOTIONS

Based upon the findings as presented in the staff report and as made by the applicant for item P18-221, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals to approve a Conditional Use Permit for a surface parking lot for the property addressed at 30 Redmond Avenue subject to the departmental reviews attached hereto and the following conditions:

1. Prior to issuance of a Grading Permit, the applicant shall provide a bond in the amount of 125% of the cost of all landscaping.

2. The proposed screening concrete log wall shall be reduced in height from 6 to no more than 4 feet in height. The applicant shall submit an addendum to the GEC permit showing revised elevations for the screening wall.

3. The applicant shall replace the existing and now abandoned curb cut to Town standards to match the grade of existing sidewalk.

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07.13.2018

LOTS 6 & 7 PARKING IMPROVEMENTS

TETON COUNTY HOSPITAL DISTRICT

PERMIT SET

TOWN ZONING DISTRICT - P/SP

OWNER
TETON COUNTY HOSPITAL DISTRICT
D.B.A. ST. JOHN'S MEDICAL CENTER
625 E BROADWAY
JACKSON, WY 83001
307.733.3636

ARCHITECT
CTA Architects Engineers
PO BOX 7364
JACKSON, WY 83002
307.733.9955
Project Manager: BRETT BENNETT

CIVIL
JORGENSEN ENGINEERS
PO BOX 9550
JACKSON, WY 83002
307.733.5150

LANDSCAPE
WEAVER & ASSOCIATES PA
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, ID 83404
208.529.9504

ELECTRICAL
DAVE NILES & ASSOCIATES
1130 WEST MAPLE WAY
SUITE 1D, JACKSON, WY
307-732-7400

PROJECT LOCATION
30 REDMOND, JACKSON, WY 83001

VICINITY MAP: *Locator*

SHEET INDEX

GENERAL
G0.1 COVER SHEET
CIVIL
C1.0 TITLE, NOTES, AND VICINITY MAP
C2.0 EXISTING CONDITIONS
C2.1 SITE GRADING PLAN
C3.0 GRADING DETAILS
STRUCTURAL
S1.0 STRUCTURAL DETAILS
LANDSCAPE
L1.1 DEMOLITION PLANS AND DETAILS
L1.2 GRADING PLANS AND DETAILS
L1.3 SITE AMENITIES AND DETAILS
L1.4 PLANTING PLANS AND DETAILS
ELECTRICAL
E-1 ELECTRICAL PLANS AND DETAILS
E-2 ELECTRICAL SCHEDULES AND SPECIFICATIONS

CTA
JACKSON, WY
p 307.733.9955
f 307.733.9954

30 REDMOND, JACKSON, WY 83001
LOTS 6 & 7 PARKING IMPROVEMENTS
TETON COUNTY HOSPITAL DISTRICT

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PERMIT SET

7.13.2018
DRAWN BY | BENNETT
REVISIONS
-

COVER SHEET

G1.0

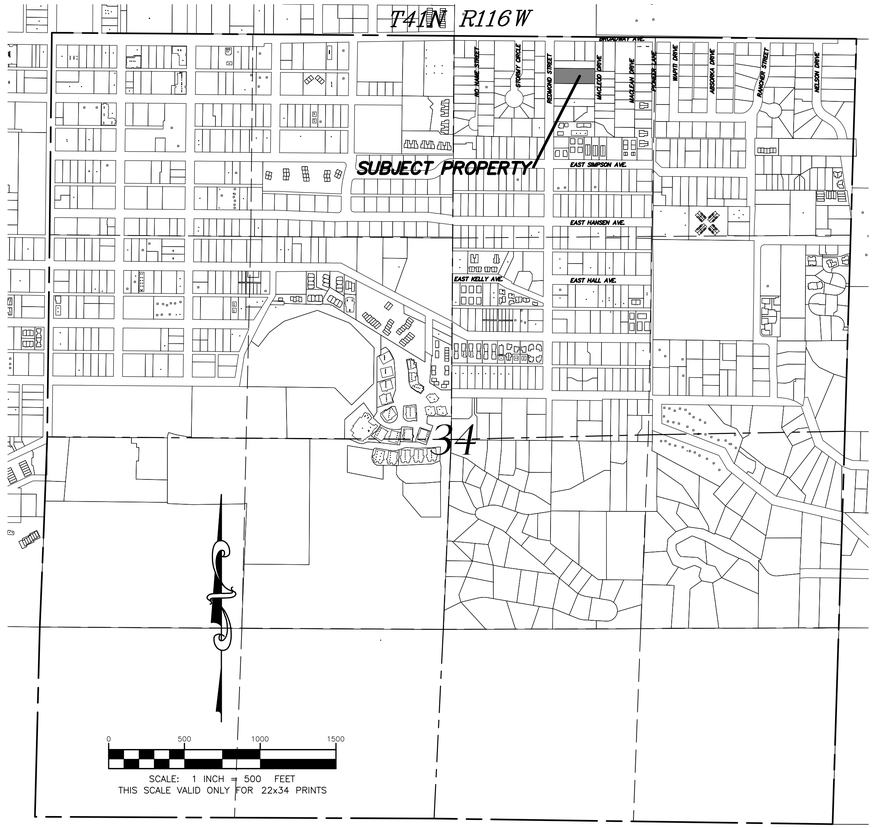
Plotted by pyantzi on Jul 13, 2018 - 3:06pm
Ver - 18.0

CTA ARCHITECTS - SJMC PARKING LOT GRADING AND EROSION CONTROL PLAN

LOTS 6 & 7 - BLOCK 1 REDMOND ADDITION
PIDN 22-41-16-34-1-11-005

30 REDMOND STREET

PART OF NW¼ NE¼ SECTION 34,
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



VICINITY MAP
SECTION 34
T41N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

GENERAL PROJECT NOTES:

1. PROJECT SCOPE: CONSTRUCTION AND GRADING OF A NEW ASPHALT PARKING LOT AND ACCESS.
2. PROJECT ADDRESS: 30 REDMOND STREET (PIDN: 22-41-16-34-1-11-005)
3. PROPERTY ZONE: PUBLIC/SEMI-PUBLIC (P/SP)
   ZONING OVERLAY: NONE
4. PROJECT SCHEDULE: CONSTRUCTION TO BEGIN UPON PERMIT APPROVAL IN SUMMER 2018 AND TO BE COMPLETED IN FALL/SUMMER 2018.
5. PROPERTY AREA = 0.62 ACRES (26,951.2 SQFT) ±

   TOTAL AREA OF DISTURBANCE = 0.62 ACRES OR 27,630 SQFT
   -SIDEWALK, PARKING LOT, AND GRADING DISTURBANCE

   IMPERVIOUS SURFACE: (71% OF LOT)
   PARKING LOT = 19,247 SQFT
   TOTAL = 19,247 SQFT

   BASED ON THE STORM WATER ANALYSIS FOR A 100 YEAR STORM EVENT, 290 CF OF STORAGE CAPACITY IS REQUIRED. WITH DIVISION OF THE PARKING LOT AT THE CROWN INTO NORTH AND SOUTH SECTIONS, 200 CF IS REQUIRED FOR THE NORTH HALF AND 90 CF IS REQUIRED FOR THE SOUTH HALF. DETENTION AREAS ARE SUCH THAT STORM WATER WILL INFILTRATE NATURALLY THROUGH THE GROUND. CONNECTION TO EXISTING TOWN STORM SEWER IS NOT NECESSARY.
6. SNOW STORAGE REQUIREMENT = 2.5% * 19,247 SF = 481 SQFT
7. THE EXISTING SITE IS PRIMARILY GRAVEL BASE MATERIAL
8. THE PROPERTY IS NOT WITHIN THE WILDLAND URBAN INTERFACE.
9. FEMA, 2015 FIRM FLOOD INSURANCE RATE MAP 56039C2926D, TETON COUNTY AND INCORPORATED AREAS, HAS IDENTIFIED THIS SITE AS LOCATED OUT OF THE CACHE CREEK AND FLAT CREEK FLOODWAY AND OUT OF THE SPECIAL HAZARD AREAS INUNDATED BY 500-YEAR FLOOD.
10. PREDOMINANT SOIL TYPE IS GENERALLY DESCRIBED AS GRAVELLY LOAMS OF ALLUVIAL FANS OR ALLUVIUM ORIGIN. THIS SITE IS AN UNOCCUPIED LOT WITH UNDEVELOPED LAND. NO LANDSLIDE OR BEDROCK SLUMPS ARE EVIDENT ON THE SITE.
11. BASE MAPPING PREPARED FROM GROUND SURVEYS PERFORMED BY JORGENSEN ASSOCIATES IN FEBRUARY, 2018.
12. ALL PROPOSED FENCING SHALL MEET THE WILDLIFE FRIENDLY FENCING STANDARDS AS DEFINED IN SECTION 5.1.2 OF THE TETON COUNTY LAND DEVELOPMENT REGULATIONS. NO FENCING CURRENTLY PROPOSED FOR THIS PROJECT.

GENERAL CONSTRUCTION NOTES & SPECIFICATIONS:

1. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND ARTICLE 5 OF TETON COUNTY LAND DEVELOPMENT REGULATIONS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE APPROPRIATE WYDEQ - NPDES STORMWATER PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
3. CONTRACTOR SHALL CONSTRUCT EROSION CONTROL STRUCTURES PRIOR TO ANY EARTHWORK OR CONSTRUCTION. EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED BY CONTRACTOR UNTIL VEGETATION IS RE-ESTABLISHED IN DISTURBED AREAS.
4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
5. ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
6. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCK NO LARGER THAN 6 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY THE ENGINEER.
8. SUBGRADE, PIT RUN SUBBASE, AND SITE FILL MATERIALS SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (AASHTO T-99 - STANDARD PROCTOR DENSITY) IN LIFTS NOT TO EXCEED 8 INCHES IN LOOSE THICKNESS.
9. CRUSHED GRAVEL BASE MATERIAL SHALL BE GRADING H. CRUSHED GRAVEL BASE COURSES SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (AASHTO T-180 - MODIFIED PROCTOR DENSITY).
10. WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE.
11. FUGITIVE DUST WILL BE CONTROLLED BY WATERING DURING DRY PERIODS OR AS REQUIRED BY ENGINEER.
12. ALL EXCAVATED MATERIALS INCLUDING STRIPPED AND SALVAGED TOPSOIL SHALL BE STOCKPILED AND PROCESSED ON-SITE. CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.
13. TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION.
14. A FOUR INCH MINIMUM LAYER OF TOPSOIL SHALL BE PLACED ON ALL SLOPES AND AREAS STRIPPED FOR GRADING, PRIOR TO REVEGETATION.

REVEGETATION SPECIFICATIONS:

1. SEED MIXTURE:

COMMON NAME	LBS./ACRE
MOUNTAIN BROME	10 LBS./ACRE
THICKSPIKE WHEATGRASS	12 LBS./ACRE
IDAHO FESCUE	6 LBS./ACRE
WESTERN WHEATGRASS	12 LBS./ACRE
ALPINE TIMOTHY	12 LBS./ACRE
TOTAL PURE LIVE SEED APPLICATION RATE	52 LBS./ACRE

2. SEED MIXES CONTAINING NATIVE FLOWERING PLANTS SUCH AS LUPINE, YARROW AND PAINTBRUSH ARE ACCEPTABLE.
3. ALL SEED SHALL COMPLY WITH WYOMING SEED LAW. SEED SHALL BE PURCHASED FROM A DEALER LICENSED WITH THE WYOMING DEPARTMENT OF AGRICULTURE. CERTIFICATIONS FOR THE SEED MIX SHALL BE PROVIDED TO THE ENGINEER PRIOR TO SEEDING.
4. TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING.
5. HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING.
6. SEED SHALL BE UNIFORMLY DISTRIBUTED OVER THE SURFACE BY APPROVED MECHANICAL BROADCASTING DEVICES AND THE GROUND SHALL BE IMMEDIATELY RAKED OR DRAGGED TO COVER THE SEED.
7. SEEDING SHALL BE PERFORMED BETWEEN THE TIME THE FROST LEAVES THE GROUND IN THE SPRING AND BEFORE THE FROST ENTERS THE GROUND IN THE FALL.

SHEET INDEX

SHEET	CONTENTS
C1.0	TITLE, NOTES AND VICINITY MAP
C2.0	EXISTING CONDITIONS
C2.1	SITE GRADING PLAN
C3.0	GRADING DETAILS
S1.0	STRUCTURAL DETAILS

OWNER
Teton County Hospital District
dba St. John's Hospital
Jim Johnston
P.O. Box 428
Jackson, WY 83001

CIVIL ENGINEER
Jorgensen Associates, P.C.
1315 S. Highway 89, #201
P.O. Box 9550
Jackson, WY 83002-9550
(307) 733-5150

DESIGN
CTA Architects
Brett Bennett
1110 Maple Way, Ste. F
Jackson, WY 83001
(307) 733-9955
brettbennett@ctagroup.com

JORGENSEN
PINEDALE, WYOMING
307.367.6548
www.jorgeng.com

Professional Engineer (Civil)
BRIAN P. BARNEY
8766
Date 7/13/2018
WYOMING

PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOTS 6 & 7 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
TITLE, NOTES AND VICIINTY MAP

DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
DD SET	06/18/2018
GEC	7/13/2018

PROJECT NUMBER
18056

SHEET
C1.0

P:\2018\18056 - CTA-SJMC\10-Civil\CAD\Design\18056 - CTA-SJMC GEC Site.dwg

Plotted by pyantzo on Jul 13, 2018 - 3:06pm
Ver. 18.0

LEGEND

- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES, P.C. PLS 8469"
- reinforcing steel bar with 1 1/2" diameter plastic cap inscribed "PLS 3831"
- reinforcing steel bar with 1 1/2" diameter aluminum cap inscribed "NELSON ENGR PE&LS 578"
- boundary, subject property
- boundary, adjoining property
- boundary, lot line
- N89°55'38"W 269.46' — measured bearing & distance
- (N90°00'00"W) (269.30') — record bearing & distance 2nd Redmond Plat
- centerline road
- curb top back of curb
- flow line curb
- edge of gravel (see note)
- sidewalk, concrete
- sidewalk, pavers
- 6278.0 — index contour, 1' interval
- 6277.5 — intermediate contour, 0.5' interval
- 6201.5 — spot elevation
- sign
- fence, 5' tall chainlink
- fence, 6' tall wooden slats
- two story structure on adjacent property
- light pole
- utility pole
- OH — overhead power line
- aspen tree, 6" typical
- cottonwood tree, 12" typical
- deciduous tree, 6" typical
- shrub, 3" dia. landscape
- retaining wall

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

REDMOND STREET

LOT 5

Jackson Hole Baptist Church

(N90°00'00"W)(269.3')

top back curb

EXISTING ELECTRICAL SERVICE

EXISTING CURB CUT

N89°55'38"W 269.46'
Basis of Bearings

LOT 6

0.62 Acres

Teton County Hospital District

643WD673

LOT 7

LOT 8

S00°01'17"W 100.00'

(N00°00'00"W)(100.0')

N00°01'14"E 100.05'

(N00°00'00"W)(100.0')

WATER SERVICE

grass

yellow post, gas marker

SHB

6274.0 6275.0 6276.0 6277.0 6278.0

Project Benchmark
elevation=6274.98'

S89°55'03"E 269.43'

(N90°00'00"W)(269.3')

TWO-STORY STRUCTURE

OH

JORGENSEN
PINEDALE, WYOMING
307.367.6548
www.jorgeng.com

Professional Engineer (Civil)
BRIAN P. BARNEY
8766
Date 7/13/18
WYOMING

PROJECT TITLE:
CTA ARCHITECTS
SJMC PARKING LOT
LOTS 6 & 7 BLOCK 1 REDMOND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
EXISTING CONDITIONS

DRAFTED BY:	PY
REVIEWED BY:	BB
PLAN VERSION	DATE
DD SET	06/18/2018
GEC	7/13/2018

PROJECT NUMBER
18056

SHEET
C2.0

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Printed by pyandzo on Jul 13, 2018 - 3:06pm
Ver. 18.0

REDMOND STREET

LOT 5
Jackson Hole
Baptist Church

LOT 6
0.62 Acres
Teton County Hospital District
643WDS673

LOT 7

LOT 8
Christine J. Ross
934WDNS305

top back curb

EXISTING CURB CUT
CONCRETE SIDEWALK (MATCH EXISTING GRADE)
BLOCK RETAINING WALL TO BE REMOVED
NEW CURB CUT
REMOVE PAVERS TO THE NORTH. MATCH EXISTING PAVERS TO THE SOUTH (SEE DETAIL 1-C3.0)
STORM WATER DETENTION BASIN (300 CF PROVIDED)
STORM WATER DETENTION BASIN (90 CF PROVIDED)
SNOW STORAGE AREA
WATER SERVICE
CONCRETE OR WASHED ROCK PAD
CURB CUT
BACK OF CURB
LIGHT POLE BASE SEE DETAIL 1-S1.0
EXISTING ELECTRICAL SERVICE
VAN ACCESSIBLE
REFER TO DETAIL 2/SP1.0C FOR ACCESSIBLE SPACE SIGNAGE
PROPERTY BOUNDARY
OH

6272.55 6272.55 6272.59 6273.09 6273.00 6276.25
6273.81 6273.06 6274.11 6273.61 6273.79 6273.23 6273.68
6274.23 6274.50 6274.53 6274.71 6277.31 6277.26 6277.44 6277.46 6277.65 6277.64 6278.19 6278.42 6278.22 6278.08
6273.49 6274.02 6274.04 6274.53 6274.17 6277.61 6277.39
6274.51 6275.09 6274.50 6274.59

7.9' 7.1' 13.9' 35.9' 29.8' 20.7' 13.8' 6.8' 21.4'
12.0' 8.7' 9.0' 9.0' 9.0' 9.0' 45° 24.0'
R5.0' R25.8' R9.5' 5.2' 17.7' 14.0' 8.7'
-8.5% -4.5% -2.5% -2.0% -1.7% -2.2% -2.7% -1.8% -2.7% -3.2% -1.5%

0 10 20 30
SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

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TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET TITLE:
SITE GRADING PLAN

DRAFTED BY:	PY
REVIEWED BY:	BB

PLAN VERSION	DATE
DD SET	06/18/2018
GEC	7/13/2018

PROJECT NUMBER
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SHEET
C2.1

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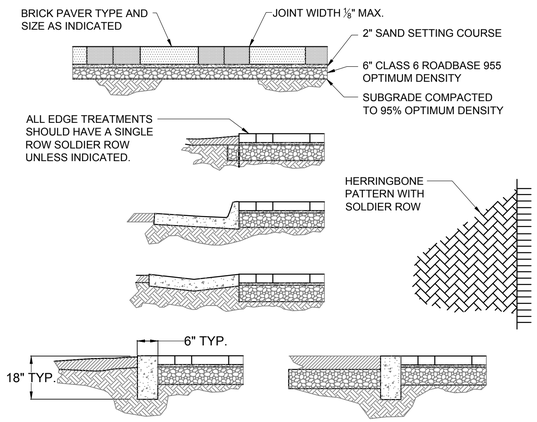
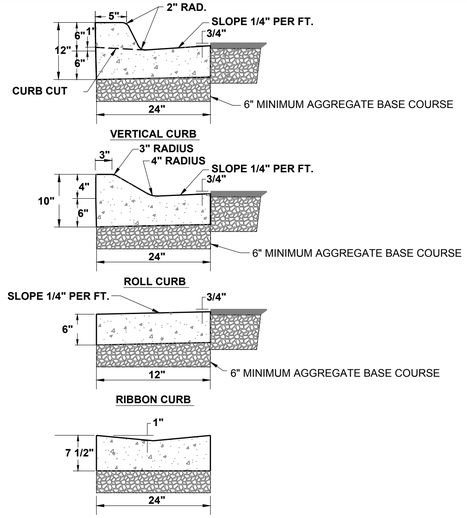


NOTES:
1. MOLDED PLASTIC EDGE RESTRAINT. SPIKE WITH 12" STAINLESS STEEL NAILS AT 2' INTERVALS FOR DRIVES. DECREASE INTERVAL AS NEEDED TO HOLD DESIRED LINE.
2. CONCRETE EDGE TREATMENTS INCLUDE CURB AND GUTTER, GUTTER PAN AND CONCRETE BANDS. CONCRETE SHALL BE REINFORCED WITH FIBROUS CONCRETE REINFORCING AT THE RATE OF 1.5 LB/CY.
3. PAVERS, ASPHALT OR OTHER HARD PAVING SURFACES SHALL BE FLUSH WITH THE TOP OF CONCRETE EDGES. PLATING AND GRASS AREAS SHALL BE 1" BELOW TOP OF CONCRETE EDGES.
4. BASE AND SUBGRADE COMPACTION TO BE 95% OPTIMUM DENSITY.
5. UNIT PAVERS AND EDGE TREATMENTS SHALL BE APPROVED BY THE TOWN'S PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
6. REMOVE AND SALVAGE PAVERS DURING DEMOLITION FOR REUSE IN ORDER TO MATCH COLOR AND PATTERN OF EXISTING PAVERS.

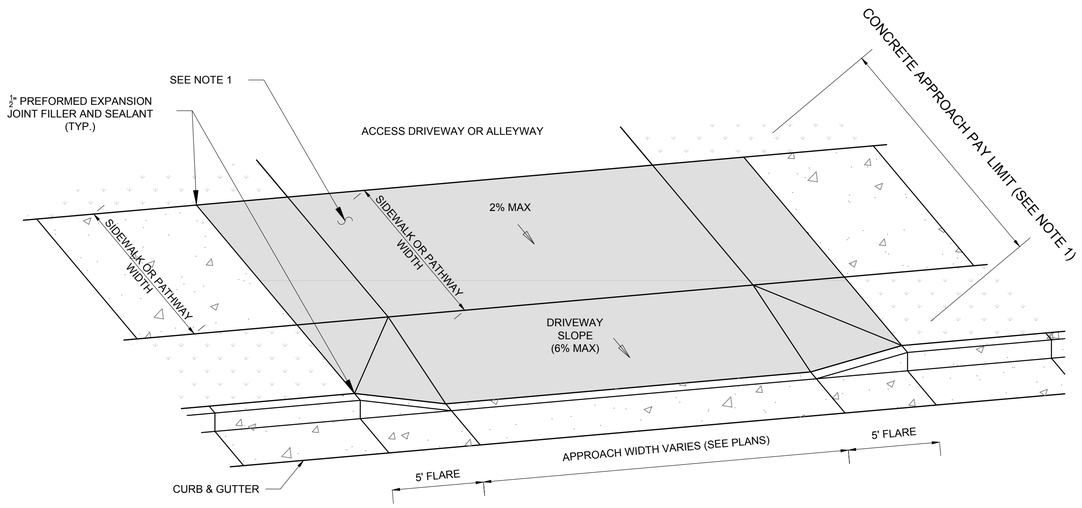
1 / C3.0 SIDEWALK PAVER DETAILS
NOT TO SCALE



2' WIDE VALLEY GUTTER

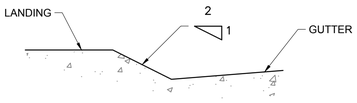
NOTES:
1. CURBS SHALL CONFORM TO SPECIFICATION 32 16 13, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH SPECIFICATION 32 13 13.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO SPECIFICATION 31 05 16, PART 2.03, GRADING H, AND BE INSTALLED PER SPECIFICATION 32 11 23, PART 3.03.
3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
4. VERTICAL CURB SHALL BE USED IN PREFERENCE TO ROLL CURB.
5. ALL CURB CUTS SHALL HAVE A MINIMUM 5' TAPER FROM CUT CURB TO FULL BACK CURB

2 / C3.0 CURB DETAILS
NOT TO SCALE



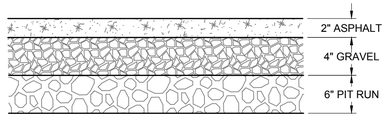
PARALLEL CURB RAMP

NOTES:
1. RAMP SLOPE SHALL NOT EXCEED 1V:12H.
2. CROSS SLOPE ON ALL SIDEWALKS AND LANDINGS AT 2% TO PAVEMENT.
3. LIP DETAIL: CURB RAMPS WILL REQUIRE THE FOLLOWING LIP DETAIL TO REDUCE THE AMOUNT OF NUISANCE DRAINAGE IN THE LANDING AREA.
4. ALL JOINTS SHALL BE TOOLED, UNLESS OTHERWISE APPROVED BY ENGINEER OR OWNER.
5. DRIVEWAYS AND ALLEYWAY APPROACHES: SHADED AREAS ARE LIMITS FOR CONCRETE APPROACH. THE FLARES AND OR RAMPS SHALL BE MN. 6" CONCRETE.

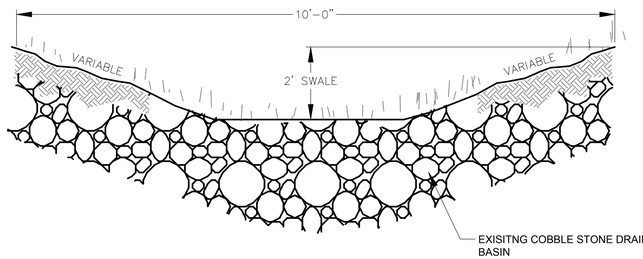


LIP DETAIL

3 / C3.0 PARALLEL CURB RAMP WITH DETACHED SIDEWALK
NOT TO SCALE

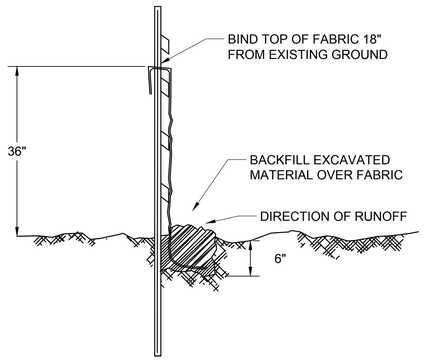


4 / C3.0 PARKING LOT PAVEMENT SECTION
NOT TO SCALE



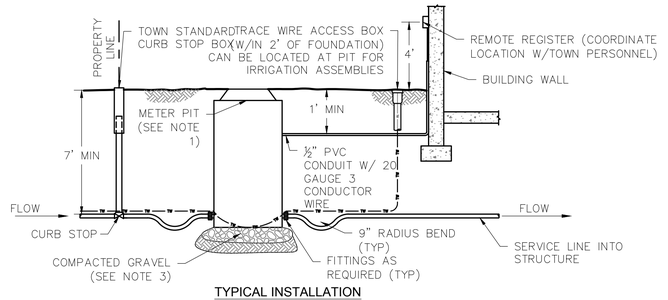
NOTE:
COBBLE STONE EXISTS 3 FEET BELOW EXISTING GRADE. EXCAVATE INTO COBBLE STONE AREA PER SITE PLAN.

5 / C3.0 DETENTION BASIN
NOT TO SCALE

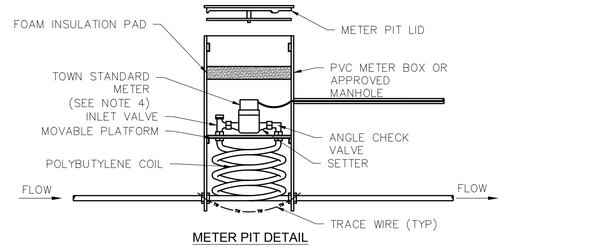


NOTE:
1. USE MIRAFI 100X FILTER FABRIC WITH STEEL FENCE POSTS AT 10'0" O.C. MAX., OR APPROVED EQUAL.
2. PLACE SILT FENCE BARRIER DOWN GRADIENT OF CONSTRUCTION OPERATIONS AS SHOWN ON THE PLANS TO CONTROL SILT FROM LEAVING THE SITE.

6 / C3.0 SILT FENCE BARRIER ILLUSTRATIVE DETAIL
NOT TO SCALE



TYPICAL INSTALLATION



METER PIT DETAIL

NOTES:
1. 15" AND 18" DIAMETER METER PITS SHALL BE MUELLER/McCULLOUGH THERMAL-COIL METER BOX OR APPROVED SUBSTITUTE. 24" AND 27" DIAMETER METER PITS SHALL BE MUELLER/McCULLOUGH EZ-VAULT METER SETTER OR APPROVED MANHOLE DESIGN.
2. SERVICE PIPE MATERIAL SHALL MEET ADOPTED PLUMBING CODE REQUIREMENTS.
3. GRAVEL SHALL CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H AND BE INSTALLED IN GENERAL CONFORMANCE WITH WPWSS SECTION 02231, PART 3.03.
4. METER SHALL BE INSTALLED IN HORIZONTAL ALIGNMENT, WITH METER FACING UP, ONLY.
5. METER PIT SHALL BE PURCHASED FROM AND SUPPLIED BY THE TOWN OF JACKSON.

7 / C3.0 WATER METER PIT (1" OR LESS)
NOT TO SCALE

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Professional Engineer (Civil) BRIAN P. BARNEY 8766 Date 7/13/18 WYOMING

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STRUCTURAL NOTES:

CAST-IN-PLACE CONCRETE:

1. CONCRETE CONSTRUCTION SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 318-11.

2. CAST-IN-PLACE CONCRETE SHALL CONFORM TO:

   Piers: Minimum 28 day compressive strength = 4000 psi
   Entrained Air Content: 6% ±1%
   Slump Range: 2-4 Inches

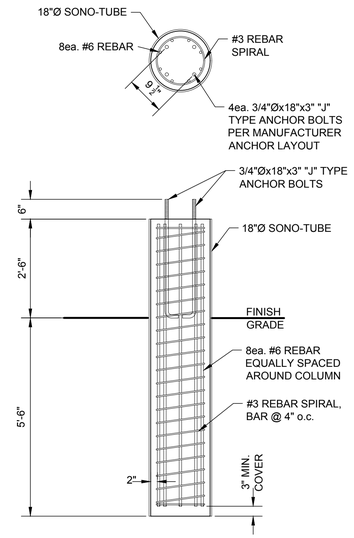
3. CONCRETE COVER OVER REINFORCING BARS SHALL BE 3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, 2" FOR CONCRETE NOT CAST AGAINST BUT PERMANENTLY EXPOSED TO EARTH, 1½" MIN. FOR ALL OTHER CONCRETE EXPOSED TO EARTH OR WEATHER, UNLESS NOTED OTHERWISE IN PLANS.

4. LAP REINFORCING BARS AT SPLICES, CORNERS AND INTERSECTIONS.
   #7 Reinforcing Bars - 3'-0"
   #6 Reinforcing Bars - 2'-6"
   #5 Reinforcing Bars - 2'-0"
   #4 Reinforcing Bars - 1'-8"
   UNLESS OTHERWISE NOTED ON THE FOUNDATION PLAN AND DETAILS.

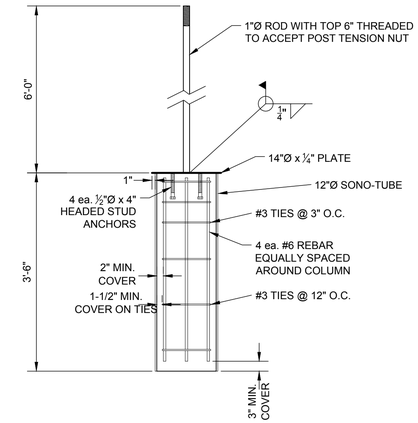
5. USE DEFORMED STEEL BAR CONFORMING TO ASTM A615 GRADE 60, EXCEPT #3 BAR STIRRUPS AND FIELD BENT DOWELS WHICH SHALL BE GRADE 40.

6. ALL REINFORCING IS TO BE SUPPORTED BY CHAIRS OR CONCRETE BRICKS AND SECURELY TIED IN PLACE.

7. REINFORCING STEEL SHALL NOT BE WELDED.



1 S1.0 LIGHT POLE FOUNDATION
NOT TO SCALE



2 S1.0 SCREEN FENCE FOUNDATION
NOT TO SCALE

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LEGEND

- AREA OF NATIVE GRASS SOD
- AREA OF NEW SODDED TURF GRASS LAWN
- AREA OF EXISTING CONCRETE PAVERS TO REMAIN

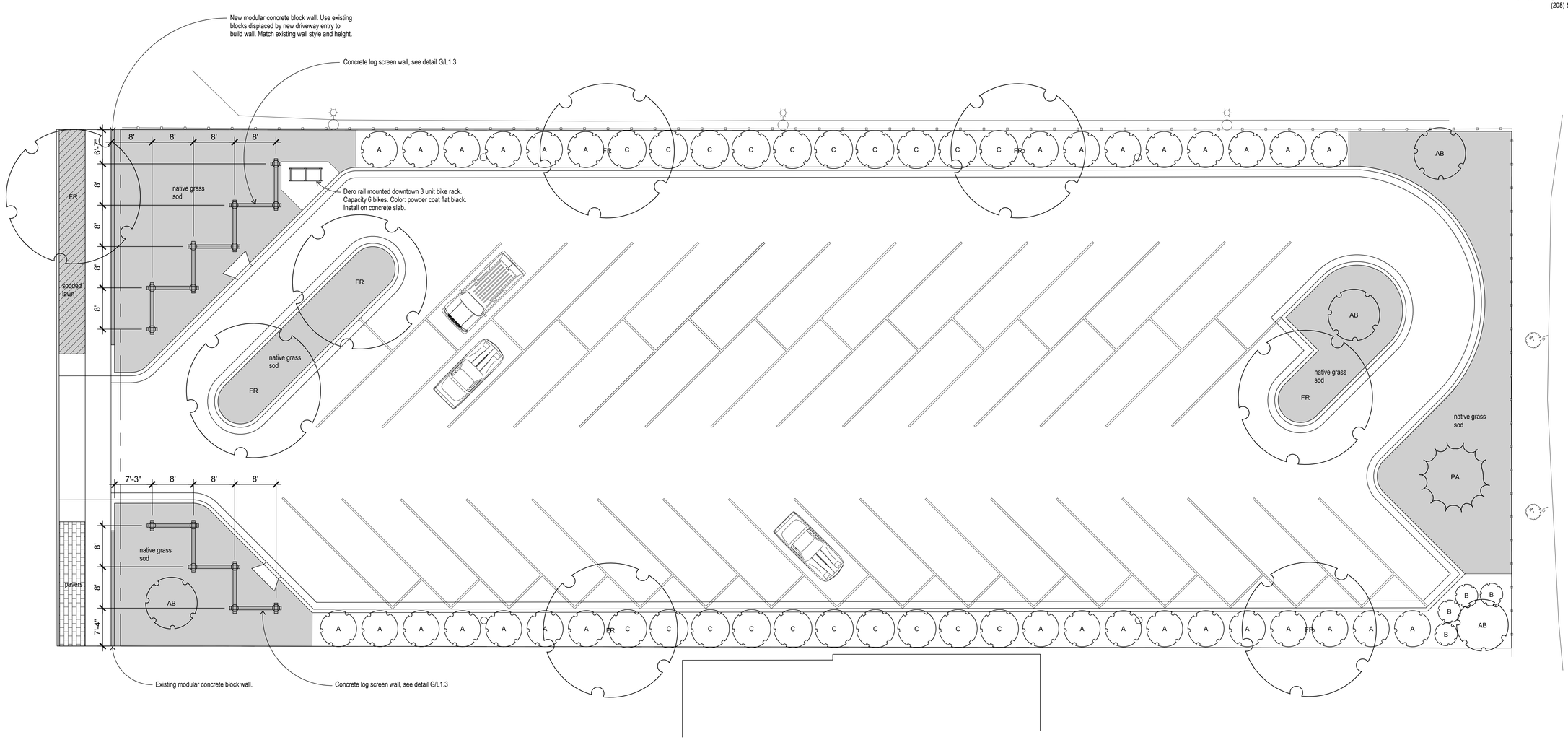
PLANT LIST

Quant	Key	Botanical Name	Common Name	Size
		TREES		
4	AB	Acer ginnala 'Multi Trunk'	Amur Maple Multi Trunk	6'-8' B&B
8	FR	Fraxinus pennsylvanica	Green Ash	3" B&B
1	PA	Picea pungens	Colorado Spruce	6'-8' B&B
		SHRUBS		
31	A	Cornus stolonifera	Red Twig Dogwood	6'-8' B&B
4	B	Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spiraea	5 gal. 12-18"
20	C	Syringa vulgaris	Common Lilac	5 gal.

NOTES

6 PLANT UNITS ARE REQUIRED. THIS PLAN PROPOSES USING ALTERNATE "A" PLANT UNITS WITH THESE SUBSTITUTIONS: ONE SIX BIKE BIKE RACK TO TAKE THE PLACE OF ONE 6'-8' MULTI-STEM TREE, AND ONE 6' SPRUCE TREE TO TAKE THE PLACE OF ONE 6'-8' MULTI-STEM TREE.

6 - PLANT UNIT ALTERNATE "A":
- 6 - 3" CAL. CANOPY TREES
- 36 - 6'-8' LARGE SHRUBS OR MULTI-STEM TREES
- 24 - #5 CONTAINER SHRUBS



NORTH REF

LANDSCAPE PLANTING PLAN
1" = 10'-0"

0 5' 10' 20'
SCALE: 1" = 10'-0"

LICENSED LANDSCAPE ARCHITECT
DAVID V. WEAVER
LA-000116
Date: 07-13-17
STATE OF WYOMING

CTA
JACKSON, WY
p 307.733.9955
f 307.733.9954

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WEAVER & ASSOCIATES PA
LANDSCAPE ARCHITECTURE - LAND PLANNING
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IDAHO FALLS, IDAHO 83404
(208) 529-9504

TETON COUNTY HOSPITAL DISTRICT

30 REDMOND, JACKSON, WY 83001
LOTS 6 & 7 PARKING IMPROVEMENTS

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07.13.18
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LANDSCAPE PLANTING PLAN

L1.1

HEAD SYMBOL LEGEND

KEY	HEAD	GPM REQUIREMENT 90°	180°	270°	360°
⬠	HUNTER PROS-12-PRS40-MP1000	0.21	0.41	0.61	0.84
◇	HUNTER PROS-12-PRS40-MP2000	0.44	0.83	1.23	1.64
△	HUNTER PROS-12-PRS40-MP3000	0.96	2.04	3.06	4.07
○	HUNTER PROS-12-PRS40-MP-CORNER	0.44	0.83	1.23	1.64
◪	HUNTER PROS-12-PRS40-04-MP SIDE OR END			0.25 END; 0.5 SIDE	
⊡	HUNTER PROS-04-PRS40-04-MP SIDE OR END			0.25 END; 0.5 SIDE	

OUTLET SYMBOL LEGEND

KEY	
	NETAFIM TLDL9-12 0.9 GPH DRIPLINE LOOPS WITH TLS-6 SOIL STAPLES 4'O/C
▲	1' & 2' DIA LOOPS, 9 EMITTERS MIN. - .13 GPM
●	1', 2' & 3' DIA LOOPS, 16 EMITTERS MIN. - .27 GPM

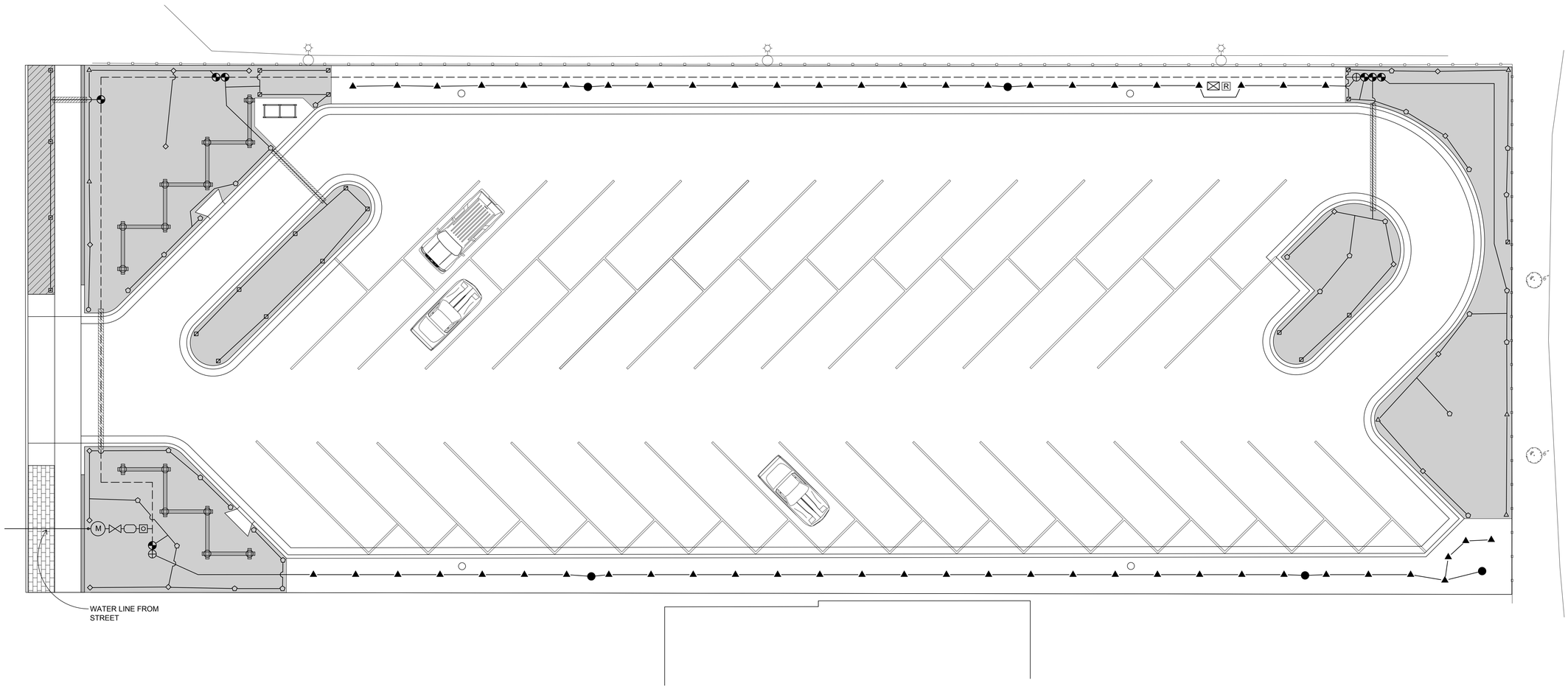
INSTALL NETAFIM TLAVR, AIR / VACUUM RELIEF VALVE IN HIGHEST POINT IN LATERAL LINE AND NETAFIM TLFV, LINE FLUSHING VALVE AT ENDS OF LINES ACCORDING TO NETAFIM RECOMMENDATIONS.

NOTES

COMPLY WITH TOWN OF JACKSON REQUIREMENTS FOR INSTALLATION OF WATER METER, STOP AND WASTE VALVE AND DOUBLE CHECK ASSEMBLY.

LEGEND

- Ⓜ 1" SPRINKLER SYSTEM METER
- ⋈ STOP & WASTE VALVE: MUELLER MARK II ORISEAL, SIZE: 1"
- ▭ BACKFLOW PREVENTER: WATTS DCA-007-QT, SIZE 1"
- ⊠ CONTROLLER: HUNTER I-CORE IC-600-M. LOCATE ON ELECTRICAL H FRAME, SEE ELECTRICAL DRAWINGS
- ⊙ QUICK COUPLER VALVE: RAINBIRD, OR EQ, 33-DRLC
- Ⓡ HUNTER WRF-CLIK RAIN SENSOR, LOCATE ON ELECTRICAL H FRAME
- ◔ CONTROL VALVE: HUNTER PGV-101A 1" ANGLE VALVE
- ⊕ CONTROL VALVE: HUNTER ICZ-101-LF DRIP CONTROL ZONE KIT
- — — — — MAINLINE: HDPE SDR 11 WITH BUTT WELDED FUSION FITTINGS, SIZE 1".
- ———— LATERAL LINE: PE-3408, ASTM D2239, 100 PSI, HIGH DENSITY POLYETHYLENE SIZE: 1" UNLESS OTHERWISE NOTED.
- ▨ SLEEVE OR SLEEVES FOR LINES AND/OR WIRING. SIZES SHOWN ARE PIPE SIZES. SLEEVE SIZE SHALL BE A MINIMUM OF TWO SIZES LARGER THAN PIPE SIZE.



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0 5' 10' 20'
SCALE: 1" = 10'-0"

LICENSED LANDSCAPE ARCHITECT
DAVID V. WEAVER
LA-000176
Date: 07-13-17
STATE OF WYOMING

CTA
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30 REDMOND, JACKSON, WY 83001
LOTS 6 & 7 PARKING IMPROVEMENTS

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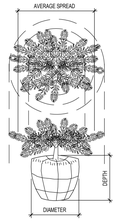
SPRINKLER IRRIGATION PLAN

L1.2



MEASUREMENT SHOULD BE AVERAGE OF PLANT AND NOT THE GREATEST DIAMETER. PLANTS PROPERLY TRIMMED AND TRANSPLANTED SHOULD MEASURE THE SAME IN ANY DIRECTION. IF A PLANT IS UNEVEN, FOR EXAMPLE, 15" THE WIDEST WAY AND 9" THE NARROWEST, IT SHOULD BE CLASSIFIED AS 12" STOCK.

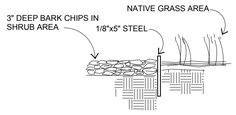
TYPICAL MEASUREMENT FOR PROSTRATE TYPE PLANTS

NOT TO SCALE — A L1.3

NOTE: WELL GROWN MATERIAL WILL IN MOST CASES HAVE A HEIGHT EQUAL TO IF NOT GREATER THAN THE SPREAD. HOWEVER, THE SPREAD SHOULD NOT BE LESS THAN TWO-THIRDS OF THE HEIGHT.

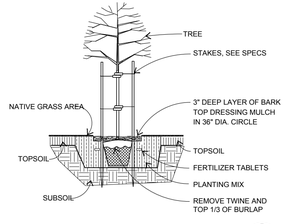
TYPICAL MEASUREMENT FOR BROAD UPRIGHT TYPE PLANTS

NOT TO SCALE — B L1.3



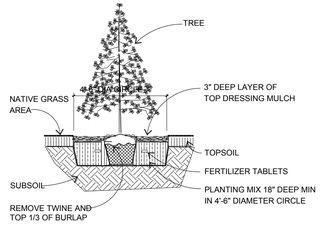
STEEL EDGE DETAIL, TYP

NOT TO SCALE — C L1.3



DECIDUOUS TREE PLANTING DETAIL, TYP

NOT TO SCALE — D L1.3



EVERGREEN TREE PLANTING DETAIL, TYP

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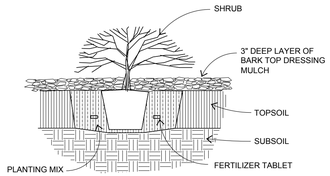

SHRUB PLANTING DETAIL, TYP

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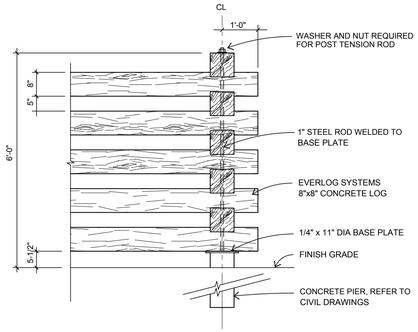
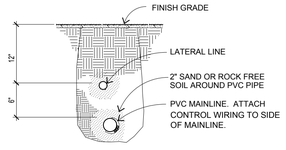


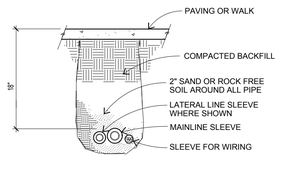
EVERLOG SYSTEMS CONCRETE LOG FENCE, TYP

NOT TO SCALE — G L1.3



TRENCH DETAIL PVC PIPE, TYP

NOT TO SCALE — H L1.3



TRENCH FOR SLEEVES DETAIL, TYP

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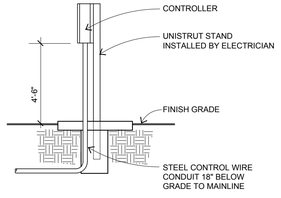

CONTROLLER DETAIL

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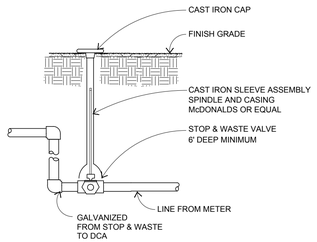
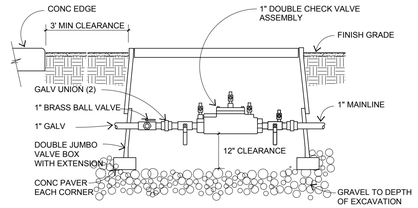


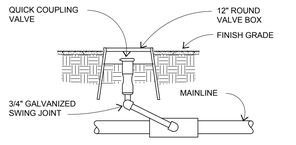
STOP & WASTE VALVE DETAIL

NOT TO SCALE — K L1.3



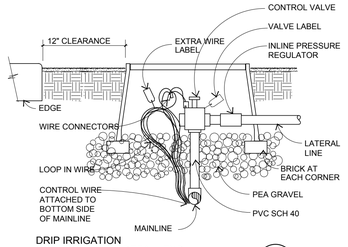
DOUBLE CHECK VALVE DETAIL, TYP

NOT TO SCALE — L L1.3



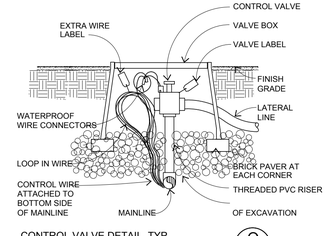
QUICK COUPLING VALVE, TYP

NOT TO SCALE — M L1.3



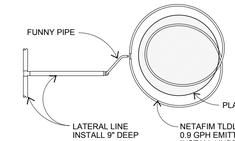
DRIP IRRIGATION CONTROL VALVE DETAIL, TYP

NOT TO SCALE — N L1.3



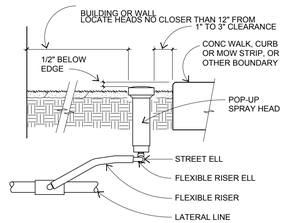
CONTROL VALVE DETAIL, TYP

NOT TO SCALE — O L1.3



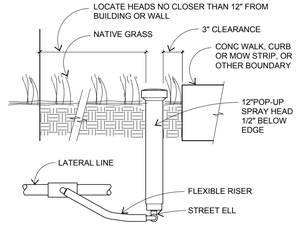
DRIPLINE LOOP DETAIL, TYP

NOT TO SCALE — P L1.3



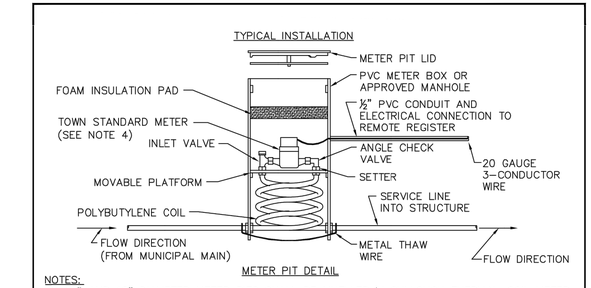
MP NOZZLE ON 4" POP-UP SPRAY HEAD DETAIL, TYP

NOT TO SCALE — Q L1.3



MP NOZZLE ON 12" POP-UP SPRAY HEAD DETAIL, TYP

NOT TO SCALE — R L1.3



METER PIT DETAIL

NOTES:
1. 15" AND 18" DIAMETER METER PITS SHALL BE MUELLER/McCULLOUGH THERMAL-COIL METER BOX OR APPROVED SUBSTITUTE. 24" AND 27" DIAMETER METER PITS SHALL BE MUELLER/McCULLOUGH EZ-VAULT METER SETTER OR APPROVED MANHOLE DESIGN.
2. SERVICE PIPE MATERIAL SHALL MEET ADOPTED PLUMBING CODE REQUIREMENTS.
3. GRAVEL SHALL CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H AND BE INSTALLED IN GENERAL CONFORMANCE WITH WPWSS SECTION 02231, PART 3.03.
4. METER SHALL BE INSTALLED IN HORIZONTAL ALIGNMENT, WITH METER FACING UP, ONLY.
5. METER PIT SHALL BE PURCHASED FROM AND SUPPLIED BY THE TOWN OF JACKSON.

WATER METER PIT (3/4" & 1" SERVICES, TYPICAL OUTDOOR INSTALLATION)	W-114 DATE: *1/16/13*
	SCALE: *NTS*

WATER METER DETAIL

NOT TO SCALE — S L1.3

LICENSED LANDSCAPE ARCHITECT
GREGORY V. WEAVER
WYOMING
Date: 07-13-17
STATE OF WYOMING

CTA

JACKSON, WY
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WEAVER & ASSOCIATES PA

LANDSCAPE ARCHITECTURE - LAND PLANNING
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, IDAHO 83404
(208) 529-9504

TETON COUNTY HOSPITAL DISTRICT

30 REDMOND, JACKSON, WY 83001
LOTS 6 & 7 PARKING IMPROVEMENTS

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DETAILS

L1.3

GRADING

1. Perform grading work required to prepare site for installation of landscaping as described in Contract documents.
2. Contractor shall provide all topsoil. Topsoil shall be fertile, loose, friable, sandy loam with a pH range between 5.5 and 8.0, soluble salts less than 3.0 mmhos/cm, sodium absorption ratio less than 6.0 and organic content greater than one percent. Topsoil shall be free from toxic minerals and chemicals, noxious weeds, rocks larger than one inch in any dimension and other objectionable materials.
3. Before rough grading, dig out weeds from planting areas by their roots and remove from site. Remove rocks larger than 6 inches in size and foreign matter such as building rubble, wire, cans, sticks, concrete, etc.
4. Before placing topsoil in lawn areas, remove construction debris and rocks over 4" diameter.
5. Topsoil depth - 12" in shrub and groundcover planting areas; 5" deep in lawn and native grass planting areas.
6. Elevation of finish grade of amended topsoil after placement and compaction - Lawn areas: one inch below measured to top of sod soil; Groundcover areas: two inches below measured before placing soil pep; shrub areas: 4 inches below measured before placing top dressing mulch.
7. Do not expose or damage existing shrub or tree roots. Slope grade to drain away from building for 12 feet minimum from walls at a slope of 1/2 inch per foot minimum, unless otherwise noted. High point of finish grade at building shall be 6 inches minimum below finish floor level. Direct surface drainage by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top soil and grade to drain properly.

SPRINKLER SYSTEM

1. Location of heads shown on Drawings is approximate. Actual placement may vary slightly as is required to achieve full, even coverage without spraying onto buildings, sidewalks, fences, etc. During layout, consult with Project Manager to verify proper placement and make recommendations where revisions are advisable. Minor adjustments in system layout will be permitted to avoid existing fixed obstructions.
2. Arrange valve stations to operate in an easy-to-view progressive sequence around building. Record sequence on controller lid.
3. As installation occurs, prepare accurate record drawing to be submitted before final inspection, including: detail and dimension changes made during construction, significant details and dimensions not shown in original Contract Documents, field dimensioned locations of valve boxes, quick-coupler valves, control wire runs not in mainline ditch, and both ends of sleeves. Take dimensions from permanent constructed surfaces or edges located at or above finish grade. Take and record dimensions at time of installation. Reduce copy of record drawing to half-size, color key circuits, and laminate both sides with 5 mil thick or heavier plastic. Place laminated drawing with controller.
4. Provide Operations & Maintenance Manual that lists complete instructions for system operation and maintenance, including winterizing.
5. Work and materials shall be in accordance with latest rules and regulations, and other applicable state or local laws. Nothing in Contract Documents is to be construed to permit work not conforming to these codes.
6. Contractor shall include in bid a one year guarantee that shall include: filling and repairing depressions and replacing plantings due to settlement of irrigation trenches for one year following acceptance of Project, a guarantee that the system has been adjusted to supply proper coverage of areas to receive water, a guarantee of replacement for all materials and workmanship that do not function according to manufacturer's specifications and as designed, and that the system can be adequately drained to protect from freeze damage.
7. After system is installed and approved, instruct Owner in complete operation and maintenance.
8. Drain entire system at end of first watering season following installation. Train Owner by having him assist in winterizing procedure.
9. Materials:
   a. Pea Gravel shall be 1/2 inch maximum round, water worn, washed rock.
   b. Native Material shall be soil native to project site free of wood and other deleterious materials and rocks over 1-1/2 inches.
   c. Topsoil - Remove rocks, roots, sticks, clods, debris, and other foreign matter over 1-1/2 inches longest dimension encountered during trenching.
   d. Pipe shall be continuously and permanently marked with Manufacturer's name, size, schedule, type, and working pressure. Pipe sizes shown on Drawings are minimum. Larger sizes may be substituted without additional cost to Owner. Pipe materials shall be as shown on drawings.
   e. Fittings shall be the same material as pipe for PVC pipe, and insert fittings for polyethylene pipe.
   f. Sleeves under parking area and driveway paving shall be Schedule 40 PVC Pipe. All other sleeves shall be Class 200 PVC Pipe. Sleeve diameter shall be two times larger than pipe installed in sleeve. Extend sleeves 6 inches minimum beyond walk or pavement edge.
   g. Sprinkler heads shall conform to requirements shown on Drawings as to type, size, radius of throw, pressure, and discharge. Equals must be approved by Project Manager before bidding. Each type of head shall be product of single Manufacturer.
   h. Sprinkler risers Toro "Funny-pipe" or equal, unless shown otherwise on drawings. Length shall be 14 inches minimum and 24 inches maximum.
   i. Automatic sprinkler control wiring shall be UF-UL listed, color coded copper conductor direct burial cable sized according to controller manufacturer's recommendations. Do not use green color coded wire.
   j. Waterproof wire connectors shall be Blazing BVS series, or equal.
   k. Automatic controller shall be make and model shown on Drawings.
   l. Electric valves shall be make and model shown on Drawings.
   m. Stop valves shall be bronze construction, 150 pound class, threaded connections as shown on drawings.
   n. Backflow prevention device shall be make and model shown on Drawings or as required by local code.
   o. Valve boxes shall be rectangular, heavy duty, with lock top or snap top lids. Boxes shall be large enough for easy removal or maintenance of valves. Use extensions as required. Approved Manufacturers: Ametek or Brooks.
   p. Other components shall be as recommended by Manufacturer and subject to Owner's review and acceptance. Provide components necessary to complete and make system operational.
10. During construction and storage, protect materials from damage and prolonged exposure to sunlight. Work damaged during course of work of this Section shall be replaced or repaired at no additional cost to Owner. If damaged work is new, repair or replacement shall be performed by installer of original work. Do not cut existing tree roots measuring over 2 inches in diameter in order to install sprinkler lines.
11. Drawings show arrangement of piping. Should local conditions necessitate rearrangement, obtain written approval of Owner before proceeding with installation.
12. Pulling of polyethylene pipe is permitted; pulling PVC pipe is not permitted.
13. For PVC pipe, over-excavate trenches 2 inches and bring back to indicated depth by filling with rock-free soil or sand. Separate out rocks larger than 1/2 inch in any direction uncovered in trenching operation from excavated material and remove from areas to receive landscaping. Cover PVC pipe both top and sides with 2 inches of rock-free soil. Remainder of backfill to within 5 inches of finish grade shall be site soil. Top 5 inches of backfill shall be topsoil. Do not cover pressure main fittings until Project Manager has inspected and approved system.
14. Sleeve water lines and control wires under walks and paving. Use one water pipe maximum per sleeve. Sleeve control wiring in separate sleeve. Position sleeves with respect to buildings and other obstructions so pipe can be easily removed.
15. Install piping so system can be completely drained using compressed air. Slope pipes under parking areas or driveways to drain outside these areas.
16. Install pipe in manner to provide for expansion and contraction as recommended by Manufacturer. Unless otherwise indicated on Drawings, install main lines with minimum cover of 18 inches based on finished grade. Install lateral lines with minimum of 12 inches of cover based on finish grade. Install pipe and wires under driveways or parking areas in specified sleeves 18 inches minimum below finish grade or as shown on Drawings.
17. Locate no sprinkler head closer than 12 inches from building foundation. Heads immediately adjacent to lawn edges, walks, or curbs shall be one inch below top of lawn edge, walk, or curb and spaced with a consistent 3 inches clearance between head and lawn edge, walk, or curb.
18. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result. Make solvent weld joints as follows:
   a. Do not make solvent weld joints if ambient temperature is below 40 deg F.
   b. Clean mating pipe and fitting with clean, dry cloth and apply one coat of P-70 primer to each.
   c. Apply uniform coat of 711 solvent to outside of pipe. Apply solvent to fitting in a similar manner. Re-apply light coat of solvent to pipe and quickly insert into fitting.
   d. Twist pipe or fitting a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of fitting socket. Hold in position for 15 seconds minimum or long enough to secure joint.
   e. Wipe off solvent appearing at outer shoulder of fitting. Do not use excessive amount of solvent that may cause obstruction to form on inside of pipe.
   f. Allow joints to set at least 24 hours before applying pressure to PVC pipe.
19. Tape threaded connections for mainline and valves with teflon tape.
20. Do not install polyethylene pipe which has been kinked or damaged.
21. Install controller, control wires, and valves in accordance with Manufacturer's recommendations and according to electrical code.
22. Install valves in rectangular plastic boxes with reinforced heavy duty plastic covers. Do not install more than two valves in single box. Place concrete paver below valve box at each corner. Install gravel below paver to depth of excavation. Install valve box over valve so all parts of valve can be reached for service. Set cover of valve box one inch above finish grade. Valve box shall be reasonably free from dirt and debris.
23. Install control wiring adjacent to mainline. Install a 24" loop of all control wiring in each valve box. Use waterproof wire connectors at splices and locate all splices within valve boxes. Use white or gray color for common wire and other color for all other wire. Each common wire may serve only one controller. Install one extra control wire from panel continuously from valve to valve throughout system similar to common wire for use if a wire fails. Extra wire shall be different color than all other wires and shall be marked in each control box as an extra wire.
24. Backflow prevention device shall be install in accordance with codes.
25. Before installation of sprinkler heads or emitters, open control valves and use full head of water to flush out system. Set sprinkler heads and quick-coupler valves perpendicular to finish grade.
26. Test pressure mainline at 100 psi minimum for 1 hour minimum and make certain there are no leaks before backfilling. Notify Project Manager 2 working days minimum before testing. Adjust heads to proper grade when turf is sufficiently established to allow walking on it without appreciable harm. Such lowering or raising of heads shall be part of original contract with no additional cost to Owner. Adjust sprinkler heads for proper distribution and trim so spray does not fall on building. Adjust watering time of valves to provide proper amounts of water to all plants.

SOIL PREPARATION

1. Take care to avoid conditions which will create hazards. Post signs or barriers as required.
2. After topsoil has been installed and accepted by Project Manager, install fertilizer and compost.
3. Install 16-16-8 fertilizer in lawn and seeded areas at the rate of 10 lbs. per 1,000 sq. ft.
4. Install commercial, weed free compost in lawn and seeded areas with a mixture of one part compost to three parts topsoil.
5. Rototill fertilizer and compost into top 4 inches of top soil until homogeneous mixture results. Fertilizer may be applied during the Hydroseeding process in seeded areas.
6. Notify Project Manager two working days minimum prior to rototilling in any soil additive.
7. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Install wattles as required to direct runoff to established drainage structures. Install U. S. Erosion, or equal, 12" wattles made with 100% weed free wheat straw. Repair or replace damaged areas.

PLANTINGS

1. Plants shall conform to requirements of Plant List and Key on Drawings and to 'Horticultural Standards' of AAN as to kind, size, age, etc.
2. Guarantee shrubs, trees, ground covers, and vines meeting approval at Substantial Completion to live and remain in healthy condition for one year minimum from date landscape installation is accepted as complete.
3. Plant names used in Plant List shall conform to 'Standardized Plant Names' by American Joint Committee on Horticultural Nomenclature except in cases not covered. In these instances, follow custom of nursery trade. Plants shall bear a tag showing the genus, species, and variety of at least 10 percent of each species delivered to site.
4. Plants shall be sound, healthy, vigorous, free from plant disease, insect pests or their eggs, noxious weeds, and have healthy, normal root systems. Container stock shall be well established and free of excessive root-bound conditions. Do not prune plants or top trees prior to delivery.
5. Plant materials shall be subject to approval by Project Manager as to size, health, quality, and character. Bare root trees or shrubs are not acceptable. Provide plant materials from a licensed nursery
6. All plantings are subject to approval by Project Manager before delivery to site.
7. Measure height and spread of all plant materials with branches in their normal position as indicated on Drawings or Plant List. Measurement should be average of plant, not greatest diameter. For example, plant measuring 15 inches in widest direction and 9 inches in narrowest would be classified as 12 inch stock. Plants properly trimmed and transplanted should measure same in every direction. Measure caliper of trees 6 inches above surface of ground. Where caliper or other dimensions of plant materials are omitted from Plant List, plant materials shall be normal stock for type listed. Plant materials larger than those specified may be supplied, with prior written approval of Project Manager, if complying with Contract Document requirements in all other respects, and if at no additional cost to Owner, and if sizes of roots or balls are increased proportionately.
8. Plant materials shall be symmetrical or typical for variety and species and conform to measurements specified in Plant List. Well grown material will generally have height equal to or greater than spread. However, spread shall not be less than 2/3 height.
9. Planting Mix shall be a mixture of three parts topsoil and one part commercial, weed free compost.
10. Planting Tablets shall be 21 gram Agriform 20-10-5.
11. Tree stakes shall be 2" diameter, 8' long Lodgepole pine. Use flex strap tree ties. Tree Guys shall be 1/2" steel stakes and 1/2" poly rope with new rubber hose to protect tree.
12. Bark Chips or Wood Top Dressing Mulch shall be "Fiber-Mulch" douglas fir bark in shrub areas; "Soil pep" in groundcover areas, unless shown otherwise on drawings.
13. Stone Top Dressing Mulch shall be as shown on drawings.
14. Weed barrier fabric shall be DeWitt 4.1 oz. 20 year woven polypropylene, or equal.
15. Before proceeding with work, check and verify dimensions and quantities. Report variations between Drawings and site to Project Manager before proceeding with work.
16. Plant totals are for convenience only and are not guaranteed. Verify amounts shown on Drawings. All plantings shown on Drawings are required unless indicated otherwise.
17. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas.
18. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas. Secure Project Manager's acceptance before planting. Make minor adjustments as may be requested.
19. Interface with other work. Do not plant trees and shrubs until major construction operations are completed and until sprinkler system is completed and approved.
20. If underground construction work or obstructions are encountered in excavation of planting holes, Project Manager will select alternate locations.
21. Install plants in holes at least three times greater in diameter than root ball or container. Holes for shrubs shall be deep enough to allow one inch of tamped planting mix beneath root ball. Holes for trees shall be one inch deeper than bottom of root ball. Do not use soil that has been taken from excavation of holes for landscaping purposes.
22. Remove binders and containers. Remove top 1/3 of wire basket, burlap and plastic twine binders.
23. Plant immediately after removing binding material and containers. Place trees and shrubs in holes so, after watering and settling, top of root ball shall be approximately one inch higher than finished grade. Properly cut off broken or frayed roots. Center plant in hole and backfill with specified planting mix. Make ring of mounded soil around hole's perimeter to form a temporary watering basin.
24. Install planting tablets in relation to root ball as recommended by manufacturer in plant pit as follows:
   a. One Gallon Shrub - 1 Tablet
   b. 5 Gallon Shrub/Tree - 3 Tablets
   c. 24" Shrub/Tree - 6 Tablets
   d. 36" Tree - 8 Tablets
   e. 48" Tree - 12 Tablets
   f. 60" Tree - 18 Tablets
   g. 90" Tree - 24 Tablets
25. Settle by firming and watering to bring top of ball down to one inch higher than surrounding soil. Make adjustments in positions of plants as directed by Project Manager. Thoroughly water trees and shrubs immediately after planting.
26. Install adequate support for trees. Guy trees 3" caliper or larger. Place tree guys 6 to 12 inches below crotch of main tree canopy.
27. After plantings are accepted by Project Manager, remove temporary watering basins and rake planting area smooth. Install weed barrier fabric as indicated on drawings. Mulch shrub planting areas with specified top dressing mulch 3" deep unless shown otherwise. Install soil pep top dressing mulch 1" deep in perennial planting areas unless shown otherwise. Place top dressing mulch to uniform depth and rake to neat finished appearance.

SEEDING

1. Do not install seeding until planting and sprinkler system work has been completed and approved. Do not install seed if ground is frozen. Install seed mixture as shown below.
2. Provide certificate of weight, purity, and germination rate.
3. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas. Keep site well drained and landscape excavations dry.
4. Seven days maximum prior to seeding:
   a. Loosen area 3 inches deep, dampen thoroughly, and cultivate to properly break up clods and lumps. Remove from site clods, rocks, weeds, roots, and debris.
   b. Install topsoil to specified depth and thoroughly mix amendments into top 4" of topsoil.
   c. Grade and shape area to receive seed to bring surface to true uniform planes free from irregularities and to provide drainage and proper slope to catch basins.
   d. Rake or scarify and cut or fill irregularities that develop as required until area is true and uniform, free from lumps, depressions, and irregularities.
5. Final grade of soil after seeding is complete shall be one inch below top of adjacent pavement or edge of any kind.
6. Apply seed slurry with a hydraulic seeder evenly in two intersecting directions. Install seed at the rate of one lb per 1,000 sq. ft., 16-16-16 fertilizer at the rate of 10 lbs per 1,000 sq. ft. and mulch at the rate of one 50 lb bale per 1,000 sq. ft. or as shown. Seed shall be as shown on drawings.
7. Seeded areas will be accepted at final inspection if seeded areas are properly established and seed is free of bare and dead spots and without weeds.
8. Areas seeded after October 31st will be accepted following spring (June 1st) approximately one month after start of growing season if specified conditions have been met.
9. Replace damaged areas at no additional cost to Owner.
10. Immediately clean up any soil or debris spilled onto pavement and dispose of all deleterious materials.
11. Provide adequate protection of seeded areas against trespassing, erosion, and damage of any kind. Remove this protection after sodded areas have been accepted by Project Manager.

SODDING

1. Cut and lift sod by approved methods. Cut sod in pieces approximately 3/4 to one inch thick. Roll or fold sod so it may be lifted and handled without breaking or tearing and without loss of soil.
2. Schedule deliveries to coincide with topsoil operations and laying. Keep storage at job site to minimum without causing delays. Deliver, unload and store sod on pallets within 24 hours of being lifted. Do not deliver small, irregular or broken pieces of sod.
3. During wet weather, allow sod to dry sufficiently to prevent tearing during lifting and handling. During dry weather, protect sod from drying. Water as necessary to insure vitality and to prevent excess loss of soil in handling. Sod which dries out will be rejected.
4. Do not commence installation of sod until planting and sprinkler system work has been completed and approved. Do not install sod after October 31 or before March 15.
5. Sod shall be superior sod grown from certified, high quality, seed of known origin or from plantings of certified grass seed. Assure satisfactory genetic identity and purity. Assure over-all high quality and freedom from noxious weeds or an excessive amount of other crop and weedy plants at time of harvest. Sod shall be a blend of three or more types Kentucky Bluegrass for turf. Native grass sod shall be equal to Teton Turf native grass sod, or as shown on drawings.
6. Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas. Keep site well drained and landscape excavations dry.
7. Seven days maximum prior to sodding:
   a. Loosen area 4 inches deep, dampen thoroughly, and cultivate to properly break up clods and lumps. Remove clods, rocks, weeds, roots and debris.
   b. Install topsoil to specified depth and thoroughly mix amendments into top 4" of topsoil.
   c. Grade and shape area to receive sod to bring surface to true uniform planes free from irregularities and to provide drainage and proper slope to catch basins.
   d. After lawn areas have been prepared, take no heavy objects over them except lawn rollers.
   e. After preparation of lawn areas and with topsoil in semi-dry condition, roll lawn planting areas in two directions at approximately right angles with approved grading equipment.
   f. Rake or scarify and cut or fill irregularities that develop as required until lawn area is true and uniform, free from lumps, depressions, and irregularities.
8. Final grade of soil after sodding of lawn areas and wildflower sod areas is complete shall be one inch below top of adjacent pavement of any kind.
9. Lay sod during growing season. Sodding during dry summer period, at freezing temperatures, or over frozen soil is not acceptable. Lay sod within 36 hours of being lifted. Lay sod in rows with joints staggered. Butt sections closely without overlapping or leaving gaps between sections. Cut out irregular or thin sections with a sharp knife. Lay sod flush with adjoining existing sodded surfaces. Do not sod slopes steeper than 3:1. Consult with Project Manager for alternate treatment.
10. After sodding of lawn is complete roll horizontal surface areas in two directions perpendicular to each other. Repair and re-roll areas with depressions, lumps, or other irregularities. Heavy rolling to correct irregularities in grade will not be permitted.
11. Water sodded areas immediately after sod laying to obtain moisture penetration through sod into top 4 inches of topsoil.
12. Sodded areas will be accepted at final inspection if sodded areas are properly established, if sod is free of bare and dead spots and without weeds, if no surface soil is visible when grass has been cut to height of 2 inches, and when sodded lawn areas have been mowed a minimum of once.
13. Areas sodded after October 1st will be accepted following spring (July 1st) approximately one month after start of growing season if specified conditions have been met.
14. Replace damaged areas at no additional cost to Owner.
15. Immediately clean up any soil or debris spilled onto pavement and dispose of all deleterious materials.
16. Provide adequate protection of sodded areas against trespassing, erosion, and damage of any kind. Remove this protection after sodded areas have been accepted by Project Manager.

MAINTENANCE

1. Maintain landscaping from completion of landscape installation to 30 days after Substantial Completion Meeting. If Substantial Completion Meeting occurs between September 1st and May 1st, then maintenance period shall extend to the following June.
2. Maintain seeded areas until seed has germinated and filled in. Water as required. Re-fertilize using 16-16-0 at the rate of 10 lbs. per 1,000 s.f. three weeks after seeding.
3. Maintain sodded native grass areas until lawn complies with specified requirements and throughout maintenance period. Water sodded areas in sufficient quantities and at required frequency to maintain sub-soil immediately under sod continuously moist 3 to 4 inches deep. Mow once at the end of growing season. Mow to a height of 6". A minimum of one mowing is required. Re-fertilize at the rate of 10 lbs. per 1,000 s.f. three weeks after sodding.
4. Maintain sodded turf areas until lawn complies with specified requirements and throughout maintenance period. Water sodded areas in sufficient quantities and at required frequency to maintain sub-soil immediately under sod continuously moist 3 to 4 inches deep. Mow turf grass the first time when it reaches 3 inches high. Continue to mow at least once each week throughout maintenance period. Remove clippings. A minimum of one mowing is required. Re-fertilize at the rate of 10 lbs. per 1,000 s.f. three weeks after sodding.
5. Maintain trees, shrubs and groundcover by pruning, cultivating, and weeding as required for healthy growth. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical positions as required. Spray as required to keep trees and shrubs free of insects and disease. Provide supplemental water by hand as needed in addition to water from sprinkling system.
6. Project Manager will inspect landscaping installation approximately 2 weeks before Substantial Completion. Replace landscaping that is dead or appears dead as directed by Project manager within 10 days of notification and before Substantial Completion.
   a. Seeded areas that do not germinate and fill in shall be re-seeded and guaranteed and maintained an additional 30 days from date of re-seeding.
   b. Sodded lawn that does not live shall be replaced and guaranteed and maintained an additional 30 days from date of replacement.

LICENSED LANDSCAPE ARCHITECT
GREGORY V. WEAVER
LANDSCAPE
Date: 07-13-17
STATE OF WYOMING

COPYRIGHT WEAVER& ASSOCIATES PA
DESIGN AND DRAWING NOT TO BE USED WITHOUT THE WRITTEN PERMISSION OF WEAVER & ASSOCIATES PA
THE PROFESSIONAL SERVICES OF WEAVER & ASSOCIATES PA ARE UNDERTAKEN FOR AND PERFORMED IN THE INTEREST OF THE ARCHITECT. NO CONTRACTUAL OBLIGATION IS ASSUMED BY WEAVER & ASSOCIATES PA FOR THE BENEFIT OF ANY OTHER PERSON INVOLVED IN THE PROJECT

WEAVER & ASSOCIATES PA
LANDSCAPE ARCHITECTURE - LAND PLANNING
1605 SOUTH WOODRUFF AVENUE
IDAHO FALLS, IDAHO 83404
(208) 529-9504

CTA
JACKSON, WY
p 307.733.9955
f 307.733.9954

30 REDMOND, JACKSON, WY 83001
LOTS 6 & 7 PARKING IMPROVEMENTS
TETON COUNTY HOSPITAL DISTRICT

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PERMIT SET

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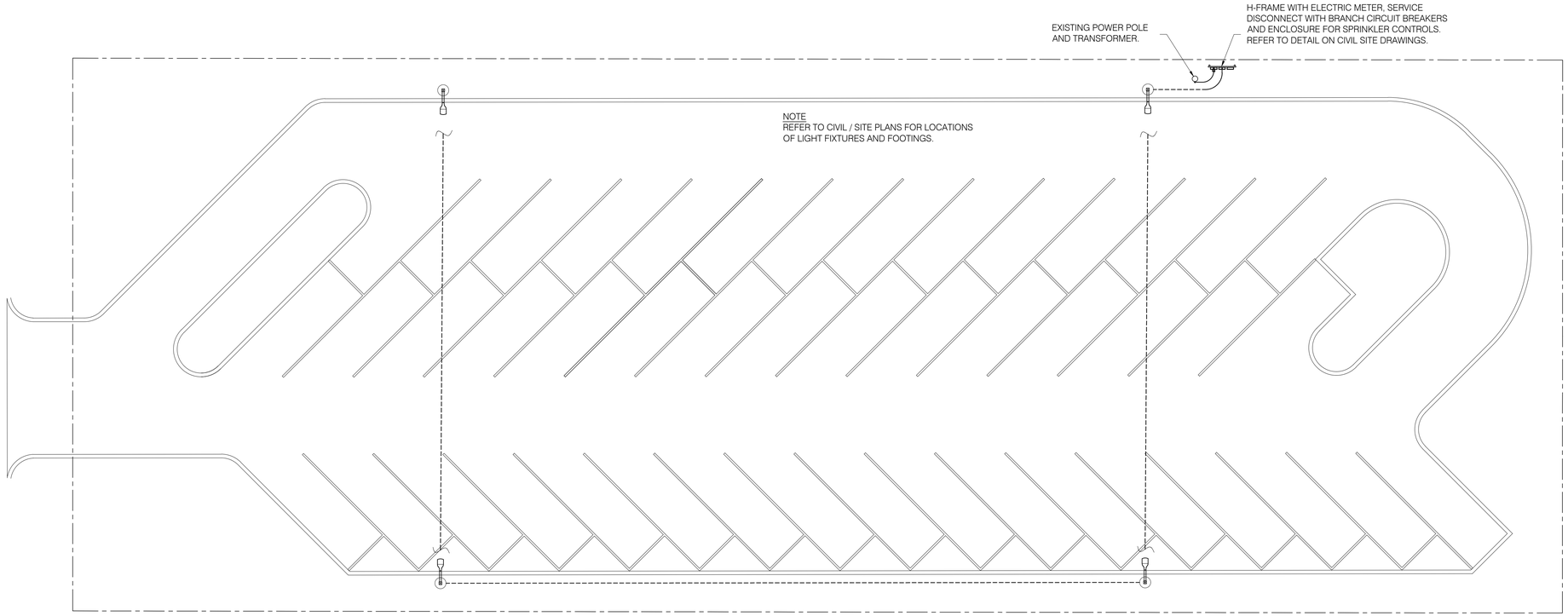
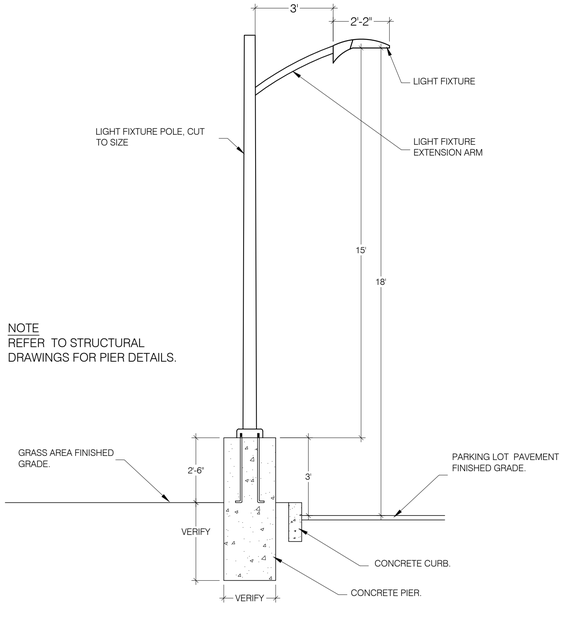
SPECIFICATIONS

L1.4



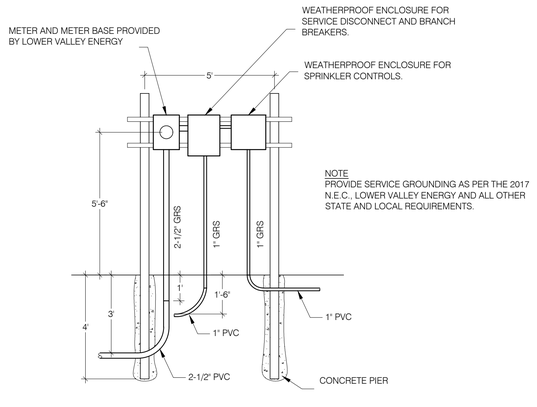
LIGHTING ELECTRICAL PLAN

SCALE 1" = 10'



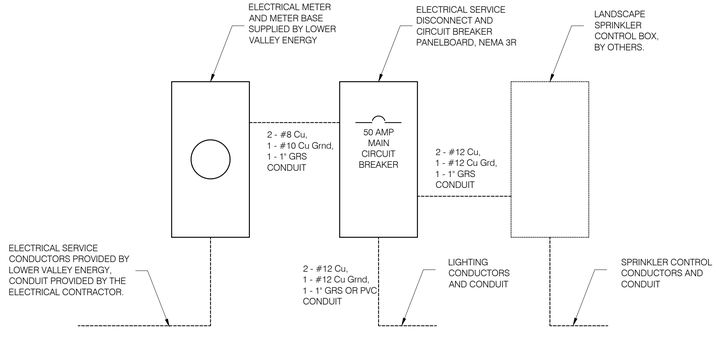
LIGHT FIXTURE INSTALLATION SCHEMATIC

NO SCALE



ELECTRICAL SERVICE H-FRAME

NO SCALE



ELECTRICAL ONE-LINE DIAGRAM

NO SCALE

CTA

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p 307.733.9955
f 307.733.9954

30 REDMOND, JACKSON, WY 83001
LOTS 6 & 7 PARKING IMPROVEMENTS

TETON COUNTY HOSPITAL DISTRICT

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ELECTRICAL PLANS
AND DETAILS

E-1

DIVISION 16 ELECTRICAL
SECTION 16010
GENERAL PROVISIONS

1.01 SCOPE OF WORK

A. WORK SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY FOR THE INSTALLATION OF A COMPLETE AND OPERATING ELECTRICAL SYSTEM AS REQUIRED BY THE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS.

B. THE OMISSION OF EXPRESS REFERENCE TO ANY WORK NECESSARY OR REASONABLY INCIDENTAL TO A COMPLETE INSTALLATION DOES NOT RELEASE THE CONTRACTOR FROM PROVIDING SUCH WORK.

C. ALL MATERIALS SHALL CONFORM TO CURRENT APPLICABLE INDUSTRY STANDARDS. WORKMANSHIP AND NEAT APPEARANCE SHALL BE AS IMPORTANT AS THE ELECTRICAL OPERATION. DEFECTIVE OR DAMAGED MATERIALS SHALL BE REPLACED OR REPAIRED PRIOR TO FINAL ACCEPTANCE.

D. ALL ELECTRICAL MATERIALS SHALL BE LABELED OR LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

E. THE LATEST ADDITION OF THE NATIONAL ELECTRIC CODE IS THE MINIMUM GUIDELINE.

1.02 SPECIAL REQUIREMENTS

A. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS TO LIGHTING SYSTEM, SPRINKLER SYSTEM AND MISCELLANEOUS APPARATUS IN ORDER TO COMPLETE THE ELECTRICAL SYSTEM.

B. THE DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF OUTLETS, SWITCHES, PANELBOARDS AND OTHER WORK. DATA PRESENTED ON THESE DRAWINGS IS AS ACCURATE AS PLANNING CAN DETERMINE, BUT FIELD VERIFICATION OF ALL DIMENSIONS, LOCATIONS, LEVELS, ETC. TO SUIT FIELD CONDITIONS IS REQUIRED TO BE PERFORMED BY THE ELECTRICAL CONTRACTOR. REVIEW ALL ARCHITECTURAL AND CIVIL / SITE DRAWINGS AND SPECIFICATIONS PRIOR TO BIDDING PROJECT.

C. THE COMPLETE INSTALLATION SHALL COMPLY WITH REQUIREMENTS OF THE UTILITY COMPANY FURNISHING SERVICE TO THIS INSTALLATION. APPLICABLE CODES AND ORDINANCES TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT.

D. THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT SHALL BE LEFT IN PROPER WORKING ORDER. REPLACE, WITHOUT ADDITIONAL COST, ANY WORK, MATERIAL OR EQUIPMENT WHICH DEVELOPS DEFECTS IN DESIGN OR WORKMANSHIP WITHIN ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

E. ALL EQUIPMENT SHALL BE NEW AND UL LABELED.

1.03 CONSTRUCTION LIGHTING AND POWER

A. PROVIDE ALL TEMPORARY FACILITIES REQUIRED TO SUPPLY CONSTRUCTION POWER AND LIGHT. INSTALL AND MAINTAIN FACILITIES IN A MANNER THAT WILL PROTECT THE PUBLIC AND WORKMEN. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

B. SIZE AND ARRANGEMENT OF THE TEMPORARY SERVICE SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.

C. UPON COMPLETION OF THE WORK, REMOVE ALL TEMPORARY FACILITIES FROM THE SITE.

D. THE GENERAL CONTRACTOR SHALL PAY FOR ALL POWER AND LIGHT USED BY HIM AND HIS SUBCONTRACTORS WHERE CONSTRUCTION POWER IS SEPARATELY METERED, OR IS TAKEN FROM PERMANENT PROJECT METERED SERVICE SOLELY FOR CONSTRUCTION USE.

1.04 COORDINATION

A. ALL UTILITY COMPANY SERVICE REQUIREMENTS SHALL BE SCHEDULED IN ADVANCE SO THAT THE PROJECT IS NOT DELAYED.

B. ANY CHANGES OR DEVIATIONS FROM THE DRAWINGS AND SPECIFICATIONS MUST BE APPROVED IN ADVANCE BY THE ARCHITECT AND THE OWNER. ALL ERRORS IN INSTALLATION SHALL BE CORRECTED AT NO EXPENSE TO THE OWNER.

C. UPON COMPLETION OF WORK, ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED COMPLETE, THOROUGHLY CHECKED AND ADJUSTED.

1.05 PERMITS

A. OBTAIN AND PAY FOR ALL PERMITS, FEES, LICENSES AND INSPECTIONS REQUIRED FOR THIS DIVISION.

1.06 TRENCHING AND BACKFILLING

A. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION WITH THE GENERAL CONTRACTOR FOR ELECTRICAL TRENCHING.

B. VERIFY LOCATION OF EXISTING UTILITIES AND, IF DAMAGED BY THIS CONTRACTOR, REPLACE OR REPAIR.

1.07 ELECTRICAL COMPLETION

A. PROVIDE AS-BUILT DRAWINGS OF POWER AND LIGHTING PLANS SHOWING CIRCUITING.

B. PROVIDE TYPEWRITTEN DIRECTORY CARDS ON ALL PANELS. LABEL SERVICE DISCONNECTS AND PANELS INDICATING VOLTAGE AND PHASE.

C. REMOVE ALL MATERIALS, SCRAP, ETC. RELATIVE TO THE ELECTRICAL INSTALLATION AND LEAVE THE PREMISES AND ALL EQUIPMENT, LAMPS, FIXTURES, ETC. IN A CLEAN, ORDERLY AND OPERATING CONDITION.

1.08 OPERATING AND MAINTENANCE MANUAL AND INSTRUCTIONS

A. DELIVER ONE OPERATING AND MAINTENANCE MANUAL TO THE ARCHITECT ON COMPLETION OF THE WORK.

B. THE O & M MANUAL SHALL INCLUDE MANUFACTURER'S LITERATURE AND WARRANTIES FOR THE FOLLOWING EQUIPMENT: 1) ELECTRICAL SERVICE AND DISTRIBUTION EQUIPMENT; 2) LIGHT FIXTURES;

C. INSTALL OWNER'S O & M MANUAL IN A THREE RING BINDER INCLUDING A TYPED TABLE OF CONTENTS AND TABBED DIVIDER SHEETS FOR EACH SECTION.

D. INSTRUCT OWNER REGARDING OPERATION AND MAINTENANCE OF ALL ELECTRICAL SYSTEMS TO THE SATISFACTION OF THE OWNER.

1.09 PROJECT RECORD DRAWINGS

A. PROVIDE THE ARCHITECT WITH ONE CLEAN SET OF PLANS AND SPECIFICATIONS. SHOW ALL POWER AND LIGHTING CIRCUITING AND ANY CHANGES IN DEVICE LOCATIONS.

1.10 WARRANTY:

A. ALL MATERIALS AND EQUIPMENT SHALL BE NEW UNLESS OTHERWISE SPECIFIED. GUARANTEE ALL WORKMANSHIP, MATERIAL AND EQUIPMENT AND REPLACE ANY MATERIALS AND/OR EQUIPMENT FOUND DEFECTIVE WITHOUT COST TO OWNER FOR ONE YEAR AFTER FINAL ACCEPTANCE.

END OF SECTION 16010

SECTION 16100
BASIC MATERIALS

1.01 OUTLET BOXES

A. NOT APPLICABLE.

1.02 WIRE AND CABLE

A. CONDUCTORS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF UL AND IPECAC STANDARDS. MINIMUM CONDUCTOR SIZE SHALL BE NO. 12 AWG FOR LIGHT AND POWER.

B. ALL GENERAL BUILDING WIRING SHALL BE COPPER. FEEDERS FROM MAIN DISTRIBUTION PANEL TO BRANCH PANELS SHALL BE COPPER. FEEDERS SHALL BE INSTALLED IN CONDUIT.

C. CONDUCTOR INSULATION TYPES SHALL BE RATED FOR THE TYPE OF AREA USED AND SHALL BE ACCEPTED BY THE NEC.

1.03 WIRING DEVICES

A. NOT APPLICABLE.

1.04 LIGHTING

A. NOT APPLICABLE.

B. PROVIDE LIGHTING EQUIPMENT AS SHOWN ON THE FIXTURE SCHEDULE. PROVIDE COMPLETE LIGHTING EQUIPMENT INCLUDING SUPPORTING BRACKETS, HOLDERS, LENS, ETC.

C. SECURE ALL FIXTURES FROM BUILDING MEMBERS CAPABLE OF SAFELY CARRYING THE WEIGHT INTENDED.

D. FIXTURE WIRE SHALL CONFORM TO UL LISTINGS AND BE CONCEALED WITHIN FIXTURE CONSTRUCTION.

E. ALL LUMINAIRE LENSES AND LAMPS SHALL BE CLEANED AND OPERABLE PRIOR TO FINAL ACCEPTANCE BY THE OWNER.

1.07 EQUIPMENT

A. NOT APPLICABLE.

END OF SECTION 16100

SECTION 16350
SERVICE AND DISTRIBUTION

1.01 METERING FACILITIES

A. METERS, METER BOXES AND CURRENT TRANSFORMERS ARE TO BE PROVIDED BY THE UTILITY COMPANY. THIS CONTRACTOR SHALL MAKE ALL CONTACTS WITH THE UTILITY COMPANY TO PROVIDE THE NEW SERVICE, AS REQUIRED.

1.02 GROUNDING

A. SERVICE EQUIPMENT, PANELS, FIXTURES, ETC. SHALL BE PROPERLY GROUNDED IN ACCORDANCE WITH THE LATEST ISSUE OF THE NATIONAL ELECTRIC CODE AND ALL OTHER STATE AND LOCAL REQUIREMENTS. PROVIDE ALL WIRE, CLAMPS, GROUNDING RODS, ETC. AS REQUIRED FOR COMPLETE GROUNDING.

1.03 PANELBOARDS

A. PROVIDE DEAD-FRONT, CIRCUIT BREAKER TYPE PANELS WITH THE SIZE AND NUMBER OF BRANCHES INDICATED. PROVIDE HINGED DOOR AND FLUSH CATCH AND LOCK. BREAKERS SHALL BE THERMAL MAGNETIC TYPE. PANELBOARDS SHALL HAVE A GROUNDING LUG FOR THE EQUIPMENT GROUNDING SYSTEM. PANELS SHALL MEET NEC REQUIREMENTS AND BE UL LISTED.

B. PANELBOARD CABINETS AND FRONTS SHALL BE CODE GAUGE GALVANIZED STEEL. PANELBOARD FRONTS SHALL INCLUDE A HINGED STEEL DOOR, CATCH AND SPRING LOADED DOORPULL AND LOCK. FRONTS AND DOORS SHALL HAVE A GRAY BAKED ENAMEL FINISH.

1.04 SERVICE DISCONNECTS

A. PROVIDE ENCLOSED SERVICE DISCONNECT WHERE INDICATED ON DRAWINGS.

B. SIZE DISCONNECTS TO MEET NEC REQUIREMENTS.

1.05 LABELING

A. NOT APPLICABLE.

END OF SECTION 16350

LIGHT FIXTURE SCHEDULE:

COMPONENT	MANUFACTURER CATALOG #	LAMP	VOLTS	WATTS	LUMENS	COMMENTS
LIGHT FIXTURE HEAD	LITHONIA: DSXO-LED-P1-30-BLC-MVOLT NLTAIR2-PIRHN-FAO-BLACK	LED, LED,	120	38	3585	
LIGHT FIXTURE POLE WITH EXTENSION ARM	LITHONIA: RTSU20-6.1-11--14S-BC-BLACK					PROVIDE 3' EXTENSION ARM. 20' POLE CUT TO SIZE.

SERVICE DISC. AND C.B. PANEL

LOCATION: ON "H" FRAME — MTG: SURFACE — NEMA: 3R

BUS AMPS: 100 — VOLTS: 120 / 240 — PHASE: 1 — WIRES: 3 — A.I.C.: 10,000

MAIN BREAKER: 50A MCB — FEEDERS: 2-#8, 1-#6 G — CONDUIT: 2-1/2"

CKT No.	LOAD DESCRIPTION	LOAD (WATTS)	C.B. (AMP/POLE)	A	B	C.B. (AMP/POLE)	LOAD (VA)	LOAD DESCRIPTION	CKT No.
1	LIGHT FIXTURES	152	20/1	•					2
3	SPRINKLER CONTROLS	1	20/1		•				4
5									6
7				•					8
9					•				10
11									12

WATTS PER PHASE: A= 152 W — B= 0 W

CONNECTED: 152 WATTS, 1.27 AMPS — DEMAND: 190 WATTS, 1.58 AMPS

MANUFACTURER AND MODEL: SQUARE D LOAD CENTER

CTA
JAC□S□N, W□
p 307.733.□□55
f 307.733.□□54

30 REDM□ND, JAC□S□N, W□ 83001
L□TS 6 □ 7 PAR□ING IMPR□VEMENTS

TETON COUNTY HOSPITAL DISTRICT

2018 □ ALL RIGHTS RESERVED

PERMIT SET

7.13.18
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REVISI□NS

ELECTRICAL
SCHEDULES AND
SPECIFIFATIONS

E-2

GRADING PERMIT APPLICATION

Planning & Building Department
Planning Division

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

ph: (307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date Received: _____

Check # _____ Credit Card_____ Cash_____ Permit No. _____

Application #s _____ _____ _____

INSTRUCTIONS.

A grading permit shall be submitted to describe the site grading, erosion controls, and stormwater management that will be used to meet the requirements of the Town of Jackson Land Development Regulations (LDRs). A grading permit is required for all land disturbing activities, e.g. *excavation and piles for structures, roadways, utilities, cut and fill slopes, stockpiles, building material storage area, paving, etc. unless explicitly exempted LDRs. The grading plan permit shall be consolidated and reviewed concurrently with any other applications for development of subject property, e.g. building permit.*

Complete all portions of the application. All items shall be shown or noted on the plans, including not applicable items. Sign the application. Include all attachments. Submit the application to the Planning and Building office at Town Hall.

PROJECT.

Name/Description: SJMC Parking Lot

Physical Address: 30 Redmond St.

Lot, Subdivision: Lots 6 & 7, Block 1 Redmond Addition PIDN: 22-41-16-34-1-11-005

TYPE OF APPLICATION: X NEW _____REVISION (Original Permit No. _____)

OWNER.

Name: Teton County Hospital District dba St. John's Hospital - Jim Johnston Phone: (307) 739-7488

Mailing Address: P.O. Box 428, Jackson, WY ZIP: 83001

E-mail: jjohnston@tetonhospital.org

APPLICANT/AGENT.

Name: CTA Architects - Brett Bennett Phone: (307) 733-9955

Mailing Address: 1110 Maple Way, Ste. F, Jackson, WY ZIP: 83001

E-mail: brettbennett@ctagroup.com

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

DESIGNATED PRIMARY CONTACT.

_____Owner X Applicant/Agent *(a Letter of Authorization must accompany the application)*

CONTRACTOR.

Name: T.B.D. Phone:

Mailing Address: ZIP:

E-mail: License:

ENGINEER or LANDSCAPE ARCHITECT. *Required for Plan Level Submittals*

Name: Jorgensen Associates, P.C. - Brian Barney Phone: (307) 733-5150

Mailing Address: P.O. Box 9550, Jackson, WY ZIP: 83002-9550

E-mail: bbarney@jorgensenassociates.com License:

PROJECT DESCRIPTION AND PURPOSE. (i.e. Existing Use, Residential, Non-Residential, Retaining Wall, Paving, Staging, etc.)

Construction and grading of a new asphalt parking lot and access.

Estimated Cost of Construction:

TYPE OF PERMIT DETERMINATION (5.7.1.D).

There are two levels of grading permit.

1. Statement Level Grading Permit. The purpose of the statement level grading permit is to allow the Town Engineer to review land disturbances that, while small in area, may impact other landowners and the environment.

2. Plan Level Grading Permit. All plan level grading permit applications shall be prepared by a professional engineer or landscape architect registered in the State of Wyoming, unless exempted by the Land Development Regulations.

%	Existing lot average cross-slope (in any direction).	%	Percent of the site covered by impervious surfaces.

Below, identify the area of disturbance in each slope category:

Existing Slope of the Project Area	***Area to be Disturbed (sf)***	***Threshold***		
		Exempt	***Statement***	***Plan***
TOTAL DISTURBANCE	27,630 SF	See below	If disturbing at least 600 sf but less than 1,000 sf.	If disturbing 1,000 sf or more.
5% or less	27,630 SF	If disturbing less than 600 sf.	If disturbing at least 600 sf but less than 1,000 sf.	If disturbing 1,000 sf or more.
More than 5% up to15%		If disturbing less than 400 sf.	If disturbing at least 400 sf but less than 800 sf.	If disturbing 800 sf or more.
More than 15%		No exemption.	If disturbing 400 sf or less.	If disturbing more than 400 sf.

A plan level Grading Permit is required for any land disturbance proposed in conjunction with impervious coverage on 41% or more of a site.

Type of Permit: X **PLAN LEVEL** _____ **STATEMENT LEVEL** Required permit shall be the most rigorous requirement that applies.

RETAINING WALLS AND FACINGS:

Are there retaining walls or facings: _____ **Yes** (Grading consolidated Building Permit is Required per below) X **No**

Height is measured from the bottom of the foundation and administered under the building codes.

Non-Residential: All retaining walls or facings shall be designed by a professional engineer registered in the State of Wyoming in accordance with the IBC and grading shall be submitted with a building permit.

Residential: All retaining walls or facings shall be designed by a professional engineer registered in the State of Wyoming in accordance with the IRC and grading shall be submitted with a building permit when in excess of 48 inches.

Contact the Building Department for further information regarding the building codes.

FLOODPLAINS AND SPECIAL FLOOD HAZARD AREAS.

Is the site or structure located in a floodplain or in close proximity to Cache Creek or Flat Creek?: _____ Yes ___X___ No

A Floodplain Development Permit is required before construction or development begins within any Special Flood Hazard Area (SFHA). Development is any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Development within the flood way is prohibited. Fill is prohibited within the floodway unless it has been demonstrated and certified that it will not result in any increase in flood levels. If you are unsure if your site is located within the 100- year floodplain, please contact the Floodplain Administrator, 307 733-3079.

Buildings located within the 100 year floodplain are required to provide an elevation certificate (FEMA Form No. 3067-0077) proving the first floor of the structure is elevated one foot above the base flood elevation. For additions or alterations to an existing structure, provide an elevation certificate for the first floor of the existing structure.

NOTICES:

For permits that require a plan-level Grading Permit, a pre-application conference is mandatory prior to submitting the GEC application. Please use the Planning Application for Pre-application Conference Request (PAP) form.

Permit Exemptions may apply for Agriculture activities and Emergency Flood Control work (5.7.1.D.5).

A financial surety may be required; the applicant shall be responsible for providing a cost estimate for the work requiring the surety.

For Grading Permits submitted in advance of a building permit, detailed information regarding the building or structures shall NOT be shown and the proposed project shall be constructable without any proposed building or structure. Grading Permit approval is not approval for any building related construction.

No physical development shall be permitted on natural slopes in excess of 25% (5.4.1.A), with exceptions (5.4.1B).

Additional hillside standards (5.4.1.C) apply to lots of record which have an average cross-slope (in any direction) of 10% or greater, or where any portion of a lot having a slope of 10% or greater is affected.

Regardless of the grading permit requirement or exemption, the Town Engineer may require submittal of a stormwater management plan, if it is necessary to determine compliance with Sec. 5.7.4.

Public Right-of-Way (Encroachment) Permits are required for any work proposed within the Town's Right-of-Way.

An Encroachment Agreement is required prior to the construction of any structure within the Town's Right-of-Way.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

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

Signature of Owner or Authorized Applicant/Agent	Date
Brett Bennett	7/13/2018
Name Printed	Title

STATEMENT LEVEL SUBMITTAL REQUIREMENTS. *Please fill out the left side of this checklist. Staff will review this for sufficiency.*

APPLICANT	**ALL** Grading Permit Applications shall include the following:	TOWN
X	A complete set of application documents in PDF format.	
X	A cover letter and/or table of contents documenting all of the application materials submitted and in which format(s) they have been submitted. Only the plan sheets as noted below must be submitted on paper.	
	One set of complete drawings scaled on sheets no larger than 24" x 36".	
X	Two sets of complete drawings scaled on sheets no larger than 11" x 17".	
X	Town of Jackson Letter of Authorization if the applicant is other than the property owner.	
X	A copy of the Warranty Deed or Contract of Sale.	
X	Fee is based on review time and will be paid following the review.	
X	Site Development schedule - month and year of project initiation to completion of re-vegetation.	
X	Proposed grading plan to include: - North Arrow, Scale, Legend - existing contours - proposed contours - extent of grading limits - stockpile location	
X	Re-vegetation details for all disturbed areas to include: - types and approximate location of vegetation to be used - seeding or planting and stabilization techniques to be followed - source and method of irrigation, if necessary	
X	Erosion control plan to include: - drawing and specifications illustrating the type and location of required erosion control measures (silt fences, straw bales, detention basins, duff berms, etc.) - direction of runoff throughout the construction area and the re-contoured area	
X	Weed & Pest language to include: References to Wyoming Seed Law and Wyoming Nursery Stock Law Invasive Species Management Plan.	
N/A	Ponds/Water features. Ponds and water features with a Pump system are required to pay a fee of $150 per horsepower.	
	Regardless of the grading permit requirement or exemption, the Town Engineer may require submittal of a stormwater management plan, prepared by an engineer or landscape architect licensed in the State of Wyoming, if it is necessary to determine compliance with Sec. 5.7.4. The stormwater management plan shall be approved by the Town Engineer prior to any physical development.	
N/A	Retaining Walls. Height is measured from the bottom of the foundation and administered under the building codes. Non-Residential: All retaining walls or facings shall be designed by a professional engineer registered in the State of Wyoming in accordance with the IBC and grading shall be submitted with a building permit. Residential: When in excess of 48 inches, retaining walls or facings shall be designed by a professional engineer registered in the State of Wyoming in accordance with the IRC and grading shall be submitted with a building permit. For walls less than 48 inches tall, provide information regarding the types of materials, specifications, cross sections (typical or as required to document the installation), elevations, expected soil type, if applicable any calculations (sliding, overturning, factors of safety), etc. Certification that the wall is non-load bearing may be requested. Some retaining walls may be considered structures and should be located as allowed for structures. The use of non-structural retaining walls (aka landscaping walls), should be minimized to the extent possible and limited to the building envelope, especially on steep slopes.	

PLAN LEVEL SUBMITTAL REQUIREMENTS. *In addition to all the information required for a Statement Level application the following items shall also be addressed. All items shall be shown or noted on the plans, including not applicable items.*

APPLICANT	**ALL** PLAN LEVEL Grading Permit Applications shall include the following:	TOWN
X	Pre-Application Conference	
X	Design prepared and stamped by a professional engineer or landscape architect licensed in the state of Wyoming.	
X	Existing conditions site plan to include: - Site boundaries and contiguous lands - Watercourses – lakes, streams, wetlands, ditches, etc. - Floodplains and Floodways - Landslide or bedrock slum (talus and/or avalanche slopes) - Predominant soil types – location and identification - Vegetation cover – location and species - Stormwater drainage and/or natural drainage patterns (locations and dimensions) - Utilities and other structures – buildings and paved areas - Site topographic map - Easements	
X	Slope analysis of the existing site with proposed development overlaid for sites with average slopes over 5%. Use 5% increments up to 30% slopes.	
X	Plan of final site conditions showing the site changes at the same scale as the existing conditions site plan.	
N/A	A geotechnical report shall be submitted with a plan level grading permit application for construction sites with existing slopes greater than 25% or when considered necessary by the Town Engineer in consideration of soil type and stability and the proposed structure; the report may be waived by the Town Engineer, when applicable. The report shall be prepared by a professional geotechnical engineer registered in the State of Wyoming.	
X	Site Construction Plans - Land disturbing activities-locations and dimensions - Temporary topsoil/dirt stockpile-location and dimensions - Plans and sections of grading features - Engineering technique to minimize adverse effect of geologic or flood conditions - Site storm water management and erosion control measures - Starting and completion date of land disturbances/land development activity - Maintenance of site erosion control measures	
X	Stormwater basins, design information, and calculations required by section 5.7.4.	
N/A	Hillside projects, provided additional information required by section 5.4.1.	
	For projects with work within the Town's Right-of-Way provide information on proposed striping, signage, irrigation, etc. The Town's Urban Forest Council shall review and approve any proposed landscaping.	
	For small construction projects, disturbing at least one acre but less than five acres, shall follow all the provisions of the Small Construction General Permit.	
	For large construction projects, disturbing 5 acres or more, a Wyoming DEQ Large Construction General permit is required including a complete Stormwater Pollution Prevention Plan.	
	Any other information relevant to the application.	

PERMIT FEES

Fees are based on an hourly review rate of $50 per hour. Estimated fees are listed for reference only, actual permit fees will be based on review time and are due at the time of permit issuance. The Town Engineer shall consider the scope of the project, anticipated public involvement, project complexity, and the likelihood of follow-up administration. Considering the complexity of the project, the Town Engineer may assess additional fees or require external/third party review by a qualified professional of the Town's choosing and at the Applicant's expense. The Applicant should contact the Town Engineering Department (307 739-4547) if they need assistance.

Grading Permit Applications:

Statement Level Project $300

(May typically include, but not limited to: single family residential structures and additions; small ponds; on-site septic & repair; minor grading in floodplain fringe; utility crossings; small culverts and irrigation structures; debris removal; or other projects as determined by the Floodplain Administrator)

Plan Level Project $600

(May typically include, but not limited to: floodplain studies; floodway encroachments; nonresidential floodproofed structures; new or expanded Subdivisions; watercourse alterations; bridges; in-stream and flood control structures; gravel pits; multi-unit dwellings; stream restoration or stabilization; or other projects as determined by the Floodplain Administrator)

Compliance Fees:

(Failure to obtain permit prior to commencing development – not including an Emergency Waiver; which must be pre-authorized by the Floodplain Administrator):

After the fact permit fees are double the initial fee.

OTHER GRADING FEES:

Minimum Fee $50
Information Request $50/hour
Site Visit, Inspections, Investigative Fees $50/hour
Pre-application Conference $150
Revision to previously reviewed Grading Permit Application $150.00
Extension to Grading Permit (6 month extension) $50
Third Party Technical Review At Cost
Variance Application $400.00

APPLICABILITY. *This checklist should be used when submitting an application for a* ***Conditional Use Permit.***

When is a Conditional Use Permit required?
Section 6.1.1 of the LDRs contains the Use Schedule for all zones. Allowed uses that require a Conditional Use Permit are denoted with a "C." You can also determine whether a Conditional Use Permit is required by referencing Subsection C of the applicable zone.

Do I need a Pre-Application Conference first?
Yes, a Pre-Application Conference is required.

FINDINGS FOR APPROVAL. *The application shall include a narrative statement addressing each of the applicable Findings for Approval, found in* ***Section 8.4.2, Conditional Use Permit.***

A conditional use permit shall be approved upon finding the application:

1. Is compatible with the desired future character of the area; and
2. Complies with the use specific standards of Division 6.1: Allowed Uses and the zone; and
3. Minimizes adverse visual impacts, and;
4. Minimizes adverse environmental impacts; and
5. Minimizes adverse impacts from nuisances; and
6. Minimizes adverse impacts on public facilities; and
7. Complies with all other relevant standards of these LDRs and all other Town Ordinances; and
8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

GENERAL INFORMATION.

_____**Response to Pre-Application Conference Summary Checklist.** During the pre-application conference**,** you will be provided with a summary and checklist of applicable LDR standards and requirements that must be addressed for a sufficient application.

LETTER OF AUTHORIZATION

Teton County Hospital District ,"Owner" whose address is: _____

PO Box 428, Jackson, Wyoming, 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton County Hospital District dda St. John's Medical Center , as the owner of property more specifically legally described as: Parcel: 22-41-16-34-1-11-005

StAddr: 30 REDMOND STREET Deed: 643 WD 673 Location: LOTS 6-7, BL. 1, REDMOND-2

NW 1/4 NE 1/4 Section 34 T41N R116W 6th P.M.

(If too lengthy, attach description)

HEREBY AUTHORIZES Hoyt CTA Architects and Engineers, PO Box 7364, Jackson, Wyoming 83002 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: James E Johnston

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Facilities Director

(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 James Johnston this 11 day of June, 2018.

WITNESS my hand and official seal.

Shannon Stec (Seal)

(Notary Public)

My commission expires: 6/6/2020

SHANNON STEC - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 6, 2020

WARRANTY DEED

Bud Harley, LLC, a Wyoming limited liability company, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an IRC § 1031 tax deferred exchange on behalf of Grantor, CONVEYS and WARRANTS to Teton County Hospital District, dba St. John's Medical Center, a Public Wyoming Hospital District, GRANTEE, whose address is P.O. Box 428, Jackson, Wyoming 83001, all of its undivided interest in and to the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

Lots 1, 2, 4, 6 & 7 of the 2nd Redmond Plat, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 15, 1937 as Plat No. 122.

Grantor: BUD HARLEY LLC
Grantee: TETON COUNTY HOSPITAL*
Doc 0688884 bk 643 pg 673-673 Filed at 4:19 on 11/03/06
Sherry L Daigle, Teton County Clerk fees: 8.00
By MICHELE E. FAIRHURST Deputy

PIN #s 22-41-16-34-1-11-003 (Lots 1 & 2)
22-41-16-34-1-11-011 (Lot 4)
22-41-16-34-1-11-005 (Lots 6 & 7)

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS our hands this 2ND day of ~~October~~ November, 2006.

RELEASED
INDEXED
ABSTRACTED
SCANNED

Bud Harley, LLC, a Wyoming limited liability company:

Roger M. Brecheen, M. D. Managing Member

Kathy L. Watkins, Managing Member

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 2nd day of ~~October~~ November, 2006 by Roger M. Brecheen, M.D. and Kathy L. Watkins who each do verify that the foregoing instrument is signed in the name of, on behalf of, and by authority of said limited liability company.

WITNESS my hand and official seal.

DEBORAH C. KISLING - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires May 25, 2007

Notary Public
My Commission Expires:

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Parking Improvements

Physical Address: 30 Redmond

Lot, Subdivision: Lots 6&7, 2nd Redmond Plat PIDN: 22-41-16-34-1-11-005

OWNER.

Name: Teton County Hospital District Phone: 307-733-3636

Mailing Address: PO Box 428, Jackson, WY ZIP: 83001

E-mail: Johnston, James <JJohnston@tetonhospital.org>

APPLICANT/AGENT.

Name: Brett Bennett (CTA Architects & Engineers) Phone: 307-733-9955

Mailing Address: PO Box 7364, Jackson, WY ZIP: 83002

E-mail: Brett Bennett <brettbennett@ctagroup.com>

DESIGNATED PRIMARY CONTACT.

_____Owner X_____Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____Basic Use

X_____Conditional Use

_____Special Use

Physical Development

_____Sketch Plan

_____Development Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Development Option/Subdivision

_____Development Option Plan

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

PSP Z Other: PSP Zoning

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #:	P18-121	Environmental Analysis #:	N/A
Original Permit #:	N/A	Date of Neighborhood Meeting:	N/A

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. Provide* ***one electronic copy*** *(via email or thumb drive), and* ***two hard copies*** *of the submittal packet.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

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 held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent	Date
Brett Bennett (CTA Architects and Engineers)	Architect
Name Printed	Title

Date: July 13, 2018

Hoyt/CTA Architects
PO Box 7364
Jackson, WY 83002
Contact: Brett Bennett 307.733.9955 (brettbennett@ctagroup.com)

Conditional Use Permit Narrative
30 Redmond (Lot 6 & 7) Parking Improvements

1. **Existing Conditions**

    a. Vicinity map: Refer to Permit Drawings
    b. Existing conditions: Site is vacant and currently used for St. John's Medical Center parking.

2. **Property History**

    a. Purchased in Nov 2006
    b. Existing residence demolished in 2014. Site reclaimed to grade.

3. **Use**
    a. Parking facility to support Institutional assembly - Hospital use.

4. **Zoning**

    a. P/SP
    b. The purpose of the Public/Semi Public - Town (P/SP-ToJ) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-ToJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district. It is not the intent of these LDRs that property in the P/SP-ToJ zone retain that designation after the property is divested by the public entity. At the time P/SP-ToJ designated land is transferred, or is proposed to be transferred, into private ownership, the property shall be reclassified to an appropriate zoning district to allow private use pursuant to the Jackson/Teton County Comprehensive Plan.

5. Findings

a. Compatible with character

i. Located in the District 2 commercial core of the comp plan
ii. Sub 2.6 mixed use
iii. St. John's campus
iv. Vibrant pedestrian mixed use district with variety and strategic location for parking related to the Hospital institutional use within 500 feet of the campus

6. Complies with use standards

a. P/SP zoning relating to the hospital institutional use as a support facility providing surface parking for the hospital
b. Direction and standards from the LDRs relating to the adjoining zones and requirements for setbacks, screening, pedestrian frontage, landscaping standards, off-street parking standards, lighting standards

7. Minimizes visual impacts

a. Use of screening, landscape design and plant materials to screen the surface parking

8. Minimizes environmental impacts

a. Not fin the Natural resource overlay. Storm water design and management to retain and filter runoff

9. Minimizes nuisances impacts

a. Hardscape and landscape improvements will reduce dust and erosion.

10. Minimizes infrastructure impacts

a. Utilizes existing streets, curb, gutters, sidewalks, water and sewer and power utilities. All utilities will be underground.

11. Complies with LDRs

a. Follows LDR standards for development, use, environmental and compatibility with comprehensive Town planning.

12. Conformance with prior permits

a. No existing prior permits

13. Fee Waiver Request

a. As part of this Conditional Use Permit application and associated Grading Permit application, Teton County Hospital District is requesting a few waiver for all CUP/Grading Permit application and permit fees related to this project. As a recipient of Tax Levy Revenue from the County Treasurer, this project is a valid candidate for a Fee Waiver Request.

GRADING PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-o440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Engineering Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P18-121 Date of Conference: 5/8/2018

Engineering Staff: Brian Lenz Planning Staff: Brendan Conboy

PROJECT.

Name/Description: 30 Redmond Parking

Physical Address: 30 Redmond

Lot, Subdivision PIDN:

Zoning District(s):

Overlay(s):

STAKEHOLDERS.

Owner: Teton County Hospital

Applicant: CTA Architects & Engineers

Agent: Brett Bennet

MEETING ATTENDEES:

Name	Company	Phone/Email
Brett Bennett	CTA	
Jim Barlow	CTA	
Collin Smith	St Johns	
Brent Lundstedt	"	
Jim Johnston	" Facility Manager	

Checklist Key.

__X__ ***Required***. *Applicant must demonstrate compliance with this requirement.*

__N/A__ ***Not Applicable***. *Review requirement is not applicable to this project.*

General Information		
Requirement		**Notes**
X	**GRADING PERMIT APPLICATION.** The application should contain all pertinent information from the grading permit checklist. Submit complete application in **PDF and two 11X17** sets of plans.	GRADING PERMIT ONLY
No	**OR** **BUILDING PERMIT.** If any proposed structure is included in the work, the grading permit information shall be consolidated with the building permit. Submit documents as required for a building permit, include PDF	
X	**Notarized Letter of Authorization.** See Section 8.2.4.A for requirements. A template is established in the Administrative Manual.	
NO	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. Fees for grading permits are included with building permit fees for consolidated applications.	*For Grading permits, NONE at this time.* *For Building Permits, per building dept.*
NO	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the Town Surveyor, Town Engineer, Town Engineering Associates, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	~~Hourly Rates~~ WAIVE FEES AS GOVT ENTITY
X	**Other information needed.** All grading applications submitted to the Town Planning & Building Department must be submitted in **PDF DIGITAL** format.	(2) 11X17
X	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	
X	**Narrative description of the proposed development.** Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.	

LDR ARTICLE 5 PHYSICAL DEVELOPMENT STANDARDS. *Please see Subsection B in applicable Zone District for specific standards The following are pertinent to grading permits.*		
Requirement		**Notes**
X	**Site Development** (Driveway and Access limits and setbacks) • Varies by zoning.	Per PLANNING
X	**Landscaping** (see Div. 5.5 for more information) coordinate with revegetation plan.	Per PLANNING
N/A	**Environmental Standards.** Creek & Irrigation Ditch Setbacks	

N/A	**Natural Hazards to Avoid (see Div. 5.4 for more information)** X Steep Slopes o Exceptions for Lots Platted prior to 1994 o Exceptions for Lots Platted in Karn's Hillside (only for essential access and structures) o **GEOTECH REPORT** including a Stability Evaluation or Analysis commensurate with the degree of hazard for Pre and Post Development conditions. X Areas of Unstable Soils X Fault Areas X Floodplains X Wildland Urban Interface	
X	**Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)** • Grading (Sec. 5.7.2 & 8.3.4) X Retaining walls over 48" from base of footing shall be engineered and Inspected by engineer (Building Permit) o Provide details for landscaping walls X Final grading inspection required by design engineer for plan level applications • Erosion Control (Sec. 5.7.3) • Stormwater Management (Sec. 5.7.4) o Exceptions Karn's Hillside Exemption for onsite storage	• ENGINEER OR LA STAMP • PRE-TREATMENT REQUIRED • STORM CONNECTION? • STORM WATER Calculations • limit to Pre Development runoff

OTHER APPLICABLE LDR STANDARDS		
Requirement		**Notes:**
X	**Parking and Loading, (see Div. 6.2)** **6.2.3** Location of Required Parking **6.2.5** Off-Stree Parking and Loading Design Standards Size, snow storage, alley access, etc.	Dimensions per LDRs QUE Distance 20'x10' min
NA	**Standards Applicable to all Subdivisions (see Div. 7.2.2)** • Roads, Sewer, Storm, Water, Utilities, etc. • Professional Engineer and Town Acceptance	
NA	**Transportation Facility Standards (see Div. 7.6)** • Access to Roads; other street and ROW standards	- PROW Permit FOR CURBS
X	**Required Utilities, (see Div. 7.6)** **7.7.2** Potable Water Supply (APPROXIMATE 22-23' N. of South Property 4-5' East of sidewalk) **7.7.3** Sanitary Sewer System **7.7.5** Other Utilies; Buried Utilities Required Storm Water Collection, Treatment, Connection	- show lighting - Power - water service. meter pit above ground Back Flow
X	**Utility Fees (see Municipal Code Title 13 Utilities)** Water Meters – Show the Size and Location on the plans Backflow Prevention – Size, Type, and Location • ¾" and 1" Provided by Town with Meter ← Fire Sprinklers – Require RPV Assembly Connection Fees Capacity Fees: • Water based on meter size • ~~Sewer based on building~~ use and size	•Irrigation - Double check

X	**Construction Management Plan** /Narrative • Fencing – For Public Safety and Site Security • Tracking Pad – required at access point(s) • Soil Tracking onto the road is prohibited, clean immediately • Staging & Stockpiling • Contractor Parking • Trailers, Dumpsters, Toilets • No staging or storage of materials in public right-of-way or easement	
X	**Public Right of Way (Encroachment) Permits** • Required for work within the right-of-way, Town easements, or property • Fees and Bonding	curb cuts & sidewalks
X/A	**Demolition Permits and Utility Abandonment** • Bonding is required • Standards • Locations	
NA	**Floodplain Development Permits** • Floodplain vs. Floodway • Requirements • Separate Application	
X	**Permitting and Inspection Process** • PreConstruction Meeting Required • Sign Off Sheet – Engineering has a separate sheet • Final Inspections – Engineering Required Prior to Building	• Design ENGINEER
NA	**Subdivision Plat (see Div. 8.5.3)** • Plat Content , Subdivision Improvement Agreement	
	OTHER • **Sidewalks** – in public right of way, easements, or land shall be ADA compiant • ~~**DEQ Permits**~~	

MEETING NOTES

- Lighting & Comply w/ LDRS
- Planning For use Permits; Landscaping; Setbacks
- Fire Lanes - Marshall

NOTICE OF PUBLIC HEARING

OBJECTS- IN MIRROR ARE CLOSER
THAN THEY APPEAR

NOTICE OF PUBLIC HEARING

JACKSON TOWN COUNCIL: OCTOBER 1, 2018 at 6:00PM

Location of Hearing: Council Chambers, Town Hall
150 E Pearl Avenue
Jackson, WY

REQUEST: Approval of Conditional Use Permit.

PROPOSAL: The proposed improvements to 30 Redmond (Lots 6&7, 2nd Redmond Plat) include the following.

1)Grading
2)Utilities
3)Construct parking area hardscape; asphalt, concrete, etc.

Lots 6&7 are vacant and St. John's Medical Center is currently using the property to meet their parking needs. Zoning for this property is PSP.

PROJECT NUMBER: Item P18-221

Project Plan Review History

PLANNING

Project Number	P18-221		**Applied**	7/17/2018	STOL
Project Name	CUP - TC Hospital Parking		**Approved**		
Type	CUP		**Closed**		
Subtype	PARKING		**Expired**		
Status	STAFF REVIEW		**Status**		

Applicant Hoyt/CTA Architects Engineers **Owner** TETON COUNTY HOSPITAL DISTRICT

Site Address	City	State	Zip
30 REDMOND STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
REDMOND-2ND	22411634111005	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Jim Green		7/18/2018	8/8/2018		
Fire Kathy Clay (7/26/2018 3:37 PM GOSS) MEMO FIRE REVIEW	NO COMMENT	7/18/2018	8/8/2018	7/26/2018	remark

TO: Hoyt/CTA Architects PO Box 7364 Jackson, WY 83002

FROM: Butch Gosselin, Fire Inspector

DATE: July 26, 2018

SUBJECT: Hoback Junction Telecommunication Facility
Lot 6 Redmond, parking lot
P18-221

This office has received the request for a fire review for a parking lot at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.

PLEASE TAKE SPECIAL NOTE OF ALL ***STARRED*** ITEMS.

Comments include, but are not limited to:

*** APPROVED WITHOUT COMMENT

Please feel free to contact me if you have any further questions at 307-733-4732.

Legal A Cohen-Davis	APPROVED	7/18/2018	8/8/2018	8/7/2018	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Pathways Brian Schilling		7/18/2018	8/8/2018		
Planning Brendan Conboy		7/18/2018	8/8/2018	7/31/2018	See Staff Report P18-221
Police Todd Smith (7/24/2018 3:34 PM STOL) I would recommend more than 2 handicap spaces. Possibly 33 and 34 could be considered directly north of the other two already proposed. Best, Todd	APPROVED W/CONDITI	7/18/2018	8/8/2018	7/24/2018	
Public Works Brian Lenz (8/24/2018 3:42 PM BTL) Conditional Use Permit – APPROVED P18-221 CTA Architects, Brett Bennett; for Teton County Hospital District 30 Redmond August 24, 2018 Brian Lenz, 307-733-3079 NOTES FOR APPROVAL 1. Town Engineering supports the upgrades to the existing gravel parking area to optimize its use and minimize soil tracking onto the streets. 2. The sidewalk and base at the new entrance shall be removed and replaced with 6-inch thick base and sidewalk for vehicular traffic. 3. The proposed tree planted in the public right-of-way shall be approved by the Urban Tree Council and a root guard installed along the sidewalk. 4. An encroachment permit shall be required for any work occurring within the Town's right-of-way. 5. Public works recommends using a commercial power service pedestal for security and aesthetics, instead of the proposed H-Frame.	APPROVED W/CONDITI	7/18/2018	8/8/2018	8/24/2018	
START Darren Brugmann		7/18/2018	8/8/2018		

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P18-244:** A REQUEST FOR FINAL PLAT APPROVAL FOR THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON

APPLICANT/OWNER: JACKSON/TETON COUNTY HOUSING AUTHORITY

REPRESENTATIVE: JENNIFER ZIEGLER, ON SIGHT LAND SURVEYORS INC.

STATEMENT/PURPOSE

The applicant is requesting Final Plat approval for the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson for eight (8) units for the property addressed as 825 W. Snow King Avenue.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat.
Section 7.2.4 Condominium and Townhouse Subdivision

LOCATION

The property is currently described as PT. NW1/4SW1/4, SEC. 33, TWP. 41, RNG. 116 PARCEL B and addressed as 825 W. Snow King Avenue. An aerial photo and zoning map are shown on the following page:

CR-3
Scott Ln
Virginian Ln
NH-1
P/SP
Smith Ln
825
W Snow King Ave
Simon Ln
NM-2
Stacy Ln

Scott Ln
Virginian Ln
Smith Ln
825
W Snow King Ave
Simon Ln
Stacy Ln

BACKGROUND/ALTERNATIVES

Approval for an amendment to the Grove Planned Mixed-Use Development Master Plan (PMUD) and a Final (Major) Development Plan, as well as approval for Planned Unit Development (PUD) and Final (Intermediate) Development Plan, was given by Town Council on December 16, 2013. This approval allowed 94,019 sf of total development (commercial and affordable residential) on the three parcels of land (3.9 acres in total) owned by the Teton County Housing Authority (TCHA) on this site that fronts both Scott Lane and Snow King Avenue. A total of 48 condominiums, 20 apartments and retail was approved within three phases – Phase One & Two have already been developed.

- Phase I, the site adjacent to Scott Lane, consists of approximately 5,800 sf of retail on the ground level and 20 residential apartments on the second and third floor (10 units per floor).
- Phase II, the middle site, consists of 24 condo units within 6 buildings.

On April 16, 2016, the Teton County Board of Commissioners granted Habitat for Humanity of the Greater Teton Area the opportunity to develop Phase Three of The Grove affordable housing project. On April 3, 2017 the Town Council approved an amendment to the Final (Intermediate) Development Plan for Phase Three which included modifications to the following: a) Site Configuration; b) Landscape Surface Ratio (LSR); c) Circulation; d) Parking; e) Affordable Housing Category/Number of Bedrooms; f) Architecture/Materials; and g) Phasing.

In summary, Phase Three includes twenty-four (24) 3-bedroom, 2-story condominiums that will be permanently deed-restricted as Category 1 affordable housing units. The condo units are contained within six (6) 4-plex buildings with tuck-under parking. As part of the amendment, Habitat for Humanity has an approved phasing plan that corresponds with their anticipated funding and construction schedule. The proposed twenty-four (24) unit development is to be constructed in three (3) stages; each stage is to include two (2) 4-plex buildings having a total of eight (8) 3-bedroom units with sixteen (16) tuck-under parking spaces. Each stage is estimated to take approximately sixteen (16) months and with construction beginning in 2017, the project should be completed and fully occupied by Fall 2021.

PROJECT DESCRIPTION

The applicant is requesting approval for a final plat on a 1.86-acre parcel for the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson for eight (8) 3-bedroom units that are organized into 2 four-plexes. Each four-plex has 8 tuck-under parking spaces, two per unit.

STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with all previously approved permits and on the condition that all requirements in the departmental reviews are met, it presents no significant issues. The condominiums conform to the approved building permits provided for the units.

Per requirements of the LDRs, the applicant has submitted the required deed restriction language to be recorded with the Category #1 affordable housing units, the Grove Development Agreement (in lieu of the Subdivision Improvement Agreement) and CC&Rs.

According to Division 7.5, all residential subdivisions, including affordable units, are required to dedicate lands for school and park development. The proposed subdivision for this stage of Phase Three will result in 8 additional units, thus the applicant/owner is subject to a Park Exaction fee of $21,600 and School Exaction fee of $12,000.

STAFF FINDINGS

8.5.3.c. Subdivision Plat. All subdivision plat proposals may be approved only if all of the following findings are made:

1. *The proposed project is in substantial conformance with an approved development plan or development option plan.*

   Complies. Staff finds the proposed first filing of the Final Plat for Phase Three to be in substantial conformance with the previously approved Final (Intermediate) Development Plan. The applicant has met all the required conditions and paid all associated fees.

2. *The proposed project complies with the standards of this Section.*

   Complies. Staff finds that the proposed project complies with the subdivision standards of Section 8.5.3.

3. *The proposed project complies with the subdivision standards of Division 7.2.*

   Complies. Staff finds that the applicant has submitted all required documents required by the subdivision standards, thus staff finds that the proposed replat complies with Division 7.2.

4. *The proposed project complies with all other relevant standards of these LDRs*

   Complies. Staff finds that the proposed project complies with all other relevant standards of these LDRs including all physical development.

ATTACHMENTS

Departmental Reviews
Applicant Submittal

FISCAL IMPACT

School Exaction - $12,000
Park Exactions - $21,600

STAFF IMPACT

None identified.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson addressed at 825 W. Snow King Avenue subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the 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. The

Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-244, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson for the property addressed at 825 W. Snow King Avenue subject to the departmental reviews attached hereto and one (1) condition of approval

1. Within thirty (30) calendar days from the date of Town Council approval, the 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. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

Project Plan Review History

PLANNING

Project Number P18-244
Project Name Final Plat - The Grove phase 3
Type FINAL PLAT
Subtype CONDO/TOWNHOUSE
Status STAFF REVIEW

Applied 8/10/2018 STOL
Approved
Closed
Expired
Status

Applicant On Sight Land Surveyors
Owner JACKSON/TETON COUNTY HOUSING A

Site Address 825 W Snow King Avenue
City
State
Zip

Subdivision
Parcel No 22411633300040
General Plan

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Jim Green		8/10/2018	8/31/2018		
Fire Kathy Clay	NO COMMENT	8/10/2018	8/31/2018	8/15/2018	
Legal A Cohen-Davis (9/4/2018 1:18 AM AC) Plat Certificate of Owner: A sentence is repeated in the first paragraph “a duly constituted Housing Authority”.	APPROVED W/CONDITI	8/10/2018	8/31/2018	9/4/2018	see notes
Parks and Rec Steve Ashworth (8/24/2018 11:48 AM STOL) Tiffany, No comments or concerns on Phase 3-P18-244.	NO COMMENT	8/10/2018	8/31/2018	8/20/2018	
Pathways Brian Schilling (9/3/2018 8:16 AM STOL) P18-244 – 825 W. Snow King – Grove Final Plat Comments from Teton County/TOJ Pathways Department Status: approved w/conditions • Ensure that all required easements for public access between Scott Lane, Snow King Ave., and Teton County Library are provided and recorded.	APPROVED W/CONDITI	8/10/2018	8/31/2018	8/30/2018	
Planning Tyler Valentine		8/10/2018	8/31/2018		
Plat Review-Survey <none> (9/3/2018 9:16 AM STOL) See attachement	APPROVED W/CONDITI	8/10/2018	8/31/2018	8/29/2018	mquinnwy@gmail.com

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Plat Review-Title <none> (8/24/2018 11:54 AM STOL) see Attachment	APPROVED W/CONDITI	8/10/2018	8/31/2018	9/17/2018	lisa@wyomingtitle.com
Police Todd Smith (8/15/2018 10:17 AM STOL) No concerns from law enforcement. Thanks, Todd Smith	APPROVED	8/10/2018	8/31/2018	8/15/2018	
Public Works Brian Lenz (9/21/2018 3:43 PM BTL) Final Plat Comments-Approved P18-244 Jackson/Teton County Housing Authority; by On Sight Land Surveyors 825 W Snow King Ave 9/21/2018 Brian Lenz, 307 733-3079 GENERAL NOTES: 1. Third Note: should read, "… DETERMINED TO BE OUTSIDE ..." A digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.	APPROVED	8/10/2018	8/31/2018	9/21/2018	
START Darren Brugmann		8/10/2018	8/31/2018		
TC Housing Authority Stacy Stoker (8/23/2018 3:04 PM SAS) Amended and Restated Condominium Declaration: The Condominium Declaration should refer to "The Grove Condominiums Owner's Association" instead of just The Grove. This matches the Articles of Incorporation and Bylaws. Special Restrictions: Restrictions should be changed to apply to Habitat (references to the Guidelines, etc. should be removed). A clause stating that in the case that Habitat no longer exists, the Housing Department will replace Habitat as the Declarant, and a new standard restriction will be recorded according to the Jackson/Teton County Housing Department Rules and Regulations) Plat Certificate of Owner: A sentence is repeated in the first paragraph "a duly constituted Housing Authority". Other: The access road referred to as Timber Road on the plat is not called Timber Road. There is a Town of Jackson Ordinance requiring Town Council approval of all Town roads and private drives. This name was never approved. The same is true for Canopy Court in Phase 2. The Town will need to address the buildings, and their street address will be Snow King Avenue.	APPROVED W/CONDITI	8/10/2018	8/31/2018	8/23/2018	See Notes

NELSON
ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY • WWW.NELSONENGINEERING.NET

MJQ/18-004-01

August 29, 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: The Grove Condominiums Phase Three first filing

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

On sheet 1, a few minor typos in the Certificate of Owner:

In the first paragraph, "a duly constituted Housing Authority" is repeated in the "formerly know as" phrase.

In the next paragraph, "desireds" instead of desires.

Referring to the US West easement in Book 276, the easement is for telecommunications ***facilities.***

On sheets 3 and 4:

In the cross-sections perpendicular to the main axis of the buildings, some portions of the stairwells are blocked out. This may be a glitch with the pdfs attempting to reproduce a masked dimension.

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,

Michael Quinn, PLS
Teton County Surveyor

cc: Off Site Land Surveyors

ph 307.733.2087 | fx 307.733.4179 | PO Box 1599 | 430 South Cache | Jackson, Wyoming 83001

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

PLAT REVIEW

Name of Proposed Plat: The Grove Phase Three First Filing Addition to the Town of Jackson

Legal Description:

Part of the NW¼SW¼ of Section 33, T41N, R116W, Adjusted Parcel B Map T-58D

PIDN: 22-41-16-33-3-00-040

Reference: W-18880

Title:

Vesting: Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended

Are there any title problems? ☐ Yes ☒ No

Does title vesting match ownership as shown on proposed plat? ☒ Yes ☐ No

If title is vested in non-natural entities, have copies of corporation or LLC documents been reviewed? ☐ Yes ☒ No

1. Confirmation needed for signers to plat and restrictions

Access:

Legal: ☒ Yes ☐ No Physical: ☒ Yes ☐ No

Abuts Snow King Avenue

Lots:

Are lots progressively numbered? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☐ Yes ☐ No ☒ N/A

Are lot dimensions shown? ☒ Yes ☐ No ☐ N/A

Streets:

Are streets ☐ dedicated to the public OR ☒ private, with rights of way granted to each lot owner? ☐ N/A There are no streets within the plat boundary.

Easements/Encumbrances:

Are all easements/encumbrances shown on W-18880 listed on the plat?
☒ Yes ☐ No ☐ N/A

The following easements/encumbrances shown on W-18880 are missing from the plat:
1. None
2. Easement to Lower Valley Power and Light recorded in Book 24, page 145 (along with vacation Book 915, page 485) does not need to be included on the plat. It was shown on the report with its vacation for informational purposes, but no longer affects the land.

Other Documents missing from plat found through separate title search:
1. None

Certificates: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103) ☒ Yes ☐ No

Is Owner's Certificate executed by the correct party? ☒ Yes ☐ No
1. Confirm authority of April Norton, Housing Director, to sign

Surveyor's Certificate ☒ Yes ☐ No
- Todd Cedarholm, On Sight Land Surveyors

Mortgagee's Certificate (WS 34-12-102) ☐ Yes ☒ No N/A

Comments/Requirements:
1. There is a small typo in paragraph 2 of the Certificate of Owner. The word "desires" shows as "desireds."
2. Section 2.1 of the Restated Condominium Declaration refers to the ground in this subdivision being conveyed to the Association separately from the structures. Since

these are condominiums and the common area is owned by all the unit owners, that language is inapplicable and needs to be removed.

3. Section 9.8 of the Restated Condominium Declaration is ambiguous as to priority of association liens in relation to mortgages. It seems to say that mortgages have priority, but then goes on to say that foreclosing mortgagees take title subject to outstanding dues. Clarification may be needed for this.
4. The Jackson/Teton County Housing Authority name reads inconsistently across the documents. In some places it does not show the slash. In others it does not say that it was formed by both the Town of Jackson and Teton County, just the County. Both it and Habitat should be referred to with their full names where they show on signature lines and are being introduced in documents.
5. Section XIII of the Condominium Declaration relies on governmental regulations in order to unilaterally amend. Since this is a phased development, it seems like there should be language to that effect so that everyone knows that additional lands will be brought into it. A mechanism to include future lands should be included.
6. The Special Restrictions need to be reworked. They proceed on the premise that Habitat is the owner of the land, which is not the case.

Signed by:

Laura Ginty

8.17.18

Date

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: August 28, 2018

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Grove Phase 3 (stage 1)

2. LOCATION: 825 W. Snow King Avenue

3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO			1.25	
1 BEDROOM			1.75	
2 BEDROOM			2.25	
3 BEDROOM	8		3.00	24
4 BEDROOM			3.75	
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				

5. CALCULATE REQUIRED PARK ACREAGE:

24 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.216 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.216 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 21,600 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: August 28, 2018

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Grove Phase 3 (stage 1)

2. LOCATION: 825 W. Snow King Ave.

3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
		825 W. Snow King Avenue		
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY				
.015 ACRES PER UNIT MULTI-FAMILY		8		0.12

5. CALCULATE CASH IN-LIEU:

0.12	LAND DEDICATION STANDARD	X	$100,000 (VALUE OF LAND)	= $ 21,600	CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

August 9, 2018

Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687
Jackson, WY 83001
BY HAND DELIVERY

RE: Final Plat Application/The Grove Condominiums Phase Three First Filing

Dear Tyler:

On behalf of Habitat for Humanity of the Greater Teton Area and the Jackson/Teton County Housing Authority, we are submitting a Planning Permit Application for the Final Plat of The Grove Phase Three First Filing at 825 W. Snow King Avenue: Building A7 and Building A8 which each consist of 4 condominium units. Please find attached the following:

- Planning Permit Application
- $1,000 Application Fee - Waived
- Letters of Authorization
- Current Title Report
- Notice of Intent to Subdivide
- Subdivision Improvements Agreement – see attached "The Grove Development Agreement"
- CC&Rs – see attached draft "Amended and Restated Condominium for The Grove" to be recorded concurrently with this plat. This subdivision is also subject to the "Condominium Declaration" and "First Amendment to the Condominium Declaration for The Grove" recorded in association with The Grove Condominiums Phase Two
- Draft "Special Restrictions for Affordable Housing Located at The Grove Phase 3" to be recorded concurrently with this plat
- One full-size copy of Final Plat; 8 copies, 11"x17"
- Digital copy of submittal materials -- emailed

Please let us know if you need anything further. Thanks for assisting us with this project.

Sincerely,

Jennifer Ziegler
attachments

155 West Gill Avenue Post Office Box 12290 Jackson, Wyoming 83002 *phone* 307.734.6131 *fax* 307.734.1264 *cellular* 307.413.1219
www.onsightsurvey.com

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Final Plat: The Grove Condominiums Phase Three First Filing

Physical Address: 825 W. Snow King Avenue

Lot, Subdivision: --N.A-- PIDN: 22-41-16-33-3-00-040

OWNER.

Name: Jackson/Teton County Housing Authority Phone: 307 732-0867

Mailing Address: PO Box 714, Jackson, WY ZIP: 83001

E-mail: ahnorton@tetoncountywyo.gov

APPLICANT/AGENT.

Name: On Sight Land Surveyors, Inc. Phone: 307 734-6131

Mailing Address: PO Box 12290, Jackson, WY ZIP: 83002

E-mail: todd@onsightsurvey.com

DESIGNATED PRIMARY CONTACT.

_____Owner X Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

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

Development Option/Subdivision

_____Development Option Plan

X Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

_____ Other:_____

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P13-038

Environmental Analysis #:

Original Permit #: P07-043

Date of Neighborhood Meeting: 3/13/2013

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. Provide* ***one electronic copy*** *(via email or thumb drive), and* ***two hard copies*** *of the submittal packet.*

Have you attached the following?

na **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

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 held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

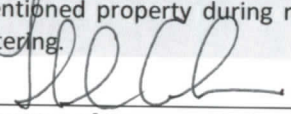
FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent

8/8/2018

Date

TODD CEDARHOLM

Name Printed

LAND SURVEYOR

Title

LETTER OF AUTHORIZATION

Jackson/Teton County Housing Authority ,"Owner" whose address is: P.O. Box 714, Jackson, Wyoming, 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

None besides the Housing Authority , as the owner of property more specifically legally described as:

PT. NW1/4 SW1/4, SEC. 33, TWP.41, RNG. 116 Parcel B

(If too lengthy, attach description)

HEREBY AUTHORIZES Habitat for Humanity of the Greater Teton Area 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: Matthew Faupel, Board Chair

(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 Matthew Faupel this 27th ~~21st~~ day of December, 2016.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

LISA L POTZERNITZ
Notary Public – Notary Seal
State of Wyoming
Teton County
My Commission Expires Mar 9, 2019

LETTER OF AUTHORIZATION

Habitat for Humanity of the Greater Teton Area ,"Owner" whose address is: _____

PO Box 4194, Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Jackson/Teton County Housing Authority , as the owner of property more specifically legally described as:

Part of the NW1//4SW1/4 Section 33, T41N, R116W, 6th PM, Parcel "B" Map T-58D

(If too lengthy, attach description)

HEREBY AUTHORIZES On Sight Land Surveyors, Inc. Todd Cedarholm, PLS 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:

Kendra L. Heimbuck

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: EXECUTIVE DIRECTOR, HABITAT FOR HUMANITY

(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 KENDRA HEIMBUCK this 7 day of AUGUST, 2018.

WITNESS my hand and official seal.

Kelley Web (Seal)

(Notary Public)

My commission expires: 1/25/21

KELLEY WEB NOTARY PUBLIC My Commission Expires January 25, 2021 TETON COUNTY, WYOMING

WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

On Sight Land Surveyors Inc
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Report No.:: W-18880
Effective Date: June 8, 2018
Current Date: June 27, 2018

Project Reference: The Grove, Phase III

Property Address: 825 West Snow King Avenue, 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/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended

2. The land referred to in this Report is described as follows:

   See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

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

Located with the NW1/4 SW1/4, Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows:

ADJUSTED PARCEL B

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;
thence S88°57'06"E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the TRUE POINT OF BEGINNING, witnessed by a 5/8" diameter steel reinforcing bar with 1 1/2" aluminum cap inscribed " WC 2.0' PLS 6193" that lies westerly 2.18 feet;
thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57'06"E 145.12 feet to the Northeast Comer thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed " PLS 5368" , found this survey;
thence S00°15'37"W on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Comer thereof;
thence N88°56'10"W on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Comer thereof;
thence N00°15'42"E on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A;
thence S88°57'36"E on said southerly boundary 28.14 feet to the Southeast Comer thereof;
thence N01°01'44"E on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Comer thereof;
thence N88°58'55"W on the northerly boundary thereof, 30.82 feet;
thence N00°15'42"E 199.81 feet to the point of beginning.

PIDN: 22-41-16-33-3-00-040

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2018, a lien in the process of assessment, not yet due or payable. Taxes for the year 2017 appear to be OJ-NONTAX.

2. Assessments for the Grove Condominium Association, if any, which are excluded from the coverage afforded hereby.

3. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded April 2, 1973, as (book) 24 (page) 145, Official Records.
B24P145

   Vacation of Utility Easement, recorded March 7, 2016, as (book) 915 (page) 485 Official Records.
B915P485

6. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 8, 1976, as (book) 53 (page) 95, Official Records.
B53P95

7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1978, as (book) 78 (page) 504, Official Records.
B78P504

8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as U S West Communications, Inc., in a document recorded September 3, 1993, as (book) 276 (page) 156, Official Records:
Purpose: TELECOMMUNICATIONS
B276P156

9. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the deed from Clarene Law, Trustee of the Clarene Law Revocable Trust, dated April 14, 1989, recorded June 16, 2004, as (book) 555 (page) 246, Official Records.
B555P246

10. Terms, Conditions and Provisions of Affidavit and Agreement relating to a Planned Mixed Use Development Master Plan, recorded July 30, 2007, as (book) 672 (page) 751, Official Records.
B672P751

11. Memorandum of Understanding in regards to funds appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" Property, recorded June 22, 2010, as (book) 758 (page) 1034, Official Records.
B758P1034

12. Terms, Conditions and Provisions of Affidavit and Agreement relating to Planned Mixed Use Development Master Plan, recorded December 9, 2011, as (book) 795 (page) 1050, Official Records.
B795P1050

13. Affidavit of Acknowledgment and Acceptance of Boundary Adjustment of Parcels owned by Teton County Housing Authority, recorded May 22, 2014, as (book) 869 (page) 746, Official Records.
B869P746

14. Terms and Conditions of The Grove Development Agreement, recorded July 17, 2014, as (book) 873 (page) 26, Official Records.
B873P26

15. Record of Survey T-58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, recorded May 22, 2014, as (book) 41 (page) 116, Official Records.
T-58D

16. Terms and Conditions of Nonexclusive Installation and Service Agreement, recorded January 15, 2016, as (book) 912 (page) 815, Official Records.
B912P815

17. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, a Cooperative Utility Corporation, recorded March 7, 2016, as (book) 915 (page) 478, Official Records.
B915P478

18. Declaration of Easement, Access, Utilities and Drainage, recorded May 23, 2016, as (book) 920 (page) 602; (book) 920 (page) 610; (book) 920 (page) 616, Official Records.
B920P602
B920P610
B920P616

19. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded May 10, 2017, as (book) 944 (page) 1115, Official Records:
Purpose: TEMPORARY CONSTRUCTION EASEMENT
B944P1115

********** End of Encumbrances **********

WARRANTY DEED

Town of Jackson, Wyoming, a Wyoming municipal corporation of the State of Wyoming, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116 as amended, GRANTEE, whose address is Post Office Box 714, Jackson, Wyoming, 83001 the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

First American Title Insurance Company

See attached Exhibit A.

Tract 18-A:
PIN #22-41-16-33-3-00-006
Parcel A:
PIN #22-41-16-33-3-00-036
Parcel B:
PIN #22-41-16-33-3-00-037

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

RELEASED
INDEXED
ABSTRACTED
SCANNED

WITNESS my hand this 16th day of August, 2011.

Town of Jackson, Wyoming:

Mark Barron, Mayor

ATTESTED:

Roxanne Robinson, Town Clerk

THE TOWN OF JACKSON INCORPORATED SEAL 1914 TETON COUNTY, WYOMING

GRANTOR TOWN OF JACKSON WYOMING
GRANTEE. TETON COUNTY HOUSING AUTHORITY
Doc 0799664 bk 787 pg 739-740 Filed At 13:11 ON 08/18/11
Sherry L. Daigle Teton County Clerk fees. 11.00
By Kassie Hansen Deputy

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 18th day of August, 2011 by Mark Barron as Mayor of the Town of Jackson, Wyoming.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: 2 10 15

Law Office of
Hess Cartman & D'Amours, LLC
Post Office Box 449
30 East Simpson Street
Jackson, Wyoming 83001
307-733-7881

KELLY BOWLIN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 2 10 15

Exhibit A

Those parcels of Land being identical to Parcel A, Parcel B, and Tract 18A as shown on "Map to Accompany Boundary Line Adjustment prepared for Scott Mini, LLC and Jackson Trailer Park Snow King, LLC," Map T-58C recorded in the Office of the Clerk of Teton County, Wyoming, located within the NW¼SW¼ of Section 33, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as:

COMMENCING at the west one-quarter corner of said Section 33, marked by a 2 inch diameter pipe with 3 inch diameter brass cap inscribed "RLS 164" along with other markings;
THENCE, S 00°09'30" W, 200.04 feet, along the west line of said Section 33, to the POINT OF BEGINNING being the northwest corner of said Tract 18A marked by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 3831";
THENCE, S 88°59'39" E, 415.52 feet, along the north line of said Tract 18A and said Parcel A, to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 186.78 feet, along the west line of said Parcel A to a witness corner to the northwest corner of said Parcel A, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831"
THENCE, continuing N 00°15'09" E, 12.98 feet to the said northwest corner of Parcel A, being on the north line of said NW¼SW¼;
THENCE, S 88°57'25" E, 145.22 feet, along said north line to the northeast corner of said Parcel A, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, S 00°15'19" W, 496.64 feet, along the east line of said Parcel A to the northeast corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing S 00°15'19" W, 103.32 feet along the east line of said Parcel B to a point intersecting the north Right-of-Way line of Snow King Avenue, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, N 88°55'45" W, 145.19 feet, along said Right-of-Way to the southwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 103.32 feet, along the west line of said Parcel B to the northwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing N 00°15'09" E, 96.76 feet along the west line of said Parcel A to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 88°58'21" W, 415.19 feet, along the south line of said Parcel A, to a point intersecting said west line of Section 33, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°09'30" E, 199.90 feet, along said west line of Section 33, to the POINT OF BEGINNING.

The base bearing for this description is N 00°09'30" E, along the west line of Section 33, between the West ¼ and South 1/16 Corners common to Sections 32 and 33.

From:	Todd Cedarholm
To:	"Ben Medina, Legal Dept./JH News&Guide <legals@jhnewsandguide.com> (legals@jhnewsandguide.com)"
Cc:	Jennifer Ziegler; Kendra Heimbuck (kendra@tetonhabitat.org)
Subject:	Legal notice for Jackson/Teton County Housing Authority
Date:	Thursday, July 26, 2018 2:23:00 PM

Hello,

Please publish the following legal notice on 8/1/2018 and 8/8/2018:

And also please send a confirmation of receipt of this email.

****

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, 1977, as amended, that the Jackson/Teton County Housing Authority and Habitat for Humanity of the Greater Teton Area, intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is an affordable housing condominium subdivision of Part of the NW¼SW¼ Section 33, T41N, R116W "Adjusted Parcel B" Map T-58D, to create Eight (8) affordable condominium units. The project is located on 1.86 acres in the Town of Jackson at 825 W Snow King Avenue, within the NW¼SW¼ of Section 33, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

****

Please publish August 1 & 8, 2018

Emailed to Jackson Hole News and Guide on 07/26/2018

Bill to:
On Sight Land Surveyors, Inc.
P.O. Box 12290

Jackson, WY 83002

Todd Cedarholm, PLS
OSLS, Inc
PO Box 12290
155 West Gill Ave
Jackson, WY 83002
Office (307) 734-6131
Cell (307) 413-1219
todd@onsightsurvey.com

RELEASED
INDEXED
ABSTRACTED
SCANNED

THE GROVE
DEVELOPMENT AGREEMENT

THIS AGREEMENT dated this 7th day of July, 2014, by and between the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, hereinafter referred to as "TCHA", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, TCHA submitted a Final Development Plan for The Grove, which was approved by the Town Council on December 16, 2013 (the "FDP"), which development required the construction of certain improvements described in the FDP (the "Improvements") to be undertaken in three distinct phases; and

WHEREAS, the Town and TCHA desire to enter into this Agreement to memorialize their understanding regarding the construction of the Improvements; and

NOW, THEREFORE, IT IS HEREBY AGREED that for and inconsideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, TCHA on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. TCHA TO COMPLY

TCHA shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the FDP, and subdivision improvement plans and specifications retained on file in the office of the Town Engineer, the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at TCHA's own cost.

2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Final Development Plan are hereby incorporated herein by this reference as though fully set forth herein. Development and use of all land within the subdivision is limited to that recognized by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time, and the FDP.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by TCHA or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer,

GRANTOR: TETON COUNTY HOUSING AUTHORITY ET AL
GRANTEE: TETON COUNTY HOUSING AUTHORITY ET AL
Doc 0863196 bk 873 pg 26-34 Filed At 12:50 ON 07/17/14
Sherry L. Daigle Teton County Clerk fees: 36.00
By Mary D Antrobus Deputy

and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by TCHA under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of TCHA, and as approved by the Town Engineer, is attached hereto as **Exhibit "A"** and by this reference made a part hereof. According to a Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between Teton County and the Town of Jackson, dated February 2, 1998, TCHA is an exempt agency and is not required to furnish any customarily required bond or financial assurances related to landscaping, infrastructure or public improvements.

5. UNDERGROUND ELECTRICAL POWER, TELEPHONE, FIBER OPTICS, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and fiber optic communication, cable television, and natural gas facilities within the subdivision shall be installed underground, except that above ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. TCHA understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. TCHA affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by TCHA through its officers, agents, or employees and that TCHA is informed as to the approximate cost to TCHA of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

6. TIME FOR COMPLETION

The Supplemental Phasing Plan and Concept for Future Mapping was approved by the Town Council as part of the FDP and states that TCHA will construct The Grove in three distinct phases. Phase 1 will begin in the summer of 2014 and completion is expected in the fall of 2015. Phases 2 and 3 require approval of the Board of County Commissioners with assurances of adequate funding and product demand. Estimated construction start-dates are summer of 2015 for Phase 2, and summer of 2016 for Phase 3.

7. WARRANTY

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of inspection and approval from the Town of Jackson, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town.

8. LIABILITY

TCHA agrees to carry a comprehensive general liability policy with minimum limits of $500,000 for each occurrence and $1,000,000 annual aggregate for bodily injury and $500,000 for each occurrence and $1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. TCHA also agrees to name the Town as an additional named insured as respects the contract and a certificate of insurance covering these items shall be filed with the Town Engineer within 5 business days of the Effective Date of this Agreement.

9. PERFORMANCE TESTING AND INSPECTION

TCHA shall be required to perform all required testing and/or monitor the installation of all construction associated with the projects water, sewer and storm drainage systems. TCHA shall provide the Town with field and testing reports completed by a State of Wyoming licensed engineer.

TCHA shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. TCHA shall be required to complete all construction work and necessary performance tests on installed infrastructure. TCHA shall be responsible for the preparation of daily inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. TCHA shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

10. APPROVAL BY TOWN ENGINEER

As improvements are completed, TCHA may submit a written request to the Town Engineer to inspect and approve. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further

construction may damage completed infrastructure, the Town Engineer shall furnish TCHA a list of specific deficiencies. TCHA understands that a Certificate of Occupancy for residential structures per Phase will not be obtained until infrastructure improvements are completed according to the approved plans and specifications and upon approvAL of such by the Town Engineer.

11. DEVELOPMENT COORDINATION

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. TCHA shall notify the Town Engineer when improvements shall be installed.

12. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
150 E. Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

TCHA: Teton County Housing Authority
Attention: Christine Walker, Executive Director
260 W. Broadway, Suite B
P.O. Box 714
Jackson, WY 83001

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

13. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This Agreement shall run with the land included within The Grove development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

14. TITLE AND AUTHORITY

TCHA warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed. The undersigned further warrants having full power and authority to enter into this Agreement.

15. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement 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 Agreement in all other respects shall remain valid and enforceable.

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

Mark Barron, Mayor

THE TOWN OF JACKSON WYOMING INCORPORATED SEAL TETON COUNTY

~~Roxanne Devries Robinson~~ Olivia Goodale
Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONTENTS:

Town Engineer

Planning Director

TETON COUNTY HOUSING AUTHORITY

Richard D. Stout,
President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Barron as Mayor of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires: 6/17/17

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by ~~Roxanne DeVries Robinson~~ Olivia Goodale as Town Clerk of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires: 6/17/17

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 30th day of June, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission Expires: 6/17/17

Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 1st day of July, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 30th day of June, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Richard D. Stout, President of the Teton County Housing Authority this 27th day of June, 2014.

Witness my hand and official seal.

BILLI JO JENNINGS - NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES: SEPTEMBER 3, 2014

My commission expires:

Notary Public

Engineer's Opinion of Probable Cost For Construction
The Grove Housing Project
Teton County Housing Authority

Date: 23 May 2014 By: CB/AJ

Jorgensen Associates, P.C.
P.O. Box 9550 / 1315 S. Hwy 89, Suite 203
Jackson, Wyoming 83002 (307)
733-5150

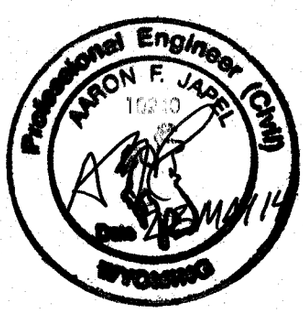
Item No.	Description	Unit	Quantity	Unit Price	Amount
ROADS, SIDEWALKS, AND SITE WORK					
1	Site Earthwork; Stripping, Haul-Off, On-Site	CY	5,000	8.50	42,500.00
2	Road and Parking Subbase; 1 ft. Depth	TON	4,565	32.00	146,080.00
3	Road and Parking Base Course; 6 in. Grading 'H'	TON	2,370	42.00	99,540.00
4	Asphalt Pavement; 2 1/2 in.	TON	1,022	118.00	120,596.00
5	Vertical Curb and Gutter	LF	3,061	33.00	101,013.00
6	TOJ Vert. Curb & Gutter w/ Existing Demo & Paving	LF	345	45.00	15,525.00
7	All Sidewalk; Complete w/ Base	SF	18,858	11.50	216,867.00
8	All Sidewalk Pavers; Complete w/ Base	SF	7,187	11.50	82,650.50
9	All Concrete Patios; Complete w/ Base	SF	2,915	11.50	33,522.50
10	2 Ft. Concrete Valley Gutter w/ Base	LF	513	14.00	7,182.00
11	TOJ Street Reconstruction	EA	2	3,500.00	7,000.00
12	Striping: Parking, Crosswalks, etc.	LS	1	5,000.00	5,000.00
13	Topsoil Placement, 4" thick, screened	CY	616	20.00	12,320.00
14	Seeding	SY	1,992	1.00	1,992.00
15	Sod	SY	17,740	1.00	17,740.00
16	Landscaping	LS	1	146,000.00	146,000.00
17	Site Lighting	LS	1	25,000.00	25,000.00
	Subtotal Roads, Sidewalks, Site Work				$891,788.00
WATER DISTRIBUTION SYSTEM					
18	8" DIP	LF	335	39.00	13,065.00
19	6" DIP	LF	611	37.50	22,912.50
20	4" DIP	LF	620	32.50	20,150.00
21	4" Service Connection	EA	13	2,300.00	29,900.00
22	1" Service Connection	EA	13	1,000.00	13,000.00
23	1" CI 200 PE Service Line	LF	130	28.00	3,640.00
24	Fittings, Tee, Bend, etc.	LS	1	5,000.00	5,000.00
25	Valves, 8", 6", 4"	EA	1	6,650.00	6,650.00
26	Fire Hydrant	EA	3	4,500.00	13,500.00
27	Connection to Existing Main	EA	2	3,500.00	7,000.00
28	Water / Sewer Crossing per Detail	EA	9	900.00	8,100.00
29	Water System Flushing, Disinfection, and Testing	LS	3	2,500.00	7,500.00
	Subtotal Water Distribution				$150,417.50
SANITARY SEWER COLLECTION SYSTEM					
30	8" SDR 35 PVC Main Line	LF	935	39.50	36,932.50
31	6" SDR 35 PVC Service Line	LF	77	39.00	3,003.00
32	4" SDR 35 PVC Service Line	LF	696	31.00	21,576.00
33	6" Sewer Service Connection	EA	2	2,500.00	5,000.00
34	4" Sewer Service Connection	EA	12	2,200.00	26,400.00
35	Sewer Manhole, 5 Ft. Height on New Main Line	EA	6	3,200.00	19,200.00
36	Additional Manhle Height	VFT	18.60	110.00	2,046.00
37	Sewer Service Cleanout; Conc. to Set	EA	14	300.00	4,200.00
38	Connection To Existing Sewer Main w/ new MH	EA	1	2,500.00	2,500.00
39	Connection To Existing Sewer Manhole	EA	1	3,800.00	3,800.00
40	Sewer System Cleaning and Testing	LS	3	2,500.00	7,500.00
	Subtotal Sanitary Sewer Collection				$132,157.50

Item No.	Description	Unit	Quantity	Unit Price	Amount
STORM SEWER COLLECTION SYSTEM					
41	12" SDR 35 PVC Main Line	LF	1,110	31.50	34,965.00
42	6" SDR 35 PVC Branch Line	LF	1,578	30.50	48,129.00
43	6" Branch Connection	EA	5	350.00	1,750.00
44	48" Storm Manhole on Existing Line	EA	2	2,500.00	5,000.00
45	30" Catch Basin	EA	9	1,400.00	12,600.00
46	Landscaping Inlet Grate	EA	9	450.00	4,050.00
47	Solid Access Cover; DL-A1055 w/ One Pick Hole	EA	2	300.00	600.00
48	Storm Sewer Service Building Connection	EA	11	3,000.00	33,000.00
49	Storm Sewer Cleaning and Testing	LS	2	1,200.00	2,400.00
Subtotal Storm Sewer Collection					$142,494.00
CABLE UTILITIES AND MISCELLANEOUS ITEMS					
50	Type A Trenching and Backfill	LF	2,179	9.25	20,155.75
51	4" Sch 40 PVC Conduit	LF	2,179	4.75	10,350.25
52	4" Sch 40 PVC Sweeps	EA	18	55.00	990.00
53	Vault, Transformer, Pedestal Location Backfill	EA	9	850.00	7,650.00
54	Irrigation Sleeves; 4" SCH 40 PVC	LF	1,800	5.00	9,000.00
55	Site Lighting Sleeves; 4"SCH PVC	LF	1,800	5.00	9,000.00
56	Type 2 Pipe Bedding	TON	100	27.00	2,700.00
57	Silt Fence Erosion Protection	LF	500	6.50	3,250.00
58	Straw Wattle Erosion Protection	LF	20	10.00	200.00
59	Force Account	LS	1	20,000.00	20,000.00
60	Mobilization	LS	1	50,000.00	50,000.00
Subtotal Miscellaneous Items					$133,296.00

COST FOR PROJECT INFRASTRUCTURE CONSTRUCTION **$1,450,153.00**

15% CONTINGENCY **$217,522.95**

ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION **$1,667,675.95**



AMENDED AND RESTATED

CONDOMINIUM DECLARATION

for the

THE GROVE

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This Amended and Restated Condominium Declaration ("Declaration") for the Grove Condominiums is made this _____ day of _____, 2018 to be effective on the date of recordation in the land records of Teton County, Wyoming, by the JACKSON TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended (the "Declarant"), pursuant to the Condominium Ownership Act, W.S. §§ 34-20-101 et.seq. (the "Act").

- The Declarant recorded the original Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on May 23, 2016 in Book 920 P. 624.
- The original Condominium Declaration only governed The Grove Condominiums Phase Two Addition to the Town of Jackson ("Phase Two").
- The Grove Condominiums Phase Three Addition to the Town of Jackson ("Phase Three") is currently being constructed by Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming non-profit corporation ("Habitat").
- Habitat's Final Development Permit for Phase Three requires that Phase Three be incorporated into Phase Two so that they comprise one community governed by the same Condominium Declaration and the same Owners Association.
- Article XIII of the original Condominium Declaration authorized the Declarant to unilaterally amend the original Declaration to bring any provision into compliance with any governmental statute, rule, regulation, or judicial or agency determination or to satisfy the requirements of any local, state or federal governmental agency.
- Pursuant to the authority provided in Article XIII of the original Condominium Declaration, the Declarant hereby amends and restates the Declaration in order to comply with the requirements of the Town of Jackson.

ARTICLE I. PREAMBLE

The purpose of this Declaration is to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Grove Condominiums for the benefit of its owners and their guests.

ARTICLE II. CREATION OF THE COMMUNITY

Section 2.1 The Real Property. The Declaration is applicable to that certain real property and improvements located in the County of Teton, State of Wyoming, and more particularly described as **The Grove Condominiums Phase Two Addition to the Town of Jackson and The Grove Condominiums Phase Three Addition to the Town of Jackson**, together with rights, privileges, easements and appurtenances belonging to or in any way pertaining to such real property (the "Real Property"). Phase Three is currently owned by the Declarant and 24 Units are being developed on it by Habitat. Once Habitat has completed and sold the 24 Units on Phase Three, the Declarant will convey the land to the Association. Notwithstanding the foregoing, Phase Three shall be subject to this Declaration even before the conveyance to the Association.

Section 2.2 Intent; Covenants to Run with the Land. Declarant desires to and intends to, and does hereby, submit the Real Property, together with all buildings, structures, improvements and other permanent fixtures of every kind thereon, or in any way pertaining thereto, to the provisions of the Wyoming Condominium Ownership Act. Declarant desires to and intends to and does hereby impose upon the Real Property mutually beneficial rights, easements, privileges, obligations covenants, conditions and restrictions under a general plan of use, conduct, maintenance and improvement for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property and improvements for the benefit of all Owners and Occupants of the Property. Each and all of the provisions hereof shall be deemed to run with the Property and each and every Unit and every interest therein or pertaining thereto, and shall be mutual and equitable servitudes, burdening and benefiting any Owner, Occupant, or other person, including their assigns, heirs, executors, administrators, devisees and successors, acquiring, or owning an interest in the Real Property and improvements comprising the Real Property, the Property, the Buildings or the Units. Each Owner shall, by acceptance of the deed or other conveyance of any such Unit, be conclusively deemed to have consented to and agreed to each and all of the covenants contained herein for such Owner and their heirs, executors, administrators, successors, and assigns, to observe, perform and be bound by each and all of said covenants.

Section 2.3 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the Common Elements appurtenant thereto.

Section 2.4 Period of Condominium Ownership. The condominium ownership created in this Declaration and the Plats shall continue until this Declaration is revoked or terminated in the manner provided herein.

Section 2.5 Governing Documents. The Governing Documents create a general plan of development, administration, maintenance and preservation for the Grove Condominiums that may be supplemented as set forth herein. All provisions of the Governing Documents shall apply to all Owners as well as their respective tenants, guests, and invitees.

Section 2.6 Development Restrictions. All development of the Real Property shall comply with the requirements of the Final Development Permits for Phase Two and Phase Three and with all applicable land use regulations of the Town of Jackson, in addition to the requirements of this Declaration.

Section 2.7 Severability. If any provision of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof is determined by judgment or court order or under any circumstance to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

ARTICLE III. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, when used in this Declaration, shall be defined as follows:

Section 3.1 Act. "Act" shall mean the Condominium Ownership Act, W.S. §§34-20-101 et. seq.

Section 3.2 Articles. "Articles" shall mean the Articles of Incorporation of the Association.

Section 3.3 Assessment. "Assessment" shall mean any Regular Assessment, Specific Assessment, Neighborhood Assessment or Special Assessment as the context so requires.

Section 3.4 Association. "Association" shall mean the Grove Condominiums Owners Association, a nonprofit corporation organized under Wyoming Statute §§ 17-19-101 et. seq. as the governing body for the Property.

Section 3.5 Board. "Board," "Board of Directors" or "Directors" shall mean the governing board of the Association, appointed or elected in accordance with the Declaration, the Articles and the Bylaws.

Section 3.6 Buildings. "Buildings" shall mean the structures constructed or located on the Real Property and consisting of the Units and the Common Elements.

Section 3.7 Bylaws. "Bylaws" or "Association Bylaws" shall mean the Bylaws of the Grove Condominiums Owners Association as the same may be amended from time to time.

Section 3.8 Common Elements. "Common Elements" or "Common Area" shall mean the General Common Elements and Limited Common Elements, in the aggregate, or a portion thereof, as the context requires.

Section 3.9 Common Expenses. "Common Expenses" shall mean those expenses of the Association defined in Section 9.2 of this Declaration.

Section 3.10 Community-Wide Standard. "Community-Wide Standard" shall mean the standard of quality of the Property, including the level of maintenance, the conduct or other activity generally prevailing throughout the Property, which at a minimum shall mean that standard required to operate the Grove Condominiums in a condition and at a level of quality no less than that which existed at the time Phase Two and Phase Three were initially completed (ordinary wear and tear excepted) and in accordance with the Master Rules and Regulations enacted by the Board from time to time. Such standard may be more specifically defined in the Governing Documents.

Section 3.11 Condominium. "Condominium" or "Condominiums" shall mean the Grove Condominiums created by this Declaration and the Plats, as the same may be expanded in the future by annexation, expansion or otherwise.

Section 3.12 Condominium Plats. "Condominium Plats" or "Plats" shall mean those maps or plats of survey of Phase Two and Phase Three recorded with the Clerk of Teton County, Wyoming, consisting of maps or plats of survey of the Real Property, showing the legal description thereof, the location of the Buildings with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within the Buildings, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units, and the General Common Elements and Limited Common Elements, together with such other information as may be included therein.

Section 3.13 Declaration. "Declaration" shall mean this Condominium Declaration for the Grove Condominiums.

Section 3.14 Declarant. "Declarant" shall mean JACKSON TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, its successors or assigns.

Section 3.15 General Common Elements. "General Common Elements" shall mean the entire Property except the Units and all Limited Common Elements, as designated on the Plats or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveways and parking areas, walkways, parks, utilities, open space; and (ii) all appurtenances as delineated or described herein or on the Plats. Each Owner shall own an undivided interest in the General Common Elements as a tenant-in-common with all the other Owners of the Property in equal proportions, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of such Owner's Unit, which right shall be appurtenant to the Unit. General Common Elements may be referred to herein and on the Plats as "General Common Element" or "GCE".

Section 3.16 Governing Documents. "Governing Documents" shall mean the Articles, the Bylaws, the Declaration, the Plats and the Master Rules and Regulations, as the aforementioned documents may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

Section 3.17 Limited Common Elements. "Limited Common Elements" means those portions of the General Common Elements as defined herein and as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any Limited Common Elements specifically allocated to Units as shown on the Condominium Plats. Limited Common Elements may be referred to herein or on the Condominium Plats as "Limited Common Element" or "LCE".

Section 3.18 Limited Common Elements – Carport. "Limited Common Elements – Carport" shall mean those Limited Common Elements reserved for the exclusive use of a Unit, which shall be designated as Limited Common Elements – C __ on the Plats. Limited Common Elements – Carport may also be referred to herein and on the Plats as "LCE – Carport", or "LCE – C".

Section 3.19 Limited Common Elements - Neighborhood. "Limited Common Elements - Neighborhood" shall mean for the respective phases (Phase Two and Phase Three) (i) all pipes, ducts, flues, chutes, heating, sprinkler and cooling systems, conduits, wires and other utility installations to (but not at) the outlets, and (ii) such component parts of doors, walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described herein or on the Plats. Limited Common Elements – Neighborhood may also be referred to herein and on the Plats as "LCE – N".

Section 3.20 Deleted

Section 3.21 Limited Common Elements – Yard. "Limited Common Elements – Residential" means those Limited Common Elements for the exclusive use of the Residential Unit(s), as may be described herein and as shown on the Condominium Plats. Limited Common Elements – Residential may also be referred to herein and on the Condominium Plats as "Limited Common Element – Yard", "LCE – Yard", or "LCE – Y".

Section 3.22 Managing Company. "Managing Company" shall mean any individual or company with which the Association contracts or assigns any or all of its rights, duties or obligations for the more efficient management of the Condominiums or the affairs of the Association. The Managing Company may also be called the "Property Manager," "Manager" or the "Management Agent".

Section 3.23 Master Rules and Regulations. "Master Rules and Regulations" or "Rules" means the Master Rules and Regulations promulgated by the Board, as they may be amended from time to time, relating to the possession, use and enjoyment of the Property.

Section 3.24 Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 3.25 Mortgagee. "Mortgagee" shall mean any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage, or deed of trust, as well as any insurer or guarantor of the Mortgage, by which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 3.26 Neighborhood Assessment. "Neighborhood Assessment" shall have the meaning defined and described in Section 9.6 of this Declaration.

Section 3.27 Occupant. "Occupant" shall mean any person or persons in possession of a Unit, or a portion thereof, including Owners, guests, agents, employees, patrons, and invitees of such Owner or Occupant.

Section 3.28 Owner. "Owner" shall mean any person, persons, entity, or entities, at any time owning a Unit. For purposes of the Governing Documents, each Unit shall have one "Owner" and the term "Owner" shall refer to all individuals collectively owning a Unit. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3.29 Property. "Property" shall mean the Real Property and Buildings constructed thereon and all other improvements located on or appurtenant to the Real Property.

Section 3.30 Real Property. The "Real Property" shall mean the real property as defined in Section 2.1 of this Declaration.

Section 3.31 Regular Assessment. "Regular Assessment" shall have the meaning defined and described in Section 9.2 of this Declaration.

Section 3.32 Residential Unit. "Residential Unit" shall mean each of the individually-owned residential Units designated on the Plats each of which shall be occupied and used by Owners and Occupants for residential purposes only.

Section 3.33 Special Assessment. "Special Assessment" shall have the meaning defined and described in Section 9.5 of this Declaration.

Section 3.34 Specific Assessment. "Specific Assessment" shall have the meaning defined and described in Section 9.7 of this Declaration.

Section 3.35 The Grove Condominiums. The "Grove Condominiums" shall mean the Property.

Section 3.36 Unit or Condominium Unit. "Unit" or "Condominium Unit" means those certain individual air space units, as designated and delineated on the Condominium Plats. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plats. The Unit shall include all lath or furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Limited Common Elements - Neighborhood. In addition, each Unit shall include the following: (i) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Unit; (ii) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, air handling ducts, heating and waste disposal, within the boundaries of the Unit and serving that specific unit; (iii) all heating, hot water and air conditioning apparatus exclusively serving the Unit; and (iv) all cabinets, appliances, countertops, plumbing fixtures and light fixtures. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors

are closed; the physical windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1 **Estates of an Owner**. The Property is hereby divided into condominium units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements and any Limited Common Elements appurtenant to each Unit. Each Unit shall have an equal percentage of ownership interest in the General Common Elements for purposes of taxes, assessments and other charges under W.S. § 34-20-104(a). Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

Section 4.2 **Description of a Condominium Unit.** Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Condominium Plats and the recording data for this Declaration as each appears in the records in the Office of the County Clerk of Teton County, Wyoming, in substantially the following fashion:

> Unit _____ of the Grove Condominiums Phase (Two or Three) Addition to the Town of Jackson (An Affordable Housing Subdivision), according to that plat recorded in the office of the County Clerk of Teton County, Wyoming on _____ _____, 20__, as Plat Number_____, and as further defined and described in that Condominium Declaration for the Grove Condominiums, and any amendments and supplements thereto, recorded in the office of the County Clerk of Teton County, Wyoming, from time to time.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the General Common Elements and any Limited Common Elements appurtenant to the Unit, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration and the Governing Documents.

Section 4.3 **Ownership of Common Elements and Assessments**. Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use and enjoy the Common Elements appurtenant to each Unit, and the exclusive right to use any Limited Common Elements appurtenant solely to a specific Unit, as designated on the Plats or elsewhere in the Governing Documents. The percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Owners expressed in an amendment to this Declaration, duly executed by all such Owners and recorded.

Section 4.4 **Partition Not Permitted**. The Common Elements shall be owned in common by all owners of Units, and such ownership is appurtenant to the Units, and no Owner may bring any action for partition thereof. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of

Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part hereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, conveyance, or disposition, respectively, of the entire Unit, together with all appurtenant rights created by law, by this Declaration, or by the Governing Documents.

Section 4.5 Owner's Voting Rights. The relative voting rights of the Owners, as members in the Association, shall be one vote per Unit and as further set forth in the Bylaws, and are not divisible, no matter how many individuals may own a Unit.

Section 4.6 Taxes and Assessments. All taxes, assessments and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately, not on the Buildings or the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit and the appurtenant Common Elements. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his/her Condominium Unit, or interest therein, or his/her interest in the General Common Elements or any part of any or all of the foregoing.

The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

Section 4.7 Separate Mortgages. Each Owner shall have the right to mortgage or otherwise encumber his/her Unit; however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest therein appurtenant to his/her Unit. Any mortgage or other encumbrance of any Unit within the Buildings shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure or otherwise.

Section 4.8 Mechanic's and Materialmen's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of the Owner thereof or his agent, contractor, or subcontractor, shall create any right to file a statement of mechanic's or materialmen's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for which such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify

and hold harmless each of the other Owners from and against liability or loss arising from any claim against the Unit of the Owner, or any part thereof, for labor performed or materials furnished in work on such Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, and all costs incidental thereto, including attorney's fees, whether or not such amount shall be dispute between the Owner for which the labor was performed or the materials furnished and the mechanic or materialman who provided such labor or materials, and whether or not such amount shall ultimately be determined to be owed by the Owner to the mechanic or materialman. If not promptly paid, the Association may collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

ARTICLE V. USE AND OCCUPANCY OF COMMON ELEMENTS AND OTHER RIGHTS AND EASEMENTS; CONSTRUCTION ACTIVITIES

Section 5.1 Use of General Common Elements. Subject to other provisions of the Declaration and the Governing Documents, each Owner shall have a non-exclusive right to use and enjoy the General Common Elements as may be required for the purpose of access and ingress and egress to, use, occupancy and enjoyment of the respective Unit by such Owner. Such right to use the General Common Elements shall extend to each Owner and its agents, servants, tenants, family members, guests, and invitees, including personnel, contractors and management, and employees. Such rights to use shall be consistent with the rights of use and enjoyment of the other Owners and shall be subject to and governed by the Governing Documents, which may in some instances restrict or otherwise forbid such use in part, and such use shall be appurtenant to the Unit and shall pass with, and not be severable from, any conveyance or lease of such Unit.

Section 5.2 Use of Limited Common Elements. Subject to the other provisions of this Declaration and the other Governing Documents, each Owner, as well as their agents, servants, contractors, employees, tenants, family members, guests and invitees shall have the exclusive right to use and enjoy Limited Common Elements designated herein or on the Plats or pursuant to the Governing Documents as exclusively appurtenant to the Unit(s) owned by such Owner(s).

Section 5.3 Association's Right to Use Units and General and Limited Common Elements. The Association shall have a nonexclusive easement to make such use of the Units, General Common Elements, and Limited Common Elements as may be necessary or appropriate to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration or the Governing Documents. The Association, through its Board, shall have the right to make changes to the Common Elements for the benefit of the Owners, as the Board may determine in its reasonable discretion, including without limitation the right to allocate parking among the Units and the right to enter into shared parking agreements.

Section 5.4 Owner's Right with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, carpet, wallpaper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors and doors of his/her Unit.

Section 5.5 **Easement for Ingress, Egress, Support and Utilities**. Each Owner shall have a non-exclusive easement over, upon, and across the General Common Elements, including the General Common Elements within the Unit of another Owner, necessary for access, ingress and egress to his/her Unit and to the Limited Common Elements designated for use in connection with such owner's Unit, and for horizontal and lateral support of the Unit and for utility service to the Unit, including without limitation water, sewer, gas, electricity, telephone and television service, which easement shall be perpetual and appurtenant to and shall pass with the title to each Unit. The maintenance responsibility incident to such easement shall be the responsibility of the Association and no Owner shall have the individual right to maintain the easement area absent the unreasonable failure, after reasonable notice, of the Association to do so. Notwithstanding the foregoing, where work is undertaken by someone other than the Association, upon completion of the work, the person or entity exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The Association reserves the right to grant to utility providers, the Association, and the Owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plats for the purpose of installing utilities, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems; to serve the Property, inspecting, maintaining, repairing and replacing such utilities (including HVAC units) and infrastructure that serve the Units; and access to read utility meters. Work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The exercise of these easements shall not extend to permitting entry into any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Section 5.6 **Easements for Encroachments**. If any part of the General Common Elements encroaches or shall hereinafter encroach upon a Unit or Units, including without limitation utility wiring and piping serving the Unit(s), an easement for such encroachment and for the maintenance of the same shall and does exist in favor of the Association. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist in favor of such encroaching Owner. Such encroachments shall not be considered to be an encumbrance either on the General Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction of the Property or any part thereof in accordance with the original plans for the Property, and any encroachment due to building overhangs or projection.

Section 5.7 **Easements of Access for Repair, Maintenance, and Emergencies**. The Association shall have a perpetual nonexclusive easement of access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of the Units and any of the Common Elements located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit or Units. Any damage to the interior of any part

of a Unit or Units resulting from the repair, maintenance, or an emergency of any Unit or any of the Common Elements, or as a result of emergency repairs within another Unit at the direction of the Association or of any Owner shall be an expense of all of the Owners of the Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, its invitees, guests, tenants or assigns, then such Owner shall be financially responsible for all of such damage, including any insurance deductibles due related to such damage. Any amount owed to the Association by an Owner pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 5.8 Easements for Drainage . Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any portion of the Properties to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Board.

Section 5.9 Easement for Construction. The Board shall have the right to grant a temporary easement for ingress and egress over, under, upon, and across the Property, as may be reasonably necessary incident to completion of the orderly development of the Property.

Section 5.10 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit, shall be deemed to grant and reserve such easements as are provided for herein, even though no specific reference to such easements may appear in any such conveyance.

Section 5.11 Construction Activities. The Property is located in an area that may be subject to or near ongoing construction activities relating to the development of adjacent or nearby properties. The construction activities may generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The construction activities may include, without limitation: (i) construction traffic, including, without limitation, construction vehicles, equipment and vehicles used or owned by adjacent landowners, and the employees, agents, and contractors of any of them; and (ii) construction activities, including, without limitation, grading, excavation, clearing, site work, and construction of improvements on such adjacent or nearby properties.

Section 5.12 Easement for Emergency Vehicles and Personnel. The Property is hereby burdened with an easement allowing all policemen, firemen, ambulance personnel and similar emergency personnel, and their vehicles entry to perform their duties, including the enforcement of traffic regulations.

Section 5.13 Adjacent Property Cross-Access Easement. The Association hereby declares and grants to the owner(s) of "Adjusted Tract 18" located adjacent to the Property and depicted on that Map of Survey No. T-58D entitled "Minor Boundary Adjustment Between Properties of Jackson Teton County Housing Authority" and recorded in the Office of the Clerk of Teton County, Wyoming, and such owners' successors and assigns, for their use, in common with others entitled to use the same, a nonexclusive easement for the (i) passage of vehicles over and across the drives in the General Common Element, and (ii) for the passage and accommodation of pedestrians over and across the parking, drives, and sidewalk areas, as such drives parking and

sidewalks may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the provisions contained in this Declaration.

ARTICLE VI. USE AND CONDUCT

Section 6.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the members of the Association must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Grove Condominiums, its Owners and residents. Therefore, this Article establishes procedures for establishing, modifying and expanding the Master Rules and Regulations.

Section 6.2 Rule Making Authority.

(a) Subject to the terms of this Section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand any Rules and Regulations adopted by the Board, subject to this Section. The Board shall give notice to all Owners concerning any such proposed action at least five (5) business days prior to the meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with paragraph (b) below if: approved at a meeting of the Members by more than sixty percent (60%) of the total votes.

(b) At least thirty (30) days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

Section 6.3 Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Units or the rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available to the Owners, from adopting generally applicable rules for use of the Common Elements, or from denying use privileges to those who abuse the Common Elements or violate the Governing Documents. This provision does not affect the right to increase the amount of Assessments as provided by Article IX.

Section 6.4 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Unit is limited by the Governing Documents, specifically including without limitation the Master Rules and Regulations, as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit acknowledges and agrees that the use and enjoyment and marketability of his Unit can be affected by the Governing Documents and that the Governing Documents may change from time

to time. All purchasers of a Unit are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Governing Documents may be obtained from the Association.

Section 6.5 Displays. Without prior written consent of the Board, Owners shall not permit any sign to be displayed to the public view, either from within the Unit or from the appurtenant Common Elements, including without limitation commercial, political, "for sale", "for rent", informational or directional signs, devices or nameplates. This restriction shall not apply to traffic signs, unit designations, project designations, or similar signs displayed by the Board, or to temporary signage to caution or warn of danger.

Section 6.6 Nuisance. No noxious or offensive activity shall be carried on within or upon any Unit or Common Element, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owner(s) in the enjoyment of their Unit(s), or in their enjoyment of the Common Elements. No sounds shall be emitted on any part of the Property that is unreasonably loud or annoying.

Section 6.7 Domestic Animals. Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. For purposes of this Section, "nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other personal or real property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. For purposes of this Section, a "noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Association, the Board, or its designee may require an Owner, at its own expense, to remove a pet determined by the Association to be a nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the nuisance pet and any such action shall not be deemed a trespass, and the cost therefor shall be levied against the offending Owner as a Specific Assessment. In the event the Board removes such an animal, the animal shall be kenneled and the cost therefor shall be levied against the offending Owner as a Specific Assessment.

No Owner or keeper of any animal who is visiting or working on the Property shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Property thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic within the Property.

The Owner of a Unit where a household pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other Units necessitated by such pet.

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation.

All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Property or in a Unit.

6.8 Fencing. Except for the fencing approved by the Board and installed in the LCE-Yard, no fence, gate, hedge or wall shall be erected or maintained by an Owner. The right to fence the Property is reserved by the Association.

6.9 Prohibited Uses. The following uses are prohibited on the Common Elements and the Units:

(a) Non residential uses, except for home occupation uses permitted by the applicable zoning and land use regulations.

(b) The construction or location of any buildings, decks, patios, structures or accessory structures except for the Units and those structures constructed in accordance with the Plats.

(c) Dredging, mining, excavation, or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel.

(d) Off-road use of vehicles and off-trail use of any form of motorized transportation, except for motorized wheelchairs and the use of vehicles to respond to emergencies.

(e) The construction of any roads, driveways, and parking areas or places not depicted on the Plats, except as may be reserved by the Association herein or on the Plats.

(f) The storage of recreational vehicles or equipment (including, but not limited to boats, campers, and motor homes), furniture, and any other items or structures, and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials so as to be visible from another Unit or the Common Area.

(g) Clearing, grading or other movement of the natural topography of the land except such clearing for safety purposes (e.g. deadfall along roads, or next to other structures), or clearing for the fire safety based on an improved fire management plan.

(h) The storage of garbage except in designated spaces within the General Common Element as designated on the Plats. No garbage or other materials shall be set out in such a manner to allow persons, vehicles, animals, or weather to scatter such garbage or other materials on the Property.

(i) No hot tubs are permitted.

(j) Use of all other services and amenities on the Property, shall be managed by the Association and be subject to the Rules and Regulations.

(k) No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers or other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

(l) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be installed or erected by or at the direction of an Owner. Notwithstanding the foregoing, the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building.

(m) The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on or within the Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment and toys), trash containers, or any similar items, and paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

(n) Any alteration to the exterior surfaces of the Buildings.

(o) The alteration or addition of decking, fences or landscaping within the Common Elements.

6.10 Vehicle Parking, Storage, Operation and Repair.

(a) No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), trucks, snowmobiles, recreational vehicles, golf carts, abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting operating passenger automobiles and one ton or smaller trucks) shall be stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Common Elements. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto in the LCE – Carport.

(b) An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by an Owner or Occupant on their Unit's Limited Common

Element - Carport while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(c) In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to have the offending vehicle removed and stored, at the sole expense of the Owner of the Unit number associated with the Limited Common Element on which the vehicle is located and to enter upon such LCE for such purpose, all without liability on the part of the Board.

(d) Parking of vehicles in designated Limited Common Element – Carport, as specified on the Final Plats, shall be permitted.

ARTICLE VII. THE ASSOCIATION

Section 7.1 Administration of Property; Creation of Association; Adoption of Bylaws. The Association shall administer the Property in accordance with the Act and the Governing Documents through its Board which shall adopt the Bylaws.

Section 7.2 Membership. Every Owner shall be entitled and required to be a member of the Association. Upon acceptance of a warranty deed or other instrument of conveyance of title for a Unit, such Owner shall automatically become a member of the Association and shall have all of the rights and obligations of a member as provided herein and in the Governing Documents. Membership shall be appurtenant to the fee simple title to such Unit and shall be transferred automatically and immediately by conveyance of the Unit. If more than one person comprises the Owner, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held and all voting shall be exercised by an authorized representative of such multiple persons pursuant to the Bylaws. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Unit.

Section 7.3 Voting Rights. When Phase Three is completed, the total number of votes which may be cast by all members of the Association shall be forty-eight (48) and each Owner shall be entitled to one vote. Phase Three is being constructed and sold in three stages (8 units for each stage) and when a Unit in Phase Three is sold, the purchasing Owner will be entitled to vote on Association matters.

Section 7.4 Board of Directors. The affairs of the Association shall be managed by the Board which may, by resolution, delegate any portion of its authority in accordance with the Declaration and the Bylaws. Beginning with first Board election subsequent to the recordation of this instrument and continuing at all times thereafter, at least one Owner who lives in Phase Two and at least one Owner who lives in Phase Three shall be Directors on the Board. In the

event no qualified Member is eligible or willing to fill a Board position reserved for a Phase of the development, there shall be a second nomination process and if again the Board position is not filled as set forth above, then any Member may be elected to fill the vacant Board position at that election, without regard to their Unit Ownership in one phase or another.

ARTICLE VIII. CERTAIN RIGHTS, POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 8.1 Powers of the Board of Directors of the Association. Subject to the provisions of the Declaration and the other Governing Documents, the Board shall have the powers enumerated in the Bylaws and provided herein or by the governing laws of the State of Wyoming for boards of directors of nonprofit corporations.

Section 8.2 Management, Control and Maintenance of the Common Elements. The Association, subject to the rights and duties of the Owners set forth herein, shall be responsible for the exclusive management, control, maintenance, repair and replacement of the Common Elements (including without limitation LCE – Carport, LCE – Yard and LCE - Neighborhood) and all improvements thereon, and shall keep the same in good, clean, safe, sanitary and attractive condition, order and repair consistent with or exceeding the Community-Wide Standard. The cost of such management, control, maintenance, repair and replacement by the Association shall be paid by the members of the Association as Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments as provided herein. Such maintenance and repair shall include landscaping services, including mowing of the GCE if necessary (but not mowing of LCE-Y), snow removal and the like.

The Association shall have the right to grant easements for utility and access purposes over, upon, across, under, or through any portion of the Common Elements and each Owner hereby, and by acceptance of a deed for a Unit hereafter, irrevocably appoints the Board as their attorney-in-fact for such purpose.

Section 8.3 Maintenance and Repair of Units Each Owner has the responsibility to maintain, repair and replace such Owner's respective Unit at or exceeding the Community-Wide Standard. To the extent an Owner does not so maintain such Owner's Unit, the Association may so maintain and repair the Unit, and such Owner shall be assessed, as a Specific Assessment, the cost of such maintenance, repairs or replacements.

Each Owner shall keep their Unit and its appurtenant Limited Common Elements in good, clean, safe, sanitary and attractive condition, order, and repair during any period of Owner use, and shall promptly notify the Association of any need for maintenance, repair or replacement to the Common Element.

Section 8.4 Delegation of Powers and Responsibilities of Association. The Association or the Board may obtain and pay for the services of the Managing Company to manage its affairs, or any part thereof, including without limitation legal, accounting, management, marketing, maintenance, electrical, water, sewer, and trash collection services, to the extent it deems advisable for the proper operation of the Property, whether such personnel are

furnished or employed directly by the Association or any other person or entity with whom or which it contracts.

Section 8.5 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners, and subject to the limitations on use contained within the Governing Documents.

Section 8.6 Master Rules and Regulations. As set forth in this Declaration, the Association may make reasonable rules and regulations governing the use of the Units, the General Common Elements and the Limited Common Elements, which Master Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

Section 8.7 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8.8 Amplification. The provisions of this Article are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 8.9 Limitation on Association's Liability. The Association shall not be liable for any failure of any service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Owner or person in the Buildings, or resulting from the electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Buildings or the Common Elements, including any of the pipes, drains, conduits, appliances or equipment thereof, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Property or the Common Elements or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

Section 8.10 Enforcement of Governing Documents.

a. In General. In the event that any Owner, Occupant or any other person fails to comply with any of the provisions of the Governing Documents, the Association and any Owner shall have full power and authority to enforce compliance with such instruments or documents, in any manner provided for therein, at law or in equity, including, without limitation, the right to (i) enforce the Governing Documents by charging a fine for each violation as the same is further described in the Master Rules and Regulations, (ii) commence an action for damages, to enjoin the violation or specifically enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of any Owner in any lawful

manner; (iii) require an Owner, at such Owner's expense, to remove any non-complying structure or improvements on such Owner's Unit and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (iv) without liability to any person, preclude any contractor, subcontractor, agent, employee or other invitee of a Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities on the Property; and (v) levy Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action

All sums payable pursuant to this Declaration that become delinquent shall bear interest at a rate determined by the Board, but in no event shall such rate be more than 1.5 percent per month or the then-maximum rate permitted by law, whichever is less, commencing on the date such payment becomes delinquent or, if advanced or incurred by the Association or another person pursuant to authorization contained in this Declaration, commencing 30 days after repayment is requested.

Each Person who becomes delinquent in the payment of any amount due the Association shall pay to the Association a late charge of $5.00 per day of such delinquency or such other amount as may be determined by the Board from time to time, for each payment that is delinquent. Each Person who becomes delinquent in the payment of any amount due the Association shall be liable for all reasonable costs and attorney's fees incurred by the Association with respect to collection of all delinquent amounts, which costs and fees shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which the Assessment is made.

All enforcement powers of the Association shall be cumulative. The failure of the Association to enforce any provision of the Governing Documents shall not operate as a waiver by the Association to enforce such provision or any other provision of the Governing Documents in the future against the violating Owner or other individual or against any individual in the future.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Town of Jackson, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

b. <u>Suspension of Rights and Privileges</u>. In amplification of, and not in limitation of, the general powers specified in this Declaration, the Association through its Board shall have the following rights and powers, in addition to those set forth in the Act:

If a Person shall be in breach of the Governing Documents, including but not limited to the failure of that Owner to pay any Assessment attributable to, or incurred in connection with, a Unit on or before the due date therefore, or for the failure of a successor-in-title of a Unit to promptly cure any past due Assessments or other amounts due and owing to the Association, whether or not the obligation to pay for such Assessments or other amounts due arose prior to the time such successor-in-title obtained such Unit, the Association may suspend that Owner's rights and privileges arising from the ownership of such Unit including, but not limited to, the right to participate in any vote or other determination provided for herein and the right to any nonessential services including cable or satellite television service or internet access or the like, and may assess monetary penalties as may be provided herein, in the Master Rules and Regulations, in the Bylaws or other Governing Documents.

No suspension of rights and privileges, except a suspension of privileges for the failure of a Person to pay any Assessments, any portion thereof or any other amount due on or before the due date therefore, and no imposition of monetary penalties shall be made except after a meeting of the Board duly called and held for such purpose.

Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Person's defense shall be oral or written, shall be given to the Person at least 15 days prior to the date of the meeting. The Person shall be entitled to appear at that meeting and present his or her case, either orally or in writing as designated by the Board, as to why his or her privileges should not be suspended or monetary penalties imposed.

The decision as to whether rights and privileges should be suspended or monetary penalties imposed shall be made by a majority of the Board present at that meeting. Written notice of suspension or monetary penalties imposed, the reasons therefor and the length or amount thereof shall be given to the Person, and the suspension or penalties shall become effective on the date such notice is given, which date shall be not less than three days after the date of such meeting.

If a suspension of rights and privileges or imposition of monetary penalties is based:

(i) on the failure of a Person to pay Assessments or any other amount due when due attributable to, or incurred in connection with a Unit, the suspended rights and privileges of that Person with respect to the Unit shall be reinstated automatically at such time as payment is received by the Association, in cash or by electronic funds transfer or certified check, of all amounts past due as of the date of the reinstatement and all monetary penalties imposed, together with accrued and unpaid interest and any late charges imposed which are attributable to, or were incurred in connection with, such Unit.

(ii) on any act or omission other than the failure of a Person to pay Assessments or any other amount due when due, the suspended rights and privileges shall be automatically reinstated upon the earlier of expiration of the period stated in the suspension notice or payment of the monetary penalties imposed.

c. Enforcement of Association's Rights. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

d. Indemnification of Officers, Directors and Others . The Association shall indemnify any of its officers or directors who are made a party to any legal proceeding because of that person's position as officer or director, so long as the officer or director acted in good faith and not in willful disregard of its duties.

e. Provision of Services . The Association is authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include property management services, snow removal, trash and recycling removal, landscape maintenance, pest control, utilities, and similar services.

ARTICLE IX. ASSESSMENTS

Section 9.1 Members' Obligations to Pay Assessments and Other Amounts. Each Owner shall be deemed to covenant and agree with each other and with the Association, to pay the Association all Assessments, whether Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments, made by the Association for the purposes provided in this Declaration, as well as such reasonable and uniformly applied charges for use of the Property and reasonable and uniformly applied fines imposed for violation of the Master Rules and Regulations adopted by the Association as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time, as provided in this Declaration.

Section 9.2 Regular Assessments. The regular assessments against all Units within the Property (the "Regular Assessments") shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (i) the administration and/or management of the Property; (ii) the maintenance, operation repair and replacement of the Common Elements; (iii) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed; (iv) premiums for all insurance which the Association is required or permitted to maintain hereunder; (v) wages of and other costs associated with Association managers, employees or contractors; (vi) legal, audit and accounting fees; (vii) amounts necessary to eliminate any deficit remaining from a previous period; (viii) creation of a reasonable reserve fund ("Reserve Fund") for periodic maintenance, repair and replacement of the Common Elements and for future capital expenditures for the Common Elements; (ix) all costs associated with the Annual Meeting; and (x) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of

the members of the Association pursuant to this Declaration or the Bylaws. All of the foregoing shall be referred to herein as the "Common Expenses", which Common Expenses shall be assessed to the Owners in the following two general categories:

a. General Common Expenses. The General Common Expenses shall include the Common Expenses.

b. Reserve Fund. The "Reserve Fund" shall include sums reserved for future capital expenditures for the Common Elements and funds to pay insurance deductibles, which reserve fund shall be assessed to all Units.

Section 9.3 Apportionment of Regular Assessments. The Regular Assessments pertaining to the General Common Expenses and Reserve Fund shall be apportioned equally among the Owners.

Section 9.4 Notice of Periodic Assessments; Time for Payment Thereof; and Interest. The Association shall assess Owners monthly (or such other periods as it may determine) for the Regular Assessments any Special Assessments or Specific Assessments consistent with an annual budget duly adopted by the Board . The Association shall provide notice of such periodic assessment to the Owners by any method authorized by the Bylaws or the Declaration. No payment shall be due less than thirty (30) days after written notice has been sent to the Owners. Failure of the Association to give written notice of the Assessment shall not affect the liability of the Owner of any Unit for such Assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.

Section 9.5 Special Assessments. In addition to the Regular Assessments authorized by this Declaration, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of all members of the Association, special assessments, payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or any shortfall in the Reserve Fund, or for any other expense incurred or to be incurred as provided in this Declaration (the "Special Assessment"). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Section or by the affirmative vote of the members of the Association as provided herein. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner and the same proportion as the Regular Assessments.

Section 9.6 Neighborhood Assessments. The Board shall have the power to levy separate Neighborhood Assessments to the Owners in the Grove Phase Two and the Owners in the Grove Phase Three (each Phase being treated as a separate neighborhood) for the following purposes: (1) maintaining, repairing and replacing the Limited Common Elements - Neighborhood; and (2) creating of a reasonable neighborhood reserve fund ("Neighborhood Reserve Fund") for the periodic maintenance, repair and replacement of the Limited Common

Elements - Neighborhood. Neighborhood Assessments for Phase Two shall be apportioned amongst the Owners in Phase Two based on the Percentage Ownership set forth in **Exhibit A.** Neighborhood Assessment for Phase Three shall be apportioned equally amongst the Owners in Phase Three.

Section 9.7 Specific Assessments. The Association shall have the power to levy Specific Assessments (individually, the "Specific Assessment") against a particular Unit or limited number of Units as follows:

a. To cover costs incurred by the Association, including the payment of insurance deductibles on insurance policies held by the Association, to maintain or repair damage to a Unit or the Common Elements caused by the negligence or as a consequence of the conduct or lack of conduct of the Owner, their family members, agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment;

b. To cover costs incurred by the Association for all routine, non-routine and preventative maintenance, repairs or replacements of a Unit.

Section 9.8 Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, including any penalties assessed herein for noncompliance with the Governing Documents, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association, which lien is perfected from and after the recording of this Declaration without the necessity of recording any notice of delinquency or notice of lien. Each default of an Owner for nonpayment of an amount assessed hereunder or for violation of the Owner's obligations under the Governing Documents shall constitute a separate basis for a demand or claim of lien. Such lien shall attach from the due date of the assessment and shall be superior to all other liens and encumbrances on such Unit except for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) labor or materialmen's liens, to the extent allowed by law, (c) all sums unpaid on a first Mortgage, a first trust indenture, or contract for deed, of record, and (d) all sums unpaid on a second Mortgage held by Habitat or a mortgage servicing company utilized by Habitat. All other lienholders acquiring liens on any Unit after the recordation date of this Declaration shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The secured party under a valid Mortgage, duly recorded in the land records in the Office of the Clerk of Teton County, Wyoming as to a Unit, shall be entitled to cure a default in payment of Assessments by paying all past due Assessments. In the event of foreclosure on any such Mortgage, the holder thereof shall take the Unit interest subject to all unpaid Assessments, interest and penalties then due.

The Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Unit, and a description of the Unit. Such notice shall be signed by the Association, and may be recorded in the land records in the Office of the Clerk of Teton County, Wyoming if such assessment is more than sixty (60) days past due. Such lien may be enforced by power of sale by

the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Wyoming for the foreclosure of liens against real estate or in any other manner permitted by law. In any such foreclosure as to a Unit, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of recording the notice of assessment, and all reasonable attorneys' fees associated therewith. All such costs and expenses shall be secured by the lien being foreclosed as to the Unit. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to thereafter acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. The purchaser at any sale shall obtain title to the Unit after the expiration of any applicable period of redemption subject to, and shall be jointly and severally liable with the Owner foreclosed upon with respect to all Assessments and other sums due or performance claimed, subject to the provisions of the Governing Documents. No sale or transfer shall relieve the Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefore as provided for in this Section. All sums assessed hereunder but still unpaid shall also remain the obligation of and shall be payable by the Owner foreclosed upon.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the land records in the Office of the Clerk of Teton County, Wyoming upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Section 9.9 Personal Obligation of Owner. The amount of any Regular Assessment, Special Assessment, Neighborhood Assessment or Specific Assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his/her Unit. Any purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 9.10 Estoppel Certificate. Upon payment of a reasonable fee and upon five (5) business days written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue an estoppel certificate setting forth the amount of the unpaid Assessments including penalties, fees and interest accrued and due, if any, with respect to such Unit, whether Regular Assessments, Specific Assessments, Neighborhood Assessments or Special Assessments, the amount of the current Regular Assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which certificate shall be conclusive upon the Association in favor of persons who rely thereon in good faith that no greater amounts were then due or accrued and unpaid, with the exception that any damage done to a Unit after the date of the estoppel certificate shall create an

assessment against the Unit and shall not be foreclosed by the change in ownership of such Unit or the issuance of the estoppel certificate and shall be assessed to the Unit, regardless of the ownership thereof, pursuant to this Declaration.

Section 9.11 Assessment for Payment of Insurance Deductible. The deductible, if any, on any insurance policy held by the Association or the Board shall be paid by the Association and assessed to the Owners as a Common Expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Association or the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her family, guest, tenant or the family or guest of such tenant, against such Owner as a Specific Assessment hereunder. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the deductible shall be paid by the Association and the amount therefore shall be assessed against the Owner of such Unit as a Specific Assessment hereunder.

Section 9.12 Budgeting and Allocating Common Expenses. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and Neighborhood Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to this Article 9. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Regular Assessments, Special Assessments, Neighborhood Assessments and Specific Assessments against each.

The Board shall send a copy of the final budget, together with notice of the amount of the Regular Assessment and Neighborhood Assessments to be levied pursuant to such budget, to each Owner, the Jackson/Teton County Affordable Housing Department ("Housing Department"), and Habitat for Humanity of the Greater Teton Area ("Habitat") not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Regular Assessment or Neighborhood Assessment is increased from the previous year's Regular Assessment or Neighborhood Assessment, the Board shall send notice of the increase to the Homeowners not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment or Neighborhood Assessment becoming due. Such budget and assessment shall thereafter become effective unless objected to in writing by an Owner within ten (10) days of the effective date of the budget.

Failure of the Members to approve a budget or failure of the Board to fix assessment amounts or rates or to send to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Regular Assessment and Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations contained herein.

Section 9.13 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for capital expenses of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. Housing Department and Habitat shall each have the right to revise and approve the reserve budget to the extent Housing Department or Habitat determines in its reasonable discretion is necessary to adequately maintain the replaceable assets.

ARTICLE X. INSURANCE

Section 10.1 Types and Form of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Wyoming.

a. Property Insurance. The Association shall obtain a policy or policies of insurance against damage or destruction of the Common Elements and the portion of the Units considered to be attached to the Building (including without limitation the interior walls and partitions, ceilings, cabinetry, fixtures, carpeting and other attached flooring, windows and doors, and excluding without limitation artwork, appliances and mirrors that are attached to the interior of the Units) and the equipment, supplies and other personal property of the Association. Such property insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, theft, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection, but in any event shall consist of a policy written on an open perils basis to provide the broadest coverage possible. The Association may comply with the above requirement by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. The policy shall be in an amount equal to 100% of current replacement cost of the Property, exclusive of land, foundation, excavation and other items normally excluded from coverage.

The Property Insurance shall be carried in a form or forms naming the insured as the Association for the use and benefit of all Owners. The loss payable shall be in favor of the Association as trustee for each Owner and the Owners' Mortgagee(s), and the parties shall be beneficiaries of the policy in equal shares, prior to any ratio adjustments. Each policy shall provide a standard, non-contributory mortgagee clause in favor of each Mortgagee or insurer or guarantor of a Mortgage, in a form commonly accepted by private institutional mortgagors in the area. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after forty-five (45) days prior written notice is first given to the

Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available. The Association shall, upon request, furnish to each Owner or Mortgagee a certificate of coverage, including an identification of such Owner's interest.

b. General Liability Insurance. The Association shall obtain a broad form of comprehensive general liability insurance coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, all of the Common Elements and public ways of the Property, including death, liability for personal injuries, property damage, liability of the Association, its officers, Directors, employees and the Managing Company arising with the ownership, operation, maintenance, administration, management, use or occupancy of the Property, and liability arising out of lawsuits related to employment contracts of the Association, as well as such other riders customarily covered with respect to similar condominiums. The combined single limits of such insurance policies shall be not less than One million dollars ($1,000,000.00) with respect to personal liability and with limits of not less than One million dollars ($1,000,000.00) for each accident with respect to property damage liability.

The general liability insurance shall name the Association, its directors, officers, managers and assignees, each Owner, and shall protect each insured against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Property or the Buildings. Each such policy shall provide that it cannot be cancelled either by the insured or by the insurance company until after forty-five (45) days written notice to the Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available.

c. Officers and Directors Coverage. To the extent not otherwise provided, the Association shall obtain errors and omissions or similar insurance coverage protecting the officers and directors on the Board of the Association.

d. Details of All Policies. The Association shall be required to secure insurance policies that will provide for the following:

(i) that the insurer shall waive subrogation as to any claims against the Association, the Owners and their respective servants, agents and guests;

(ii) the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of one or more individual Owner not in control of the Owners collectively;

(iii) that the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any director on the Board, officer or employee of the Association without a prior demand in writing that the Association cure the defect;

(iv) that any "no other insurance" clause in the policy or policies on the Property exclude individual Owner's policies from consideration;

(v) a "special condominium endorsement" or its equivalent;

(vi) if available, the policies shall contain an "agreed amount endorsement" and an "inflation guard endorsement."

e. Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association shall deem appropriate from time to time.

Section 10.2 Owner's Individual Insurance. Each Owner shall obtain content insurance coverage for such Owner's Unit in an amount no less than 100% of the cost to replace the contents of the Unit to the extent not covered by the Association's insurance in the event of damage or destruction. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All such insurance of the Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance. Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Association to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

Section 10.3 Adjustment. Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board.

Section 10.4 Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the individual Owners or their Mortgagees.

Section 10.5 Review of Insurance. The Board shall review annually the coverage and policy limits of all insurance coverage on the Buildings and adjust the same at its discretion. Such annual review may, but shall not be required to, include an appraisal of the improvements on the Property by a representative of the insurance carrier or carriers providing the policy or policies on the Property, or such other qualified appraisers as the Board may select, and the cost thereof shall be assessed to the Owners as a Common Expense hereunder.

Section 10.6 Actions Affecting Cost and Coverage of Insurance. No Owner shall permit anything to be done or kept in such Owner's Unit or in the General Common Elements which will result in increase of the cost or cancellation of insurance on any Unit or any part of the General Common Elements.

Section 10.7 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Property that have been damaged and shall determine the amount of the proceeds attributable to damage to the General Common Elements. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Property shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 10.8 Attorney in Fact. Where appropriate under applicable law, each Owner hereby, and by acceptance of a deed or other conveyance for a Unit thereby, appoints the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance, which shall include the power to collect and appropriately dispose of the proceeds thereof, negotiate losses and execute releases of liability, execute all documents and perform all other acts necessary to accomplish the provision and settlement of insurance coverage for the Property.

ARTICLE XI. DAMAGE OR DESTRUCTION

Section 11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint, and acceptance by any grant of a deed from any Owner shall constitute appointment of, the Association as their true and lawful attorney in fact in such Owner's name, place and stead for the purpose of dealing with the Property upon its damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner that may be necessary or appropriate to exercise the powers herein granted, including the repair and reconstruction of the improvements to restore the Property to substantially the same vertical and horizontal boundaries, finish, furnishings and facilities that existed prior to the damage or destruction (the "Repair or Reconstruction").

Section 11.2 General Authority of Association. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction unless Seventy-Five percent (75%) of the total votes of the Owners, and Mortgagees that represent at least Fifty-one percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild within one hundred (100) days after such destruction or damage.

Section 11.3 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Property, the Association shall obtain estimates that it deems reliable and complete of the costs of Repair or Reconstruction of that part of the Property damaged or destroyed.

Section 11.4 Repair or Reconstruction. As soon as practicable after receiving the estimates to complete the Repair or Reconstruction, the Association shall diligently pursue to completion of the Repair or Reconstruction of that part of the Property damaged or destroyed.

The Association shall take all necessary or appropriate action to effect the Repair or Reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such Repair or Reconstruction shall be in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association may approve. If damage is limited to a building in Phase Two or a building in Phase Three, the Repair or Reconstruction shall be in accordance with the original plans and specifications for that phase or may be in accordance with any other plans and specification the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of that phase may approve.

Section 11.5 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of the Repair or Reconstruction, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of the Repair or Reconstruction. Such assessment shall be allocated and collected as provided in the Section titled Special Assessments herein except that the vote of the members of the Association as specified therein shall not be necessary. Further assessments may be made in like manner if the amounts collected prove insufficient to complete the Repair or Reconstruction. All such insurance proceeds and monies collected through assessments shall be considered a fund to pay the estimated or actual costs of the Repair or Reconstruction and shall be disbursed by the Association therefor.

Section 11.6 Decision Not to Rebuild; Partition and Distribution. If Seventy-Five Percent (75%) of the votes of all Owners, and Mortgagees that represent at least Fifty-One percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild after damage or destruction of the Property, the Association shall file with the County Clerk of Teton County, Wyoming a notice setting forth such facts and the following shall occur:

a. the Property shall be deemed to be owned in common by the Owners and each Owner's undivided interest in the Property shall be the percentage of undivided interest previously owned by such Owner in the General Common Elements;

b. any mortgages or liens against any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property;

c. the Property shall be subject to an action for partition at the suit of any Owner, OR upon the affirmative vote of Seventy-Five Percent (75%) of the votes of all Owners at a meeting of the Owners duly called for such purpose, the Owners may elect to sell or otherwise dispose of the Property (and such action shall be binding upon all Owners and it shall be the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale) in which event the net proceeds of any sale resulting from such suit or partition or vote of the Owners, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest

owned by each Owner in the General Common Elements in accordance with **Exhibit "A"** attached hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all sums due to Mortgagees, as well as other holders of liens on the undivided interest in the Property owned by such Owner.

ARTICLE XII. CONDEMNATION

Section 12.1 Consequences of Condemnation. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof (hereinafter, a "Condemnation"), the following provisions shall apply.

Section 12.2 Proceeds. All compensation, damages, or other proceeds from a Condemnation (hereinafter the "Condemnation Award") shall be payable to the Association.

Section 12.3 Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated equally among the Owners and their Mortgagees as follows: (a) the total amount allocated to taking of or injury to the General Common Elements shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units that were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, (d) the total amount allocated to taking of a Limited Common Element - Neighborhood shall be apportioned equally to the Owners within that neighborhood, and (e) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable to the respective Owners or their respective Mortgagees, as applicable.

Section 12.4 Complete Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned equally among the Owners, provided that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided for partial takings as provided herein.

Section 12.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Association, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided herein.

Section 12.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

ARTICLE XIII. REVOCATION OR AMENDMENT

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association consent and agree to such revocation or amendment. Any such revocation or amendment shall be binding upon every Owner and Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto. No amendment may remove, revoke, or modify any right or privilege of Declarant or Habitat without the written consent of said entities. Additionally, no amendment of a material adverse nature with respect to a Mortgagee shall be effective unless approved by Mortgagees that represent at least Fifty-One (51%) of the votes of Units that are subject to mortgages.

Notwithstanding the foregoing, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial or agency determination; or (ii)to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely and materially affect the title to any Unit unless the Owner thereof shall consent in writing.

ARTICLE XIV. DISPUTE RESOLUTION

Section 14.1 Consents for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a majority of a quorum of the Owners, which quorum shall be established pursuant to the Bylaws. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Declaration (including, without limitation, the foreclosure of liens); (b) the collection of Assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.2 Alternative Method for Resolving Disputes. The Association, its officers, directors, and members, if any, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Bound Parties" and individually, the "Bound Party") agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 14.3 hereof shall be resolved using the procedures set forth in Section 14.4 in lieu of filing suit in any court.

Section 14.3 Claims. Unless specifically exempted below, all claims arising out of or relating to the interpretation, application or enforcement of the Declaration, or the rights, obligations and duties of any Bound Party under the Declaration or relating to the design or construction of improvements on the Property (collectively, the "Claims" or individually, the "Claim") shall be subject to the provisions of Section 14.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) Any suit by the Association against a Bound Party to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;

(b) Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, if the amount in controversy exceeds five thousand dollars ($5,000);

(c) Any suit in which any indispensable party is not a Bound Party;

(d) Any suit as to which the applicable statute of limitations would expire within one-hundred twenty (120) days of the Request for Resolution pursuant to Section 14.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such periods as may be reasonably be necessary to comply with this Article; and

Notwithstanding the foregoing, with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4

Section 14.4 Mandatory Procedures.

a. **Request for Resolution**. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Request for Resolution"), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent;

2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

3. Claimant's proposed remedy;

4. That Claimant will meet with Respondent and Board's counsel to discuss in good faith ways to resolve the Claim;

5. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

b. **Negotiation and Mediation**.

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Request for Resolution, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Respondent rejects the Request for Resolution, or Parties do not resolve the Claim within ninety (90) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation agency providing dispute resolution services in Teton County, Wyoming.

3. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Request for Resolution shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer. In this event, the Mediator shall issue a final written decision within ten (10) days of the last offer. This

decision shall be non-binding on the parties and the parties legal remedies are preserved. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim as appropriate.

Section 14.5 Allocation of Costs of Resolving Claims.

a. Subject to Section 14.5(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) ("Post Mediation Costs").

b. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is equal to or greater than Claimant's Settlement Demand, the Claimant shall be entitled to such award and the Claimant's Post Mediation Costs, such costs to be borne equally by all Respondents. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is less than any Respondent's Settlement Offer, such award shall be reduced by such Respondent's Post Mediation Costs, the benefit of which shall be allocated to such Respondent.

Section 14.6 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or award, then any other Party may file suit to enforce such agreement or award without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 14.7 Board Authorization. The Board may perform any act reasonably necessary to institute, defend, settle, or intervene on behalf of the Association in binding arbitration, non-binding arbitration, mediation, litigation, or administrative proceedings in matters pertaining to (a) enforcement of the Governing Documents, (b) damage to the Common Elements, (c) damage to the Units which arises out of, or is integrally related to, damage to the Common Elements, or (d) any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

ARTICLE XV. RESERVED

ARTICLE XVI. MISCELLANEOUS

Section 16.1 Compliance with Provisions of Governing Documents. Each Owner shall comply with the provisions of the Governing Documents as the same may be lawfully amended from time to time. The Board reserves the right to fine Owners for non-compliance with the Governing Documents, which fine shall be a Specific Assessment against that Owner's Unit as provided herein. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association

on behalf of the Owners, or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

Section 16.2 Registration of Contact Information. Each Owner shall register his mailing and e-mail addresses and facsimile number with the Association and all notices or demands intended to be served upon any Owner shall be sent in the discretion of the Association by mail, postage prepaid, or by e-mail or by facsimile addressed in the name of the Owner at such registered mailing or e-mail addresses or facsimile number, unless the Owner requests, in writing, notification in another manner. Provided, however, if an Owner elects to receive notices by any form other than mail, email or facsimile, the Association shall not be liable for the Owner's receipt thereof. Each Owner is responsible for notifying the Association of a change in such Owner's contact information. All notices or demands intended to be served upon the Association shall be given by mail, postage prepaid, to the address of the Association as designated by the Board of Directors, unless the Association permits notification in another manner. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section or when such notice is sent by e-mail or facsimile to the address or number provided by the Owner.

Section 16.3 Owner's Obligations Continue. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented such Owner's interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after such Owner sells, conveys or otherwise transfers his entire interest in such Unit.

Section 16.4 Warranties. There is no express or implied warranty enforceable by an Owner or the Association against Declarant other than any claims for violation of applicable Teton County Uniform Building Code requirements that were not otherwise inspected, varied or waived by the applicable inspection authority.

Section 16.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 16.6 Statute. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

Section 16.7 Mortgagee Notice. If Mortgagee fails to respond to any written request for approval or consent within sixty (60) days after such Mortgagee receives such request, such Mortgagee shall be deemed to have approved or consented to the action noted therein, so long as such request for approval or consent was delivered by certified or registered mail, with a "return receipt" requested.

Section 16.8 First Mortgagee Rights Confirmed. Notwithstanding anything herein to the contrary, no provision herein shall give to an Owner, or any other party, priority over any rights of a first Mortgagee of a Unit pursuant to its mortgage in the case of payment to the Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or the Common Elements.

Section 16.9 Unpaid Dues. Any first Mortgagee who obtains title to a Unit pursuant to other remedies in a mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title the Unit by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Section 16.10 Rights of Condo Mortgagees and Guarantors. Any and all Mortgagees shall have the right request to the Association to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by an Owner of a Unit on which it holds the Mortgage; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Mortgagees.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

JACKSON TETON COUNTY HOUSING AUTHORITY:

_____

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2018, the foregoing instrument was acknowledged before me by _____, as the _____ of the Jackson Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____

Notary Public

Habitat for Humanity of the Greater Teton Area, Inc.:

_____
By: _____
Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2018, the foregoing instrument was acknowledged before me by _____, as the _____ of Habitat for Humanity of the Greater Teton Area, Inc.

Witness my hand and official seal.

(Seal)

_____
Notary Public

Special Restrictions for Affordable Housing
Located at The Grove Phase 3

These Special Restrictions for Affordable Housing (the "Special Restrictions") are made and entered into this ___ day of _____, _____ by the undersigned Declarant ("Declarant").

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in the Town of Jackson, Teton County, Wyoming, and more specifically described as follows:

> Unit #701 of the Grove Condominiums Phase Three Addition to The Town of Jackson (An Affordable Housing Subdivision) Identical with Adjusted Parcel B of Map T-58D Located in the NW1/4SW1/4, SEC 33, T 41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on _____ as Plat No._____
>
> PIN: 22-41-16-33-3-00-40 (the "Unit");

WHEREAS, the Unit is an Affordable Category 1 Housing unit;

WHEREAS, in furtherance of the Town of Jackson'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 for the Grove (Dev P13-063 and P13-064) (the "FDP Approval"), Declarant agreed to build 24 housing units (collectively the "Grove Phase 3 Units") as follows):

> Twenty-four (24) Category 1, 3-bedroom units commonly described as 845 W. Snow King Ave. Units 701-704, 841 W. Snow King Ave. Units 801-804, 837 W. Snow King Ave. Units 901-904, 833 W. Snow King Ave. Units 1001-1004, 829 W. Snow King Ave. Units 1101-1104, and 825 W. Snow King Ave. Units 1201-1204

The Categories are defined in the guidelines for JTCHA and the Housing Department;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of the Grove Phase 3 Units, to a "Qualified Household", which meets employment, income and asset qualifications set forth herein;

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 the 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 the Residential Unit for speculation or engage in any unpermitted business activity in or at the Residential Unit, or to rent the Residential Unit or part of the Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, Habitat for Humanity of the Greater Teton Area, an Internal Revenue Code §501(c)(3) non-profit organization that works in partnership with families in need to create simple, decent homeownership opportunities in Teton County, Wyoming, or its successors or assigns ("Habitat"), shall have an option to purchase the Unit in certain circumstances as described herein;

WHEREAS, Habitat, or its successors or assigns shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

WHEREAS, Habitat desires that the Unit, sometimes referred to herein as the "Residential Unit" 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 Unit, and shall be enforceable by Habitat and/or by the Town of Jackson.

RESTRICTIONS:

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

SECTION 1. Deleted

SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

A. Qualified Household. The purchase of the Residential Unit shall be limited to natural persons who meet the definition of a "Qualified Household" at the time of purchase. Such criteria include, without limitation, a restriction on the use of the Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, Habitat may also purchase or own the Residential Unit as further set forth herein.

B. Determination of Qualified Household. Habitat shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase the Residential Unit. Such determination shall be based upon written applications, representations, information and verification as are deemed by Habitat to be necessary to establish and substantiate eligibility.

C. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against Habitat, or any person affiliated with Habitat arising out of these Special Restrictions, and Habitat shall have any liability to any person aggrieved by the decision

of Habitat regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF THE RESIDENTIAL UNIT. Occupancy, improvement and use of the Residential unit shall be restricted as follows:

A. Occupancy. The Residential Unit may only be occupied by a Qualified Household and shall be such Qualified Household's sole and executive primary residence. Each owner of the 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 Unit.

B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that us: (i) permitted by applicable zoning, (ii) permitted by any 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"); and (iii) not prohibited by any law, statute, code, rule ordinance, covenant, or regulation ("Laws") affecting the Unit.

C. Guests. No guests shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year.

D. Renting. Neither the Residential Unit, nor any part of thereof, including without limitation, the carport, 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. Maintenance. The 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 the Residential Unit, the Owner shall repair damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

F. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the following:

1. The Owner shall request the written approval of Habitat for all proposed Capital Improvements (including demolishing, removing, replacing, altering, re-locating, re-construction or adding to existing improvements in whole or in part located at the Residential Unit, and also including modifying or changing the contour or grade, or both of the Residential Unit) prior to commencing construction. Habitat's approval or disapproval shall be made in a timely manner in Habitat's sole discretion. In order to qualify as permitted Capital Improvements, the Owner must have prior written approval from Habitat and furnish Habitat the following information:

a) Copies of any building permit or certificate of occupancy required to be issued by any governing body with respect to capital improvements; and

b) Copies of approval by the Homeowner's association, if necessary to make the improvement.

2. All costs for Capital Improvements shall be paid for by the Owner.

3. All construction for Capital Improvements shall be performed in compliance with all applicable laws, ordinances, and regulations.

Capital Improvements are for the enjoyment of the Owner and will not be considered in the valuation of the property for resale purposes other than at Habitat's sole discretion under Section 6.B.

G. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all applicable laws of any governmental authority with jurisdiction over matters concerning the Residential Unit, 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.

H. Insurance. The owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit.

I. Periodic Reporting Inspection. In order to confirm compliance with these Special Restrictions or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of the Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by Habitat from time to time.

Notwithstanding the foregoing, Habitat may approve uses inconsistent with this Section in accordance with its policies and procedures.

SECTION 4. RESALE AND TRANSFER LIMITATIONS. The Residential unit may only be sold or otherwise transferred to Habitat or a Qualified Household, except:

A. Divorce. In the event of the divorce of an owner, Habitat may consent to the transfer of the 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, Habitat 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 or an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential unit vests in a transferee who has not been qualified as Qualified Household by Habitat (a "Nonqualified Transferee"), the following shall apply:

1. Habitat shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify Habitat may either exercise its Option hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions.

2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with Habitat to effect the sale, conveyance or transfer of the Residential Unit to Habitat (or to a Qualified Household in the event Habitat does not exercise its Option) and shall execute any and all documents necessary to such sale, conveyance or transfer;

3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

SECTION 5. SALE OF THE RESIDENTIAL UNIT. An owner desiring to sell the Residential Unit shall give written notice to Habitat of such desire (the "Notice to Sell"). After receipt of such notice, Habitat shall have 60 days from receipt of the written Notice to Sell to notify the Owner in writing, whether Habitat will exercise its Right of First Purchase and buy the Residential Unit or waive its option. If Habitat waives its option, the Residential Unit may be sold on the open market subject to Special Restrictions, in accordance with Section 6. If Habitat chooses to exercise its option, it shall consummate the purchase within 120 days from the date of receipt of the written Notice to Sell. The "Sale Price" for the exercise of Habitat's Right of First Purchase or purchase of the Residential Unit by any other party shall be calculated as provided in Section 6. Each purchaser of the Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Habitat.

SECTION 6. SALE PRICE. To further Habitat's goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the "Sale Price" calculated as follows:

A. Sale Price. The "Sale Price" shall be (a) the purchase price paid by the Owner, minus (b) the outstanding balance owed to Habitat, or it's assignee, under any mortgage encumbering the real property on which the improvements have been constructed and any subordinate mortgages, minus (c) any other amounts paid by Habitat to satisfy any liens or encumbrances on the real property or improvements, minus (d) any amounts expended by Habitat under the terms and conditions of this Special Restriction or any Mortgage. In the event Habitat exercises its Right of First Purchase, Owner shall be obligated to sell the improvements to Habitat and such transaction shall close at a mutually agreed upon date and time, within one hundred

and twenty (120) days from Habitat's written notice to exercise its Right of First Purchase.

B. Adjustments for Permitted Capital Improvement. Habitat shall not be required to adjust the purchase price or to otherwise reimburse the Owner for any substantial structural or permanent, fixed improvement made by the Owner. Habitat may, in its sole discretion, reimburse the Owner for all or a portion of the costs of such depreciated improvements, provided that the specifics of the improvements have been disclosed to and approved, in writing ("Permitted Capital Improvements"), by Habitat prior to their installation, and that they have been completed in compliance with the terms of that approval. The adjustment to the purchase price for Permitted Capital Improvements will be equal to or less than the documented reasonable cost of the Improvements. No price adjustment will be made except upon presentation to Habitat of written documentation of all expenditures made by the Owner for which an adjustment is requested.

C. Escrow for Deferred Maintenance. Once determined, the Sale Price shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance cost, if any, which amount shall be determined as follows. Upon receipt of the Notice to Sell, Habitat shall be entitled to inspect the Improvements. Habitat shall have an opportunity to conduct all necessary due diligence with regards to the physical condition of the Residential Unit. In the event deficiencies are noted, the Owner shall cure the deficiencies in a reasonable manner acceptable to Habitat within sixty (60) days of being notified in writing of the results of the inspection, but in no event later than the close of escrow. Should the Owner fail to cure such deficiencies prior to the close of escrow, at the option of Habitat or any other purchaser, escrow may be closed, title passed and monies paid to the Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by Habitat) shall be separated from the monies due to the Owner and held by an escrow holder acceptable to Habitat for the purpose of curing such deficiencies. Habitat shall cause such deficiencies to be cured and upon certification of completion of work by Habitat, escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owner and thereupon, no other payment shall be due to the Owner.

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

SECTION 7. DEFAULT. The following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions and failure to cure such violation within fifteen (15) days after notice thereof from Habitat to Owner.,
B. A violation of any term of the Declarations, covenants, conditions or restrictions of record or any Laws affecting the Residential Unit.

C. Failure to pay or default of any other obligations due or to be performed with respect to the Residential Unit which failure to pay or default, could result in a lien against the Residential Unit, including without limitation, homeowner dues, property taxes, mechanics or materialmen liens, payment required by a promissory note or mortgage purporting to affect the Residential Unit. An owner shall notify the Habitat 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.

D. 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

E. Fraud or misrepresentation by a purchaser in its application to Habitat whereby Habitat determines, in its sole and absolute discretion, that the purchaser of the Residential unit was not a Qualified Household.

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies Habitat may have at law or equity, in the event of a Default, Habitat's remedies shall include the following:

A. <u>Purchase Option.</u>

1. Habitat shall have the option to purchase the Residential Unit for a purchase price equal to the Sale Price subject to adjustment of actual sale proceeds delivered to a selling owner as provided herein, Habitat's ability to limit appreciation as provided in this Section ('Option") and further subject to Habitat's ability to reduce proceeds as provided above.

2. If Habitat desires to exercise its Option, Habitat 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. Habitat shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

3. Upon Habitat's purchase of the Residential Unit, unless otherwise required by law or statue, all proceeds will be applied in the following order:

   FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgages;
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 payment of any penalties assessed against the owner by the Habitat;
SIXTH, to the repayment to Habitat of any monies advanced by Habitat in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by Habitat on owner's behalf;
SEVENTH, to any repairs needed for the Residential Unit; and
EIGTH, 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. Habitat may require the owner to sell the Residential unit in accordance with the resale procedures set forth in these Special Restrictions. 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 Mortgages;
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 payment of any penalties assessed against the owner by the Habitat;
SIXTH, to the repayment to Habitat of any monies advanced by Habitat in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by Habitat on owner's behalf;
SEVENTH, to any repairs needed for the Residential Unit; and
EIGTH, 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 Habitat as Owner's Attorney-in-Fact. In the event of Habitat's exercise of its Option or election to require the Residential Unit's sale, the owner hereby irrevocably appoints Habitat as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf 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. Habitat may fix the Sale Price of a defaulting owner's Residential Unit to the Sale Price of a defaulting owner's Residential Unit as

of the date of the owner's Default (or as of such date after the Default as Habitat may determine), and in such event, the Sale Price shall cease thereafter to increase.

E. Equitable Relief. Habitat 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 Habitat 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 the Residential Unit. A "Qualified Mortgage" is a mortgage that:

1. the principal amount of such mortgage at purchase does not exceed 100% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed 100% of the current Sale Price as the same is determined by Habitat 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 the Residential Unit that is not a Qualified Mortgage shall:

1. Be deemed unsecured; and

2. Only be 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 Habitat may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase and its 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, or 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, materialism, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, Habitat shall have in addition to 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 Habitat may exercise any and all of its remedies hereunder or otherwise, including without limitations its option to purchase and its right to force a sale. In addition to such remedies, the Owner shall also be liable to Habitat for any amounts or advances.

2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest costs, and Habitat 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 Habitat 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 THE RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

SECTION 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

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

1. The Qualified Mortgagee provided Habitat 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. Habitat has not exercised its rights to purchase as provided herein.

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 Habitat 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 of any member of the Qualified Household, or (iv) Habitat.

4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to Habitat 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 Habitat in this section, if a Qualified Mortgagee has failed to provide Habitat copies of all notices on intent to provide 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 Habitat, with notice of its intent to foreclose ("Mortgagee Notice to Habitat"). The Mortgagee Notice to Habitat shall include all information relevant to the Owner's default and the actions necessary to cure such default. Habitat shall have forty-five (45) days from the date of the Mortgage Notice to Habitat to exercise its Default rights hereunder. If Habitat fails to exercise its right 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.

B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit and Habitat.

2. Habitat may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein (iii) where Habitat deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in Habitat's reasonable discretion, materially impair the Owner or the lender's rights.

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential unit, or any part thereof,

their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by Habitat.

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, 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 Habitat shall be given by mailing the same, certified mail, return receipt requested, properly and with the postage fully prepaid to Habitat, PO Box 4194, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Habitat, 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 the 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 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 is 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 or 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 Habitat and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against Habitat.

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. SOVEREIGN IMMUNITY. Habitat does not waive sovereign immunity by executing these Special Restrictions and retains immunity and all defenses available as sovereigns pursuant to Wyo. Stat. § 1-39-104(a0 and any other applicable law.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____, 20___

DECLARANT:

Habitat for Humanity of the Greater Teton Area:

_____

Patty Lummis, President

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by _____, as _____ of _____.

Witness my hand and official seal.

(Seal)

_____

Notary Public

TOWN OF JACKSON:

_____

Peter Muldoon, Mayor

ATTEST

_____

Roxanne Robinson DeVries, Assistant Town Clerk

JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

(Acknowledgement as to form)

_____

Stacy A. Stoker, Housing Manager

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

_____

Notary Public

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)Ss
Town of Jackson)

I, Todd Cedarholm, a Wyoming Professional Land Surveyor, do hereby certify that this plat was made from notes taken during a field survey performed by me and others under my supervision from May, 2017, through March, 2018, and from records available in the Office of the Clerk of Teton County, Wyoming;

That the plat correctly represents THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON, a condominium subdivision of that "Adjusted Parcel B" of record in Book 787 of Photo, Pages 739–740, and as shown on that Map No. T–58D, located in the NW1/4SW1/4 of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming, further described as follows:

BEGINNING at the northwest corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447", said point bears S 88°57'06"E, 415.69 feet from the Quarter Corner common to said Section 33 and Section 32, T41N, R116W, 6th P.M.;

THENCE along the northerly line of said Adjusted Parcel B, S 88°57'06" E, 145.12 feet to the northeast corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 5368";
THENCE along the easterly line of said Adjusted Parcel B, S 00°15'18; W, 599.77 feet to the southeast corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";
THENCE along the southerly line of said Adjusted Parcel B, N 88°55'33" W, 145.30 feet to the southwest corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469;
THENCE following the westerly boundary of said Adjusted Parcel B through the following courses,
N 00°16'26" E, 199.75 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 3831";
S 89°20'44" E, 28.21 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";
N 01°01'44" E, the basis of bearing for this description, 199.94 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";
N 88°58'55" W, 30.82 feet to a 5/8 inch diameter steel rebar;
N 00°15'42" E, 199.81 feet to the POINT OF BEGINNING;

Said parcel ENCOMPASSES an area of 1.86 acres, more or less;

That The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson is an affordable housing subdivision;

That, to the best of my belief and knowledge, the dimensions of the boundary, General Common Elements, Limited Common Elements, and individual Airspace Units of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson are correctly shown on this plat, and are derived from data collected during field surveys performed by On Sight Land Surveyors, Inc. under my direction during May, 2017 through March, 2018, and from architectural plans prepared by Workshop Collaborative of Jackson, Wyoming;

That there are no surface water rights appurtenant to the foregoing subdivision;

TOGETHER WITH and SUBJECT TO Covenants, Conditions and Restrictions and any easements, rights–of–way or encumbrances of sight and/or record, including, but not limited to those shown hereon;

All points and corners will be monumented as shown hereon by December 31, 2018;

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Todd Cedarholm on this _____ day of _____, 2018.
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, Thomas Kirsten, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and hereby certify that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards, and that said systems will be adequate and safe, providing that said systems are constructed as designed and operated and maintained correctly.

Thomas Kirsten
Wyoming Professional Engineer No. 6821

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Thomas Kirsten on this _____ day of _____, 2018.
Witness my hand and official seal.

Notary Public My commission expires:

On Sight LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22–41–16–33–3 22–41–16–33–3_fp1.dwg 08/08/2018

CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to Wyoming Statute 15–10–116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15–10–116, as amended, owner and proprietor of Adjusted Parcel B, a parcel of record in the Office of the Clerk of Teton County, Wyoming, depicted on that Map of Survey No. T–58D entitled MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY, does hereby certify:

that the lands contained within said Adjusted Parcel B, more particularly described in the Certificate of Surveyor on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desireds of said undersigned owner;

that the name of the foregoing subdivision shall be THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON;

that the foregoing subdivision is in accordance with the Master Plan and Final Development Plan approvals as more specifically detailed in the Certificate of Approval on this plat and is subject to the terms and conditions thereof;

that the foregoing subdivision is SUBJECT TO the following of record in said Office:

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 24 of Photo, Page 145; and that Vacation of Utility Easement of record in Book 915 of Photo, Page 485, records of Teton County, Wyoming;

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 53 of Photo, Page 95, records of Teton County, Wyoming;

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 78 of Photo, Page 504, records of Teton County, Wyoming;

that easement for telecommunications to US West Communications of record in Book 276, Pages 156–157, records of Teton County, Wyoming;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, Pages 246–247, records of Teton County, Wyoming;

that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 672 of Photo, Pages 751–777, records of Teton County, Wyoming;

that Memorandum of Understanding between Teton County, Wyoming, and the Town of Jackson in Regards to Funds Appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" of record in Book 758 of Photo, Pages 1034–1039, records of Teton County, Wyoming;

that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 795 of Photo, Pages 1050–1053, records of Teton County, Wyoming;

that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of record in Book 869 of Photo, Pages 746–748, records of Teton County, Wyoming;

that Development Agreement of record in Book 873 of Photo, Pages 26–34, records of Teton County, Wyoming;

that Map of Survey T–58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, records of Teton County, Wyoming;

that Installation and Service Agreement of record in Book 912 of Photo, Pages 815–819, records of Teton County, Wyoming;

that Electric Distribution Easement to Lower Valley Energy, Inc. of record in Book 915 of Photo, Pages 478–480, records of Teton County, Wyoming;

those Declarations of Easement, Access, Utilities and Drainage of record in Book 920 of Photo, Page 602; Book 920 of Photo, Page 610; and Book 920 of Photo, Page 616, records of Teton County, Wyoming;

that Temporary Construction Easement of record in Book 944 of Photo, Pages 1115–1121, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Condominium Declaration for The Grove of record in Book 920 of Photo, Pages 624–667, and that First Amendment to the Condominium Declaration for the Grove of record in Book 924 of Photo, Pages 671–674, records of Teton County, Wyoming;

that the foregoing subdivision shall be made SUBJECT TO the following to be recorded concurrently with this plat in said Office:

the Amended and Restated Condominium Declaration for The Grove;

the Special Restrictions for Affordable Housing Known As The Grove Condominiums Phase Three;

that by said Amended and Restated Condominium Declaration for The Grove, the undersigned owner has granted certain easements in the foregoing subdivision to each owner of a unit within this subdivision, to The Grove Condominiums Homeowners' Association, to all providers of utilities to the foregoing subdivision, and to the owners of units of The Grove Condominiums Phase Two; and further that by said Amended and Restated Condominium Declaration said owner has reserved certain rights related to easements within the foregoing subdivision.

JACKSON/TETON COUNTY HOUSING AUTHORITY,
a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15–10–116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to W.S. 15–10–116, as amended

April Norton, Housing Director
Jackson/Teton County Housing Authority

The foregoing instrument was acknowledged before me by April Norton, Housing Director of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15–10–116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15–10–116, as amended, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2018;
SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with, the terms and conditions of the Snow King/Scott Lane Planned Mixed–Use Development (PMD) Master Plan and Final (Major) Development Plan (P06–091) approved by the Jackson Town Council on January 15, 2007 and extended or amended in accordance with the following: that Extension to said Master Plan and Final Development Plan (P11–013) approved by said Council on April 18, 2011 and memorialized in that Affidavit and Agreement of record in the Office of the Clerk of Teton County, Wyoming in Book 795 of Photo, Pages 1050–1053; that Amendment to said Master Plan and Final Development Plan (P13–063) approved by said Council on December 16, 2013; that Planned Unit Development (PUD) and Final (Intermediate) Development Plan (P13–064) approved by said Council on December 16, 2013; that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15–036) approved by the Town of Jackson Planning Director on June 5, 2015; and that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15–074) approved by said Planning Director on August 18, 2015.

Attest: TOWN OF JACKSON

_____ _____
Sandy Birdyshaw Pete Muldoon
Town Clerk Mayor

_____ _____
Brian Lenz Tyler Sinclair
Town Engineer Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

The foregoing instrument was acknowledged before me by Sandy Birdyshaw, Town Clerk, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION AS INDICATED IN THE CONDOMINIUM DECLARATION FOR THE GROVE CONDOMINIUMS.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM

ACCORDING TO PANELS 2906D AND 2907D OF THE TETON COUNTY, WYOMING, AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO OUTSIDE THE 0.2% (500–YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

NO PUBLIC MAINTENANCE OF TIMBER ROAD. TIMBER ROAD SHALL BE MAINTAINED BY THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY APPROVED INTERIOR FIRE SPRINKLER SYSTEMS.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE UNITS IN THIS SUBDIVISION ARE PERMANENTLY DEED–RESTRICTED FOR AFFORDABLE HOUSING.

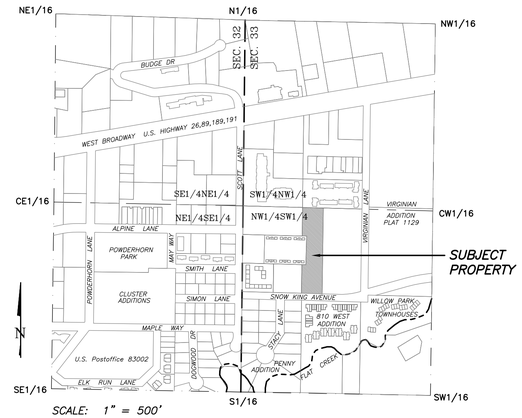
SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR 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.

VICINITY MAP

SHOWING PART OF
SE1/4NE1/4 & NE1/4SE1/4 SECTION 32
SW1/4NW1/4 & NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



SCALE: 1" = 500'

OWNER
JACKSON/TETON COUNTY HOUSING AUTHORITY
P.O. BOX 714
JACKSON, WY 83001
(307) 732–0867

APPLICANT
HABITAT FOR HUMANITY OF THE GREATER TETON AREA
P.O. BOX 4194
JACKSON, WY 83001
(307) 734–0828

SURVEYOR
ON SIGHT LAND SURVEYORS, INC.
P.O. BOX 12290
JACKSON, WY 83002
(307) 734–6131

ENGINEER
JORGENSEN ASSOCIATES, P.C.
P.O. BOX 9550
JACKSON, WY 83002
(307) 733–5150

NUMBER OF UNITS: 8 CONDOMINIUM UNITS

TOTAL PROJECT ACREAGE: 1.86 ACRES

PREPARATION DATE: AUGUST 8, 2018

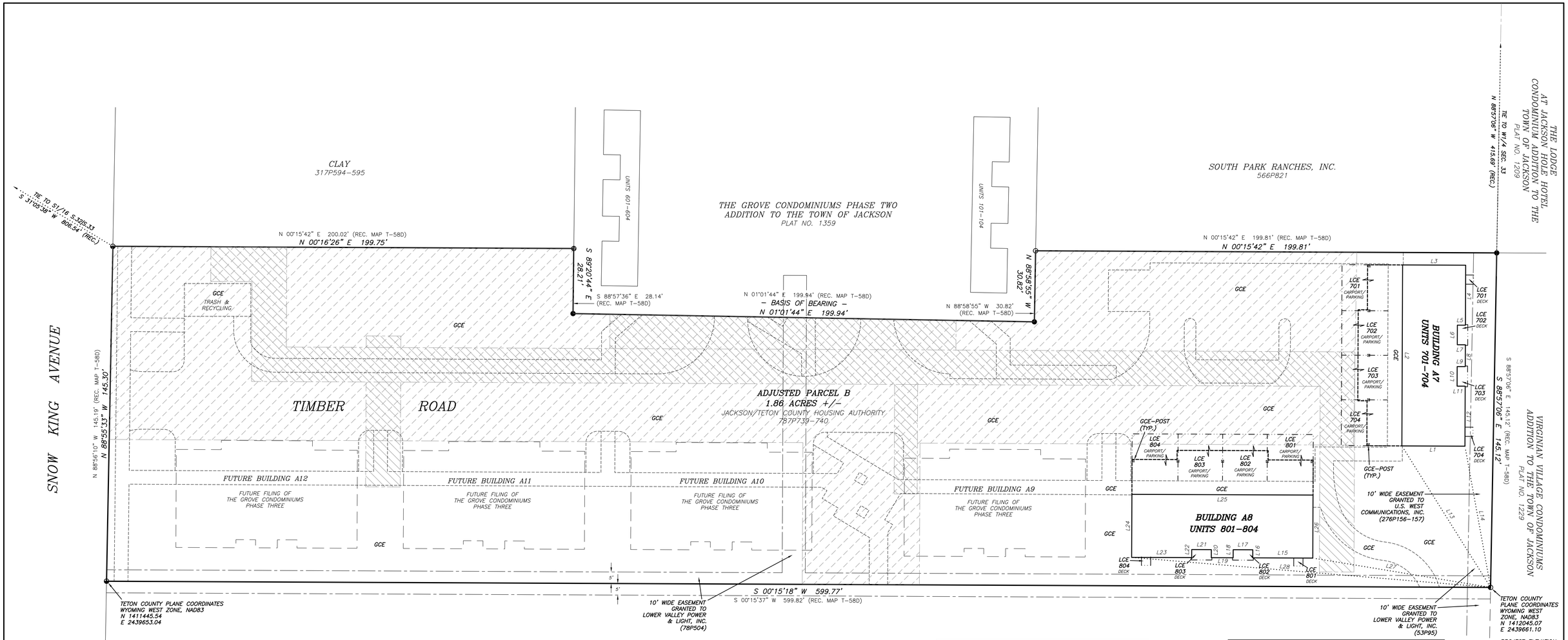
FINAL REVISION DATE:

FINAL PLAT

THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON

(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)
BEING IDENTICAL WITH
ADJUSTED PARCEL B OF MAP T–58D
LOCATED WTIHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 1 OF 4
CERTIFICATES



LEGEND

- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 5368" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 8469" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY

- EXTERIOR BOUNDARY OF PROPERTY
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING AT GROUND LEVEL
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING SECOND LEVEL (CARPORT BELOW)
- FUTURE CONDOMINIUM BUILDING
- ADJACENT LOT LINE
- EASEMENT
- LIMITED COMMON ELEMENT
- EDGE OF HARDSCAPE
- TIE LINE

ADDITIONAL EASEMENTS:

EASEMENT FOR ACCESS, UTILITIES AND DRAINAGE GRANTED BY JACKSON TETON COUNTY HOUSING AUTHORITY (920P616-622)

ELECTRIC DISTRIBUTION EASEMENT GRANTED TO LOWER VALLEY ENERGY BY TETON COUNTY HOUSING AUTHORITY (915P478-480)

TETON COUNTY, WYOMING
(TETON COUNTY LIBRARY)
236P249-250

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°14'20" W	27.33'
L2	N 89°45'40" W	78.50'
L3	N 00°14'20" E	27.33'
L4	S 89°45'40" E	26.02'
L5	S 00°14'20" W	3.50'
L6	S 89°45'40" E	8.50'
L7	N 00°14'20" E	3.50'
L8	S 89°45'40" E	9.46'
L9	S 00°14'20" W	3.50'
L10	S 89°45'40" E	8.50'
L11	N 00°14'20" E	3.50'
L12	S 89°45'40" E	26.02'
L13	S 57°56'16" W	73.42'
L14	S 79°43'09" W	62.26'
L15	S 00°13'29" W	26.02'
L16	N 89°46'31" W	3.50'
L17	S 00°13'29" W	8.50'
L18	S 89°46'31" E	3.50'
L19	S 00°13'29" W	9.46'
L20	N 89°46'31" W	3.50'
L21	S 00°13'29" W	8.50'
L22	S 89°46'31" E	3.50'
L23	S 00°13'29" W	26.02'
L24	N 89°46'31" W	27.33'
L25	N 00°13'29" E	78.50'
L26	S 89°46'31" E	27.33'
L27	S 09°22'35" W	78.08'
L28	S 04°47'18" W	156.08'

PROJECT SUMMARY

BUILDING A7 FOOTPRINT = 2086 SQ.FT./0.048 AC

BUILDING A8 FOOTPRINT = 2086 SQ.FT./0.048 AC

TOTAL SUBDIVISION AREA = 1.86 ACRES

SQUARE FOOTAGE OF CONDOMINIUM UNITS:

BUILDING A7
- UNIT 701 = 1,273 SQ.FT.
- UNIT 702 = 1,275 SQ.FT.
- UNIT 703 = 1,275 SQ.FT.
- UNIT 704 = 1,273 SQ.FT.

BUILDING A8
- UNIT 801 = 1,273 SQ.FT.
- UNIT 802 = 1,275 SQ.FT.
- UNIT 803 = 1,275 SQ.FT.
- UNIT 804 = 1,273 SQ.FT.

NOTE:

CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE DIMENSIONED ON SHEETS 3 & 4

GRAPHIC SCALE

0 FT 20 FT 40 FT 60 FT

1 INCH = 20 FEET

FINAL PLAT

THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
ADDITION TO THE TOWN OF JACKSON

(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH

ADJUSTED PARCEL B OF MAP T-58D

LOCATED WTIHIN

NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

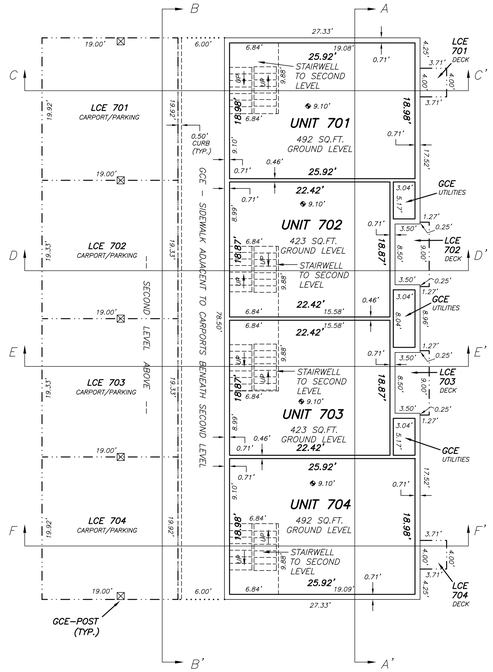
SHEET 2 OF 4
SUBDIVISION OVERVIEW

On Sight LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

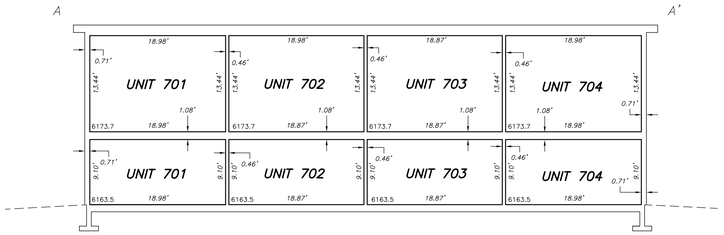
Project No. 22-41-16-33-3 22-41-16-33-3_fp1.dwg 08/08/2018

-- BUILDING A7 --

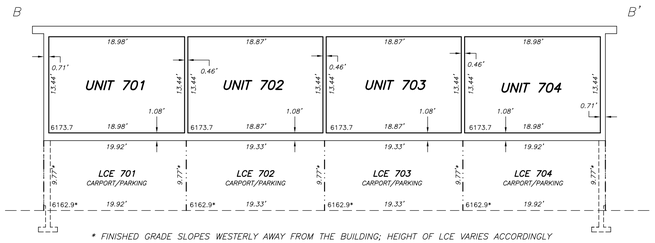
PLAN VIEW - GROUND LEVEL



CROSS-SECTION A-A'



CROSS-SECTION B-B'



* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

GRAPHIC SCALE

0 10 20 30

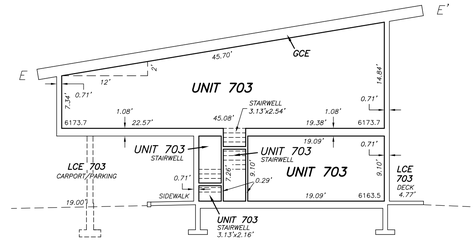
1 INCH = 10 FEET
VERTICAL DATUM: NAVD88
BASED ON TETON COUNTY CONTROL NETWORK

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

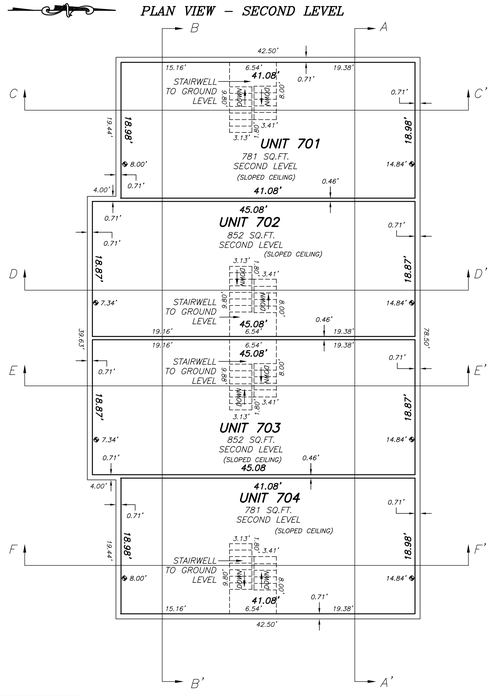
- **UNIT 701** - INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT
- 0.46' - INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS
- 18.98' - INDICATES AN AIR SPACE UNIT DIMENSION
- C C' - LINE AND LABEL OF CROSS-SECTION
- 9.10' - CEILING HEIGHT
- EXTERIOR FACE OF BUILDING
- BOUNDARY OF AIR SPACE UNIT
- EDGE OF HARDSCAPE (SIDEWALK)
- LIMITED COMMON ELEMENT
- APPROXIMATE FINISHED GRADE

CROSS-SECTION E-E'

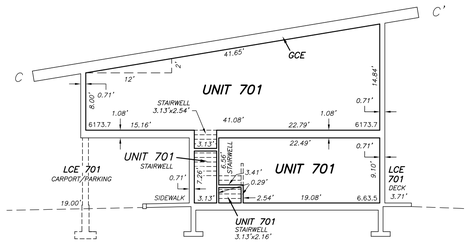


-- BUILDING A7 --

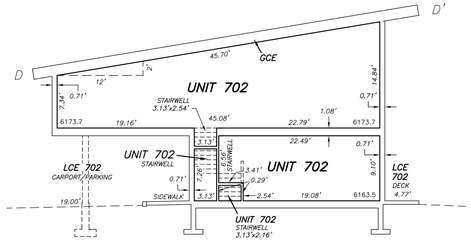
PLAN VIEW - SECOND LEVEL



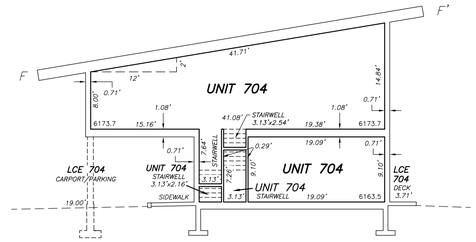
CROSS-SECTION C-C'



CROSS-SECTION D-D'



CROSS-SECTION F-F'



On Sight LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22-41-16-33-3 22-41-16-33-3_fp1.dwg 08/08/2018

FINAL PLAT

THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING

ADDITION TO THE TOWN OF JACKSON

(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH

ADJUSTED PARCEL B OF MAP T-58D

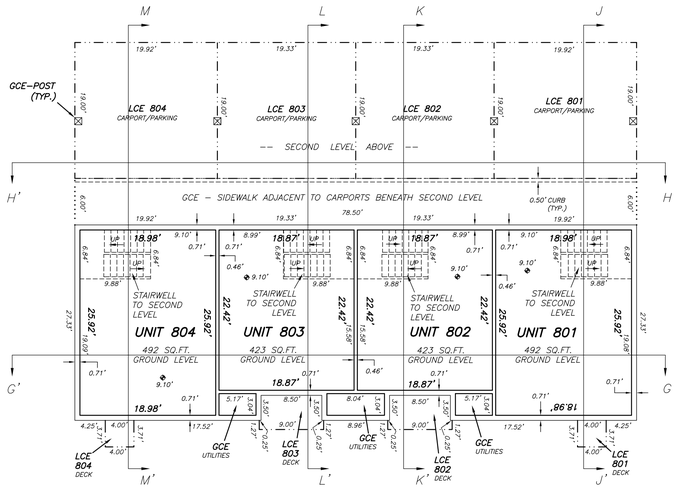
LOCATED WTIHIN

NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

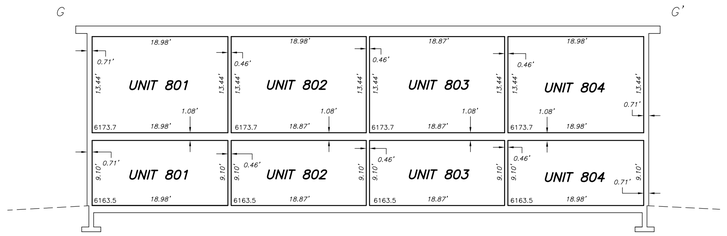
SHEET 3 OF 4
BUILDING A7

-- BUILDING A8 --

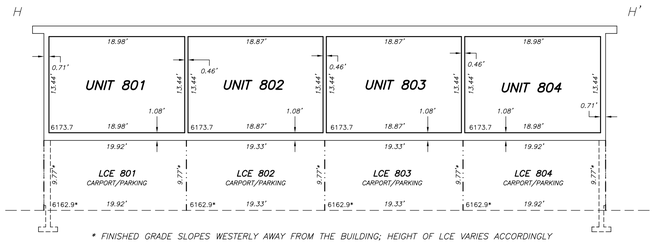
PLAN VIEW - GROUND LEVEL



CROSS-SECTION G-G'

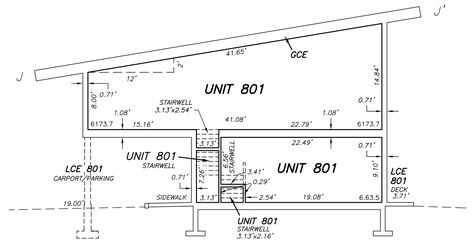


CROSS-SECTION H-H'

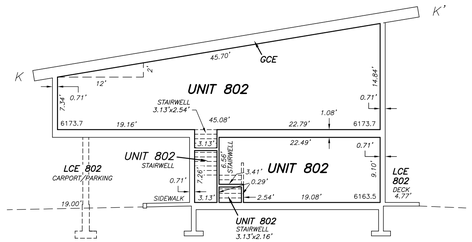


* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

CROSS-SECTION J-J'

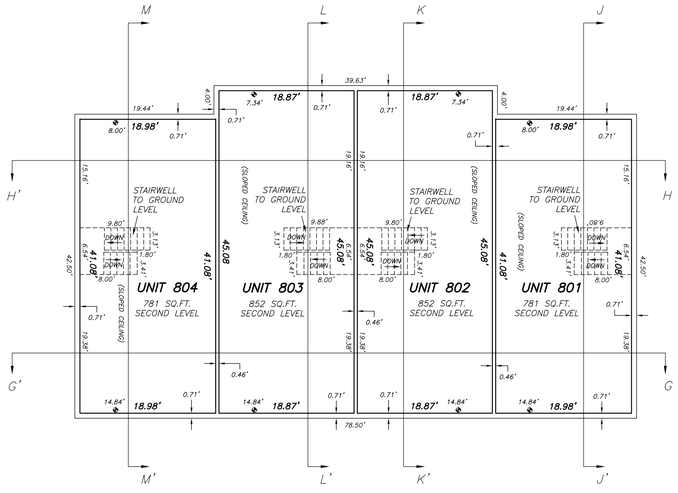


CROSS-SECTION K-K'

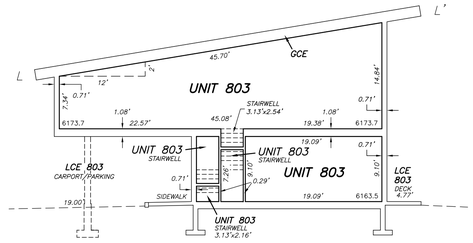


-- BUILDING A8 --

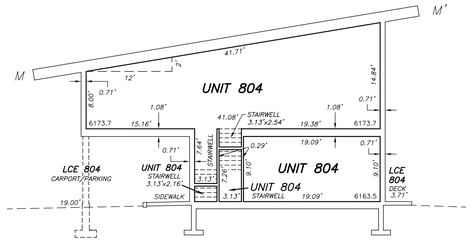
PLAN VIEW - SECOND LEVEL



CROSS-SECTION L-L'



CROSS-SECTION M-M'



GRAPHIC SCALE

0 10 20 30

1 INCH = 10 FEET
VERTICAL DATUM: NAVD88
BASED ON TETON COUNTY CONTROL NETWORK

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

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- EXTERIOR FACE OF BUILDING
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- EDGE OF HARDSCAPE (SIDEWALK)
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- APPROXIMATE FINISHED GRADE

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Project No. 22-41-16-33-3 22-41-16-33-3_fp1.dwg 08/08/2018

FINAL PLAT

THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING

ADDITION TO THE TOWN OF JACKSON

(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH

ADJUSTED PARCEL B OF MAP T-58D

LOCATED WTIHIN

NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 4 OF 4
BUILDING A8

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P18-245:** REQUEST FOR FINAL PLAT APPROVAL OF A 2-LOT SUBDIVISION FOR THE PROPERTY LOCATED AT 660 W. BROADWAY AVENUE.

APPLICANT: Y2 CONSULTANTS, ROBERT INFANGER

OWNER: DAVID TIBBITTS

STATEMENT/PURPOSE

The applicant is requesting Final Plat approval of a 2-lot subdivision for the property addressed as 660 W. Broadway Avenue.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

LOCATION

The property is currently described as PT. SE1/4NW1/4, SEC 33, TWP. 41, RNG. 116., and is addressed as 660 W. Broadway Avenue. An aerial photo and zoning map are shown on the following page:

W Broadway Ave
660
Flat Creek
Meadow Dr

W Broadway Ave
660
CR-3
P/SP
NL-1
Flat Creek
Meadow Dr

BACKGROUND

The subject property is zoned Commercial Residential-3 (CR-3), is located in the Natural Resource Overlay (NRO) and is 1.16 acres (50,530 SF) in size. The properties to the East and West are zoned CR-3, the property to the North is zoned Neighborhood Low Density-3 (NL-3) and property to the South is zoned Public/Semi-Public (P/SP). The site is currently vacant with no structures and fronts Broadway Avenue to the north and Karns Meadow Drive to the east. Access is currently taken from Karns Meadow Drive via dirt driveway. The site's use historically has been storage of vehicles, trailers and equipment related to Jackson Hole White Water which is located one property to the east across Karns Meadow Drive.

On March 9, 2019 the applicant completed their Environmental Analysis (EA) (P18-034) for a proposed lot split and future uses. Wildlife and habitat mitigation will be met at a future date as part of the Conditional Use Permit (CUP) for the use of the eastern lot. Three conditions of approval were placed on the EA:

1. As part of the CUP submittal and prior to issuance of any building or site disturbance related permits, the applicant shall provide a landscape plan prepared and stamped by a Wyoming Landscape Architect that shows vegetation types that are not palatable to mule deer. In addition, the applicant shall provide a landscape plan that is conducive to wildlife movement through the site.
2. As part of the CUP submittal and prior to issuance of any building or site disturbance related permits, the applicant shall remove the existing fencing along the southern property line and replace it with compliant fencing along the southern areas of the site with retaining walls 6' or higher.
3. As part of the CUP submittal and prior to issuance of any building or site disturbance related permits, the applicant shall provide a Habitat Enhancement/Mitigation plan which provides either on-site or off-site mitigation at a 2:1 ratio for the areas of the site, specifically the areas with Cottonwood trees, which were willfully disturbed. The 2:1 will be based upon the area of the trees shown in the 1999 aerial photo.

On May 7, 2018 the Town Council reviewed and approved a Development Plan (P17-122) for a 2-lot split which identified the proposed lot configuration, lot sizes, access and building envelope. One condition of approval was placed on the Development Plan:

1. Any future use of Lot 1 other than parking may trigger additional environmental review and analysis.

PROJECT DESCRIPTION

The proposed application is for Final Plat approval for the Tibbitts Subdivision. The plat will result in two lots, 1 & 2, configured east and west of each other. Lot 1 (west) is 0.52 acres and Lot 2 is 0.64 acres. A 30' wide access easement starting from Karns Meadow Dive crosses Lot 2 to serve Lot 1. No access will be taken from West Broadway.

STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with all previously approved permits (Development Plan Permit P17-122) and on the condition that all requirements in the departmental reviews are met, it presents no significant issues.

According to Division 7.5, non-residential subdivisions are not required to dedicate lands for school and park development thus the proposed subdivision will not result in any such exaction fees.

This subdivision is exempt from an Affordable Workforce Housing Standards pursuant to Section 6.3.2.A.2 – Applicability which states *"A non-building physical development, development option, or subdivision is not*

employee generating development and not subject to this Division…" Affordable housing will be applied as part of the CUP review on individual lots.

FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Development Plan.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

   Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan (P17-122).

2. ***Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

   Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

   Complies. As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

   Complies. As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ATTACHMENTS

Applicant Submittal
Departmental Reviews

FISCAL IMPACT

Park Exaction – N/A
School Exaction – N/A

STAFF IMPACT

Staff time to complete review approximately 2 hours.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Final Plat for a 2-lot split for the Tibbitts Subdivision at the property addressed as 660 W. Broadway Avenue, subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the 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. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-245, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to **approve** a Final Plat for a 2-lot split for the Tibbitts Subdivision at the property addressed at 660 W. Broadway Avenue subject to the departmental reviews attached hereto and the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the 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. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

Y2 CONSULTANTS

y2consultants.com
307 733 2999

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

Town of Jackson
PO Box 1687
Jackson, WY 83001

August 13, 2018

RE: Subdivision Plat Application for Tibbitts, 660 W. Broadway Avenue

Dear Planning,

Attached are submittal materials for a subdivision plat we are submitting on behalf of David Tibbitts. This property is located at 660 W. Broadway Avenue.

Please find two (2) hard copies and one digital copy of the following for your review:

1. Planning Permit Application
2. Application fee for $1,000
3. Letter of Authorization
4. Plat Narrative and Findings
5. Notice of Intent to Subdivide publication
6. Subdivision Improvements Agreement
7. Title Report
8. Draft Affidavit of Acknowledgement and Acceptance
9. Draft Final Plat for Tibbitts Subdivision
10. Lot Closure Letter/report

We look forward to hearing from you upon your sufficiency determination.

Sincerely,

Robert Infanger, PLA
Pierson Land Works LLC

Enclosures:

WY: PO Box 2870 / 180 South Willow St., Jackson, WY 83001 // ID: 10 S Main St., Suite 102, Victor, ID 83455 // P 307 733 2999 / F 307 733 8333

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Tibbitts Subdivision

Physical Address: 660 West Broadway Avenue

Lot, Subdivision: PT. SE1/4NW1/4, SEC 33, TWP. 41, RNG. 116 PIDN: 22-41-16-33-1-00-020

OWNER.

Name: David Tibbitts Phone: 307-413-5499

Mailing Address: P.O. Box 3695 Jackson, WY ZIP: 83001

E-mail: cayucos45@gmail.com

APPLICANT/AGENT.

Name: Y2 Consultants, LLC Phone: 307-733-5429

Mailing Address: P.O. Box 2870 Jackson, WY ZIP: 83001

E-mail: Robert@y2consultants.com

DESIGNATED PRIMARY CONTACT.

_____Owner X Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Physical Development

_____Sketch Plan

_____Development Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Development Option/Subdivision

_____Development Option Plan

X Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

_____ Other:_____

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P16-086 Environmental Analysis #: P18-034

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. Provide* ***one electronic copy*** *(via email or thumb drive), and* ***two hard copies*** *of the submittal packet.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

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 held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

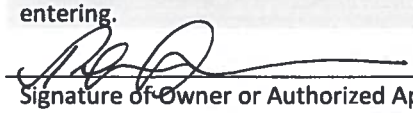
FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent

8/13/18
Date

ROBERT INFANGER
Name Printed

PROJECT MANAGER
Title

Y2 CONSULTANTS, LLC
PH. 307-733-2999
PO BOX 2870
JACKSON, WY 83001

BANK OF JACKSON HOLE
990 WEST BROADWAY
JACKSON, WY 83002

5096
99-409/1023
CHECK ARMOR

8/10/2018

PAY TO THE ORDER OF Town of Jackson $ **1,000.00

One Thousand and 00/100********** DOLLARS

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

VALID VALID
VALID VALID
VALID VALID
VALID VALID

AUTHORIZED SIGNATURE

MEMO Huffman-Tibbits 15215.1 - Subdivision Plat Fee

HEAT SENSITIVE

⑈005096⑈ ⑆102304099⑆ 034⑉740⑉1⑈

Y2 CONSULTANTS, LLC 5096

Town of Jackson 8/10/2018

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/10/2018	Bill	Plat Fee	1,000.00	1,000.00		1,000.00
					Check Amount	1,000.00

BOJH Checking Huffman-Tibbits 15215.1 - Subdivision Plat Fee 1,000.00

Y2 CONSULTANTS, LLC 5096

Town of Jackson 8/10/2018

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/10/2018	Bill	Plat Fee	1,000.00	1,000.00		1,000.00
					Check Amount	1,000.00

BOJH Checking Huffman-Tibbits 15215.1 - Subdivision Plat Fee 1,000.00

ENDORSE HERE

X

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• Distinctive pattern not visible when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that bleed into each other
Security Border/Microprinting	• Small microprint lines appear as broken or solid
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible/Invisible Fibers	• Red/blue fibers are not visible and white/blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• "SECURE DOCUMENT" is not visible on front
Security Weave® on Backer	• "ORIGINAL DOCUMENT" is not on back
Dot Patterns on Front	• An enabled color copier will not reproduce front image

Security features listed and unlisted exceed industry standards.
® Padlock design is a certification mark of Check Payment Systems Association

MobileMark℠: Mobile Deposit check mark to indicate check has been deposited via mobile device.

LETTER OF AUTHORIZATION

David Tibbitts ,"Owner" whose address is: _____

660 W. Broadway Ave., Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property more specifically legally described as: Pt. SE1/4 NW 1/4, Sec. 33, Twp. 41, Rng. 116

(If too lengthy, attach description)

HEREBY AUTHORIZES Pierson Land Works, 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: _____

(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 DAVID TIBBETTS this 29th day of July, 2016

WITNESS my hand and official seal.

_____ (Seal)

(Notary Public)

My commission expires:

10/18/2016

GEORGE P. PUTNAM - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES: OCTOBER 18, 2016

Y2 CONSULTANTS

y2consultants.com
307 733 2999

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

July 19, 2018

Brian Lenz
Town Engineer
Town of Jackson
150 East Pearl Ave.
Jackson, WY 83001

RE: Tibbitts Subdivision Plat Closure Information

Dear Brian,

Attached is a copy of the lot closure calculations for the proposed Two-Lot Subdivision located at 660 W. Broadway. There is one sheet attached herewith dated July 19, 2018. Please note a survey in digital from will be submitted with the final mylar at the time of Final Plat signature.

Best regards,

Mark Fellermann
Wyoming PLS 16012

Enclosure:

Lot Report Thu Jul 19 13:25:20 2018

Lot File: F:\2015\15215\Survey\ACAD\Data\15215-16066_BASE.lot
CRD File: F:\2015\15215\Survey\ACAD\Data\15215-16066_BASE.crd

Lot: EAST ADJ 180, Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting
814			1412868.6479	2440576.1541
	N 80°29'02" E	78.4768		
2042			1412881.6220	2440653.5510
	N 80°03'00" E	99.3296		
803			1412898.7849	2440751.3866
	S 01°06'51" W	159.6393		
802			1412739.1758	2440748.2824
	S 80°21'27" W	128.9651		
818			1412717.5742	2440621.1393
	N 09°36'01" W	24.0021		
817			1412741.2402	2440617.1363
	S 80°21'18" W	56.8728		
816			1412731.7115	2440561.0675
	N 00°20'25" W	20.5775		
815			1412752.2886	2440560.9453
	N 07°26'48" E	117.3490		
814			1412868.6479	2440576.1541

Closure Error Distance> 0.000000
Total Distance> 685.2122
Area: 0.6 Acres, 27698.6 Sq. Feet

Lot: WEST ADJ 180, Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting
92040			1412844.8280	2440434.0570
	N 80°29'02" E	144.0798		
814			1412868.6479	2440576.1541
	S 07°26'48" W	117.3490		
815			1412752.2886	2440560.9453
	S 00°20'25" E	20.5775		
816			1412731.7115	2440561.0675
	N 80°21'18" E	56.8728		
817			1412741.2402	2440617.1363
	S 09°36'01" E	24.0021		
818			1412717.5742	2440621.1393
	S 80°21'27" W	191.8649		
92041			1412685.4370	2440431.9850
	N 00°44'41" E	159.4045		
92040			1412844.8280	2440434.0570

Closure Error Distance> 0.000000
Total Distance> 714.1506
Area: 0.5 Acres, 22610.1 Sq. Feet

Block 1 Total Area: 1.2 Acres, 50308.7 Sq. Feet

SUBDIVISION PLAT

Lot Subdivision Application
660 W. Broadway Ave.

PREPARED FOR
DAVID TIBBITTS
PO BOX 3695
JACKSON, WY 83001

PREPARED BY
Y2 CONSULTANTS LLC
PO BOX 2870
JACKSON, WY 83001

JUNE 13, 2018

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APPLICANT	David Tibbitts PO Box 3695 Jackson, WY 83001
OWNER	Same as Applicant
REPRESENTATIVE	Y2 Consultants, LLC PO Box 2870 Jackson, WY 83001
PROPERTY LOCATION	660 West Broadway Avenue Town of Jackson, Wyoming 83001
DESCRIPTION OF PROPERTY	The subject property is located within the SE1/4 NW ¼ of Section 33, Township 41 North, Range 117 West
PRE-APPLICATION	P16-086
DEVELOPMENT PERMIT	P17-122

PROJECT DESCRIPTION

The applicant is requesting to subdivide the above-described 1.16-acre property to create two lots. The resulting two lots 1 and 2, will be ±0.52 acres and ±0.64 acres, respectively. The subdivision meets current minimum standards as defined in the Auto-Commercial – Town of Jackson zone (AC-TOJ), as defined in 2.3.5.D. This Subdivision plat application is submitted in accordance to Section 7.2.2. Subdivision Standards and Section 8.5.3 Subdivision Plat Procedures and the approved development application DEV P17-122.

FINDINGS FOR APPROVAL

Is in substantial conformance with an approved development plan or development option plan

Complies. The approved development plan (DEV P17-122) outlines the subdivision plan and is consistent with this subdivision application.

Complies with the standards of this section

Complies. This application complies with all standards of section 8.5.3, Subdivision Plat of the Town LDRs including plat contents and subdivision improvement agreement.

Complies with the subdivision standards of Div. 7.2

Complies. This application seeks to subdivide one lot into two and includes subdivision improvements.

Complies with all other relevant standards of these LDRs

Complies. This Subdivision Plat application is submitted in accordance with standards of Section 7.2.3 and 8.5.3 Subdivision Plat of the LDRs. The proposed subdivision complies with relevant standards, outlined in the AC-TOJ 2.3.5.D. The proposed subdivision meets minimum lot size standards. Please refer to the Proposed Development Program table included in the approved development plan (P17-122) for subdivision lot sizes. All standards have been adequately addressed or met with this application.

Robert Infanger

From: Legal Dept./JH News&Guided <legals@jhnewsandguide.com>
Sent: Monday, July 23, 2018 10:50 AM
To: Robert Infanger
Subject: Re: Notice of Intent to Subdivide

Hi Robert,
I will publish the legal on August 1st and 8th.

Thank you,

Rudy Perez
Legal Notices
(307) 733-2047
www.jhnewsandguide.com
Jackson Hole News&Guide | Jackson Hole Daily

On Jul 23, 2018, at 8:23 AM, Robert Infanger <Robert@y2consultants.com> wrote:

Rudy,

Yes, we still intend publish the notice. The new publishing dates are August 1st and August 8th.

Thank you,
Robert

<image003.png>
Robert Infanger, PLA
Landscape Architect/ Project Manager
p: (307) 733-2999
a: PO Box 2870 | 180 S Willow St., Jackson, WY 83001
w: http://www.y2consultants.com/

Define. Design. Deliver.

<image004.png>

Privileged and Confidential: The information contained in this electronic message and any attachments is confidential information intended only for the use of the individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this message in error, please notify us by calling (307) 733-2999. The sender takes no responsibility for any unauthorized reliance on this message. This communication may not be forwarded (other than within the recipient to which it has been sent) without our express written consent.

From: Legal Dept./JH News&Guided <legals@jhnewsandguide.com>
Sent: Monday, July 23, 2018 8:04 AM
To: Robert Infanger <Robert@y2consultants.com>
Subject: Re: Notice of Intent to Subdivide

Hi Robert,

Tyler Valentine

From: Robert Infanger <Robert@y2consultants.com>
Sent: Thursday, September 20, 2018 11:43 AM
To: Tyler Valentine
Subject: RE: Department Reviews - 660 W Broadway

Tyler,

Per comments from the Housing Department, our response is that the subdivision is not subject to the Affordable Workforce Housing Standards under Section 6.3.2.A.2. It is the applicant's understanding that Housing Requirements will be fulfilled during the CUP-DEV process.

Thanks,
Robert

Y2 CONSULTANTS

Robert Infanger, PLA
Landscape Architect/ Project Manager

p: (307) 733-2999
a: PO Box 2870 | 180 S Willow St., Jackson, WY 83001
w: http://www.y2consultants.com/

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From: Tyler Valentine <tvalentine@jacksonwy.gov>
Sent: Thursday, September 20, 2018 11:35 AM
To: Robert Infanger <Robert@y2consultants.com>
Subject: FW: Department Reviews - 660 W Broadway

Robert, circling back on this...

From: Tyler Valentine
Sent: Tuesday, September 18, 2018 11:05 AM
To: 'Robert Infanger' <Robert@y2consultants.com>
Subject: RE: Department Reviews - 660 W Broadway

Thank you for your email. It is too late to get this legal public notice into the News&Guide for July 25th, our deadline is at 3pm on Thursday for the following Wednesday paper. Please let me know if you still intend to publish this notice and what the new publishing dates will be.

Thank you,

Rudy Perez
Legal Notices
(307) 733-2047
www.jhnewsandguide.com
Jackson Hole News&Guide | Jackson Hole Daily

On Jul 20, 2018, at 4:17 PM, Robert Infanger <Robert@y2consultants.com> wrote:

Dear JHN&G,

Please publish the below notice of intent.

Thank you.

NOTICE OF INTENT TO SUBDIVIDE

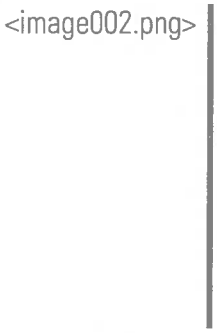
Notice is hereby given that in accordance with Chapter 18-5-306 Wyoming Statutes, 1977, as amended, that David Tibbitts, owner of Parcel 22-41-16-33-1-00-020, intends to apply for a Subdivision Plat to subdivide this parcel into 2 Lots. The project is generally located at 660 West Broadway Avenue, Jackson, Wyoming.

Filing for said permit will occur at a regular meeting of the Town Council of the Town of Jackson, Wyoming. Please contact the Town of Jackson Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

Do not print contents below line:

Please publish: July 25th and August 1st, 2018

Bill to:
Y2 Consultants
P.O. Box 2870
Jackson, WY 83001



Robert Infanger, PLA
Landscape Architect/ Project Manager

p: (307) 733-2999
a: PO Box 2870 | 180 S Willow St., Jackson, WY 83001
w: http://www.y2consultants.com/

Define. Design. Deliver.

<image004.png>

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this _____ day of June, 2018 by and between David Tibbitts, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

DRAFT

WHEREAS, Subdivider submitted a Final Development Plan for a 2-Lot Subdivision, which was approved by Town Council on May 7th, 2018 subject to execution of this Agreement and submission of a Final Plat after completion of a survey; and

WHEREAS, The Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Development Plan; and

WHEREAS, the Town of Jackson Land Development Regulations require that a subdivision Agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

WHEREAS, the Town Council approves of the terms and conditions of this Agreement for this Final Development Plan designated as the Tibbitts Highwater Addition to the Town of Jackson.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY:

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on May 7, 2018 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer and the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is

limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

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3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this Agreement shall be in accordance with said improvement plans and specifications. No construction of required public or private improvements shall commence until after approval of a Final Development Plan and approval of all design and construction drawings by appropriate agencies.

The Subdivider, its contractors and subcontractors, shall follow all instructions received from the Town's inspectors. Prior to construction, the Subdivider or his engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:

The list of improvements and the total cost of improvements required by this Agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, is attached hereto as Exhibit "A" and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE:

There is no Affordable Housing Obligation because the subdivision does not contemplate a residential component.

6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under

any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

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7. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	$ None
School Exaction:	$ None
Affordable/Employee:	$ None

8. TIME FOR COMPLETION:

Subdivider agrees to install all improvements as required and further agrees that all such work of improvements shall be fully completed within one year following the recordation of the Final Plat, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.

9. WARRANTY:

All work and improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

10. LIABILITY:

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of $_____ for each occurrence and $_____ annual aggregate for bodily injury and $_____ for each occurrence and $_____ annual aggregate for property damage or a combined single limit policy with minimum limits of $_____ for each occurrence and $_____ annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer prior to the filing of the Final Plat.

11. PERFORMANCE TESTING AND INSPECTION:

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Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

12. RELEASE OF SECURITY:

A. Release. As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a release of part or all of the guarantee. Upon inspection and approval, the Town Engineer shall release the requested amount of the guarantee. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. If the Town Engineer determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications and/or requirements, the Town Engineer shall draw and expend from the bond, letter of credit, deposit of collateral or other form of financial assurance, such funds as may be necessary to construct the improvements.

No implied certification of compliance. Release of the improvements guarantee does not constitute certification of compliance with the standards of these Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the subdivider.

B. Acceptance by the Town

1. Prior to acceptance. The Town shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the street or other improvement has been formally accepted by the Town.
2. Request for acceptance. Upon completion of the improvements, the subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located.
3. Final inspection. Upon receipt of a written request for acceptance from the subdivider, the Town Engineer, and other appropriate government agencies will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will

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base the inspection on compliance with the approved construction plans, profiles and specifications, as required by the Land Development Regulations. Upon satisfactory completion of all construction in accordance with the approved plans, profiles, and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of the public improvements and schedule the request for acceptance for review by the Town Council.

4. Record drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted on twenty-four (24) inches by thirty-six (36) inches mylar and shall be accompanied by two (2) sets of prints and computerized electronic media format deemed suitable by the Town Engineer. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.
5. Certification. The following certification by the project engineer shall appear on the face of the record drawings:

   Records Plans Certificate

   These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

   To Be Determined _____ _____
   (Engineer's Signature) Date

   To Be Determined _____
   (Engineer's Name, Printed)

   Wyoming P.E. No. _____

6. Notification of acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the subdivider in writing of the Town's acceptance.
7. Responsibility to maintain. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

13. DEVELOPMENT COORDINATION:

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Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

14. ACCEPTANCE:

The Town agrees to accept the improvements only upon proper completion of the public and private infrastructure improvements as set forth in article 3 of this Agreement, and the satisfactory testing and inspection and acceptance of said improvements as set forth in articles 11 and 12 of this Agreement. The Town shall not be responsible for any improvements, maintenance, or care until the same shall be accepted, nor shall the Town exercise any control over the improvements until accepted.

15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:

The Town agrees to reimburse Subdivider for infrastructure over-sizing generally described as follows:

[N/A]

The reimbursement shall be effected only after such time as the Town accepts the subdivision improvements, a written request for reimbursement is submitted to the Town by Subdivider, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.

16. NOTICES:

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
PO Box 1687
Jackson, WY 83001

Subdivider: David Tibbitts
Attention: Jeff Tibbitts
PO Box 34
Jackson, WY 83001
jefftibbitts1@gmail.com

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Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS:

This Agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY:

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY:

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement 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 Agreement in all other respects shall remain valid and enforceable.

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

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By: _____
Pete Muldoon, Mayor

Attest: _____
Olivia Goodale, Town Clerk

APPROVED AS TO FORM:

By: _____
Audrey Cohen-Davis, Town Attorney

APPROVED AS TO CONTENT:

By: _____
Brian Lenz, Town Engineer

By: _____
Tyler Sinclair, Town Planning Director

SUBDIVIDER

By: _____

Name: David Tibbitts

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STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson this _____day of _____, 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Olivia Goodale as Town Clerk of the Town of Jackson this _____day of _____, 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this _____day of _____, 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

DRAFT

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian Lenz as Town Engineer of the Town of Jackson this _____day of _____, 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this _____day of _____, 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by David Tibbitts this _____ day of 2018.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

Reference: /David Tibbitts
660 West Broadway Avenue, Jackson, WY 83001
PIN# 22-41-16-33-1-00-020

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
First American Title Insurance Company
PO Box 3609 / 175 South King St, Jackson, WY 83001
Phone: (307)733-2597 - FAX (307)733-8530 - Email:
For Title questions call: **Amy F. Evans**

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Co

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 90 DAYS after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

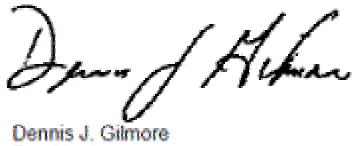
The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

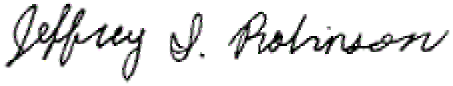
The Conditions on Page 3 .

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Issued by: First American Title Insurance Company
Address: 175 S King, PO Box 3609, Jackson, WY 83001

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE A

TITLE REPORT/Revision 2

1. Commitment Date: May 29, 2018 at 5:00 p.m.

2. Policy (or Policies) to be issued:

   a. ALTA Std Owner Policy (6-17-06)-WY-N $TBD

   Proposed Insured:
   TBD

3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by David Tibbitts, a single man.

4. The Land referred to in this Commitment is described as follows:

   A Tract of Land located in the SE¼NW¼ of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being more particularly described as follows:
   Beginning at a Point on the west line of Said SE¼NW¼ which lies N00°12'25"E, 660.83 feet from the southwest corner of Said SE¼NW¼, the center-west one-sixteenth corner of Said Section 33;
   Thence along said west line of Said SE¼NW¼, N00°12'25"E, 159.28 feet, more or less, to the southerly right-of-way line of U.S. Highway 26, 89, 189, 191;
   Thence along said southerly right-of-way line, N80°01'32"E, 222.41 feet to the point of curvature of a spiral curve to the left, Station 280+35 of said right-of-way line, a curve offset to the right (South) 66 feet from a 200 foot long, 4 degree spiral curve of decreasing radius proceeding west to east at the highway centerline;
   Thence along a portion of said spiral curve, said portion being subtended by a chord of 99.51 feet bearing N79°08'07"E a distance of 99.57 feet, more or less, to the intersection with the west line of that easement for ingress and egress granted to lower Valley Power and Light, Inc. as described in that instrument of record in Book 50 of Photo pages 21 to 23, records of Teton County;
   Thence along the westerly line of said easement, S00°37'10"W, 160.11 feet, more or less, to a point which lies N00°38'59"E, 727.63 feet from the point of curvature of a horizontal, circular curve to the right on said easement;
   Thence S79°51'45"W, 320.83 feet to the Point of Beginning.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE B - I

REQUIREMENTS

The following requirements must be met:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE B - II

EXCEPTIONS FROM COVERAGE

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

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.

2. Easements, claims of easements or encumbrances that are not shown in the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

   Taxes for the year 2018.

   NOTE: Taxes for the year 2017 appear to be in the amount of $8,764.85, Account No. OJ-1057 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is $4,382.43, and PAID, and the second installment is $4,382.42, and PAID.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

8. Right of way, including terms and conditions contained therein:

Granted To:	State of Wyoming
For:	Public Road
Recorded:	December 22, 1938
Recording Information:	Book 6 of Deeds, page 1

9. Easement, including terms and conditions contained therein:

Granted to:	The Town of Jackson
For:	Right of Way
Recorded:	May 5, 1949
Recording Information:	Book 6 of Mixed Records, page 351-352

10. Easement, including the terms and conditions contained therein:

Granted To:	Mountain States Telephone and Telegraph
For:	Construction, operation and maintenance of communication facilities.
Recorded:	February 13, 1979
Recording Information:	Book 82 of Photo, page 172-173

11. Easement, including terms and conditions contained therein:

Granted to:	Town of Jackson, a Municipal Corporation
For:	a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration, and replacement of electric service, and telemetry control facilities
Recorded:	February 5, 1997
Recording Information:	Book 330 of Photo, page 1172-1175

12. Easement, including terms and conditions contained therein:

Granted To:	Lower Valley Power and Light, Inc.
For:	Construction, operation and maintenance of electric distribution circuits
Recorded:	November 5, 1998
Recording Information:	Book 364 of Photo, page 631

13. Easement, including terms and conditions contained therein;

Granted To:	Lower Valley Energy, Inc.
For:	Construction, operation and maintenance of electric distribution circuits
Recorded:	October 19, 2001
Recording Information:	Book 437 of Photo, page 690

14. Matters as disclosed in T-46C

Recorded:	December 6, 2002

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

15. Fence Removal Agreement including the terms and conditions thereof:

Between:	Wyoming Department of Transportation
And:	Karns Ranch
Recorded:	August 12, 2003
Recording Information:	Book 518 of Photo, page 526-534

16. Easement, including terms and conditions contained therein:

Granted to:	Silver Star Telephone Company, Inc.
For:	Utility Easement
Recorded:	September 14, 2015
Recording Information:	Book 904 of Photo, page 540-541

17. Mortgage and the terms and conditions thereof:

Mortgagor:	David Tibbitts, a single man
Mortgagee:	Karns Ranch Limited Partnership
Original Amount:	$1,250,000.00
Dated:	November 17, 2015
Recorded:	November 18, 2015
Recording Information:	Book 909 of Photo, page 182-189

18. Easement, including the terms and conditions contained therein:

Granted To:	Silver Star Telephone Company, Inc.
For:	Construction, operation and maintenance of telecommunication facilities.
Recorded:	May 24, 2017
Recording Information:	Book 945 of Photo, page 944-946

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The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

The First American Corporation

First American Title Insurance Company

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

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 will 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 us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

LEGEND

⊙ Indicates a steel reinforcing bar with an aluminum cap inscribed "PLS 4270" found this survey

⊗ Indicates a calculated point, nothing found or set

● Indicates a steel reinforcing bar with an aluminum cap inscribed "PLS 16012" set this survey

■ Indicates a Brass Cap inscribed R.O.W.

⌖ Overhead Utility Pole

Boundary Line

Adjacent Boundary Line

Record Easement Line (as noted)

Overhead Utility Line

N 90°00'00" W 1.59' Measured Bearing and Distance

(N 90°00'00" W) (1.59') Calculated Bearing and Distance

CERTIFICATE OF SURVEYOR

State of Wyoming)
ss
County of Teton)

I, Mark W. Fellermann, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief:

that this plat was made from notes of surveys made under my direction and under the direction of David Kemper, PLS 15645 during January AND April 2017 and from records in the Office of the Teton County Clerk;

that this plat correctly represents the final plat of the TIBBITTS SUBDIVISION within the SE1/4NW1/4 of Section 33, T.41N., R.116W., 6th P.M., Teton County, Wyoming;

that the TIBBITTS SUBDIVISION, shown hereon is a subdivision of land described in Book 909, Photo, pages 179–181 recorded in said Office, being more particularly described as follows:

Beginning at the Point of Intersection of the west line of said SE¼NW¼ and the southerly right–of–way line of US HWY 26, 89, 189, & 191;

Thence along said southerly right–of–way line, N80°29'02"E, 222.56 feet to the point of curvature of a spiral curve to the left, Station 280+35 of said right–of–way line, a curve offset to the right (South) 66 feet from a 200 foot long, 4 degree spiral curve of decreasing radius proceeding west to east at the highway centerline;

Thence along a portion of said spiral curve, said portion being subtended by a chord of 99.33 feet bearing N80°03'00"E, more or less, to the Point of Intersection with the west right–of–way line of a 60 foot wide right–of–way granted to Teton County Housing Authority as described in that instrument of record in Book 457 of Photo pages 621–626, records of Teton County;

Thence along the westerly line of said easement, S01°06'51"W, 159.64 feet to a point;

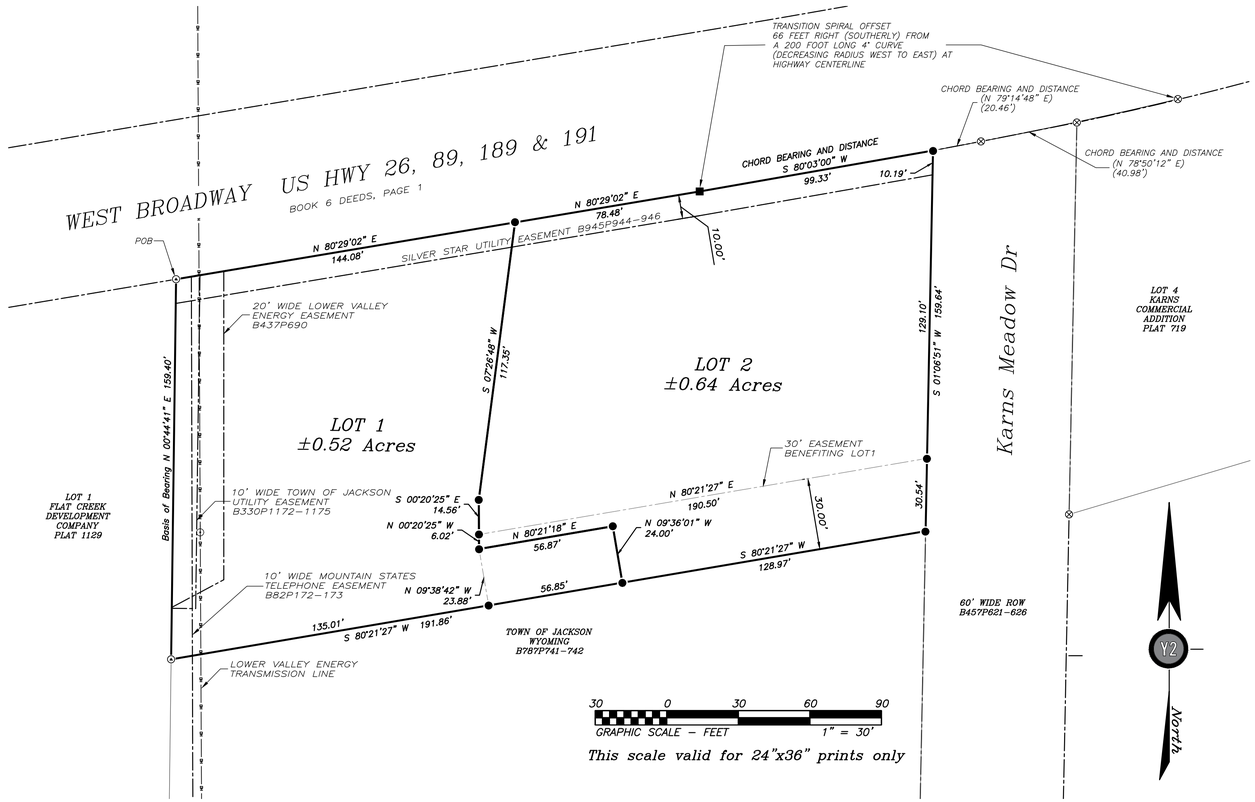
Thence S80°21'27"W, 320.83 feet to a point on the west line of said SE¼NW¼;

Thence along said west line of said SE¼NW¼, N00°44'41"E, 159.40 feet, more or less, to the southerly right–of–way line of U.S. Highway 26, 89, 189, & 191 AND the Point of Beginning.

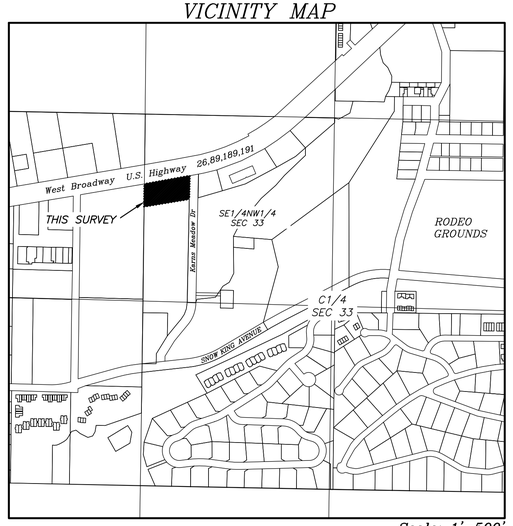
Basis of Bearing N 00°44'41" E along the west line of Lot 1 shown hereon.

Containing 1.16 acres, more or less, and subject to easements, rights–of–way, reservation, and restrictions, of sight and/or record, including but not limited to those shown hereon.

That all points and corners are monumented as shown hereon.



VICINITY MAP



Scale: 1'=500'

Part of Section 33
T. 41 N., R. 116 W., 6th P.M.
Teton County, WY

CERTIFICATE OF OWNER

State of Wyoming)
ss
County of Teton)

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of 660 West Broadway Avenue, Jackson, WY 83001 as described in the Certificate of Surveyor hereon, recorded in Book 909 Photos Page179–181 in the Office of the Clerk of Teton County, Wyoming, lying within the SE1/4NW1/4 of Section 33, T. 41 N., R. 116 W., 6th P.M., Town of Jackson, Teton County, Wyoming as shown hereon is with the free consent and in accordance with his desire:

that the name of the subdivision shall be the TIBBITTS SUBDIVISION;

that said TIBBITTS SUBDIVISION contains two lots, LOT 1 and LOT 2, shown hereon;

that said TIBBITTS SUBDIVISION is subject to easements, rights–of–way, reservations, and restrictions, of sight and/or of record, including but not limited to those shown hereon;

that the forgoing subdivision is subject to a Right of Way, including terms and conditions contained therein, described in Book 6 of Deeds, page 1, granted to the State of Wyoming for a Public Road;

that the forgoing subdivision is subject to an easement, including terms and conditions contained therein, described in Book 6 of Mixed Records, pages 351–352, granted to The Town of Jackson for a Right of Way;

that said Lot 1 is subject to that easement, including terms and conditions contained therein, described in Book 82 of Photo, pages 172–173, granted to Mountain States Telephone and Telegraph, for construction, operation and maintenance of communication facilities, recorded in said Office;

that said Lot 1 is subject to that easement, including terms and conditions contained therein, described in Book 330 of Photo, pages 1172–1175, granted to Town of Jackson, a Municipal Corporation, for a perpetual easement and right–of–way for the construction and continued maintenance, repair, alteration, and replacement of electric service, and telemetry control facilities, recorded in said Office;

that said Lot 1 is subject to an easement, including terms and conditions contained therein, described in Book 437 of Photo, page 690, granted to Lower Valley Energy, Inc., for construction, operation and maintenance of electric distribution circuits, recorded in said Office;

that said Lot 2 is subject to a non–exclusive easement for access, underground utilities, and sewer, 30 feet wide, shown hereon, for benefit of Lot 1;

that said forgoing subdivision is subject to matters disclosed on map T–46C recorded in said Office;

that said forgoing subdivision is subject to a Fence Removal Agreement, including the terms and conditions thereof, as described in Book 518 of Photo, pages 526–534, between Wyoming Department of Transportation AND Karns Ranch, recorded in said Office;

that said forgoing subdivision is subject to an easement, including terms and conditions contained therein, as described in Book 945 of Photo, pages 944–946, granted to Silver Star Telephone Company, Inc., for a Utility Easement, recorded in said Office;

that no surface water rights are attached to this subdivision;

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

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances and fire department vehicles;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.

SIGNATURE BY SEPARATE AFFIDAVIT
David Tibbitts

Mark W. Fellermann
Wyoming Professional Land Surveyor No. 16012

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Mark Fellermann this _____ day of _____, 2018.

Witness my hand and official seal.

Notary Public My commission expires:

OWNER:

DAVID TIBBITTS
P.O. BOX 3695
JACKSON, WYOMING 83001

SURVEYOR:

Y2 Consultants, LLC
180 S. WILLOW ST.
P.O. BOX 2870
JACKSON, WYOMING 83001
PHONE: 307–733–2999

NUMBER OF LOTS: 2
TOTAL PROJECT ACREAGE: 1.15 ACRES

PREPARATION DATE: June 15, 2017
FINAL REVISION DATE: XX, 2017

CERTIFICATE OF MORTGAGEE

Consent of mortgagee, KARNS RANCH LIMITED PARTNERSHIP, OF P.O. BOX 10, JACKSON WY, by separate affidavit recorded concurrently with this plat.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS 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 OF THE STREAM OR RIVER

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS EXCEPT AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS

PUBLIC MAINTENANCE OF US HIGHWAY 26/89/189/191 AND KARNS MEADOW DRIVE

NO PUBLIC MAINTENANCE OF ROADS WITHIN THIS SUBDIVISION

CERTIFICATE OF APPROVAL

State of Wyoming)
ss
County of Teton)

The foregoing subdivision, TIBBITTS SUBDIVISION was approved at the regular meeting of the Town Council on the XXth day of xxxxMONTH, 2018 in accordance with Section 15–1–415, Wyoming State Statutes, and the Town of Jackson Land Development Regulations.

TOWN OF JACKSON

Attest

_____ Clerk

_____ Mayor

_____ Town Engineer

_____ Planning Director

DRAFT

FINAL PLAT
PREPARED FOR
TIBBITTS SUBDIVISION
Being a Portion of the
SE1/4NW1/4 SECTION 33
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

Y2 Consultants, LLC
P.O. Box 2870
180 S. Willow St.
Jackson, WY 83001
Tel 307. 733.2999
y2consultants.com

Sheet 1 of 1

Project Number - 15215
Project Path - F:\2015\15215\Survey\ACAD\15215_FINAL_PLAT.dwg
Drawn By - DBK/MWF
Reviewed By - GPP
Drawing Date - June 15, 2017
Revision Date -

Affidavit of
Acknowledgment and
Acceptance of Plat

DRAFT

KNOW ALL MEN BY THESE PRESENTS:

_____, _____, Karns Ranch Limited Partnership a
(Name) (Title)
Wyoming limited partnership, duly sworn, does hereby depose and say:

1. that Karns Ranch Limited Partnership, is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded in Book 909 of Photo, pages 182-189, which affect title to real property of record being a tract of land located in the SE1/4NW1/4 of Section 33, Township 41 North, Range 116 West, Town of Jackson, Teton County, Wyoming.

2. that I have examined a copy of the Final Plat of the _____, dated _____to be recorded in said Office;

3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and the 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 Mortgagee as contained on said Plat.

_____
(Signature)

_____
(Print Name Here)

_____
(Title)
Karns Ranch Limited Partnership

State of _____)
) ss
County of _____)

The foregoing instrument was subscribed and sworn before me by _____,
_____, Karns Ranch Limited Partnership (Print Name Here)
(Title)

on this _____ day of _____, 2017.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

F:\2015\15215\Docs\2018 Plat App\15215_Karns Ranch_mortgagee_affidavit.doc

Affidavit of
Acknowledgment and
Acceptance of Final Plat

DRAFT

KNOW ALL MEN BY THESE PRESENTS:

David Tibbitts, does hereby depose and say:

1. that I am David Tibbitts, which owns real property in the Town of Jackson, Teton County, Wyoming, being that parcel of land described in that Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming in Book 909, pages 179-181;

2. that I have examined a copy of the Final Plat of the proposed subdivision titled _____ dated _____;

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 the signatures to and the recording of this Affidavit shall have the same force and effect as our signatures to the Certificate of Owner as contained on said final plat.

DATED this ____ day of _____, 2017

_____
David Tibbitts

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by David Tibbitts, this _____ day of _____, 2017.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

F:\2015\15215\Docs\2018 Plat App\15215_Tibbitts_Aff_Final_Plat.doc

JACKSON HOLE
TITLE & ESCROW

PLAT REVIEW

Name of Proposed Plat: Tibbitts Subdivision

Legal Description: Part of the SE ¼ NW ¼ Section 33, T41N R116W, 6P.M., Teton County, Wyoming

Title Report Completed on: September 3, 2018

TITLE:

Vesting: David Tibbitts, a single man

Does title vesting match ownership as shown on proposed plat? ■ Yes ☐ No

If title is vested in non-natural entities, have copies of corporation / trust / llc / partnership documents been reviewed? N/A ☐ Yes ☐ No

ACCESS:

Legal: ■ Yes ☐ No Physical: ■ Yes ☐ No

Legal access provided via US Highway26, 89, 189 &191

LOTS/UNITS:

Are lots/units progressively numbered? ■ Yes ☐ No ☐ N/A
Lots 1 and 2
Are lot dimensions shown? ■ Yes ☐ No ☐ N/A
Does plat vacate lots from which these lots are platted? ☐ Yes ☐ No ■ N/A

STREETS:

Are streets ☐ dedicated to the public OR ☐ private, with rights of way granted to each lot owner? ■ N/A

EASEMENTS/ENCUMBRANCES:

Are all easements/encumbrances shown on O&E Report listed on the plat?
■ Yes ☐ No ☐ N/A

CERTIFICATES: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103)	■ Yes	☐ No
Is Owner's Certificate executed by the correct party?	■ Yes	☐ No
Surveyor's Certificate	■ Yes	☐ No
Mortgagee's Certificate (WS 34-12-102)	■ Yes	☐ No

REQUIREMENTS:

1) The separate Affidavit of Owner and Affidavit of Mortgagee must be recorded concurrently with the plat. (active mortgage recorded at Book 909, Pages 182-189)

COMMENTS:

None.

Signed by:

Mimi Tlougan Senior Title Officer 09.11.18

Mimi Tlougan

F:\PLAT REVIEWS\1-BLANK FORM.DOT

NELSON
ENGINEERING since 1964
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY • WWW.NELSONENGINEERING.NET

MJQ/18-004-01

August 27, 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: Tibbitts subdivision

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

It appears that the "10' wide Mountain States Telephone" easement, and the "20' wide Lower Valley Energy" easement are centerlines, and should be noted as such.

Ties to corners of the Public Land Survey System are required, as well as to a tie to the Teton County control network.

"Forgoing" is better spelled foregoing. (Certificate of Owner)

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,

Michael Quinn, PLS
Teton County Surveyor

cc: Whytwo Consultants, LLC
Robert@y2consultants.com

ph 307.733.2087 | fx 307.733.4179 | PO Box 1599 | 430 South Cache | Jackson, Wyoming 83001

Project Plan Review History

PLANNING

Project Number	P18-245	**Applied**	8/14/2018	STOL
Project Name	Subdivision Plat - 660 W. Broadway	**Approved**		
Type	FINAL PLAT	**Closed**		
Subtype		**Expired**		
Status	STAFF REVIEW	**Status**	9/12/2018	TV

Applicant Y2 Consultants **Owner** David Tibbitts

Site Address	City	State	Zip
660 W BROADWAY AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411633100020	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Fire Kathy Clay	NO COMMENT	8/14/2018	9/4/2018	8/15/2018	
Legal A Cohen-Davis (9/4/2018 1:58 AM AC) In the Certificate of Owner, LVE easement Book 364 of Photo, p. 631 is not listed; also Book 904 of Photo, pp. 540-541.	APPROVED W/CONDITI	8/14/2018	9/4/2018	9/4/2018	see notes
Parks and Rec Steve Ashworth (8/24/2018 11:47 AM STOL) Tiffany, No comments on P18-245, 660 W Broadway.	NO COMMENT	8/14/2018	9/4/2018	8/20/2018	
Pathways Brian Schilling (9/3/2018 8:15 AM STOL) No comments from pathways	NO COMMENT	8/14/2018	9/4/2018	8/30/2018	
Planning Tyler Valentine (9/20/2018 3:39 PM TV) Please see staff report.	APPROVED W/CONDITI	8/14/2018	9/4/2018	9/20/2018	
Plat Review-Survey <none> (9/3/2018 10:15 AM STOL) See Attachment	APPROVED W/CONDITI	8/14/2018	9/4/2018	8/27/2018	mquinnwy@gmail.com
Plat Review-Title <none> (9/12/2018 11:24 AM STOL) See attachment	APPROVED	8/14/2018	9/4/2018	9/12/2018	Mimi - mtlougan@jhtitle.com

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Police Todd Smith (8/15/2018 8:35 AM STOL) No concerns from the police department at this time. Thanks, Todd	APPROVED	8/14/2018	9/4/2018	8/15/2018	
Public Works Brian Lenz (9/26/2018 5:32 PM BTL) Final Plat Comments – Approved with Conditions P18-245 Y2 Consultants for David Tibbitts 660 W Broadway September 26, 2018 Brian Lenz – 307 733-3079 PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED: A bond in the amount of $5000 for monumentation shall be provided, said bond will be released once monumentation for the subdivision has been set. PLAT SHEET 1 of 1 1. If a separate instrument will be filed for the 30' EASEMENT BENEFITING LOT 1 then the instrument and related legal description and illustration shall be submitted for review and approval. 2. The existing overhead power line shown along the west property line shall be removed. 3. Per FDP Application P17-122 Approval: • Prior to completion of the Final Plat for division of the property, the Town of Jackson will ensure that the easement(s) dedicated to the Town for utility purposes accurately represent the existing buried utility systems and potential needs for maintenance of the existing systems as well as potential future needs and negotiate with the owner if revisions to the existing easement or necessity for a new easement is determined to be required. CERTIFICATE OF OWNER 1. Has the owner reserved the right to grant further easements if they desire? SUBDIVISION IMPROVEMENT AGREEMENT 1. Proposed infrastructure plans and costs prepared by a Wyoming licensed professional Engineer shall be provided for review and approval. 2. The SIA form shall be revised to the most current form. ADDITIONAL COMMENTS 1. Final revision date will be a 2018 date. A digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.	APPROVED W/CONDITI	8/14/2018	9/4/2018	9/26/2018	
START Darren Brugmann		8/14/2018	9/4/2018		
TC Housing Authority Stacy Stoker (8/21/2018 2:26 PM SAS) The application is exempt.	APPROVED	8/14/2018	9/4/2018	9/20/2018	See notes

From: Mountain and Resort Town Planners! <shawn@frontierforward.com>
Subject: Reminder: An Invite from the Mayors of Canmore and Aspen

Date: September 21, 2018 at 9:40:13 AM MDT
To: <pmuldoon@jacksonwy.gov>
Reply-To: <shawn@frontierforward.com>

Click Here to Visit the Mountain and Resort Town Planners Website

A Forum for Mountain Town Leaders

To Our Friends in Our Peer Communities:

We cordially invite you to the **2018 Mountain and Resort Town Planners Summit** in in the **Town of Canmore, Alberta** from **November 28 through December 1, 2018**. This year, the conference returns to Canada after its 2006 debut in Whistler. It is a forum for exploring a range of issues that face many of our mountain and resort communities, both in Canada and the United States.
After reading this, please consider forwarding this email to all professionals in the fields of planning, design, conservation, non-profits, as well as other elected officials. We have reached out to representatives of the communities displayed in **this map**; if there are others you would suggest we contact, please notify conference organizer, **Shawn Hill**.

We encourage you to calendar now for your attendance at this important event.

Our goal is to have locally elected representatives in attendance to develop community planning solutions in collaboration with staffers and other professionals. **For this to happen, your participation is crucial.**

Warm regards,

Mayor John Borrowman
Town of Canmore, Alberta, Canada

Mayor Steve Skadron
City of Aspen, Colorado, USA

The 2018 Mountain and Resort Town Planners Summit will be held at the new Malcolm Hotel in the centre of Canmore.

Book a Room

Canmore is an hour's journey from Calgary International Airport, and easily accessed from your community.

How to Get Here

Want to know more about the conference, the topics under discussion, or how to experience the Banff/Canmore Area?

Drop Us a Line

About the Summit

Who Attends?

The Mountain and Resort Town Planners Summit is geared toward city planners, citizen planners, community activists, elected/appointed officials, design professionals, conservationists, academics, and anyone else committed to addressing the unique challenges faced by mountain communities. For more information, check out the conference website.

What's the Program?

The summit is focused on interaction among its attendees, weaving expert speakers with collaborative solution-making. The 2.5-day conference features a variety of panel discussions, round-table discussions, tours, and plenty of social events. And of course, there is the ski day! The conference schedule is available here.

What are the Program Topics?

Perennial conference topics include workforce housing, seasonal populations, sustainability, co-existence with the natural environment, transportation, and regional collaboration. This year's Summit also includes two tours - one in Banff and one in Canmore - that showcase implemented solutions to common mountain town issues.

About our Host Community

The Town of Canmore is a community of 13,000 permanent residents in the Bow River Valley of Alberta. An hour's drive from Calgary, the community is one of Canada's premiere centers for tourism, health & wellness, and winter sports. Canmore lies at the gateway to Banff National Park and hosts 4.5 million visitors annually. Banff-Sunshine Village, Norquay, Nakiska, and Lake Louise offer downhill skiing nearby. The Canmore Nordic Centre offers 60 km of cross-country skiing trails, 4 km of which are illuminated for night skiing.

For more information about Canmore, check out the Town's website and Tourism Canmore.

Hello CAST Members,

Our next meeting is in Winter Park, October 25-26!

LODGING – book by October 11
Best Western Alpenglo Lodge, 78665 US Hwy 40
Room rate-$102.60 plus tax. Total $115.12
Call-970-726-8088 and reference the group name "CAST". (If it rolls to national call center, they will need to redirect you back to local hotel front desk.)

AGENDA
Thursday, October 25, 6:00-9:00 p.m. Reception & Dinner, Deno's Mountain Bistro
Friday, October 26, 7:45 a.m.-12:30 p.m. Breakfast & Meeting, Headwaters Ecology Center

-Crown Castle is a communications infrastructure provider that builds fiber and wireless sites on behalf of its customers which are carriers such as T-Mobile and AT&T. They will explain the new technology and share how Crown Castle has worked with carriers across Colorado (and the nation) to provide needed infrastructure. They will share how CAST members can position themselves to attract and be ready for wireless infrastructure investment.

-Affordable Housing Panel: Let Margaret know if your town has a unique/interesting project in the works.

-Winter Park Resort, Sky Foulkes, CEO

-Proposition 110, Transportation Funding Initiative, Margaret Bowes

-Preparing for the Next Economic Shift (tentative) Let Margaret know if your town has done work in this area and would sit on such a panel.

Please RSVP by clicking on each of the links below:

10/25 Dinner - http://coskitowns.com/rsvpmaker/cast-dinner-winter-park-2018-10-25/
10/26 Meeting- http://coskitowns.com/rsvpmaker/cast-meeting-2018-10-26/

Thank you,
Margaret Bowes, Executive Director
Colorado Association of Ski Towns
PO Box 3823
Dillon CO 80435
970-389-4347
mbowes@coskitowns.com
www.coskitowns.com

COLORADO
ASSOCIATION OF
SKI TOWNS

WAM Fall Workshop

October 31, 2018 - November 2, 2018

The Inn at Lander, 260 Grandview Drive, Lander, Wyoming

Workshop Designed for Managers, Administrators and Finance Directors

***Manager/Administrator *Finance Director Workshop *Collaborating**

Wednesday, October 31

6:00 PM **Dinner at the Cowfish**
148 Main Street, Lander
Optional

Thursday, November 1

8 AM **Breakfast with Jerimiah Rieman, ENDOW—A Year Later**

9 AM **Capital Construction Loan Program – Building Wyoming (State Land and Investments)**
Presenters*:* ***Val Lekowski & Sheila Palmer***

10 AM **WAM Legislative Update**
Presenter*:* ***Rick Kaysen***

11:15 AM **Roundtable Discussion**

12:30 PM **Lunch**

1:00 PM **Investment Policies/Financial Operating Policies**
Presenters**:** ***Fred Marienthal & Ryan Jardine, Kutak Rock LLP***

2:15 PM **Fraud Prevention**
Presenters*:* ***Byron Oedekoven, WASCOP & Pam Robinson, DOA***

3:30 PM **Wyoming Retirement Update**
Presenter: Ruth Ryerson

6:30 PM **Dinner at The Inn at Lander**
DINNER SPONSORED BY
KUTAK ROCK LLP

Friday, November 2

8 AM **Breakfast**

8:30 AM **Treasurer's Office -- Today and Tomorrow**
Presenters: ***Treasurer Mark Gordon***

10:00 AM What A Legislator Wants!
Presenters*:* ***Mayor Del McOmie, Lander; WAM Legal Counsel Mark Harris***

11:15 AM **Roundtable Discussion**
Roundtable Discussion

12:30 AM **Adjourn**

Lodging Accommodations available at The Inn at Lander.
Call 307-332-2847
BEFORE October 19th to receive WAM Group rates.
$93-$103/Night

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: October 1, 2018

RE: Town Manager's Report

Employee Housing Rental Units

With the fires in Hoback Ranches, we have two Town employees that suffered significant losses related to their housing. We believe one employee's home was spared due to a well placed slurry deposit but remains significantly damaged as a result. Another employee's home that he shared with his brother, was completely destroyed and all was lost. Both of these employees are sworn law enforcement positions. As a result, we have been working to house both of these employees for the foreseeable future in Town owned employee housing. This, in turn, affects the housing we have available for our winter START Bus drivers and winter street operators. We are also currently recruiting to fill seven approved year round fully benefitted positions in the Police, Planning, Public Works and START Departments. With the closing of the GLS property, we will work quickly to make any necessary upgrades to the structures that can be used to house employees and serve our bunkhouse needs and we hope to have some of those upgrades completed before winter. Even with the GLS property, we have a significant need to master lease more units for this winter and for the next 12 months. With the acceptance of the Town Manager's report, staff will proceed to master lease several additional units in order to provide the housing necessary to recruit and retain employees for the next six-twelve months.

Alley Drainage Issues

Just an update to the Town Council on the issue brought up by Les Jones regarding alley drainage due to the lack of curb and gutter at his location. The alley in question is located at 350 W. Gill Ave and is very flat as confirmed with a survey in 2017 by Pierson Landworks. Prior to any additional grading, design, or plans to install asphalt, curb and gutter, the Town owned sewer line would need to be replaced and this would also tie into a slightly larger sewer replacement project that includes two blocks on West Gill Avenue. This type of a project would need to be considered and prioritized in light of other capital projects during budget discussions. Public Works staff met with Les Jones on September 27, 2018 to discuss the drainage issues he has been experiencing and make sure we fully understand the issues prior to the next budget cycle.