



# TOWN OF JACKSON

## PLANNING & BUILDING DEPARTMENT

### TRANSMITTAL MEMO

**Town of Jackson**

- ☒ Public Works/Engineering
- ☒ Building
- ☐ Environmental Stewardship
- ☒ Town Attorney
- ☒ Police

**Joint Town/County**

- ☒ Parks and Recreation
- ☒ Pathways
- ☒ Housing Department

**Teton County**

- ☐ Planning Division
- ☐ Engineer
- ☐ Surveyor
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

**State of Wyoming**

- ☒ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1

- ☐ Game and Fish

- ☐ DEQ

**Federal Agencies**

- ☐ Army Corp of Engineers

**Utility Providers**

- ☐ Qwest
- ☒ Lower Valley Energy
- ☐ Bresnan Communications

**Special Districts**

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☒ Regional Transportation

<p>Date: March 7, 2025</p> <p>Item #: P25-007 (Sketch) &amp; P25-046 (CUP)</p> <p>Planner: Katelyn Page</p> <p>Phone: 733-0440 ext. 1302</p> <p>Email: <a href="mailto:kpage@jacksonwy.gov">kpage@jacksonwy.gov</a></p> <p><b>Owners:</b> June Landing, LLC PO Box 160 Jackson, WY 83001</p> <p><b>Applicant:</b> Dauntless Capital 2700 Post Oak Blvd, Floor 21 Houston, TX 77056</p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for a Sketch Plan and Conditional Use Permit (CUP Large Building) for a new 65,000 SF (approx.) mixed-use hotel &amp; condominium development at 50 S Millward Street, legally known as LOTS 7-8, BLK. 2, WORT-1.</p> <p>PIDN: 22-41-16-33-1-02-005</p> <p>For questions, please call Katelyn Page at 307-733-0440 x 1302 or email the address shown to the left. Thank you.</p>
<p><b>Please respond by: March 28, 2025 (with Comments)</b></p>	

**RESPONSE:** For Departments not using SmartGov, please send responses via email to [planning@jacksonwy.gov](mailto:planning@jacksonwy.gov)

Katelyn S. Page  
Associate Planner  
Town of Jackson  
P.O. Box 1687  
Jackson WY 83001

February 27, 2025

**RE: P25-007 Determination of Insufficiency  
Sketch Plan – 50 S Millward**

Dear Ms. Page,

Please accept this Sketch Plan application for the redevelopment of 50 S Millward. The proposed project implements the goals of the Jackson/Teton County Comprehensive Plan and conforms with the Town of Jackson land development regulations and design guidelines.

The proposed project is a mixed-use building with approximately 30,000 sf of above grade construction and approximately 33,000 sf below grade for a total project square footage of just under 64,000 sf. The proposed project has 67 hotel keys, 5 affordable residential units, 2 workforce residential units, 3 market rate residential units and a small street level retail space.

Included in this application are the following items:

1. Cover Letter
2. Sketch Plan Application
3. Letter of Authorization & Title Report
4. Housing Mitigation Calculator
5. Project Narrative with Finding of Approval for Sketch Plan
6. Pre-Application Checklist and Insufficiency Letter Responses
7. LDR Compliance
8. Conditional Use Permit Application and Supporting Documentation
9. Architectural Plans, Renderings and Digital Material Board
10. Civil Plans
11. Geotechnical Report

Please let us know if there are any questions we can answer. We really enjoy collaborating with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shaun Gilbert', with a stylized, flowing script.

Shaun Gilbert

2

# Sketch Plan Application



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

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

**For Office Use Only**

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

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

**PROJECT.**

Name/Description: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Property Owner \_\_\_\_\_ Applicant/Agent

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

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

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

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

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

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

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



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

Pre-application Conference #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_  
Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

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

Have you attached the following?

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

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

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

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

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

\_\_\_\_\_  
Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

3

# Letter of Authorization & Title Report



Town of Jackson  
150 E Pearl Avenue  
PO Box 1687, Jackson, WY 83001  
P: (307)733-3932 F: (307)739-0919  
www.jacksonwy.gov

Date: 8-31-2023

# LETTER OF AUTHORIZATION

## NAMING APPLICANT AS OWNER'S AGENT

**PRINT** full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: JUNE LANDING, LLC Padgett Hoke Title: Owner

Being duly sworn, deposes and says that PADGETT S. HOKE is the owner in fee of the premises located at:  
Name of legal property owner as listed on deed

Address of Premises: 50 S. MILLWARD, JACKSON WY 83001

Legal Description: Lots 7 & 8 of Block 2 of the First West Addition to the Town

Please attach additional sheet for additional addresses and legal descriptions

of Jackson Teton County, Wyoming, plat recorded 6-9-1913 as Plat No. 107.

And, that the person named as follows: Name of Applicant/agent: SHAUN GILBERT, Dauntless Development, LLC

Mailing address of Applicant/agent: 733 PAVED DRIVE Box 160, JACKSON, WY 83001

Email address of Applicant/agent: SGilbert@dauntlesscapital.com

Phone Number of Applicant/agent: 602-690-5593

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ Home Occupation ☐ Other (describe) \_\_\_\_\_

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

Property Owner Signature

OWNER

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

STATE OF Montana )

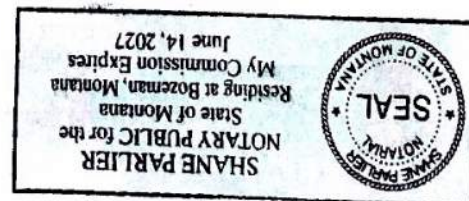
) SS.

COUNTY OF Gallatin )

The foregoing instrument was acknowledged before me by Padgett this 31<sup>st</sup> day of August. WITNESS my hand and official seal.

Notary Public

My commission expires:



 <b>JACKSON HOLE</b> TITLE & ESCROW Powered by <b>TRULY</b> TITLE	<b>ALTA Commitment for Title Insurance</b> AS AN AGENT FOR: <b>Old Republic National Title Insurance Company</b>
<b>AMENDED COMMITMENT</b> <b>(Revision 1)</b>	COMMITMENT NUMBER: <b>23009781-41</b>

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Jackson Hole Title & Escrow  
 270 W Pearl Ave, Ste 104, PO Box 921  
 Jackson, WY 83001  
 307-733-3153



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
 A Stock Company  
 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
 (612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

This jacket was created electronically and constitutes an original document

*This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

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## COMMITMENT CONDITIONS - Continued

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 <b>JACKSON HOLE</b> TITLE & ESCROW <small>Powered by <b>TRULY</b> TITLE</small>	<b>ALTA Commitment for Title Insurance</b> AS AN AGENT FOR: <b>Old Republic National Title Insurance Company</b>
<b>AMENDED COMMITMENT (Revision 1) - Schedule A</b>	COMMITMENT NUMBER: <b>23009781-41</b>

**Transaction Identification Data for reference only:**

Issuing Agent: Jackson Hole Title & Escrow  
 Issuing Office: 270 W Pearl Ave, Ste 104, PO Box 921, Jackson, WY 83001  
 Order Number: 23009781-41  
 ALTA ID: 1215531  
 Property Address: 50 S Millward Street, Jackson, WY 83001

Direct all inquiries to Tyra Tafoya, your escrow officer, at 307-733-3153 or [ttafoya@jhtitle.com](mailto:ttafoya@jhtitle.com)

1. Commitment Date: February 19, 2025 at 08:00 AM
2. Policy (or Policies) to be issued:
  - (a) ALTA Owner's Policy of Title Insurance (6-17-06)
 

Proposed Insured: TBD  
 Proposed Policy Amount: \$0.00  
 Premium
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date vested in:  
[June Landing, LLC, a privately managed limited liability company.](#)
5. The Land is described as follows:  

Lots 7 and 8 of Block 2 of the First Wort Addition to the Town of Jackson Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 19, 1913 as Plat No. 107.

PIDN: 22-41-16-33-1-02-005

The Land described herein also known by the street address of:  
 50 S Millward Street, Jackson, WY 83001

Jackson Hole Title & Escrow



Michael J Tafoya  
 Wyoming Licensed Title Agent  
 License Number: 490101

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 <b>JACKSON HOLE</b> TITLE & ESCROW <small>Powered by TRULY</small>	<b>ALTA Commitment for Title Insurance</b> AS AN AGENT FOR: <b>Old Republic National Title Insurance Company</b>
<b>AMENDED COMMITMENT</b> <b>(Revision 1) - Schedule B-I</b>	COMMITMENT NUMBER: <b>23009781-41</b>

Order # 23009781-41

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or materials.

**NOTICE TO APPLICANT:** The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this form or insured under a Title Insurance Policy issued hereunder.

7. **Warranty Deed**  
 From June Landing, LLC, a privately managed limited liability company  
 Vesting fee simple title in Purchaser with contractual rights under a purchase agreement with the vested owner identified as Schedule A, Item 4

**Note:** A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.

8. Provide the Company with Owner's Affidavit, sufficient to delete Exceptions 6 from Owner's Policy when issued.

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**SCHEDULE BI (Continued)**

9. Furnish the following for June Landing, LLC, a privately managed limited liability company:

Articles of Organization: Provide a certified copy of the Articles of Organization filed with the Office of the Secretary of State.

Certificate of Good Standing: Provide a Certificate of Good Standing from the Secretary of State

Operating Agreement: Provide a copy of the Operating Agreement governing the management of the Limited Liability Company, and any amendments thereto.

Note: We reserve the right to make additional requirements or exceptions once these requirements have been met.

 <b>JACKSON HOLE</b> TITLE & ESCROW Powered by <b>TRULY</b> <small>TITLE</small>	<b>ALTA Commitment for Title Insurance</b> AS AN AGENT FOR: <b>Old Republic National Title Insurance Company</b>
<b>AMENDED COMMITMENT</b> <b>(Revision 1) - Schedule B-II</b>	COMMITMENT NUMBER: <b>23009781-41</b>

Order # 23009781-41

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. (a) Unpatented mining claim; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
7. Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
8. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
9. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the Public Records.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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## SCHEDULE BII (Continued)

10. 2025 taxes and special assessments are a lien and payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

[Tax ID# OJ-004893](#)

Tax Year 2024

1st Half Tax Status \$19,696.17 is Paid

2nd Half Tax Status \$19,696.16 is Due

11. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) [107](#), records of Teton County, Wyoming.
12. Sidewalk Easements to the Town of Jackson recorded in [Book 409 of Photo, Pages 457-460](#); [Book 409 of Photo, Pages 461-465](#); [Book 409 of Photo, Pages 470-474](#) and in [Book 409 of Photo, Pages 475-478](#), records of Teton County, Wyoming.
13. Encroachment Agreement by and between Mutiple (sic) Resort Ownership Plan Inc. and Town of Jackson recorded in [Book 419 of Photo, Pages 594-597](#), records of Teton County, Wyoming.

**14. INFORMATIONAL NOTES:**

A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

**END OF SCHEDULE B II**



270 W Pearl Ave, Ste 104, PO Box 921, Jackson, WY 83001  
Main: 307-733-3153

## Privacy Policy

Our company is committed to respecting the privacy of our policyholders and clients. In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to use. Therefore, Jackson Hole Title and Escrow. has adopted this Privacy Policy to govern the use and handing of your personal information.

### Notice of your Privacy Rights

We, our and us, when used in this notice, mean Jackson Hole Title and Escrow. This is our customer privacy notice. Nonpublic personal information means information about you that we collect in connection with providing an insurance service to you. Nonpublic personal information does not include information that is available from public sources, or government records. Hereafter, we will use the term “information” to mean nonpublic personal information as defined in this section.

### Collection of Information: We may collect nonpublic personal information from the following sources:

- Information you give us on real estate contracts or other forms.
- Information about your transactions with us
- Information about your transactions with other parties
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.
- Information we receive as a result of verifying customer information

### Disclosure of Information: We may disclose any of the above information to the following:

- To third-party contractors or service providers who provide services in the course of our business.

### Your information, other parties & information about former customers

We will not disclose information about you to anyone except as disclosed in this policy or as permitted by law. We do not disclose information about former customers, except as permitted by law.

### The Confidentiality, security, and integrity of your information

We restrict access to your information to only employees that provide functions or services for your transaction. We maintain physical, electronic and procedural safeguards to protect this information.

**FACTS**
**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacypolicy">https://www.oldrepublictitle.com/privacypolicy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

Affiliates Who May be Delivering This Notice				
American First Title and Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

4

# Housing Mitigation Calculator





## Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan (LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

### Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒  
If yes, explain and refer to the proper LDR \_\_\_\_\_  
\_\_\_\_\_
2. Are there credits associated with your development? Yes ☒ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR. \_\_\_\_\_  
FROM EXISTING DEVELOPMENT, CREDITED 2.043 UNITS  
\_\_\_\_\_  
\_\_\_\_\_

### Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☒  
If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

**Housing Mitigation Requirements Calculator.** If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: [www.jacksonwy.gov/200/Planning](http://www.jacksonwy.gov/200/Planning) Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

☒ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

#### Type of Affordable Housing Provided – Standard Restrictions. (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms?  
Please complete the matrix below:

Bedrooms	0 – 50%	50% - 80%	80% - 120%	Workforce	Ownership or Rental
1-bedroom	1		1	2	3
2-bedroom		1	1		
3-bedroom			1		

**Special Restriction.** The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link:  
[www.tetonwyo.org/1856/Deed-Restriction-Templates](http://www.tetonwyo.org/1856/Deed-Restriction-Templates) .

☒ I have attached a draft of the Standard Restrictions for each unit.

**Livability Standards** (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link:  
[www.tetonwyo.org/1332/Housing-Rules-and-Regulations](http://www.tetonwyo.org/1332/Housing-Rules-and-Regulations) .

☒ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

#### Method for Providing Required Housing (LDR 6.3.5):

One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☒ I have attached a detailed explanation of my proposed method of providing Required Housing.

**Phasing Plan** (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☐ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.  
**The project will not be phased.**

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tenant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	1	398	4	0.409
Conventional Lodging	0.102*bedrooms	2	700	8	1.634
Existing Workforce Housing Credit					2.043

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	1	323	28	2.860
Conventional Lodging	0.102*bedrooms	1	300	5	0.511
Conventional Lodging	0.102*bedrooms	1	394	2	0.204
Conventional Lodging	0.102*bedrooms	1	360	23	2.349
Conventional Lodging	0.102*bedrooms	1	400	9	0.919
Retail	0.000216*sf	0	261	1	0.056
Affordable Housing Unit	exempt	1	700	2	0.000
Affordable Housing Unit	exempt	2	975	2	0.000
Affordable Housing Unit	exempt	3	1150	1	0.000
Workforce Housing Unit	exempt	1	650	2	0.000
Workorce Housing Bonus Unit	exempt	1	730	2	0.000
Workorce Housing Bonus Unit	exempt	1	850	1	0.000

Affordable Workforce Housing Required:

4.857 units

Fee-in-Lieu Amount:

n/a

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitgation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

## Type of Units Required (Sec. 6.3.4)

### Step 4: Type of Units Required

The LDRs include a schedule for how many units have to be affordable to each income range and how many units have to have 1, 2, or 3 bedrooms. The LDRs also allow for adjustment, subject to approval by the Housing Director. To propose an adjusted allocation, change the values in the gold cells; the customized allocation must meet the customization rules provided. If a rule is violated, the cell will turn red. See also Section 6.3.4 of the LDRs.

Affordability	LDR Schedule	Proposed	Custom %	Customization Rules
Units Affordable to Households making 50% Median Income	1.000	1.000	21%	Custom % shall be $\geq$ 25%
Units Affordable to Households making 80% Median Income	1.000	1.000	21%	Custom % shall be $\geq$ 19%
Units Affordable to Households making 120% Median Income	2.857	2.857	59%	Custom % shall be $<$ 43%
Workforce Units	0.000	0.000	0%	Custom % shall be $<$ 13%
Total	4.857	4.857	Proposed total shall be $\geq$ Required	

Bedroom Mix	1 Bed/Studio	2 Bedroom	3 Bedroom	Total Units	Total Employees Housed	Customization Rule
LDR Schedule	2.000	2.000	0.857	4.857	8.743	The Proposed total shall be greater than or equal to the Schedule total
Proposed Allocation	2.000	2.000	0.857	4.857	8.700	
Employees per Unit per LDRs	1.45	2.00	2.10	1.80		

### Step 5: Distribution of Affordability by Unit Size

The bedroom mix must be proportionally distributed among the affordability mix. If you modify the distribution (gold cells) the totals must match your allocation totals (they will turn red if they do not). A customized distribution should be within 1 (rounded up or down) of the even distribution displayed (it will turn red if it is not). See also Section 6.3.4 of the LDRs.

Requirement Distribution					Even Distribution		
	1 Bed/Studio	2 Bedroom	3 Bedroom	Total	1 Bed/Studio	2 Bedroom	3 Bedroom
Affordable to 50% Median Income	1.000	0.000	0.000	1.000	0.429	0.429	0.143
Affordable to 80% Median Income	0.000	1.000	0.000	1.000	0.429	0.429	0.143
Affordable to 120% Median Income	1.000	1.000	0.857	2.857	1.225	1.225	0.408
Workforce Restriction	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total	2.000	2.000	0.857				

Once you have determined the proposed distribution please fill out the [Method Sheet](#) regarding how the required housing will be provided.

The LDRs require that unless impractical, any housing requirement of 1 unit or greater be provided through construction of housing. If impractical, the units may be provided by dedication of land, use of a banked unit, or restriction of an existing unit. Only as a last option shall a fee be paid. The distribution of housing types selected in Step 5 is reflected in the chart below. The default method for providing a whole housing unit is on-site construction. If you would like to propose an alternate method, or provide the requirement through various methods, adjust the gold cells. A red cell indicates the adjustment does not match Step 5. The instructions cell indicates the standards that apply to each method. In addition, each unit shall comply with the Jackson Teton/County Housing Department Rules and Regulations. Response to the applicable standards shall be provided with this Housing Mitigation Plan. The in-lieu fee will calculate.

Unit Type	Units	Method	Instructions
1 bed, < 50% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 80% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
1 bed, < 120% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
2 bed, < 120% Median Income	1.000	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
3 bed, < 120% Median Income	0.857	On-Site Construction	please document compliance with Sec. 6.3.5.D.1
<b>Total Units:</b>	<b>4.857</b>	<b>Fee In-Lieu:</b>	<b>\$0.00</b>

Please attach to this worksheet any demonstration of existence, independent calculation, rationale for adjustment of unit type, rationale for the proposed method, documentation of the proposed method that is required by Division 6.3. Please contact the Planning Department with any questions. Information regarding the source of the numbers in this worksheet is available in the Source Sheets.

**TO BE COMPLETED IN A LATER APPROVAL PHASE  
INCLUDED FOR CONFIRMATION OF UNDERSTANDING**

**COMPLETE AMENDMENT AND RESTATEMENT**

**Special Restrictions  
for Affordable Housing**

**Located at** 50 S. Millward Street, Town of Jackson, Wyoming

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day \_\_\_\_\_ Day of insert month \_\_\_\_\_, 2018 (the "Effective Date"), by the Jackson/Teton County Housing Authority, the Jackson/Teton County Affordable Housing Department and its successors or assigns (the "Housing Department") and the undersigned owner ("Owner")

**RECITALS:**

**WHEREAS**, the undersigned Owner holds fee ownership interest in that certain real property, known as i 50 S. Millward Street, Town of Jackson, Wyoming , and more specifically described as follows:

Click here to enter Legal Description

PIN:Click here to enter PIN. (the "Land");

**WHEREAS**, the Property is an Affordable ownership Housing unit;

**WHEREAS**, in furtherance of insert the Town of Jackson or Teton County, Wyoming's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval forClick here to enter name of development and FDP #.) (the "FDP Approval"), Declarant agreed toClick here to enter how many units are being provided.:

Click here to enter description of unit, income range, and location.

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department (hereafter "Housing Department"), such Rules and Regulations are defined in Section 1 below;

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the insert approval type. FDP, CUP, or other Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a "Qualified Household", which meets employment, income and asset qualifications set forth herein and in the Rules and Regulations;

**WHEREAS**, consistent with the foregoing, the Property is subject to those certain insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc.

number of old restriction in book of photo insert book no. pages insert page numbers (the “insert year of recording Special Restrictions”);

**WHEREAS**, In accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent .

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating TCHA and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority (JTCHA), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department who will be employees of Teton County and agents acting on behalf of the JTCHA;

**WHEREAS**, in accordance with such Section insert section number of the insert year of recording of old rest. Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Property the insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction (these “Special Restrictions”), and hereby declare that the Property, sometimes referred to herein as the “Residential Unit” shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions entered into by the Owner and the Housing Department, and thereby expressly removing JTCHA as a party to these Special Restrictions, which shall be fully enforceable by the Jackson/Teton County Affordable Housing Department.

**WHEREAS**, a Qualified Household means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

**WHEREAS**, undersigned Owner desires that the Jackson/Teton County Housing Authority (JTCHA) shall have an option to purchase a Residential Unit in certain circumstances as described herein;

**WHEREAS**, undersigned Owner desires that the Housing Department shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

**WHEREAS**, undersigned Owner desires that the Land and each individual lot or unit located on the Land (such lot (s) or unit(s) referred to herein as a “Residential Unit” or collectively as “Residential Units,” and the Land and the Residential Units collectively referred to herein as the “Property”) shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the

Property, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted Housing Authority pursuant to W.S. §15-10-116 as amended, its successors or assigns (collectively “JTCHA”) JTCHA, and/or the Jackson/Teton County Affordable Housing Department (“Housing Department”), and/or by Insert the Town of Jackson or Teton County, Wyoming.

## **RESTRICTIONS:**

**NOW, THEREFORE**, in satisfaction of the conditions in and consideration of the insert approval type Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, undersigned Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of a Residential Unit, that the land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

**SECTION 1. HOUSING RULES AND REGULATIONS..** References made herein to the “Housing Rules and Regulations” are references to the written Rules and Regulations of the Housing Department, as the same may be amended from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a policy, procedure or guideline with respect to a specific matter) then the current applied policy or policies of the Housing Department or its successor (the “Rules and Regulations”). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

## **SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.**

- A. Qualified Household. The purchase of each Residential Unit shall be limited to natural persons who meet the definition of a “Qualified Household” at the time of purchase, as defined in the Rules and Regulations, and who further meet the “General Eligibility Criteria for Purchase” as outlined in the Rules and Regulations. Such criteria include, without limitation, a restriction on the use of a Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, JTCHA may also purchase or own a Residential Unit as further set forth herein.
- B. Determination of Qualified Household. The Housing Department shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase a Residential Unit. In addition to any requirements set forth in the Rules and Regulations, such determination shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
- C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and JTCHA or the Housing Department shall have no liability to any person aggrieved by the decision of the Housing Department regarding



qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

**SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNITS.** In addition to any restrictions included in the Rules and Regulations, occupancy and use of a Residential Unit shall be restricted as follows:

- A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a Residential Unit shall physically reside therein on a fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Property;
- B. Business Activity. No business activities shall occur at a Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by the declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Rules and Regulations; and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant, or regulation ("Laws") affecting the Property;
- C. Guests. No guests shall be permitted to reside in a Residential Unit for periods in excess of thirty (30) cumulative days per calendar year;
- D. Renting. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;
- E. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than thirty (30) days without concurrent occupancy of the owner;
- F. Maintenance. Each owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to a Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- G. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements. Prior to undertaking any capital improvement to a Residential Unit, an owner shall contact the Housing Department and may only undertake such improvements, if permitted, in accordance with Housing Department policies and approvals;
- H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all

supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;

- I. Insurance. Each owner shall, keep the Residential Unit continuously insured against “all risks” of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit. and
- J. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by the Housing Department..

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 4. RESALE AND TRANSFER LIMITATIONS.** Each Residential Unit may only be sold or otherwise transferred to a Qualified Household, or JTCHA, except:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of a Residential Unit to a spouse of an owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. In the event of the death of an owner, the Housing Department may consent to the transfer of a Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to a Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, JTCHA may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
  - 1. A Nonqualified Transferee shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or JTCHA in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale, conveyance or transfer;
  - 2. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department.

**SECTION 5. SALE OF A RESIDENTIAL UNIT.** An owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Each purchaser of a Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner’s desire to sell a Residential Unit, JTCHA may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

**SECTION 6. MAXIMUM RESALE PRICE.** To further the ~~insert Town of Jackson or Teton County,~~ Wyoming’s goal of providing affordable housing, a Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price”. The Maximum Resale Price is the current owner’s purchase price plus an increase in price of the Denver-Boulder-Greeley CPI or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

**SECTION 7. DEFAULT.** The following shall be considered a default (“Default”):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any Laws affecting a Residential Unit.

- B. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the owner's notification.
- C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts; or
- D. Fraud or misrepresentation by a purchaser in its application to the Housing Department whereby the Housing Department determines, in its sole and absolute discretion, that the purchaser of a Residential Unit was not a Qualified Household.

**SECTION 8. DEFAULT REMEDIES.** In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include the following:

- A. Purchase Option.
  - 1. JTCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.
  - 2. If JTCHA desires to exercise its Option, the Housing Department shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. JTCHA and the Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.
  - 3. Upon JTCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:  
  
FIRST, to the payment of any unpaid taxes;  
SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;

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

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

NINTH, any remaining proceeds shall be paid to the owner.

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

- B. Forced Sale. The Housing Department may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;

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

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

NINTH, any remaining proceeds shall be paid to the owner.

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

- C. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event of JTCHA's exercise of its Option or election of the Housing Department to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Housing Manager of the Housing Department as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- D. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- E. Equitable Relief. JTCHA and/or the Housing Department shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

## **SECTION 9. QUALIFIED MORTGAGE.**

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
1. the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
  2. runs in favor of a "Qualified Mortgagee", defined as:
    - a. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
    - b. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
    - c. A non-affiliated, legitimate, "finance company". In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.
- B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
1. be deemed unsecured; and

2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of JTCHA to purchase and the Housing Department's right to force a sale.

- C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, JTCHA and/or the Housing Department shall have (in addition to the any other remedies) the right to:
  1. Cure such default and assume the payments and other obligations of the owner. In such event, the owner shall be in default of these Special Restrictions, and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, the owner shall also be liable to JTCHA and/or the Housing Department for any amounts advanced.
  2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and JTCHA and/or the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents, or take such other action as JTCHA and/or the Housing Department shall determine.
  3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

## **SECTION 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.**

- A. Termination by the insert Town of Jackson or Teton County, Wyoming. These Special Restrictions may be terminated after a determination by the insert Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the goal of providing affordable housing and that they should therefore be terminated.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee

in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1. The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
2. Neither JTCHA nor the Housing Department have exercised its rights as provided in Section 9. Qualified Mortgage.
3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) the JTCHA
4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the owner of the foreclosed Residential Unit.
5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to the owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 9, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of both the owner of a Residential Unit and the Housing Department.
2. The Housing Department may unilaterally amend these Special Restrictions to provide clarification (i) to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein or (iii) where the Housing Department deems such modification necessary to effectuate



the purposes and intent of the Special Restrictions, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner or the lender's rights..

**SECTION 11. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and/or insert the Town of Jackson or Teton County.

**SECTION 12. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to JTC Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Department staff respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

**SECTION 13. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 14. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter.

**SECTION 15. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

**SECTION 16. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 17. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 18. INDEMNIFICATION.** Each owner shall indemnify, defend, and hold JTCHA and its directors, officers, agents and employees, as well as the Housing Department and its employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Property or a Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against JTCHA and/or the Housing Department; provided, however, that the Housing Department shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Department or its agents and employees.

**SECTION 19. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 20. GOVERNMENTAL IMMUNITY.** Neither insert the Town of Jackson or Teton County, Wyoming, JTCHA, or the Housing Department waives governmental immunity by executing these Special Restrictions and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. ' 1-39-104(a) and any other applicable law.

**IN WITNESS WHEREOF**, the Undersigned Owner has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**OWNER**

Click here to enter entity.:

\_\_\_\_\_  
Click here to enter text.

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Teton )

On the Click here to enter day day of Click here to enter month, 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me byClick here to enter Name of signer, as Click here to enter title of signer, of Click here to enter entity.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

**JACKSON/TETON COUNTY HOUSING AUTHORITY**

\_\_\_\_\_  
Insert name of Chair, Chair

**ATTEST**

\_\_\_\_\_  
Insert name of Clerk, Clerk

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the [Click here to enter day.](#) day of [Click here to enter month.](#), 20[Click here to enter year.](#), the foregoing Special Restrictions for Affordable Housing was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

**AFFIRMED**

**INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
[Click here to enter name of Mayor or Chair.](#), insert Mayor or Chair

**ATTEST**

\_\_\_\_\_  
[Click here to enter name of Clerk, County Clerk](#)

**TO BE COMPLETED IN A LATER APPROVAL PHASE  
INCLUDED FOR CONFIRMATION OF UNDERSTANDING**

**Special Restrictions  
For Workforce Ownership Housing**

**Located at**

**Insert property address insert Town of Jackson or Teton County,  
Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

**RECITALS:**

**WHEREAS**, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

Insert legal description of property

PIDN: insert PIDN number ("Land")

**WHEREAS**, as a condition of its approval for permit #Click here to enter Permit #. ("Approval"), Owner was required to provide and restrict as follows:

*Owner developed property addressed as \_\_\_\_\_, \_\_\_\_\_, Wyoming 830\_\_ for a \_\_\_\_\_ square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with \_\_\_\_\_ Approval. Owner is restricting:*

- Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms.
- Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms.
- Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms.

*(hereinafter "Residential Unit" or Residential Units").*

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

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

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the

Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

**WHEREAS**, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and insert the Town of Jackson or Teton County, Wyoming;

## **RESTRICTIONS:**

**NOW THEREFORE**, in satisfaction of the conditions in the [Click here to enter approval type \(FDP, CUP or other\)](#) Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

**SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.** References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

## **SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.**

- A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”).
  - 1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.

2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
  3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
  4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
  5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

**SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.** In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
1. Occupancy by Owner. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
  2. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a

Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.
- D. Renting. Owners may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. The owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. The owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all



supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

**SECTION 4. TRANSFER LIMITATIONS.** Each Residential Unit may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
  2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
  3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may

only occupy the Residential Unit with the prior written consent of the Housing Department

**SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT.** At initial sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

**SECTION 6. RESALE OF RESIDENTIAL UNIT.** An Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner’s desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

**SECTION 7. MAXIMUM RESALE PRICE.** To further insert the Town of Jackson or Teton County, Wyoming’s goal of providing affordable housing, after the initial sale, a Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the current owner’s purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and

absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

**SECTION 8. DEFAULT.** Each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

**SECTION 9. DEFAULT REMEDIES.** In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1. The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.
2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require Owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, any remaining proceeds shall be paid to Owner.

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

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

- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.
- G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

## **SECTION 10. QUALIFIED MORTGAGE.**

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
1. the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
  2. runs in favor of a "Qualified Mortgagee," defined as:
    - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
    - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
    - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Owner or any family member of Owner; or

- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
  1. be deemed unsecured; and
  2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

- C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
  1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.
  2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
  3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

**SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.**

- A. Termination by insert the Town of Jackson or Teton County, Wyoming. These Special Restrictions may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors

**SECTION 12. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and insert the Town of Jackson or Teton County.

**SECTION 13. NOTICES.** All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

**To Housing Department**

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

**With a Copy to:**

insert the Town of Jackson or Teton County.  
insert the Town of Jackson or Teton County.  
Jackson, WY 83001.

**To Owner**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 14. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 15. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

**SECTION 16. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

**SECTION 17. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 18. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 19. INDEMNIFICATION.** Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

**SECTION 20. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.



**SECTION 21. GOVERNMENTAL IMMUNITY.** Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the Effective Date.

**Insert declarant's organization (corporation):**

\_\_\_\_\_  
Insert name of signor, insert title of signor

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by [Click here to enter name of Mayor or Chair](#) as [insert Mayor or Chair](#), of [insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming](#).

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

Approved as to form:

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:**

\_\_\_\_\_  
[Insert name of Housing Manager](#), Housing Manager

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the [Click here to enter day](#). day of [Click here to enter month](#)., 20[Click here to enter year](#), the foregoing Special Restrictions for Affordable Housing was acknowledged before me by [insert name of Housing Manager as Housing Manager](#).

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

**AFFIRMED**

**INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:**

---

Click here to enter name of Mayor or Chair., insert Mayor or Chair

**ATTEST**

---

Click here to enter name of Clerk, insert Town Clerk or County Clerk

Project Narrative  
Addressing Findings of  
Approval for Sketch Plan

## **Overview**

The proposed project is located at 50 S Millward Street. The proposed project will be a mixed-use development containing a 67 hotel keys, 5 affordable residential units, 2 workforce residential units, 3 market rate residential units and a small street level retail space. 75 underground parking spaces will be provided via an automated parking system.

## **Existing Site**

The site consists of two lots at the corner of Millward Street and Pearl Avenue. There is an existing 12 room short term rental property called Multi Resort at Jackson Pines. There are 12 existing private perpendicular parking spaces that back into Millward Street.

## **Program**

The project will be a total of approximately 64,000 gross square feet including parking, and 3 stories above grade. The street level will include a hotel jump lobby on Millward Street that provides access to the guest elevator and grand staircase down to the main lobby level which is subterranean and lit by a large skylight above. The residential units are accessed via a private elevator lobby on Pearl Ave. Also located on Pearl Ave is a small retail space that is intended to provide a place for public engagement at street level. The parking will be accessed via a parking lift located off the alley. Trash, loading and utilities will also be accessed via the alley.

The hotel lobby provides a small library/lounge space, a 1,400sf bar and dining space intended for guest use only, two small media salons (meeting rooms), a fitness area and pool with adjacent restrooms.

There are 75 parking spaces provided in an automated parking facility that is 2 levels below grade. The parking will be managed by a full-time valet service for both the hotel and residential units. Bicycle parking, trash/recycling and storage are also provided in the garage space.

The project meets the town's landscape requirements via the expansion of the sidewalks on Millward and Pearl and the addition of trees in grates per the zoning requirement. There will be street level planters along both Millward and Pearl with hearty perennials to bring softness to the pedestrian experience.

## **Findings of Approval for Sketch Plan**

*1. Is consistent with the purposes and organization of the LDRs;*

Consistent. The proposed project uses of Apartment, Conventional Lodging, and Retail are allowed within the Downtown Core Neighborhood zone under a Basic Permit Use.

*2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;*

Consistent. The proposed project does not lie within either the NRO or SRO.

*3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;*

Consistent. The proposed project will not have significant impacts on public facilities and services. The proposed development will connect to Town water and sewer systems which exist in the adjacent streets and alley. The proposed development will provide 67 hotel rooms and a hotel guest only bar with light food options and 10 residential units. The single building will consolidate sewer connections within the project to reduce connection points to the Town wastewater system. On-Site parking is provided beyond the requirements of the LDRs via an automated, all valet system that expedites the movement of cars and will minimize traffic demands on the alley and on town and county roadways. The project provides 2 new public parking spaces and 2 valet loading spaces along Millward which will be an added benefit to the community. New utility connections to the Town of Jackson services will be incorporated as part of this project. Impacts to schools and parks will be minimal. Impacts to police, fire, EMS facilities will not be significant as the proposed project will provide fire sprinklers throughout the building, secure entries for the hotel and residents, and a gurney compliant elevator which is an improvement over the existing property.

*4. Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan;*

Consistent. The proposed project complies with the zone-specific standards in the Design guidelines. The proposed project follows all relevant standards of the Land Development Regulations (LDRs) for the DC-2 zone with a lodging overlay as stated in the vision statement for the Jackson/Teton County Comprehensive Plan adopted November 2020. The proposed project is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through December of 2024.

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

Consistent. The subject property has not received any applicable development permits or approvals related to the proposed physical development.

### **Conclusion**

The Sketch Plan application complies with the Town of Jackson Land Development Regulations, Design Guidelines, and applicable provisions of the Jackson/Teton County Comprehensive Plan.

6

Pre-Application Checklist  
& Insufficiency Letter  
Responses

Pre-Application Meeting Comments				
Permit Number	Step Type	Town Comments	Team Responses	Drawing Reference
P24-108	Building Department Comments	1. The structure must meet the most current adopted Building Codes adopted by the Town of Jackson at the time of permitting.	Noted.	
	Engineering Department Comments	<b>Site Plan Questions –</b> 1. Where does the water service to the pocket park go? Not shown in the plans for demo or abandonment.	No longer relevant – updated design is one building. Pocket park eliminated as it was a tradeoff for the encroachment on Millward street perpendicular private parking which is being removed.	
		2. The doghouse manhole for the sewer, is this to be in the street?	No, sewer connection will be in the alley.	See civil site plan
		3. Will we have separate services for each building off-of the alley?	No longer relevant – updated design is one building.	
		4. Trees on the street side are to show setbacks and clearance from the right-of-way.	Revised.	See civil site plan
		5. How do you plan to install Water services and Meter set up?	Fire and Domestic house water will hot tap off Town watermain in Millward St. A master meter will be in basement mechanical space.	See civil site plan
		6. Check the Sewer to existing manhole on the neighboring property.	Noted	
		7. What's the Status of the lot line between hotel and residences?	No longer relevant – updated design is one building.	
		8. Verify the Valet Staging location.	See plans - the project will provide 4 new parallel parking spaces on Millward Street. 2 spaces will be public parking and 2 spaces are proposed to be 15 minute valet loading zones for the properties use.	
		9. What are your weather operations regarding the parking elevator?	Parking elevator will be operational year round. Building overhangs in that location/area is covered and protected from snow. Drainage is provided in the lift and garage for any runoff.	
		10. Show the sand oil separator, service and maintenance plan.	To be provided at time of building permit submittal.	
		11. Storm water run-off volume calculations?	To be provided at time of building permit submittal (with GEC application).	
		12. Plans for the winter gravel/sand build up	Snow/gravel/sand build up storage area to be provided within the landscape buffer and removed as necessary. Ground level open area is very limited so the project expects to see very little gravel and sand build up.	See civil site plan
		13. Show Power Lines the ones proposed to be underground.	Revised.	See civil site plan
		14. Check the Sight Triangle off the corner of Pearl and Millward	Noted.	See civil site plan
		a. Show Stripe and Signage Plan regarding the sight triangle	To be provided at time of building permit submittal.	See civil site plan
		b. Show the stop sign and striping and signage	Noted.	See civil site plan
		c. Bulb-out on this corner, why is this tapered?	Existing Millward/Pearl intersect is tapered. Bulb out to clarify auto lane and to develop bike lane	See civil site plan
		15. Check the proposed Street lights on Millward for compliance with LDRs	Noted.	
		16. Check the Sight Triangle off the corner of the alley on S Millward	Noted.	See civil site plan
		a. Possibly a better location for the Valet Staging	We will take this under advisement.	See civil site plan
		17. Show Full CM Plan and especially for the Alley work	CM plan is provided in the response package	
		18. Show plan for the transformer location on the back side of existing hotel.	Revised.	See civil site plan
		19. Show utility setback for disconnect and the meter packs	Revised.	See civil site plan
		20. Will there be back up power for the parking alone?	Yes. Further information to be provided at the time of building permit submittal.	
		21. Recycling and size next to trash locations?	Trash and recycling will be accommodated in a trash room at the parking level. Property operations will require (3) 6 yard containers for waste and (1) 6 yard container for recycling. This will accommodate both the hotel and residential functions. Pick up will be 2 days per week to limit the impact to the alley.	See architectural drawings
		22. Trash Loading not into the Alley.	Loading can take place within the parking lift. The trash and recycling containers will be loaded into the parking system and brought to street level via the lift.	
		23. Who owns the tree in the pocket park?	No longer applicable; pocket park to be vacated along with private owner parking in Millward ROW. Park to be replaced with street trees.	
		24. How does the trash location off Pearl St. work?	No longer applicable; trash on Pearl eliminated. - trash will be adjacent to north alley	



		25. How will accommodate to oversized vehicles? And in wintertime; Vegas?	Oversized vehicles, such as sprinter vans, will be prohibited. Parking system will accommodate vehicles up to a 2025 Escalade. Parking lift will be operational year round.	
		26. For the automated parking can you please provide a turn maneuver demonstration for entering and exiting the underground parking?	Yes.	See civil site plan
		a.Does this turn vehicles for a forward drive out?	Yes. The system has a turn table so cars always exit facing out.	
		<b>Sheet 10, Floor Plan B1:</b>		
		27. Please provide or keep in-mind an encroachment agreement for shoring	Noted. Project has been shifted 5' off the property line to help with the trees and shoring.	
		<b>Sheet 11, Floor Plan Street Level:</b>		
		28. Set the parking spaces on Millward back from alley entrance.	Noted.	See civil site plan
		<b>Sheet 16, North and South Buildings Section 1-1:</b>		
		29. The Pool draining to our sewer is ok and the water department has been included on this comment	Noted.	
		30. Show how Bike racks in the basement provide a user-friendly access or encouragement	Bike racks can be quickly accessed via the service elevator. Bike racks are also provided at street level along Pearl Ave.	
		31. The underground parking lot, show how and will this be complying to EV Parking?	The parking system can accommodate up to 80% of spaces as EV, will be designed to meet code at a minimum.	
		<b>Sheet 24, View of South Building and North Building from S Millward St.:</b>		
		32. Show Model of Fixed Bulb-out corner		See civil site plan
		33. Show a Street Light/w a Stop Sign		See civil site plan
		34. Check Sight lines along trees		See civil plans
		35. Roof Drainage location off the windows on the street side	Flat roof capture; roof drainage will piped to detention before discharge to Town stormsewer infrastructure. (Details and calculations to be provided with building permit submittal)	
		36. Is there a protective cover over the Basement windows?	No. There will be a railing along the light well.	
		a. A guard per code?	Yes.	
		<b>Sheet 25, South Building and North Building from Millward:</b>		
	<b>Fire Department Comments</b>	Project must meet the requirements of the current International Fire Code (IFC) including but not limited to the following.	noted	
		1. The owner or owner's agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site during all phases of construction. Plan submittals shall be in accordance with the IFC, Section 3303.1. The plan shall be submitted and approved before a building permit is		
		2. New and existing buildings shall be provided with approved address identification in accordance with the IFC, Section 505.	noted	
		3. Fire apparatus access shall be in accordance with the requirements of the IFC, Section 503.	Fire Apparatus Access provided from Pearl Ave, Millward Street, and north alley are all compliant with IFC.	
		4. Fire flow requirements shall be determined by an approved method. Water supply shall be in accordance with the IFC, Section B105.	noted	
		5. A stamped set of automatic sprinkler plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled with this office.	noted	
		6. A stamped set of fire alarm plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled with this office.	noted	
		7. Buildings equipped with an automatic sprinkler system and/or fire alarm system are required to provide a knox box installed in an approved location.	noted	
		8. Structures that cannot support the required level of in-building, two-way emergency responder communication coverage shall be equipped with systems and components to enhance the radio signals. Systems shall be in accordance with the IFC, Section 510. Based on below grade construction and construction materials, it is likely that this project will require an amplification system.	noted	
		9. Provide elevator details, including the car elevator, as this will impact the protection requirements for the automatic sprinkler and fire alarm systems.	noted	
		10. Portable fire extinguishers shall be installed for each occupancy as required in the IFC, Section 906.	noted	
		11. Illumination shall be provided in the means of egress in accordance with the IFC, Section 1008.2.	noted	

		12. In the event of power supply failure, buildings that require two or more exits or access to exits, illumination shall be automatically provided by an emergency electrical system.	noted	
		13. Exits and exit access doors shall be marked by an approved exit sign readily visible from the direction of travel. Where exit signs are required in Group R-1 occupancies, additional low-level exit signs shall be provided in areas serving guestrooms in Group R-1 occupancies and shall comply with the IFC, Section 1013.5.	noted	
	Planning Department Comments	Bike Parking - The bike parking shall comply with the Town of Jackson bike parking regulations approved February 26, 2024. The current proposed location for the bike parking does not meet the PATHWAYS intent of the standards and installation guidelines for short-term and long-term parking. The alleyway crossing shall be a raised, continuous sidewalk crossing. Given that this block of Millward was the site of a bicyclist fatality and Millward is a designated bike route in the Town's bike network, the Town and applicant should explore the development of a protected bike lane along the Millward frontage.	Site planning will accommodate bike parking compliant with Town regulations. On street parking, valet, and sidewalk are proposed, applicant sees all components as feasible in the plan and would like to get additional Town input. A designated bike lane is possible, will collaborate with the Town on a solution.	See civil site plan for concept
		HOUSING MITIGATION - How does the 3rd-floor housing work as proposed? It is not clear if the intent is to use the 2:1 Bonus. Regarding affordable housing, each building will have its own affordable housing requirement and because each building will receive its CO at different times, each building phase will need to satisfy its affordable housing requirement separately. Based on the existing 12 lodging units and the 62 proposed lodging units, the applicant needs to provide a total of 5.107 affordable housing units on-site. This means that 5 units must be built on-site plus a one-time fee of +/-29,000.00. Phase 1 shall include 3 affordable units and Phase 2 shall provide 2 affordable units as follows: Phase 1 2 two-bedroom units @ 80-120% AMI (each unit is assumed to be at least 900 sf) 1 studio or one-bedroom unit @ less than 50% AMI (each unit is assumed to be at least 650 sf) Phase 2 1 studio or one-bedroom unit @ 50-80% AMI (each unit is assumed to be at least 650 sf) 1 three-bedroom units @ 80-120% AMI (each unit is assumed to be at least	See architectural set, sheet 6, 13,14 as well as the housing mitigation calculator. The project is now one building and will not be phased. All affordable and workforce housing will be complete at the time of the certificate of occupancy for the building.	
		2. ADA ACCESS - How do persons with disabilities enter each building from the car elevator? Also, how do persons without disabilities enter the building after parking a vehicle?	See updated plans - 5' setback from property line along the alley will allow for a safe POT for ADA access. The parking will be fully valet and ideally an ADA vehicle will be dropped at the loading zone. The parking lift is ADA accessible for a guest or resident who needs to park themselves.	
		3. ALLOWED FAR/FAR MEASUREMENTS - The total allowed FAR is 1.3, or 19,500 sf. Staff calculated a total of 20,228 sf of above-ground habitable which is 728 sf over the allowed. Staff also needs to confirm how the applicant is measuring floor area. Is floor area being measured from the interior or exterior walls? The LDRs require that it be measured from the exterior walls. Also, the areas in both buildings labeled as open to below are part of level B2 which mostly is a basement. However, these areas labeled as open to below violate the standard that requires that basements cannot stick out of the ground by more than 10 as measured from finished grade to finished floor above. So this means that level B2 does not qualify as a basement and thus counts as FAR which further means the building is too large based on the maximum 1.3 FAR.	See updated plans	
		4. RESTAURANT/BAR - Staff needs details on the restaurant/bar and whether this use will truly be accessory to the hotel or not. If the use is determined not to be accessory to the hotel, parking, and housing requirements will apply. At this time the applicant is applying a parking standard for the bar but not applying a housing mitigation. Why is that? If this restaurant/bar is open to the public then the housing requirement will increase.	The restaurant will be breakfast and light bites for hotel guests only	

		5. WESTERN CHARACTER DESIGN GUIDELINES - Western Character Design Guidelines will apply to this property since it is located within the Downtown Design Overlay-2 (DDO-2). At this time, Planning staff does not find the building to comply with the Western Character guidelines and the applicant will need to carefully go through all applicable guidelines and make design changes to the building.	Design has been updated to reflect Western Character. Design Review Board hearing was highly positive of the design.	
		6. BUILDING CORNERS - The corner at Pearl/Millward and Millward/Alley needs significant work to visually improve their appearance and pedestrian experience which are guidelines in the normal set of Design Guidelines which also apply to this property (Public Space, Street Wall and Massing Sections). Neither corner is engaging or welcoming to the public.	Noted. The design has been updated to enhance the design of the corner.	
		7. PARKING/VALET - The Town has not yet approved this type of automated vehicle stacking system before and thus the applicant runs some risk using this type of technology. Since affordable deed-restricted units will be required on-site, the Housing Authority will also weigh in on whether they are comfortable with this type of parking for the tenants. Also, where do guests park for valet parking? Is the assumption that the town will grant street spaces for valet parking?	The project proposes 2 valet loading zones along Millward and 2 public parking spaces. The parking system will accommodate parking for the hotel and residential users.	See civil site plan
		8. BIKE PARKING STANDARDS - The Town has adopted new bike parking standards that will apply to this development. Staff has attached the new standards and the applicant will need to demonstrate compliance. How do tenants and guests access the basement bike stalls located in the underground parking garage? Where will the short-term bike parking located?	Bike parking regulation will be met., Basement bike stalls are accessible by elevator, and short-term bike racks are provided at street grade at NE and possibly at frontage to Millward, to be planned.	
		9. PARKING DIMENSIONS - The width of parking stalls in the basement cannot be less than 9. Some may be 8 according to the attached underground parking resolution. At a minimum, 7' of height clearance is required for vehicle stackers.	A more detailed explanation and backup information on the parking system has been provided in the Insufficiency Letter Response section of this submittal. The parking spaces can be designed to any size and any height can be accommodated if the proposed design is not acceptable.	
		10. TRASH - The trash enclosure doors on the north building cannot swing into the alley right-of way. All enclosures and dumpsters shall be set back a minimum of two feet from an alley and the door shall not swing into the alley. Also, how does trash removal work on the southern building?	No longer relevant – updated design is one building. Trash is held within an internal space with a roll-up door, not a swing-type door into the alley.	
		11. LOADING/UNLOADING - How does loading/unloading work for the southern building?	Loading (to now single building) will be via the alley on north via the car elevator. Loading of supplies, trash and recycling can be accommodated within the parking lift or the loading/trash room to maintain a clear alley. The building is set back 5' from the property line to provide extra space to maintain clear alley access at all times.	See civil site plan
		12. EXISTING EASEMENT/MILLWARD PARKING - The existing easements for sidewalks and encroachment agreement for parking on Millward need to be addressed. The parking along Millward will need to be removed to conform.	Noted. Consider condition that easement for parking in Millward to be vacated pending DEV approval.	See civil site plan
		13. BASEMENT DEFINITION - The light wells on both buildings count against the basement definition. The applicant will need to demonstrate that at least 50% of the perimeter of each building is not sticking out of the ground by more than 4 (measure from finished grade to finished floor above) and that at no point sticking out of the ground by more than 10. For the north building, in order for the main lobby (on level B2) to be considered a basement, the portion labeled open to below cannot stick out of the ground by more than 10 as measured from the finished grade to the finished floor above. It appears that this area of the building is roughly 20 above the finished grade. It appears that the open to below area on the south building has a similar issue as this portion of the building is roughly 15 above finished grade.	Design has been updated to address this issue, meets requirement.	See architectural drawings
		14. LDR Section 2.2.1.D Lodging Building Frontage states that on the primary street (Millward), the ground level of each building must have 40% glazing and the secondary street (Pearl) ground level must have 20% glazing. All other levels on both streets must have at least 20% glazing.	Calculations have been provided, meets requirement.	See architectural drawings
		15. LDR Section 2.2.1.D Lodging Building Frontage states that the ground floor elevation along both streets must be within 5 of the finished grade. How does the open to below areas comply with this standard?	Areas of the ground floor are within 5' of finished grade. The majority of the ground floor is at 4' above finished grade while some areas are at street level.	See architectural drawings
		16. EVSE STANDARDS - The Town has new Electric Vehicle standards that will apply to this development. Need to discuss further how this coincides with valet parking.	The parking system can accommodate up to 80% of spaces as EV. The system moves cars within the system that need to be charged and will move the cars to non-charging spaces once they are fully charged. It can accommodate all standard EV charging ports.	

		17. STREET LIGHT - A street light will be required at the corner of Pearl/Millward.	Existing street light will remain.	
		18. BULB OUT - A bulb out will be required at the corner of Pearl/Millward.	Noted. The schematic design includes a protected bike lane curb/bulb out that directs cars away from pedestrian and bike lane. Develops protected bike lane. Applicant welcomes design collaboration with Town	See civil site plan for concept
		19. SIGHT DISTANCES AT CORNER - The applicant will need to work with Town Engineering on the placement of trees as it relates to sight distances.	Noted. Sight distances per site plan will not infringe other than existing utility and street light poles	See civil site plan
		20. PEDESTRIAN FRONTAGE TYPE - The pedestrian frontage type will be Trees in Grates. No boardwalk.	Noted.	See civil site plan

## Insufficiency Letter Comment Responses

1. *Housing Mitigation Plan* - Provided in Section 4
2. *Narrative Description of the project including response to Findings of Approval of Sketch Plan (LDR Sec.8.3.2.C).* - Provided in Section 5
3. *Items identified in Pre-Application Conference* - Spreadsheet of responses follows this section.

*Floor area tabulation and color coding* – Floor plans have been updated to match the Housing Mitigation Calculator. The floor area tabulation and color coding are updated to be less confusing and consistent with the floor area tabulation.

*Neighborhood Meeting* – The neighborhood meeting was held at 50 S Millward Street on December 3<sup>rd</sup>, 2024 from 5:30pm – 7pm. As only one interested party attended the meeting (sign-in sheet is attached), the applicant presented the plans, elevations and renderings and then spent an hour talking through the project. Highlights from the conversation included detailed questions on the hotel floor plans, talking through how the automated parking system works, and discussing the unique challenges around construction in Jackson Hole.

*Blub-Out* – Update civil and site plans to include new bulb-out design at corner S. Millward St. And W. Pearl Ave. Revised plan should provide dimension of relocated curbs and show related streetlamp at the corner of S. Millward St. And W. Pearl Avenue. Include street cross-sections showing the proposed design for both S. Millward St. And W. Pearl Ave. An example of bulb-out design has been provided with this letter. - Bulb-out design has been incorporated into the plan set. See civil plan and architectural site plan.

*Parking System* – Provide greater details on functionality, operations, maintenance, and individual stall size of the proposed automatic parking system. Application should address how parking system will not create negative offsite impact to public infrastructure (ROW, street, alley, etc.) including in the event the system is inoperable. Specifically, how development will meet Sketch Plan finding C.3 (does not have significant impact on public facilities and services) with all required parking accessed through the vehicle stacking system.

The parking system will be by Utron Parking. [Utron Website Link](#) The applicant selected Utron for the simplicity of the physical equipment within the system and the long track record of operating garages (over 25 years for a single system) within their inventory of projects. The Utron Pace is a Shuttle Automated Parking system, also referred to as “Rack and Rail” parking system. This mechanical parking system is based on shuttles performing single path horizontal movement along fixed rails and storing vehicles on racks located perpendicular to both sides of the fixed rails.

The structure is made of concrete with embedded rails. The proposed system will be 2 levels with a shuttle on each level. Movement between the levels will occur within the parking lift bay. The lift also serves as a turn table to spin the vehicles so the user pulls into the lift bay facing forward, and leaves the lift bay facing forward. The parking system can be designed to accommodate any size

vehicle. As this project is in Jackson, this system has been designed to accommodate a vehicle size up to the Cadillac Escalade 2025 model (212" L x 81" W x 77" H) which is considered one of the largest standard vehicles available. As seen in the photos below, the parking spaces are defined by a small track that is mounted to the floor which guides the parking shuttles. [Video showing the system here.](#) Since there are no people parking the vehicles, the parking spaces are designed to be narrower (7'-6" x 20') than standard spaces as there are no people accessing the garage or the vehicles unless they are in the load bay which has a clear space of 18'-6" x 24'-4". Spaces this size comfortably accommodate the largest vehicles that can be parked within the system. A standard parking space ranges between 8'-0" - 9'-6" to accommodate a driver/passenger opening the car door, this is not necessary in this system as the cars are not parked by a person.

The retrieval time for a system of this kind ranges between 3-5 minutes, well within the range of a typical valet service if not faster. A valet driver will park the car in the load bay off the alley and clear the questions required by the Utron user app before leaving the car to the system to bring to the lower level and park the car. This process will take a maximum of 30 seconds which will allow the valet to get back to the valet loading area on Millward faster than if they had to park the car themselves. The Utron system is simple mechanically, but very advanced in its programming technology. The different user groups of the property (hotel guest, hotel worker, resident, etc.) can be identified by the system and the car will be parked according to the anticipated duration of stay. A person may call for their vehicle or schedule their pickup in advance to minimize their wait time.

The system is monitored 24/7 by remote Utron technicians who can typically correct any technology issues from their off-site location as well as detect any issues with the mechanics of the system before they occur. Given the location of Jackson, the applicant will stock repair parts for all equipment on site to avoid any possible delays if there were to be an equipment related issue. The property engineering staff will be trained to repair the system if needed and Utron staff is always available to help work through issues in person or remotely. That said, the system is highly reliable and rarely encounters any issues that can't be addressed remotely through the on-call IT staff. There will be a battery backup provided in case of power loss which allows for the retrieval of vehicles even in the event of a power loss. The most aggressive preventative maintenance schedule will be implemented by the property to ensure the system is up and running smoothly at all times. A typical maintenance schedule has been attached to this submittal. The applicant is a long-term owner/operator of hotels and is highly motivated to have a system that has zero outages. Preventing hotel guest and resident complaints is the highest priority for the property ownership team.

During routine maintenance, a mid-year planned maintenance will require the lift to be out for 2-3 hours. This can be scheduled during off-peak season when occupancy is low and planned for overnight hours. The property ownership will find a local parking solution for any guests or residents who may need access to their car during those hours. A single annually planned maintenance day will require the lift to be out for 8-10 hours and will also be scheduled for off-peak season and hours to affect the fewest users of the parking. A local agreement will be arranged to accommodate cars off-site, not on public streets, and paid for as needed by the property ownership.

The parking system can also accommodate storage containers which can be used to bring trash/recycling/deliveries from the street level to the garage level quickly to minimize alley congestion. [Link to video showing the container movement](#)



Rail system

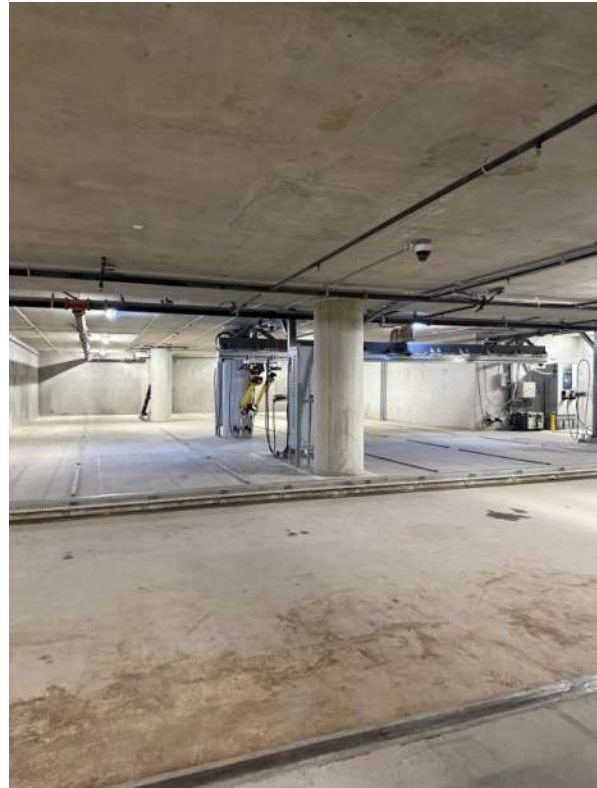


Overview of garage

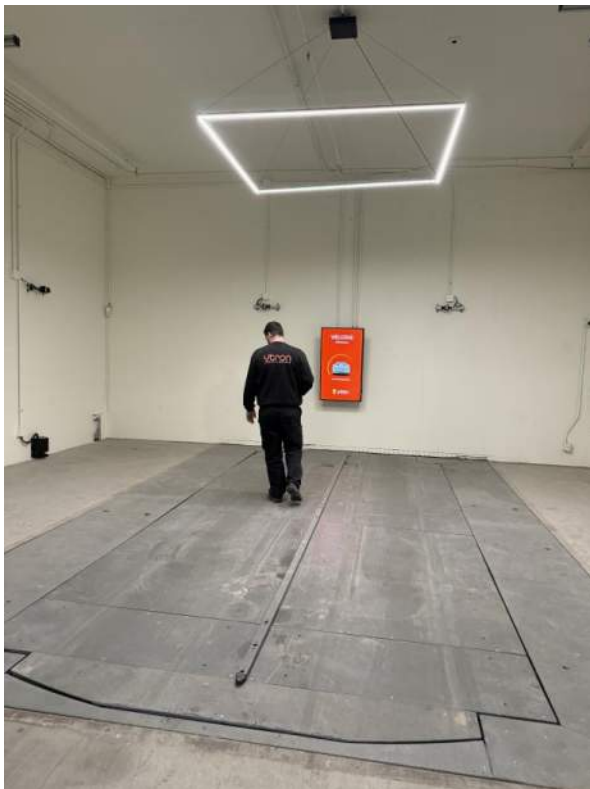




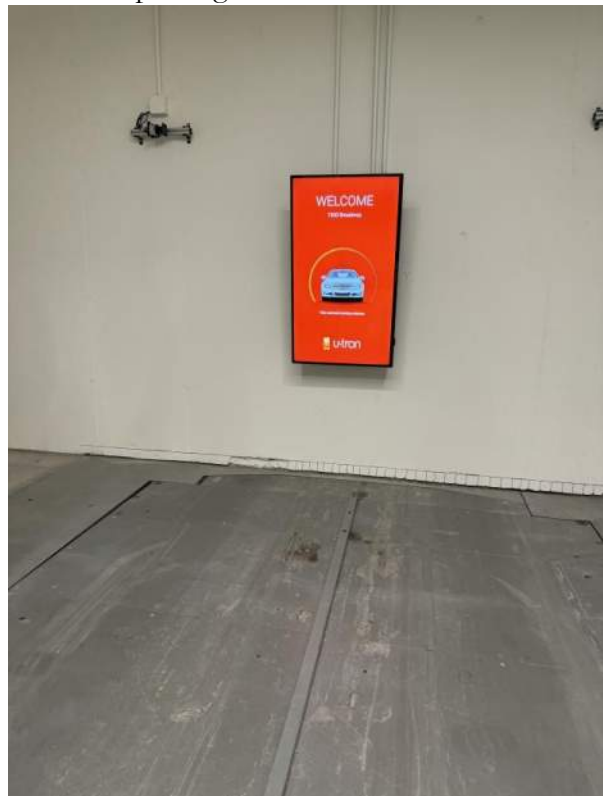
EV charging robot



EV parking stations



Load Bay and Parking Kiosk





EV Charging Solution: <https://www.youtube.com/watch?v=a0Qh6HGvLjo>



The EV charging solution utilizes a robotic arm that operates along a rail system.

The usual setup includes the following but can be customized to accommodate a higher count of EV spaces:

- Four charging stations, each equipped with two charging guns, totaling eight charging spots (effectively seven, as one is partially blocked by a corner wall).
- DC fast charging capabilities, allowing vehicles to reach a full charge in approximately 40 minutes.
- The parking system manages the queue for vehicles requesting a charge, with users submitting requests via an app or kiosk.

General Charging Process:

- Users register as EV users and receive an adapter for their specific charging port.
  - System uses CCS2 connectors, and adapters are provided for CCS1 (American standard) and Tesla.
- In the app, users indicate the physical location of their charging port and confirm that the adapter is inserted.
- When it's their turn, the system automatically directs the car to a designated EV charging spot based on the port's location.
- The robotic arm scans for a QR code on the adapter, performs image recognition to identify the exact port location, and connects the charging cable.
- Then Utron communicates with the charging station's API to initiate charging. The robot disconnects only after a successful power transfer.

- Safety sensors on both the robot and rail system help mitigate potential risks. The software also manages the robot's movement in coordination with parking activities.

While automated parking has not been used in Jackson to date, the system has been successfully used from California to Boston within the United States. Systems from 30 – 300 cars are currently in operation and the applicant has toured several systems to get a deep understanding of the equipment. Mixed use developments are common with this system and the addition of full-time valet guarantees a smooth operation for the residents, hotel guests, and public at large. Given the need for parking in Jackson and a desire to maintain the Western Character of the zone this project sits within, the applicant believes this system maximizes parking while preserving visible square footage for public and pedestrian enhancing program.

*Provide a specific stated request for “On-Street Valet Parking” - Provide description of number, location, and time limitation (15 min or 30 min as provided by the municipal code) for any on-street vehicle parking spaces that are proposed for “valet parking” designation. Show number and location of spaces consistently across all discipline plan sets.* - 4 new street level parallel parking spaces are being proposed. 2 would be public parking. 2 are proposed as 15 min valet only loading spaces. The project requests the loading spaces to ensure valet and the parking system are efficiently operated and do not cause any backup of traffic in the alley or on public roadways.

*Conceptual Construction Management Plan – Provide conceptual level plan for construction management, specifically addressing any expected use of the public right of way for construction.* - CMP has been provided as part of this submittal.

**Utron Automated Parking**

**Automated Parking System**

**Narrative**

**EXAMPLE**



## Contents

<a href="#">1. General</a>	3
<a href="#">2. Dimensions &amp; Figures</a>	4
<a href="#">3. Building Layouts</a>	5
<a href="#">4. Bay Rooms</a>	6
<a href="#">5. Bay lifts</a>	7
<a href="#">6. X-shuttles</a>	9
<a href="#">7. Sensors and Safety</a>	10
<a href="#">8. Storage Process</a>	11
<a href="#">9. Retrieval Process</a>	13
<a href="#">10. LED sign explanation</a>	14
<a href="#">11. Hazardous Situations</a>	16



## General

This paragraph describes a structured system designed for a specific function in a designated location. It outlines multiple levels, each with defined capacities and specialized components. The system incorporates automation, precise movement mechanisms, and safety protocols. It includes key elements that facilitate controlled operations, ensuring efficient handling and organization. The description also details how different components interact to execute processes seamlessly.



## Dimensions & Figures

Item	Data
Parking positions	75
Maximum car weight	10,000 lbs
Maximum car length	212 in
Maximum car width	85 in
Max height of cars for P2 level	in design phase - 6'-0"
Max height of cars for P1 level	in design phase - 8'-0"
X-shuttle width (between rails)	20'-8"
Transport lane length	140'
Lift travel height	26'
Lift pit depth	5'



## Bay Room

3.1. The bay room will have the following components:

- Entry/exit door
- Sensors
- LED screen with signs and indicators

3.2. Upon driving into the bay room, the driver (user) is guided by the signs on the LED screen with proper directions and placement of the car on the centralizer.

3.3. After confirmation of good position, the user will exit the car and go out of the bay room toward the parking waiting area (through the roll-up door in the bay).

3.4. The user will interface with the system using a personal code in the Kiosk in the parking waiting area.



## **Bay lifts**

### **4.1. General**

The lifts will be used to move cars between levels.

The lifts will be mounted on four vertical posts, which will be connected to the pit slab.

The max vertical speed will be 3.28 ft/sec.

### **4.2. Components**

The bay lift will have a centralizer to center and align the cars upon entry.

The bay lift will have a turntable to rotate the car.

### **4.3. Process description – storage (after user interface):**

1. The system checks for any movement in the bay room. If there is none – the entry/exit door (driveway side) will close. If any movement is detected the process is stopped until another user confirmation is received from the kiosk.
2. Car is checked by the sensors.
3. System re-checks for any movement in the bay room. If there is no movement – the centering and aligning process will begin. Once complete, the car will be lowered to level P1, where the rotation action will occur. After that the car will be delivered to level P1, or the lift will continue to P2 and the car will be delivered there.
4. The lift will move the car to one of the two storage levels, according to car size and space availability.
5. At the storage level, Z-shuttles will move in and pick-up the car. After returning to the X-shuttle, the car will be transported to the selected parking position and will be dropped-off using the Z-shuttles.

### **4.4. Process description – retrieval (after user interface):**

1. Lift is moved to the appropriate level.





2. The requested car is conveyed to the lift from the parking position using X-shuttles and Z-shuttles.
3. The lift is moved back to the entrance level and the user is notified of the car's arrival in the bay room.
4. The entry/exit roll-up door will open, and the user will enter the bay room through the pedestrian door at the waiting area to pick up the car.



## X-shuttles

### 5.1. General

X-shuttles are horizontal transporting machines, which move the car laterally on the level, between the lifts and the parking positions.

Each level will have one (1) machine, and each machine has two (2) Z-shuttles for the actual handling of cars.

### 5.2. Dimensions & Figures

Item	Data
X-shuttle max speed	SYSTEM DESIGN IN PROCESS TBD
Transport lane width (between rails)	
X-shuttle weight (with two Z-shuttles, w.o. car)	

### 5.3. X-shuttle control

Each shuttle has a set of sensors and controllers that control its' movement.

These devices facilitate the proper positioning of the shuttle in the proper position.

The motors on the shuttles will have integrated brakes.



## Sensors and Safety

The system will have various sensor arrays for the following operations:

### 6.1. Car presence in Bay room

This array will check if a car is present in the bay room.

### 6.2. Car dimensions' sensor array

This array will check if the car dimensions comply with system limits (height, width, length)

### 6.3. Motion sensors – User presence

This array will verify that there is no motion detected in the bay room before any mechanical system is engaged. This includes closing the entry/exit door and moving the lift.

In case motion is detected, the mechanical systems will be disabled, and the process will stop or will not start at all.

The sensors will cover the entire area of the bay room.

### 6.4. Entry/Exit Door Sensors

This array will verify that there are no objects that can interfere with either opening or closing of the door.

These sensors will also indicate if the door is open or closed.



## Storage Process

1. When the bay is ready to receive a new vehicle, the LED sign outside the bay door will show a green arrow pointing to the direction of the entrance.
1. The driver will approach the roll-up door and the system will detect that a car is waiting to enter the parking system.
2. The roll-up door will open, allowing the vehicle to enter the bay room. At this point, the LED sign will change from a green arrow to a red stop sign, indicating that the bay is occupied (see below for indicators).
3. The driver will drive into the bay room following the driver guidance directions on the LED screen inside the bay.
4. After the proper positioning of the car, the user will turn the engine off and exit the car, lock it, and proceed to the Kiosk just outside the bay room.
5. The user must verify the checklist on the Kiosk that:
  - o No passengers are inside the vehicle.
  - o No people or animals are inside the Bay Room area.
  - o All car doors are closed, side mirrors are folded, and the vehicle is locked.
  - o Car engine is turned off.
  - o Car is in 'Parking' and the parking brake is activated.
6. Only after this verification and user confirmation that one wishes to store the vehicle, will the system proceed with the process.
7. The system will conduct safety checks that include: verifying and closing the roll-up door, verifying that there is no motion detected in the bay room. After that, the system will engage the lift and store the vehicle.



8. At any stage, if the dimensions of the car do not comply with system limits or there are no parking spaces available, a notification will appear on the LED screen / Kiosk and the driver will be requested to remove the car from the bay and restart the process or exit the garage.
9. If all the conditions are met, the car will be parked, and the User will be notified that the car was successfully parked in the garage.



## Retrieval Process

1. The driver will use the Retrieval Kiosk to complete the retrieval process. The system will be notified of the request to retrieve the vehicle.
2. The vehicle will be retrieved using the various shuttles and lifts and will be transported to the entry/exit level.
3. Upon completion of lift movement, the entry/exit door will open.
4. The driver can then enter the bay room and drive out of the bay room.



## LED sign explanation

### a. Ready for entrance



System is ready for a vehicle to enter. The driver should drive to the target area and follow the instructions.

### b. Entrance task in process



Entry task is in process. The driver must wait until the system is ready for a new task.

### c. Exit task in process



Exit task is currently in process. The driver must make way for the exiting vehicle and wait until the system displays that it is ready for entry.

### d. Fault state



The system is in a fault state. The user will call Utron call center for assistance.



**e. Bay in exit mode – Entrance request received**



System registered the entrance request. The driver should wait for further instructions on the display.





## Hazardous Situations

### 10.1. User related issues / incidents

In case a user needs assistance or has initiated a room stoppage using one of the emergency push buttons, a 24/7 call center will be on call to accept and resolve these issues.

Utron also provides around-the-clock remote monitoring services for the parking system, using remote cameras and other sensors, to make sure the garage is operating properly and safely.

### 10.2. Power outage

In case of power outage, the system can function on minimal power, taken from generator power supply (if provided). A dry contact signal from the generator will notify the Automated Parking Management System (APMS) of the situation, and the system will go into power saving mode.

The system will function in this case only in retrieval mode and will not allow incoming vehicles. Retrieval tasks will take more time than in normal operation due to reduced power feed.

### 10.3. Fire Detection & Alarms

Firefighter crews can access the system through stairwells and paths specified in the building design.

In case of fire alarm, the system will commence a shutdown procedure which will include the following steps:

- Cars in transit on shuttles will be dropped off in the nearest available position.
- Empty X-shuttle will move to the end of the transport lanes (north end of the parking area) to allow fire-fighting personnel maximum access to the parking area.
- Bay lifts will return to the entry level and will lock in place.



- Entire automatic shutdown of the system until the local Fire Department approves restart.
- Upon such approval, Utron certified technicians will arrive at the garage and will have to power back the system manually and check that there is no damage to system's components and that normal operation can be established.



## Safety Check List



- 1) Notify affected employees; log directly into the component on your Laptops (secure potential movements)
- 2) A harness and a hardhat is to be worn at all times when working above the first floor
- 3) Power is to be turned off when working on electrical components or near electrical components (ZS,XS,SL,TT)
- 4) Power is to be tested with a multimeter before work is to begin to ensure power is OFF
- 5) Safety glasses, gloves & earplugs are to be worn when using a drill and grinder
- 6) Periodic updates are to be made with Dashboard group (Dashboard operator)

## Bay Room/TT Check List

## Freq

TT

Motor & Gear: Visual, vibration, temp, oil leak, damage, Paint	3 months
Chain: visual & clean	3 months
Thrust bearing: Visual, clean, Turntable/slewing ring, bolt specified torque	3 months
Sprockets: visual, clean	3 months
Frames: Visual and clean	3 months
Buffer: Visual and clean	3 months
Fasteners	3 months
Motor & Gear: Thermocal protection circuit, connection cables, output element secure,	6 months
Complete power lead (Check for damage in electrical system, wiring, screws	6 months
Chain: visual, lubricate & clean	6 months
Thrust bearing: greasing	6 months
Bearing: Greasing	6 months
Sprocket: system run check, grease	6 months
Perform Leveling test	1 year
General system test/Re-calibration	1 year
Chain: Tighten & stretch	1 year
Chain: check chain elongation	1 year
Chain clean	1 year
Check the lubrication system	1 year
Sprocket: lubricate	1 year
Side Wheel: inspect diameter, vibration, vulcanization	1 year
Control: Check arrival of turn table to target	1 year
Control: Check acceleration/deceleration of shuttle and recalibrate	1 year
Turn table frame: Inspect welding for damages	1 year
General Overhaul	3 years
Oil Change	3 years
Replace oil sealing rings, gaskets, plugs	3 years
Motor & Gear: Visual, vibration, temp, oil leak, damage, Paint	3 months
Chain: visual & clean	3 months
Pusher triangle: visual & clean	3 months
Shaft: visual & clean	3 months
Frame: Visual & clean	3 months
Conveyor belt: Visual & clean	3 months
Pusher Rods: Visual & Clean	3 months
Half door: Visual & Clean	3 months
Check Front Right Tension sensor	3 months
Front Left Tension sensor	3 months
Back Right Tension sensor	3 months
Back Left Tension sensor	3 months

CENTRALIZER

Motor & Gear: lubrication	6 months
Motor & Gear: tighten torques of motor and screw connection (include shaft clamp)	6 months
Motor: all connection cables, replace if needed	6 months
Motor: output elements firmly secured, tighten threads	6 months
Complete power lead (Check for damage in electrical system, screws, wiring	6 months
Chain: visual, tension check, lubricate & clean	6 months
Chain: tension check	6 months
Sprocket: system run check, grease	6 months
Bearing: Greasing	6 months
General system test/Re-calibration	1 year
Chain: Tighten & stretch	1 year
Chain: check chain elongation paragraph 6.6.	1 year
Chain clean	1 year
Check the lubrication system	1 year
Sprocket: lubricate	1 year
Side Wheel: inspect diameter, vibration, vulcanization	1 year
Control: Check arrival of turn table to target	1 year
Control: Check acceleration/deceleration of shuttle and recalibrate	1 year
Turn table frame: Inspect welding for damages	1 year
Check all connectors under the TT for all sensors are secured properly	3 months
Check for any damaged wiring running under the TT	3 months

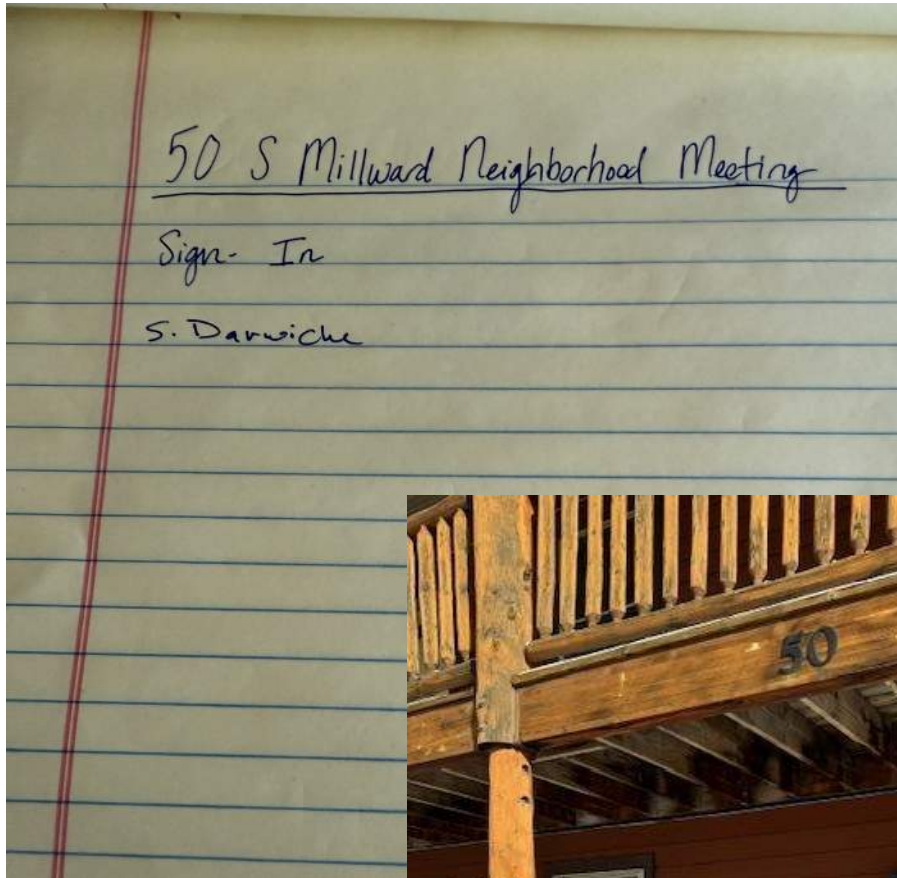
BAY SENSORS

LMS	3 months
Ground Clearance Front	3 months
Ground Clearance Back	3 months
Ground Clearance Center. Check height at 4.5"	3 months
TT internal clearance	3 months
TT external clearance	3 months
Car detection sensor	3 months
Wheel detection sensor	3 months
Internal and External Door clearance sensors	3 months
Front Right Close Sensor	3 months
Front Right Open Sensor	3 months
Front Right Liner Cover Sensor	3 months
Front Left Close Sensor	3 months
Front Left Open Sensor	3 months
Front Left Liner Cover Sensor	3 months
Back Right Close Sensor	3 months
Back Right Open Sensor	3 months
Back Right Liner Cover Sensor	3 months
Back Left Close Sensor	3 months
Back Left Open Sensor	3 months
Back Left Liner Cover Sensor	3 months
Back Left Liner Cover Sensor	3 months
Check if LMS are correctly calibrated. Refer to document on teams for instructions	3 months



**Neighborhood Meeting - 12/3/24 from 5:30-7pm at 50 S Millward Street**

**Sign-in and Notice Posting on Building**



## Neighborhood Meeting - list of property owners notified

Parcel	Owner	Mailing Address	owner_city owner_state owner_zip
22-41-16-33-1-02-003	TIMBER WOLF CORPORATION	PO BOX 1677	JACKSON, WY 830011677
22-41-16-33-1-02-002	BELKNAP CREEK PROPERTIES, LLC	2113 S FORK RD	CODY, WY 824148006
22-41-16-33-1-02-007	RUNNING DEER, LLC	PO BOX 6368	JACKSON, WY 830026368
22-41-16-33-1-02-008	JN ONE, LLC	PO BOX 6368	JACKSON, WY 830026368
22-41-16-33-1-03-007	VID PEARL, LLC	PO BOX 4793	JACKSON, WY 830014793
22-41-16-33-1-02-004	NIXBOT HOLDINGS, LLC	PO BOX 1241	JACKSON, WY 830011241
22-41-16-33-1-03-009	PRUGH INVESTMENTS, LLC	PO BOX 2914	JACKSON, WY 830012914
22-41-16-33-1-02-006	ONE HUNDRED SEVEN, LLC	PO BOX 991	JACKSON, WY 830010991
22-41-16-33-1-03-001	FDRG HOLDING COMPANY LLC	PO BOX 9250	JACKSON, WY 830029250
22-41-16-33-1-02-005	JUNE LANDING, LLC	PO BOX 160	JACKSON, WY 830010160
22-41-16-33-1-02-001	SANDS, CHARLES E. REVOCABLE TRUST	PO BOX 696	WILSON, WY 830140696
22-41-16-33-1-54-001	JN ONE LLC	PO BOX 6368	JACKSON, WY 830026368
22-41-16-33-1-03-002	HANSEN, WILLIAM E. & GWEN K.	2145 S PARK RANCH RD	JACKSON, WY 830019440
22-41-16-33-1-07-001	THOMPSON, BRUCE FAMILY LIMITED PARTNERSHIP ET AL	20624 LONGRIDGE CT	GROVELAND, CA 953219560
22-41-16-33-1-54-002	JN ONE, LLC	PO BOX 6368	JACKSON, WY 830026368



February 18. 2025

Attention: Amanda Mauceri  
SVP of Development  
Dauntless Development

RE: pCMP (preliminary Construction Management Plan)  
Millward Hotel  
50 South Millward Street *(current location of structure to be de-constructed)*  
Jackson, Wyoming 83001

**Project Narrative:** Located on the northwest corner of Millward Street and Pearl Avenue. The projects includes a 67 guest-room hotel along with 10 residential units. Parking is provided per code and includes 75 below-grade parking stalls using a stacked, automated parking system. EV charging stalls and bike parking are provided to code. The total gross square footages for the building without parking is 53,959 and 65,353 with parking.

**Proposed Schedule:** Depending on site approval and permitting, we propose a start of construction 11.1.2025, with an overall duration of 72 weeks, suggesting a completion of 3.17.2027. Modular construction allows us to accelerate the completion dates over conventional construction by 36% to 42%, thus limiting the overall impact on public and private neighbors.  
*(review MC 12.08.040B and 12.08320 for summer and winter encroachment rules)*

**Public Impact:** The businesses impacted within a radius of 200 feet along Millward Street and West Pearl Avenue include: Bin22 Restaurant, Rawhide Housing Complex, USPS, Everest Momo Shack, Alivii Software (located in USPS), Black Diamond Equipment, Pearl Street Bagel and Pearl Street Nail & Spa. A neighborhood meeting to review a traffic plan, showing the use of public ROW spaces, travel lanes



and pedestrian corridor will be conducted prior to Town approval. (See sections below for additional, known details)

**Construction Parking:**

Private parking arrangements will be negotiated by the Owner or Contractor to allow carpooling or busing of employees and subcontractors. The use of public parking facilities / lots is discouraged or not allowed

**Site Logistics:**

Typical work hours M-F are from 07:00AM to 05:00PM. Weekend and Holiday work hours, if required, are from 08:00AM to 05:00PM.

Temporary Facilities / Construction Barrier and Road Use *(see detailed site logistics plan attached)*

**Job-site Management:**

The project will be staffed by Symmetry employees and will include 100% on-site supervision. On-site personnel will also include safety and QC managers, project manager, project engineers and project principals.

**Job-site Safety / Security:**

The job site area and public will be protected by temporary fencing and active site surveillance equipment. Motion sensor systems will be installed to secure trailers and temporary offices. Depending on the phases and other requirements, a security guard will be available to patrol the project during nights and weekends.

**Noise, Dust & Erosion Control:**

A Stormwater management plan and system, approved by the State of WY and local JHA will be implemented and maintained. This plan includes silt fences, vehicle traffic control, inlet protection and concrete wash-out facilities.

Street cleaning during site construction activities will occur daily and BMP's (best management practices) will be applied in protecting the public from any extensive dust and noise disturbances throughout the project duration.

Using a modular delivery system, will reduce the construction duration by 36% to 42% overall, and



therefore reduce the overall disruption, noise and dust disturbances significantly.

**Environment:**

Using the modular delivery for the construction of this project will result in a significant reduction to the carbon footprint. A large reduction in daily subcontractor travel to and from the project site and a 34% to 39% reduction in construction waste.

**Traffic Control:**

A preliminary traffic control plan is provided in an attachment below. It indicates the primary access to the site. Traffic Control will also be provided for deliveries requiring unloading in the ROW and the crane scope required for the setting of the mods.

**Road & Sidewalk Closures:**

With a zero lot-line development, some closures are unavoidable. It is our intent to minimize these interruptions as much as possible. Again - with the modular delivery of the project, a much shorter disruption will occur. At a minimum we would expect sidewalk closures on Millward and Pearl until completion of the below grade operations. Sidewalk and parallel parking lane closures for the vertical construction. We do have the option of providing a secure / covered walk to provide sidewalks, in lieu of parallel parking to the public after the below grade operations are completed. For emergency vehicle access, we will keep the alley access open. To receive and set the modular pods, a one-lane road closure (possible full road closure on Millward) along the entire property line is required. This duration should not exceed 15 working days. The streets will be reopened evenings, weekends and holidays.

**Shoring:**

A shoring system (tbd) will be designed, engineered and permitted in accordance with JMC. Any tie-backs into the public right-of-way will include a video scope of public / private sanitary lines before and after the work.



**Mass Excavation:**

The excavation of the 2.5 - 3.0 levels below grade will required truck loading operations along Millward Street, Pearl Avenue and the current Alley. Intermittent closures / traffic control and vehicle tracking pads will be provided.

**Damage Management:**

Before the start of construction, a complete inventory / survey of neighboring properties will be conducted to accurately determine potential damages from construction activities.

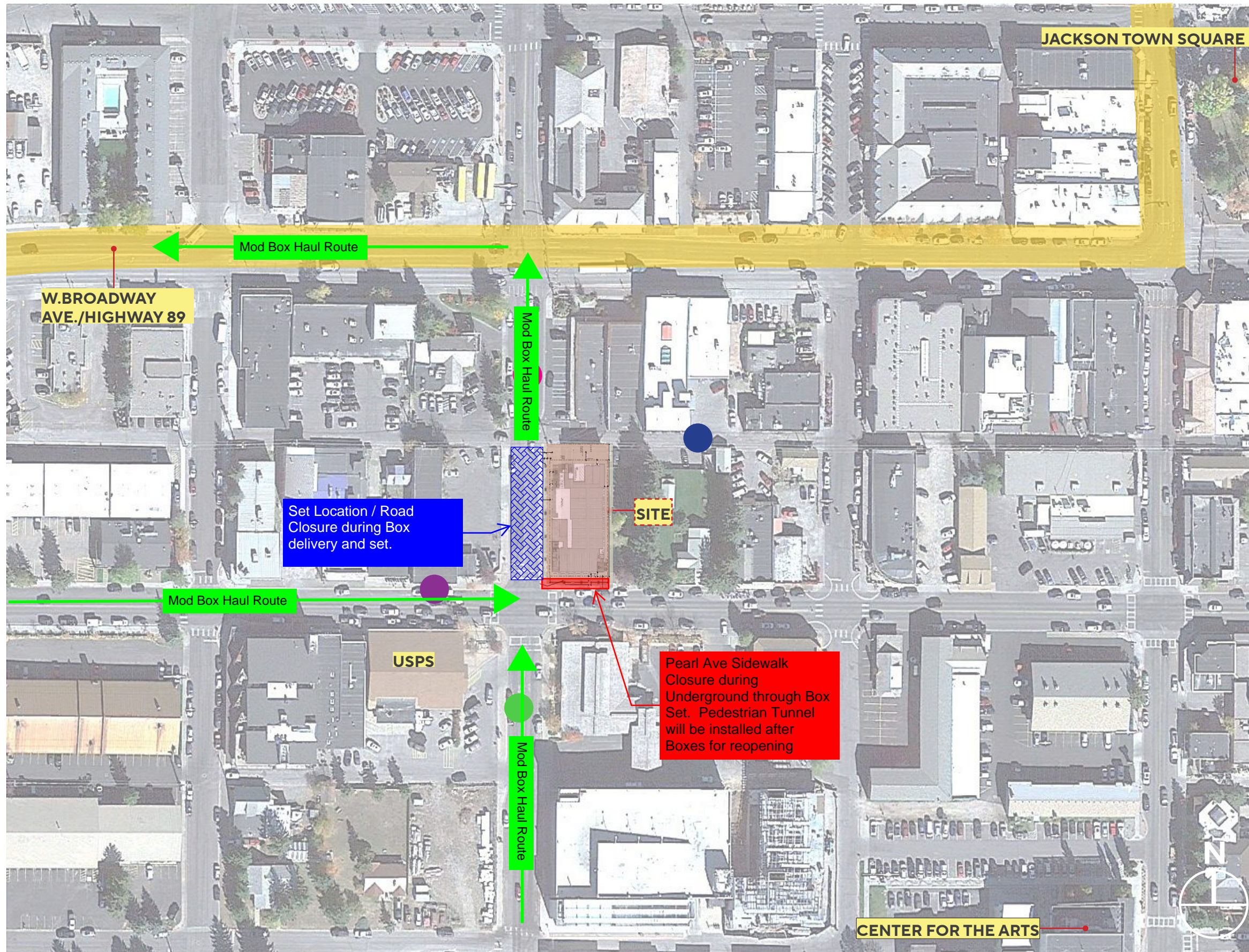
**Modular Unit Staging:**

A staging and shuttling plan will be submitted for approval prior to execution. Our preferred option would include the use of a public or private staging lot within the City limits to avoid a costly and long shuttling sequence. (The closer to the final destination the better).  
The required usage of such a lot is short term and should not exceed 20 working days.

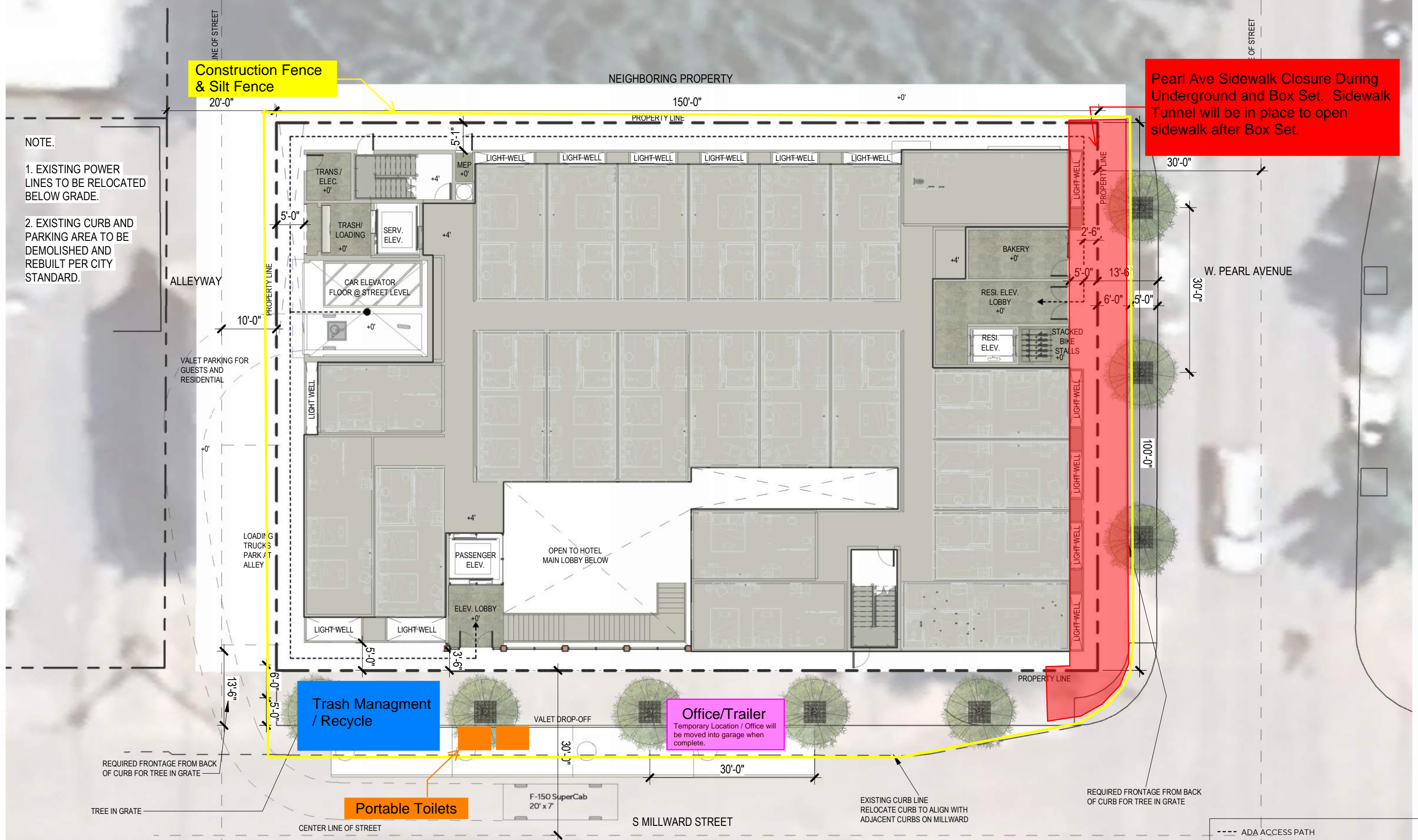
**Attachments:**

Site Logistics Plan  
Modular Shuttle / Set and Stitch Plan









7

# LDR Compliance

DATE: February 27, 2024

TO : Town of Jackson Planning and Zoning Department  
PROJECT : Dauntless- Millward Hotel , 50 S Millward St, Jackson, WY 83001  
RE: Land Development Regulation Compliance and Narrative Project Description

### **Land Development Regulation Compliance**

#### **Zoning : Section 2.2.15 DC-2 Downtown Core – 2**

##### **2.2.15.B.1 Lot Standards**

- ITEM 1: Building Setbacks:
- 1.1 Primary Street Setback range( from back of pedestrian frontage )  
  
Required : ( min-max) 0'-5'  
Provided : 0' ( Millward Street )
  - 1.2 Secondary Street Setback range ( from back of pedestrian frontage )  
  
Required : ( min-max ) 0'-5'  
Provided : min. 0' ; max. 2'6" ( Pearl Avenue )
  - 1.3 Side Interior  
Required : ( min ) 0' or 5'  
Provided : 0' or 5'1"
  - 1.4 Rear  
Required : ( min ) 0' or 5'  
Provided : 0' or 5' ( Alleyway )
  - 1.5 Abutting protected zone  
Required : ( min ) 10'  
Provided : Not Applicable

ITEM 2:        Landscaping Area:

2.1        Landscape Surface Ratio: N/A

2.2        Plant units: N/A

ITEM 3:        Fencing:

3.1        Height in any street or side yard

Required : (max) – 4’

Provided : 3’-6”

3.2        Height in rear yard

Required : ( max ) – 6’

Provided : 6’

3.3        Setback from pedestrian frontage

Required : ( min ) – 1’

Provided : 2’ – 10’

3.4        Setback from side or rear lot line

Required : ( min ) – 0’

Provided : 2’ – 10’

ITEM 4:        Parking Setbacks:

4.1        Primary Street, above ground

Required : ( min ) 30’

Provided : N/A

4.2        Secondary Street, surface parking

Required : ( min ) 30’

Provided : N/A

4.3        Secondary Street, tuck-under, enclosed, or structured parking

Required : (min) – 0’

Provided : 0’

ITEM 5: Access:

5.1 Curb Cut Width

Required : (max.) 24'

Provided : N/A

**2.2.15.B.2 Bulk Standards**

ITEM 6: Street Façade :

6.1 Width of ground and second story in primary street setback range:

6.2.1 % of lot width

Required : ( min ) 80%

Lot width is 150' ->  $150' \times 0.80 = 120'$  min.

Provided : L1 – 139.5' ; L2 – 144.5'

6.2.2 Length from street corner

Required : ( min ) 30'

Provided : L1 – 139.5' ; L2 – 69'

6.2 Width of ground and second story in secondary street setback range:

6.1.1 % of lot width

Required : ( min ) 80%

Lot width is 100' ->  $100' \times 0.80 = 80'$  min.

Provided : L1 – 91.5' ; L2 – 91.5'

6.1.2 Length from street corner

Required : ( min ) 30'

Provided : L1 – 91.5' ; L2 – 91.5'

ITEM 7: Building Height:



7.1 Height(max) if roof pitch <5/12 :

Required : (max ) 42'

Provided : 38' ( Top of roof ) ; 42' ( Top of Parapet )

7.2 Stories :

Required : (max ) 3

Provided : 3 stories above grade + 3 Exempt Basement Levels

7.3 Height (min) in any street setback range :

Required : 16'

Provided : min. Height 38'

ITEM 8: Building Stepback:

8.1 Stepback for any 3<sup>rd</sup> story street façade or street façade over 30' :

Required : (min ) 20'

Provided : 20'

8.2 Encroachment in stepback

Allowed : ( max % of overall façade width ) 40%

Overall façade width along South Millward Street is 147' X 40% -> 58.8' allowed for encroachment. 147' x 60% -> 88.2' (min) 20' step back required.

Provided : 88.25' width of 20' step back

Overall façade width along West Pearl Avenue is 91.5' X 40% -> 36.6' allowed for encroachment. 91.5' x 60% -> 54.90' (min) 20' step back required.

Provided : 55' width of 20' step back

ITEM 9 : Scale of Development:

9.1 Total Lot Area – 15,000 SF

9.2 Allowed Rental FAR 1.3 – 19,500 SF

9.3 2:1 Bonus Housing (Market-Rate Units )– 2,657SF

9.4 2:1 Bonus Housing (Workforce Deed Restricted Units) – 1,343SF

- 9.5 Affordable Deed Restricted Units – 4,509SF
- 9.6 Basement Exempt Area:
  - Occupied – 23,956 SF
  - Basement Parking – 11,394 SF
- 9.7 Total Occupied Area ( Excludes Structured Parking ) – 53,959 SF
- 9.8 Total Building Area Including Parking – 65.353 SF
- 9.9 Total Nightly Rentable SF ( Includes 19,500 Allowed + 23,956 Exempt ) – 43,456 SF

### 2.2.15.B.3 Form Standards

#### ITEM 10: Pedestrian Frontage:

##### 10.1 Trees in Grates

##### 10.1.1 Frontage dimensions

Required : 13.5' min. from back of curb ; 5' min. furnishing/planting area ; 6' min. clear sidewalk width

Provided : 13.5' min. from back of curb ; 5' min. furnishing/planting area ; 6' min. clear sidewalk width

##### 10.1.2 Additional Specifications

Required : Planting type – tree grate ; tree spacing ( on center ) – 30' to 40' ; the furnishing/planting area that is not tree grates shall be hardscape other than slab concrete (e.g. pavers,bricks)

Provided : Complies

#### ITEM 11: Building Frontage Options : Residential

##### 11.1 Story Height:

Required : Ground story height (min) – 9'

Upper story height (min) – 9'

Ground Floor elevation (min/max) – 0'-5'

Provided : Ground story height (min) – 11'

Upper story height (min) –11'

Ground Floor elevation – 4’

11.2 Transparency:

Required : Ground story primary street (min) – 40%

Ground story secondary street (min) – 20%

Upper story, primary/secondary (min) – 20%

Provided : Primary street -

L1 - 1534 SF -> 41% -> 631 SF

L2 - 1590 SF -> 21.4% -> 341 SF

L3 - 1734 SF -> 25% -> 435 SF

Secondary street –

L1 - 1001 SF -> 40% -> 400 SF

L2 - 1001 SF -> 29.47% -> 295 SF

L3 - 1092 SF -> 22.70% -> 248 SF

11.3 Blank Wall:

11.3.1 Blank wall area, primary street

Required : ( max ) 35’

Provided : Complies

11.3.2 Blank wall area, secondary street

Required : ( max ) 35’

Provided : Complies

ITEM 12: Parking Type Options : Underground parking

**2.2.15.B.4 Environmental Standards** Noted, N/A

**2.2.15.B.5 Scenic Standards**

ITEM 13: Exterior Lighting:

- 13.1 Light Trespass is prohibited.  
Site Lighting design prohibits trespass.
- 13.2 All Light Fixtures over 600 Lumens shall be fully shielded.  
All Light Fixtures that are over 600 lumens are fully shielded.
- 13.3 Max Lumens per sf of site development  
Required : 3  
Provided : Will Comply
- 13.4 Lumens per acre of site development (max):  
Required : All Fixtures : 50,000  
Unshielded Fixtures : 2,000  
Provided : Will Comply
- 13.5 Light Color  
Required :  $\leq 3000K$   
Provided : 3000K

ITEM 14: Scenic Resources Overlay (SRO) Standards:

- 14.1 Light Trespass is prohibited.  
Site Lighting design prohibits trespass.

**2.2.15.B.6 Natural Hazard to Avoid** Noted and will comply

**2.2.15.B.7 Signs** Noted and will comply

**2.2.15.B.8 Grading, Erosion Control, Stormwater** Noted and will comply

**2.2.15.B.9 Physical Development Permit Required**

ITEM 14: > 39,000 SF Required:

- Sketch plan
- Development plan
- Building permit

- DRC review

### **2.2.15.C 1 Allowed Uses**

ITEM 15: Allowed Uses:

15.1 Mixed Uses – Residential/Lodging

### **2.2.15.C 2 Use Requirements**

ITEM 16: Use Requirements:

16.1 Parking:

16.1.1 Residential

Parking Factor – 1.5

Residential Unit Count – 10

Parking Stalls:

Required : 15

16.1.2 Commercial:

Hotel Parking Factor – 0.75

Hotel Unit Count – 67

Parking Stalls:

Required : 51

16.1.3 Disability Parking Spaces

Required : 4

Provided : 4

16.1.4 Electrical Vehicle Supply Equipment (EVSE)

Required : ( Other Residential / Lodging )

i. EVSE Capable : 30% -> 79 stalls x 30% = 24 stalls

ii. EVSE Installed : 5% -> 79 stalls x 5% = 4 stalls

Provided :

i. EVSE Capable : 24 stalls ( including installed )

ii. EVSE Installed : 4 stalls

16.1.5 Street Parking Credit – nil

TOTAL PARKING REQUIRED : 67

TOTAL PARKING PROVIDED : 79 ( including 4 ADA )

**2.2.15.C 3 Operational Standards** Noted and will comply

**2.2.15.D 1 Allowed Subdivision and Development Options** Noted

**2.2.15.D 2 Residential Subdivision requirements** Noted

**2.2.15.D 3 Required Subdivision and Development Option Permits** Noted

**6.6.3 Amount of Affordable Workforce Housing Required**

ITEM 17      17.1      Total required : 4.857 units ( see attached housing mitigation calculator )

Conditional Use Permit  
Application and Supporting  
Documentation



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

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

**For Office Use Only**

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

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

**PROJECT.**

Name/Description: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Property Owner \_\_\_\_\_ Applicant/Agent

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

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

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

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

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

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

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



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

Pre-application Conference #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_

Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

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

Have you attached the following?

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

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

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

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

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

\_\_\_\_\_  
Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

*1. Is consistent with the purposes and organization of the LDRs;*

Consistent. The proposed project is within DC-2 Downtown Core 2 with a Lodging Overlay. As defined by the Town of Jackson Design Guidelines and Vision Statement, the proposed project will replace an existing 12-unit nightly rental with on-site parking that creates a challenging pedestrian environment at the street level and provides no public access or amenities. The project furthers the town Vision Statement by proposing a building that is in scale with the surrounding neighborhood and uses high quality, natural materials that can be found throughout the town such as wood, concrete, metal detailing, stone, and punched windows. The design references many of the existing buildings throughout the Town of Jackson by bringing those materials and details into the design. The proposed 3 story above grade building meets the desired goals of compatible infill and redevelopment that fits Jackson's neighborhoods by holding the street frontage with a character-filled building that has varied massing and materials to create a vibrant pedestrian experience. The project will enliven the streetscape with an unconventional subgrade lobby that will be visible from the street and lit by a large skylight, an improved sidewalk with numerous street trees, and a retail window on Pearl Street that will be open to the community. The proposed project will provide lodging and housing capacity (affordable, workforce and market rate), and employment opportunities.

*2. Complies with the use specific standards of Division 6.1;*

Consistent. The proposed project uses of Apartment, Conventional Lodging, and Retail are allowed within the Downtown Core Neighborhood zone under a Basic Permit Use.

*3. Minimizes adverse visual impacts;*

Consistent. As detailed in other areas of this letter, the project is a design-focused, mixed-use building that follows the town design guidelines and takes to heart the mission of creating a building with character, massing and quality that fits within the Town of Jackson. The composition and massing of the building divides each façade into smaller scale areas by using subtle setbacks, changes in materials, and changes in window scales. The materials, window detailing, sconce-style lighting and canopies are all designed in authentic, long-lasting materials that reference the local architecture and surrounding environment. All parking, service entries and utilities will be screened from the public view and are focused along the alleyway.

*4. Minimizes adverse environmental impacts;*

Consistent. As an urban infill development, the project does not remove any native landscape or habitat for flora or fauna. The project maximizes density while following all setback and FAR requirements which creates an efficient project that provides both housing, lodging, and employment all within the existing urban footprint. The project proposes using modular construction for the hotel and residential floors which results in a significant reduction to the carbon footprint as modular construction reduces waste and construction time. Construction time savings is anticipated between 36% - 42%. Construction waste reduction is anticipated between 34% - 39%. The reduced time also reduces subcontractor travel and public right of way impacts which often

negatively affect the surrounding neighborhood. The proposed automated parking system also contributes to the positive environmental impacts by reducing the square footage required to park the same number of cars. Automated parking garages can have reduced lighting and mechanical requirements which can save energy. All plumbing fixtures will be low-flow and lighting will be LED. Mechanical systems will be specified to be energy efficient models.

*5. Minimizes adverse impacts from nuisances;*

Consistent. All construction related impacts will be mitigated and are addressed in detail in the Construction Management Plan in Section 6 of this letter. All exterior lighting will be consistent with Town regulations and will comply with dark sky regulations. Noise impacts will be minimal as the hotel lobby is subterranean and the street level lobby is only an access point to the elevator and stairs and will not lend itself to guests idling on the sidewalk. The communal exterior patio spaces on the 3<sup>rd</sup> floor for both the hotel and residents will have hours of operations from 8am – 10pm and will not have any permanent food and beverage setup. All bulk deliveries and trash/recycling pickup will be coordinated to occur at off-peak hours for hotel guest check-in/check-out to minimize the potential for alley congestion.

*6. Minimizes adverse impacts on public facilities;*

Consistent. The proposed project will not have significant impacts on public facilities and services. The proposed development will connect to Town water and sewer systems which exist in the adjacent streets and alley. The proposed development will provide 67 hotel rooms and a hotel guest only bar with light food options and 10 residential units. The single building will consolidate sewer connections within the project to reduce connection points to the Town wastewater system. On-Site parking is provided beyond the requirements of the LDRs via an automated, all valet system that expedites the movement of cars and will minimize traffic demands on the alley and on town and county roadways. The project provides 2 new public parking spaces and 2 valet loading spaces along Millward which will be an added benefit to the community. New utility connections to the Town of Jackson services will be incorporated as part of this project. Impacts to schools and parks will be minimal. Impacts to police, fire, EMS facilities will not be significant as the proposed project will provide fire sprinklers throughout the building, secure entries for the hotel and residents, and a gurney compliant elevator which is an improvement over the existing property.

*7. Complies with all other relevant standards of these LDRs and all other Town Ordinances;*

Consistent. The proposed project complies with the zone-specific standards in the Design guidelines. The proposed project follows all relevant standards of the Land Development Regulations (LDRs) for the DC-2 zone with a lodging overlay as stated in the vision statement for the Jackson/Teton County Comprehensive Plan adopted November 2020. The proposed project is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through December of 2024.

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

Consistent. The subject property has not received any applicable development permits or approvals related to the proposed physical development.

### **Impact Statement Regarding Groundwater and Water Quality:**

Consistent. See attached letter from Nelson Engineering (civil and geotechnical engineer) addressing this concern. Also attached to this submittal is the geotechnical report which addresses the water table.

### **Impact Statement Regarding Registered Historic Resource at 155 W. Pearl Ave.**

The design has been updated to respond to the neighboring historic resource and a statement has been added on the building design in the design narrative in the package. Copied here for reference. The building uses massing and scale, as well as natural materials such as wood, thin brick, cut stone, concrete, metal detailing, stepped back forms and punched windows to ensure it meets the goals represented in the overlay district design guidelines. The new building's east facade complements the historic house with the third floor's dark wood siding which echoes the historic clapboard siding. At the stair tower, a horizontal wood slat wall has been added to reduce the area of painted surface and also reference the thick mortar lines seen in the historic cabin's log facade. By separating the third floor from the lower levels, the building presents as a two-floor building, creating a more respectful facade to face the historic property line. The design team reduced the number of third-floor patios and will prioritize maintaining or replacing the existing trees to ensure a natural privacy barrier between the properties. The design guidelines encourage the use of historic materials in contemporary ways and we believe the building embodies the intent of the guidelines.

The proposed project has provided a 5' setback from the property line to allow for space to preserve the existing trees on the neighboring property. The applicant is committed to finding a satisfactory solution to addressing the trees, may it be heavy pruning and root protection during construction, or replacement with very large specimens of an iconic local tree that would equally celebrate the history of the neighboring historic site. The project team is in conversation with a local arborist who is performing a tree health study to understand the condition of the existing trees. In late fall of 2024, one of the existing trees fell on a windy day, narrowly missing the historic shed and blocking the alley. The preliminary visual inspection of the trees provided by the arborist found that the trees may be nearing their urban life span and more trees may come down naturally in the near future. The applicant will share the results of this study once they are available.



February 26, 2025

DD/23-414-03

Town of Jackson Planning Department  
Jackson, WY

**RE: CUP Application in association with Sketch Plan P25-007  
50 S Millward Street Hotel, Teton County, Wyoming  
Impact Statement regarding Groundwater and Water Quality**

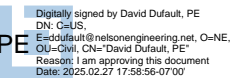
Dear Planning:

Groundwater and water quality will not be impacted by this project.

The groundwater level estimated in the Geotechnical Report is conservative and addresses very infrequent flood type events. In ground construction will be scheduled outside of the flood season, therefore, no pumping or contact/impact on groundwater is anticipated during construction.

During high groundwater periods, if the water rises to the basement level, the minimal depth of the building below groundwater levels will have no impact to the groundwater quality. The structural engineer will design the foundation to be waterproof and structurally to meet the hydrostatic pressure of ground water. No pumping of groundwater (dewatering) will be required during operations of the hotel.

Sincerely,

David Dufault, PE   
Digitally signed by David Dufault, PE  
DN: cn=US,  
E=d.dufault@nelsonengineering.net, o=NE,  
ou=Civil, cn="David Dufault, PE"  
Reason: I am approving this document  
Date: 2025.02.27 17:58:56-07'00

Dave Dufault, PE  
Senior Project Manager

Encl.

Architectural Plans,  
Renderings and Digital  
Material Board



# **HOTEL**

JACKSON, WY

**CONCEPT DESIGN | FEBRUARY 27, 2025**



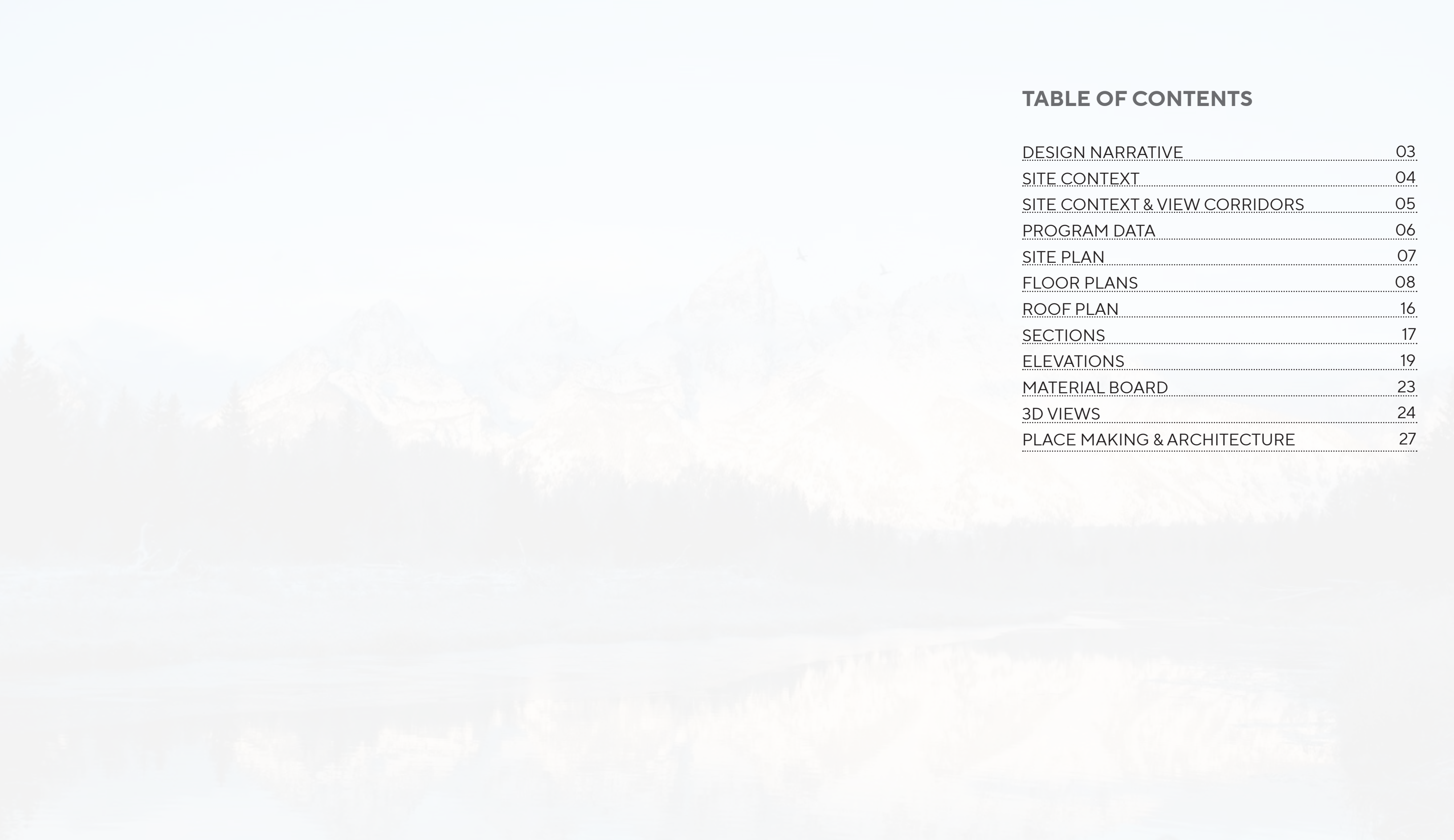


TABLE OF CONTENTS

DESIGN NARRATIVE	03
SITE CONTEXT	04
SITE CONTEXT & VIEW CORRIDORS	05
PROGRAM DATA	06
SITE PLAN	07
FLOOR PLANS	08
ROOF PLAN	16
SECTIONS	17
ELEVATIONS	19
MATERIAL BOARD	23
3D VIEWS	24
PLACE MAKING & ARCHITECTURE	27



DESIGN NARRATIVE:

LOCATED ON THE NORTHWEST CORNER OF MILLWARD STREET AND PEARL AVENUE, THIS PROJECT INCLUDES A 67 GUESTROOM HOTEL ALONG WITH 10 RESIDENTIAL UNITS. THE HOTEL ENTRANCE VESTIBULE AND ELEVATOR FRONTS MILLWARD STREET. HOTEL AMENITIES INCLUDE A WELCOMING LOBBY WITH A SPECTACULAR SKYLIGHT, LOBBY BAR, BREAKFAST BUFFET, AFTERNOON TAPAS, AND OTHER CURATED SOCIAL EVENTS INTENDED STRICTLY FOR HOTEL GUESTS AND BUILDING RESIDENTS. ADDITIONAL GUEST AMENITIES INCLUDE A FITNESS FACILITY, ROOFTOP LOUNGE, AND AN INDOOR POOL. HOTEL GUESTROOMS RING THE PERIMETER OF THE PROPERTY PROVIDING VIEWS TO THE TOWN AND BASEMENT LEVEL ROOMS HAVE OUTDOOR LIGHT WELLS TO PROVIDE LIGHT AND AIR.

THE RESIDENTS WILL HAVE ITS OWN SEPARATE ENTRY VESTIBULE AND LOBBY FRONTING PEARL AVENUE, THE TOP 2 FLOORS CONTAINING THE RESIDENTIAL UNITS WITH SOME UNITS HAVING GENEROUS OUTDOOR PATIOS FACING THE TOWN. THIS BUILDING WILL BE SYMBIOTIC IN THAT THE RESIDENTS AND THE HOTEL GUESTS MAY SHARE THE FACILITIES.

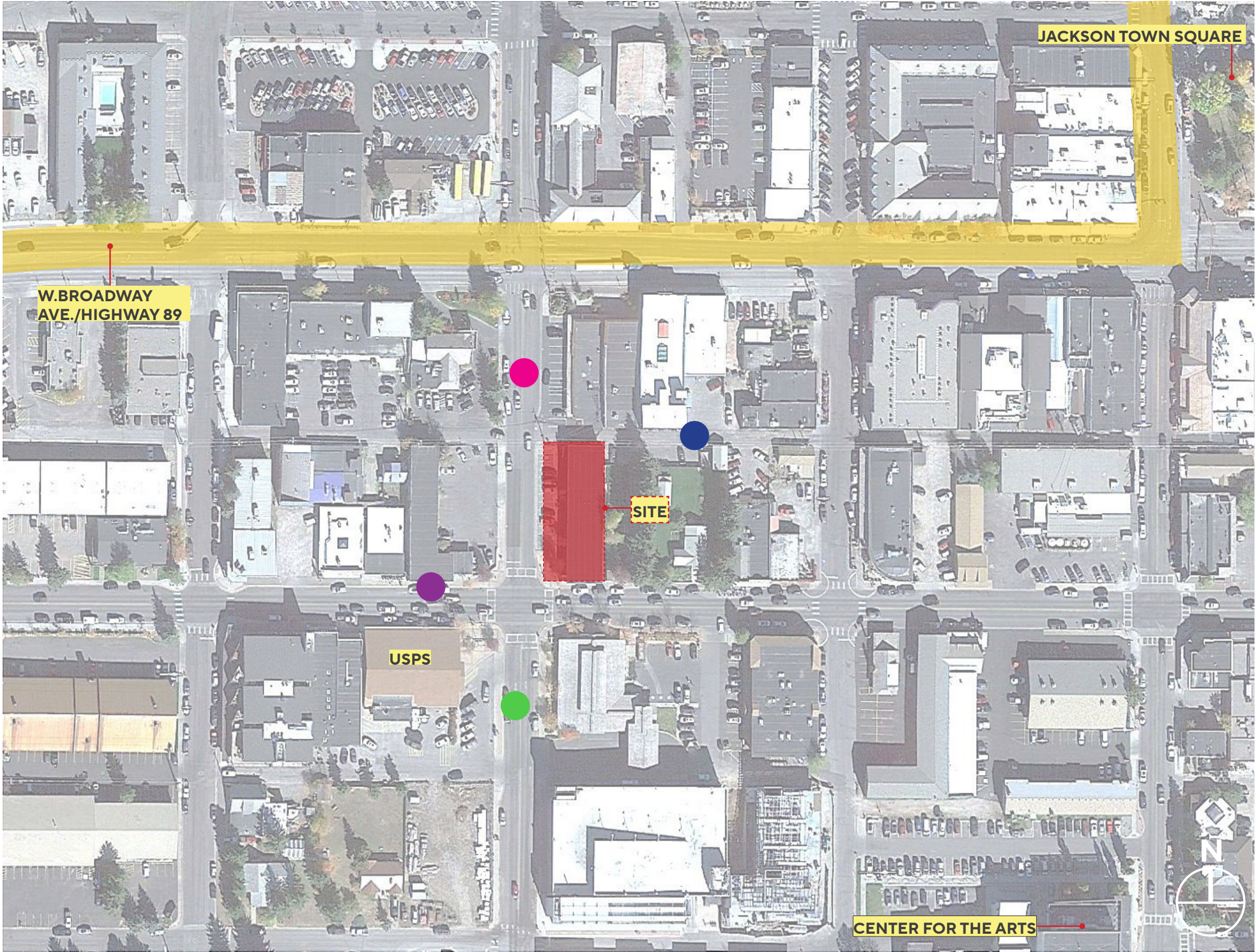
PARKING WILL BE PROVIDED PER CODE AND INCLUDES 79 PARKING STALLS USING A STACKED, AUTOMATED PARKING SYSTEM, EV CHARGING STALLS, AND 10 BIBYBLE PARKING SPACES. PARKING ACCESS WILL BE BY VALET IN AN AUTOMATED PARKING LIFT THAT IS ACCESSED VIA THE ALLEY. THE TOTAL BUILDING AREA IS 65,353 SF. THE PROJECT IS DESIGNED PER THE LAND DEVELOPMENT REGULATIONS, AS WELL AS THE SPECIAL OVERLAY DISTRICTS.

THE BUILDING USES MASSING AND SCALE, AS WELL AS NATURAL MATERIALS SUCH AS WOOD, THIN BRICK, CUT STONE, CONCRETE, METAL DETAILING, STEPPED BACK FORMS AND PUNCHED WINDOWS TO ENSURE IT MEETS THE GOALS REPRESENTED IN THE OVERLAY DISTRICT DESIGN GUIDELINES. THE NEW BUILDING’S EAST FACADE COMPLEMENTS THE HISTORIC HOUSE WITH THE THIRD FLOOR’S DARK WOOD SIDING WHICH ECHOES THE HISTORIC CLAPBOARD SIDING. AT THE STAIR TOWER, A HORIZONTAL WOOD SLAT WALL HAS BEEN ADDED TO REDUCE THE AREA OF PAINTED SURFACE AND ALSO REFERENCE THE THICK MORTAR LINES SEEN IN THE HISTORIC CABIN’S LOG FACADE. BY SEPARATING THE THIRD FLOOR FROM THE LOWER LEVELS, THE BUILDING PRESENTS AS A TWO-FLOOR BUILDING, CREATING A MORE RESPECTFUL FACADE TO FACE THE HISTORIC PROPERTY LINE. THE DESIGN TEAM REDUCED THE NUMBER OF THIRD-FLOOR PATIOS AND WILL PRIORITIZE MAINTAINING OR REPLACING THE EXISTING TREES TO ENSURE A NATURAL PRIVACY BARRIER BETWEEN THE PROPERTIES. THE DESIGN GUIDELINES ENCOURAGE THE USE OF HISTORIC MATERIALS IN CONTEMPORARY WAYS AND WE BELIEVE THE BUILDING EMBODIES THE INTENT OF THE GUIDELINES.











PROJECT DATA

LOT AREA: 15,000 SF  
ALLOWABLE COMMERCIAL FAR 1.3 RATIO: 19,500 SF  
TOTAL COMMERCIAL FAR : 19,326 SF

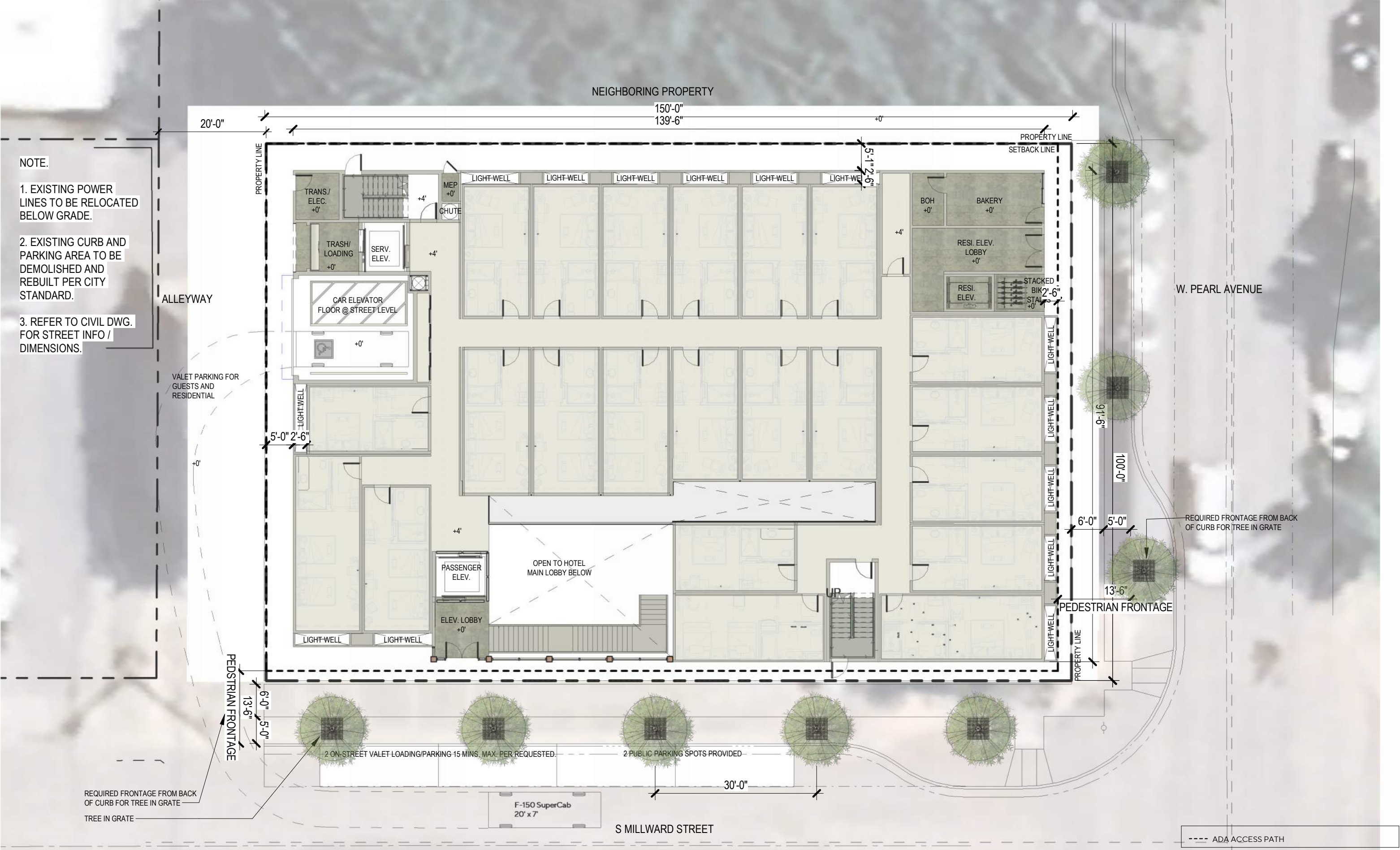
COMMERCIAL FAR		
EXEMPT		
<div></div> LEVELS B1, B2 and B3		23,956
<div></div> B3 PARKING		11,394
<div></div> RESIDENTIAL (2:1 BONUS HOUSING - MARKET RATE UNITS)		2,657
<div></div> RESIDENTIAL (2:1 BONUS HOUSING -WORKFORCE DEED RESTRICTED UNITS)		1,343
<div></div> RESIDENTIAL (AFFORDABLE DEED RESTRICTED UNITS)		4,509
<div></div> SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)		2,168
TOTAL EXEMPT		46,027
COMMERCIAL FAR		
<div></div> HOTEL BASE FAR		15,774
<div></div> HOTEL CIR. / FACILITY		1,384
<div></div> SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)		2,168
TOTAL COMMERCIAL FAR		19,326
TOTAL BUILDING SQUARE FOOTAGE( NOT including parking )		53,959
TOTAL BUILDING SQUARE FOOTAGE- ABOVE GROUND		30,003

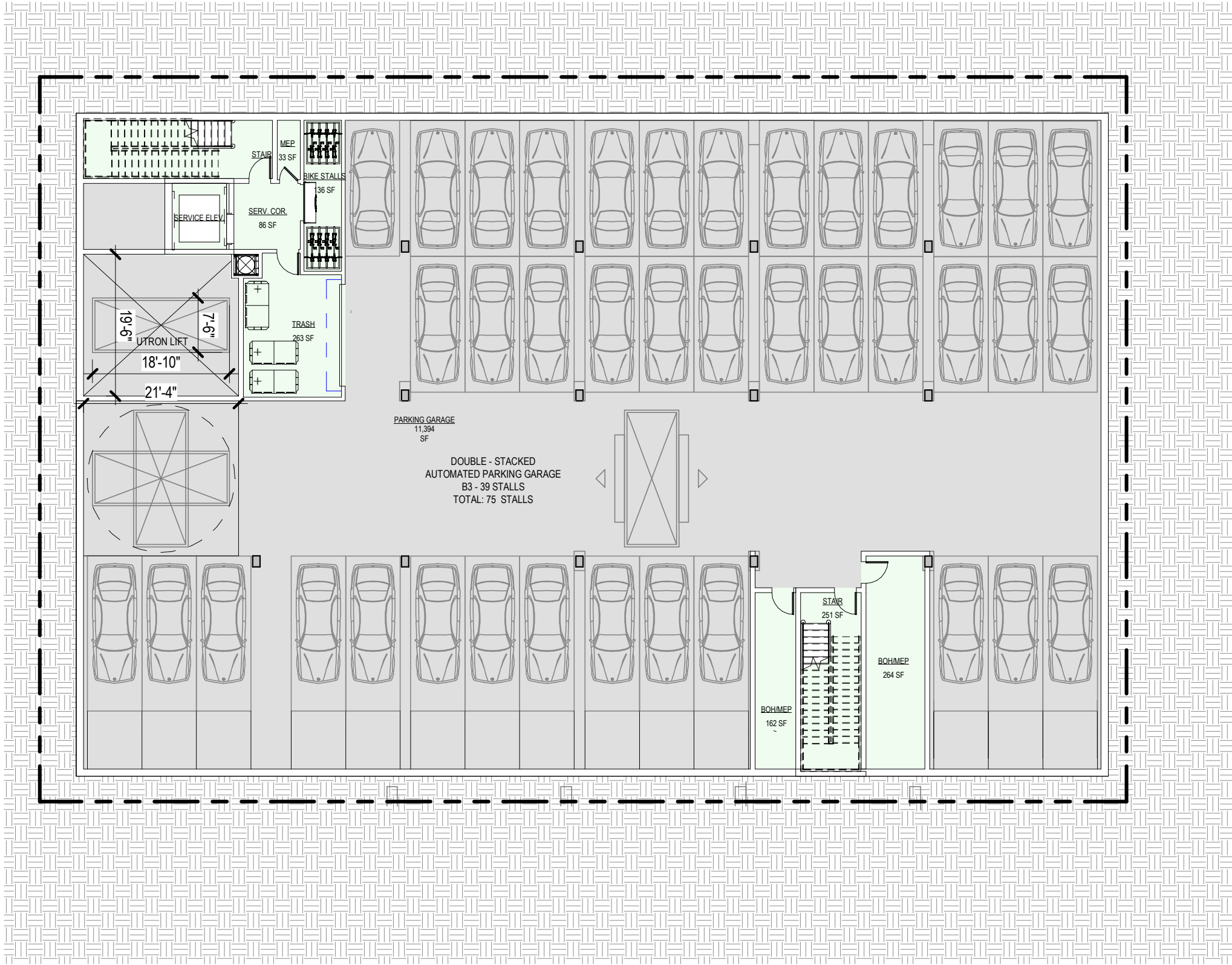
SCALE OF DEVELOPMENT		
ALLOWED NIGHTLY COMMERCIAL RENTAL FAR 1.3 :		19,500 SF
2:1 BONUS HOUSING ( MARKET -RATE )		2,657 SF
2:1 BONUS HOUSING ( WORKFORCE DEED RESTRICTED UNITS )		1,343 SF
AFFORDABLE DEED RESTRICTED UNITS		4,509 SF
BASEMENT EXEMPT AREA:		
OCCUPIED AREA		23,956 SF
BASEMENT PARKING		11,394 SF
TOTAL OCCUPIED AREA (EXCLUDES STRUCTURED PARKING):		53,959 SF
TOTAL AREA INCLUDING PARKING:		65,353 SF
TOTAL NIGHTLY COMMERCIAL RENTABLE SF		43,456 SF
(INCLUDES 19,500 ALLOWED + 23,956 EXEMPT)		

AREA BREAKDOWN BY LEVELS	
B3	14,392 SF
B2	11,982 SF
B1	8,975 SF
STREET	929 SF
L1	8,975 SF
L2	11,063 SF
L3	9,037 SF
TOTAL	65,353 SF

BUILDING PROGRAM		QTY
RESIDENTIAL		10 UNITS
COMMERCIAL		
HOTEL		67 KEYS

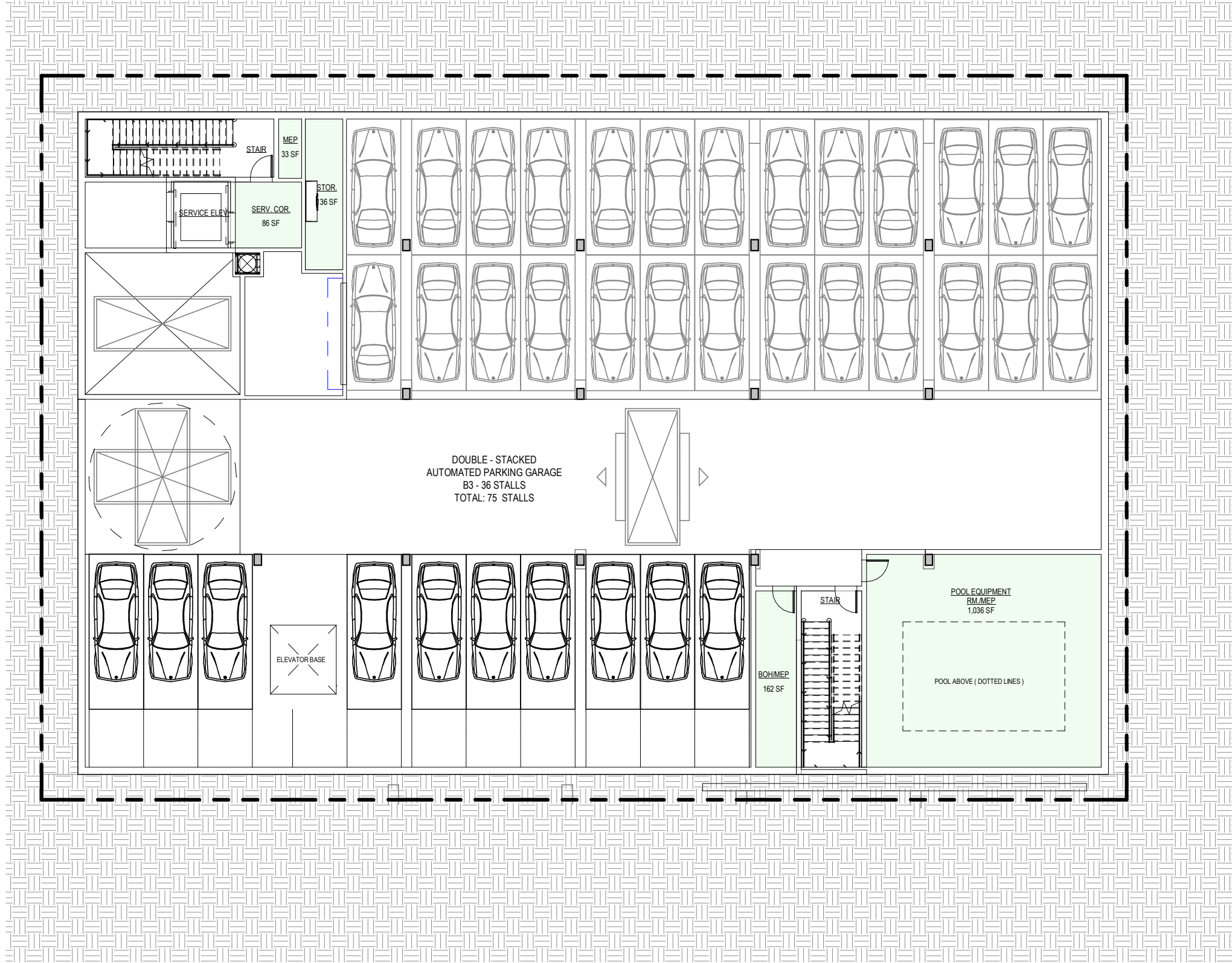
PARKING		# OF UNITS	PARKING REQUIRED
PARKING REQUIRED			
RESIDENTIAL		10 UNITS	15 1.5 pkg ratio
HOTEL		67 KEYS	51 .75 pkg ratio
COMMERCIAL			
BAKERY SHOP	AREA	261 SF	1 2.25/1,000sf
PARKING PROVIDED			
LEVEL B3 BASEMENT PARKING			71
LEVEL B3 ADA PARKING			4
STREET PARKING :			
VALET LOADING/PARKING 15MINS MAX. PER REQUESTED			2
PUBLIC PARKING SPOTS PROVIDED			2
TOTAL PARKING REQUIRED			67
TOTAL PARKING PROVIDED			79
EV PARKING REQUIRED	24 Total (24 capable including 4 installed)		5% included in 30%
EV PARKING PROVIDED	24 Total (24 capable including 4 installed)		5% included in 30%
BICYCLE PARKING REQUIRED			8 1/10 non resi parking
BICYCLE PARKING PROVIDED ( ON STREET )			10



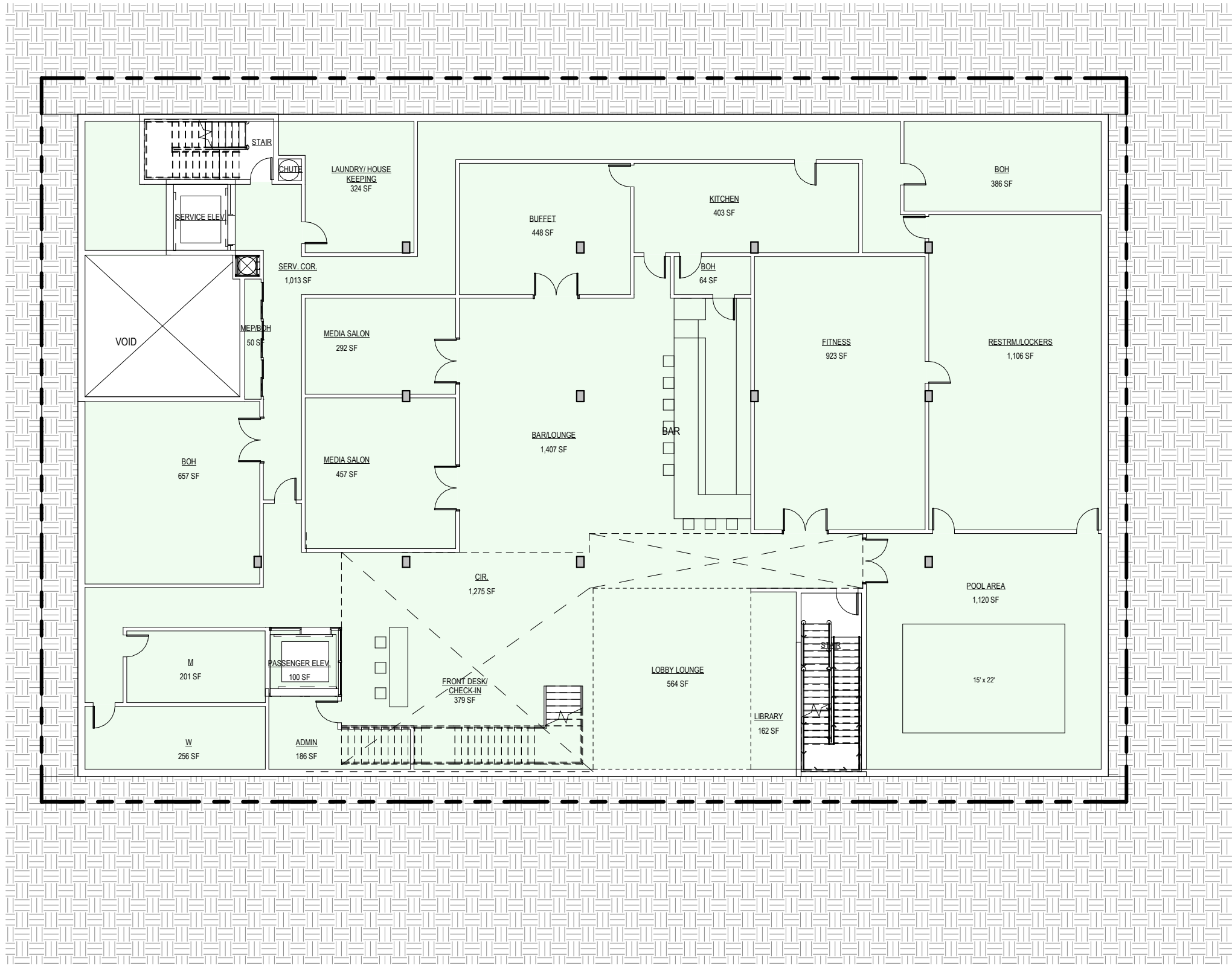


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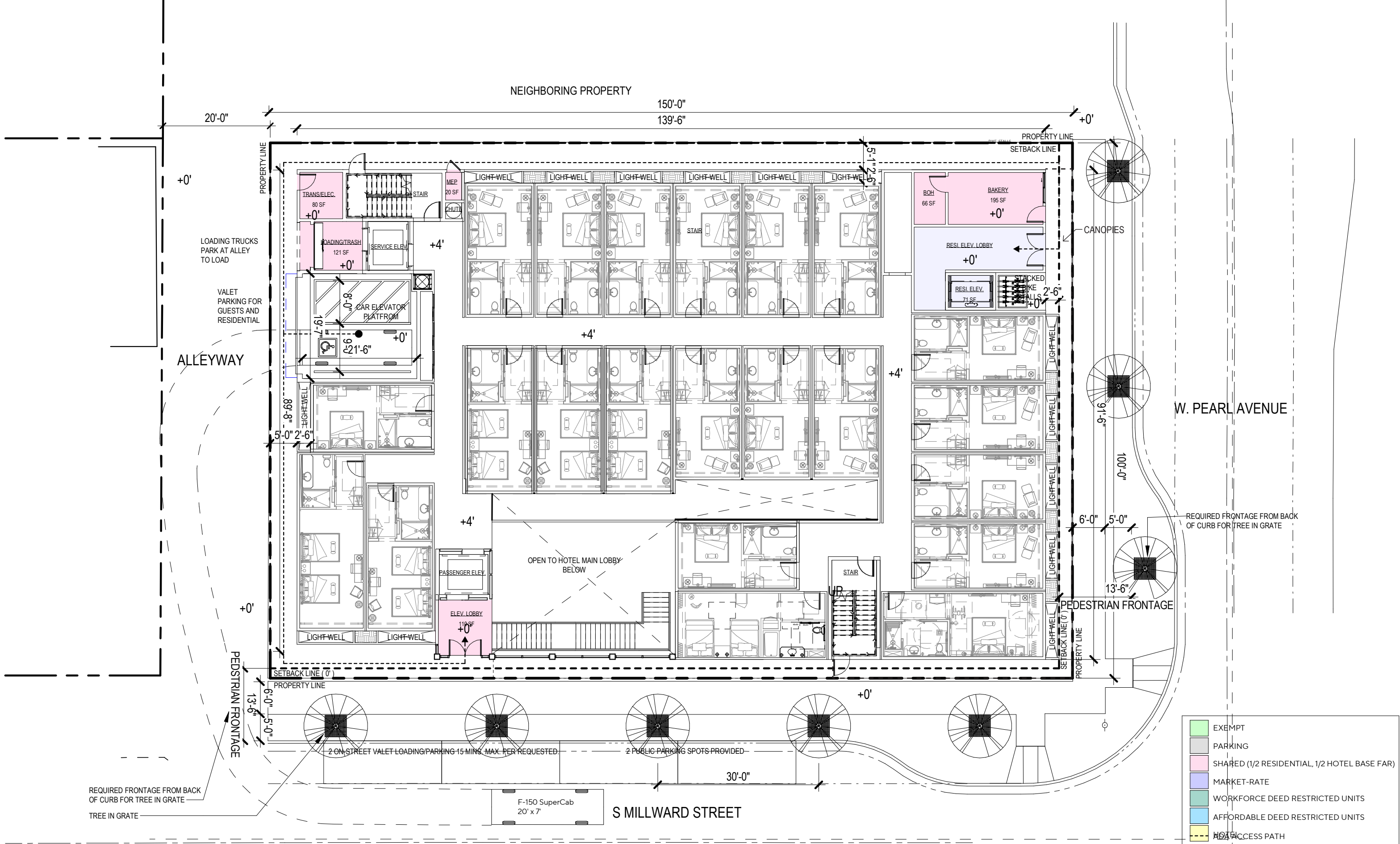
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- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL



- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- MARKET-RATE
- WORKFORCE DEED RESTRICTED UNITS
- AFFORDABLE DEED RESTRICTED UNITS
- HOTEL



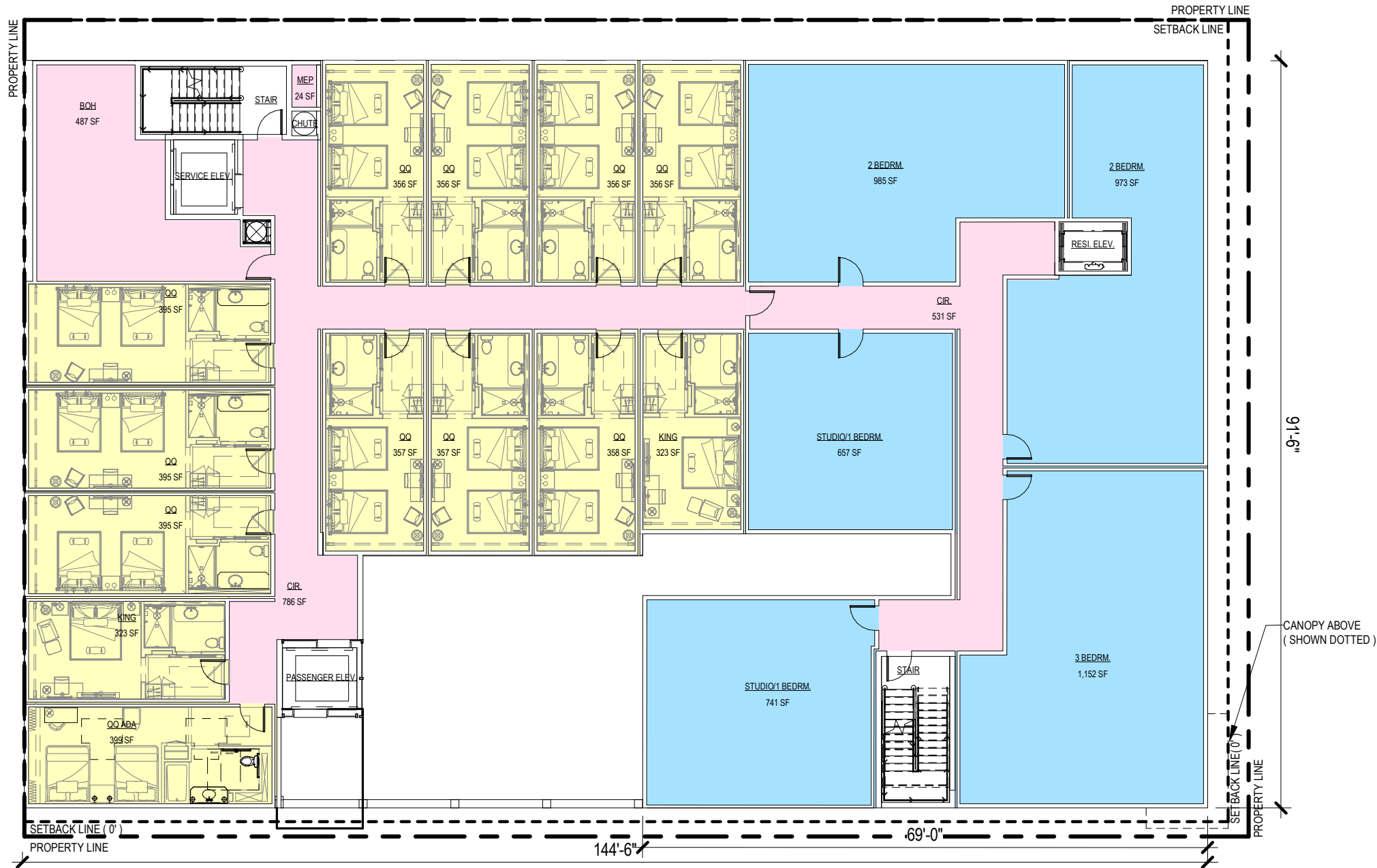




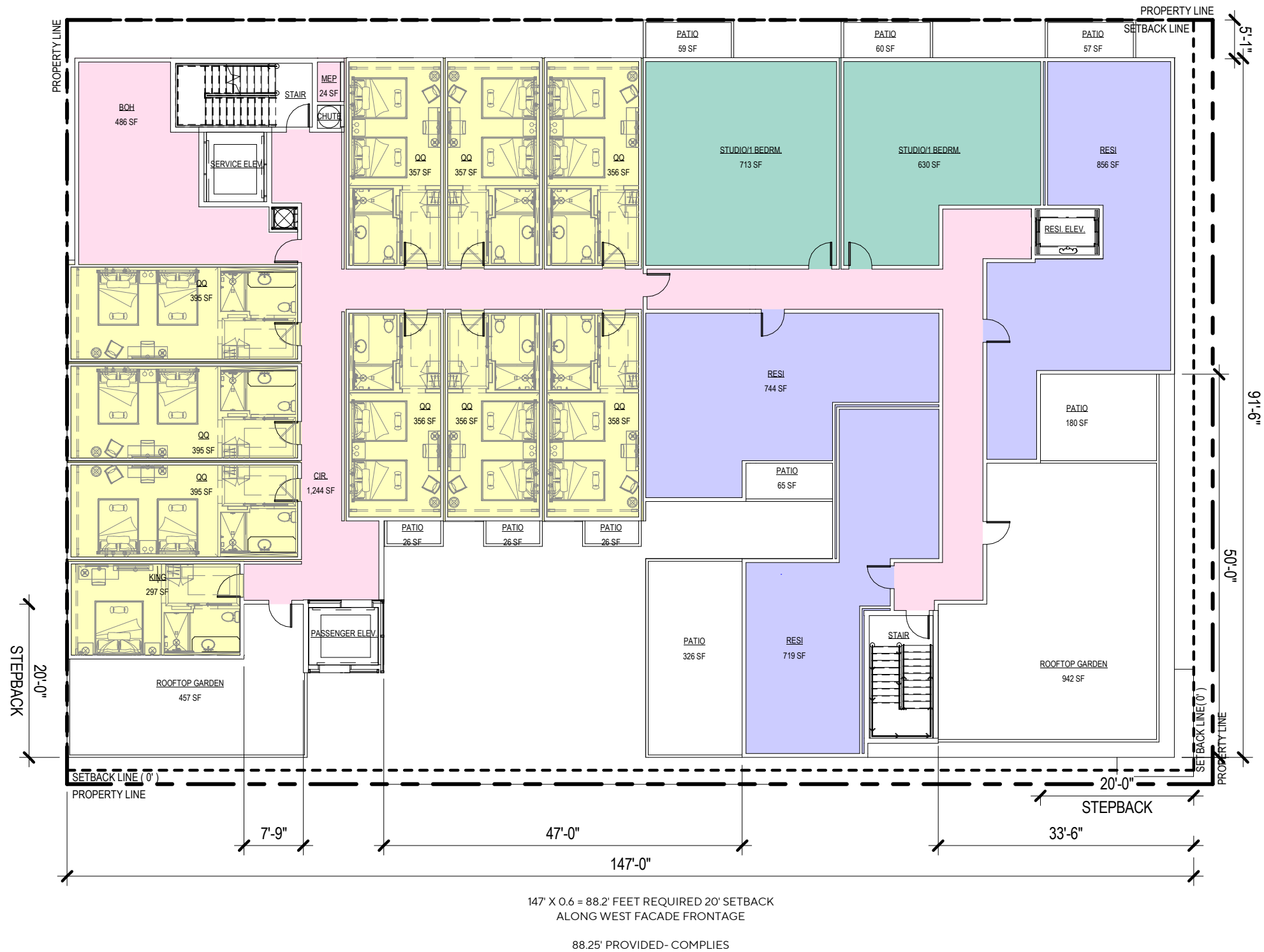




**FLOOR PLAN - LEVEL 2**

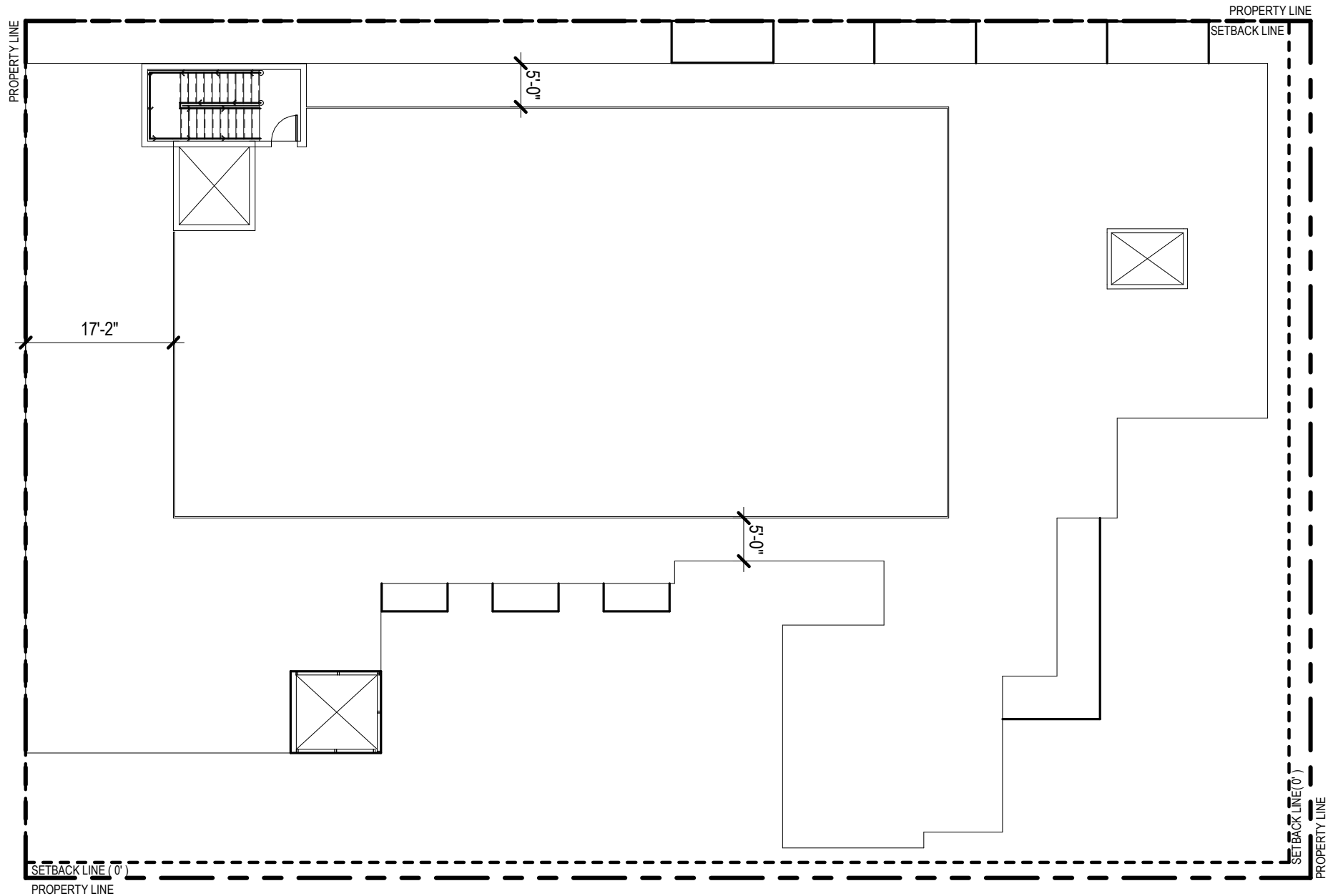


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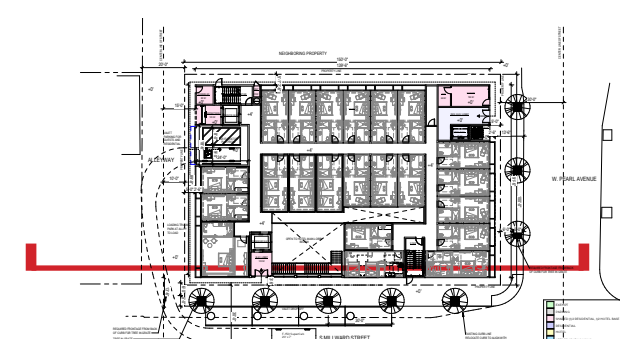
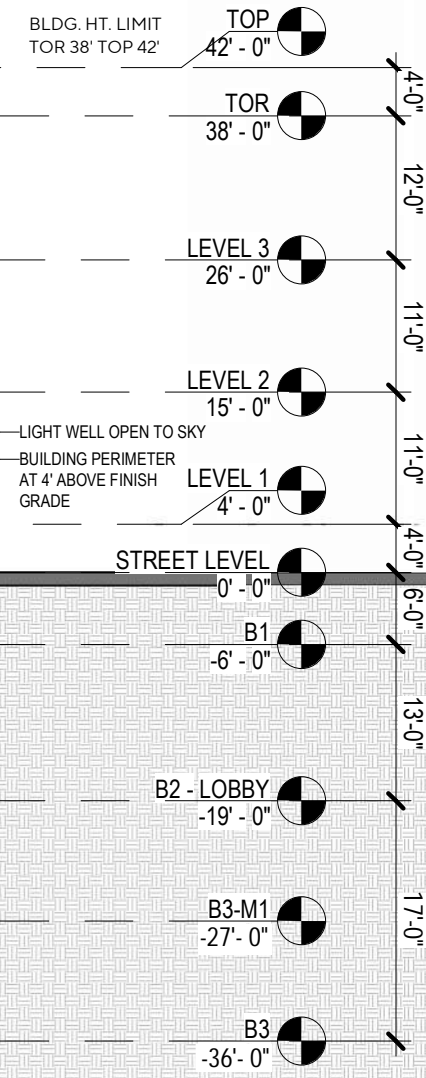
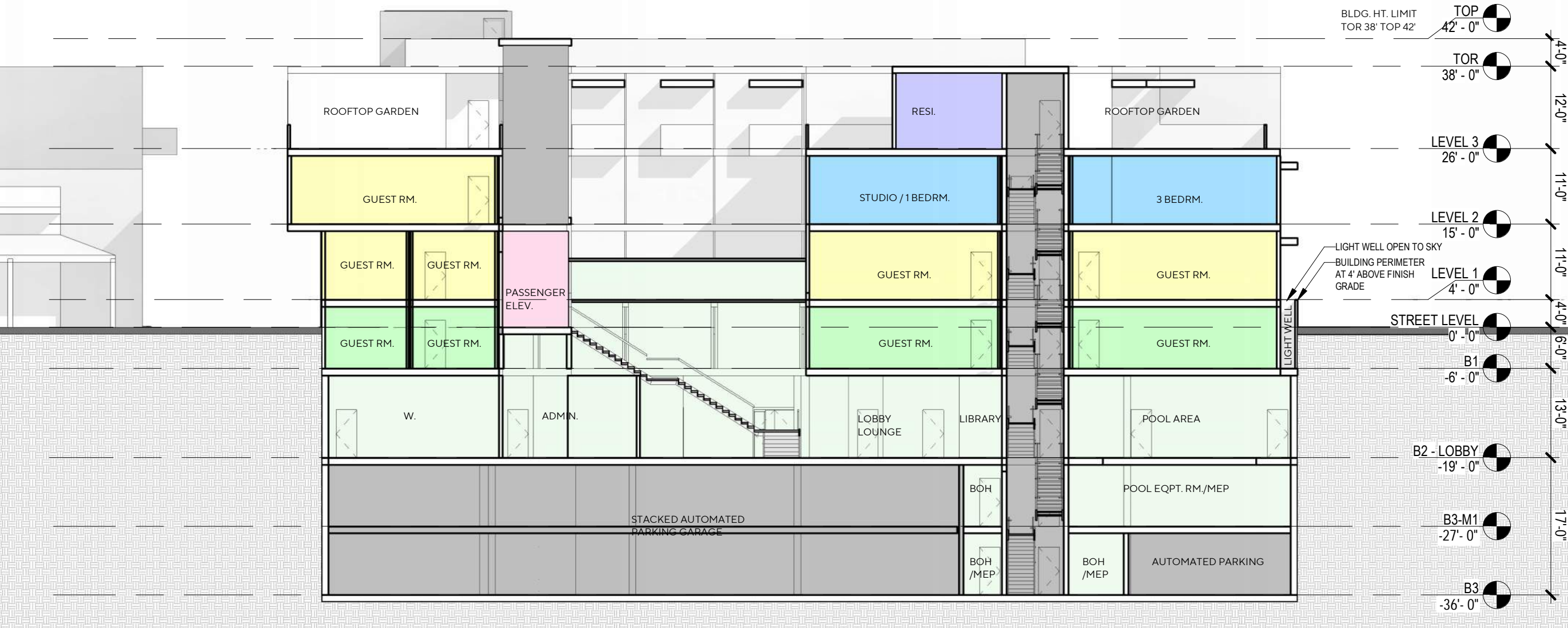


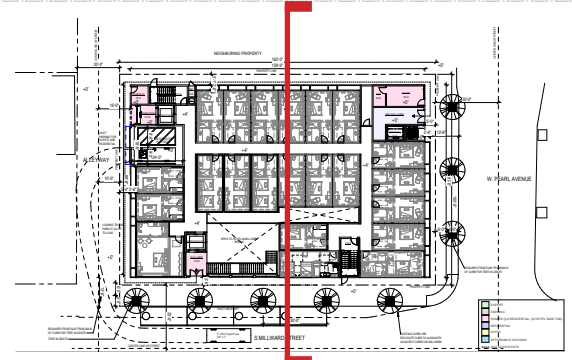
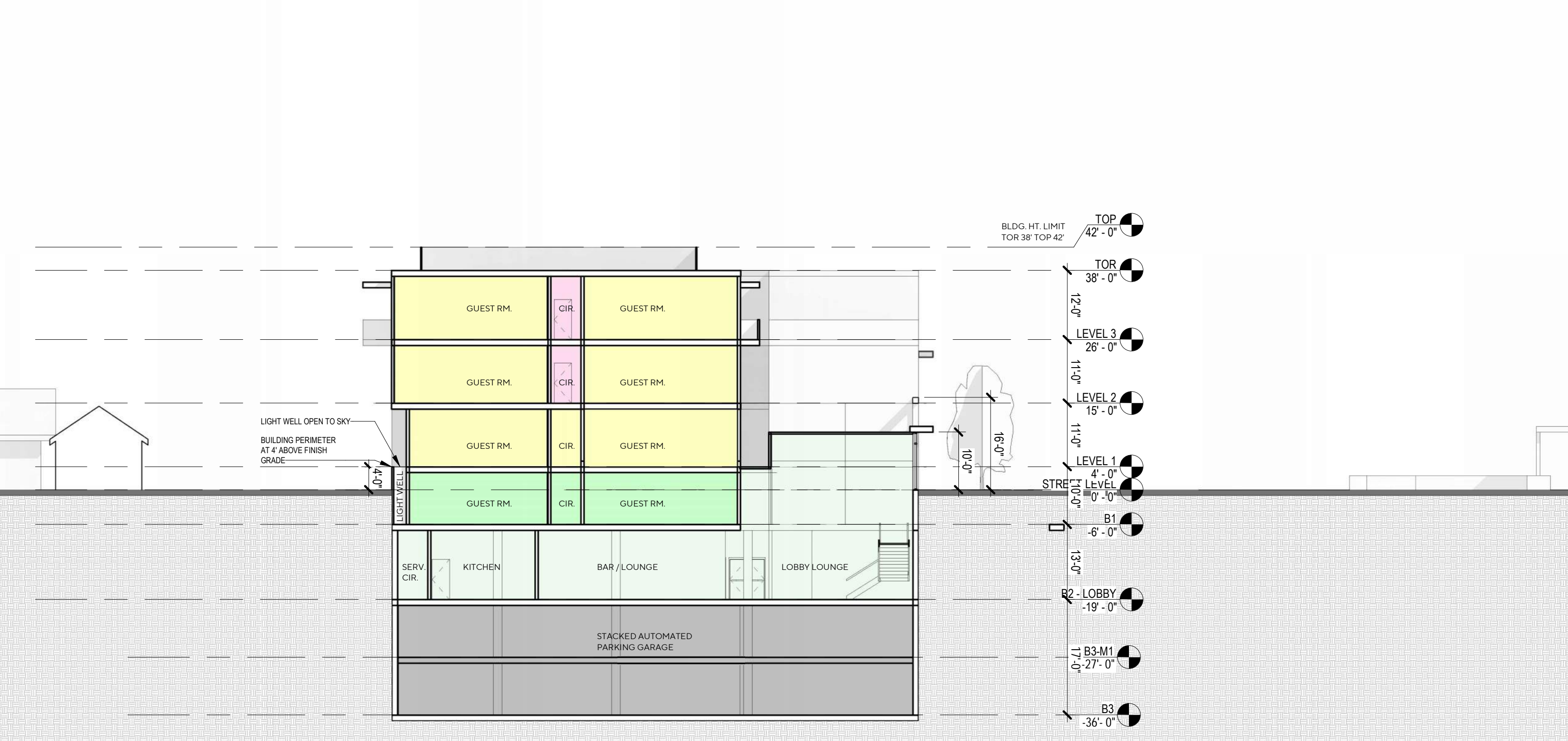
EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL





EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
MARKET-RATE
WORKFORCE DEED RESTRICTED UNITS
AFFORDABLE DEED RESTRICTED UNITS
HOTEL










TRANSPARENCY REQUIRED (MIN). :  
Ground story primary street (min) – 40%  
Upper story, primary (min) – 20%

L1 - 1534 SF -> 40% -> 614 SF  
L2 - 1590 SF -> 20% -> 318 SF  
L3 - 1734 SF -> 20% -> 347 SF

PROVIDED:  
L1 - 1534 SF -> 41% -> 631 SF  
L2 - 1590 SF -> 21.4% -> 341 SF  
L3 - 1734 SF -> 25% -> 435 SF

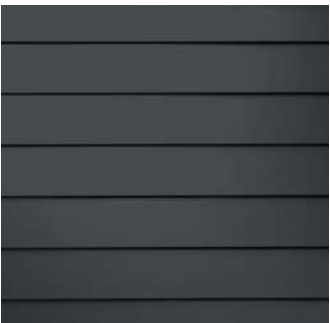
WEST ELEVATION - MILLWARD ST.

CT1




THIN BRICK VENEER  
TUSCAN BRICK

WD1




HARDIE BOARD  
LAST EMBERS

WD2




CORONADO STONE  
TEXAS RUBBLE - SUMMER COTTAGE

BC




BOARD FORMED CONCRETE

WS1




WOOD SLAT RAIN SCREEN

GL1




DOUBLE GLAZED LOW-E  
WINDOW GLAZING SYSTEM

P1




MFR: SHERWIN WILLIAMS BED  
BED ROCK SW9563  
PAINTED PLASTER SURFACE

MP




METAL PANELS / CANOPIES  
BLACK

HT



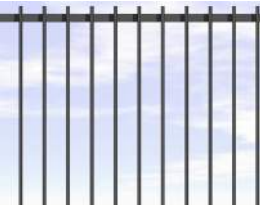
HEAVY TIMBER

STL



STEEL CHANNEL  
PAINT COLOR TO MATCH  
MP

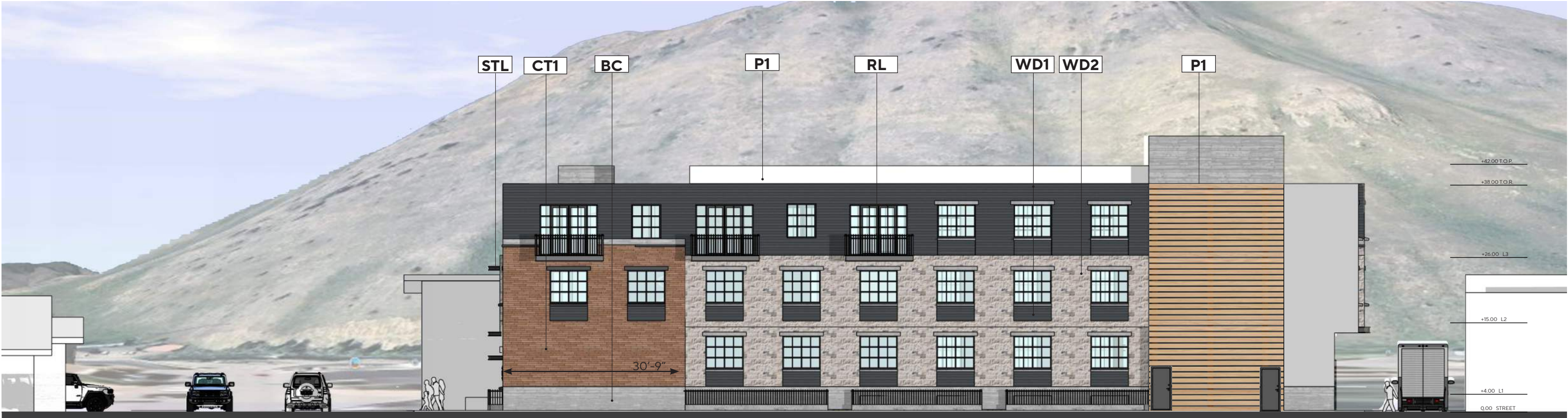
RL



METAL RAILING  
PAINT COLOR TO MATCH  
MP

MATERIAL FINISHES:





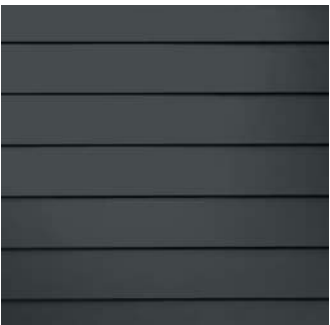
EAST ELEVATION

**CT1**



THIN BRICK VENEER  
TUSCAN BRICK

**WD1**



HARDIE BOARD  
LAST EMBERS

**WD2**



CORONADO STONE  
TEXAS RUBBLE - SUMMER COTTAGE

**BC**



BOARD FORMED CONCRETE

**WS1**



WOOD SLAT RAIN SCREEN

**GL1**




DOUBLE GLAZED LOW-E  
WINDOW GLAZING SYSTEM

**P1**



MFR: SHERWIN WILLIAMS BED  
BED ROCK SW9563  
PAINTED PLASTER SURFACE

**MP**



METAL PANELS / CANOPIES  
BLACK

**HT**



HEAVY TIMBER

**STL**



STEEL CHANNEL  
PAINT COLOR TO MATCH  
MP

**RL**




METAL RAILING  
PAINT COLOR TO MATCH  
MP





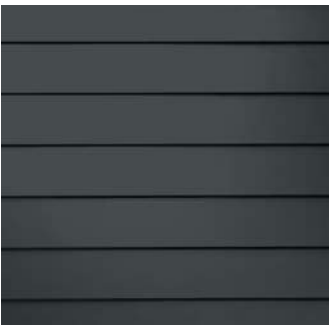
NORTH ELEVATION - ALLEYWAY

CT1




THIN BRICK VENEER  
TUSCAN BRICK

WD1




HARDIE BOARD  
LAST EMBERS

WD2



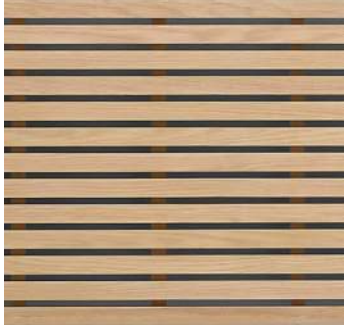
CORONADO STONE  
TEXAS RUBBLE - SUMMER COTTAGE

BC




BOARD FORMED CONCRETE

WS1




WOOD SLAT RAIN SCREEN

GL1




DOUBLE GLAZED LOW-E  
WINDOW GLAZING SYSTEM

P1




MFR: SHERWIN WILLIAMS BED  
BED ROCK SW9563  
PAINTED PLASTER SURFACE

MP




METAL PANELS / CANOPIES  
BLACK

HT



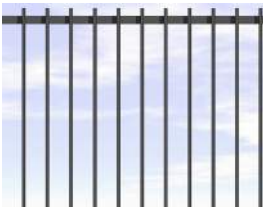
HEAVY TIMBER

STL



STEEL CHANNEL  
PAINT COLOR TO MATCH  
MP

RL



METAL RAILING  
PAINT COLOR TO MATCH  
MP



TRANSPARENCY REQUIRED (MIN). :  
Ground story secondary street (min) – 20%  
Upper story, secondary (min) – 20%

L1 - 1001 SF -> 20% -> 200 SF  
L2 - 1001 SF -> 20% -> 200 SF  
L3 - 1092 SF -> 20% -> 219 SF

PROVIDED:  
L1 - 1001 SF -> 40% -> 400 SF  
L2 - 1001 SF -> 29.47% -> 295 SF  
L3 - 1092 SF -> 22.70% -> 248 SF



SOUTH ELEVATION - WEST PEARL AVE.

**CT1**



THIN BRICK VENEER  
TUSCAN BRICK

**WD1**



HARDIE BOARD  
LAST EMBERS

**WD2**



CORONADO STONE  
TEXAS RUBBLE - SUMMER COTTAGE

**BC**



BOARD FORMED CONCRETE

**WS1**



WOOD SLAT RAIN SCREEN

**GL1**




DOUBLE GLAZED LOW-E  
WINDOW GLAZING SYSTEM

**P1**



MFR: SHERWIN WILLIAMS BED  
BED ROCK SW9563  
PAINTED PLASTER SURFACE

**MP**



METAL PANELS / CANOPIES  
BLACK

**HT**



HEAVY TIMBER

**STL**



STEEL CHANNEL  
PAINT COLOR TO MATCH  
MP

**RL**



METAL RAILING  
PAINT COLOR TO MATCH  
MP



**CT1**



THIN BRICK VENEER  
TUSCAN BRICK

**WD1**



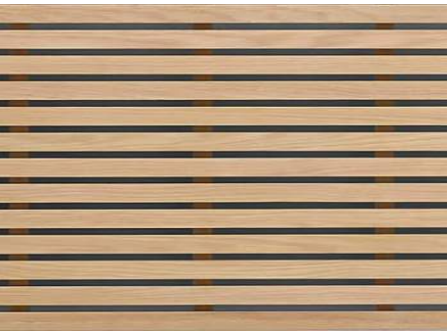
HARDIE BOARD  
LAST EMBERS

**MP**



METAL PANELS / CANOPI  
BLACK

**WS1**



WOOD SLAT RAIN SCREEN

**BC**



BOARD FORMED CONCRETE

**WD2**



CORONADO STONE  
TEXAS RUBBLE - SUMMER COTTAGE

**P1**



MFR: SHERWIN WILLIAMS  
BED ROCK SW9653  
PAINTED PLASTER SURFACE

**GL1**



DOUBLE GLAZED LOW-E  
WINDOW GLAZING SYSTEM

**HT**



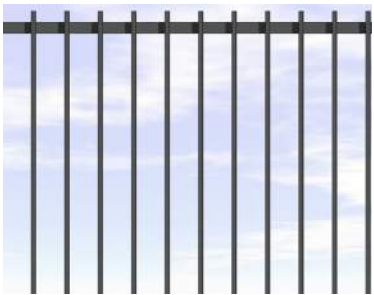
HEAVY TIMBER

**STL**



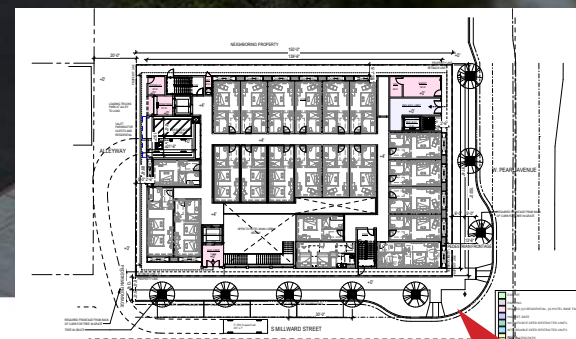
STEEL CHANNEL  
PAINT COLOR TO MATCH  
MP

**RL**

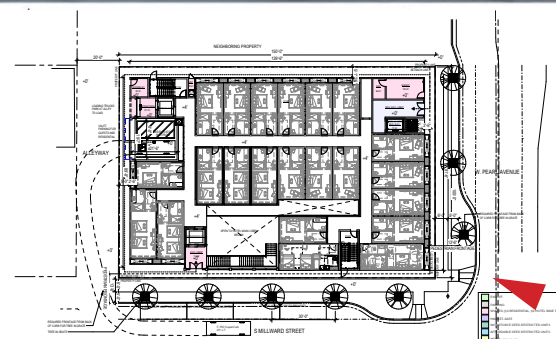


METAL RAILING  
PAINT COLOR TO MATCH  
MP

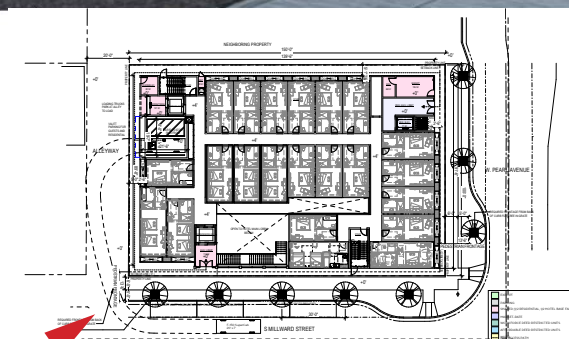














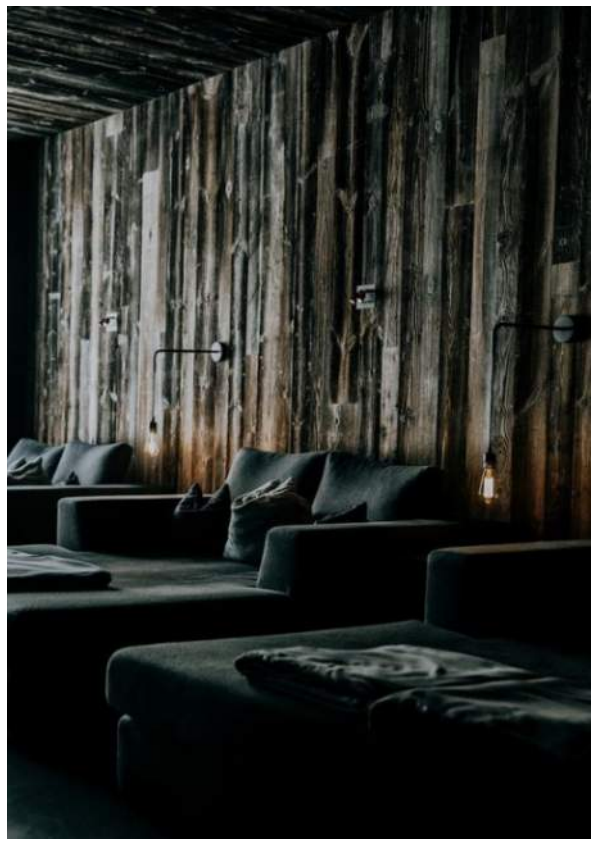
# PLACE MAKING & ARCHITECTURE



















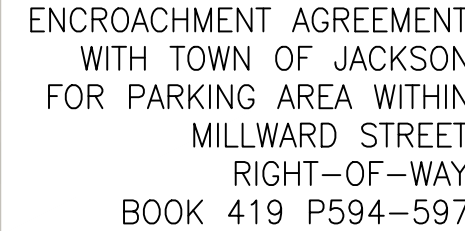
THANK YOU



10

## Civil Plans





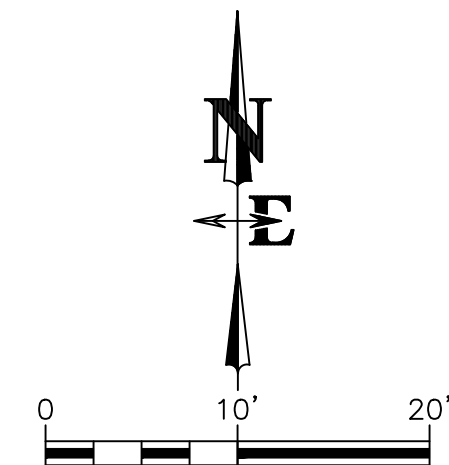
JUNE LANDING, LLC , a privately  
managed limited liability company  
Warranty Deed Doc. 1048941  
filed on Oct. 28, 2022  
0.343 AC (14,938 sf)  
50 S. Millward Street  
Lot 7 and Lot 8 of  
Wort Addition to the Town of  
Jackson  
Plat 107  
filed on 6/19/1913

FENCE ENCROACHES  
OVER PROPERTY LINE

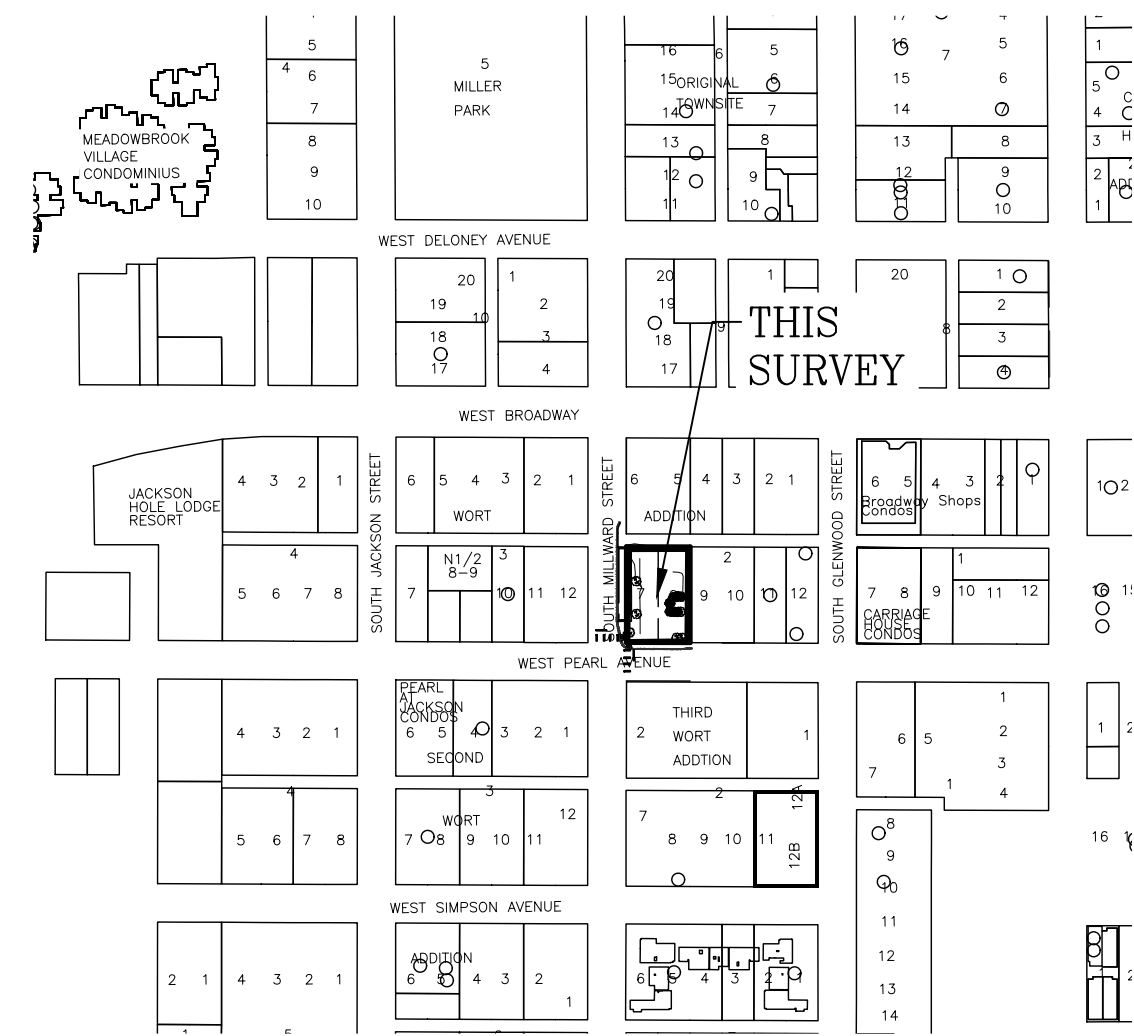
LUI 9  
 WORT ADDITION TO THE  
 TOWN OF JACKSON  
 PLAT NO. 107  
 FILED ON 6/19/1913

1ST STORY DECK AND  
2ND STORY DECK  
ENCROACHES INTO  
W. PEARL AVENUE  
RIGHT-OF-WAY  
1.69' X 10.49'

BUILDING AND ITS UTILITIES AND FENCE ENCROACHES INTO W. PEARL AVENUE RIGHT-OF-WAY



VERTICAL DATUM BASED ON NAVD88 (GEOID 12B)  
PROJECT BENCHMARK NE CORNER OF  
LOT 8, BLOCK 2 OF PLAT 107  
EL. 6230.78" DERIVED FROM GPS OBSERVATION




VICINITY MAP  
NE1/4, SECTION 33  
T41N, R116W, 6th P.M.  
TOWN OF JACKSON  
TETON COUNTY, WY  
scale: 1" = 300'

---

- |  |  |  |                          |
|--|--|--|--------------------------|
|  | PROPERTY LINE  |  | GAS METER                |
|  | ADJACENT BOUNDARY LINE   |  | IRRIGATION CONTROL VALVE |
|  | EASEMENT LINE  |  | LIGHT POLE               |
|  | BUILDING   |  | MONITORING WELL          |
|  | BACK OF CURB   |  | POWER POLE               |
|  | CENTERLINE OF ROAD   |  | SEWER CLEANOUT           |
|  | FLOWLINE OF CURB   |  | SEWER MANHOLE            |
|  | EDGE OF PAVEMENT   |  | SIGN                     |
|  | FENCE LINE   |  | SPIGOT                   |
|  | HAND RAIL  |  | TELEPHONE VAULT          |
|  | UNDERGROUND GAS LINE   |  | ASPEN TREE               |
|  | UNDERGROUND POWER  |  | DECIDUOUS TREE           |
|  | OVERHEAD POWER LINE  |  | PINE TREE                |
|  | UNDERGROUND SEWER LINE   |  | WATER MANHOLE            |
|  | UNDERGROUND TELEPHONE LINE   |  |                          |
|  | UNDERGROUND WATER LINE   |  | CONCRETE                 |
|  | AIR VENT   |  | GRAVEL                   |
|  | AIR CONDITIONING UNIT  |  | LANDSCAPE AREA           |
|  | BUILDING COLUMN  |  | DECK - LOWER             |
|  | CATCH BASIN  |  | DECK - UPPER             |
|  | CURB STOP  |  | PAVEMENT                 |
|  | ELECTRIC BOX/OUTLET  |  | PAVERS                   |
|  | ELECTRIC METER   |  |                          |
|  | ELECTRIC VAULT   |  |                          |
|  | FOUND PK   |  |                          |
|  | FOUND PK W/SHINER INSCRIBED "PIERSON PLS 3831"                               |  |                          |
|  | FOUND REBAR WITH CAP "UNREADABLE"  |  |                          |
|  | FOUND PVC PIPE   |  |                          |
|  | FOUND 5/8"Ø REBAR AND CAP "TODD CEDARHOLM PLS 6447"                          |  |                          |
|  | SET NELSON ENGINEERING 5/8"Ø REBAR AND CAP INSCRIBED "NELSON ENGR PLS 19374" |  |                          |

of Lot 7 and Lot 8, Block 2  
of Wort Addition to the Town of Jackson  
Plat No. 107  
located within  
NE1/4 NE1/4, Section 33  
Township 41 North  
Range 116 West, 6th P.M.  
Town of Jackson  
Teton County, Wyoming

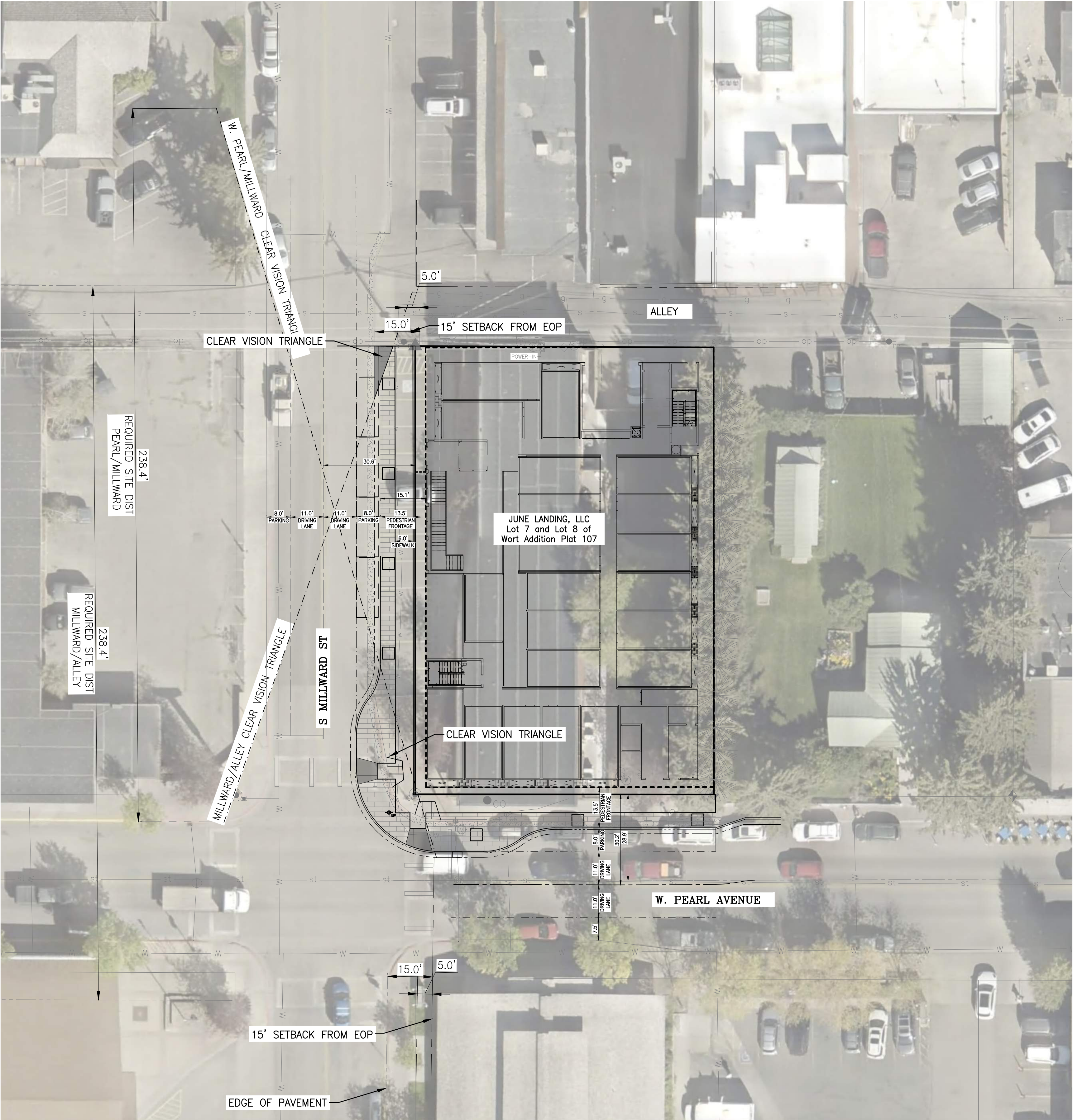
DRAWING NO <b>C1.0</b>		JOB TITLE <b>DAUNTLESS DEVELOPMENT THE MILLWARD HOTEL</b>		DRAWING TITLE <b>EXISTING SITE PLAN</b>		<div><p><b>NELSON ENGINEERING</b></p><p>P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</p></div>				DATE		02/27/2025		REV.	
JOB NO <b>23-414-03</b>								SURVEYED		NE					
								ENGINEERED		DD					
								DRAWN		AR					
								CHECKED		DD					
						APPROVED		DD							





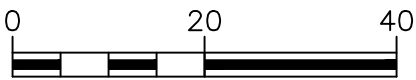


LAYOUT: TURNING PLAN.MXD 9 - - PRINTER/PC3 - AutoCAD PLOT General Documentation.plt3 - - PAGE SETUP - - - - - INJG VER: 250 - - PLOTTED BY: Dave Buford  
JUG MWK 5/19/2025 2:44:43 CSU Millward St Hotel - Civil 14 Drawings Unit: Feet - - DATE/TIME: 2/27/2025 5:55:56 PM



6.5 SECONDS\* 25 MPH \* 1.467 FPS/MPH = 238.4' REQUIRED SITE DISTANCE

CLEAR VISION TRIANGLES



LEGEND-EXISTING

- PROPERTY LINE
- ADJACENT BOUNDARY LINE
- BACK OF CURB
- CENTERLINE OF ROAD
- FLOWLINE OF CURB
- EDGE OF PAVEMENT
- g g UNDERGROUND GAS LINE
- bp UNDERGROUND POWER
- op OVERHEAD POWER LINE
- s UNDERGROUND SEWER LINE
- bt UNDERGROUND TELEPHONE LINE
- w w UNDERGROUND WATER LINE
- CATCH BASIN
- CS CURB STOP
- EX ELECTRIC BOX/OUTLET
- P ELECTRIC METER
- E ELECTRIC VAULT
- PK FOUND PK
- PK W/SHINER INSCRIBED "PIERSON PLS 3831"
- PK W/SHINER INSCRIBED "UNREADABLE"
- PVC FOUND PVC PIPE
- 5/8" REBAR AND CAP "TODD CEDARHOLM PLS 6447"
- 5/8" REBAR AND CAP INSCRIBED "NELSON ENGR PLS 19374"
- GAS METER
- LIGHT POLE
- M MONITORING WELL
- PP POWER POLE
- CO SEWER CLEANOUT
- S SEWER MANHOLE
- SIGN
- SPIGOT
- TELEPHONE VAULT
- PINE TREE
- WATER MANHOLE

LEGEND-PROPOSED

- PROPOSED BUILDING
- PROPOSED EDGE OF SIDEWALK
- PROPOSED BACK OF CURB
- PROPOSED EDGE OF PAVEMENT
- PROPOSED FLOWLINE
- PROPOSED DRIVING LANE
- PROPOSED CENTERLINE OF ROAD
- PROPOSED LIGHT POLE
- PROPOSED PARKING AREA
- PROPOSED PEDESTRIAN AREA
- PROPOSED CONCRETE AREA

DRAWING NO

C3.0

JOB NO

23-414-03

JOB TITLE

DAUNTLESS DEVELOPMENT  
THE MILLWARD HOTEL  
50 S MILLWARD ST, JACKSON, WY

DRAWING TITLE

SKETCH PLAN APPLICATION  
TURNING PLAN

DATE

SURVEYED

ENGINEERED

DRAWN

CHECKED

APPROVED

02/27/2025

NE

DD

AR

DD

DD

REV.

**NELSON  
ENGINEERING**

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



11

# Geotechnical Report

# **GEOTECHNICAL INVESTIGATION**

## **MILLWARD STREET HOTEL 50 SOUTH MILLWARD STREET JACKSON, WYOMING**

PREPARED  
FOR  
**DAUNTLESS DEVELOPMENT**  
SANTA MONICA, CALIFORNIA

PREPARED  
BY  
**NELSON ENGINEERING**  
JACKSON, WYOMING



DECEMBER 2024  
Project No. 23-414-01

## TABLE OF CONTENTS

<b>GENERAL AND PROJECT DESCRIPTION .....</b>	<b>1</b>
SCOPE OF SERVICES .....	1
<b>SITE CONDITIONS.....</b>	<b>1</b>
DESCRIPTION.....	1
GEOLOGY AND SOIL MAPPING .....	1
SEISMIC HAZARD .....	2
<b>SITE INVESTIGATIONS.....</b>	<b>2</b>
FIELD INVESTIGATIONS .....	2
LABORATORY INVESTIGATIONS.....	3
<b>SUBSURFACE CONDITIONS.....</b>	<b>3</b>
SOIL PROFILES .....	3
<i>Hydrocarbon Odor</i> .....	4
<i>Interpretation</i> .....	4
GROUNDWATER .....	4
<b>GEOTECHNICAL ANALYSIS &amp; RECOMMENDATIONS .....</b>	<b>4</b>
GENERAL.....	4
SEISMIC DESIGN PARAMETERS.....	5
<i>Liquefaction</i> .....	5
GROUNDWATER .....	5
SPREAD FOOTINGS.....	5
LATERAL EARTH PRESSURES .....	6
SHORING, UNDERPINNING, EXCAVATION SLOPES .....	7
<b>SIDEWALKS AND EXTERIOR SLABS .....</b>	<b>8</b>
<b>CONSTRUCTION CONSIDERATIONS .....</b>	<b>8</b>
EARTHWORK AND SITE GRADING .....	8
<b>GENERAL COMMENTS .....</b>	<b>10</b>
<b>WARRANTY AND LIMITING CONDITIONS .....</b>	<b>11</b>

## APPENDIX

## **GENERAL AND PROJECT DESCRIPTION**

This is the report of a geotechnical investigation performed for a commercial redevelopment of 50 South Millward Street in downtown Jackson, Wyoming. An existing multi-unit residential building will be demolished and removed. Schematic design phase plans provided by Dauntless Development show a three-story above grade multi-use building with three levels of below grade parking. Geotechnical recommendations and analysis are based on the plans provided.

### **Scope of Services**

The scope of services for this investigation was to provide geotechnical recommendations based on a subsurface investigation and soils laboratory testing for the proposed mixed-use development. The purpose of the subsurface investigation was to determine soil and groundwater characteristics. The results of the subsurface investigation and subsequent laboratory testing were utilized in engineering analysis for recommendations pertaining to structural foundations, drive and parking areas, retaining walls, and general earthwork. It is our engineering judgment that the existing and proposed slope geometry and composition indicate stability therefore slope stability analyses were not conducted. Specific recommendations for drainage and surface water conveyance are not within the scope of work.

Foundation analysis and resulting recommendations are based on typical loads for the type of structure proposed. Prior to finalization of project plans, foundation plans and loads should be sent to this office for review to ensure compliance with this report. Recommendations assume foundation elements are not subjected to unusual loading conditions such as eccentric loads or vibratory equipment. Lateral earth pressure recommendations contained herein are general in nature; it is critical that retaining wall designs are reviewed by the geotechnical engineer.

## **SITE CONDITIONS**

### **Description**

The project property is located on the northeast corner of the intersection of Pearl Street and Millward Street. The 0.34-acre lot is occupied by a two-story multi-unit residential building central to the lot. There is a parking lot on the west side and a yard on the east side. The north and south wings of the building contain crawlspaces. A below grade laundry room is in the middle of the building. Access is provided by Pearl Street to the south, Millward Street to the west, and an alleyway to the north. Historical aerial imagery shows a single-family residence on the lot prior to the current building. Topography slopes from 3 feet from east to west across the lot.

### **Geology and Soil Mapping**

The area's surface geology is mapped on the USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004. The map shows "Qf - Alluvial Fan Deposits - Water-laid gravel, sand, silt, and clay spreading out from mouths of ravines and canyons..." Approximately 1,000 feet to the northwest are mapped "Qfp - Flood-plain deposits - Sand, silt, clay, and minor lenses of gravel." Soil profiles observed in the borings corresponded most closely to coarse-grained alluvial fan deposits.



The US Natural Resources Conservation Service's Soil Survey of Teton County has mapped the Greyback gravelly loam at the site. The soils are alluvial and/or glaciofluvial deposits located on 0 to 3 percent slopes. This soil is described as very deep, excessively drained, and composed of gravelly loam, very gravelly sandy loam, and very gravelly loamy sand. Depth to water table is indicated to be deeper than 80 inches.

### **Seismic Hazard**

Jackson Hole is located within the Intermountain Seismic Belt, a zone extending from southern Utah through eastern Idaho and western Montana and encompassing western Wyoming and the Teton Range as referenced by Robert B. Smith and Walter J. Arabasz in "Seismicity of the Intermountain Seismic Belt, Neotectonics of North America," 1991. The USGS Earthquake Hazards Program has mapped Quaternary faults and folds in the United States as displayed on Google Earth with the following active faults near the site: the Teton Fault, the Phillips Valley Fault, and secondary faults within the Jackson Hole Valley. In particular, the Teton Fault is thought to be capable of producing major earthquakes of a magnitude of six or greater. The portion of the Teton Fault mapped as active in the Quaternary is approximately 6.9 miles to the northwest.

The USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004, shows the postulated trace of the Cache Creek Thrust Fault 650 feet to the south and the East Gros Ventre Fault 1,200 feet to the northwest. The Cache Creek Thrust Fault is not classified by the USGS as active. The East Gros Ventre fault is a Class B fault where "geologic evidence demonstrates the existence of a fault or suggests Quaternary deformation, but either (1) the fault might not extend deeply enough to be a potential source of significant earthquakes or (2) the currently available geologic evidence is too strong to confidently assign the feature to Class C [which show insufficient evidence of faulting or deformation] but not strong enough to assign it to Class A [evidence demonstrates Quaternary faulting of tectonic origin]."

## **SITE INVESTIGATIONS**

### **Field Investigations**

On 11/18/24, 11/19/24, and 11/20/24, four borings were advanced at the locations shown on **Drawing 2 – Boring Location Map** in the Appendix. Borings were approximately located by GPS to within 3 feet. Boring locations and depths were selected to best determine subsurface conditions throughout the parcel. All borings were backfilled with drilling spoils after logging was completed. A monitoring well was installed in BH-1.

IME of Riverton, Wyoming, advanced the borings with a track-mounted B57 truck-mounted drill rig. All borings were advanced using 8.5-inch outer-diameter (O.D.) hollow stem auger. Sampling was performed with 2-inch split-barrel (split-spoon) samplers and 3-inch Dames and Moore samplers per ASTM D1586. Trent McCaffrey, a Professional Engineer at Nelson Engineering logged the borings and directed the sampling. Soils were classified in the field and logged by the engineer. The soil classifications, moisture conditions, and presence of organic or other notable features were recorded in the field logs. Bulk samples were sealed in plastic bags and transported to our laboratory for testing and further classification. Groundwater observations were made at the time of the boring advancement based on field observations of soil moisture conditions. Field observations and laboratory testing results are presented both on the boring logs and in the Laboratory Results sheets in the Appendix.

The stratification lines shown on the boring logs represent the approximate boundary between soil types. The actual in-situ transition may be either gradual or abrupt. Due to the nature and depositional characteristics of natural soils and fills, care should be taken in interpolating subsurface conditions beyond the location of the boreholes. Soil conditions can change rapidly in both the lateral and vertical directions. Groundwater conditions shown on the logs are only for the dates indicated. Subsurface conditions were interpreted from the described boreholes. The soil properties inferred from the field and laboratory analyses supported by our experience formed the basis for developing our conclusions and recommendations.

Samples obtained during the field investigation were taken to the laboratory where they were visually classified in accordance with ASTM Test Method D-2487-93, which is based on the Unified Soils Classification System. The soil samples stored in our laboratory will be discarded after 30 days from the date this report is submitted unless we receive a specific request to retain them.

### **Laboratory Investigations**

Samples obtained during the field investigation were taken to the laboratory where they were visually classified in accordance with ASTM Test Method D-2487-11, which is based on the Unified Soils Classification System. Representative samples were selected for testing to determine the physical properties of the in-place soils and to estimate engineering properties. Engineering properties of concern at this location included bearing capacity, seismic response, shear strength, and site-specific construction recommendations that are influenced by soil type and condition.

Laboratory testing was conducted to provide additional information to determine the suitability of the soils for use as foundation and subgrade materials and to verify field observations and classification estimates. The finalized laboratory observations were used to estimate soil strength and compressibility characteristics for bearing capacity determinations, consolidation and settlement determinations, lateral and vertical pile load response analysis, and pavement designs. Specific tests included Consolidation Test - ASTM Designation D2435, Atterberg Limits Tests - ASTM Designation D4318, Grain Size Analysis - ASTM Designation C117 & C136, Soil Moisture Content Determinations - ASTM Designation D2226, and Soil Classification - ASTM Designation D2487.

The soil samples stored in our laboratory will be discarded after 30 days from the date this report is submitted unless we receive a specific request to retain them.

## **SUBSURFACE CONDITIONS**

### **Soil Profiles**

Similar soil profiles were found in the borings consisting of 1) silty gravel with sand 2) silty clay with sand lenses and gravels 3) gravelly sand with silt and clay lenses. In all the borings surface soils were 2.5 to 5.0 feet of dry to moist, brown, silty clay topsoil with organics in the backyard and with gravel in the parking lot. Consistency of the topsoil was medium stiff to very stiff.

### *Silty Sand and Silty Gravel Mixtures*

Silty gravels and silty sand mixtures were found beneath topsoil in the following intervals: BH-1: 5 to 24 feet of silty gravel and gravel with silt, 35 ft to 51.5 feet. BH-2: silty sand and silty gravel mixtures to the bottom of boring, BH-3: silty sand with gravel 3 to 21 feet and 22 feet to 50.5 feet, BH-4: silty gravels from 3 to 23 feet, gravels with silty and clay, silty sand with gravel to bottom of the borings. The profiles can be described as layers of dense to very dense gravels, sands, and silt with  $N_{60}$  in the 39 – >50 range. Soils were dry at the surface and became moist below about 3 to 10 feet. Bottom of boring depths were 51.5', 46.5', 50.5', and 49.5' for BH-1, BH-2, BH-3, and BH-4, respectively.

### *Silty Clay with Sand and Gravel Lenses/Stratum*

Strata of less dense, finer grained material of silt, sand, and clay with lower gravel content were found as follows:

BH-1: stiff silty clay with sand 24 to 35 feet with  $N_{60}$  of 12-14. Pocket penetrometer measurements on disturbed split spoon samples in silt and clay intervals were 1.5 – 2.0 tons per square foot range (TSF). Consolidation testing was performed on sample from BH1-8 at 31-foot depth.

BH-3: stiff to hard silty sand with gravel 21 to 25 feet,

BH-4: Hard/dense gravelly silt, silty clay, silty gravel, with generally lower gravel content from 23 to approximately 35 feet.

### *Hydrocarbon Odor*

At 50-foot depth in BH-1, 2 and BH-2 soil samples had hydrocarbon/gas odor. Hydrocarbon cleanup in the area has been completed as certified by the WY Department of Environmental Quality. Gas odor is often present in soils that have hydrocarbon levels below the action threshold after cleanup is complete.

### *Interpretation*

Strata of alluvial fan deposits emanating from Cache Creek form the subsurface. Deposition is variable over short distances in three dimensions. Within the borings, the majority of the strata are gravel soils with silt and sand. A thick silty clay deposit was found in BH-1, finer grained lensed deposits of silt, silty clay, and lower gravel content was found in the BH-4. Deposits below the planned bearing depth of about 30 feet were generally dense to very dense gravels.

### **Groundwater**

Groundwater was encountered in BH-1 and BH-2 at depths of 50 and 49.5 feet respectively at the time of the field investigation. Monitoring wells were installed in BH-1 and BH-3. Seasonal fluctuations are discussed below.

## **GEOTECHNICAL ANALYSIS & RECOMMENDATIONS**

### **General**

Schematic designs by Dauntless Development show a mixed-use building 3 above ground levels and 3 below ground parking levels occupying most of the parcel is planned. Spread footings are appropriate to support the proposed structures. The following sections address concerns at and below planned footing depths under the influence of spread footing loads.

## Seismic Design Parameters

The 2024 International Building Code (IBC) designates site class per ASCE 7-22 Chapter 20. Data obtained in this investigation is not sufficient to determine soil parameters as required by ASCE 7-16; therefore, the IBC directs that seismic coefficients and design spectra shall be determined using Site Class D, Latitude of **43.479°** and Longitude of **-110.765°**.

### *Liquefaction*

Saturated sands, silts, and gravels of lower density are susceptible to liquefaction during earthquakes. At this site, SPT results corresponding to high soils density were found in all intervals where the potential for saturation exists. SPT results of >50 on the average is indicative of non-liquefiable soils.

## Groundwater

The Wyoming DEQ conducted a leaky underground storage tank cleanup program in the project vicinity in the early 2000s. Data from monitoring well logs from Bill's Standard Site - Jackson LAUST Remediation Project was analyzed. Monitoring wells were located to the south across Pearl Avenue and to the east across Millward Street, wells less than 50 feet from the property boundaries (See Borehole Location Map). Wells levels were measured on approximately bi-yearly basis from November 2002 and October 2015. Over the period MW-322 registered the shallowest peak depth in July of 2011 at 35.2 feet depth. The peak level in MW-322 was slightly lower at 37.4 feet depth. The lowest depth was identical in both wells in April of 2003 at 48.5 feet.

The summer and fall of 2024 prior to the investigation were abnormally dry. The measured depth of groundwater at about 50 feet in the fall of 2024 corresponds with a low point in the hydrologic cycle. The highest level of about 35 feet in the monitoring period corresponded with a series of wetter years. The risk of higher water levels corresponding to a prolonged wet period and/or a severe flood is impossible to quantify with the limited data available. High water years in 1997 and 1986 resulted in the highest peak flows for nearby rivers and streams, data from these and similar years would be necessary for more definitive estimate. **For this project, we recommend designers utilize a conservative peak groundwater depth of 30 feet depth.**

If project schedules permit, monitoring wells in BH-1 and BH-3, spring, summer and fall of 2025 to provide more data on seasonal fluctuations.

## Spread Footings

For this analysis, basement level footings are assumed to bear at a minimum depth of 30 feet below grade. Spread footings bearing on dense, sand and gravel alluvial fan deposits are appropriate foundation elements. Where soft compressible silt/clay soils or loose sand lenses are found at bottom of footings and slabs, these soils shall be removed until competent dense to very dense sand and/or gravel alluvium is exposed. Over excavation and structural fill shall extend a minimum of 2 feet horizontally beyond the footing footprint. Native subgrades shall be compacted to a depth of 8 inches to 95% of maximum density per ASTM D698 (Standard Proctor) beneath all footings and fills below foundations.

A net allowable bearing capacity of **6000 PSF is appropriate**. The net allowable soil pressure includes dead load plus maximum live load. The above analysis assumes a



**maximum width of 14.0 feet** for continuous footings and a **maximum dimension of 20 feet** for isolated footings. The net allowable soil pressure includes dead load plus maximum live load. These calculations assume a **minimum footing depth 30 feet below final grade** and that a maximum total settlement of 0.5 inches be tolerated on any one footing and the maximum differential settlement between footings that can be tolerated is 0.5 inches.

Bearing capacity values and settlement shall be checked for each combination of load to determine whether settlement or bearing capacity will control the response of the footing. Foundation elements supporting large, concentrated loads should be analyzed on an individual basis to determine settlement and bearing characteristics. Other foundation parameters are as noted below:

1. A one-third increase in allowable bearing capacity may be used for short duration loads such as wind or seismic.
2. Backfill against shallow foundations and stem walls shall conform to the **Foundation Backfill Typical** drawing in the Appendix. In no case shall material greater than 6 inches in diameter bear directly on or against foundation elements. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

Any soil type encountered at the bottom of footing excavations other than those described above should be analyzed by Nelson Engineering. Isolated boulders at footing grade should be excavated and removed unless approved by Nelson Engineering. Any excessively loose material or soft spots encountered in the footing subgrade will require over-excavation and backfilling with structural fill. All footings shall be suitably reinforced to make them as rigid as possible.

### **Lateral Earth Pressures**

For this analysis, it is assumed that all foundation and retaining walls will be backfilled with structural fill per Drawing #3. Sloped backfill will result in higher lateral loading, if sloped fills of greater than 20% are planned, lateral loading should be analyzed by this office. Adjacent foundations may affect lateral earth loading dependent on proximity. Lateral earth pressures from adjacent structures are not accounted for here.

Lateral loads may be resisted by friction between the footing base and supporting soil and lateral bearing pressure against the sides of the footings. Design parameters recommended are a **coefficient of friction of 0.5** at the footing base and a **lateral passive bearing pressure of 350 psf per foot of depth if compacted fills are carefully placed and tested.**

Design for static at rest loading shall utilize an at-rest equivalent fluid pressure of **60 PCF**. Static active earth pressure design loading shall utilize an equivalent fluid pressure of **40 PCF**.

The total seismic load is the sum of the static and dynamic loads where static is based on active or at-rest conditions. Seismic loading shall be determined using the following equations.

Basement (restrained) walls with level backfill:  $P_{ae} = \frac{1}{2}\gamma H^2(0.68PGA/g)$

Cantilever (unrestrained) walls with level backfill:  $P_{ae} = \frac{1}{2}\gamma H^2(0.42PGA/g)$

Cantilever (restrained) walls with sloping backfill\*:  $P_{ae} = \frac{1}{2}\gamma H^2(0.70PGA/g)$

$\gamma$ =unit weight of backfill. Use 135 PCF for Structural Fill, 125 PCF for Clean Rock

*\*Applicable for sloped backfill less than 2(H):1(V)*

PGA is defined as  $S_{DS}/2.5$ . The point of application of the dynamic load is at  $1/3H$  where H is the wall height.

### **Shoring, Underpinning, Excavation Slopes**

Stabilizing underground utilities, adjacent foundations, excavation slopes, and other features will be required for basement construction. Both underpinning and shoring may be utilized. Loads and location of foundation elements of all adjacent structures and infrastructure should be thoroughly researched and thoroughly understood by shoring designers. Utility location and loads should be thoroughly researched and understood by shoring designers.

Specialty design-build contractors typically deliver shoring and underpinning design and construction. Shoring and underpinning designs should be performed by engineers licensed in Wyoming with experience in this type of work. Shoring and underpinning should be performed by experienced geotechnical contractors.

Shoring will be required for excavations occurring near property lines. Soil nail walls or soldier pile walls with tiebacks are commonly utilized for this purpose in the locality. Underground easements for shoring elements extending into neighboring properties will be required.

Conservatively assigned soil properties appropriate for shoring and underpinning design based on soil properties found the borings are given in Table 1. Note that soil profiles may vary from those found in the borings. Shoring designers are responsible for designs that address all aspects of shoring, including determining if additional investigations are necessary for adequate shoring design.

**Table 1: Soil Properties for Shoring and Underpinning**

<b>Soil Type:</b>	Medium Stiff to Hard Silty Clay w/ Sand and Gravel Lenses	Dense to Very Dense Silty Gravels w/Sand
<b>Moist Unit Weight (<math>\gamma</math>) =</b>	110 lbs./ft <sup>3</sup>	135 lbs./ft <sup>3</sup>
<b>Cohesion (c) =</b>	200 lbs./ft <sup>2</sup>	50 lbs./ft <sup>2</sup>
<b>Effective Friction Angle (<math>\Phi'</math>) =</b>	28	32

### **Interior Slabs-On-Grade**

All silt/clay surficial soils and undocumented fills shall be removed beneath slabs. Interior slabs shall be founded upon the following section from top to bottom: 1) a leveling course mat 4 inches in thickness composed of clean pea gravel or WYDOT Grade GR or equivalent compacted to a minimum of 95% of maximum density as determined by ASTM D 698, 2) 8 inches of structural fill, 3) native subgrade compacted to 95% of maximum density per

ASTM D698 (Standard Proctor). Structural fill may be omitted where competent subgrade is found as determined by this office. Any excessively soft spots encountered in slab subgrade will require over-excavation and backfilling with structural fill.

Concrete slab-on-grade control joints should be saw-cut as early as possible. Nelson Engineering recommends the use of a soft cut system, which allows saw cutting as soon as the concrete can support foot traffic. Successful crack control is dependent upon proper joint spacing. Control joints should be placed in accordance with current Portland Cement Concrete Paving Association guidelines.

### **Sidewalks and Exterior Slabs**

Sidewalks and exterior concrete slabs for foot traffic shall be placed upon a minimum of 4 inches of  $\frac{3}{4}$ -inch minus crushed gravel placed upon 8 inches of structural fill. Structural fill requirement may be waived where Nelson Engineering determines competent subgrade exists. Any excessively loose material or soft spots encountered in slab subgrade will require over-excavation and backfilling with structural fill. All fill material within 2 feet of the slabs must be compacted to a minimum of 95% of the maximum density as determined by ASTM D698.

## **CONSTRUCTION CONSIDERATIONS**

### **Earthwork and Site Grading**

Excavation work and heavy equipment access may be difficult due to rutting and pumping soils during wet periods. A protracted period of wet conditions can be expected during and after seasonal snowmelt. Placement of imported gravels supported by geotextiles and/or geogrid may be required to provide construction access and to provide platforms for equipment. Utility trenches will encounter groundwater at shallow depths. General recommendations for earthwork suitability, placement, and compaction procedures are provided below:

- Within the building footprints and areas to be paved, a minimum of 6 inches of material shall be stripped and removed. All organic material, deleterious undocumented fill, and debris shall be removed regardless of depth below the surface. Loose and disturbed native soils should be scarified, moisture-conditioned, and compacted. Finish surfaces shall be sloped away from foundations.
- Fill materials shall not be placed, spread, or compacted while the ground is frozen or during unfavorable weather conditions. Fill materials shall be at the proper moisture content prior to compaction and shall contain no frozen soil.
- Native subgrade shall be compacted with vibratory equipment appropriate for the soil types. Where soft and loose or over moist areas are encountered that do not improve with repeated compaction effort, replace native soils with structural fill.
- Clayey gravel and silty gravel soils found in the excavations will be moisture sensitive. Moisture shall be prevented from penetrating these soils during construction. Measures to membranes, moisture infiltration may include the placement of tarps or membranes; maintain grading during construction to drain storm water from exposed excavations during precipitation and snowmelt events, and others. If moisture has been allowed to infiltrate subgrade or bearing soils, excavation and

backfill operations should cease and not resume until Nelson Engineering approves the moisture and density conditions of the soils.

- **Structural Fill** may consist of Clean Rock Fill, Crushed Concrete, or gravels (USCS classification GW or GP).

**Gravels** shall have the following characteristics: 6-inch maximum particle size with no more than 40% oversize (greater than  $\frac{3}{4}$ " ) and no more than 5% fines passing the #200 sieve. Structural fill shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2% of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than  $\frac{3}{4}$ " diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Enough density tests should be taken to monitor proper compaction. Where a proctor cannot be performed on structural fill, lift compaction shall be verified via proof rolling with loaded rubber-tired equipment observed and approved of by NE.

**Crushed Concrete** shall meet the gradation requirements of gravels and shall be free of all debris and rebar. Gradation and source shall be submitted to Nelson Engineering for approval prior to use.

**Clean Rock** fill consisting of hard durable crushed or screened rock of  $\frac{3}{4}$ "-4" may be used as Structural Fill with prior notice and approval of gradation and source by this office.

- Safety of construction personnel including safe trenches and excavations are the responsibility of the contractor. Excavations for retaining walls and foundations shall conform to the applicable OSHA and Wyoming safety standards. Excavations and utility trenches shall be laid back to safe slopes or properly shored. Excavations and shoring operations shall be conducted in accordance with the most recent versions of the OSHA Construction Standards for Excavations, Part 1926, Subpart P and Wyoming Public Works Standard Specifications. Excavations for utilities shall be shored if the proper slope cannot be maintained.
- During earthwork phases of the project, a representative of Nelson Engineering shall be present to observe exposed native soils and fill materials for suitability and consistency. A documented testing program should be conducted to determine that soil compaction is in accordance with requirements.
- Backfill placed against structures (i.e., pipes and walls) shall be of a character and in a manner that will not damage that structure. In no case shall material greater than 6 inches in diameter bear directly on or against these structures. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.



**GENERAL COMMENTS**

It is critical that the structural engineer and other project designers review this report. When project plans and specifications are complete, a consultation with this office should be arranged to ensure compliance with this report. Additional or supplementary recommendations concerning foundations and earthwork may be required at this time. Monitoring and testing should be performed to verify that suitable materials are used for structural fills and backfills and that fills are properly placed and compacted. Concrete testing and special inspections should be performed prior to and during placement of all concrete to ensure concrete and reinforcing steel bar comply with project plans and specifications.

## **WARRANTY AND LIMITING CONDITIONS**

This report was prepared for use by Dauntless Development ("Client"). The scope of work was specifically prepared for and limited to the specific purpose of providing geotechnical recommendations for project described. The report is for the sole use of the named client and the design and construction team for this project. This report is non-transferable to future property owners without the written consent of both Nelson Engineering and the client. This report has been prepared based on a limited amount of data. Actual site conditions may vary. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this locality at the time the report was prepared. No other warranty is made or implied. This report is site-specific. The report is limited to the information available at the time it was prepared. In the event additional information is provided to Nelson Engineering following this report, it will be forwarded to the client in the form received for evaluation by the client. Use or misuse of this report, or reliance upon the findings hereof by any parties other than the Client, is at their own risk. Neither the Client nor Nelson Engineering may make any representation of warranty to such other parties as to the accuracy or completeness of this report or the suitability of its use by other parties for any purpose whatsoever, known, or unknown, to the Client or Consultant. Neither Client nor Nelson Engineering shall have any liability to or indemnify or hold harmless third parties for any losses incurred by the actual use or misuse of this report.

**Prepared By:**

Trent McCaffrey, PE  
Geotechnical Engineer

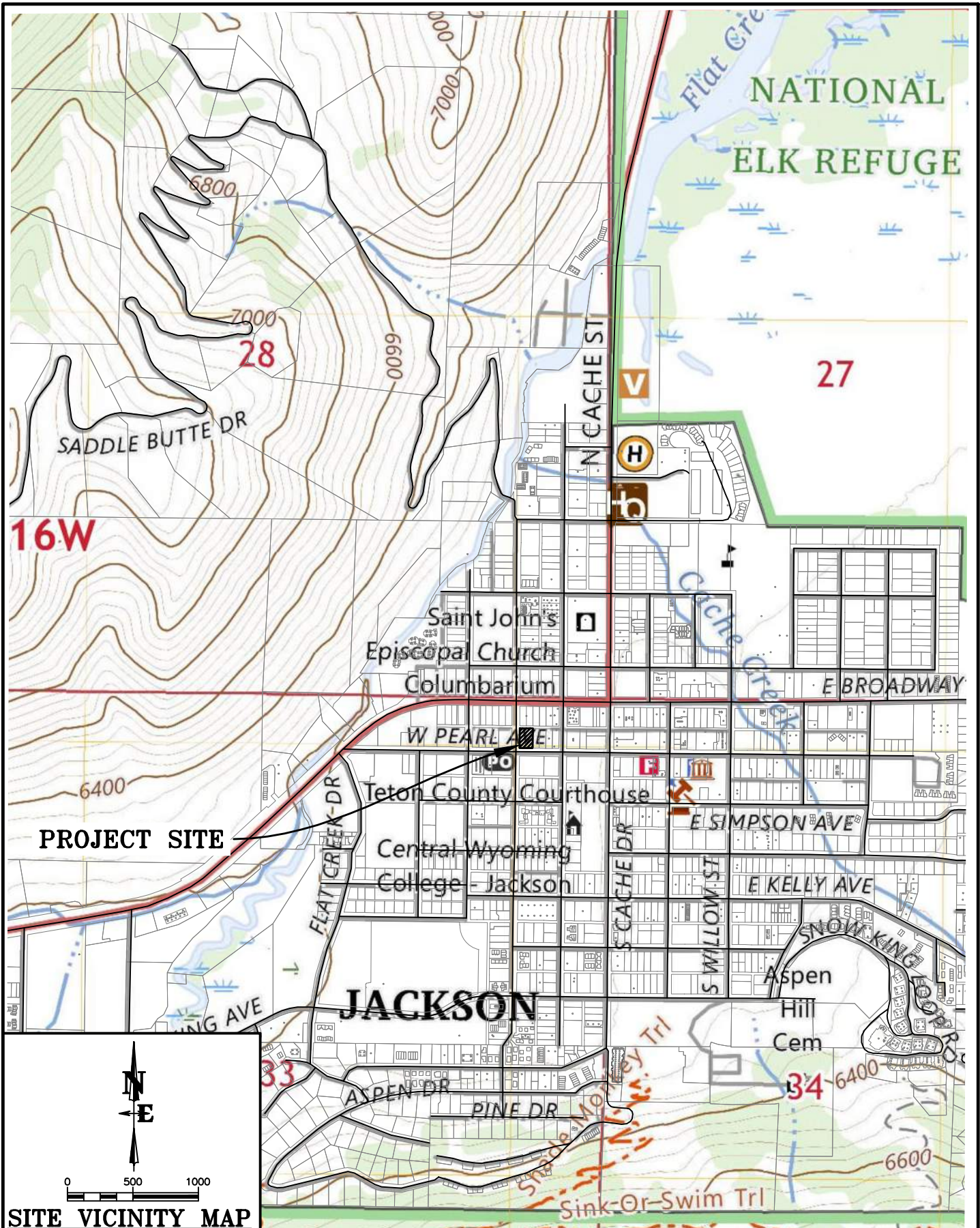
**Reviewed By:**

Philip Gyr, PE  
Principal Geotechnical Engineer

# APPENDIX

# DRAWINGS

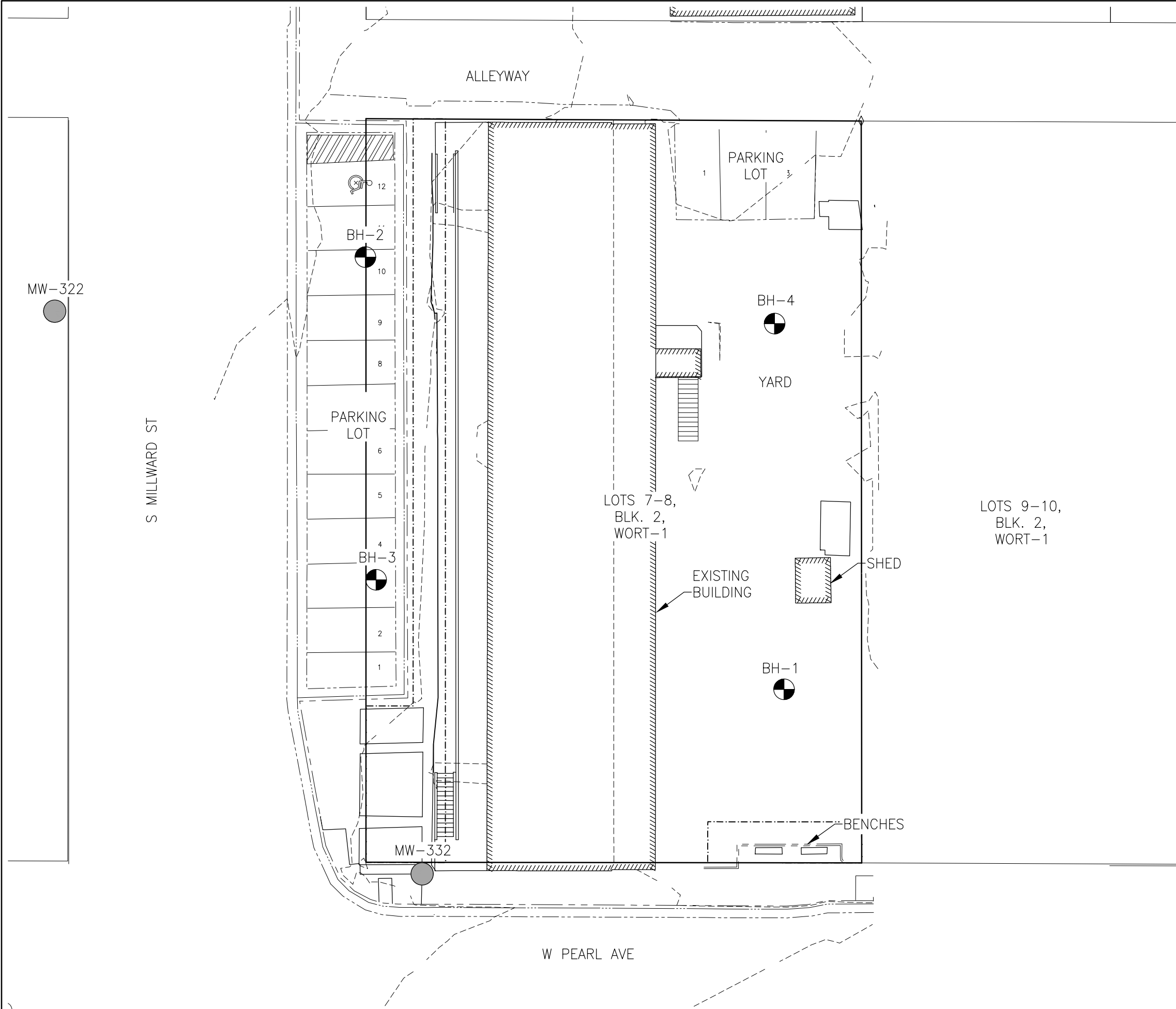




**SITE VICINITY MAP**

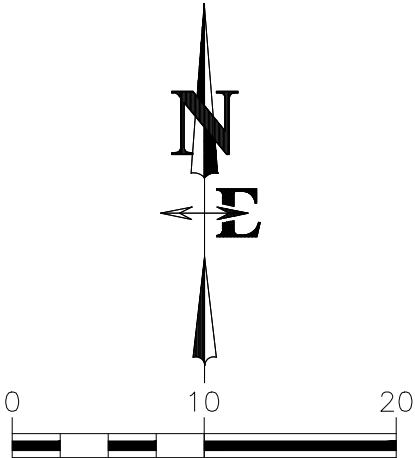
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JOB NO 23-414-02	GEOTECHNICAL INVESTIGATION		SURVEYED -	
			DRAWN TM	
			CHECKED PG	
			APPROVED PG	

S:\Proj\2023\414-02 50 S Millward St Hotel - Geotech\Drawings\Bl Loc Mapping (BHECHMP) - Dec 23 2024 12:27:20 pm PLOTTED BY gpf DWG FORMAT: 241



NOTES:

1. EXTERNAL PROPERTY BOUNDARIES FROM TETON COUNTY GIS.
2. SITE SURVEY BY NELSON ENGINEERING.
3. SITE PLAN BY AO ARCHITECTURE.
4. BOREHOLES LOCATED WITHIN  $\pm 3$  FEET USING TAPE MEASURE.
5. MW-322 AND 332 LOCATIONS APPROXIMATE FROM LAUST MAPPING
6. MONITORING WELLS INSTALLED IN BH-1 AND BH-3.



DRAWING NO		JOB TITLE	DRAWING TITLE	NELSON ENGINEERING					REV.
2		MILLWARD STREET HOTEL	BORING LOCATION MAP	P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					11/5/24
		50 SOUTH MILLWARD STREET							
		GEOTECHNICAL INVESTIGATION							

GRADE AWAY FROM  
STRUCTURES 5% MINIMUM  
FOR 10' OR PER  
APPROVED DRAINAGE PLAN

LAWN AND LANDSCAPE  
AREAS MIN. 8" OF  
FINE-GRAINED SOILS  
COMPACTED TO A MINIMUM  
OF 90% PER ASTM D-698  
USE STRUCTURAL FILL  
BENEATH HARDSCAPES,  
SLABS, AND ROADWAYS

FINISHED  
GRADE

STRUCTURAL FILL

FOOTINGS & WALLS BY  
OTHERS

EXCAVATION  
FACE OR  
SHORING  
FACE.  
FOLLOW  
OSHA  
REGULATIONS

FREE DRAINING  
SOILS. DRAIN  
NOT REQUIRED

COMPACTED NATIVE  
SUBGRADE OR  
STRUCTURAL FILL PER  
RECOMMENDATIONS IN  
REPORT

FOUNDATION BACKFILL TYPICAL  
NOT TO SCALE

DRAWING NO

3

TITLE

MILLWARD STREET HOTEL  
50 S MILLWARD STREET  
FOUNDATION BACKFILL TYPICAL

JOB NO

23-414-02

**NELSON  
ENGINEERING**

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

DATE

12/23/24

REV.

SURVEYED

N/A

DRAWN

PG

CHECKED

PG

APPROVED

PG

# BORING LOGS



# SOIL GRAPHICS

<i>GW</i>		<i>SC</i>	
<i>GP</i>		<i>ML</i>	
<i>GM</i>		<i>CL</i>	
<i>GC</i>		<i>ML-CL</i>	
<i>SW</i>		<i>OL</i>	
<i>SP</i>		<i>MH</i>	
<i>SM</i>		<i>CH</i>	
<i>BEDROCK</i>		<i>OH</i>	
<i>COBBLES/BOULDERS</i>		<i>PT</i>	

NOTE: ANGLED DEMARCATIONS ON THE LOGS INDICATE APPROXIMATE OR POORLY DEFINED BOUNDARIES BETWEEN SOIL TYPES.

## GEOTECHNICAL GENERAL NOTES

**CORRECTED SPT:** Standard Penetration Test values corrected to  $N_{160}$  correcting for theoretical free-fall hammer energy and overburden pressure per 7th edition of the AASHTO Bridge Design Specifications.

### DRILLING, SAMPLING, AND SOIL PROPERTIES ABBREVIATIONS AND SYMBOLS

**N:** Standard Penetration Test

**$U_c$ :** Unconfined compressive strength, Pounds/ft<sup>2</sup> (PSF)

**Pp:** Pocket Penetrometer values, Ton/ft<sup>2</sup> (TSF)


**FILGC:** Fragments indicate gravels and cobbles larger than split spoon diameter.

**w:** Water content, %

**LL:** Liquid limit, %

**PI:** Plasticity index, %

**gd:** In-situ dry density, lbs/ft<sup>3</sup> (PCF)

: Ground water level

**SS:** Split-Spoon Sample

**ST:** Shelby Tube Sampler

**CS:** Cylindrical Brass Lined Sample



Monitoring Well, diagonal hatching indicates screen and sand packed interval

### SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

Non-Cohesive Soils		Cohesive Soils	
	SPT		Pp-(tons/ft <sup>2</sup> )
Very Loose	0 - 4	Very Soft	0 - 0.25
Loose	4 - 10	Soft	0.25 - 0.50
Slightly Compact	8 - 15	Medium Stiff	0.50 - 1.00
Medium Dense	10 - 30	Stiff	1.00 - 2.00
Dense	30 - 50	Very Stiff	2.00 - 4.00
Very Dense	50+	Hard	4.00+

### PARTICLE SIZE

<b>Boulders:</b> 12 in.+	<b>Coarse Sand:</b> 5 mm(#4)-2 mm(#10)	<b>Silts and Clays:</b>  <b>&lt;#200</b>
<b>Cobbles:</b> 12 in.-3in.	<b>Medium Sand:</b> 2 mm(#10)-0.4mm(#40)	
<b>Gravel:</b> 3in.-5mm(#4)	<b>Fine Sand:</b> 0.4mm(#40)-0.075mm(#200)	

PROJECT NAME: <b>50 S MILLWARD STREET</b>	<b>DRILL HOLE No. BH-1</b>	PAGE: <b>1 OF 3</b>
DATE STARTED / FINISHED: <b>11/18/24</b>	DRILLER: <b>IME</b>	
LOGGED BY: <b>TRENT McCAFFREY</b>	DRILL TYPE: <b>TRUCK-MOUNTED B57</b>	
BOREHOLE LOCATION/ELEVATION: <b>SEE BOREHOLE LOCATION MAP</b>	HOLE DIAMETER: <b>8.5" O.D. HSA (HOLLOW STEM AUGER)</b>	
	HAMMER TYPE: <b>140# AUTOMATIC</b>	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		5					0'-1.5' 0"-8", DRY, BROWN, SILTY CLAY TOPSOIL WITH ORGANICS AND TRACE GRAVEL, VERY STIFF.			51			STARTED DRILLING AT 12:00 PM
		13											
		8											
		1											
		2											
		4											
		3					2.5'-4.0' 0"-7", DRY, BROWN, SILTY CLAY WITH GRAVEL, STIFF, MAX GRAVEL DIAMETER OF 1/2"			14			FLAT, GRASSY, LANDSCAPED LAWN AREA ON SOUTHEAST CORNER OF LOT.
		4											
		3											
		5					5.0'-6.5' 0"-9", DRY, GRAY/WHITE, GRAVEL WITH SAND, DENSE, MAX GRAVEL DIAMETER OF 1"			39			EASY DRILLING TOP OF BORING TO 5'
		4											
		3											
		6											BIT GRINDING FROM 5' - 12'
		19											
		7											
		8											
		9											
		10					10'-11.5' 0"-10", DRY, LIGHT BROWN, SILTY GRAVEL WITH SAND, VERY DENSE, ~60% GRAVEL, ~40% SILTY SAND MATRIX, FILGC			>50			HARD DRILLING FROM 5' - 12'
		35											
		50											
		3											
		11											MODERATE DRILLING FROM 12' - 14'
		12											
		13											BIT GRINDING AT 14'
		14											
		15					15'-16.5' 0"-6", DRY, GRAY, GRAVEL WITH SILT, VERY DENSE, FILGC. 6"-12", DRY, LIGHT BROWN/TAN CLAYEY GRAVEL WITH SAND, VERY DENSE, FRESHLY FRACTURED, FILGC			80			HARD DRILLING FROM 15' - 18'
		28											
		28											
		33											
		16											
		17											EASY DRILLING FROM 18' - 21'
		18											
		19											
		20											
		17					20'-21.5' 0"-15", DRY, LIGHT BROWN/GRAY/PINK, SILTY GRAVEL WITH SAND, VERY DENSE, ~60% GRAVEL, ~40% SILTY SAND MATRIX, FILGC			59			BIT GRINDING FROM 21' - 23'
		20											
		30											

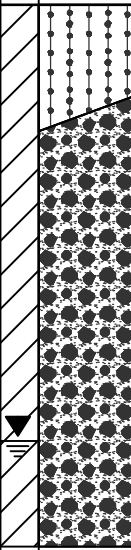
**NELSON  
ENGINEERING**

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

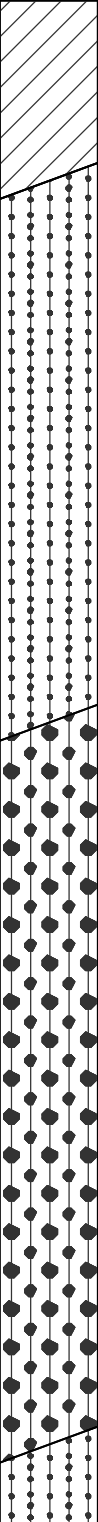
CLIENT: **DAUNTLESS DEVELOPMENT  
SANTA MONICA, CALIFORNIA**

WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		22											
		23											
		24											
		25	3			BH1-7 2" SS	100 25'-26.5' 0"-18", DRY TO MOIST, BROWN/RED, SILTY CLAY WITH SAND, STIFF, PP=1.5-2.0 TSF			12			SMOOTH, EASY DRILLING FROM 24' - 35'
		26	7										
		27	4										
		28											
		29											
		30	7			BH1-8 3" DM	100 30'-31' 0"-12", USCS CLASSIFICATION - CL-ML (SILTY CLAY WITH SAND)	27	21	14	97.5	24.1	
		31	13										
		32											
		33											
		34											
		35	33			BH1-9 2" SS	55 35'-36.5' 0"-2", SAA. 2"-10", DRY, BROWN/GRAY/TAN/YELLOW, SILTY GRAVEL WITH SAND, VERY DENSE, FILGC			>50			MODERATE DRILLING FROM 35'-45' WITH INTERMITTENT BIT GRINDING
		36	50										
		37	4										
		38											
		39											
		40	31			BH1-10 2" SS	78 40'-41.5' 0"-14", DRY, BROWN/GRAY, SILTY SAND WITH GRAVEL, VERY DENSE, ~70% SILTY SAND, 30% GRAVEL, FILGC			75			
		41	36										
		42	46										
		43											
		44											



WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67	30 50 50 4			BH1-11 2" SS 61	45'-46.5' 0"-6", MOIST, LIGHT BROWN, SILTY CLAY, MEDIUM STIFF, PP=0.75 TSF. 6"-11", DRY, TAN/YELLOW, GRAVEL WITH SAND, VERY DENSE, FILGC			>50			SMOOTH, MODERATE TO HARD DRILLING FROM 45'-51.5'
			30 36 50 4			BH1-12 2" SS 67	50'-51.5' 0"-5", WET, GRAY, CLAYEY GRAVEL, DENSE, FILGC. 5"-12", DRY TO WET, BLACK/YELLOW, GRAVEL WITH SILT, HYDROCARBON ODOR			>50			GROUNDWATER ENCOUNTERED AT 50'
							MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 50' (1.5"Ø PVC, FLUSH MOUNTED) PVC FROM 0' TO 30' WITH BENTONITE CHIPS SCREENED PVC FROM 30' TO 50' WITH SILICA SAND FROM 28' TO 50' PIPE STICKUP = -0.5'						BOTTOM OF BORING AT 51.5'
													FINISHED DRILLING AT 3:30 PM

PROJECT NAME: <b>50 S MILLWARD STREET</b>	<b>DRILL HOLE No. BH-2</b>	PAGE: <b>1 OF 3</b>
DATE STARTED / FINISHED: <b>11/19/24</b>	DRILLER: <b>IME</b>	
LOGGED BY: <b>TRENT McCAFFREY</b>	DRILL TYPE: <b>TRUCK-MOUNTED B57</b>	
BOREHOLE LOCATION/ELEVATION: <b>SEE BOREHOLE LOCATION MAP</b>	HOLE DIAMETER: <b>8.5" O.D. HSA (HOLLOW STEM AUGER)</b>	
	HAMMER TYPE: <b>140# AUTOMATIC</b>	

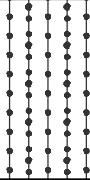
WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES		SAMPLE ID	RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED			MATERIAL DESCRIPTION						
		12 12 12 2 30 41 37 5 6 7 8 9 10 15 43 11 50 12 13 14 15 16 17 18 19 20 11 16 19			BH2-1 2" SS	61	0'-1.5' 0"-2" DRY, GRAY/BLACK ASPHALT. 2"-3" DRY, GRAY, CRUSHED BASE AGGREGATE. 3"-11", DRY, BLACK/BROWN, SILTY CLAY WITH ORGANICS AND GRAVEL, VERY STIFF.			59			STARTED DRILLING AT 8:20 AM
					BH2-2 2" SS	78	2.5'-4.0' 0"-14", DRY, BROWN/BLACK/GRAY, SILTY SAND WITH ANGULAR GRAVEL, VERY DENSE, ~60% SILTY SAND, ~40% GRAVEL, FILGC			154			ASPHALT PARKING LOT ON NORTHWEST CORNER OF PARKING LOT.
					BH2-3 2" SS	67	10'-11.5' 0"-12", DRY, GRAY/BROWN/BLACK, SILTY ANGULAR GRAVEL WITH SAND, VERY DENSE, ~60% GRAVEL, ~40% SILTY SAND MATRIX, FILGC			136			BIT GRINDING FROM 2.5'-20'
					BH2-4 2" SS	83	20'-21.5' 0"-15", DRY, BROWN/BLACK/GRAY, SILTY SAND WITH ANGULAR GRAVEL, DENSE, ~60% SILTY SAND, ~40% GRAVEL, FILGC			42			HARD, SMOOTH DRILLING FROM 20'-30'

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CLIENT: **DAUNTLESS DEVELOPMENT  
SANTA MONICA, CALIFORNIA**

WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									
		22												
		23												
		24												
		25												HARD, SMOOTH DRILLING FROM 21'-30'
		26												
		27												
		28												INTERMITTENT BIT GRINDING
		29												
		30												
		30.38												
		30.43												
		30.50												
		30.54												
		31												BIT GRINDING AT 31'
		32												
		33												SMOOTH, HARD, SLOW DRILLING FROM 32'-45'
		34												
		35												
		36												
		37												INTERMITTENT BIT GRINDING TO BOTTOM OF BORING.
		38												
		39												
		40												
		40.20												
		40.50												
		40.54												
		41												
		42												
		43												
		44												

WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									
		45 26 31 46 32				BH2-7 2" SS	61	45'-46.5' 0"-15", DRY, GRAY/BROWN/BLACK/RED, SILTY SAND WITH GRAVEL AND TRACE OF CLAY, VERY DENSE, 60% SILTY SAND, 40% GRAVEL, FILGC, HYROCARBON ODOR			54			BOTTOM OF BORING AT 46.5'  NO GROUNDWATER ENCOUNTERED  FINISHED DRILLING AT 1:07 PM
		47												
		48												
		49												
		50												
		51												
		52												
		53												
		54												
		55												
		56												
		57												
		58												
		59												
		60												
		61												
		62												
		63												
		64												
		65												
		66												
		67												



PROJECT NAME: <b>50 S MILLWARD STREET</b>	<b>DRILL HOLE No. BH-3</b>	PAGE: <b>1 OF 3</b>
DATE STARTED / FINISHED: <b>11/19/24 - 11/20/24</b>	DRILLER: <b>IME</b>	
LOGGED BY: <b>TRENT McCAFFREY</b>	DRILL TYPE: <b>TRUCK-MOUNTED B57</b>	
BOREHOLE LOCATION/ELEVATION: <b>SEE BOREHOLE LOCATION MAP</b>	HOLE DIAMETER: <b>8.5" O.D. HSA (HOLLOW STEM AUGER)</b>	
	HAMMER TYPE: <b>140# AUTOMATIC</b>	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		4				BH3-1 2" SS 61	0'-1.5' 0"-2" DRY, GRAY/BLACK ASPHALT. 2"-3" DRY, GRAY, CRUSHED BASE AGGREGATE. 3"-11", DRY TO MOIST, DARK BROWN, SILTY CLAY TOPSOIL WITH SOME GRAVEL, STIFF, PP=2.0 TSF			15			STARTED DRILLING AT 1:30 PM
		2											ASPHALT PARKING LOT ON SOUTHWEST CORNER OF PARKING LOT.
		4											
		1											
		2											
		3											
		4											
		5				BH3-2 2" SS 72	2.5'-4.0' 0"-4", DRY, BROWN, SILTY SAND, DENSE. 4"-13" DRY, GRAY, SILTY GRAVEL WITH SAND, ~70% GRAVEL, ~30% FINES MATRIX, VERY DENSE, FILGC			67			SMOOTH, EASY DRILLING FROM 0'-5'
		6											BIT GRINDING FROM 5'-15' HARD DRILLING.
		7											
		8											
		9											
		10				BH3-3 2" SS 83	10'-11.5' 0"-15", DRY, BROWN/BLACK/YELLOW/PINK, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			83			
		11											
		12											
		13											
		14											
		15											
		16											
		17											
		18											
		19				BH3-4 2" SS 72	20'-21.5' 0"-13", DRY, BROWN/BLACK/YELLOW/PINK, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			62			INTERMITTENT BIT GRINDING BETWEEN 15'-20' HARD DRILLING.
		20											
		21											
		22											

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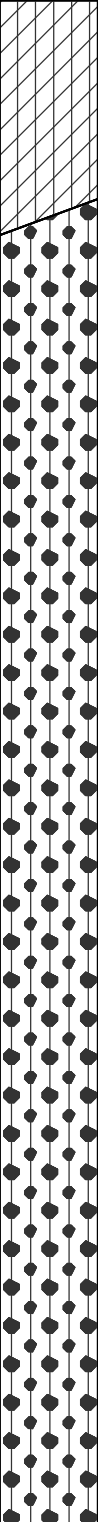
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

CLIENT: **DAUNTLESS DEVELOPMENT  
SANTA MONICA, CALIFORNIA**

WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									
		22												SMOOTH, HARD DRILLING FROM 21'-23'
		23												
		24												SOFT, SMOOTH, EASY DRILLING FROM 23' - 24'
		25				BH3-5 3" ST	33	24'-25' SHELBY TUBE DRIVEN 8 INCHES UNTIL REFUSAL DUE TO GRAVELS. 0"-8", DRY TO MOIST, BROWN, SILTY SAND WITH GRAVEL, ~80% SILTY SAND, 20% GRAVEL						
		26												
		27												BIT GRINDING FROM 25' - 28'
		28												
		29												
		30												SMOOTH, MODERATE DRILLING FROM 29' - 30'
		31				BH3-6 2" SS	61	30'-31.5' 0"-11", DRY TO MOIST, BROWN, SILTY SAND WITH GRAVEL, ~80% SILTY SAND, ~20% GRAVEL, HARD			>50			BIT GRINDING AT 31'
		32												
		33												SMOOTH, HARD, DRILLING FROM 32'-40'
		34												
		35												
		36												
		37												
		38												
		39												
		40												FINISH DRILLING AT 40' ON 11/29/24 AT 4:30 PM
		41				BH3-7 2" SS	67	40'-41.5' 0"-12", DRY, BROWN/BLACK/YELLOW/PINK, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			
		42												SMOOTH, HARD DRILLING FROM 40' - 50'
		43												
		44												

WELL LOG	GRAPHIC LOG	(FT)	SAMPLES			SAMPLE ID	RECOVERY (%)		LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									

PROJECT NAME: <b>50 S MILLWARD STREET</b>	<b>DRILL HOLE No. BH-4</b>	PAGE: <b>1 OF 3</b>
DATE STARTED / FINISHED: <b>11/20/24</b>	DRILLER: <b>IME</b>	
LOGGED BY: <b>TRENT McCAFFREY</b>	DRILL TYPE: <b>TRUCK-MOUNTED B57</b>	
BOREHOLE LOCATION/ELEVATION: <b>SEE BOREHOLE LOCATION MAP</b>	HOLE DIAMETER: <b>8.5" O.D. HSA (HOLLOW STEM AUGER)</b>	
	HAMMER TYPE: <b>140# AUTOMATIC</b>	

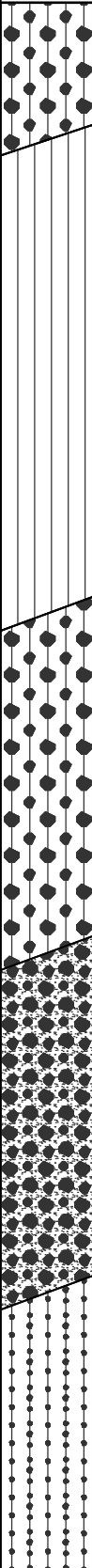
WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	2 3 4			67	0'-1.5' 0"-12", DRY TO MOIST, DARK BROWN, SILTY CLAY TOPSOIL WITH GRAVEL, MEDIUM STIFF			17			STARTED DRILLING AT 11:08 AM  FLAT, GRASSY, LANDSCAPED LAWN ON NORTHEAST CORNER OF LOT.  SMOOTH, EASY DRILLING FROM 0'-2.5'
		14 28 45				89	10'-11.5' 0"-16", DRY, BROWN/GRAY/WHITE/PINK/TAN, SILTY GRAVEL WITH SAND, ~80% GRAVEL, ~20% SILTY SAND MATRIX, VERY DENSE, FILGC			107			BIT GRINDING FROM 2.5'-23' HARD DRILLING.
		12 27 30				61	20'-21.5' 0"-11", DRY, BROWN/GRAY/WHITE/PINK/TAN, SILTY GRAVEL WITH SAND, ~65% GRAVEL, ~35% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			

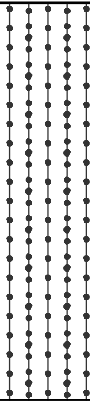
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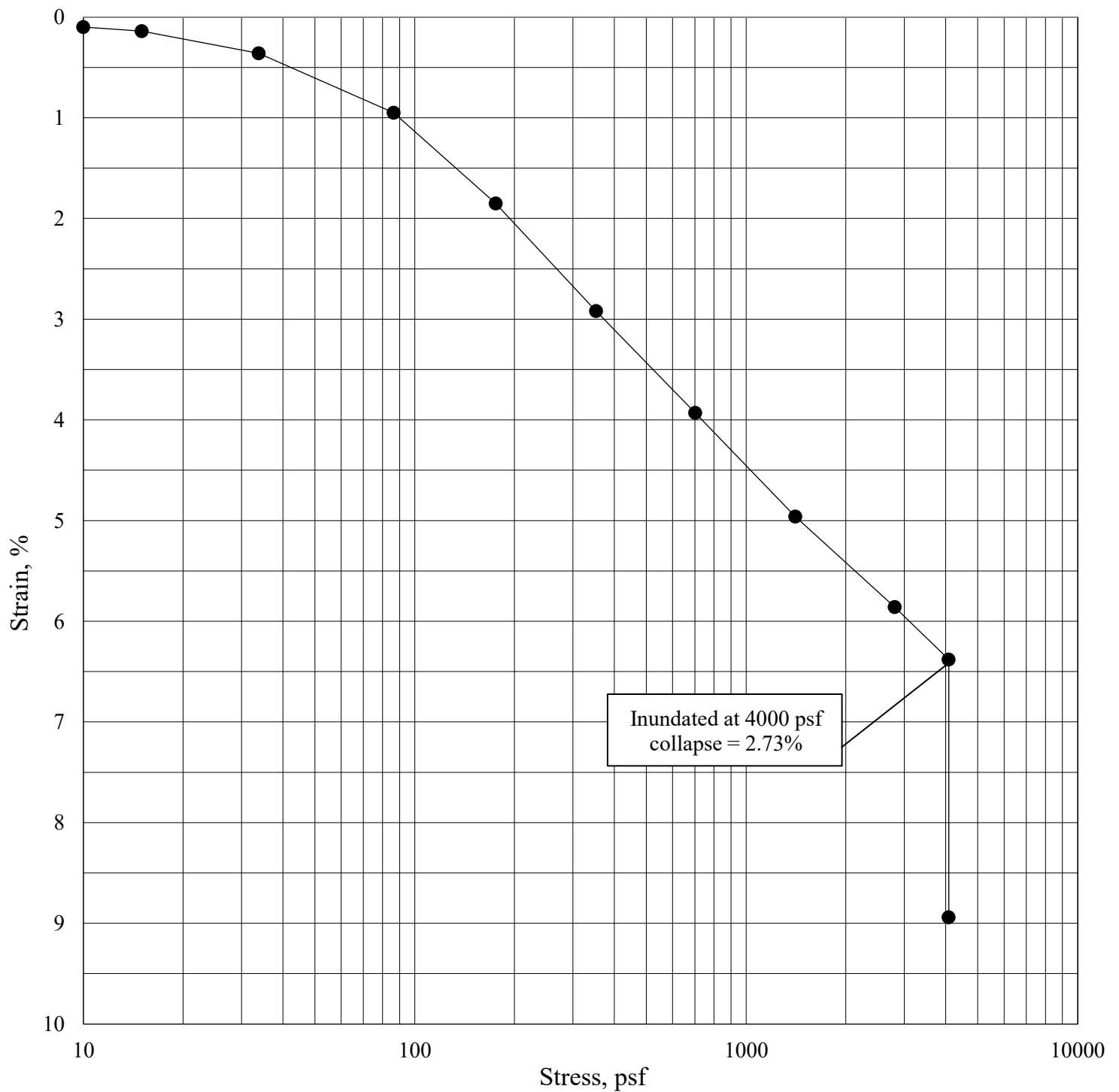
CLIENT: **DAUNTLESS DEVELOPMENT  
SANTA MONICA, CALIFORNIA**



WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			SAMPLE ID	RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									
		22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	12 31	X X		BH4-4 3" DM	100	25'-26' 0"-12", DRY TO MOIST, BROWN, GRAVELLY SILT WITH SAND AND CLAY, ~50% SILT/SAND/CLAY, ~50% GRAVEL, DENSE/HARD			31			SOFTER MATERIAL WITH INTERMITTENT GRINDING DUE TO GRAVELS FROM 23' - 35'
		13 21 10				BH4-5 2" SS	61	30'-31.5' 0"-3", DRY, LIGHT BROWN, SILTY CLAY, PP=1.0 TSF STIFF 3"-11", DRY, BROWN/RED/GRAY/WHITE, SILTY GRAVEL WITH SAND, DENSE			31			
		31 38 41				BH4-6 2" SS	100	35'-36.5' 0"-18", DRY, GRAY/WHITE/BROWN, PULVERIZED GRAVEL WITH SILT AND CLAY, ~80% GRAVEL, ~20% SILTY CLAY MATRIX, VERY DENSE, FILGC			74			BIT GRINDING FROM 36' - 38'
		32 40 50 4				BH4-7 2" SS	94	40'-41.5' 0"-17", DRY TO MOIST, GRAY/WHITE/PINK/BROWN/GOLD, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC			>50			SMOOTH, HARD DRILLING FROM 39' - BOTTOM OF BORING

WELL LOG	GRAPHIC LOG	(Ft)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67					49'-50.5' 0"-6", DRY TO MOIST, GRAY/WHITE/PINK/BROWN/GOLD, SILTY SAND WITH GRAVEL, ~30% GRAVEL, ~70% SILTY SAND MATRIX, VERY DENSE, FILGC						BIT GRINDING AT 49'  BOTTOM OF BORING AT 49.5'  NO GROUNDWATER ENCOUNTERED.  FINISHED DRILLING AT 2:00 PM  CAVE-IN AT 29'
			50 5"			BH4-8 2" SS 33				>50			

# LABORATORY RESULTS



Inundated at 4000 psf  
collapse = 2.73%

Boring No.	BH1-8	Depth:	30.5' - 31.0'	Initial Dry Density (pcf)	97.5	Initial Moisture Content (%)	24.1
Sampled By:	AP/NE	Date Received:	12/11/24				
Soil Description: Silty clay (CL- ML) with sand, slightly plastic, trace gravel and pinholes, brown, wet, medium							

12/23/24

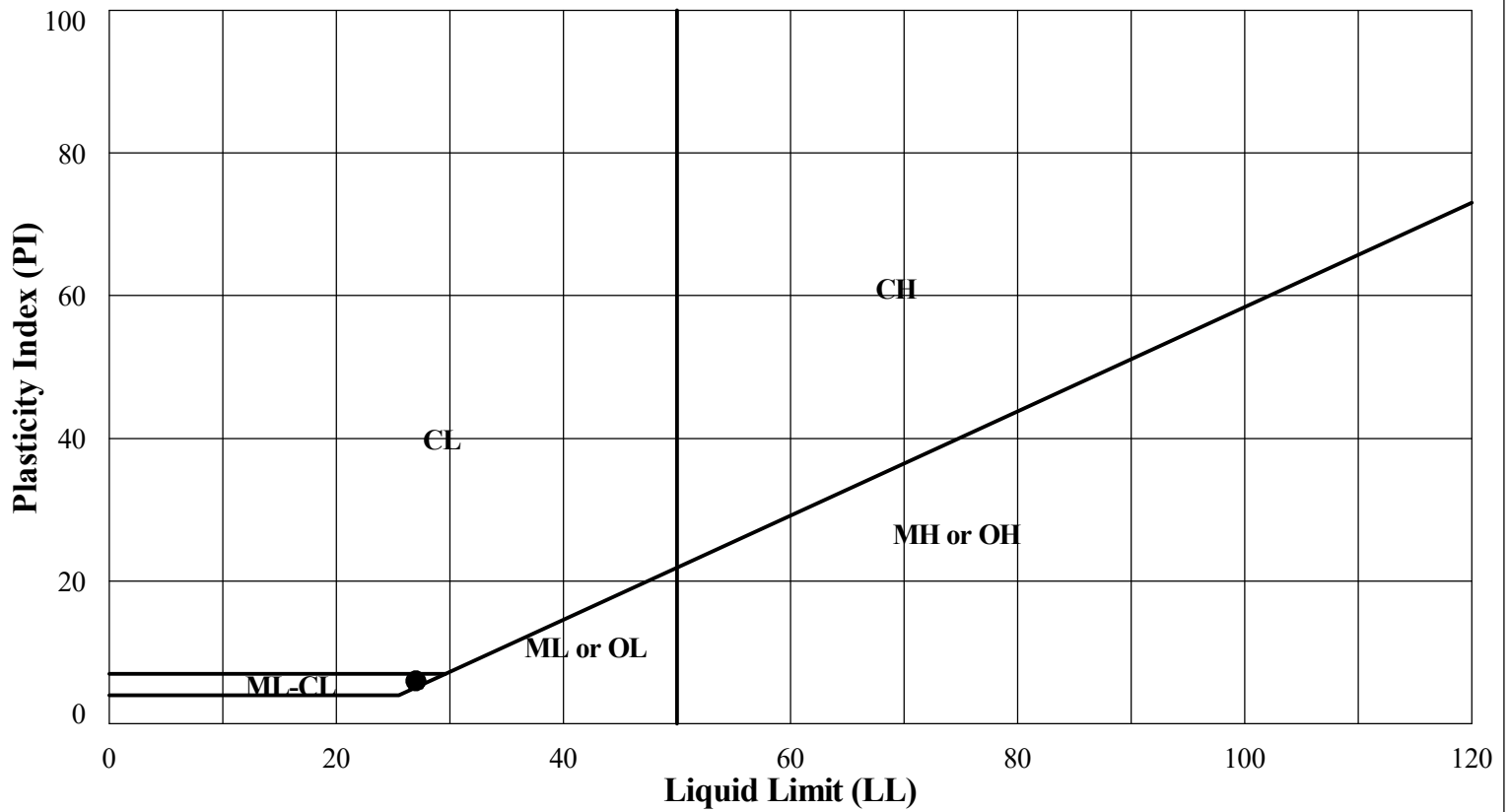


P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

### Consolidation/Swell Test

SK Project Number: 08-2506L  
Nelson Project Number: 23-414-02  
50 S Millward St Hotel  
Jackson, Wyoming





Legend



Boring

BH1-8

Sample No.

CS

Depth

30.5'-31.0'

LL

27

PL

21

PI

6

P 200, %

82.2

MC

24.1%

Classification

CL-ML



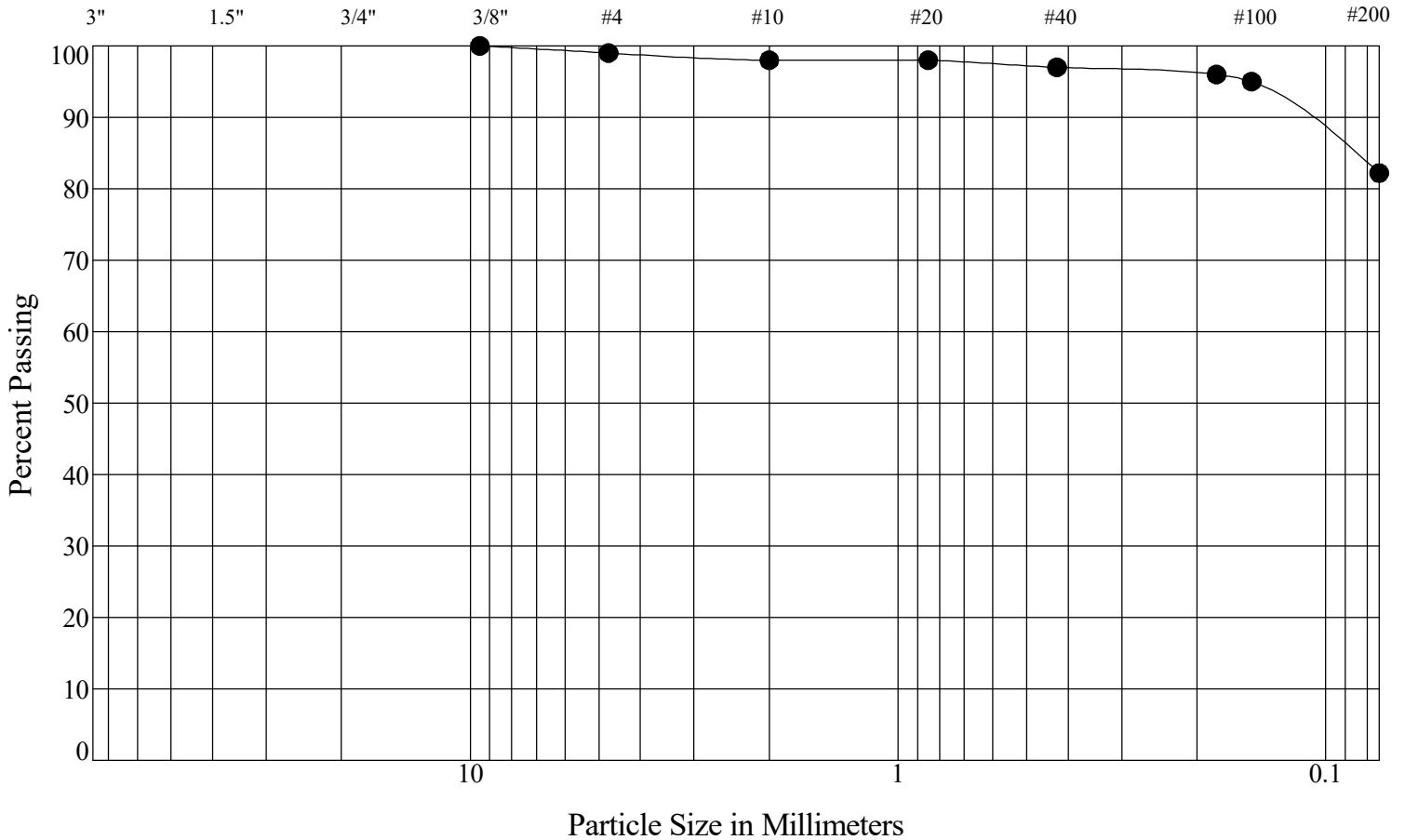
2511 Holman Avenue  
P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

## Atterberg Limits Tests

Project Number: 08-2506L  
23-414-02 50 S Millward St Hotel  
Jackson, Wyoming

12/16/24

## Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

### Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	99	98	98	97	96	95	82.2

Sample: BH1-8  
 Sample No.: CS  
 Depth: 30.5'-31.0'

Date Received: 12/11/24

Liquid Limit: 27

Plastic Limit: 21

Plasticity Index: 6

Classification: CL-ML

Moisture Content: 24.1%

Percent Gravel: 1.0  
 Percent Sand: 16.8  
 Percent Silt + Clay: 82.2  
 ASTM Group Name: SILTY CLAY with SAND



2511 Holman Avenue  
 P. O. Box 80190  
 Billings, MT 59108-0190  
 Phone: 406.652.3930  
 Fax: 406.652.3944

## Sieve Analysis

Project Number: 08-2506L  
 23-414-02 50 S Millward St Hotel  
 Jackson, Wyoming

12/16/24