

Jackson Town Council Regular Meeting

January 7, 2019

6:00 PM

Town Council Chambers

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance

II. RESOLUTIONS

- A. Resolution of Appreciation for Bob Lenz
- B. Resolution of Appreciation for Don Frank

III. NEW EMPLOYEE INTRODUCTIONS

- A. Pablo Vazquez and Bill Knight, Teton Valley Commuter Drivers (Postponed - Not able to Attend)

IV. PUBLIC COMMENT

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

V. APPROVAL OF 2018 MEETING MINUTES (By Special Committee)

- A. December 17, 2018 workshop, December 17, 2018 regular meeting, and December 20, 2018 special meeting

VI. CONSENT CALENDAR

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

- A. Disbursements
- B. Municipal Court Report for December 2018
- C. START and Grand Targhee Resort Service Operator Agreement
- D. Water Line Easement at 660 West Broadway
- E. Official Depositories for 2019
- F. Fifth Amendment to the CMAR for West Broadway Landslide Project

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

- A. Administration

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

1. Restaurant Liquor License Application from Scarfish LLC *dba* Suda (Sandy Birdyshaw, Town Clerk)
2. Proposed Updates to Jackson Municipal Code Title 6 (Sandy Birdyshaw, Town Clerk)
- B. Police Department
 1. Amendment to Title 12.16 Airport Regulations (Todd Smith, Chief of Police)
- C. Engineering
 1. Construction Management Plan for 60 East Pearl Avenue – Fire/EMS Station One Addition (Brian Lenz, Town Engineer)
- D. Planning
 1. **Item P17-147:** Golf & Tennis Master Plan (Roby Hurley, Teton County Planner)
 2. **Item P18-208:** Snow King Planned Resort District Master Plan Amendment (Tyler Sinclair, Planning Director) *This item will be continued to January 22.*
 3. **Item:** Town Council Letter of Comment to U.S. Forest Service on Snow King Resort Master Plan (Tyler Sinclair, Planning Director) *This item will be continued to January 22, (under the same staff report).*
 4. **Item P18-314:** Land Development Regulations (LDR) Clean-Up (Paul Anthony, Principal Planner)
 5. **Item P18-267:** Zoning Map Amendment for 135 & 175 East Broadway Avenue (Paul Anthony, Principal Planner) *This item will be continued to January 22.*

VIII. ORDINANCES

- A. **Ordinance P:** An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code Establishing Disposable Bag Requirements (Presented for 3RD Reading and designated Ordinance 1205)
- B. **Ordinance S:** An Ordinance Amending and Reenacting Section 1 of Town Ordinance 1074 (part) and Division 4.4 Planned Unit Development Zones to Add Section 4.4.2.h.7 of the Town LDRs, for a Neighborhood Medium Density-2 Zone (*Glenwood project P17-201*) (Presented for 2ND reading)
- C. **Ordinance T:** An Ordinance Amending and Reenacting Section 2 of Town Ordinance 1074 (part) and the Town's Official Zoning District Map to Change the Current Zoning of Land Addressed at 640 & 650 S. Glenwood Street to Planned Unit Development – Neighborhood Medium Density-2 (*P17-201*) (Presented for 2ND reading)
- D. **Ordinance U:** An Ordinance Amending and Reenacting Section 12.16.030 of the Jackson Municipal Code Providing Law Enforcement Jurisdiction at the Jackson Hole Airport (Todd Smith, Presented for 1ST reading)

IX. MATTERS FROM MAYOR AND COUNCIL

- A. Voting Delegate Form for WAM Winter Conference (*in February 2019*)
- B. Board and Commission Reports

X. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

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

XI. ADJOURN

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

TOWN OF JACKSON RESOLUTION 19-01

WHEREAS, Robert F. Lenz has served the Town of Jackson faithfully for twelve years as a Town of Jackson Councilman from January of 2007 to January of 2019; and

WHEREAS, Bob also served and as Mayor Pro Tem from January 2011 through January 2014; and

WHEREAS, Bob has represented the Town of Jackson through his many years of service as liaison to the Historic Downtown Business District, Jackson Hole Historical Society & Museum, the Museum Administrative Board, the Jackson/ Teton County Housing Authority and Housing Supply Board, START Bus Joint Powers Board, the Fair Board, plus other numerous committees and subcommittees of the Town Council; and

WHEREAS, Bob's third term on the Jackson Town Council has expired and we shall deeply miss his priceless local perspective, his no-nonsense approach, his knowledge of parliamentary procedure, his commitment to sustain Jackson's unique character while balancing scenic and agricultural resources that define that character; and

WHEREAS, Bob worked tirelessly to represent the Town of Jackson to the Wyoming Association of Municipalities and the rest of the state, establishing meaningful relationships with other Mayors and Councilmembers which helped present Jackson in a positive light and also consistently attended the Colorado Association of Ski Towns meetings to further his knowledge of issues affecting Rocky Mountain resort communities; and

WHEREAS, Bob was an advocate for property acquisition during his tenure on the Town Council with the saying, "They're not making any more land," and his decisions in this regard will serve the community far beyond the needs of today and well into the future; and

WHEREAS, Bob was a strong and unwavering advocate for improved walkability, wide sidewalks, and appropriate street lighting to further promote livability and a sense of community for residents and guests of all abilities and needs; and

WHEREAS, those staff members and Councilmembers close to Bob felt and feel special because he cares about individuals, takes the time to make connections, respects opinions and needs of others and truly cares about all of us working at the Town, our families and needs; and

WHEREAS, Bob could be counted on to give credit where credit was due, and was always complimentary of the staff and their work and how the issues were presented; and

WHEREAS, Bob's integrity and diligence has greatly improved the community over the years and Jackson is a better place for Mr. Lenz having served these past twelve years; and

WHEREAS, without public minded citizens such as Bob Lenz, local governments such as ours would be very challenged to deliver the services that the community demands and deserves; and

WHEREAS, the above efforts were consistently undertaken without any recognition sought or received.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all of the people of the Town of Jackson, the employees of the Town of Jackson, and Jackson Hole community, shall and do hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank-you to Bob Lenz for his many years of dedicated service to the Town of Jackson government and community.

BE IT FURTHER RESOLVED, that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the many years of devoted service from Bob Lenz.

DATED THIS 7th DAY OF JANUARY, 2019.

ATTEST:

Sandra P. Birdyshaw, Town Clerk

Pete Muldoon, Mayor

TOWN OF JACKSON RESOLUTION 19-02

WHEREAS, Donald W. Frank has served the Town of Jackson faithfully for six years as a Town of Jackson Councilman from January of 2013 to January of 2018; and

WHEREAS, Don has represented the Town of Jackson by serving as liaison to the Town's Design Review Committee, Jackson Hole Community Housing Trust, Jackson/Teton County Parks and Recreation Board, the Town's Planning and Zoning Commission, plus numerous committees and subcommittees of the Town Council; and

WHEREAS, Don has been a staunch advocate for employees and employee issues during his tenure on the Council, consistently supporting wage and benefit issues and those affecting the welfare and equal treatment of all employees in the organization; and

WHEREAS, Don could always be counted on to have researched the issues and to come to the meeting prepared and with the ability to talk about those issues intelligently and passionately; and

WHEREAS, Don's technical expertise on any issue related to buildings and construction was relied upon by the Council and staff to help understand those technical issues and assist the rest of the Council through those discussions; and

WHEREAS, Don was always quick with a smile, a joke, and a sincere interest in employees, their families, and how things were going; and

WHEREAS, Don stepped up to serve by filling in and assisting the Council when a vacancy existed without any agenda related to personal ego, personal issues, or personal gain, and was a true public servant without any kind of agenda; and

WHEREAS, without public minded citizens such as Don Frank, local governments such as ours would be hard pressed to deliver the services to the community that the community demands and deserves; and

WHEREAS, frequently these efforts were undertaken without recognition being sought or received; and

WHEREAS, Don's term on the Town Council has expired and we shall truly miss his consistent, unwavering stewardship for providing housing opportunities and alternative transportation options, to maintain a healthy community and diversified local economy, his "*frankness*" and humorous conclusions.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all of the people of the Town of Jackson and Jackson Hole community, shall and do hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank-you to Don Frank for his many years of dedicated service to the Town of Jackson government and community.

BE IT FURTHER RESOLVED, that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the many years of fine service of Don Frank.

DATED THIS 7th DAY OF JANUARY, 2019.

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

This is an excerpt from the Town Council proceedings taken at the December 17, 2018 regular meeting.

Matters from Mayor and Council.

Committee Appointments for Approval of Minutes. A motion was made by Bob Lenz and seconded by Don Frank to appoint a special committee comprised of Pete Muldoon, Hailey Morton Levinson and Jim Stanford for the purpose of approving the minutes at the next regular meeting due to a change in the makeup of the Town Council. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

DECEMBER 17, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:04 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon

COUNCIL: Jim Stanford, Don Frank and Bob Lenz. Hailey Morton Levinson was absent.

STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, Tyler Sinclair, Paul Anthony, Johnny Ziem, Floren Poliseo, Brian Lenz, Darren Brugmann, April Norton, Carl Pelletier, and Sandy Birdyshaw.

Mayor Muldoon introduced new Town employee Connie Avery, Community Service Officer and Vikki Howell, Transit Supervisor.

Mayor Muldoon announced changes to tonight's workshop and regular meeting agendas.

Item P18-333: Development Agreement for Center Street Hotel at 112 Center Street. Paul Anthony, Larry Pardee, Brian Lenz, April Norton, and Audrey Cohen Davis made staff comment. Rick Knori with Lower Valley Energy made comment on utility placement. Jim Walter of Crystal Creek Capital made comment.

A motion was made by Don Frank and seconded by Jim Stanford to approve the Development Agreement as presented and with the revisions of removing the highlighted language regarding maintenance and snow removal in section 4.B.2.iii.2. *"provided, however, that Developer shall be entitled to reimbursement of reasonable maintenance expenses, including costs of snow removal, as may be equitably allocated if the owner or occupant of the property upon which the temporary public access is located utilizes the same"*, to direct staff to pursue the relocation of those utilities to the east side of King Street and north of the parking lot, that those relocation costs are to be borne by the applicant, and to include Exhibits C and C2 in the Agreement which were received today. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Construction Management Plan for 112 Center Street Hotel Project. Brian Lenz and Larry Pardee made staff comment. Jim Walter and Jason Burnie of Crystal Creek Capital made comment.

A motion was made by Don Frank and seconded by Jim Stanford to continue this item to the next available meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P17-147: Golf & Tennis Master Plan. *The allotted time for this meeting did not allow for this item to be heard.* A motion was made by Jim Stanford and seconded by Bob Lenz to continue this to the next available meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Don Frank and seconded Jim Stanford to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 5:38 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 17, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall at 150 East Pearl at 6:03 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon
COUNCIL: Jim Stanford, Don Frank and Bob Lenz. Hailey Morton Levinson was absent.
STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, Roger Schultz, Tyler Sinclair, Paul Anthony, Tyler Valentine, Floren Poliseo, Johnny Ziem, Kelly Thompson, and Sandy Birdyshaw.

Don Frank spoke a few words as this was his last regular meeting.

Public Comment. Kevin Cochary made comment on the Snow King amendment process.

New Restaurant Liquor License Application by Alba's Fine Foods LLC d/b/a The Phoenix and The Dragon. Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of these liquor licenses. No protests were given. Mayor Muldoon closed the public hearing.

A motion was made by Jim Stanford and seconded by Don Frank to approve the issuance of a restaurant liquor license to Alba's Fine Foods LLC dba The Phoenix and The Dragon for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

- 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit and a business telephone number.
- 3) Prior to liquor license issuance, the applicant shall have passed a dispensing room inspection conducted by the Town Clerk or Wyoming Liquor Division.

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

Transfer Restaurant Liquor License Application from Two 45 LLC to Everest Momo Shack LLC. Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of these liquor licenses. No protests were given. Mayor Muldoon closed the public hearing.

A motion was made by Jim Stanford and seconded by Don Frank to approve the restaurant liquor license transfer from Two 45 LLC to Everest Momo Shack LLC for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

- 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit.
 - 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division
- Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Annual renewal of Jackson Elk's Club Gaming License. Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of a gaming license. No protests were given. Mayor Muldoon closed the public hearing.

A motion was made by Don Frank and seconded by Bob Lenz to approve the Bingo Gaming License Renewal Application for the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 for the 2019 calendar year and direct the Town Clerk to issue the license. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

- A. **Meeting Minutes.** To approve the meeting minutes for the December 3, 2018 regular meeting, December 4 and 10, 2018 special meetings as presented.
- B. **Disbursements.** To approve the disbursements as presented. Jackson Curbside \$1335.00, Carquest \$475.16, Safety Supply \$3047.64, CMI-Teco \$111.23, Ace Hardware \$325.22, Teton County Sheriff \$1008.00, Delcon \$4925.23, Thyssen Krupp Elevator \$288.39, Airgas Intermountain \$95.29, High Country Linen \$1751.51, Interstate Battery \$549.70, Interwest Supply \$7911.92, Jackson Paint & Glass \$927.48, Jackson Hole News & Guide \$5733.83, LVPL \$24504.18, Teton County Fund 19 \$127124.44, Nelson Engineering \$10693.00, O’Ryan Cleaners \$242.42, John Ryan \$91.50, Napa \$416.94, Teton Motors \$168.64, Thompson Palmer \$30000.00, Wyoming Law Enforcement \$140.00, White Glove Cleaning \$968.49, Greenwood Mapping \$832.50, Electrical Wholesale \$39.06, Quick Brown Fox \$995.00, Rendezvous Engineering \$2865.95, Westbank Sanitation \$678.02, Teton County Integrated \$1051.06, Cummins Rocky Mountain \$261.20, Freedom Mailing \$1764.98, Macy’s Service \$1764.98, Emerg-a-care \$251.00, RST Sand & Gravel \$41.04, Rotary Club \$360.00, Teton County Special Fire \$34202.36, Galls \$143.64, Energy Laboratories \$418.00, Motorola \$24441.25, Teton County Transfer Station \$450.00, Teton County Clerk \$279572.25, One Call of Wyoming \$138.00, Spring Creek Animal Hospital \$85.18, Blue Spruce Cleaners \$404.42, Teton County Fund 10 \$38336.21, Western States \$304.94, Verizon Wireless \$82.65, Division of Victim Services \$250.00, Kenworth \$1338.20, Benefit Administrators \$72.00, Luminator Mass Transit \$1438.58, Westwood Curtis \$89114.93, Yellow Iron Excavation \$736.00, LDA \$59.18, Teton Trash Removal \$42.50, Meridian Engineering \$332.50, James Bristol \$100.00, Kudar Enterprises \$1000.00, Arlen Stickney \$80.00, ER Office Express \$591.88, Two Ocean Builders \$5000.00, Architectural Building Supply \$1505.00, Friends of Pathways \$9245.00, UPS \$56.56, Amsoil \$6781.50, Exposure Signs \$275.00, Advanced Glass Trim \$300.00, Bob Lenz \$1098.10, Bill Guheen \$100.00, Miller Sanitation \$280.00, Stinky Prints \$220.00, Idaho Falls Peterbilt \$226.00, Community Transportation \$925.00, Gillig \$3636.26, Commercial Tire \$751.16, Fire Services of Idaho \$320.00, Sherwin Williams \$1612.97, Meyring & Associates \$331.49, Neofunds \$2000.00, FHD Fowler \$88.38, Fish Creek Excavation \$27000.00, Chris Rorke \$1012.50, Bliss Cargo \$105.00, Team Laboratory Chemical \$847.50, Silver Creek Supply \$45.31, Porter’s Office Supply \$103.99, Teton Signs \$188.75, Jim Corsi \$85.00, Schow’s Truck \$347.80, Snake River Roasting \$730.64, Fleetpride \$1191.69, Ron’s Towing \$125.00, Big R \$678.58, MHL Systems \$1942.00, Wyoming Association of Rural Water \$524.00, Kois Brothers \$981.00, Dean’s Pest Control \$140.00, Snow King Hotel \$4758.98, Big Bear Towing \$600.00, GM Sheetmetal \$272.20, Oldcastle Precast \$585.00, Jelly Donut \$300.00, Salt City Sales \$1107.40, Kellerstrass \$23886.53, Palomino LLC \$1000.00, Transit Talent \$190.00, Rink Tec \$667.55, Lepco \$1233.00, Wyoming Garage Door \$933.00, Rich Broadcasting \$1848.00, RUI \$1066.20, Teton Tools \$208.25, Boreal Property \$12826.00, Kimley Horn \$11782.50, City of Driggs \$1127.33, Dude Solutions \$10000.00, Hole Food Rescue \$1250.00, Power Engineering \$694.25, Water Werks \$1121.44, West Coast Code Consultants \$7505.00, Day Wireless \$390.00, Jackson Hole Aviation \$136.32, Glenda Harmom \$1900.00, Dustbusters \$3171.86, Gregorio Garcia \$100.00, Joseph Haight \$1500.00, Ben MacKay \$1000.00, Rick Schreiber \$100.00, Lance D Oviatt \$521.25, Robert Craigie \$100.00, Windham Weaponry \$3890.00, Dynamic Custom Homes \$2500.00, Jackson Towing Partners \$1350.00, EcoConnect \$12796.45, Sean Tippetts \$1180.00, Jackson Mattress \$1137.00, Emerald Services \$276.70, Leo’s Construction \$9237.80.
- C. **November 2018 Municipal Court Report.** To accept the November 2018 Municipal Court Report into the record as presented.
- D. **Temporary Sign Permit: National Elk Refuge (P18-348).** To approve the temporary banner in conjunction with the National Elk Refuge subject to three (3) conditions of approval.
- E. **Temporary Staffing Issues.** To approve the request to temporarily over-hire a sworn Police Officer position in the Police Department and add a full time Supervisor in the Transit Department.
- F. **Request for Additional Connection to Wilson Sewer District System.** To approve the connection of Lot 1, Linn Subdivision, 2620 N. Lily Lake Drive to the Wilson Sewer District as presented.
- G. **Bid 19-05 Purchase of an All-Electric Sedan for Public Works Sewer Division.** To accept and approve Bid# 19-05 for the purchase of a new All-Electric Sedan vehicle and award the bid to Teton Motors of Jackson, Wyoming, in the amount of \$29,977.00.
- H. **Bid 19-09 Purchase of a Roll-Off Water Tanker for Public Works Street Division.** To accept and approve Bid# 19-09 for the purchase of a new Roll-Off Water Tanker and award the bid to Shell Equipment Company of Littleton, Colorado, in the amount of \$66,739.00.
- I. **Bid19-10 Purchase of a Half-Ton 4x4 PickUp for Public Works Water Division.** To accept and approve Bid# 19-10 for the purchase of a new Half Ton 4x4 Regular Cab vehicle and award the bid to Teton Motors of Jackson, Wyoming, in the amount of \$23,588.00.
- J. **Leases for Three Gillig High-Floor Motor Coaches for START.** To approve the Vehicle Lease Agreement with Shuttle Bus Leasing (SBL) allowing the lease of three (3) Gillig 40-foot style vehicles for the Winter Season 2018-19 and for duration of four (4) months.

Temporary Sign Permit: Teton Sports & Spine Imaging (18-358). Tyler Sinclair made comment. Brianna Mulligan made comment as the applicant. A motion was made by Bob Lenz and seconded by Don Frank to approve the temporary banner in conjunction with the Teton Sports & Spine Imaging subject to three (3) conditions of approval. Mayor Muldoon called for the vote. The vote showed 0-4 in favor and the motion failed unanimously.

Special Event: Skijoring. Carl Pelletier made comment. A motion was made by Don Frank and seconded by Bob Lenz to approve the special event application made by Skijor USA, to host the Jackson Hole Skijoring special event on Saturday, January 12 and Sunday, January 13, 2019 utilizing the proposed race course outlined in the staff report, subject to the conditions and restrictions listed in the staff report. In the event that Public Works deems the use of the Fair Grounds parking lot necessary for snow storage, the applicant will utilize an approved alternative race course site. Mayor Muldoon called for the vote. The vote showed 3-1 in favor, with Lenz opposed and the motion carried.

Item P18-286: Subdivision Plat for One Town Hill at 680 S. Cache Street. Tyler Sinclair and Audrey Cohen Davis made staff comment. Jim Walter made comment. Public comment was given by Kevin Cochary.

Based upon the findings as presented in the staff report for Item P18-268, a motion was made by Don Frank and seconded by Bob Lenz to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the One Town Hill Condominium Addition to the Town of Jackson, for the property located at 680 South Cache Street containing 9 commercial and 34 residential condominium units (29 market and 5 restricted) subject to the departmental reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. The applicant shall pay all Park and School Exaction fees prior to recording of the plat.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record an affidavit affecting title against the five (5) deed restricted units.

Mayor Muldoon called for the vote. The vote showed 3-1 in favor, with Stanford opposed. The motion carried.

Item P18-298: Subdivision Plat for 115 East Pearl. Tyler Valentine made staff comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-298, a motion was made by Bob Lenz and seconded by Jim Stanford to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the 115 East Pearl Condominiums Addition to the Town of Jackson for the property addressed at 115 E. Pearl Avenue subject to the departmental reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. The applicant shall pay all Park and School Exaction fees prior to recording of the plat.
3. Upon recording the final plat, the applicant shall work with the Jackson Teton County Housing Department and record an affidavit affecting title against the existing deed restricted unit that references the original deed restriction.

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

Item P18-136, -330: Development Agreement Amendment and Development Plan Amendment for Westview Townhomes at 1255 W. Highway 22. Tyler Valentine, Brian Lenz, and April Norton

made staff comment. Stephan Fodor made comment on behalf of the applicant. Charlie Schwartz made comment as the applicant.

Item A: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-330, a motion was made by Bob Lenz and seconded by Don Frank to make findings 1-6 as set forth in Section 8.3.2. (Development Plan) of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with the Town’s Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals to approve an amendment to a Development Plan, specifically to amend the Westview Housing Mitigation Plan and change the restriction type to a Workforce Ownership Restriction, for the property addressed at 1255 W Highway 22, subject to the department reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B: A motion was made by Bob Lenz and seconded by Don Frank to approve an amendment to the Westview Development Agreement (Item P18-136) and direct staff to prepare the final agreement for the Mayor to sign provided that prior to signing the agreement the applicant provide a new bond which has an expiration date of 25 months past the approved date of forfeiture.

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

Item P18-314: Land Development Regulations (LDR) Clean-Up.

A motion was made by Jim Stanford and seconded by Bob Lenz to continue this item to the regular meeting on January 7, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-047, -048, -049: Sketch Plan, Zoning Map Amendment, & Conditional Use Permit for Central Wyoming College (CWC) at 235 & 255 Veronica Lane.

Item P18-046: Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane.

A motion was made by Jim Stanford and seconded by Don Frank to continue this item to a future council meeting on a date uncertain. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 18-19: Three Creek Ranch Utility Rates. Kelly Thompson made staff comment. John Wylie on behalf of Three Creek Ranch HOA made public comment.

A motion was made by Jim Stanford and seconded by Bob Lenz to approve Resolution 18-19 as presented.

RESOLUTION 18-19: A RESOLUTION ADOPTING 2019 WATER AND WASTEWATER RATES FOR 3 CREEK RANCH SUBDIVISION.

WHEREAS, the Town of Jackson, pursuant to Ordinances 992 and 991 as codified in Subsections 13.04.300 (C) and 13.08.013 (G) of the Jackson Municipal Code, shall annually recalculate the water and wastewater rates using the budget in effect at the time; and,

WHEREAS, the 3 Creek Ranch Subdivision water and wastewater rates have a separate base, volume and replacement charge; and,

WHEREAS, at the request of 3-Creek Subdivision customers, the water and sewer rate structure was reviewed in FY2018 by Raftelis, a professional firm specializing in the area of finance of public sector utilities. The structure was deemed a fair and reasonable approach consistent with industry practices and Wyoming statutes; and,

WHEREAS, the Town Council has adopted the 2019 Budget thereby affecting the water and wastewater charges in effect since January 1, 2017; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the water and wastewater base charges for 3 Creek Ranch Subdivision, starting January 1, 2019, shall be as follows:

Water volume charge	\$ 1.11 per thousand gallons
Water annual base charge	\$ 1,427.64 per year
Water replacement charge	\$ 294.72 per year
Wastewater volume charge	\$ 1.88 per thousand gallons
Wastewater annual base charge	\$ 848.52 per year
Wastewater replacement charge	\$ 288.12 per year

PASSED, APPROVED, & ADOPTED this 17th day of December, 2018.

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

A motion was made by Jim Stanford and seconded by Don Frank to direct staff to continue discussions water and sewer rates for the Three Creek Ranch subdivision with property owners and their representatives to include the thirteen-year underpayment to the Town and bringing the balance to current status. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Bob Lenz and seconded by Jim Stanford to read ordinances by short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance P: An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code
Establishing Disposable Bag Requirements.**

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Public comment was given by Shawn Love, Wes Gardner, Greg Miles, and Dawn Webster. Lea Colasuonno made staff comment. Heather Overholser from Integrated Solid Waste and Recycling made comment.

A motion was made by Don Frank and seconded by Bob Lenz to continue this to the regular Council meeting on January 7, 2019. Mayor Muldoon called for the vote. The vote showed 3-1 in favor, with Stanford opposed. The motion carried.

**Ordinance S: An Ordinance Amending and Reenacting Section 1 of Town Ordinance 1074
(part) and Division 4.4 Planned Unit Development Zones to Add Section 4.4.2.h.7 of the Town
LDRs, for a Neighborhood Medium Density-2 Zone (Glenwood project P17-201).**

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Don Frank and seconded by Jim Stanford to approve Ordinance S at first reading to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (P17-201) (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance T: An Ordinance Amending and Reenacting Section 2 of Town Ordinance 1074
(part) and the Town's Official Zoning District Map to Change the Current Zoning of Land
Addressed at 640 & 650 S. Glenwood Street to Planned Unit Development – Neighborhood
Medium Density-2 (P17-201).**

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY-2 (NM-2) TO PLANNED UNIT DEVELOPMENT-NEIGHBORHOOD MEDIUM DENSITY-2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Don Frank and seconded by Jim Stanford to approve Ordinance T at first reading Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development - Neighborhood Medium Density-2 (P17-201) (PUD-NM-2 (P17-201)). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council.

Committee Appointments for Approval of Minutes. A motion was made by Bob Lenz and seconded by Don Frank to appoint a special committee comprised of Pete Muldoon, Hailey Morton Levinson and Jim Stanford for the purpose of approving the minutes at the next regular meeting due to a change in the makeup of the Town Council. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Bob Lenz shared his thoughts on housing.

Town Manager’s Report. A motion was made by Jim Stanford and seconded by Don Frank to accept the Town Manager’s Report. The Town Manager’s Report contained an update on Sales and Lodging Tax and the Town’s Leadership and Culture Development. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Don Frank and seconded by Bob Lenz to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:20 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 20, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Council Chambers located at in Town Hall at 150 East Pearl Avenue at 2:58 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Jim Stanford, Hailey Morton Levinson, and Don Frank. Bob Lenz arrived at 3:06 pm

STAFF: Larry Pardee, Audrey Cohen-Davis, Lea Colasuonno, Tyler Sinclair, April Norton, and Sandy Birdyshaw.

Snow King Resort Master Plan Base Area Amendments. Tyler Sinclair made introductory remarks and suggestions for the flow of discussion. The following are conditions of approval that were modified to reflect Council's direction at the December 4, 2018 special meeting. (This is not a complete listing of the conditions.)

#6. **Chapter 5:** Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses. Specifically, a zip line landing area may ~~to be~~ proposed as a Conditional Use Permit in Sub-area #4 only.

added 15. **Chapter 7: The applicant shall include as part of each Development Plan application all necessary alternative mode connections to all off site locations be identified.**

~~19~~ 20. **Chapter 7:** The applicant shall revise the language in the plan to require a CUP process to determine a final design of Phil Baux Park. The revised plans would allow the landing of the gondola on Town property in a location that does not divide the park. In addition, site circulation for all modes of transportation should be addressed including the location of parking, pick up and drop off, locker areas, START bus stops, etc. Buildings and improvements should be clustered together near existing improvements to obtain as much open space as possible. The detailed plan should locate improvements generally at the street level to address accessibility and ease of access during all seasons. ~~Consideration should be given to providing~~ **The plan shall ensure that there is an adequate waiting area for large numbers of gondola users so as to not impact the other users of the park.**

Original Conditions numbered 28-32 was modified to reflect Council's direction given at the December 4, 2018 special meeting. (This is not a complete listing of the table.) Tyler Sinclair stepped through the table for additional discussion or modification by the Council. Ryan Stanley and Jeff Golightly responded to Council questions and participated in discussion.

Commitment: Definition of SKRMA membership in Master Plan including shares and what landowners, if any, are not required to participate. *Council discussed this issue and directed the applicant to continue to clarify the request.*

Commitment: ~~Define the minimum resources required to cover SKRMA commitments.~~ **The applicant shall assess a SKRMA fee of a minimum of 1% on overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This funding mechanism will establish a reserve of fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or to other resort district obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only but rather as a reserve to ensure that the district can maintain compliance with all obligations of the master plan. If violated post development: ~~n/a~~ All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.** *Revised to reflect Council direction.*

Commitment: ~~Maintain minimum resources required to cover SKRMA.~~ *Council direction was to not require a minimum balance.*

Commitment: An Annual Report **based upon the SKRMA fiscal year** to include: 1) phasing plan compliance, 2) SKRMA financial information 3) SKRMA board composition, 4) status of organization, 5) current membership and contact information, 6) etc. *Council discussed and revised to allow some flexibility in timing of the report based upon fiscal year.*

Commitment: ~~Maintain current hours of lift operation (or negotiate alternative with Town).~~ **The applicant shall maintain winter operations at 49 hours of week barring unforeseen weather conditions, mechanical failures, or operational challenges that may necessitate deviation. The applicant shall maintain a minimum of 49 hours a week of winter operations on average over the season defined as between December 10 and March 31. The hours of operation shall include**

accommodation of key user groups including but not limited to the Doug Combs Foundation and the Jackson Hole Ski and Snow Board Club. Compliance with this requirement shall be included in the annual report. Revised to reflect Council direction.

Commitment: Private shuttle service ~~downtown and to Teton Village~~ **to be reviewed for compliance as part of the annual report** ~~reasonable and measured contribution to START as determined by START Board and approved by Town or applicant shall be required to provide a reasonable and measured contribution to START as determined by the START Board, Town Council and SKRMA based upon a defined metric of ridership by resort guests.~~ *Revised to reflect Council direction.*

Commitment: ~~Define hours of lift operation in Master Plan.~~ *Revised to reflect Council direction above.*

Commitment: ~~Enter procedural agreement with Town of Jackson regarding how/when to close for conditions (summit and ski hill)~~ **Applicant shall notify the Town prior to significant avalanche control and include in the required annual report.** *Revised to reflect Council direction.*

Commitment: ~~Maintain reasonable ski rates for locals as compared to other ski resorts in the area.~~ *Council removed this requirement.*

Commitment: ~~Define reasonable ski rates for locals in Master Plan.~~ *Council removed this requirement.*

Commitment: ~~Maintain access for current user groups.~~ *Council addressed above in condition related to hours of operation.*

Commitment: **Applicant shall commit to work with the Town and other partners to provide the land for and construct a second sheet of ice west of the current ice arena, should this location be determined the best location.** *Council determined this was not a requirement of the Master Plan.*

Commitment: **Applicant shall commit to work with the Town and other partners to provide the land for and construct a Mountain Sports Center. Applicant shall show the Mountain Sports Center including a second sheet of ice, as the only use and building envelope in subarea #5 other than the mountain operations facility.** Required prior to: ~~Prior to development of Subareas 1 and 2.~~ *N/A. Council determined this was not a requirement of the Master Plan.*

Commitment: **Building the gondola.** Required prior to: ~~Prior to development of subareas 1 and 2 and a zip line.~~ *Revised to reflect Council direction.*

Commitment: Phil Baux Park improvements as defined by a CUP. Required prior to **December 31, 2019** or prior to development of Lots 53, 57 & 58. *Council discussed without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.*

Commitment: Revise lease agreements and/or land transfers consistent with Master Plans. Required prior to **December 31, 2019** ~~as necessary to meet other commitments.~~ SKRMA and Town. *Council discussed without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.*

Commitment: Revise lease agreements and/or land transfers consistent with Master Plans. Required prior to **December 31, 2019** ~~as necessary to meet other commitments.~~ SKM and Town. *Council discussed without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.*

Review of Additional Improvements on USFS Land. Tyler Sinclair presented key components to be considered in a letter to the Forest Service for Council's consideration. Discussion included where the gondola and zip-line would land, the boundary expansion and road, the multi-use building or observatory on the summit, a beginner terrain on the summit, mountain improvements on the back side, and a lift on the south side of the mountain. Ryan Stanley and Jeff Golightly responded to Council questions and participated in discussion.

Housing. Discussion then moved to housing requirements. Jeff Golightly made comment that Snow King would like to work with staff to develop a program and then bring that back for discussion.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to continue Item P18-208 a Sketch Plan for the Snow King Planned Resort District Master Plan to the regular meeting on January 7, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson directing staff to draft a letter to the United States Forest Service outlying comments on the Snow King Mountain Resort

On-Mountain Improvements Project Proposal provided by Council at this meeting for consideration at the January 7, 2019 Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 5:10 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: January 5, 2019

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2	JACKSON CURBSIDE INC.	00026359	RECYCLING @ START	12/10/2018	375.00	.00	
2	JACKSON CURBSIDE INC.	00026370	RECYCLING @ TOWN HALL	12/10/2018	405.00	.00	
Total 2:					780.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-415866	ABSORBENT	12/10/2018	12.08	.00	
5	CARQUEST AUTO PARTS INC.	6090-416199	HALOGEN SEALED BULB	12/12/2018	63.92	.00	
5	CARQUEST AUTO PARTS INC.	6090-416268	REAR WIPER BLADE 14"	12/13/2018	10.78	.00	
5	CARQUEST AUTO PARTS INC.	6090-416978	BULB MINI BX OF 10	12/20/2018	20.98	.00	
5	CARQUEST AUTO PARTS INC.	6090-417511	BATTERY GOLD	12/27/2018	134.13	.00	
Total 5:					241.89	.00	
36	IDAHO STATE TAX COMMISSIO	122618	december withholdings	12/26/2018	2,432.00	2,432.00	12/27/2018
Total 36:					2,432.00	2,432.00	
50	CMI - TECO	41383	SPINNER MOTOR, HYD, FRT	12/12/2018	272.85	.00	
Total 50:					272.85	.00	
51	ACE HARDWARE	633598	BATTERY	12/11/2018	6.49	.00	
51	ACE HARDWARE	634095	PAPER TOWEL 2 ROLL, CORD	12/14/2018	62.47	.00	
51	ACE HARDWARE	634478	ICE MELT 40# SAFE STEP	12/17/2018	59.98	.00	
51	ACE HARDWARE	635083	PRIMER/CEMENT HANDY PAC	12/20/2018	26.47	.00	
51	ACE HARDWARE	635265	RING KEY SPLIT 2", NUMBER 4"	12/21/2018	39.70	.00	
51	ACE HARDWARE	635357	hx lag scrw z 3/8x2	12/22/2018	3.20	.00	
51	ACE HARDWARE	635473	LOCK ENTRY ACCENT, LOCK P	12/24/2018	92.94	.00	
51	ACE HARDWARE	635474	CREDIT: RETURN KEY SCHLAG	12/24/2018	17.96-	.00	
51	ACE HARDWARE	635712	BATTERIES	12/27/2018	14.99	.00	
Total 51:					288.28	.00	
55	TETON COUNTY SHERIFF'S-JAI	529	DECEMBER INMATES	01/02/2019	648.00	.00	
Total 55:					648.00	.00	
58	CURRAN-SEELEY FOUNDATIO	010219	3RD QUARTER PAYMENT	01/02/2019	12,062.50	.00	
Total 58:					12,062.50	.00	
65	DELCON INC	18833	PROJ: WO1051- TOJ SURGE PR	11/30/2018	1,834.57	.00	
Total 65:					1,834.57	.00	
81	EVANS CONSTRUCTION INC	5931	JOB NAME: 2018 TOJ SALTED S	12/17/2018	3,188.25	.00	
Total 81:					3,188.25	.00	
88	AIRGAS INTERMOUNTAIN INC.	9083312393	PLUG PWR 3 POLE 3 WR, GGN	12/04/2018	70.25	.00	
88	AIRGAS INTERMOUNTAIN INC.	9083656759	STRTR KT FLUSHCUT DURAMA	12/17/2018	138.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 88:					209.00	.00	
96	HIGH COUNTRY LINEN	0102514	BUILD MAINT: WWTP- TOWELS,	12/05/2018	86.57	.00	
96	HIGH COUNTRY LINEN	0102619	MATS @ START	12/05/2018	241.80	.00	
96	HIGH COUNTRY LINEN	0103842	UNIFORMS: WATER	12/13/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0103842	UNIFORMS: STREET	12/13/2018	55.78	.00	
96	HIGH COUNTRY LINEN	0103842	UNIFORMS: FLEET	12/13/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0103842	UNIFORMS: WWTP	12/13/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0103842	BUILDING MAINT @ PUBLIC W	12/13/2018	43.25	.00	
96	HIGH COUNTRY LINEN	0103842	UNIFORMS: ADMIN	12/13/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0103842	UNIFORMS: SEWER	12/13/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0104412	BUILDING MAINT: TC REC DEP	12/17/2018	25.31	.00	
96	HIGH COUNTRY LINEN	0104577	MATS @ TOWN HALL	12/18/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0104956	UNIFORMS: SEWER	12/20/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0104956	UNIFORMS: WATER	12/20/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0104956	UNIFORMS: STREET	12/20/2018	55.78	.00	
96	HIGH COUNTRY LINEN	0104956	UNIFORMS: FLEET	12/20/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0104956	UNIFORMS: WWTP	12/20/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0104956	BUILDING MAINT @ PUBLIC W	12/20/2018	76.45	.00	
96	HIGH COUNTRY LINEN	0104956	UNIFORMS: ADMIN	12/20/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0105546	BUILDING MAINT: TC REC DEP	12/24/2018	7.50	.00	
96	HIGH COUNTRY LINEN	0106031	UNIFORM: WATER	12/27/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0106031	UNIFORM: STREET	12/27/2018	55.78	.00	
96	HIGH COUNTRY LINEN	0106031	UNIFORM: FLEET	12/27/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0106031	UNIFORM: ADMIN	12/27/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0106031	UNIFORM: WWTP	12/27/2018	14.55	.00	
96	HIGH COUNTRY LINEN	0106031	BUILDING MAINT: PUBLIC WOR	12/27/2018	26.00	.00	
96	HIGH COUNTRY LINEN	0106031	UNIFORM: SEWER	12/27/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0106901	MATS @ TOWN HALL	01/02/2019	215.50	.00	
96	HIGH COUNTRY LINEN	S01014887	MOP HANDLE	12/20/2018	13.75	.00	
96	HIGH COUNTRY LINEN	S0104229	GARBAGE LINERS	12/19/2018	107.26	.00	
96	HIGH COUNTRY LINEN	S0104469	BUILDING MAINT: TC REC DEP	12/17/2018	253.70	.00	
96	HIGH COUNTRY LINEN	S0104671	GLOVES AND BROOM AND DU	12/18/2018	45.47	.00	
96	HIGH COUNTRY LINEN	S0105324	TOWELS	12/21/2018	82.25	.00	
96	HIGH COUNTRY LINEN	S102471	TOWEL AND BALANCE FLOOR	12/04/2018	149.45	.00	
Total 96:					2,103.86	.00	
102	CASELLE INC.	91756	CONTRACT SUPPORT	12/01/2018	1,198.67	.00	
102	CASELLE INC.	92156	CONTRACT SUPPORT	12/06/2018	200.00	.00	
Total 102:					1,398.67	.00	
106	INTERSTATE BATTERY	22242185	(1) 4D-XHD- 2 CORE RETURNS	12/17/2018	53.95	.00	
106	INTERSTATE BATTERY	22242270	(2) MTP-48/H6, (1) SRM-24	12/26/2018	330.85	.00	
Total 106:					384.80	.00	
114	JACKSON LUMBER INC	00413457-001	RL SELECT STRUCTURAL KD F	12/17/2018	40.76	.00	
114	JACKSON LUMBER INC	00413513-001	SELECT STRUCTURAL KD FIR	12/17/2018	71.98	.00	
Total 114:					112.74	.00	
131	JACKSON HOLE NEWS & GUID	288726	AD#356235	11/28/2018	122.25	.00	
131	JACKSON HOLE NEWS & GUID	289103	LEGAL	12/03/2018	97.80	.00	
131	JACKSON HOLE NEWS & GUID	289104	LEGAL	12/03/2018	89.66	.00	
131	JACKSON HOLE NEWS & GUID	289105	LEGAL: BID: 19-05 ALL ELECTRI	12/03/2018	65.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	289159	LEGAL	12/04/2018	114.10	.00	
131	JACKSON HOLE NEWS & GUID	289160	LEGAL	12/04/2018	73.35	.00	
131	JACKSON HOLE NEWS & GUID	289161	LEGAL	12/04/2018	65.20	.00	
131	JACKSON HOLE NEWS & GUID	289162	LEGAL	12/04/2018	118.18	.00	
131	JACKSON HOLE NEWS & GUID	289163	LEGAL	12/04/2018	810.93	.00	
131	JACKSON HOLE NEWS & GUID	289164	LEGAL LL PHEONIZ & DRAGON	12/04/2018	44.83	.00	
131	JACKSON HOLE NEWS & GUID	289165	LEGAL LL PHEONIZ & DRAGON	12/04/2018	48.90	.00	
131	JACKSON HOLE NEWS & GUID	289166	LEGAL: BID: 19-06 ROLL OFF W	12/04/2018	32.60	.00	
131	JACKSON HOLE NEWS & GUID	289169	LEGAL	12/04/2018	61.13	.00	
131	JACKSON HOLE NEWS & GUID	289170	LEGAL	12/04/2018	52.98	.00	
131	JACKSON HOLE NEWS & GUID	289171	LEGAL: FPN: SPRING GULCH LI	12/04/2018	97.80	.00	
131	JACKSON HOLE NEWS & GUID	289530	AD#356951	12/12/2018	249.42	.00	
131	JACKSON HOLE NEWS & GUID	289531	AD#357210	12/12/2018	32.60	.00	
131	JACKSON HOLE NEWS & GUID	289532	AD#357391	12/12/2018	541.98	.00	
131	JACKSON HOLE NEWS & GUID	289533	AD#357392	12/12/2018	590.88	.00	
131	JACKSON HOLE NEWS & GUID	289534	AD#357460	12/12/2018	432.96	.00	
131	JACKSON HOLE NEWS & GUID	289733	AD#357595	12/19/2018	364.80	.00	
131	JACKSON HOLE NEWS & GUID	289734	AD#357593	12/19/2018	364.80	.00	
131	JACKSON HOLE NEWS & GUID	289735	AD#357589	12/19/2018	364.80	.00	
131	JACKSON HOLE NEWS & GUID	289736	AD#357769	12/19/2018	364.80	.00	
131	JACKSON HOLE NEWS & GUID	289805	AD#357761	12/19/2018	61.13	.00	
131	JACKSON HOLE NEWS & GUID	289806	AD#357763	12/19/2018	599.03	.00	
131	JACKSON HOLE NEWS & GUID	289807	AD#357460	12/19/2018	432.96	.00	
131	JACKSON HOLE NEWS & GUID	289986	AD#358047	12/27/2018	118.18	.00	
131	JACKSON HOLE NEWS & GUID	289987	AD#358048	12/27/2018	203.75	.00	
131	JACKSON HOLE NEWS & GUID	289988	AD#357762	12/27/2018	89.66	.00	
131	JACKSON HOLE NEWS & GUID	290082	AD#356950	12/31/2018	714.15	.00	
131	JACKSON HOLE NEWS & GUID	290083	AD 357608	12/31/2018	714.15	.00	
131	JACKSON HOLE NEWS & GUID	290084	AD 354267	12/31/2018	587.60	.00	
131	JACKSON HOLE NEWS & GUID	290085	AD 357461	12/31/2018	2,003.04	.00	
Total 131:					10,725.60	.00	
156	LOWER VALLEY ENERGY INC	92050-355- 11/	92050-355: S CACHE LIGHTING	12/20/2018	71.84	.00	
156	LOWER VALLEY ENERGY INC	92050-356- 11/	92050-356: KARNs MEADOW ST	12/20/2018	2,236.69	.00	
156	LOWER VALLEY ENERGY INC	92050-359- 11/	92050-359: MILLER PARK PARKI	12/10/2018	65.88	.00	
156	LOWER VALLEY ENERGY INC	92050-360- 11/	92050-360: 1035 W BROADWAY	12/20/2018	28.20	.00	
156	LOWER VALLEY ENERGY INC	92050-361-11/	92050-361: 625 W BRAODWAY	12/10/2018	23.42	.00	
156	LOWER VALLEY ENERGY INC	92050-362- 11/	92050-362: STELLARIA LN/S HW	12/20/2018	21.27	.00	
156	LOWER VALLEY ENERGY INC	92050-369- 11/	1195 S HWY 89 S/O JACKSON 5	12/10/2018	9.24	.00	
156	LOWER VALLEY ENERGY INC	92050-382- 11/	92050-382: BUDGE DR LIGHT S	12/10/2018	20.71	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-055: CITY WELL ELK REF	12/10/2018	42.17	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-056: CITY WELL ELK REF	12/10/2018	44.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-041: ST LT LOT 99, 101	12/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-043: ST LT LOT 68, 69	12/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-044: BOOSTER PUMP	12/10/2018	151.98	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-052: WELL TOJ	12/10/2018	971.70	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-053: WELLS 2 & 3	12/10/2018	1,727.70	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-054: CITY WELL ELK REF	12/10/2018	89.26	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-032: ST LT LOTS 88, 89	12/10/2018	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-034: ST LT LOTS 80, 81	12/10/2018	18.38	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-035, ST LT COTTONWO	12/10/2018	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-036: ST LT LOTS 12, 13	12/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LT LOT 86, 87	12/10/2018	19.02	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-040: ST LT LOT 90, 91	12/10/2018	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-024: SEWER LFT PUMP	12/10/2018	18.77	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-026: 450 SNOW KING AV	12/10/2018	238.59	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOTS 20, 21	12/10/2018	19.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-028: ST LT LOTS 26, 27	12/10/2018	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-030: ST LT LOTS 95, 96	12/10/2018	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-031: ST LT LOTS 38 39	12/10/2018	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-003: ASPEN HIGHLAND P	12/10/2018	251.52	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-008: CEMETERY	12/10/2018	60.71	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-014: HEAT TAPE	12/10/2018	82.75	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-018: JBP SEWER LIFT	12/10/2018	21.41	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-019: LIFT PUMP COTTON	12/10/2018	60.13	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-023: RANGEVIEW ST LT	12/10/2018	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-091: 665 FLAT CREEK D	12/10/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-002: ANIMAL SHELTER	12/10/2018	316.57	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-378: 143 E PEARL	12/10/2018	17.20	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-379: 143 E PEARL	12/10/2018	17.95	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-380: 141 E PEARL	12/10/2018	129.43	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-381: 915 SIMON LN	12/10/2018	348.38	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-094: SNOW KING AVE	12/10/2018	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-111: PEARL/WILLOW	12/10/2018	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-115: 55 KARNs START B	12/10/2018	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-128: SKA MAINT AREA	12/10/2018	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-332: N GLENWOOD MCC	12/10/2018	32.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-377: 145 E PEARL	12/10/2018	72.01	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-059: POLICE GARAGE	12/10/2018	217.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-060: SOUTH GARAGE	12/10/2018	605.16	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-061: PW	12/10/2018	498.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-082: E. STOARGE BLDG	12/10/2018	306.27	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-092: 3150 ADAMS CANYO	12/10/2018	441.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-375: 155 E PEARL	12/10/2018	27.87	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-376: 149 E PEARL	12/10/2018	198.88	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-335: N CACHE LENWOO	12/10/2018	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-342: 25 S REDMON	12/10/2018	34.02	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-353: W DELONEY BDWY	12/10/2018	84.75	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-358: 650 W BDWY PATH	12/10/2018	77.38	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:89	92050-GRP:8952: MULTIPLE ST	12/10/2018	2,202.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-134: PARKING GARAGE	12/20/2018	68.54	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-334: JOSEPHINE LOOP L	12/20/2018	121.80	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-336: HIDDEN RANCH PAT	12/20/2018	30.14	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-341: HOME RANCH REST	12/20/2018	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-016: HOME RANCH LIGH	12/20/2018	48.68	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-020: PATHWAY TUNNEL	12/20/2018	56.46	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-126: LIFT STATION B SP	12/20/2018	22.25	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-127: LIFT STATION A MAI	12/20/2018	311.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-130: 3 CRK ST LTS	12/20/2018	26.00	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-132: PARKING GARAGE	12/20/2018	1,616.70	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-006: CACHE ST N LIGHTI	12/20/2018	34.98	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-010: ELY SPRINGS RD FI	12/20/2018	1,969.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-005: CACHE KUDAR LIGH	12/20/2018	61.46	.00	
Total 156:					16,568.62	.00	
187	NELSON ENGINEERING	48489	PROJ: 17-142-02- ASPEN HILL C	11/30/2018	959.50	.00	
187	NELSON ENGINEERING	48596	PROJ: 14-175-03 WEST BROAD	12/27/2018	1,753.75	.00	
Total 187:					2,713.25	.00	
215	RED'S AUTO GLASS, INC.	I035545	LABOR INSTALL SIDE GLASS N	11/02/2018	340.00	.00	
215	RED'S AUTO GLASS, INC.	I035668	LABOR INSTALL SIDE GLASS B	12/19/2018	212.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 215:					552.50	.00	
236	SMITH POWER PRODUCTS,INC	11301814478	LED RECHG SHOP LIGHT, NI-C	11/30/2018	2,063.22	.00	
236	SMITH POWER PRODUCTS,INC	3062523	TENSNRASM & OUTGOING FRT	10/25/2018	332.67	.00	
236	SMITH POWER PRODUCTS,INC	3065461	MODULE, OUTGOING FRT	11/27/2018	100.50	.00	
236	SMITH POWER PRODUCTS,INC	3066216	FILTER & OUTGOING FREIGHT	12/04/2018	711.74	.00	
236	SMITH POWER PRODUCTS,INC	3066826	SENSOR ASSEMBLY- SPEED R	12/10/2018	185.55	.00	
Total 236:					3,393.68	.00	
257	NAPA AUTO PARTS INC.	813162	BATTERY	10/31/2018	132.99	.00	
257	NAPA AUTO PARTS INC.	813195	QT5W50 EDGE WSYN	10/31/2018	11.78	.00	
257	NAPA AUTO PARTS INC.	813266	NAPA BATTERY, CORE DEPOSI	10/31/2018	58.13	.00	
257	NAPA AUTO PARTS INC.	813448	CREDIT: CORE DEPOSIT	11/01/2018	9.00-	.00	
257	NAPA AUTO PARTS INC.	818854	NAPA AIR FILTER	11/29/2018	26.21	.00	
257	NAPA AUTO PARTS INC.	819429	FUEL PUMP ASSEMBLY	12/03/2018	160.41	.00	
257	NAPA AUTO PARTS INC.	819786	PWR STEERING FL-QU	12/05/2018	4.60	.00	
257	NAPA AUTO PARTS INC.	819801	TIRE PRESSURE MONITOR	12/05/2018	36.32	.00	
257	NAPA AUTO PARTS INC.	820207	WATER PUMP NEW	12/06/2018	46.50	.00	
257	NAPA AUTO PARTS INC.	820235	OIL FILTERS NAPAGOLD	12/06/2018	225.16	.00	
257	NAPA AUTO PARTS INC.	820270	NAPAGOLD OIL FILTERS, NAPA	12/06/2018	197.06	.00	
257	NAPA AUTO PARTS INC.	820686	BATFILL	12/10/2018	38.97	.00	
257	NAPA AUTO PARTS INC.	820765	D EARTH, PURPLE POWER 1 G	12/10/2018	40.34	.00	
257	NAPA AUTO PARTS INC.	821106	SOLENOID	12/12/2018	47.28	.00	
257	NAPA AUTO PARTS INC.	821139	BARKE PADS FRONT AND REA	12/12/2018	457.43	.00	
257	NAPA AUTO PARTS INC.	821510	AIR FLOW SENSOR	12/13/2018	24.21	.00	
257	NAPA AUTO PARTS INC.	821750	GOVERNOR	12/15/2018	18.36	.00	
257	NAPA AUTO PARTS INC.	821939	NAPA CLEAR RTV 30, UCB-15 C	12/17/2018	14.71	.00	
257	NAPA AUTO PARTS INC.	821992	LIGHTED JUMBO CLO, PTEX TH	12/17/2018	37.92	.00	
257	NAPA AUTO PARTS INC.	821998	STARTING FLUID 11	12/17/2018	35.88	.00	
257	NAPA AUTO PARTS INC.	822154	NAPAGOLD AIR FILTER	12/18/2018	13.35	.00	
257	NAPA AUTO PARTS INC.	822360	BOXED MINITURES	12/19/2018	19.00	.00	
257	NAPA AUTO PARTS INC.	822540	NAPAGOLD OIL FILTERS, FUEL	12/19/2018	532.64	.00	
257	NAPA AUTO PARTS INC.	822576	ALUMASEAL STOP	12/20/2018	4.36	.00	
257	NAPA AUTO PARTS INC.	822773	BRAKE PADS FRONT & BARAK	12/21/2018	97.82	.00	
257	NAPA AUTO PARTS INC.	822865	FLASHER-THERMAL	12/21/2018	3.99	.00	
257	NAPA AUTO PARTS INC.	822890	WIPER BLADE- ICE & ACC	12/21/2018	45.67	.00	
257	NAPA AUTO PARTS INC.	822926	ROTOR	12/22/2018	14.79	.00	
257	NAPA AUTO PARTS INC.	823884	CABIN AIR FILTER	12/31/2018	22.17	.00	
Total 257:					2,359.05	.00	
260	COMMUNITY SAFETY NETWOR	010218	3RD QUARTER	01/02/2019	10,000.00	.00	
Total 260:					10,000.00	.00	
268	TETON MOTORS INC	5088282	DOOR GLASS, FRT	11/27/2018	224.55	.00	
268	TETON MOTORS INC	5088304	PLATE	11/28/2018	53.87	.00	
268	TETON MOTORS INC	5088408	MOLDING	12/04/2018	71.44	.00	
268	TETON MOTORS INC	5088446	SENSOR	12/06/2018	117.58	.00	
268	TETON MOTORS INC	5088495	CREDIT: DOOR GLASS, FRT	12/10/2018	224.55-	.00	
268	TETON MOTORS INC	5088496	CREDIT: MOLDING	12/10/2018	71.44-	.00	
268	TETON MOTORS INC	5088506	CAP	12/11/2018	22.64	.00	
268	TETON MOTORS INC	5088602	WINDOW	12/18/2018	301.08	.00	
268	TETON MOTORS INC	5088666	CREDIT: PLATE	12/21/2018	53.87-	.00	
268	TETON MOTORS INC	5088714	HANDLE	12/27/2018	104.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 268:					545.71	.00	
298	TETON YOUTH & FAMILY SERV	010319	1ST QUARTER PAYMENT	01/03/2019	40,500.00	.00	
Total 298:					40,500.00	.00	
299	MIKE'S BODYSHOP INC.	14090	FRONT BUMPER WORK: PART	12/14/2018	1,444.61	.00	
Total 299:					1,444.61	.00	
324	GFOA	122618	CAFR 2018	12/26/2018	435.00	435.00	12/27/2018
Total 324:					435.00	435.00	
329	WYOMING RETIREMENT SYST	167518	DECEMBER CONTRIBUTIONS	12/26/2018	31,019.62	31,019.62	12/27/2018
329	WYOMING RETIREMENT SYST	167519	DECEMBER CONTRIBUTIONS	12/26/2018	32,655.61	32,655.61	12/27/2018
329	WYOMING RETIREMENT SYST	167520	DECEMBER CONTRIBUTIONS	12/26/2018	36,257.28	36,257.28	12/27/2018
Total 329:					99,932.51	99,932.51	
406	WYOMING LAW ENFORCEMEN	010219	OET COLLECTIONS DECEMBE	01/02/2019	90.00	.00	
Total 406:					90.00	.00	
415	HAYSE M.D., BRUCE	255101	DOT FRACKENPOHL	10/17/2018	90.00	.00	
415	HAYSE M.D., BRUCE	255488	DOT MITCHELL	09/10/2018	90.00	.00	
415	HAYSE M.D., BRUCE	255576	DOT SOLIDAY	09/14/2018	90.00	.00	
415	HAYSE M.D., BRUCE	255732	DOT MINOR	09/24/2018	90.00	.00	
Total 415:					360.00	.00	
437	WORT HOTEL	J121818	FAREWELL	12/18/2018	1,470.00	.00	
437	WORT HOTEL	TJ 121218	LUNCH MEETING	12/12/2018	506.80	.00	
Total 437:					1,976.80	.00	
447	CDW-GOVERNMENT	ZR00076343	MIMECAST	11/29/2018	14,223.00	.00	
Total 447:					14,223.00	.00	
517	WAM	101977	REGISTRATION FOR SANDY BI	12/28/2018	200.00	.00	
517	WAM	16058	REGISTRATIONS	12/18/2018	225.00	.00	
517	WAM	16058	REGISTRATIONS	12/18/2018	675.00	.00	
517	WAM	16058	REGISTRATIONS	12/18/2018	225.00	.00	
517	WAM	16058	REGISTRATIONS	12/18/2018	25.00-	.00	
Total 517:					1,300.00	.00	
544	CENTURYLINK	111-5050 246	307-111-5050 246m	12/07/2018	1,886.11	.00	
544	CENTURYLINK	1455657223	3077333932	11/19/2018	200.21	.00	
544	CENTURYLINK	7333106742B	307-733-3106 742B	11/13/2018	36.79	.00	
Total 544:					2,123.11	.00	
552	RENDEZVOUS ENGINEERING,	17-010.0 PAY	PROJ: 17-010.0- OUTSTANDING	12/21/2018	98,539.17	.00	
552	RENDEZVOUS ENGINEERING,	20933	JOB #: 18-033- TOJ PUBLIC WO	12/17/2018	2,714.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 552:					101,253.52	.00	
611	CUMMINS ROCKY MOUNTAIN L	59-631	FUEL TRANSFER PUMP, CHEC	12/14/2018	577.60	.00	
611	CUMMINS ROCKY MOUNTAIN L	59-635	CHECK VALVE, SEALING WASH	12/14/2018	196.07	.00	
611	CUMMINS ROCKY MOUNTAIN L	59-704	UNIT 279- CUSTOMER REQUES	12/18/2018	438.00	.00	
Total 611:					1,211.67	.00	
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	69.60	69.60	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	186.86	186.86	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	245.28	245.28	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	218.30	218.30	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	224.52	224.52	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	237.98	237.98	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	69.60	69.60	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	30.10	30.10	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	168.39	168.39	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	115.02	115.02	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	91.75	91.75	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	589.38	589.38	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	108.48	108.48	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	44.45	44.45	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	44.45	44.45	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	69.60	69.60	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	72.26	72.26	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	301.36	301.36	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	304.97	304.97	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	87.23	87.23	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	186.46	186.46	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	150.12	150.12	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	198.63	198.63	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	154.97	154.97	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	113.96	113.96	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	1,482.02	1,482.02	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	130.93	130.93	12/27/2018
671	LINCOLN NATIONAL LIFE	107747 0119	JANUARY PREMIUM	12/20/2018	88.70	88.70	12/27/2018
671	LINCOLN NATIONAL LIFE	3800818156	JANUARY PREMIUM	12/20/2018	101.29	101.29	12/27/2018
Total 671:					5,747.46	5,747.46	
708	DELTA DENTAL PLAN OF WYO	121718	JANUARY PREMIUM	12/17/2018	566.80	566.80	12/27/2018
Total 708:					566.80	566.80	
996	TETON COUNTY SPECIAL FIRE	112718N	NOVEMBER 2018	11/27/2018	17,101.18	.00	
Total 996:					17,101.18	.00	
1022	GALLS INC.	011433818	UNIFORM PANTS	12/05/2018	65.72	.00	
1022	GALLS INC.	011499449	UNIFORM SHORTS	12/13/2018	32.85	.00	
Total 1022:					98.57	.00	
1081	JACK'S TIRE & OIL	678991-37	12R22.5 MICHELIN XDN2	12/10/2018	4,395.92	.00	
1081	JACK'S TIRE & OIL	680064-37	12R22.5 MICHELIN XDN2	12/13/2018	4,395.92	.00	
1081	JACK'S TIRE & OIL	681617-37	12R22.5/16 MICHELIN XZE, 275/	12/28/2018	6,409.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1081:					15,201.55	.00	
1134	ENERGY LABORATORIES INC.	203338	INFLUENT, EFFLUENT	12/12/2018	106.00	.00	
1134	ENERGY LABORATORIES INC.	205223	INFLUENT, EFFLUENT	12/20/2018	119.50	.00	
Total 1134:					225.50	.00	
1165	GRAFIX SHOPPE INC.	125075	REFLECTIVE GRAPHIC KIT CUS	12/18/2018	1,615.63	.00	
Total 1165:					1,615.63	.00	
1505	SPRING CREEK ANIMAL HOSPI	624934833	DOG FOOD	12/06/2018	215.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	624934970	DOG FOOD	12/10/2018	71.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	624935040	DOG FOOD	12/10/2018	39.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	624935569	TORN NAIL	12/21/2018	118.56	.00	
Total 1505:					446.52	.00	
1560	BLUE SPRUCE CLEANERS,INC	010119	DRY CLEANING	01/01/2019	562.05	.00	
Total 1560:					562.05	.00	
1605	SMITH, G. TODD	122018	TUITON REIMBURSEMENT	12/20/2018	690.00	.00	
Total 1605:					690.00	.00	
1634	ENTENMANN-ROVIN CO	0140599-IN	BADGES	12/11/2018	183.00	.00	
Total 1634:					183.00	.00	
1640	WESTERN STATES	IN000831179	ALTERNATR GP, ALTERNATR G	11/27/2018	1,209.25	.00	
1640	WESTERN STATES	IN000835637	CUTTING EDGE	11/30/2018	1,219.76	.00	
1640	WESTERN STATES	IN000838093	BOLT & NUT	12/04/2018	367.00	.00	
Total 1640:					2,796.01	.00	
1764	WYOMING.COM INC	1848655	DOMAIN HOSTING	12/05/2018	5.00	.00	
Total 1764:					5.00	.00	
1783	AT&T	11192018	WIRELESS	11/11/2018	251.88	.00	
1783	AT&T	11202018	WIRELESS	11/12/2018	256.75	.00	
1783	AT&T	12192018	WIRELESS	11/12/2018	251.88	.00	
Total 1783:					760.51	.00	
1949	VERIZON WIRELESS	981948040	MONTHLY SERVICES	12/24/2018	1,944.49	.00	
1949	VERIZON WIRELESS	9819480409	MONTHLY SERVICES	12/01/2018	5,633.81	.00	
1949	VERIZON WIRELESS	9820407214	690-7868	12/15/2018	36.44	.00	
1949	VERIZON WIRELESS	9820407214	699-2277	12/15/2018	46.21	.00	
Total 1949:					7,660.95	.00	
2175	DIVISION OF VICTIM SERVICES	010219	Crime Victim Surcharge	01/02/2019	310.00	.00	
Total 2175:					310.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2179	XEROX CORPORATION	095322505	CONTRACT COPIER	12/01/2018	60.07	.00	
2179	XEROX CORPORATION	095322506	CONTRACT COPIER	12/01/2018	395.85	.00	
2179	XEROX CORPORATION	095322507	CONTRACT COPIER	12/01/2018	118.31	.00	
2179	XEROX CORPORATION	095322508	CONTRACT COPIER	12/01/2018	16.02	.00	
2179	XEROX CORPORATION	095322526	CONTRACT COPIER	12/01/2018	74.53	.00	
Total 2179:					664.78	.00	
2213	ALPHAGRAPHICS BOZEMAN	14112012	WIDE FORMAT BUS SIGNS	12/20/2018	495.02	.00	
2213	ALPHAGRAPHICS BOZEMAN	14123012	WIDE FORMAT BUS SIGNS	12/20/2018	494.25	.00	
Total 2213:					989.27	.00	
2224	LOCAL GOV'T LIABILITY POOL	11784	CASE AA20191017 KOPELEVIC	12/27/2018	1,000.00	.00	
Total 2224:					1,000.00	.00	
2269	AFLAC	750077	ACCOUNT #y9599	12/25/2018	3,481.27	3,481.27	12/27/2018
Total 2269:					3,481.27	3,481.27	
2458	AMERIGAS	3085679089	PROPANE FOR WEST TANK: 12	12/06/2018	723.36	.00	
2458	AMERIGAS	3085679095	PROPANE FOR EAST TANK: 12/	12/06/2018	279.45	.00	
2458	AMERIGAS	3085679101	PROPANE FOR MIDDLE TANK:	12/06/2018	1,503.46	.00	
Total 2458:					2,506.27	.00	
2485	KENWORTH SALES COMPANY	IDFIN3150312	SEAL-OIL BATH NATIONAL	12/24/2018	83.52	.00	
Total 2485:					83.52	.00	
2556	TETON WATER WORKS	010219	RESTITUTION CASE#17-07-000	01/02/2019	100.00	.00	
Total 2556:					100.00	.00	
2601	JACK'S TRUCK & EQUIPMENT	X303004628:0	WHINSHIELD-RH, TNT, FRT	12/06/2018	274.65	.00	
2601	JACK'S TRUCK & EQUIPMENT	X303004744:0	WINDSHIELD LT TINT, DIVIDER	12/17/2018	274.58	.00	
Total 2601:					549.23	.00	
2602	LUMINATOR MASS TRANSIT, LL	534949	KEY SMALL VERSION #4 TOOL	12/18/2018	18.33	.00	
Total 2602:					18.33	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	78375286	EXTENDED SERVICE AREA FE	11/28/2018	289.23	.00	
Total 2669:					289.23	.00	
2802	WESTWOOD CURTIS	14-175-03 #14	PROJ: GMP AMENDMENT #4 W	12/26/2018	411,547.30	.00	
2802	WESTWOOD CURTIS	30317	PROJ: 18-134 SNOW KING ESA	12/07/2018	11,942.01	.00	
Total 2802:					423,489.31	.00	
2842	YELLOW IRON EXCAVATION, L	32505	455 VINE street	11/30/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	32505	455 VINE street	11/30/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	32505	455 VINE street	11/30/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	32505	455 VINE street	11/30/2018	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	32611	TRASH REMOVAL @ START BU	11/30/2018	160.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					230.00	.00	
2864	FISHER, CAROLINE J.	121318	DENISON STUFY	12/13/2018	11,919.24	.00	
Total 2864:					11,919.24	.00	
3001	CREATIVE ENERGIES, LLC	18-09 #3	PROJ: GOVERMENT AGENCY S	12/13/2018	165,142.97	.00	
Total 3001:					165,142.97	.00	
3006	PORTIS GROUP,LLC	7627	SHELTER POSTERS	12/17/2018	480.00	.00	
3006	PORTIS GROUP,LLC	7628	WINTER SCHEDULE 2018-2019	12/17/2018	10,462.00	.00	
Total 3006:					10,942.00	.00	
3145	NEOPOST INC	15592592	LABELS	12/11/2018	36.00	.00	
Total 3145:					36.00	.00	
3408	E.R. OFFICE EXPRESS	11347	OFFICE SUPPLIES	12/31/2018	32.17	.00	
3408	E.R. OFFICE EXPRESS	11351	OFFICE SUPPLIES	12/31/2018	43.00	.00	
3408	E.R. OFFICE EXPRESS	11351	FOLDERS & WRITING PADS	12/31/2018	68.27	.00	
3408	E.R. OFFICE EXPRESS	11363	PAPER	12/31/2018	141.00	.00	
Total 3408:					284.44	.00	
3420	VISA	1016 1218	SHERATON LA	11/23/2018	1,729.65	1,729.65	12/18/2018
3420	VISA	1065 1218	USPS	11/23/2018	5.26	5.26	12/18/2018
3420	VISA	1065 1218	IMLA ROCKVILLE	11/23/2018	49.00	49.00	12/18/2018
3420	VISA	1073 1218	BON APPE THAI	11/23/2018	69.24	69.24	12/18/2018
3420	VISA	1123 1218	CONOCO	11/23/2018	33.09	33.09	12/18/2018
3420	VISA	1123 1218	EXX	11/23/2018	25.40	25.40	12/18/2018
3420	VISA	1123 1218	SANFORDS	11/23/2018	35.05	35.05	12/18/2018
3420	VISA	1164 1218	GEMPLERS	11/23/2018	59.94	59.94	12/18/2018
3420	VISA	1164 1218	JACKSON MATTRESS	11/23/2018	350.87	350.87	12/18/2018
3420	VISA	1164 1218	BEILER HYDRAULICS	11/23/2018	121.34	121.34	12/18/2018
3420	VISA	1164 1218	KMART	11/23/2018	58.77	58.77	12/18/2018
3420	VISA	1214 1218	ACE HARDWARE	11/23/2018	19.58	19.58	12/18/2018
3420	VISA	1214 1218	STAPLES	11/23/2018	99.01	99.01	12/18/2018
3420	VISA	1214 1218	ALBERTSONS	11/23/2018	391.10	391.10	12/18/2018
3420	VISA	1214 1218	CHEVRON	11/23/2018	37.02	37.02	12/18/2018
3420	VISA	1214 1218	SPIRES RESTAURANT	11/23/2018	109.50	109.50	12/18/2018
3420	VISA	1214 1218	COMFORT SUITES	11/23/2018	116.80-	116.80-	12/18/2018
3420	VISA	1214 1218	ENTERPRISE	11/23/2018	713.62	713.62	12/18/2018
3420	VISA	1214 1218	CREEKSIDE	11/23/2018	64.00	64.00	12/18/2018
3420	VISA	1214 1218	ENTERPRISE	11/23/2018	11.03	11.03	12/18/2018
3420	VISA	1214 1218	CHEVRON	11/23/2018	86.14	86.14	12/18/2018
3420	VISA	1214 1218	COMFORT SUITES	11/23/2018	934.40	934.40	12/18/2018
3420	VISA	1214 1218	COMFORT SUITES	11/23/2018	478.50	478.50	12/18/2018
3420	VISA	1214 1218	GEORGE'S CORNER	11/23/2018	112.15	112.15	12/18/2018
3420	VISA	1214 1218	CHEVRON	11/23/2018	40.00	40.00	12/18/2018
3420	VISA	1255 1218	EVIDENT	11/23/2018	518.46	518.46	12/18/2018
3420	VISA	1255 1218	COWBOY CAFE	11/23/2018	4.18	4.18	12/18/2018
3420	VISA	1255 1218	EVIDENT	11/23/2018	15.90	15.90	12/18/2018
3420	VISA	2030 1218	CHEESECAKE FACTORY	11/23/2018	37.22	37.22	12/18/2018
3420	VISA	2030 1218	THE BASQUE MARKET	11/23/2018	15.90	15.90	12/18/2018
3420	VISA	2030 1218	HAMPTON INN	11/23/2018	203.04	203.04	12/18/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		2030 1218	DOLLAR TREE	11/23/2018	43.46	43.46	12/18/2018
3420 VISA		2030 1218	ALBERTSONS	11/23/2018	23.35	23.35	12/18/2018
3420 VISA		2030 1218	BIG HOLE BBQ	11/23/2018	577.00	577.00	12/18/2018
3420 VISA		2030 1218	BROWNELLS	11/23/2018	242.50	242.50	12/18/2018
3420 VISA		2030 1218	THAI BASIL	11/23/2018	15.07	15.07	12/18/2018
3420 VISA		2030 1218	CHIC-FILET	11/23/2018	12.44	12.44	12/18/2018
3420 VISA		4564 1218	J&K DIESEL	11/23/2018	1,802.82	1,802.82	12/18/2018
3420 VISA		4564 1218	AED EVERYWHERE	11/23/2018	169.00	169.00	12/18/2018
3420 VISA		4564 1218	TETON THAI PLATE	11/23/2018	65.00	65.00	12/18/2018
3420 VISA		4564 1218	CEUPLAN	11/23/2018	398.50	398.50	12/18/2018
3420 VISA		5215 1218	KMART	11/23/2018	23.31	23.31	12/18/2018
3420 VISA		5215 1218	COCA COLA	11/23/2018	10.60	10.60	12/18/2018
3420 VISA		5215 1218	ECO CARDS	11/23/2018	50.00	50.00	12/18/2018
3420 VISA		5397 1218	FACEBOOK ADS	11/23/2018	50.00	50.00	12/18/2018
3420 VISA		5397 1218	NAME BADGES	11/23/2018	9.62	9.62	12/18/2018
3420 VISA		5397 1218	NAME BADGES	11/23/2018	48.10	48.10	12/18/2018
3420 VISA		5397 1218	VARIDESK	11/23/2018	53.00	53.00	12/18/2018
3420 VISA		5397 1218	COOL WORKS	11/23/2018	129.00	129.00	12/18/2018
3420 VISA		5397 1218	VISTA PRINT	11/23/2018	5.98-	5.98-	12/18/2018
3420 VISA		5397 1218	VISTA PRINT	11/23/2018	2.99	2.99	12/18/2018
3420 VISA		5397 1218	SMITHS	11/23/2018	356.77	356.77	12/18/2018
3420 VISA		5397 1218	SMITHS	11/23/2018	150.96	150.96	12/18/2018
3420 VISA		5397 1218	SMITHS	11/23/2018	93.83	93.83	12/18/2018
3420 VISA		5397 1218	PEARL STREET BAGELS	11/23/2018	107.50	107.50	12/18/2018
3420 VISA		5397 1218	ALBERTSONS	11/23/2018	9.98	9.98	12/18/2018
3420 VISA		5397 1218	NAME BADGES	11/23/2018	96.11	96.11	12/18/2018
3420 VISA		5397 1218	DOLLAR STORE	11/23/2018	2.12	2.12	12/18/2018
3420 VISA		5397 1218	BROWSE N BUY	11/23/2018	6.89	6.89	12/18/2018
3420 VISA		5397 1218	RESTORE	11/23/2018	25.44	25.44	12/18/2018
3420 VISA		5397 1218	FACEBOOK ADS	11/23/2018	10.00	10.00	12/18/2018
3420 VISA		5397 1218	VISTA PRINT	11/23/2018	52.71	52.71	12/18/2018
3420 VISA		6098 1218	LODGE @ JH SPECIAL COUNCI	11/23/2018	185.50	185.50	12/18/2018
3420 VISA		6106 1218	INTERNATIONAL CODE COUNC	11/23/2018	209.00	209.00	12/18/2018
3420 VISA		6106 1218	WPY MTN RESORT	11/23/2018	350.00	350.00	12/18/2018
3420 VISA		6106 1218	WAYFAIR	11/23/2018	63.99	63.99	12/18/2018
3420 VISA		6106 1218	WAYFAIR	11/23/2018	569.99	569.99	12/18/2018
3420 VISA		6106 1218	CREEKSIDE	11/23/2018	7.61	7.61	12/18/2018
3420 VISA		6106 1218	CONSTRUCTION EXAM	11/23/2018	950.00	950.00	12/18/2018
3420 VISA		6106 1218	DQ	11/23/2018	39.21	39.21	12/18/2018
3420 VISA		6106 1218	INTERNATIONAL CODE COUNC	11/23/2018	1,854.36	1,854.36	12/18/2018
3420 VISA		6106 1218	WPY MTN RESORT	11/23/2018	350.00	350.00	12/18/2018
3420 VISA		6593 1218	E.LEAVEN	11/23/2018	87.65	87.65	12/18/2018
3420 VISA		6593 1218	MOE'S BBQ	11/23/2018	76.66	76.66	12/18/2018
3420 VISA		6593 1218	APPLE	11/23/2018	2,012.94	2,012.94	12/18/2018
3420 VISA		6593 1218	PCM DIRECT	11/23/2018	5,558.90	5,558.90	12/18/2018
3420 VISA		6593 1218	APPLE	11/23/2018	136.74	136.74	12/18/2018
3420 VISA		6593 1218	APPLE	11/23/2018	210.94	210.94	12/18/2018
3420 VISA		6684 1218	TRAVEL EXPENSES LARRY PA	11/23/2018	291.30	291.30	12/18/2018
3420 VISA		6825 1218	TRAVEL EXPENSES FOR ACAD	11/23/2018	346.11	346.11	12/18/2018
3420 VISA		6908 1218	IPHONE PAYMENT	11/23/2018	64.50	64.50	12/18/2018
3420 VISA		6908 1218	IPHONE PAYMENT	11/23/2018	64.50	64.50	12/18/2018
3420 VISA		6908 1218	DISH NETWORK	11/23/2018	120.66	120.66	12/18/2018
3420 VISA		6908 1218	CONCRETE 5	11/23/2018	90.00	90.00	12/18/2018
3420 VISA		6908 1218	APPLE	11/23/2018	356.16	356.16	12/18/2018
3420 VISA		6908 1218	AMAZON	11/23/2018	78.99	78.99	12/18/2018
3420 VISA		6908 1218	CREIDT	11/23/2018	238.50-	238.50-	12/18/2018
3420 VISA		6908 1218	CBI CLEVERBRIDGE	11/23/2018	21.19	21.19	12/18/2018
3420 VISA		6908 1218	APPLE	11/23/2018	129.00	129.00	12/18/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	6908 1218	PCM DIRECT	11/23/2018	4,260.13	4,260.13	12/18/2018
3420	VISA	6908 1218	J2 METROFAX	11/23/2018	7.95	7.95	12/18/2018
3420	VISA	7294 1218	ANIMAL SHELTER SUPPLIES	11/23/2018	258.37	258.37	12/18/2018
3420	VISA	7294 1218	ANIMAL SHELTER SUPPLIES	11/23/2018	365.40	365.40	12/18/2018
3420	VISA	8144 1218	CONOCO	11/23/2018	36.54	36.54	12/18/2018
3420	VISA	8144 1218	ALBERTSONS	11/23/2018	53.90	53.90	12/18/2018
3420	VISA	8144 1218	CENTRO	11/23/2018	31.38	31.38	12/18/2018
3420	VISA	8144 1218	AUBURN UNIVERSITY HOTEL	11/23/2018	437.31	437.31	12/18/2018
3420	VISA	8144 1218	ABC-NV	11/23/2018	200.00	200.00	12/18/2018
3420	VISA	8144 1218	SIRIUS XM	11/23/2018	143.98	143.98	12/18/2018
3420	VISA	8144 1218	RAMKOTA HOTEL	11/23/2018	400.00	400.00	12/18/2018
3420	VISA	8144 1218	RAMKOTA HOTEL	11/23/2018	400.00	400.00	12/18/2018
3420	VISA	8185 1218	PHILLIPS 66	11/23/2018	190.00	190.00	12/18/2018
3420	VISA	8185 1218	PILOT	11/23/2018	240.89	240.89	12/18/2018
3420	VISA	8185 1218	MAVERICK	11/23/2018	125.00	125.00	12/18/2018
3420	VISA	8185 1218	STAPLES	11/23/2018	42.91	42.91	12/18/2018
3420	VISA	8185 1218	PAROWAN FAST FOOD	11/23/2018	23.68	23.68	12/18/2018
3420	VISA	8185 1218	MAVERICK	11/23/2018	10.68	10.68	12/18/2018
3420	VISA	8185 1218	PANDA EXPRESS	11/23/2018	18.61	18.61	12/18/2018
3420	VISA	8185 1218	BEST WESTERN	11/23/2018	176.42	176.42	12/18/2018
3420	VISA	8185 1218	COMFORT INN	11/23/2018	354.86	354.86	12/18/2018
3420	VISA	8185 1218	JEAN WHITE CASTLE	11/23/2018	12.98	12.98	12/18/2018
3420	VISA	8185 1218	ALBERTSONS	11/23/2018	27.16	27.16	12/18/2018
3420	VISA	8185 1218	BUBBA'S	11/23/2018	69.00	69.00	12/18/2018
3420	VISA	8185 1218	WENDY'S	11/23/2018	44.54	44.54	12/18/2018
3420	VISA	8185 1218	DELTA	11/23/2018	462.80	462.80	12/18/2018
3420	VISA	8185 1218	COMFORT SUITES	11/23/2018	233.60	233.60	12/18/2018
3420	VISA	8185 1218	76 MAIN	11/23/2018	15.02	15.02	12/18/2018
3420	VISA	8185 1218	DOLLAR TREE	11/23/2018	55.76	55.76	12/18/2018
3420	VISA	8185 1218	STAPLES	11/23/2018	20.13	20.13	12/18/2018
3420	VISA	8185 1218	DOLLAR TREE	11/23/2018	.53	.53	12/18/2018
3420	VISA	8581 1218	DOLLAR STORE	11/23/2018	7.30	7.30	12/18/2018
3420	VISA	8581 1218	ALBERTSONS	11/23/2018	60.07	60.07	12/18/2018
Total 3420:					33,717.95	33,717.95	
3471	TWO OCEAN BUILDERS, LLC	121718	Return bond for 20 E Broadway B	12/17/2018	5,000.00	.00	
Total 3471:					5,000.00	.00	
3527	UPS	0000129VW44	SHIPPING CHARGE-POLICE	12/08/2018	41.23	.00	
3527	UPS	0000129VW45	SHIPPING CHARGE-POLICE	12/22/2018	33.35	.00	
Total 3527:					74.58	.00	
3550	EXPOSURE SIGNS INC	6190	BUS LOGO INSTALLATION	11/29/2018	3,330.00	.00	
3550	EXPOSURE SIGNS INC	6208	SCRATCH LAMINIATED INK JET	12/13/2018	188.00	.00	
Total 3550:					3,518.00	.00	
3594	ELK COUNTRY INN, INC.	122618	DOOR REPLACEMENT 1812-00	12/26/2018	995.10	.00	
Total 3594:					995.10	.00	
3596	ADVANCED GLASS TRIM, LLC	24281	WINDSHIELD #1040- 2017 CHEV	12/07/2018	270.00	.00	
3596	ADVANCED GLASS TRIM, LLC	24324	WINDSHIELD #581- 2013 CHEV	12/18/2018	240.00	.00	
3596	ADVANCED GLASS TRIM, LLC	24333	WINDSHIELD #675- CHEVY EQ	12/20/2018	100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3596:					610.00	.00	
3619	WY CHILD SUPPORT ENFORCE	122018	case #209790 GALLEGHER	12/20/2018	146.76	146.76	12/20/2018
Total 3619:					146.76	146.76	
3955	THOMSON WEST	839339482	INFORMATION CHARGES	12/01/2018	398.40	.00	
3955	THOMSON WEST	839339482	INFORMATION CHARGES	12/01/2018	796.81	.00	
3955	THOMSON WEST	839429659	LIBRARY PLAN CHANGES	12/04/2018	42.06	.00	
Total 3955:					1,237.27	.00	
3961	CHARTER	002091811281	150 E PEARL	11/28/2018	1,617.03	.00	
Total 3961:					1,617.03	.00	
3989	STINKY PRINTS, INC	50256	24X36 REPRODUCTION	11/19/2018	30.24	.00	
Total 3989:					30.24	.00	
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	321.20	321.20	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	21.02	21.02	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	201.84	201.84	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	45.88	45.88	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	47.01	47.01	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	434.20	434.20	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	52.66	52.66	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	10.50	10.50	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	.03	.03	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	293.15	293.15	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	320.50	320.50	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	176.33	176.33	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	2,940.95	2,940.95	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	173.24	173.24	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	52.66	52.66	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	203.32	203.32	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	172.88	172.88	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	218.81	218.81	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	485.32	485.32	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	122.25	122.25	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	636.20	636.20	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	492.00	492.00	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	206.01	206.01	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	343.88	343.88	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	419.07	419.07	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	182.31	182.31	12/27/2018
4139	WY WORKERS' SAFETY & COM	122618	JANUARY PREMIUM	12/26/2018	2,316.34	2,316.34	12/27/2018
Total 4139:					10,889.56	10,889.56	
4198	RESPOND FIRST AID SYSTEMS	193574	LARGE PATCH BANDAGE	12/13/2018	73.08	.00	
4198	RESPOND FIRST AID SYSTEMS	193577	FIRST AID KIT SUPPLIES	12/13/2018	157.14	.00	
Total 4198:					230.22	.00	
4212	GILLIG LLC	40526457	W/S WIPER BLADE	12/11/2018	508.80	.00	
4212	GILLIG LLC	40527745	AIR FILTER ASM	12/14/2018	610.32	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	40530249	DRAGLINK ASM F4	12/21/2018	714.76	.00	
4212	GILLIG LLC	40531075	DRAGLINK ASM F4	12/27/2018	380.11	.00	
Total 4212:					2,213.99	.00	
4292	Commercial Tire-ID Falls	114591	LT265/70R17 BLIZZAK	11/15/2018	1,931.84	.00	
4292	Commercial Tire-ID Falls	115052	225/60R18 BLIZZAK, 235/50R18	12/06/2018	1,458.00	.00	
4292	Commercial Tire-ID Falls	115146	225/65R17 BLIZZAK DMV2	12/10/2018	403.44	.00	
Total 4292:					3,793.28	.00	
4320	WARNER TRUCK CENTER	X101233570:0	EASY SOX, PRESSURE RELIEF	11/29/2018	269.10	.00	
4320	WARNER TRUCK CENTER	X101233754:0	ETR FUEL CONTROL ACTUATO	11/30/2018	349.46	.00	
4320	WARNER TRUCK CENTER	X101234242:0	ICP TURBOCHARGER KIT, ICP	12/04/2018	4,565.53	.00	
4320	WARNER TRUCK CENTER	X101234261:0	THERMOSTAT	12/03/2018	112.24	.00	
4320	WARNER TRUCK CENTER	X101234709:0	BREATHING COVER, BREATHE	12/05/2018	140.73	.00	
4320	WARNER TRUCK CENTER	X101234912:0	WASTEGATE ACTUATOR KIT,	12/04/2018	465.01	.00	
4320	WARNER TRUCK CENTER	X101235819:0	DOSER PUMP	12/07/2018	951.86	.00	
4320	WARNER TRUCK CENTER	X101236209:0	CAPS PUMP FUEL PUMP, VALV	12/10/2018	2,874.60	.00	
4320	WARNER TRUCK CENTER	X101236209:0	O-RING SEAL	12/14/2018	7.21	.00	
4320	WARNER TRUCK CENTER	X101236211:0	FUEL TRANSFER PUMP	12/18/2018	316.59	.00	
Total 4320:					10,052.33	.00	
4338	MAILFINANCE	N7492770	POSTAGE MACHINE	12/23/2018	468.69	.00	
Total 4338:					468.69	.00	
4371	PROFORCE LAW ENFORCEME	364190	TSR CART	12/19/2018	1,614.15	.00	
Total 4371:					1,614.15	.00	
4376	PROVANTAGE CORPORATION	8269795	LINE INTERACTIVE	11/28/2018	537.00	.00	
4376	PROVANTAGE CORPORATION	8269802	UPS BACKUP PROTECTOR	11/28/2018	263.00	.00	
Total 4376:					800.00	.00	
4380	LONG BUILDING TECHNOLOGI	JC134886	PROJ: TOJ TOWN HALL 2ND FL	12/13/2018	4,478.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE009468	PROJ: OFFICE BUILDING 155 E	12/13/2018	224.20	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE009468	PROJ: SI FERRIN BLDING- LAB	12/13/2018	112.10	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE009469	PROJ: BUNK HOUSE- 149 E PE	12/13/2018	112.10	.00	
Total 4380:					4,926.40	.00	
4389	APPLE INC	6777340797	POWER ADAPTER AND CABLE	12/07/2018	87.00	.00	
4389	APPLE INC	6777846990	AC FOR IPAD PRO	12/08/2018	198.00	.00	
4389	APPLE INC	67781049955	APPLE PENCIL 2ND GEN-AME	12/10/2018	119.00	.00	
4389	APPLE INC	6778216930	IPAD 12.9 SMART KEYBOARD	12/10/2018	199.00	.00	
4389	APPLE INC	6782153933	IPAD PRO12.9 START KEYBOA	12/20/2018	199.00	.00	
4389	APPLE INC	6782351366	AC FOR IPAD PRO	12/20/2018	99.00	.00	
4389	APPLE INC	6782613521	30W USB ADAPTER AND USB C	12/20/2018	68.00	.00	
4389	APPLE INC	6782748257	APPLE PENCIL	12/21/2018	119.00	.00	
Total 4389:					1,088.00	.00	
4401	MEYRING & ASSOCIATES, INC	I9156	PROJ: 149 PEARL- MATERIALS	12/11/2018	951.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4401:					951.79	.00	
4466	BANK OF JACKSON HOLE	120318	SAFE BOX	12/03/2018	60.00	.00	
Total 4466:					60.00	.00	
4503	TRAPHAGEN, JEROMIE	120818	BOOTS	12/08/2018	100.00	.00	
Total 4503:					100.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2593119001	CREDIT: RETURN FUSE BLK 10	11/28/2018	120.95-	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2605040001	BRAKE CLNR, CRIMP SOLDER	11/30/2018	171.31	.00	
Total 4623:					50.36	.00	
4639	RENDEZVOUS PAGES, LLC	121818	UP FRONT BILLING	12/18/2018	420.00	.00	
Total 4639:					420.00	.00	
4646	CORSI, JIM	293263	SNOW PLOW	12/13/2018	85.00	.00	
Total 4646:					85.00	.00	
4699	SNAKE RIVER ROASTING	604667	COFFEE	12/10/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	604848	BUNN PAPER FILTERS @ PW	12/13/2018	34.95	.00	
4699	SNAKE RIVER ROASTING	604909	COFFEE	12/17/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	604912	COFFEE	12/19/2018	101.75	.00	
4699	SNAKE RIVER ROASTING	605122	COFFEE	12/28/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	605165	coffee	01/02/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	605167	COFFEE @ PW MAIN SHP- (5LB	01/02/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	605202	coffee	01/02/2019	53.30	.00	
Total 4699:					432.25	.00	
4709	FLEETPRIDE	16121557	PARKING STATION, FRT	12/06/2018	201.33	.00	
4709	FLEETPRIDE	16132114	SWITCH THERMAL, IN FRT	12/06/2018	360.04	.00	
Total 4709:					561.37	.00	
4720	SILVERSTAR	211617	DATA SERVICE	12/01/2018	35.84	.00	
4720	SILVERSTAR	211617	DATA SERVICE	12/01/2018	2,017.79	.00	
4720	SILVERSTAR	211617	DATA SERVICE	12/01/2018	260.00	.00	
Total 4720:					2,313.63	.00	
4730	ADVANCED PUMP & EQUIPME	8583	TROUBLESHOOT AND DIAGNO	12/17/2018	750.00	.00	
Total 4730:					750.00	.00	
4742	CHRISTENSEN, DUSTIN	121318	TRAVEL EXPENSES	12/13/2018	102.00	.00	
Total 4742:					102.00	.00	
4774	BIG R RANCH & HOME	1360249	SWEATSHIRT PAXTON	12/18/2018	53.99	.00	
Total 4774:					53.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4775	Schmidt, Brian	121318	TRAVEL EXPENSES	12/13/2018	102.00	.00	
	Total 4775:				102.00	.00	
4880	MHL SYSTEMS	18-14188	HENKE F-14 V-PLOW CARBIDE	12/06/2018	4,540.00	.00	
	Total 4880:				4,540.00	.00	
4902	KOIS BROTHERS EQUIPMENT	114863	WHEEL HUB, WHEEL HUB KEY	12/07/2018	356.49	.00	
	Total 4902:				356.49	.00	
4990	Swagit Productions, LLC	12049	VIDEO STREAMING	11/30/2018	1,775.00	.00	
	Total 4990:				1,775.00	.00	
5022	VISION SERVICE PLAN - (WY)	806154130	JANUARY PREMIUM	12/17/2018	1,644.13	1,644.13	12/27/2018
	Total 5022:				1,644.13	1,644.13	
5044	H&R ENTERPRISES	440	PROJ: TOJ PUBLIC WORKS 201	10/31/2018	1,233.85	.00	
	Total 5044:				1,233.85	.00	
5085	CORNFORTH CONSULTANTS, I	11376	WEST BROADWAY SLIDE- CON	12/04/2018	355.50	.00	
	Total 5085:				355.50	.00	
5155	JELLY DONUT, LLC	13000	WINDSHIELD 202,205,209,203,2	10/09/2018	380.00	.00	
	Total 5155:				380.00	.00	
5244	ISC, INC	SIN027614	SP C220 M5SX	12/05/2018	140,844.99	.00	
5244	ISC, INC	SIN07565	VTCLLOUD RUBRIK MIRRORING	11/30/2018	1,465.25	.00	
	Total 5244:				142,310.24	.00	
5320	DEPARTMENT OF FAMILY SER	010319	APPLICATIONS	01/03/2019	10.00	.00	
	Total 5320:				10.00	.00	
5337	FLAT CREEK WID	23	FCWID 2019 BUDGET	08/06/2018	12,000.00	.00	
	Total 5337:				12,000.00	.00	
5473	KELLERSTRASS ENTERPRISES	1003133	CHEV DELO ELC 50/50 ANTIFR	12/13/2018	1,554.00	.00	
5473	KELLERSTRASS ENTERPRISES	1015473	METHANOL/55 GAL DRUM	12/31/2018	152.05	.00	
5473	KELLERSTRASS ENTERPRISES	D2667	MIDGRADE 87 E-10, DF#2 DYED	12/14/2018	20,790.43	.00	
5473	KELLERSTRASS ENTERPRISES	D2946	MIDGRADE 87 E-10, DF#1 DYED	12/22/2018	19,330.58	.00	
5473	KELLERSTRASS ENTERPRISES	D3234	MID GRADE 87 E-10, DF#2 DYE	12/31/2018	20,159.11	.00	
	Total 5473:				61,986.17	.00	
5694	LEIGH, CHRISTOPHER S.	121818	LEGAL FEES	12/18/2018	980.00	.00	
	Total 5694:				980.00	.00	
5726	AMAZON	177W-Y934-G	SCOSCHE MPTFE MAGICMOUN	12/06/2018	149.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	191X-YYGC-13	HP 201X TONER CARTRIDGE	12/06/2018	506.66	.00	
5726	AMAZON	191X-YYGC-4	HP J9150A PROCURVE	12/06/2018	952.00	.00	
5726	AMAZON	19TX-69D1-PQ	ACTIONTEC SCREEN	12/20/2018	79.98	.00	
5726	AMAZON	1CHC-WDLL-V	HP 201X TONER CARTRIDGE	12/21/2018	329.67	.00	
5726	AMAZON	1F49-HK1H-9D	HP EXPANSION MOULE	12/07/2018	2,560.89	.00	
5726	AMAZON	1HNG-JKT7-J	BRYDE9.7 KEYBOARD FOR IPA	12/11/2018	99.99	.00	
5726	AMAZON	1LJX-HQ3J-6R	CABLE MATTER FIBER CABLE	12/11/2018	179.84	.00	
5726	AMAZON	1MW7-J9NC-G	BRYDE 9.7 KEYBOARD	12/06/2018	99.99	.00	
5726	AMAZON	1RDK-F9H1-7F	5 METER MULTIMODE DUPLEX	12/08/2018	431.60	.00	
5726	AMAZON	1VYP-G4YR-4	UPERFECT GAMING 10.1 OIRT	12/05/2018	128.99	.00	
5726	AMAZON	1WQL-4JFX-1	BRYDGE12.9 KEYBOARD	12/19/2018	299.98	.00	
Total 5726:					5,819.17	.00	
5734	GREENWAY PAINTING LLC	406	TOWN HALL TOUCH UPS WHE	12/27/2018	439.07	.00	
5734	GREENWAY PAINTING LLC	407	BUS BARN INTERIOR DOOR PA	12/27/2018	403.75	.00	
Total 5734:					842.82	.00	
5738	CASPER STAR TRIBUNE	46835-1	HELP WANTED ADS	10/07/2018	665.20	.00	
Total 5738:					665.20	.00	
5788	WYOMING GARAGE DOOR, LLC	2006	PROJ: PUBLIC WORKS- LIFTMA	12/18/2018	151.50	.00	
Total 5788:					151.50	.00	
5915	CROWN TROPHY	18976	NAME PLATES	12/13/2018	20.86	.00	
Total 5915:					20.86	.00	
5984	SUPERION	219627	TRAKIT DEVELOPMENT MAINT	11/30/2018	4,526.77	.00	
5984	SUPERION	219627	TRAKIT DEVELOPMENT MAINT	11/30/2018	4,526.78	.00	
5984	SUPERION	220552	TRAKIT	12/13/2018	333.34	.00	
5984	SUPERION	220552	TRAKIT	12/13/2018	1,133.33	.00	
Total 5984:					10,520.22	.00	
6055	CCC'S PBI, LLC	121418	Return Bond B18-0824 Backflow	12/14/2018	1,000.00	.00	
Total 6055:					1,000.00	.00	
6069	RAFTELIS	10120	UTILITY RATE STUDY	12/14/2018	1,101.25	.00	
6069	RAFTELIS	10120	UTILITY RATE STUDY	12/14/2018	1,101.25	.00	
Total 6069:					2,202.50	.00	
6086	WATER WERKS, INC	2233	PROJ: TOWN HALL- PARTS AN	12/12/2018	109.40	.00	
6086	WATER WERKS, INC	2244	PROJ: HOME RANCH 11/18- PA	12/21/2018	193.54	.00	
6086	WATER WERKS, INC	2245	PROJ: DELONEY PUBLIC BATH-	12/21/2018	95.00	.00	
6086	WATER WERKS, INC	2246	PROJ: 2022 COTTONWOOD- LA	12/21/2018	1,539.95	.00	
Total 6086:					1,937.89	.00	
6087	PROCESS TECHNOLOGY, INC	5139788	LABOR, MILES TRAVEL, PER DI	12/19/2018	1,574.70	.00	
6087	PROCESS TECHNOLOGY, INC	5139788	LABOR, MILES TRAVEL, PER DI	12/19/2018	1,574.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6087:					3,149.40	.00	
6092	ENERGY 1	23090	PROJ: TOJ PARKING GARAGE	12/13/2018	105.00	.00	
6092	ENERGY 1	23461	PROJ: TOJ ICE ARENA SERVIC	12/26/2018	828.67	.00	
Total 6092:					933.67	.00	
6121	IDENTISYS, INC	418705	COLOR RIBBON	12/12/2018	290.78	.00	
Total 6121:					290.78	.00	
6128	MULDOON, PETER	123118	TRAVEL EXPENSES TO PLANNI	12/31/2018	1,814.87	.00	
Total 6128:					1,814.87	.00	
6147	OUTLAW BROTHERS CONSTR	78	JOB: 174 N KING- BUNK HOUSE	12/28/2018	615.00	.00	
6147	OUTLAW BROTHERS CONSTR	79	PROJ: 149 E PEARL AVE- 1ST F	12/28/2018	8,126.79	.00	
Total 6147:					8,741.79	.00	
6156	BUCKRAIL, LLC	1586	MEMBERSHIP SUBSCRIPTION	01/01/2019	375.00	.00	
Total 6156:					375.00	.00	
6160	WEST FORK CONSTRUCTION	1014	GENERAL CONDITIONS, METAL	12/18/2018	17,033.00	.00	
Total 6160:					17,033.00	.00	
6212	JOHNSON, ROBERT	121918	Return Deposit - 2022 Wildflower	12/19/2018	1,300.00	.00	
Total 6212:					1,300.00	.00	
6243	DAY WIRELESS SYSTEMS	2775-00	HEADSETS	12/12/2018	2,531.01	.00	
6243	DAY WIRELESS SYSTEMS	2778-00	HEAD SETS	12/12/2018	3,369.68	.00	
Total 6243:					5,900.69	.00	
6284	RAUDMAN, RENEE	122118	JACKET	12/21/2018	15.98	.00	
Total 6284:					15.98	.00	
6285	CCC's Snow King, LLC	121818	Refund Partial encroachment fee	12/18/2018	96.64	.00	
6285	CCC's Snow King, LLC	121818	Refund partial encroachment fee	12/18/2018	4,354.78	.00	
Total 6285:					4,451.42	.00	
6292	SHUTTLE BUS LEASING	1022019	LEASE	01/02/2019	11,850.00	.00	
6292	SHUTTLE BUS LEASING	12601	LEASE	12/04/2018	21,000.00	.00	
6292	SHUTTLE BUS LEASING	12611	LEASE	12/19/2018	11,850.00	.00	
6292	SHUTTLE BUS LEASING	12612	LEASE	12/20/2018	11,850.00	.00	
6292	SHUTTLE BUS LEASING	12613	DELIVERY	12/27/2018	15,000.00	.00	
Total 6292:					71,550.00	.00	
6331	JACKSON TOWING PARTNERS	55	TOWING	12/01/2018	750.00	.00	
6331	JACKSON TOWING PARTNERS	61	TOW OF TRANSIT	12/05/2018	600.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6331:					1,350.00	.00	
6338	BYG, LLC	121918	Refund of Denied Business Lices	12/19/2018	63.00	.00	
Total 6338:					63.00	.00	
6339	Lungu, Andrei	122018	License Denied.Refund License le	12/20/2018	63.00	.00	
Total 6339:					63.00	.00	
6340	BYG LLC	12212018	DENIED BUSINESS LICENSE R	12/21/2018	63.00	63.00	12/21/2018
Total 6340:					63.00	63.00	
6341	COWBOY TAXI LLC	12212018	REFUND BUSINESS LICENSE F	12/21/2018	63.00	63.00	12/21/2018
Total 6341:					63.00	63.00	
6342	Teton Music & Game	122618	Return Overpayment #4732	12/26/2018	100.00	.00	
Total 6342:					100.00	.00	
6343	Shades of Jackson Hole	122618	Return Overpayment	12/26/2018	100.00	.00	
Total 6343:					100.00	.00	
6344	JMC Professional Cleaning	122618	Return Overpayment	12/26/2018	290.00	.00	
Total 6344:					290.00	.00	
6345	Westbank Garden Center	122618	Return Overpayment	12/26/2018	130.00	.00	
Total 6345:					130.00	.00	
6347	POSEY, DWIGHT	122718	REFUND BUSINESS LICENSE F	12/27/2018	93.00	93.00	12/28/2018
6347	POSEY, DWIGHT	122718(1)	Refund Application fee for busines	12/27/2018	93.00	.00	
6347	POSEY, DWIGHT	122718(1)	business license	12/27/2018	93.00-	.00	
Total 6347:					93.00	93.00	
6348	CLAYTON, DURWIN	120618	DOT	12/06/2018	155.00	.00	
Total 6348:					155.00	.00	
6349	KLACZKIEWICZ, ALYSON	123118	OVERPAYMNET 18-11-0258	12/31/2018	40.00	.00	
Total 6349:					40.00	.00	
6350	4IMPRINT	17095213	PENS	12/13/2018	690.06	.00	
Total 6350:					690.06	.00	
6351	SNAP-ON BUSINESS Solutio	36568106	DIAGNOSTIC LINK	06/25/2018	4,125.00	.00	
Total 6351:					4,125.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					<u>1,475,981.77</u>	<u>159,212.44</u>	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF DECEMBER, 2018**

During the month of December, the court received \$32,307 in fines, fees, and forfeitures.

497 new cases were docketed: 387 parking citations, 110 summons

43 cases were dismissed: 22 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty, NC= nolo contendere, G=found guilty at trial, NG=found not guilty at Trial,
R=restitution, CS=community service, DP=deferred prosecution, D=dismissed, D-TS=dismissed for traffic school,
DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
ADAMSON, AUSTEN JON	186005028AA	Failure to maintain liability coverage	D- VALID INFO PROVIDED	0
ALBA-HERNANDEZ, PATROCIA	186000154AB	Failure to stop at a red light	BF	135
ALLISON, SETH WILLIAM	186004532AA	Use of cell phone while driving prohibited	BF	65
ARMINGTON, KIMBERLY KAY	186005540AA	Stop Sign Violation	D-TS	0
BAXTER, JERRED DORALD	186005170AA	No display of current registration	BF	125
BEMIS, LAWRENCE PERRY	186002101AA	Driving/Control of vehicle while intox	D- DA UNDER 7-13-301	0
BOYD, STEPHEN J	186005816AA	Public intoxication	D-PER TOWN'S MOTION	0
BREFFELH, ANDREW LOUIS	186006365AA	Speed Limits Generally 43/30	D-TS	0
BRUA, TREY JARED	186000491AB	No Driver's license	BF	50
CARRASCO PRIALE, ALEXANDRIA	186000492AB	Speed Limits Generally 50/30	BF	215
CHAMBERS, ANDREW MALCOLM	186004721AA	Speed too fast for conditions	BF	85
CORONA, ERICA	186005174AA	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
CORONA, ERICA	186005173AA	No Driver's license	BF	410
COTTIER, CODY ALAN	186000042AB	Stop Sign Violation	BF	125
DATZENKO, JULIANE M	186004531AA	Stop Sign Violation	D-TS	0
DAVIS, RAYMOND ANDREW	186003361AA	Driving/Control of vehicle while intox	GP	750
DORENKAMP, STEVEN J	00086M	Stop Sign Violation	BF	110
EARLING, ELIZABETH CORAL	186000021AB	Stop Sign Violation	BF	135
ETHINGTON, MACK N	00083M	Use of cell phone while driving prohibited	BF	65
FESTEK, FIRAS	186005019AA	Speeding 40/30	D-TS	0
FLORES, AARON	186002227AA	Renders incapable of safely driving: alcohol/controller	GP	750
GEERTSEN, LORRAINE CLAIRE	186004395AA	Speeding urban - 30 mph zone 50/30	BF	215
GONZALEZ, MARCELA	186000288AB	Stop Sign Violation	D-PER TOWN'S MOTION	0
GREER, JACOB FOSTER	03959L	Public intoxication	BF	110
HALE, AUSTIN JAMES	186000374AB	Following too Close	BF	85
HART, HALEY ANNE	186000328AB	MPH over limit Bond	BF	123
HART, JACQUELINE	186000596AB	Use of cell phone while driving prohibited	BF	65
HARVEY, ELEANOR D	00078M	Speed Limits Generally	BF	165
HERNANDEZ HERNANDEZ, RAYMUNDO	186005860AA	No Driver's license(MUST APPEAR)	BF	100
HERNANDEZ, RAYMUNDO	186006377AA	Failure to stop at a red light	BF	135
HILL, SEAN MICHAEL	186005032AA	Failure to yield ROW	BF	75
HIRSCHLAND, ELIZABETH	00517M	Stop Sign Violation	BF	125
HOLDEN, MATTHEW EDWARD	186001431AA	Careless driving	BF	235
HOLDEN, MATTHEW EDWARD	186001432AA	Failure to maintain liability coverage	BF	550
HUME, JONATHAN MATTHEW	186000012AB	Speed too fast for conditions	BF	85
HWANG, MELISSA IRENE	186005368AA	Speeding urban - 30 mph zone 47/30	BF	194
KAUFMAN, MYRA PALEVSKY	03743L	Public intoxication	BF	110
KLUKAS, KURT DONALD	186000114AB	Use of cell phone while driving prohibited	BF	75
KUDAR, SERESE M	186000009AB	Speeding urban - 30 mph zone 42/30	BF	169
MACIAS, CRISTINA BRIONES	186000168AB	Use of cell phone while driving prohibited	BF	65
MACMILLAN, SARAH HARRISON	186000555AB	Speed Limits Generally 38/20	BF	167
MCILWEE, REBECCA ANN	186000721AA	Failure to stop at a red light	BF	120
MCILWEE, REBECCA ANN	186000722AA	No Driver's license	BF	420
MOODY, KODY WAYDE	03555L	Minor in bar/use fake ID to obtain alcohol	BF	150
MOODY, KODY WAYDE	03556L	Minor in possession alcohol	BF	150
MORGAN, WENDY GREENLEY	186005479AA	Stop Sign Violation	BF	125
MOSER, CAMERON T.	03746L	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
MUNFORD, WILLIAM DURBURROW	186000068AB	Use of cell phone while driving prohibited	BF	75
NEUBAUER, KELLY R	186000346AB	Use of cell phone while driving prohibited	BF	75
OBERING, JULIE THOMAS	186000554AB	Use of cell phone while driving prohibited	BF	75

PETERSON, RYAN KEITH	19798K	Use of cell phone while driving prohibited	BF	65
PORTMANN, DUSTIN	03695L	Limitations on Backing	D-PER TOWN'S MOTION	0
POSNER, SAMANTHA KATE	186005466AA	Following too Close	D-TS	0
QUIRK, DANIEL	03204L	Animals at Large	BF	100
REGISTER, DEAN ANDREW	186005000AA	Public intoxication (MUST APPEAR)	BF	110
RILEY, NATALIE NICOLE	186000344AB	Use of cell phone while driving prohibited	BF	100
ROBERTSON, TYLER L	186000043AB	Use of cell phone while driving prohibited	BF	65
SANTIAGO, MOISES RIVERA	00038M	Public intoxication	BF	110
SELINGER, ELANA JENNIFER	186000611AB	No display of current registration	D-PER TOWN'S MOTION	0
SOBIN, CLIFFORD BRUCE	186000393AB	Speed Limits Generally 41/30	BF	173
SOMERS, MATTHEW JOSEPH	186000008AB	Speeding 38/25	BF	121
SPOTTS, BERNADETTE MARIE	186005037AA	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
SPRAGUE, TAWNIA LEE	186005936AA	Limitations on Backing	D-PER TOWN'S MOTION	0
STALKER, ANNE G	00077M	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
STEVENS, EMMA JANE	00553M	Driving under suspension	D-PER TOWN'S MOTION	0
STEVENS, EMMA JANE	00554M	No display of current registration	D-PER TOWN'S MOTION	0
STRETTON, CHRISTINE	186005531AA	Speed Limits Generally 41/30	D-TS	0
STUBBS, JOSEPH GLENN	186006460AA	Driver & Passenger Req. to wear seat belt	BF	25
THARP JR, CHARLES PATRICK	19966K	Drive/control veh under infl alcohol concentration 0.08	D-DA UNDER 7-13-301	0
THOMPSON, LUCINDA LUCINDA	186000005AB	Failure to maintain liability coverage	BF	150
TINKER, BRENT RAY	186000031AB	No display of current registration	BF	68
URBAN, JACOB JOSEPH	186000025AB	Stop Sign Violation	BF	135
WEGIMONT, PAUL P	186004752AA	Speeding 30 mph Zone 50/30	BF	140
WILSON, MATIA LEE	186002896AA	Use of cell phone while driving prohibited	BF	65



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 3, 2019
MEETING DATE:

SUBMITTING DEPARTMENT: START
DEPARTMENT DIRECTOR: Darren Brugmann
PRESENTER: Darren Brugmann, Transit Director

SUBJECT: START and Grand Targhee Service Operator Agreement

STATEMENT/PURPOSE

START looks to Council to approve the Operator Service Agreement with Grand Targhee Resort (GTR) for the operation of the Commuter Shuttle Service between the GTR and the City of Driggs. The service is conducted in Winter and Summer seasons only. START does not have any involvement in the direct operation of the service or providing any local financial assistance. START is solely the grant administrator for FTA funds to support the service.

The term of the Agreement shall commence on November 15, 2018 and shall terminate on September 30, 2020 with option for two one (1) year renewal options. (Time period mirrors grant award from FTA). The continuation of this agreement is contingent upon the continuance of FTA funding through the term and both renewal options. The Agreement consists of the Witnesseth section and START request for proposal, GTR proposal response and required Federal Clauses.

BACKGROUND/ALTERNATIVES

On September 11, 2017, Town Council and County Commissioners approved the transfer of Grant Administration for Federal Transit Administration (FTA) 5311 operating funds for the Grand Targhee Resort Commuter Shuttle Service to START from the previous Grant Administrator – City of Driggs, Idaho. The Town of Jackson effectively took over this grant administration function on October 1, 2018 – the beginning of the FTA Fiscal Year. For the past 6 years, the City of Driggs had been the Grant Administrator for FTA 5311 Operating funding for the transit service operated between Grand Targhee Resort (Teton County Wyoming) and City of Driggs (Teton County Idaho). The State of Idaho is the direct recipient of 5311 funding and competitively distributes the funds biennially (every two years). The Grand Targhee resort currently operates the service with this funding. The service is required by Teton County, WY as part of the Grand Targhee Resort Master Plan approval.

Assuming grant administration of this service specifically met two objectives in the Integrated Transportation Plan (ITP): Creating a safe, efficient, interconnected, multi-modal transportation network and increasing ridership.

START currently applies for the same FTA 5311 funding through the State of Wyoming (for service operated in Wyoming) and the State of Idaho (for the four commuter lines operating to/from Idaho and Jackson). START assumed this grant administration, and in doing so our request for Grand Targhee service was combined with our Teton Valley #30 Commuter Service application. START assumes all relevant requirements of the Grant Funding agreement including: scope of service, emergency management, records and reports, ADA, required FTA clauses, insurance (indemnification) to name a few. The actual transfer of grant

administration began on October 1, 2018 – the beginning of this biennium agreement with Idaho Department of Transportation (IDT). This service would also be the first public transit service that is not operated in-house by START but is contracted to an outside vendor.

START/TOJ RFP #19-07 for the Grand Targhee Service Operator deadline was conducted this Fall. We received one bidder, Grand Targhee Resort – the current provider. Three other providers expressed interested but declined to bid on the project.

We advertised the RFP in both the Idaho Statesman (for Idaho) and the Casper News Tribune (our standard paper for Town of Jackson RFP legal solicitations).

This Service Agreement will spell out the requirements of GTR to continue the operation of the shuttle service while START will submit the FTA reimbursement requests to IDT on behalf of the service operator.

ATTACHMENTS

GTR Shuttle Agreement

FISCAL IMPACT

This agreement is considered a “pass-through” with no local impact on the START Financial Budget. The grant award is included in the current FY19 START Budget. The amount is \$116,598.

STAFF IMPACT

Administrative work by Director in submitting monthly grant invoices to IDT and oversight of the service provided by GTR.

LEGAL REVIEW

Assistant Town Attorney has reviewed, edited and approves the attached agreement.

RECOMMENDATION

Staff recommends Council approve the agreement as presented and authorizes Mayor to execute the agreement.

SUGGESTED MOTION

I move to approve the Service Agreement with Grand Targhee Resort for the operation of Commuter Shuttle Bus service as presented and request the Mayor to sign.

**AN AGREEMENT BETWEEN THE TOWN OF JACKSON,
WYOMING AND GRAND TARGHEE RESORT, LLC
FOR THE OPERATION OF COMMUTER BUS SERVICE**

THIS AGREEMENT is entered into on _____, 2019 by and between the **TOWN OF JACKSON, WYOMING** (hereinafter called **CITY**) and Grand Targhee Resort, LLC (hereinafter called **VENDOR**).

WITNESSETH:

The **CITY** and the **VENDOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **VENDOR** hereby represents that it has carefully examined all documents attached hereto, and will perform all requirements, pursuant to all covenants and conditions, as provided by this Agreement and any attachments.
2. The **VENDOR**, as evidenced by the execution of this Agreement, acknowledges that it has examined all specifications and requirements of the Request for Proposal (Exhibit A). The **VENDOR** further acknowledges that the price set forth in Exhibit A includes all costs and expenses required for the satisfactory completion of all requirements provided by this Agreement.
3. The Agreement between the **CITY** and the **VENDOR** include the following documents which are attached hereto and incorporated herein by their reference:

AGREEMENT DOCUMENT(S)

Exhibit A – **CITY** Request for Proposals
Exhibit B – **VENDOR** Proposal Response
Exhibit C – Federal Clauses

4. The term of the Agreement shall commence on the date written above and shall terminate on September 30, 2020. Thereafter, this Agreement shall renew for two one (1) year renewal options, at the mutual agreement between the **VENDOR** and the **CITY**. The continuation of this Agreement is contingent upon the continuance of Federal funding through the term and both renewal options. If funding ceases for any reason from the Federal level to **CITY**, this Agreement is immediately terminated. This Agreement is also contingent upon **VENDOR**: if **VENDOR** fails to meet its Federal Transit Administration match requirements and/or if the **VENDOR** closes or ceases its operations the Agreement is immediately terminated.
5. This Agreement shall be governed by the laws of the State of Wyoming as now and thereafter in force.
6. All notices, requests, demands, and other communication must be provided either personally delivered or mailed via certified mail with return receipt requested, to the following addresses:

As to City: Town of Jackson
Attn: START Director
P.O. Box 1687
150 Pearl Avenue
Jackson, WY 83001

As to Vendor: Grand Targhee Resort, LLC
Attn: Director Base Operations
3300 E Ski Hill Road
Alta, WY 83414

7. The **VENDOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this Agreement and, specifically, the **VENDOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.
8. The **CITY** and the **VENDOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions and obligations contained in the Agreement.
9. The **VENDOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **VENDOR** and any persons employed or utilized by the **VENDOR** in the performance of the Agreement. **VENDOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **VENDOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **VENDOR**, its agents, servants or employees. **VENDOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **VENDOR** to defend at its own expense or to provide for such defenses, at the **CITY'S** option, for any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under the Agreement performed by the **VENDOR**, its agents or employees. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

Subject to the limitations of Wyoming law, **CITY** agrees to defend and indemnify **VENDOR** for claims brought against it based on allegations of the sole negligence or wrongful conduct of the **CITY**.

10. This Agreement shall be considered null and void unless signed by both the **VENDOR** and the **CITY**.

11. This Agreement and the documents attached hereto and listed above constitute the entire agreement between the **CITY** and the **VENDOR** and may only be altered, amended or repealed by a duly executed written instrument.

12. The **CITY** does not waive its sovereign or governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

TOWN OF JACKSON

A Wyoming Municipal Corporation

By: _____
Pete Muldoon, Mayor

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

GRAND TARGHEE RESORT, LLC

An Delaware LLC

By: _____
Chris Chudzik, Director Base Operations



TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: January 3, 2019

MEETING DATE: January 7, 2019

SUBMITTING DEPARTMENT: Public Works

DEPARTMENT DIRECTOR: Floren Poliseo

PRESENTER: Brian Lenz, Town Engineer

SUBJECT: Water Line Easement – 660 West Broadway Avenue

STATEMENT/PURPOSE

The purpose for this item is for Town Council to approve an easement for the existing water main currently without an easement and encroaching under the northwest corner of the 660 West Broadway Avenue property in coordination with their lot split plat.

BACKGROUND

The Town owns and operates an existing water main located in the northwest corner of the 660 W Broadway property that does not have an existing easement.

As development and various applications are processed we are working with the property owner to formalize ownership and maintenance of this utility infrastructure.

FISCAL IMPACT

The cost of the easement is the recording fee. The Grantor has paid for all surveying fees.

STAFF IMPACT

The drafting and negotiation of the easement will require 8-12 hours of staff time. Once recorded there is little to no staff time associated with this item.

LEGAL ISSUES

Complete.

ATTACHMENTS

Perpetual Water Main Easement between the Town and the owner of 660 West Broadway Avenue (6 pages with 2 pages of exhibits).

RECOMMENDATION

Staff recommends approval of the attached easement agreement between the Town and the owner of 660 West Broadway Avenue.

SUGGESTED MOTIONS

I move to approve the Perpetual Water Main Easement with property-owner, David Tibbitts, and authorize the Mayor to sign the Easement subject to any minor revisions deemed necessary by staff.

WATER MAIN EASEMENT

This **PERPETUAL WATER MAIN EASEMENT** (this "Agreement") is made and entered into by and between David Tibbitts of P.O. Box 2674, Jackson, WY 83001 (hereinafter referred to as "Grantor") and TOWN OF JACKSON, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the property being a portion of the SE1/4NW1/4, SEC 33, Township 41, Range 116 West, 6th P.M. (Common Area), Town of Jackson, Teton County, Wyoming, PIDN: 22-41-166-33-1-00-020, generally known as 660 West Broadway (hereinafter referred to as the "Property"); and,

WHEREAS, Grantee intends to own, construct, operate, and maintain water main facilities located underneath portions of the Property and certain properties adjacent thereto ("Town's Water Mains"), and intends to connect all properties along the Property to the Town's System; and,

WHEREAS, Grantor desires to declare and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Property described on **Exhibits "A" and "B"** (the "Easement Area"), generally described as the north 20 feet of the west 20 feet of that parcel described in the Warranty Deed recorded in Book 909 of Photo, Pages 179-181 in the Office of the Clerk of Teton County, Wyoming., according to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Perpetual Non-Exclusive Perpetual Easement.** Grantor hereby declares and establishes for the benefit of Grantee and the public, a perpetual non-exclusive easement in, on, over, across, under and through the Easement Area for the purpose of accessing, entering, laying out, constructing, inspecting, operating, maintaining, altering, repairing, and/or replacing the Town's Water Mains and other related activities within the Easement Area, including but not limited to the following to the extent reasonably necessary for the exercise of the easement rights conveyed herein: staging materials, supplies and equipment for the removal and replacement of the Town's Water Mains and appurtenances thereto, trees, bushes, undergrowth, and other obstructions interfering with the installation, construction, and maintenance of the Town's Water Mains and the (hereinafter referred to as the "Easement").

2. Improvement and Maintenance; Repair of Surface. Grantee shall give Grantor at least fourteen (14) days advance written notice of its intent to exercise its right under this Easement for planned construction, repair, maintenance, etc., and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Easement for unplanned repairs and maintenance when such prior notice is feasible. Grantee shall be required to and shall, prior to final completion repair, replace, or rebuild any items damaged on account of any work within the Easement Area, including but not limited to damaged asphalt, fencing, and landscaping, excluding trees or expensive landscaping put in place subsequent to this Easement and to restore the property to an equivalent or better condition to which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Area subject to the language set forth in paragraph 3 herein. Grantee shall perform such work in a workmanlike manner and consistent with Town construction standards. The Grantor shall have the opportunity to review and approve all work to restore the Easement Area. Grantor shall, however, be responsible for removing any moveable objects within the Easement Area prior to work by Grantee, and pursuant to paragraph 3 below. Grantee is not responsible for repairing, replacing or rebuilding any moveable objects created by Grantor within the Easement, but must use reasonable efforts to avoid damaging movable objects should Grantee be required to move the same from the Easement Area.

3. Reservation of Grantor. The Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the Easement Area subject to this Easement for any purpose whatsoever which does not damage or destroy the Town's Water Mains, and does not permanently block, encroach or interfere with Grantee's rights, including access to the Easement Area. The Grantor specifically retains the right to place moveable objects upon the Easement Area that do not interfere with the Grantee's rights set forth in this Easement, together with the right to utilize the Easement Area for parking, storage, driveway (excluding heated driveways), or authorized business purposes, with the understanding that the Grantee is not responsible for repairing, replacing or rebuilding any moveable objects or encroachments created by Grantor within the Easement Area so long as Grantee uses reasonable methods to avoid damaging such movable objects or encroachments.

4. Restrictions. The grant of the Easement shall be subject to the following restrictions:

- a. Grantee shall use the rights granted above, with due regard to the rights of others and their use thereof, and shall not use the Easement in any way that would impair the rights of Grantor or others to the use of the same; and,
- b. Grantor shall not construct any building, structure, or improvement within the Easement, without the express written approval of Grantee; and,
- c. Grantor shall not construct any landscaping that impairs, interferes with, or obstructs the use of the Easement by Grantee.

5. **Representation by Grantee.** Grantee represents, acknowledges and agrees that the Easement granted herein shall not have the effect of reducing the development potential of the Property, whether by reducing the base site area or by increasing setback requirements from the Property boundary or the Easement boundary.

6. **Declaration.** The Grantor and Grantee hereby declare that the Easement shall inure to the benefit of the Grantee and its legal representatives. Grantor hereby declares that the Property hereto shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Easement and the terms and conditions set forth herein, which shall run with the land and shall be binding on all parties having or acquiring legal title or an equitable interest in the Burdened Property.

7. **No Merger.** This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Area and shall not merge therewith.

8. **Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

9. **Enforcement.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

10. **Term.** The within grant is an easement running with the land and shall be perpetual so long as it is used for the above-described purposes. If at any time the Property is no longer used for the Town's Sanitary Sewer Mains and Town's Storm Water Mains, this Easement shall automatically terminate and be of no further force and effect.

11. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Easement.

12. **Easement In Gross.** The Easement granted herein is a commercial easement "in gross." Grantee shall not have the right to lease or otherwise permit the use of the Easement by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

13. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Property, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

14. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **Entire Agreement; Modification.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated, in whole or in part, unless agreed to in writing by the parties, except as otherwise specifically set forth herein; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

17. **Binding Effect.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

18. **Indemnity.** Grantee agrees to indemnify, defend and hold harmless Grantor, their beneficiaries, employees, heirs, successors and assigns (the "Grantor Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to the Property as a result of work by the Grantee and Grantee's agents and contractors within the Easement Area. All indemnification provided for herein shall not include indemnification for negligence of Grantor Indemnities or for actions of Grantor Indemnities which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

DATED this _____ day of _____, 2018.

GRANTOR:

David Tibbitts, of Wyoming

GRANTEE:

TOWN OF JACKSON, a Wyoming municipal corporation

By:

Its:

ATTEST:

By: Sandra P. Birdyshaw

Its: Town Clerk

STATE OF _____)

) ss

COUNTY OF _____)

On this day of _____, 2018, before me personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by its signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)

) ss

COUNTY OF _____)

On this day of _____, 2018, before me personally appeared _____ as the _____ of the **TOWN OF JACKSON**, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by its signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

STATE OF _____)
) ss
COUNTY OF _____)

On this day of _____, 2018, before me personally appeared **SANDRA P. BIRDYSHAW**, as Town Clerk, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by its signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires

STATE OF _____)
) ss
COUNTY OF _____)

Legal Description
Water Line Easement to The Town of Jackson
PIDN 22-41-16-33-1-00-020

A parcel of land 20 feet in width and 25 feet in length, situated in the SE1/4NW1/4 of Sec. 33, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

The north 20 feet of the west 20 feet of that parcel described in the Warranty Deed recorded in Book 909 of Photo, Pages 179-181 in the Office of the Clerk of Teton County, Wyoming.

The south line of said easement is parallel to the north line of the encumbered parcel and the east line of said easement is parallel to the west line of the encumbered parcel.

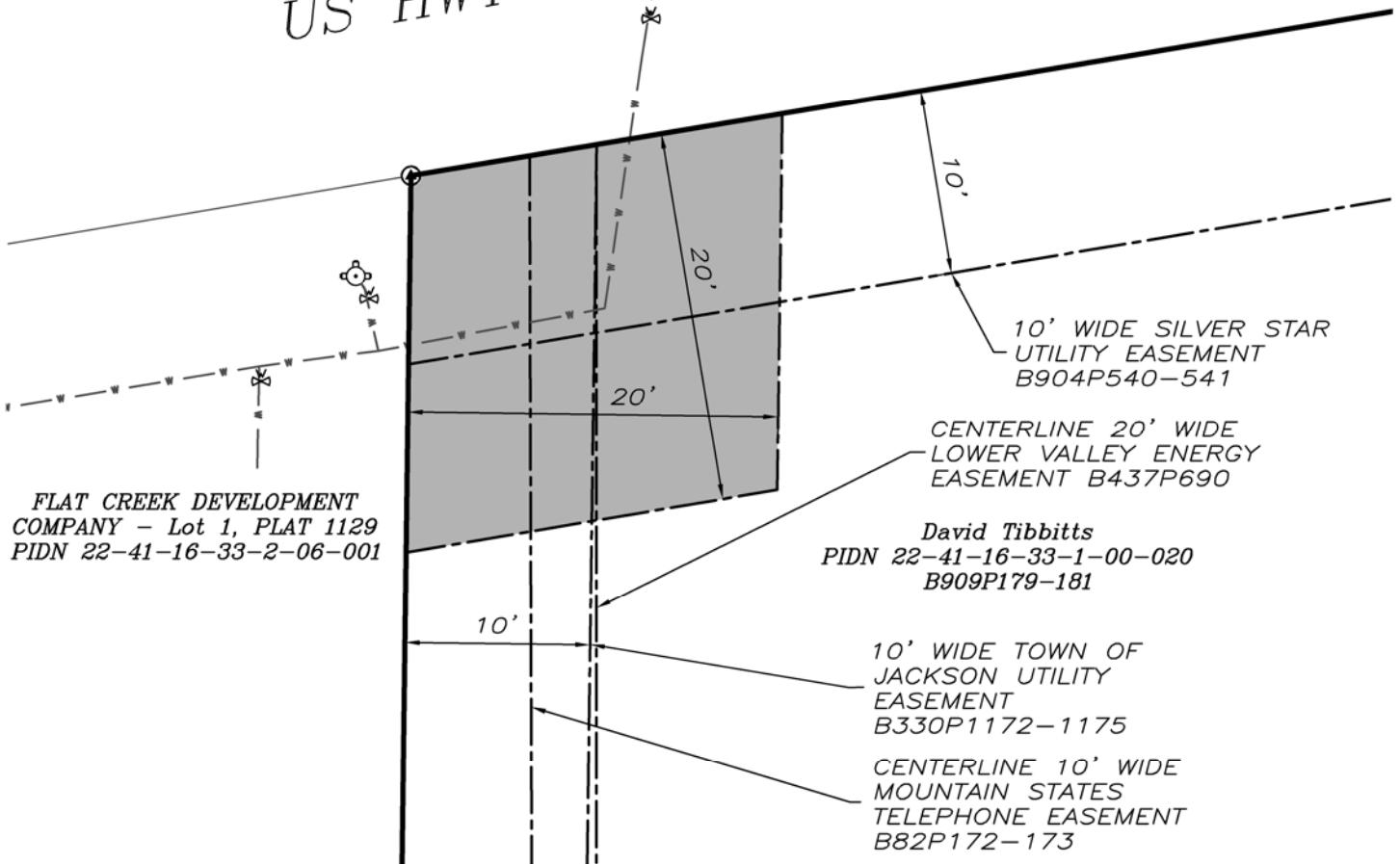
Said parcel encompasses 508 square feet, more or less.

All in accordance with the attached exhibit entitled "TOJ Water Line Easement Exhibit".

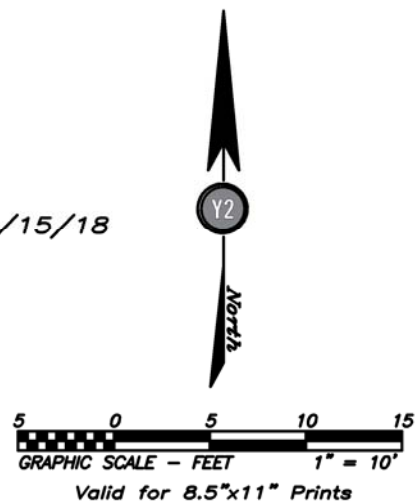
Y2 Consultants, LLC
26 November 2018

Y2 Project #15215
Prepared by MWF

US HWY 26, 89, 189 & 191



- New Utility Easement
- Record Easement
- Record Property Boundary
- Record Adjacent Boundary
- Water Line Located by TOJ on 11/15/18
- Water Valve
- Fire Hydrant
- Property Corner—"PLS 4270"



TOJ Water Line Easement Exhibit

Project Number • 15215
Project Path • F:\2015\15215\Survey\ACAD\15215_FINAL_PLAT.dwg
Drawn By • MWF
Reviewed By •
Drawing Date • November 26, 2018
Revision Date •

Exhibit__

Town of Jackson

David Tibbitts
22-41-16-33-1-00-020
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming

Y2

Y2 Consultants, LLC.
P.O. Box 2870
180 S. Willow St.
Jackson, WY 83001
Tel 307.733.2999
y2consultants.com



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 3, 2019
MEETING DATE: January 7, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw, Town Clerk and
Kelly Thompson, Finance Director

SUBJECT: Official Depositories for 2019

STATEMENT/PURPOSE

Each year, the Town Council names all of the local banks as official depositories for the Town of Jackson.

BACKGROUND/ALTERNATIVES

Pursuant to Wyoming Statute 9-4-817, the Town Council designates official depositories used by the Town of Jackson. Once the Council has named them, staff will contact each bank to obtain a bank resolution pursuant to state statutes ensuring that they can guarantee the funds and that they are federally insured.

ATTACHMENTS

None.

FISCAL IMPACT

None.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Not applicable.

RECOMMENDATION

Staff recommends the Town Council name Wells Fargo Bank, Bank of Jackson Hole, First Interstate Bank, US Bank, Rocky Mountain Bank, Bank of the West, Zions Bancorporation, First Republic Bank, and Certificate of Deposit Account Registry Service as official depositories for the Town of Jackson during 2019.

SUGGESTED MOTION

I move to approve the recommendation of naming Wells Fargo Bank, Bank of Jackson Hole, First Interstate Bank, US Bank, Rocky Mountain Bank, Bank of the West, Zions Bancorporation, First Republic Bank, and Certificate of Deposit Account Registry Service as official depositories for the Town of Jackson during 2019.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 1st, 2019

MEETING DATE: January 7th, 2019

SUBMITTING DEPARTMENT: Public Works

DEPARTMENT DIRECTOR: Floren Poliseo

PRESENTER: Johnny Ziem

SUBJECT: West Broadway Landslide Mitigation Project Contract Amendment

STATEMENT/PURPOSE

The purpose of this item is to amend the contract for the West Broadway Landslide Mitigation Project.

BACKGROUND/ALTERNATIVES

On October 27th, 2014, the Town Council approved a remediation plan to stabilize the landslide along Budge Drive. This plan calls for unloading of the top of the hill, installation of a shear key, and construction of MSE and RSS buttresses. On August 10, 2016 the Town Council approved a Construction Manager at Risk (CMAR) contract with Westwood Curtis Construction.

The project was completed on November 27th, 2018 and the final payment application has been submitted. This agenda item, which is an amendment to the original contract, as amends the contract price to the actual billed quantities of material/labor, include all early work amendments, and changes in project timeline for completion of the contract. Included in this amendment to the contract for the final contract price are:

- CMAR pre-construction services.
- Early work Amendments Numbers 1, 2, and 3
- Adjustments in the cost of the work and unit pricing to the Guaranteed Maximum Price (GMP) Amendment No. 4
- Force account work (Bid Schedules A, B, C, D, and E, and change order number 1) which were included in GMP Amendment No. 4
- Change Order to construct water line from Budge Drive to Hwy 22.
- Costs for applicable bonds, insurance, and CMAR fees.
- Timeline for completion of the project (actual completed date)

ATTACHMENTS

Amendment NO. 5

FISCAL IMPACT

The approved CMAR contract price for this project was \$8,019,797.55. Concluding with this amendment to the original contract, the final price for completion of the West Broadway Landslide Mitigation Project is \$7,862,937.23 and completes the contract under the original approved budget by \$156,860.32.

STAFF IMPACT

None at this time.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff recommends approving Amendment NO. 5 to the West Broadway Landslide Mitigation Project contract.

SUGGESTED MOTION

I move to approve Amendment NO. 5 to the West Broadway Landslide Mitigation Project contract.

Synopsis for PowerPoint (120 words max):

Purpose: The purpose of this item is to amend the contract for the West Broadway Landslide Mitigation Project.

Background: On October 27th, 2014, the Town Council approved a remediation plan to stabilize the landslide along Budge Drive. This plan calls for unloading of the top of the hill, installation of a shear key, and construction of MSE and RSS buttresses. On August 10, 2016 the Town Council approved a Construction Manager at Risk (CMAR) contract with Westwood Curtis Construction.

Fiscal Impact: The approved CMAR contract price for this project was \$8,019,797.55. Concluding with this amendment to the original contract, the final price for completion of the West Broadway Landslide Mitigation Project is \$7,862,937.23 and completes the contract under the original approved budget by \$156,860.32.

**AMENDMENT NO. 5 TO
WEST BROADWAY LANDSLIDE MITIGATION PROJECT CMAR CONTRACT**

THIS AMENDMENT IS BETWEEN:

OWNER: Town of Jackson, Wyoming

And

CONSTRUCTION MANAGER AT RISK ("the CMAR"): Westwood Curtis Construction, Inc.

The Project is: **West Broadway Landslide Mitigation Project**

Date of Original CMAR Contract: **August 10, 2016**

Date of this Amendment: **December 26, 2018**

The Owner and the CMAR hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the CMAR Contract remains in full force and effect.

1. **GMP** - The parties agree that the FINAL Contract Price, GMP for the Project is **\$7,862,937.23**, consisting of the Pre-construction Costs, Early Work Amendments No. 1, 2, and 3, the Cost of the Work and Force Account work (as detailed in Bid Schedules A, B, C, D and E and Change order No.1), costs for applicable bonds and insurance, and the CMAR Fee, as follows:

Pre-construction Costs (per Pre-con Pay App #3)	\$ <u>16,532.00</u>
Early Work Amendment No. 1 (Per EWA #1 Pay App #6)	\$ <u>347,252.37</u>
Early Work Amendment No. 2 (Per EWA #2 Pay App #4)	\$ <u>756,324.47</u>
Early Work Amendment No. 3 (Per EWA #3 Pay App #2)	\$ <u>126,602.52</u>
Cost of Work and Force Account Work: Total Bid Schedules A, B, C, D, and E (Per GMP Amendment #4 Pay App #14)	\$ <u>5,800,396.92</u>
Change Order No. 1 to Amendment No. 4 (Per GMP Amendment #4 Pay App #14)	\$ <u>217,719.42</u>
CMAR Fee (9.24% of Cost of Work):	\$ <u>533,554.81</u>
Bonds and Insurance	\$ <u>64,554.72</u>
GMP (Total of above categories):	\$ <u>7,862,937.23</u>

For purposes of determining the GMP, the Cost of the Work includes the costs incurred by the CMAR in the construction of the Project not including force account work that is based on pre-negotiated material, equipment and labor prices.

2. **Basis of GMP** - The GMP is based on the GMP Supporting Documents attached as Attachments A-F including the EJCDC General Conditions, Supplementary General Conditions, Plans, Specifications, Approved Contractor's Application for Payments with final quantities and prices, and Certificate of Substantial Completion.

3. **Plans and Specifications** - The Plans and Specifications for the Project are as listed in the GMP Supporting Documents. The CMAR shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.

4. **Contract Completion Date** - Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for completion of all Contract Work is:

- *November 27, 2018*

5. **Bonds** - The CMAR shall obtain Payment and Performance Bonds, or increase the amount of the Performance and Payment Bonds previously provided in connection with this CMAR Contract, as required by Section 00130 of the **CMAR General Provisions**, so that each new bond, or with respect to increases in existing bonds, the sum of the amount of each existing bond and the increase in the amount of each such existing bond, shall equal or exceed the GMP, prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment.

6. **Tax Compliance Certification** -The individual signing on behalf of the CMAR hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the CMAR, s/he has authority and knowledge regarding the CMAR's payment of taxes, and to the best of her/his knowledge, the CMAR is not in violation of any Wyoming tax laws.

THIS AMENDMENT is executed in two (2) original copies of which one (1) is to be delivered to the CMAR, and the other to the Town of Jackson.

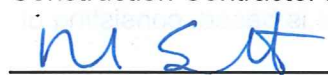
CMAR:

Name of Firm: Westwood Curtis Construction, Inc.

Address: P.O. Box 904, Jackson, WY 83001

CMAR's Federal Tax I.D. #: 20402774

Construction Contractor's Board Registration No.: 0539


Signature of Authorized Representative of CMAR

Title: General Manager

Date 12.28.18

OWNER:

Town of Jackson, Wyoming

Signature of Agency's Authorized Representative

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

Town Attorney

Date _____

- Attachment A EJCDC C-700 (Rev.1) Standard General Conditions of the Construction Contract (2013 Edition), pages 1 through 65.(Under separate cover)
- Attachment B Supplementary Conditions of the Standard General Conditions, pages 1 through 5. (Under separate cover)
- Attachment C Plans on which the Guaranteed Maximum Price is based, consisting of 77 pages, dated May 25, 2017. (Under separate cover)
- Attachment D Specifications on which the Guaranteed Maximum Price is based, consisting of pages 84, dated May 25, 2017. (Under separate cover)
- Attachment E EWA #1 Pay Application #6, EWA #2 Pay Application #4, EWA #3 Pay Application #2, GMP Amendment #4 Pay application #14. (Attached)
- Attachment F Certificate of Substantial Completion with Punch List dated Nov. 8, 2018. (Attached)

For (contract): CMAR WEST BROADWAY LANDSLIDE MITIGATION PROJECT
 Application Period: 04/21/16 to 05/30/17

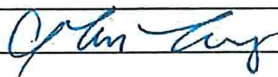
Application No.: 3
 Application Date: 06/08/17

LINE NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT BID PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE
CMAR PRECONSTRUCTION SERVICES												
1	CMAR PROJECT MANAGER	HR	238	\$ 85.00	\$ 20,230.00	3	\$255.00	41	\$3,485.00	44.00	\$3,740.00	18.49%
2	SCHEDULER	HR	26	\$ 85.00	\$ 2,210.00	3.5	\$297.50	0	\$0.00	3.50	\$297.50	13.46%
3	ESTIMATOR	HR	106	\$ 85.00	\$ 9,010.00	49.0	\$4,165.00	57.0	\$4,845.00	106.00	\$9,010.00	100.00%
4	CONSTRUCTABILITY SERVICES	HR	80	\$ 85.00	\$ 6,800.00	26	\$2,210.00	0	\$0.00	26.00	\$2,210.00	32.50%
5	CONSTRUCTION MANAGER	HR	150	\$ 75.00	\$ 11,250.00	5.0	\$375.00	12.0	\$900.00	17.00	\$1,275.00	11.33%
6	ADMINISTRATIVE STAFF	HR	50	\$ 65.00	\$ 3,250.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00%
7	ACCOUNTANT	HR	50	\$ 90.00	\$ 4,500.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00%
					\$ 57,250.00		\$7,302.50		\$9,230.00		\$16,532.50	28.88%

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



Date:

06-08-17

Payment of:

\$7,302.50



(Engineer)

Payment of:

\$7,302.50

(Owner)

6 (Final)

	Application Period: 05/24/18 to 11/16/18	Application Date: 11/19/18
To (Owner): Town of Jackson, WY P.O. Box 1687 Jackson, WY 83001	From (Contractor): Westwood Curtis Construction, Inc. P.O. Box 904, Jackson WY 83001	Via (Engineer): Nelson Engineering P.O. Box 1599, Jackson WY, 83001
Project: Early Work Amendment No. 1 to West Broadway Landslide CMAR Contract for the Budge Drive Temporary Access Road	Contract: CMAR West Broadway Landslide Mitigation Project	
Owner's Contract No.:	Contractor's Project No.: 16-651	Engineer's Project No.: 14-175

APPLICATION FOR PAYMENT

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1.	Guaranteed Maximum Price (GMP)	\$ 342,959.00
2.	Net change by Change Orders	\$ 0.00
3.	Current Guaranteed Maximum Price (Line 1 ± 2)	\$ 342,959.00
4.	Contract Cost of Work	\$ 306,810.00
5.	TOTAL COST OF WORK COMPLETED AND STORED TO DATE	\$ 310,739.99
6.	CMAR FEE (9.24% of Line 5)	\$ 28,712.38
7.	BONDS AND INSURANCE	\$ 7,800.00
8.	RETAINAGE:	
	a. 0 % X \$347,252.37 Contract Completed	\$ 0.00
9.	AMOUNT ELIGIBLE TO DATE	\$ 347,252.37
10.	LESS PREVIOUS PAYMENTS (Line 8 from prior Application)	\$ 320,487.46
11.	AMOUNT DUE THIS APPLICATION	\$ 26,764.91
12.	BALANCE TO FINISH, PLUS RETAINAGE	\$ -0-
TOTALS	\$0.00	\$0.00
NET CHANGE BY		

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		By:  Date: 11-27-18	
Payment of: \$26,764.91 (Line 8 or other - attach explanation of other amount)		(Owner) _____ (Date) _____	
is recommended by:  (Engineer)		(Date) 11/27/18	
Payment of: \$26,764.91 (Line 8 or other - attach explanation of other amount)		(Owner) _____ (Date) _____	
is approved by: _____		(Date) _____	

Application No.: 6
Application Date: 11/19/18
For (contract): BUDGE DRIVE TEMPORARY ACCESS ROAD
Application Period: 05/24/18 to 11/16/18

Contractor's Application For Payment No. 4 (Final)

Application Period: 08/12/17 to 11/16/18		Application Date: 11/19/18	
To (Owner): Town of Jackson, WY P.O. Box 1687 Jackson, WY 83001	From (Contractor): Westwood Curtis Construction, Inc. P.O. Box 904, Jackson WY 83001	Via (Engineer): Nelson Engineering P.O. Box 1599, Jackson WY, 83001	
Project: Early Work Amendment No. 2 to West Broadway Landslide CMAR Contract for the Demolition of the Walgreens Building	Contract: CMAR West Broadway Landslide Mitigation Project		
Owner's Contract No.:	Contractor's Project No.: 17-652		
	Engineer's Project No.: 14-175		

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1	\$9,884.00	
TOTALS		\$9,884.00	\$0.00
NET CHANGE BY CHANGE ORDERS			\$9,884.00

1. Guranteed Maximum Price (GMP) \$ 733,751.81
2. Net change by Change Orders \$ 9,884.00
3. Current Guranteed Maximum Price (Line 1 ± 2) \$ 743,635.81
4. Contract Cost of Work \$ 662,420.00
5. TOTAL COST OF WORK COMPLETED AND STORED TO DATE \$ 683,083.37
6. CMAR FEE (9.24% of Line 5) \$ 63,116.90
7. BONDS AND INSURANCE \$ 10,124.20
8. RETAINAGE:

a.	0	%	X	\$756,324.47	Contract Completed	\$ 0.00
----	---	---	---	--------------	--------------------	---------
9. AMOUNT ELIGIBLE TO DATE \$ 756,324.47
10. LESS PREVIOUS PAYMENTS (Line 8 from prior Application) \$ 718,508.25
11. AMOUNT DUE THIS APPLICATION \$ 37,816.22
12. BALANCE TO FINISH, PLUS RETAINAGE \$ -0-

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 11-27-18

Payment of: \$37,816.22
(Line 8 or other - attach explanation of other amount)

is recommended by:  (Engineer)
(Date) 11/27/18

Payment of: \$37,816.22
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner)
(Date) _____

For (contract): DEMOLITION OF THE WALGREENS BUILDING

2 FINAL

Application Date: 06/30/17

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

- | | | | | | | |
|-----|--|---|---|---|--------------|--------------------|
| 1. | Guaranteed Maximum Price (GMP) | | | | | |
| 2. | Net change by Change Orders | | | | | |
| 3. | Current Guaranteed Maximum Price (Line 1 ± 2) | | | | | |
| 4. | Contract Cost of Work | | | | | |
| 5. | TOTAL COST OF WORK COMPLETED AND STORED TO DATE | | | | | |
| 6. | CMAR FEE (9.24% of Line 5) | | | | | |
| 7. | BONDS AND INSURANCE | | | | | |
| 8. | RETAINAGE: | | | | | |
| | a. | 0 | % | X | \$126,602.52 | Contract Completed |
| 9. | AMOUNT ELIGIBLE TO DATE | | | | | |
| 10. | LESS PREVIOUS PAYMENTS (Line 8 from prior Application) | | | | | |
| 11. | AMOUNT DUE THIS APPLICATION | | | | | |
| 12. | BALANCE TO FINISH, PLUS RETAINAGE | | | | | |

\$	131,412.96
\$	0.00
\$	131,412.96
\$	117,765.00
\$	113,361.44
\$	10,474.60
\$	2,766.48
\$	0.00
\$	126,602.52
\$	113,942.27
\$	12,660.25
\$	4,810.44

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	By: <u><i>[Signature]</i></u> Date: <u>06-30-17</u>
--	---

Payment of: <u>\$12,660.25</u> (Line 8 or other - attach explanation of other amount)	Payment of: <u>\$12,660.25</u> (Line 8 or other - attach explanation of other amount)	is recommended by: <u><i>[Signature]</i></u> (Engineer) (Date) <u>7/5/17</u>
is approved by: _____ (Owner)		

For (contract): HILLSIDE TEMPORARY PARKING

Application No.: 2

Application Period: 05/27/17 to 06/29/17

[illegible]

	Application Period: 11/27/18 to 11/30/18	Application Date: 12/26/18
To (Owner): Town of Jackson, WY P.O. Box 1687 Jackson, WY 83001	From (Contractor): Westwood Curtis Construction, Inc. P.O. Box 904, Jackson WY 83001	Via (Engineer): Nelson Engineering P.O. Box 1599, Jackson WY, 83001
Project: GMP Amendment No. 4 to West Broadway Landslide CMAR Contract	Contract: CMAR West Broadway Landslide Mitigation Project	
Owner's Contract No.:	Contractor's Project No.: 17-654 - 17-658	Engineer's Project No.: 14-175-03

Approved Work Change Directives			Work Change Directive Summary	
Number	Additions	Deductions		
			1. Guaranteed Maximum Price (GMP)	\$ 6,479,088.32
			2. Net change by Change Orders	\$ 265,451.21
			3. Current Guaranteed Maximum Price (Line 1 ± 2)	\$ 6,744,539.53
			4. Contract Cost of Work	\$ 5,794,976.30
			5. TOTAL COST OF WORK COMPLETED AND STORED TO DATE	\$ 5,774,402.69
CO #1	\$265,451.21		6. CMAR FEE (9.24% of Line 5)	\$ 533,554.81
			7. BONDS AND INSURANCE	\$ 64,554.72
			8. FORCE ACCOUNT	\$ 243,713.65
			9. RETAINAGE:	
			a. <u>0</u> % X <u>\$3,785,611.02</u> Contract Completed	\$ 0.00
TOTALS			10. AMOUNT ELIGIBLE TO DATE	\$ 6,616,225.87
			11. LESS PREVIOUS PAYMENTS (Line 8 from prior Application)	\$ 6,204,678.57
NET CHANGE BY	\$265,451.21	\$0.00	12. AMOUNT DUE THIS APPLICATION	\$ 411,547.30
CHANGE ORDERS			13. BALANCE TO FINISH, PLUS RETAINAGE	\$ 0.00

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

e: 12-28-14

(Date)

For (contract) Bid Schedule A (Demolition, Earthwork, Buttress, Walls, Landscaping) Cost of Work

Application No. 14

Application Date: 12/26/18

Application Period: 11/27/18 to 11/20/18

LINE NO.	Spec Section	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	MATERIALS PRESENTLY STORED	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE
1	02000	MOBILIZATION	LS	1	\$ 137,150.00	\$ 137,150.00	0%	\$0.00		100%	\$137,150.00	100.0%	\$137,150.00	100.00%
3	02020	TRAFFIC CONTROL (FLAGGER)	DAY	90	\$ 560.00	\$ 50,400.00	0%	\$0.00		1	\$560.00	1.00	\$560.00	1.11%
4	02050	REMOVAL SALVAGE/DISPOSAL OF HILLSIDE PARKING GARAGE	LS	1	\$ 13,000.00	\$ 13,000.00	0%	\$0.00		100%	\$13,000.00	100.0%	\$13,000.00	100.00%
5	02050	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 80,900.00	\$ 80,900.00	0%	\$0.00		100%	\$80,900.00	100.0%	\$80,900.00	100.00%
6	02075	REMOVAL AND DISPOSAL OF ASPHALT AND PORTLAND CEMENT	LS	1	\$ 16,650.00	\$ 16,650.00	0%	\$0.00		100%	\$16,650.00	100.0%	\$16,650.00	100.00%
7	02200	UNCLASSIFIED EXCAVATION UPPER SITE	CY	15,423	\$ 12.60	\$ 194,329.80	0%	\$0.00		19,748	\$248,824.80	19,748.00	\$248,824.80	128.04%
9	02200	ROCK EXCAVATION UPPER SITE	CY	8,031	\$ 28.10	\$ 225,671.10	0	\$0.00		5,718	\$160,675.80	5,718.00	\$160,675.80	71.20%
10	02200	UNCLASSIFIED EXCAVATION LOWER SITE	CY	19,183	\$ 8.10	\$ 155,382.30	0	\$0.00		18,511	\$149,939.10	18,511.00	\$149,939.10	96.50%
11	02200	IMPORTED PIT RUN FILL	TN	2,844	\$ 28.50	\$ 81,054.00	0.00	\$0.00		11,726.42	\$334,202.97	11,726.42	\$334,202.97	472.37%
12	02200	SITE PIT RUN EXCAVATION	CY	4,355	\$ 17.00	\$ 74,035.00	0	\$0.00		2,882	\$48,994.00	2,882.00	\$48,994.00	66.18%
13	02200	UNCLASSIFIED EXCAVATION HAULED OFF SITE	CY	18,377	\$ 11.40	\$ 209,497.80	0	\$0.00		8,844	\$100,821.60	8,844.00	\$100,821.60	48.13%
14	02200	TOPSOIL BORROW EXCAVATION STOCKPILED OFF SITE	CY	1,645	\$ 10.00	\$ 16,450.00	0	\$0.00		1,845	\$18,450.00	1,845.00	\$18,450.00	112.16%
15	02200	COMMON BUTTRESS FILL HAULED TO OFFSITE STOCKPILE	CY	9,000	\$ 11.40	\$ 102,600.00	0	\$0.00		5,963	\$67,978.20	5,963.00	\$67,978.20	66.26%
16	02200	COMMON BUTTRESS FILL HAULED FROM OFFSITE STOCKPILE	CY	9,000	\$ 12.90	\$ 116,100.00	0	\$0.00		9,688	\$124,975.20	9,688.00	\$124,975.20	107.64%
17	02200	IMPORTED COMMON BUTTRESS FILL	CY	4,000	\$ 22.00	\$ 88,000.00	0	\$0.00		1,339	\$29,458.00	1,339.00	\$29,458.00	33.45%
18	02200	SITE GENERATED COMMON BUTTRESS FILL	CY	44,684	\$ 11.50	\$ 513,866.00	0.00	\$0.00		44,310	\$509,565.00	44,310.00	\$509,565.00	99.16%
19	02200	IMPORTED SHEAR KEY ROCK	TN	8,335	\$ 33.80	\$ 281,723.00	0.00	\$0.00		8,711.04	\$294,433.15	8,711.04	\$294,433.15	104.51%
20	02200	SITE GENERATED SHEAR KEY ROCK	CY	5,210	\$ 15.90	\$ 82,839.00	0	\$0.00		4,364	\$69,387.60	4,364.00	\$69,387.60	83.76%
21	02190	CRUSHED ROAD BASE (HILLSIDE PARKING & BUDGE DR)	TN	146	\$ 34.00	\$ 4,964.00	0.00	\$0.00		448.31	\$15,242.54	448.31	\$15,242.54	307.06%
22	02230	SHEAR KEY DEWATERING	DAY	90	\$ 1,100.00	\$ 99,000.00	0	\$0.00		2	\$2,200.00	2.00	\$2,200.00	2.22%
23	02300	INSTRUMENT PROTECTION	LS	1	\$ 16,700.00	\$ 16,700.00	0%	\$0.00		100%	\$16,700.00	100.0%	\$16,700.00	100.00%
24	02330	RSS SLOPE	CY	1,982	\$ 76.80	\$ 152,217.60	0	\$0.00		1,982	\$152,217.60	1,982.00	\$152,217.60	100.00%
25	02340	WV WALL FACE ROCK "NATINA FINISH"	CY	7,476	\$ 110.30	\$ 824,602.80	0	\$0.00		7,456	\$822,396.80	7,456.00	\$822,396.80	99.73%
26	02340	WW WALL FACE ROCK "NATINA FINISH"	GAL	30	\$ 330.00	\$ 9,900.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
27	03100	CONSTRUCT DOUBLE TEE PARKING	LS	1	\$ 96,800.00	\$ 96,800.00	0%	\$0.00		100%	\$96,800.00	100.0%	\$96,800.00	100.00%
28	03100	CONCRETE PARAPET WALL	LF	220	\$ 135.75	\$ 29,865.00	0.00	\$0.00		220	\$29,865.00	220.00	\$29,865.00	100.00%
30	02200	SCULPTING BUTTRESS FILL	HR	40	\$ 350.00	\$ 14,000.00	0	\$0.00		8	\$2,800.00	8.00	\$2,800.00	20.00%
31	02280	TOPSOIL - WITH COMPOST	SYD	9,556	\$ 9.00	\$ 86,004.00	0	\$0.00		13,549	\$121,941.00	13,549.00	\$121,941.00	137.47%
32	02350	ROCK FILL FENCE	LF	260	\$ 360.00	\$ 93,600.00	0	\$0.00		260	\$93,600.00	260.00	\$93,600.00	100.00%
33	02900	SILT FENCE	LF	1,205	\$ 6.00	\$ 7,230.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
34	02900	SEEDING	AC	2,055	\$ 9,100.00	\$ 18,655.00	0.00	\$0.00		3.84	\$34,944.00	3.84	\$34,944.00	187.32%
35	02900	TYPE 1 EROSION CONTROL BLANKET	SF	76,053	\$ 0.80	\$ 60,842.40	0	\$0.00		104,091	\$83,272.80	104,091.00	\$83,272.80	136.87%
36	02900	TYPE 2 EROSION CONTROL BLANKET	SF	4,090	\$ 1.20	\$ 4,908.00	0	\$0.00		5,520	\$6,624.00	5,520.00	\$6,624.00	134.96%
37	02900	EROSION CONTROL STRAW WATTLE	LF	1,600	\$ 4.50	\$ 7,200.00	0	\$0.00		925	\$4,162.50	925.00	\$4,162.50	57.81%
38	02900	CONSTRUCT ARMORED DRAINAGE SWALE	LS	1	\$ 4,400.00	\$ 4,400.00	0%	\$0.00		100%	\$4,400.00	100.0%	\$4,400.00	100.00%
39	03480	SHEAR KEY SUMPS (PERFORATED MANHOLE, RING AND COVER)	EA	2	\$ 6,100.00	\$ 12,200.00	0	\$0.00		1	\$6,100.00	1.00	\$6,100.00	50.00%
					\$	\$ 3,985,436.80		\$0.00	\$0.00		\$3,989,231.66		\$3,989,231.66	97.84%

2	02005	FORCE ACCOUNT	TM	1	\$ 204,000.00	\$ 204,000.00	1.78%	\$3,635.40		61.0%	\$124,392.52	62.8%	\$128,027.92	62.76%
29		SALVAGE AND RESET HILLSIDE OUTDOOR LIGHTING IN PARKING AREA	LS	1	\$ 14,510.00	\$ 14,510.00	0.00%	\$0.00		129.3%	\$18,763.63	129.3%	\$18,763.63	129.32%

Progress Estimate And Schedule of Values

CONTRACTOR'S APPLICATION 14

For (contract): Bid Schedule B (Utilities) Cost of Work		Application No.: 14
Application Period: 11/27/18 to 11/20/18		Application Date: 12/26/18

LINE NO.	Spec Section	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT BID PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	MATERIALS PRESENTLY STORED	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE
1	02000	MOBILIZATION	LS	1	\$ 41,940.00	\$ 41,940.00	0%	\$0.00		100%	\$41,940.00	100%	\$41,940.00	100.00%
3	02020	TRAFFIC CONTROL (FLAGGER)	DAY	25	\$ 560.00	\$ 14,000.00	0.0	\$0.00		3.5	\$1,960.00	3.50	\$1,960.00	14.00%
4	02725	STORM SEWER PIPE AND TRENCHING - 12" PVC SDR 35	LF	1,085	\$ 70.00	\$ 75,950.00	0	\$0.00		661	\$46,270.00	661.00	\$46,270.00	60.92%
5	02725	STORM SEWER PIPE AND TRENCHING - 12" HDPE DR 21	LF	775	\$ 79.00	\$ 61,225.00	0	\$0.00		818	\$64,622.00	818.00	\$64,622.00	105.55%
6	02725	STORM SEWER PIPE AND TRENCHING - 18" PVC SDR 35	LF	220	\$ 134.00	\$ 29,480.00	0	\$0.00		383	\$51,222.00	383.00	\$51,222.00	174.09%
7	03480	STORM SEWER MH - 48" DIA	EA	15	\$ 2,900.00	\$ 43,500.00	0	\$0.00		15	\$43,500.00	15.00	\$43,500.00	100.00%
8	03480	STORM SEWER DROP MH - 48" DIA (MH-H04)	EA	1	\$ 8,500.00	\$ 8,500.00	0	\$0.00		1	\$8,500.00	1.00	\$8,500.00	100.00%
9	03480	STORM SEWER DROP MH - 48" DIA (MH-H07)	EA	1	\$ 6,000.00	\$ 6,000.00	0	\$0.00		1	\$6,000.00	1.00	\$6,000.00	100.00%
10	03480	STORM DRAIN INLET - 30" TYPE C	EA	4	\$ 2,150.00	\$ 8,600.00	0	\$0.00		4	\$8,600.00	4.00	\$8,600.00	100.00%
11	03480	STORM DRAIN INLET - 48" DIA MH	EA	1	\$ 2,900.00	\$ 2,900.00	0	\$0.00		1	\$2,900.00	1.00	\$2,900.00	100.00%
12	03480	STORM WATER TREATMENT UNIT - VORTECHS MODEL 3000	EA	1	\$ 19,800.00	\$ 19,800.00	0	\$0.00		1	\$19,800.00	1.00	\$19,800.00	100.00%
13	03100	STORM WATER INLET COLLECTION STRUCTURE	EA	1	\$ 5,500.00	\$ 5,500.00	0%	\$0.00		1	\$5,500.00	1.00	\$5,500.00	100.00%
14	02200	STORM WATER COLLECTION DITCH	LS	1	\$ 5,500.00	\$ 5,500.00	0%	\$0.00		1	\$5,500.00	1.00	\$5,500.00	100.00%
15	02725	REMOVE AND RECLAIM TEMPORARY STORM DRAIN PIPE	LF	160	\$ 13.00	\$ 2,080.00	0	\$0.00		455	\$5,915.00	455.00	\$5,915.00	284.38%
16	02665	8" RESILIENT SEATED GATE VALVE W/ VALVE BOX	LF	376	\$ 160.00	\$ 60,160.00	0	\$0.00		376	\$60,160.00	376.00	\$60,160.00	100.00%
17	02665	CONNECT TO EXISTING WATERLINE - 12" DIP AT BROADWAY	EA	2	\$ 2,500.00	\$ 5,000.00	0%	\$0.00		2	\$5,000.00	2.00	\$5,000.00	100.00%
18	02665	CONNECT TO EXISTING WATERLINE - 8" DIP AT BUDGE DRIVE	LS	1	\$ 3,400.00	\$ 3,400.00	0%	\$0.00		1	\$3,400.00	1.00	\$3,400.00	100.00%
19	02665	2" HDPE DR 11 IRRIGATION SERVICE	LS	300	\$ 9.00	\$ 2,700.00	0%	\$0.00		100%	\$3,320.00	100.00	\$3,320.00	100.00%
20		HILLSIDE IRRIGATION SERVICE CONNECTION	LS	1	\$ 2,900.00	\$ 2,900.00	0%	\$0.00	0.00	10	\$90.00	10.00	\$90.00	3.33%
21	02700	SEWER PIPE AND TRENCHING - 8" PVC SDR 35	LF	103	\$ 96.00	\$ 9,888.00	0	\$0.00		50%	\$1,450.00	50.00	\$1,450.00	50.00%
22	02700	SEWER PIPE AND TRENCHING - 8" HDPE DR 17	LF	115	\$ 110.00	\$ 12,650.00	0	\$0.00		187	\$17,952.00	187.00	\$17,952.00	181.45%
23	03480	SEWER MH - 48" DIA	EA	2	\$ 7,100.00	\$ 14,200.00	0	\$0.00		118	\$12,980.00	118.00	\$12,980.00	102.61%
24	03480	SEWER DROP MH - 48" DIA	EA	2	\$ 9,000.00	\$ 18,000.00	0	\$0.00		1	\$2,900.00	1.00	\$2,900.00	50.00%
25	02700	CONNECT TO EXISTING SEWER AT BROADWAY (NEW MH)	EA	1	\$ 3,010.00	\$ 3,010.00	0	\$0.00		2	\$14,200.00	2.00	\$14,200.00	100.00%
26	02700	SEWER SERVICE REPLACEMENT - 4" PVC SDR 35	LS	1	\$ 9,000.00	\$ 9,000.00	0%	\$0.00		1	\$3,010.00	1.00	\$3,010.00	100.00%
27	02700	TRENCH SURFACE REPAIR LANDSCAPE	LF	745	\$ 28.50	\$ 21,232.50	0	\$0.00		100%	\$9,000.00	100.00	\$9,000.00	100.00%
28	02512	TRENCH ASPHALT SURFACE REPAIR (2" WHERE THERE IS 1-1/2" OVERLAY)	LF	1,411	\$ 76.00	\$ 107,236.00	0.00	\$0.00		796	\$22,686.00	796.00	\$22,686.00	106.85%
29	02512	TRENCH ASPHALT SURFACE REPAIR (3" NO OVERLAY)	LF	124	\$ 101.00	\$ 12,524.00	0	\$0.00		1,102.21	\$83,768.72	1,102.21	\$83,768.72	78.12%
30	02512		LF				0	\$0.00		71	\$7,171.00	71.00	\$7,171.00	57.26%
														93.33%
														\$557,016.72
2	02005	FORCE ACCOUNT	TM	1	\$ 23,000.00	\$ 23,000.00	0.0%	\$0.00		100.6%	\$23,147.10	100.60%	\$23,147.10	100.64%

Progress Estimate And Schedule of Values

CONTRACTOR'S APPLICATION

14

For Contract: Bid Schedule C (Budge Drive Roadway, Hillside Parkins Surface) Cost of Work
Application Period: 11/27/18 to 11/30/18

Application No.: 14
Application Date: 12/26/18

LINE NO.	Spec Section	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT BID PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	MATERIALS PRESENTLY STORED	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE
1	02000	MOBILIZATION	LS	1	\$ 9,100.00	\$ 9,100.00	0%	\$0.00		100%	\$9,100.00	100.0%	\$9,100.00	100.00%
3	02020	TRAFFIC CONTROL	LS	1	\$ 9,700.00	\$ 9,700.00	0%	\$0.00		100%	\$9,700.00	100.0%	\$9,700.00	100.00%
4	02200	PIT RUN FILL (18" OVER SHEAR ROCK BACKFILL)	TN	1,480	\$ 26.00	\$ 38,480.00	0.00	\$0.00		913.89	\$23,761.14	913.89	\$23,761.14	61.75%
5	02200	UNCLASSIFIED EXCAVATION ROADWAY	CY	525	\$ 24.00	\$ 12,600.00	0	\$0.00		583	\$14,112.00	583.00	\$14,112.00	112.00%
6	02280	TOPSOIL	CY	45	\$ 130.00	\$ 5,850.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
7	02900	SEEDING	AC	0.06	\$ 11,000.00	\$ 660.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
8	02190	CRUSHED ROAD BASE	TN	340	\$ 34.00	\$ 11,560.00	0.00	\$0.00		766.32	\$26,054.88	766.32	\$26,054.88	225.39%
9	02512	ROADWAY HOT PLANT MIX BITUMINOUS PAVEMENT BUDGE DRIVE	TN	270	\$ 153.00	\$ 41,310.00	0.00	\$0.00		682.25	\$104,384.25	682.25	\$104,384.25	252.69%
10	02512	BATES APARTMENTS DRIVE WAY REPLACEMENT	TN	110	\$ 138.00	\$ 15,180.00	0	\$0.00		105	\$16,590.00	105.00	\$16,590.00	95.45%
11	02512	1.5" HOT PLANT MIX BITUMINOUS PAVEMENT OVERLAY BUDGE DR.	TN	300	\$ 163.00	\$ 48,900.00	0	\$0.00		134	\$21,842.00	134.00	\$21,842.00	44.67%
12	02776	CONCRETE SIDEWALK (INCLUDES GRAVEL BASE COARSE)	SF	1,332	\$ 17.50	\$ 23,310.00	0	\$0.00		1,019	\$17,832.50	1,019.00	\$17,832.50	76.50%
13	02776	CONCRETE VALLEY GUTTER	SF	535	\$ 21.00	\$ 11,235.00	0	\$0.00		1,131	\$23,751.00	1,131.00	\$23,751.00	211.40%
14	02776	24" COMBINED CURB AND GUTTER (INCLUDES GRAVEL BASE COARSE)	LF	1,124	\$ 47.50	\$ 53,390.00	0	\$0.00		1,238	\$58,805.00	1,238.00	\$58,805.00	110.14%
15	02805	SIGN POSTS, METAL	EA	2	\$ 600.00	\$ 1,200.00	0	\$0.00		2	\$1,200.00	2.00	\$1,200.00	100.00%
16	02805	SIGN PANELS, ALUMINUM	EA	2	\$ 100.00	\$ 200.00	0	\$0.00		1	\$100.00	1.00	\$100.00	50.00%
17	02810	ROADWAY DELINEATORS	EA	10	\$ 175.00	\$ 1,750.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
18	02810	PAVEMENT STRIPING AND DECALS	LS	1	\$ 3,000.00	\$ 3,000.00	0%	\$0.00		100%	\$3,000.00	100.0%	\$3,000.00	100.00%
19	02810	CROSSWALK STRIPING	LS	1	\$ 900.00	\$ 900.00	0%	\$0.00		50%	\$450.00	50.0%	\$450.00	50.00%
						\$ 290,525.00		\$0.00	\$0.00		\$330,682.77		\$330,682.77	113.82%
2	02005	FORCE ACCOUNT	TM	1	\$ 13,000.00	\$ 13,000.00	0.00%	\$0.00		52.76%	\$7,856.83	52.76%	\$7,856.83	60.44%

Progress Estimate And Schedule of Values

CONTRACTOR'S APPLICATION 14

For (Contract): Bid Schedule D (Broadway ROW, Pathway 22 East) Cost of Work
Application Period: 11/27/18 to 11/20/18

Application No.: 14
Application Date: 12/26/18

LINE NO.	Spec Section	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	MATERIALS PRESENTLY STORED	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE
1	02000	MOBILIZATION	LS	1	\$ 8,000.00	\$ 8,000.00	0%	\$0.00		100%	\$8,000.00	100.0%	\$8,000.00	100.00%
3	02020	TRAFFIC CONTROL	LS	1	\$ 9,200.00	\$ 9,200.00	0%	\$0.00		100%	\$9,200.00	100.0%	\$9,200.00	100.00%
4	02050	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTION	LS	1	\$ 1,050.00	\$ 1,050.00	0%	\$0.00		100%	\$1,050.00	100.0%	\$1,050.00	100.00%
5	02075	REMOVAL OF SURFACING	SY	234	\$ 35.00	\$ 8,190.00	0	\$0.00		166	\$5,810.00	166.0%	\$5,810.00	70.94%
6	02075	REMOVAL OF CURB AND GUTTER	FT	437	\$ 14.00	\$ 6,118.00	0	\$0.00		433	\$6,062.00	433.0%	\$6,062.00	99.08%
7	02075	REMOVAL OF CONCRETE	SY	609	\$ 24.00	\$ 14,616.00	0	\$0.00		764	\$18,336.00	764.0%	\$18,336.00	125.45%
8	02200	UNCLASSIFIED EXCAVATION	CY	323	\$ 24.00	\$ 7,752.00	0	\$0.00		590	\$14,160.00	590.0%	\$14,160.00	182.66%
9	02200	SUBGRADE PREPARATION	LF	1,944	\$ 3.50	\$ 6,804.00	0	\$0.00		1,088	\$3,808.00	1,088.0%	\$3,808.00	55.68%
10	02190	CRUSHED ROAD BASE	CY	228	\$ 42.00	\$ 9,576.00	0.00	\$0.00		268.43	\$11,274.06	268.43	\$11,274.06	117.73%
11	02512	HOT PLANT MIX APPROACHES	TON	73	\$ 186.00	\$ 13,578.00	0.00	\$0.00		22.64	\$4,211.04	22.64	\$4,211.04	31.01%
12	02512	BIKE PATH (PLANT MIX)	SY	445	\$ 185.00	\$ 83,660.00	0	\$0.00		363	\$68,244.00	363.0%	\$68,244.00	81.57%
13	02716	CONCRETE PAVEMENT	SF	420	\$ 22.00	\$ 9,240.00	0.00	\$0.00		3,163.36	\$69,593.92	3,163.36	\$69,593.92	753.18%
14	02716	SIDEWALK (CONCRETE)	SF	7,472	\$ 17.50	\$ 130,760.00	0.00	\$0.00		10,717.85	\$187,562.38	10,717.85	\$187,562.38	143.44%
15	02776	CURB AND GUTTER TYPE A	FT	404	\$ 47.50	\$ 19,190.00	0.00	\$0.00		367.25	\$17,444.38	367.25	\$17,444.38	90.90%
16	02776	DOUBLE GUTTER	SF	609	\$ 23.00	\$ 14,007.00	0.00	\$0.00		1,789.55	\$41,159.65	1,789.55	\$41,159.65	293.85%
17	02570	MANHOLE ADJUSTMENT	EA	4	\$ 650.00	\$ 2,600.00	0	\$0.00		9	\$5,850.00	9.00	\$5,850.00	225.00%
18		CONDUIT - RIGID PVC 2 1/2 IN	FT	2,325	\$ 19.00	\$ 44,175.00	0	\$0.00		1,085	\$20,615.00	1,085.0%	\$20,615.00	46.67%
19		PULL BOX TYPE S	EA	6	\$ 550.00	\$ 3,300.00	0	\$0.00		6	\$3,300.00	6.00	\$3,300.00	100.00%
20		RESET SIGNAL CONTROLLER CABINET	EA	1	\$ 12,000.00	\$ 12,000.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
21		RESET PEDESTAL	EA	1	\$ 900.00	\$ 900.00	0	\$0.00		1	\$900.00	1.00	\$900.00	100.00%
22		RESET SIGNS	LS	1	\$ 1,700.00	\$ 1,700.00	0%	\$0.00		100%	\$1,700.00	100.0%	\$1,700.00	100.00%
23		SIGN POST, SO TUBULAR STEEL	EA	6	\$ 600.00	\$ 3,600.00	0	\$0.00		3	\$1,800.00	3.00	\$1,800.00	50.00%
24		SIGN PANELS, ALUMINUM	SF	10	\$ 100.00	\$ 1,000.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
25	02810	PREFORMED PAVEMENT LINE 18 IN	LF	204	\$ 17.50	\$ 3,570.00	0	\$0.00		120	\$2,100.00	120.00	\$2,100.00	58.82%
26	02810	EPOXY PAVEMENT LINE 4 IN	LF	410	\$ 9.50	\$ 3,895.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
27	02810	PREFORMED PAVEMENT MARKINGS FOR WORDS AND SYMBOLS	SF	90	\$ 35.00	\$ 3,150.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%
28	02810	CHLORINATED RUBBER PAINT PAVEMENT MARKINGS (SPECIAL)	SF	800	\$ 4.00	\$ 3,200.00	0	\$0.00		215	\$860.00	215.00	\$860.00	26.88%
29	02810	COLOR PAVEMENT MARKINGS (CYCLEGRIP) (SPECIAL)	SF	930	\$ 13.00	\$ 12,090.00	0	\$0.00		582	\$7,566.00	582.00	\$7,566.00	62.58%
30		STREET LIGHT FIXTURE	EA	5	\$ 5,500.00	\$ 27,500.00	4.50	\$24,750.00		1.5	\$8,250.00	6.00	\$33,000.00	120.00%
31	02900	TURF GRASS SOD	SF	12,000	\$ 1.50	\$ 18,000.00	0	\$0.00		13,435	\$20,152.50	13,435.00	\$20,152.50	111.96%
32	02900	TREE PLANTING	EA	16	\$ 1,200.00	\$ 19,200.00	0	\$0.00		21	\$25,200.00	21.00	\$25,200.00	131.25%
33	02900	REVEGETATION	SF	9,500	\$ 0.25	\$ 2,375.00	0	\$0.00		6,760	\$1,690.00	6,760.00	\$1,690.00	71.16%
35		SIDEWALK DETECTABLE WARNING	SF	112	\$ 65.00	\$ 7,280.00	0	\$0.00		108	\$7,020.00	108.00	\$7,020.00	96.43%
					\$	\$11,311.00		\$24,750.00	\$0.00		\$57,218.93		\$57,218.93	116.89%
2	02005	FORCE ACCOUNT	TM	1	\$ 27,000.00	\$ 27,000.00	0.00%	\$0.00		90.73%	\$24,496.18	0.91	\$24,496.18	90.73%
34		IRRIGATION (FORCE ACCOUNT)	TM	1	\$ 18,000.00	\$ 18,000.00	0.00%	\$0.00		143.27%	\$25,789.41	1.43	\$25,789.41	143.27%

Progress Estimate And Schedule of Values

CONTRACTOR'S APPLICATION 14

For (contract): Bid Schedule E (Repair to Hillside Parking structure Outside of Landslide Mitigation) Cost of Work
Application Period: 11/27/18 to 11/30/18

Application No.: 14
Application Date: 12/26/18

LINE NO.	Spec Section	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT BID PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	MATERIALS PRESENTLY STORED	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE
1	02000	MOBILIZATION	LS	1	\$ 13,600.00	\$ 13,600.00	0%	\$0.00		100%	\$13,600.00	100.00%	\$13,600.00	100.00%
3	02020	TRAFFIC CONTROL	LS	1	\$ 2,200.00	\$ 2,200.00	0%	\$0.00		100%	\$2,200.00	100.00%	\$2,200.00	100.00%
4		W18x50 BEAM REPLACEMENT AND COLUMNS	LS	1	\$ 36,000.00	\$ 36,000.00	0%	\$0.00		100%	\$36,000.00	100.00%	\$36,000.00	100.00%
5		REMOVE DOUBLE TEE AND RE-INSTALL	LS	1	\$ 23,900.00	\$ 23,900.00	0%	\$0.00		100%	\$23,900.00	100.00%	\$23,900.00	100.00%
6		REMOVE/REINSTALL MECHANICAL & ELECTRICAL	LS	1	\$ 20,160.00	\$ 20,160.00	0%	\$0.00		100%	\$20,160.00	100.00%	\$20,160.00	100.00%
7	02075	DEMOLITION OF ASPHALT SURFACE	SF	480	\$ 5.00	\$ 2,400.00	0	\$0.00		458	\$2,290.00	458.00	\$2,290.00	95.42%
8	02075	DEMOLITION OF CONCRETE SURFACE	SF	200	\$ 13.50	\$ 2,700.00	0	\$0.00		200	\$2,700.00	200.00	\$2,700.00	100.00%
9	02100	EXCAVATION AND BACKFILL FOOTER	CY	55	\$ 150.00	\$ 8,250.00	0	\$0.00		55	\$8,250.00	55.00	\$8,250.00	100.00%
10	02190	CRUSHED GRAVEL BASE	TON	18	\$ 118.00	\$ 2,124.00	0.00	\$0.00		15.55	\$1,834.90	15.55	\$1,834.90	86.39%
11	02112	PLANT MIX BITUMINOUS PAVEMENT	TON	10	\$ 350.00	\$ 3,500.00	0	\$0.00		9	\$3,150.00	9.00	\$3,150.00	90.00%
12	03100	CONCRETE WALL (10"x35")	LS	1	\$ 45,600.00	\$ 45,600.00	0%	\$0.00		100%	\$45,600.00	100.00%	\$45,600.00	100.00%
13	03100	ANGLE LEDGER CONCRETE WALL (14")	LS	1	\$ 12,350.00	\$ 12,350.00	0%	\$0.00		100%	\$12,350.00	100.00%	\$12,350.00	100.00%
14	03100	SPALLED CONCRETE REPAIR	SF	288	\$ 11.00	\$ 3,168.00	0	\$0.00		207	\$2,277.00	207.00	\$2,277.00	71.88%
15	02776	CONCRETE PARKING SURFACE	SF	200	\$ 25.00	\$ 5,000.00	0	\$0.00		200	\$5,000.00	200.00	\$5,000.00	100.00%
16		CRACK SEALING	LF	48	\$ 36.50	\$ 1,752.00	0	\$0.00		44	\$1,606.00	44.00	\$1,606.00	91.67%
					\$	\$ 182,704.00		\$0.00	\$0.00		\$180,917.90		\$180,917.90	99.02%
2	02005	FORCE ACCOUNT	LS	1	\$ 9,000.00	\$ 9,000.00	0.0%	\$0.00		75.5%	\$6,797.87	75.5%	\$6,797.87	75.53%

Progress Estimate And Schedule of Values

CONTRACTOR'S APPLICATION 14

Application No.: 14 Application Date: 12/26/18															
For Contract: Chance Order #1 - Water Line Hwy 22 to Budge Drive Application Period: 11/27/18 to 11/30/18															
LINE NO.	Spec Section	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	CONTRACT DOLLAR AMOUNT	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	MATERIALS PRESENTLY STORED	QTY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES	QTY TO DATE	AMOUNT TO DATE	PERCENT OF BID TO DATE	
1	02000	MOBILIZATION	LS	1	\$ 8,225.00	\$ 8,225.00	0%	\$0.00		100%	\$8,225.00	100%	\$8,225.00	100.00%	
2	02020	TRAFFIC CONTROL	LS	1	\$ 1,100.00	\$ 1,100.00	0%	\$0.00		100%	\$1,100.00	100%	\$1,100.00	100.00%	
3	02020	TRAFFIC CONTROL (FLAGGER)	DAY	10	\$ 560.00	\$ 5,600.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%	
4	02075	REMOVAL AND DISPOSAL OF ASPHALT	SYD	900	\$ 11.00	\$ 9,900.00	0.00	\$0.00		913.53	\$10,048.83	913.53	\$10,048.83	101.50%	
5	02075	REMOVAL AND DISPOSAL OF PORTLAND CEMENT	SF	540	\$ 3.00	\$ 1,620.00	0	\$0.00		204	\$612.00	204.00	\$612.00	37.78%	
6	02200	UNCLASSIFIED EXCAVATION	CV	200	\$ 35.00	\$ 7,000.00	0	\$0.00		396	\$13,860.00	396.00	\$13,860.00	198.00%	
7	02665	WATER PIPE AND TRENCHING - 8" DIP	LF	1,110	\$ 85.50	\$ 94,905.00	0	\$0.00		1,092	\$93,566.00	1,092.00	\$93,566.00	98.38%	
8	02665	CONNECT TO EXISTING WATERLINE - HWY22	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$0.00		1	\$2,500.00	1.00	\$2,500.00	100.00%	
9	02665	CONNECT TO EXISTING WATERLINE - BUDGE DRIVE	LS	1	\$ 1,500.00	\$ 1,500.00	0	\$0.00		1	\$1,500.00	1.00	\$1,500.00	100.00%	
10	02645	FIRE HYDRANT ASSEMBLY	EA	1	\$ 7,250.00	\$ 7,250.00	0	\$0.00		2	\$7,250.00	2.00	\$7,250.00	100.00%	
11	02665	8" RESILIENT SEATED GATE VALVE W/ VALVE BOX	EA	2	\$ 2,175.00	\$ 4,350.00	0	\$0.00		2	\$4,350.00	2.00	\$4,350.00	100.00%	
12	02665	8" DIP BENDS	EA	17	\$ 680.00	\$ 11,560.00	0	\$0.00		19	\$12,920.00	19.00	\$12,920.00	111.76%	
13	02896	BLUEBOARD INSULATION	LF	1,110	\$ 3.40	\$ 3,774.00	0	\$0.00		0	\$0.00	0.00	\$0.00	0.00%	
14	02190	CRUSHED ROAD BASE	TN	480	\$ 37.00	\$ 17,760.00	0.00	\$0.00		259.42	\$9,598.54	259.42	\$9,598.54	54.05%	
15	02512	ROADWAY HOT PLANT MIX BITUMINOUS PAVEMENT	TN	180	\$ 172.00	\$ 30,960.00	0.00	\$0.00		146.42	\$25,184.24	146.42	\$25,184.24	81.34%	
16	02776	CONCRETE PAVEMENT	SF	540	\$ 23.00	\$ 12,420.00	0	\$0.00		204	\$4,692.00	204.00	\$4,692.00	37.78%	
17	02900	REVEGETATION	SYD	900	\$ 2.20	\$ 1,980.00	0	\$0.00		2,063	\$4,538.60	2,063.00	\$4,538.60	229.22%	
18	02900	TYPE I EROSION CONTROL BLANKET	SF	7,000	\$ 0.80	\$ 5,600.00	0	\$0.00		7,565	\$6,052.00	7,565.00	\$6,052.00	108.07%	
19	02900	EROSION CONTROL STRAW WATTLE	LF	200	\$ 4.50	\$ 900.00	0	\$0.00		575	\$2,587.50	575.00	\$2,587.50	287.50%	

West Broadway Landslide Construction Cost Summary

	CONTRACT DOLLAR AMOUNT	AMOUNT THIS ESTIMATE	AMOUNT PRIOR ESTIMATES	AMOUNT TO DATE	PERCENT OF BID TO DATE
Bid Schedule A-Earthwork	\$ 3,985,436.80	\$0.00	\$3,899,231.66	\$3,899,231.66	97.84%
Bid Schedule B-Utilities	\$ 595,595.50	\$0.00	\$557,016.72	\$557,016.72	93.52%
Bid Schedule C-Budge Drive and Hillside Upper Parking	\$ 290,525.00	\$0.00	\$330,682.77	\$330,682.77	113.82%
Bid Schedule D-Broadway Pathways	\$ 511,311.00	\$24,750.00	\$572,918.93	\$597,668.93	116.89%
Bid Schedule E-Hillside Garage Repair	\$ 182,704.00	\$0.00	\$180,917.90	\$180,917.90	99.02%
Change Order #1 - Water Line Hwy 22 to Budge Drive	\$ 229,404.00	\$0.00	\$208,884.71	\$208,884.71	91.06%
Subtotal All Work Minus F.A. Bid Schedule A, B, C, D, and E	\$ 5,794,976.30	\$24,750.00	\$5,749,652.69	\$5,774,402.69	99.6%

	CONTRACT DOLLAR AMOUNT	AMOUNT THIS ESTIMATE	AMOUNT PRIOR ESTIMATES	AMOUNT TO DATE	PERCENT OF BID TO DATE
Bid Schedule A-Force Account + Lighting	\$ 218,510.00	\$3,635.40	\$143,156.15	\$146,791.55	67.18%
Bid Schedule B-Force Account	\$ 23,000.00	\$0.00	\$23,147.10	\$23,147.10	100.64%
Bid Schedule C-Force Account	\$ 13,000.00	\$0.00	\$7,856.83	\$7,856.83	60.44%
Bid Schedule D-Force Account	\$ 45,000.00	\$0.00	\$50,285.59	\$50,285.59	111.75%
Bid Schedule E-Force Account	\$ 9,000.00	\$0.00	\$6,797.87	\$6,797.87	75.53%
Change Order #1 - Force Account	\$ 11,476.00	\$0.00	\$8,834.71	\$8,834.71	76.98%
Subtotal Force Account Bid Schedule A, B, C, D, and E	\$ 319,986.00	\$3,635.40	\$240,078.25	\$243,713.65	76.2%

	CONTRACT DOLLAR AMOUNT	AMOUNT THIS ESTIMATE	AMOUNT PRIOR ESTIMATES	AMOUNT TO DATE	PERCENT OF BID TO DATE
Subtotal All Work Minus F.A. Bid Schedule A, B, C, D, and E	\$ 5,794,976.30	\$ 24,750.00	\$ 5,749,652.69	\$ 5,774,402.69	99.64%
Subtotal Force Account Bid Schedule A, B, C, D, and E	\$ 319,986.00	\$ 3,635.40	\$ 240,078.25	\$ 243,713.65	76.16%
Subtotal Bid Schedule A, B, C, D, and E	\$ 6,114,962.30	\$ 28,385.40	\$ 5,989,730.94	\$ 6,018,116.34	98.42%

Contractor's Application

TOTALS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Jackson	Owner's Contract No.:	
Contractor:	Westwood Curtis Construction	Contractor's Project No.:	
Engineer:	Nelson Engineering	Engineer's Project No.:	14-175-03
Project:	West Broadway Landslide Mitigation Project	Contract Name:	CMAR

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☒ The following specified portions of the Work:

	<u>Date of Substantial Completion</u>
Early Work Amendment No. 1: Temporary Access Road	Nov. 7, 2018
Early Work Amendment No. 2: Demo Walgreens Building	Aug. 15, 2017
Early Work Amendment No. 3: Hillside Temporary Parking	Jun. 30, 2017
Bid Schedule A: Earthwork, Buttress, Walls	Oct. 26, 2018
Bid Schedule B: Utilities	Oct. 26, 2018
Bid Schedule C: Budge Drive Roadway	Oct. 26, 2018
Bid Schedule D: Broadway ROW Path 22 East	Oct. 26, 2018
Bid Schedule E: Repair Hillside Parking Structure outside of landslide mitigation work	Oct. 26, 2018
Change Order No. 1: Water Line Hwy 22 to Budge Drive	Nov. 7, 2018

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *Punch List dated Nov. 8, 2018*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

EJCDC® C-625, Certificate of Substantial Completion.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Nelson Engineering

Town of Jackson

Westwood Curtis Construction

By: [Signature]
(Authorized signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: Project Manager

Title: Town Manager

Title: PROJECT MANAGER

Date: 11/8/18

Date: 11-12-2018

Date: 11-08-18

Punch List # 1

Date: 11/8/18

Project: West Broadway Landslide Mitigation Project

Contractor: Westwood Curtis

Date of Substantial Completion Inspection: 11/7/18

The following Punch list identifies incomplete items or deficient work which was identified during an Inspection performed on 11/8/18 and which are to be completed by the contractor prior to final acceptance. This list may not be all inclusive, and failure to include an item in it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. The items in this list will be completed by the Contractor on or before 11/27/18.

- Complete Rockfall Mesh mitigation at unload bench
- Complete Lighting Installation along Broadway
- Remove Excess Wire Mesh from Unload Bench
- Clean up All construction Debris
- Remove Temporary Light Base at Hillside Apartments
- Insulate piping in Hillside Commercial Mechanical room
- Asphalt Patch at Budge Drive Water Line Extension Tie In
- Complete Installation of Erosion Control Measures Throughout Job Site



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: December 21, 2018
MEETING DATE: January 7, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing for a new Restaurant Liquor License: Scarfish LLC d/b/a Suda

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

Scarfish LLC *dba* Suda submitted an application for a new restaurant liquor license located at 140 North Cache Street Suite B (previously occupied by Lotus). The building has been undergoing minor remodel, with plans to open for business in January 2019. This request includes two dispensing rooms, one on the first floor and another on the second floor, and alcohol service to outdoor seating on the second floor balcony.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review.

The following is an excerpt from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

ATTACHMENTS

Restaurant liquor license application

FISCAL IMPACT

Issuance of this license would result in the collection of \$375 for prorated application fees this year and \$1500 in fees at next year's renewal.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria listed in Wyoming Statutes (copied above) regarding issuing liquor licenses and concerns raised from staff review.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with conditions:
 - 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit.
 - 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the issuance of a restaurant liquor license to Scarfish LLC *dba* Suda for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

To be completed by Town Clerk

License Fees Annual Fee: \$ _____
 # mths 3 Prorated Fee: \$ 375.00
 Transfer Fee: \$ _____
 Publishing Fee: \$ 100.00

Local License # _____

Date filed with clerk: 12/10/18Advertising Dates: (2 Weeks) 12/19 & 12/26Hearing Date: 1 / 7 / 2019

License Term: 1 / 7 / 2019 through 3 / 31 / 2019
 Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Scarfish LLCTrade/Business Name (dba): SudaBuilding to be licensed/Building Address: 140 N. Cache Street Suite B

Number & Street

JacksonWY83001

City

State

Zip

County

Mailing Address: P.O. Box 14270 Jackson WY 83002

Number & Street Name or P.O. Box

City

State

Zip

Business Telephone Number: (307) 201.6616 Fax Number: ()E-Mail Address: accounting@sudachigh.comBrief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi) Zoned: TSLot 1 of Block 1 of the W.W. Smith Addition to the Town of Jackson**FILING FOR**

- ☒ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: JACKSON
☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:

- ☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

- ☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:

- ☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/
 PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL / PART-TIME☐ NON-OPERATIONAL / PARKED

If not full time, specify:

Months of Operation

from _____ to _____

Days of Week (e.g. Mon through Saturday)

from _____ to _____

Hours of Operation (e.g. 10am to 2am)

from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?

☐ YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date 9/30/2023 located on page 1 paragraph 2 of lease.(B) Where the Sales provision for alcoholic or malt beverages is located, on page 4 paragraph 12 of lease.

(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

ShopCoo LLC

True and Correct Name	Date of Birth	Residence Address No. & Street, City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation	Have you been Convicted of a Biolation Relating to Alcholic Liquor or Malt Beverages?
Brandon P. Ryan				6	57%	Yes ☐ No ☒	Yes ☐ No ☒
Michael G. Reid				6	29%	Yes ☐ No ☒	Yes ☐ No ☒
John J. Ryan				6	14%	Yes ☐ No ☒	Yes ☐ No ☒

100%

Information For Q. 6.

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**

→ (a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
 (e.g. 10 x 12 room in SE corner of building) ① Down stairs: 18' - 9 1/2" x 7' 5 3/4"
② Upstairs: 6' 1 1/8" x 10' 9 1/2" → 19' x 8' ROOM ON NW WALL IN CENTER OF BLDG
7' x 11' ROOM ON 2ND FLOOR

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

My commission expires: 05.23.2020



wellsfargo.com

12/07/2018

The Aspens
3445 N Pines Way STE 101
Wilson, WY 83014

Scarfish LLC
3465 N Pines Way STE 103
Wilson, WY 83014

Dear Town of Jackson/Town Clerk:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
[REDACTED]	11/14/2018	[REDACTED]
	11/14/2018	
	01/12/2015	

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 307-732-3915.

A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Mountain

Friday: 9:00 AM - 5:00 PM Mountain

Saturday: CLOSED:00 PM - <time>:<time> <AM or PM> Closed

Thank you. We appreciate your business.

Sincerely,

Leandra Cisneros
Branch Manager
Wells Fargo Bank NA

Together we'll go far



For Use
See page 4

**Commercial Lease Agreement
TRIPLE NET
(Hereford Capital Co, LLC /Scarfish, LLC)**

This Lease Agreement (the "Lease") is made and entered into to this 24 day of October, 2018, by and between Hereford Capital Co, LLC, a Wyoming limited liability company with a mailing address of P.O. Box 1513, Jackson, WY 83001 ("Landlord"), and Scarfish, LLC, a Wyoming limited liability company, with a mailing address of PO Box 14270, Jackson, WY 83001 ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at **140 North Cache Street**, more particularly, **Suite B**, comprised of approximately 6,000 sf total on the first and second floor (the "Leased Premises"), within the approximately 9,564 sf building (the "Building") located at Lot 1 of Block 1 of the W.W. Smith Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the County Clerk, Teton County, Wyoming, on August 26, 1912 as Plat No. 105, PIN: 22-41-16-27-3-12-007.

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

- 1) **Lease of Leased Premises; Effective Date.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease. This Lease shall not become effective until such time that the furniture, fixtures and equipment listed on Exhibit A attached hereto (the "FFE") are conveyed to Tenant through the October 27, 2018 court-ordered sale, or a UCC sale, free and clear of all liens, encumbrances and other interests (except for the Wyoming Department of Revenue Tax Lien recorded as Document 0923027 in the Office of the County Clerk of Teton County, Wyoming, and the Wyoming Department of Workforce Services Certificate of Lien recorded as Document 0953569 in the Office of the County Clerk of Teton County, Wyoming, *if and only if* by law such liens remain attached and perfected with respect to the FFE following such court-ordered or UCC sale of the FFE), in exchange for a purchase price agreeable to Tenant but in no event more than Two Hundred Thousand Dollars and No Cents (\$200,000). If the conveyance of the FFE does not occur as described above within 30 calendar days following the date this Lease is fully signed, at Tenant's request Landlord shall have 30 calendar days from the date of Tenant's request to remove all FFE from the Property at Landlord's expense. The "Effective Date" of this Lease shall be the date that the FFE is conveyed to Tenant in accordance with this Section or the date that the FFE is removed by Landlord in accordance with this Section, whichever is applicable.
- 2) **Term of Lease; Pre-Term Access.** The initial term of this Lease shall begin at noon MST on the Effective Date and **end at noon MST on September 30, 2023** unless extended as set forth below (the "Term"). Notwithstanding the foregoing, Landlord agrees that Tenant may access the Leased Premises prior to the Effective Date for purposes of planning the layout and design of the restaurant. Tenant assumes responsibility for all the acts of itself, its agents and its representatives in exercising its access rights under this Section and agrees to indemnify and hold Landlord harmless against any claim for personal injury and/or property damage or losses asserted by any person and caused by the acts or omissions of Tenant or its agent or representatives in the course of exercising its access rights, which indemnity shall survive the termination of this Lease.
- 3) **Rent and Payment.** If Tenant acquires the FFE as described in Section 1 above for [REDACTED] or less, beginning on January 1, 2019, Tenant agrees and covenants to pay as rent (the "Rent" [REDACTED] month; provided, however, if Tenant acquires the FFE as described in Section 1 above for more than [REDACTED] payment of Rent shall not commence until February 1, 2019. Rent shall be payable in advance on the first day of each month thereafter during the remainder of the Term and any Option Term subject to the following:

- a. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time. Partial months shall be prorated.
 - b. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 10 business days after due, Tenant shall be in Default (as defined in Section 31) and shall pay Landlord a late charge of 5% of the overdue amount. Additionally, such amounts shall accrue interest at a rate of 12% per annum compounded monthly from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest and late charges, is paid. Acceptance of the late charge together with the underlying overdue payment does not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights under this Lease.
 - c. **Security Deposit.** A security deposit equal to the initial first full monthly Rent shall be deposited with the Landlord upon the Effective Date. This deposit shall be retained by the Landlord during the Term as it may be extended term of the Lease, and shall be used by Landlord to guaranty the full performance of the terms of this Lease by Tenant as well as to repair damage to the Leased Premises, reasonable wear and tear excepted. In the event Landlord has to apply any portion of the security deposit to fulfill Tenant's obligations, Tenant shall, within 10 business days' notice, replenish the security deposit to its initial amount as often as necessary. Any balance shall be returned to the Tenant within 30 days of the termination or expiration of this Lease. No interest shall accrue on the deposit.
 - d. **Rent Increases.** Beginning January 1, 2020, and at the beginning of each subsequent calendar year during the Term and any Option Term (if exercised as set forth below), the Rent shall be adjusted by multiplying the last Rent due by One Hundred and Three percent (103%) which shall be the new rent for the subsequent calendar year.
 - e. **Rent Abatement; Payment of Double Rent.** If payment of Rent commences on January 1, 2019 pursuant to Section 3 above, Rent shall be abated through November, 30, 2018 and payment of December 2018 rent shall be delayed until the 13th month following the Effective Date. If payment of Rent commences on February 1, 2019 pursuant to Section 3 above, Rent shall be abated through November 30, 2018 and payment of December, 2018 and January, 2019 Rent shall be delayed until the 13th month following the Effective Date and the 24th month following the Effective Date.
- 4) **Option to Extend.** So long as Tenant is not in Default, Tenant shall have the Option to extend this Lease for 3 additional 5 year term(s) (the "Option Term(s)") by providing notice of intent of Tenant's desire to exercise its option to extend the Lease for an Option Term at least 120 days prior to the expiration of the then current Term (the "Renewal Notice"). The Option Term(s) will be on the same terms and conditions set forth in this Lease, except Rent for the Option Term shall initially be set at "market rent for similar space" as determined by other comparable rents within the Building but shall in no event be less than the prior Rent. Landlord shall notify Tenant of the Rent amount for the Option Term within 60 days following Tenant's Renewal Notice (the "Rent Notice"). Tenant shall then have 30 days from its receipt of the Rent Notice to notify Landlord of the exercise of the option to extend the Lease for the Option Term for the Rent amount set forth in the Rent Notice. If Tenant fails to provide such notice, the Lease shall expire at the end of the then current Term or Option Term as the case may be. Additionally, each time Tenant exercises an Option Term, Tenant shall true up the Security Deposit to be equal to the amount of Rent due at the beginning of that Option Term. At the beginning of each calendar year during any Option Term, the Rent shall be adjusted by multiplying the last Rent due by One Hundred and Three percent (103%) which shall be the new rent for the subsequent calendar year.
- 5) **Additional Rent – Triple Net.** In addition to the Rent set forth above, Tenant shall pay, monthly in advance beginning January 1, 2019, an estimated amount during the Term and any Option Term, as

additional rent, 1/12th of all pro rata (60% of total expenses) costs associated with the Landlord's operation, maintenance and repair of the Building including but not limited to the actual real and personal property taxes, all insurance premiums, alarm costs, water, sewer, and other utilities, building and common area maintenance charges including snow removal, repair and replacement charges, and property management fees or other assessments levied or assessed against Landlord (collectively "Operating Expenses").

Landlord shall deliver to Tenant a report for the previous calendar (the "Operating Expense Report") by January 31st of each year setting forth (a) the actual Operating Expenses incurred and paid for the prior year, (b) the amount of Operating Expenses due from Tenant for the prior year, and (c) the amount of Operating Expenses actually paid by Tenant for the prior year. Within 30 days after delivery of the Operating Expense Report, Tenant shall pay to Landlord the amounts due minus the amount paid. If the amount paid by Tenant exceeds the amount due, Tenant shall apply the excess to Tenant's payment of Operating Expenses next coming due. Landlord shall have the right, one time during each calendar year, to revise the expected monthly Operating Expenses upon 30 days advance written notice.

The following shall not constitute "Operating Expenses": (i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with other tenants or occupants of the Building or defense of Landlord's title to the Building; (ii) depreciation, ground lease rental, interest on debt or amortization payments on any mortgages or indebtedness of Landlord; (iii) any expenses that under generally accepted accounting principles and practices would not be considered a maintenance or operating expense; (iv) salaries, benefits or other compensation paid to leasing agents or employees of Landlord (other than a proportionate expense of a building manager involved in the day-to-day operations or management of the Building; (v) all contributions to political or charitable organizations; (vi) interest or penalties for late payments unless caused by Tenant; (vii) costs reimbursed by insurance; (viii) expenses in connection with services or other benefits of a type which are not provided to Tenant but are provided to another tenant or occupant; and (ix) costs incurred by Landlord to comply with its indemnity obligations under this Lease.

Capital expenditures that are required due to changes in law that become effective after the Effective Date, shall be Operating Expenses and amortized on a straight line basis over the life of the improvement and payable as described in Section 17(b) below

- 6) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
- 7) **Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments, and any other governmental charges, assessments or taxes pertaining to the Building during the Term and Option Term(s) of this Lease, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with the Operating Expenses provisions of this Lease.
- 8) **Utilities.** Subject to the obligations in the Operating Expenses provisions of this Lease, to the extent utilities are metered separately to the Leased Premises, Tenant shall establish, pay for and maintain all utility accounts in its name. Tenant is responsible for snow and ice removal from the boardwalk directly in front of the Leased Premises (but no other part of the Building), and Tenant shall be solely liable for any loss, damage or injury from Tenant's failure remove snow or ice from such area.
- 11) **Insurance.**
 - a. Landlord, shall obtain and maintain, and pass through a pro rata portion as Operating Expenses, fire and extended "all risk" insurance coverage on the Building at its full replacement cost.
 - b. Tenant, at its cost, shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.

- c. Tenant, at its sole cost, shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as an additional insured; (c) waiving the insurer's subrogation rights against the Landlord and their principals, members, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); and (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; (e) expressly stating that Tenant's insurance will be provided on a primary and not contributory basis to Landlord's coverage; and (f) providing "dram shop" coverage or liquor liability coverage or coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Leased Premises, in amount generally accepted in the industry for such coverage and reasonably approved by Landlord. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis.
 - d. Within 10 business days of the Effective Date, Tenant shall provide Landlord with certificates of all insurance policies to be maintained by Tenant with evidence of payment of the premiums and shall provide copies or access to such copies of the actual policy upon demand by Landlord.
 - e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.
- 12) Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a restaurant (including liquor sales for on premises consumption, storage and associated office uses for the restaurant), and ancillary uses related to the principal use, or any other uses that may be accepted by Landlord in writing from time to time in Landlord's sole discretion. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance.
- 13) Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no smoking within the Leased Premises.
- 14) Pets.** No pets are allowed on the Leased Premises.
- 15) Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.
- 16) Subordination to Mortgage and Non-Disturbance.** The Building currently is not encumbered by any mortgage or other security instrument. This Lease shall be subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agree not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant is not in Default. Tenant shall, within 3 business days of Landlord's request, execute an estoppel certificate, subordination and non-disturbance agreement or instrument as Landlord may reasonably request in this regard complying with the provisions of this section.
- 17) Repair and Maintenance.**
- a. Tenant. Tenant acknowledges that the Leased Premises are in good repair and working order in the premises. Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing and mechanical systems from where

they are stubbed into the demising wall – unless such utility line serves other areas in the Building, in that case, Landlord shall be responsible for such maintenance so long as the maintenance requirement was not caused by an act or omission of Tenant) in as good order and repair as it was as of the Effective Date, reasonable wear and tear excepted.

- b. Landlord. Landlord shall be responsible for the performance of all repair, maintenance and replacement of all structural elements, roof and exterior walls of the Building, the HVAC system and all sewer, water, electric and gas systems from the point of connection with the utility to the point of entry into demising walls. Landlord's maintenance responsibility for utilities ends at the demising wall, unless such utility in the demising wall serves more than just the Leased Premises. All such repairs, maintenance, and replacements are to be reimbursed as Operating Expenses. In the event an item under Landlord's responsibility needs replacement, the replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations during the Term. By way of example only, for an item with a 20 year depreciable life, if the Tenant has a Term of 10 years, the replaced item shall be paid one half by Tenant as Operating Expenses and one half by Landlord. Notwithstanding the foregoing, in the event an item under Landlord's general responsibility is damaged through acts or omissions of Tenant, Tenant shall be responsible for that item's replacement but the replacement cost shall be amortized in straight line depreciation during the Term of this Lease as it may be extended. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business

18) Landlord's Access. Landlord and its representatives may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; b) in order to make repairs, improvements, additions or alterations as Landlord deems necessary for the safety, improvement or preservation of the Leased Premises, all of which shall be Operating Expenses; c) to post notices of non-responsibility under mechanics' lien law; d) to show the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business

19) Alterations. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord or as provided in this Lease. In that event, Tenant shall remove such improvements and restore the Leased Premises to the condition that existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises.

20) Assignment Sublease and Mortgage by Tenant. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises in any way or permit the use of any part thereof by any subtenant, licensee or concessionaire, unless Tenant first obtains Landlord's written consent which may be withheld in Landlord's sole discretion. Further, Tenant shall not permit or allow any change in control of Tenant, where cumulatively 50% or more of the ownership structure of Tenant changes, without first obtaining Landlord's prior written consent which may be withheld in Landlord's sole discretion. In the event of a proposed change in control of Tenant, Landlord shall be entitled to review the financials of any proposed purchaser of a Membership interest in the Tenant LLC. In the

event Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms of this Lease. This Lease shall not be assignable incident to a divorce.

- 21) Signs.** Upon the prior written approval of Landlord, Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises.
- 22) Trade Fixtures.** Trade fixtures owned by Tenant in the Leased Premises that are not bolted to or affixed to the Leased Premises shall remain the property of Tenant and may be removable at any time by it on or before the termination hereof by lapse of time or otherwise. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination hereof, and shall become the sole property of Landlord. With respect to trade fixtures owned by Tenant in the Leased Premises that are bolted to or affixed to the Leased Premises (e.g. kitchen ventilation, hood and built-in walk in coolers, but not appliances), at the termination or expiration of this Lease, Landlord shall have a first right of purchase at the price paid by Tenant for such trade fixtures minus depreciated value as derived from the depreciation schedules on Tenant's tax returns for the business operated at the Leased Premises. In the event Landlord elects not to exercise its right of purchase, such trade fixtures may be removed by Tenant, even if attached to the Leased Premises so long as the damage arising from the removal is repaired by Tenant, at its expense.
- 23) Beef.** Tenant has the obligation to work with Landlord's affiliate, Lockhart Cattle Company for beef supply. Lockhart Cattle Company has the right, but not the obligation, to provide Lockhart Cattle Company beef to Tenant which fits with Tenant's menu/beef needs. Lockhart Cattle Company will provide beef at the best cost provided to other restaurant third parties in Teton County. If Lockhart Cattle Company cannot or desires not to fulfill Tenant's beef needs, then Tenant is free to use another producer of Beef. If Lockhart Cattle Company desires to reinstate the beef requirement then it can.
- 24) Tenant's Covenants.** Tenant covenants that it shall:
- a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
 - b. Give to Landlord prompt written notice of any accident, fire defect, or damage occurring on or to the Leased Premises;
 - c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
 - d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances;
 - e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any lien is filed against the Leased Premises, Tenant shall either cause it to be discharged within 20 days after the date of the filing, or if Tenant, in its discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs, including Landlord's attorney fees, shall be reimbursed upon demand by Landlord. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;
 - f. Repay Landlord, as Operating Expenses, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;
 - f. Obtain and maintain in force the liability insurance required hereby;

- g. Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;
 - h. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.
 - i. Not do or allow anything objectionable to the insurance companies insuring the Leased Premises, which would void or suspend those insurance policies, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses its pro rata portion any increase in insurance premiums;
 - j. Permit waste upon the Leased Premises or any other nuisance;
 - k. In the event the Town of Jackson or Teton County imposes any increased real property tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses its pro rata portion of any such increase;
 - l. Take no action to encumber any leasehold improvements owned by Landlord; and
 - m. Take no action to encumber any of Tenant's personal property or assets that are used in connection with the operation of the business in the Leased Premises without Landlord's prior written consent; provided, however, that Tenant may encumber its personal property or assets (except for lighting), without Landlord's prior written consent so long as the debt secured by such encumbrance does not exceed \$300,000.
- 25) **Landlord's Covenants of Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.
- 26) **Sale of Leased Premises.** Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this Lease as amended or extended which shall remain in full force and effect.
- 27) **Payment After Termination.** Should tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month to month tenant on all terms of this Lease and the Rent during any such period shall be 150% of the last Rent.
- 28) **Surrender of Leased Premises.** Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made during the Term other than trade fixtures, which may be removed by Tenant subject to the restrictions of this Lease. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned personal property and trade fixtures from the Premises and such costs shall be considered Operating Expenses.
- 29) **Damage or Destruction to Leased Premises.** So long as insurance proceeds related to any claim for damage are available, if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, and the Leased Premises are not rendered untenable in whole or in part, Landlord shall cause the damage to be repaired, such costs, including deductibles shall be considered as Operating Expenses and the Rent shall not be abated. If, as a result, the Leased Premises are rendered untenable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenable but the costs of repair, including deductibles

shall be considered Operating Expenses. If, as a result, the Leased Premises are rendered wholly untenable and cannot be repaired within 180 days, Landlord shall within 180 calendar days of the occurrence of the event, at its option, either: (i) cause the damage to be repaired at its expense and the Rent, during such period of repair, shall be abated in whole but the Term shall not be extended; or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If repairs cannot be completed within 180 calendar days, Tenant has the right to terminate the Lease. If any damage or destruction occurring to the Leased Premises, whether partial or complete, is caused as the result of the fault or any negligence of Tenant or Tenant's guests, invitees, agents, licensees, or subtenants, there shall be no apportionment or abatement of rent during the Term and Tenant shall be solely responsible for restoring the Leased Premises.

30) Tenant's Property. Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

31) Default by Tenant.

- a. Failure to pay Rent or Operating Expenses or any other sum due under this Lease, which failure continues for 10 business days from the original due date constitutes a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of 30 days after written notice (or up to 90 days so long as Tenant has promptly commenced cure and proceeded with such cure) of such failure constitutes a Default. Voluntarily encumbering any asset owned and used by Tenant in connection with the operation of the business in the Leased Premises without the prior written consent of the Landlord constitutes a Default. In the event of a Default, Landlord may (i) terminate this lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer.
- b. If Landlord terminates the Lease as a result of Default by Tenant, it may remove Tenant and its Property from the Leased Premises without liability. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be due and payable by Tenant to Landlord at the time proscribed by the Lease, and shall accrue interest as set forth in this Lease, less any mitigated damages.
- c. If Landlord elects not to terminate and to re-enter the premises, no such re-entry or taking possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and

reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses and Tenant shall pay to Landlord all such expenses upon demand by Landlord. If the proceeds from re-leasing are, after payment of expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

- d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Waiver by Landlord of any breach of this Lease shall be effective only if it is in writing, and shall not be deemed a waiver of any other breach, or subsequent breach of the same obligation. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of termination or of Tenant's right to possession, the acceptance shall not affect the termination or reinstate Tenant's right to possession.
- 32) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.
- 33) **Abandonment of Leased Premises.** If Tenant shall abandon (lack of presence for more than 3 weeks uninterrupted other than due to casualty) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency on demand from Landlord.
- 34) **Involuntary Assignment and Bankruptcy.** Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.
- 35) **Waiver of Breach.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.
- 36) **Attorneys' Fees.** In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge, mediator, or arbitrator "which party is the prevailing party" to such lawsuit.
- 37) **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests.

- 38) Notices.** All notice and other communications given or made under this Lease shall be in writing and shall be deemed effective when given: (a) upon personal delivery to the party being notified; (b) when sent by confirmed electronic mail if sent before 5:00 pm MST on a regular business day, if not on the next business day; (c) 5 days after being sent by registered or certified mail return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Irrespective of the form of notice selected, notice shall also be given via email. All communications shall be sent to the respective parties at the addresses set forth below.

To Landlord:

Hereford Capital Co, LLC
Attn: Kelly Lockhart
PO Box 1513
Jackson, WY 83001
kellylockhart@me.com

To Tenant:

Scarfish, LLC, Att. Brandon Ryan
PO Box 14270
Jackson, WY 83002
email: bpryan@gmail.com

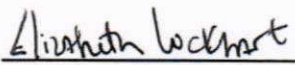
- 39) Change in Use.** Tenant shall be solely responsible for all permits required by the Town of Jackson to permit the use contemplated by this Lease. Landlord shall provide Tenant with a Letter of Authorization in order to allow Tenant to pursue such change in use. In the event there are any mitigation fees associated with such change in use, Tenant shall be solely responsible for all such fees.
- 40) Assignment by Landlord.** Landlord may, in its sole discretion assign this lease subject to the terms and conditions of this Lease which shall remain unaffected and in full force and effect.
- 41) Entire Agreement.** This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.
- 42) Miscellaneous.**
- a. Time is of the essence.
 - b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
 - c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.
 - d. All the terms of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.
 - e. This Lease shall be construed and enforced in accordance with and pursuant to governing Wyoming law.
 - f. Tenant may not set off against Rent or Operating Expenses, or other sums due any claims that Tenant has or thinks it has against Landlord.

- g. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.
 - h. Tenant shall at any time upon not less than 5 business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.
 - i. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.**
 - j. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms hereof, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
 - k. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.
 - l. To the extent permitted by law, Tenant waives any claims it may have against Landlord for business interruption, and any other consequential or exemplary damages.
- 43) Binding Effect.** This Lease shall be binding as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Date last signed below.

Landlord:

Tenant:


Hereford Capital Co, LLC
By: Elizabeth Lockhart
Its: Manager
Dated: OCT 23, 2018

Scarfish, LLC
By: Brandon Ryan
Its: President
Dated: _____

- g. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.
- h. Tenant shall at any time upon not less than 5 business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is ~~unmodified and in full force and effect (or if modified, stating the nature of such modification) and~~ the date to which the Rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.
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Landlord:

Hereford Capital Co, LLC

By: Elizabeth Lockhart

Its: Manager

Dated: _____

Tenant:

Scarfish, LLC

By: Brandon Ryan

Its: President

Dated: 10/24/2018



Layers

Info

Copy to Clipboard

Different map view ▼

1 Parcel(s)

[Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-27-3-12-007
[Clerk's Land Records](#)
- Account Num: R0004081 [Property Detail](#)
- Tax ID: 0J-000691 [Property Taxes](#)
- Map Number: 00105 [Scanned Map](#)
- Lot: 1
- Owner: HEREFORD CAPITAL CO, LLC ET AL
- MailAddr: PO BOX 1513
- MailAddr: JACKSON, WY 83001
- StAddr: 140 N CACHE STREET
- Deed: 0906225
- Location: LOT 1 BLK. 1, SMITH ADDITION,
(RAINBOW BLDG.)
- TaxClass: Commercial
- Acreage: 0.14

N: 43.48116°, W: 110.76214°
NAD83 UTM Zone 12 X: 519235, Y: 4814276
Wyoming West NAD83 USft N: 1415121,
E: 2444504

Zoned TS



Mike Reid <mgreid@aspensmarketjh.com>

FW: Suda

1 message

Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
To: Mike Reid <mgreid@aspensmarketjh.com>

Fri, Dec 7, 2018 at 3:37 PM

For your file!

Sandy Birdyshaw

733-3932 x1113

From: Sara Budge [mailto:sara.budge@wyo.gov]
Sent: Tuesday, December 4, 2018 4:39 PM
To: Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Cc: MikeReid@aspensmarketjh.com
Subject: Suda

Suda is working with Teton County Environmental Health to obtain a food license at [140 N. Cache St., Jackson, WY 83001](#).

Thanks!

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

Disclaimer



• = eat with ~~fork~~
or chopsticks

Fried

Mix Tempura
Chicken Karagae
Brussel Sprouts
Rock Shrimp
Gyoza
Shishito

Katsu

Pork Cutlet with
Sweet Cabbage
Burger with
Kimchi
Chicken with
Spicy Slaw
A5 Wagyu

• Grill

Ribs
Lobster Tail
A5 Wagyu
Assorted Veggies

Salads

Cucumber
Wakame
Suda Mixed
Greens
Sudachi Caesar

Ramen

Miso Ramen
(spicy)
Shoyu
Tonkotsu
Shio

• Yakitori

Chicken Liver
Chicken Thigh
Chicken Breast
Steak
Meatball
Veggie

• Raw

Spicy Kampachi
Caprese
Tako Ceviche
Truffled Hiramasa
Wagyu Tartare
12pc (Maguro,
Salmon,
Kanpachi)
20pc (Maguro,
Sake, Kona, Hira,
Tako)
Oysters

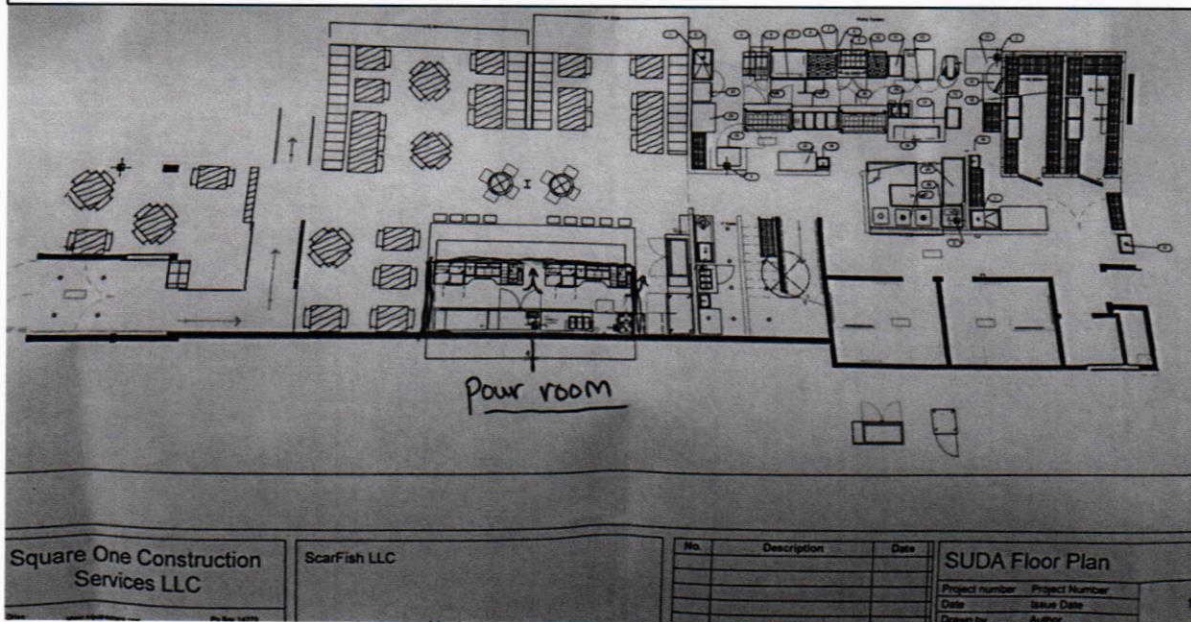
Steamed

Buns
Fish
Broccolini
Asparagus
Spinach

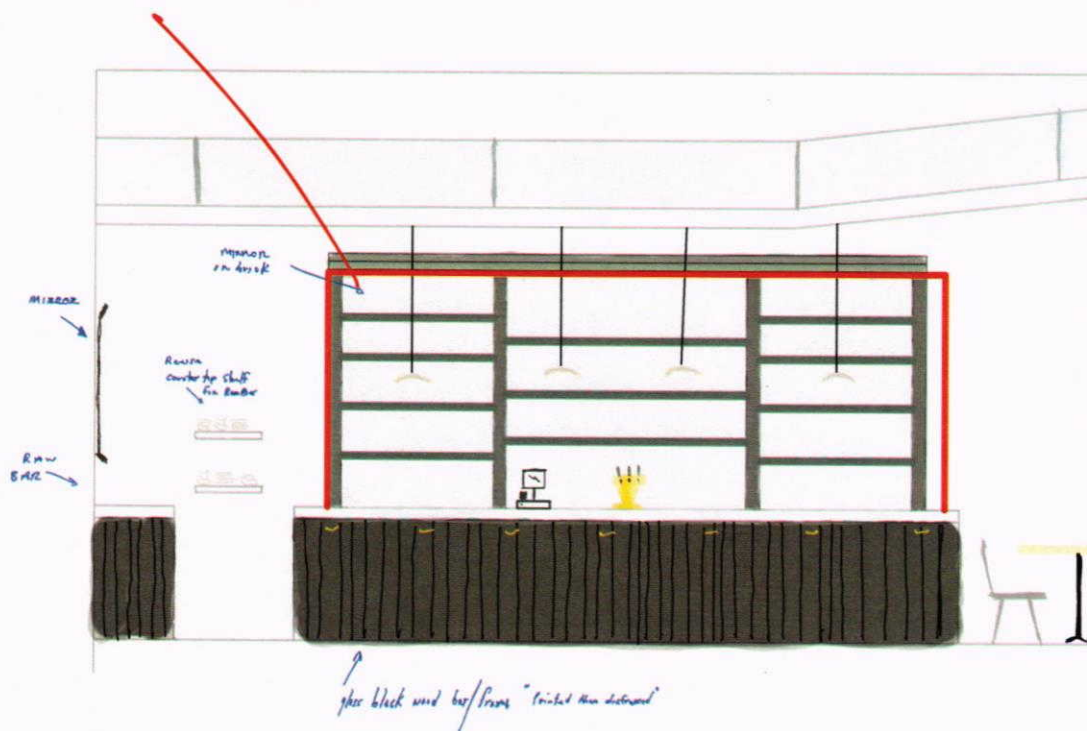
Plan of Operations

SUDA pour room plan

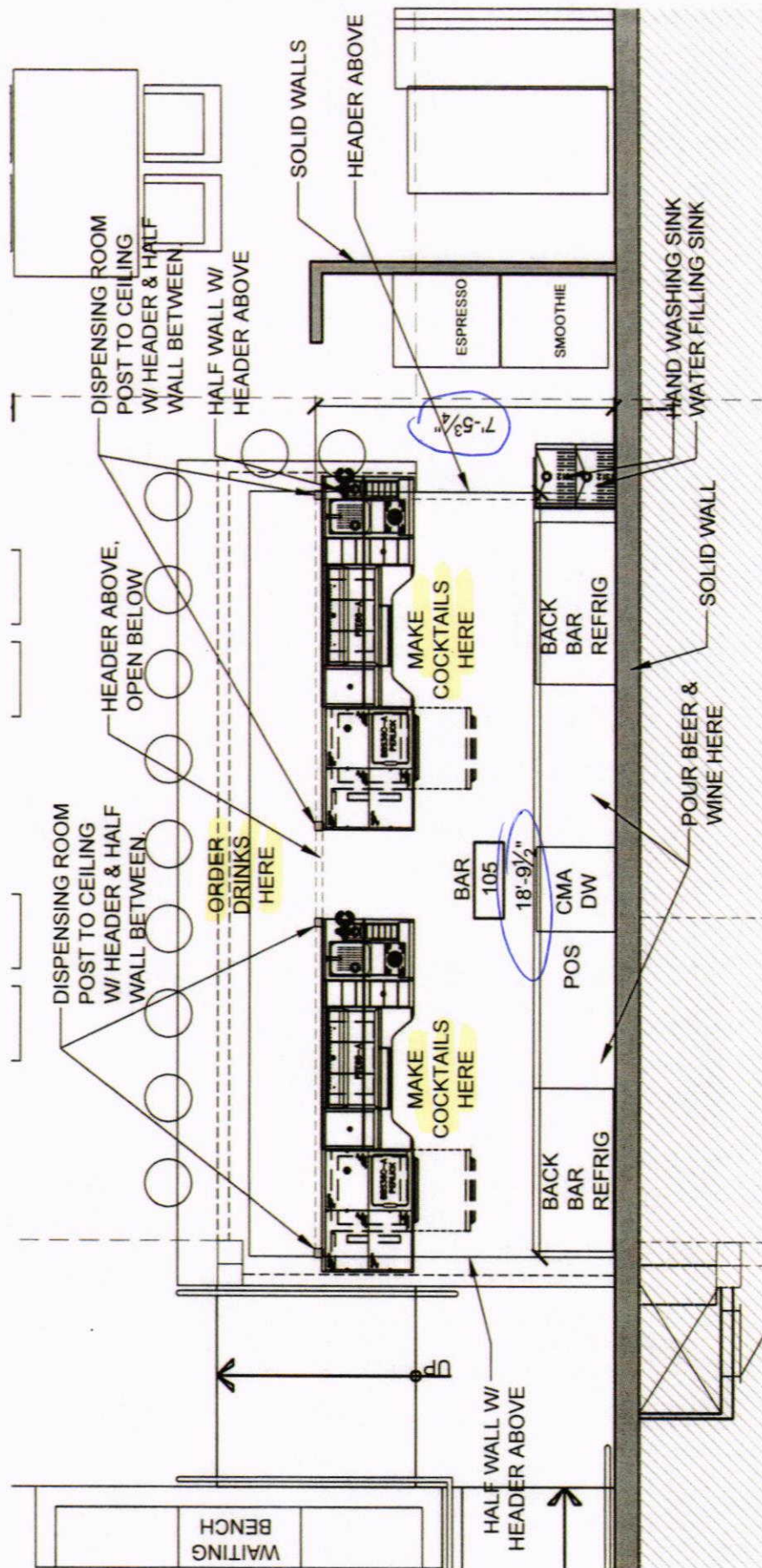
The pour room is shown below in blue. This room meets all needs to be a pour room. The arrows drawn show where the staff must move to deliver drinks to patrons. During service the drinks will be made in pour room and set on pour room counter to either be picked up by service staff, or bar tenders to be delivered to bar patrons. No drinks will be handed directly over counter from pour room.



Pour Room Cage - First Floor. (front elevation)



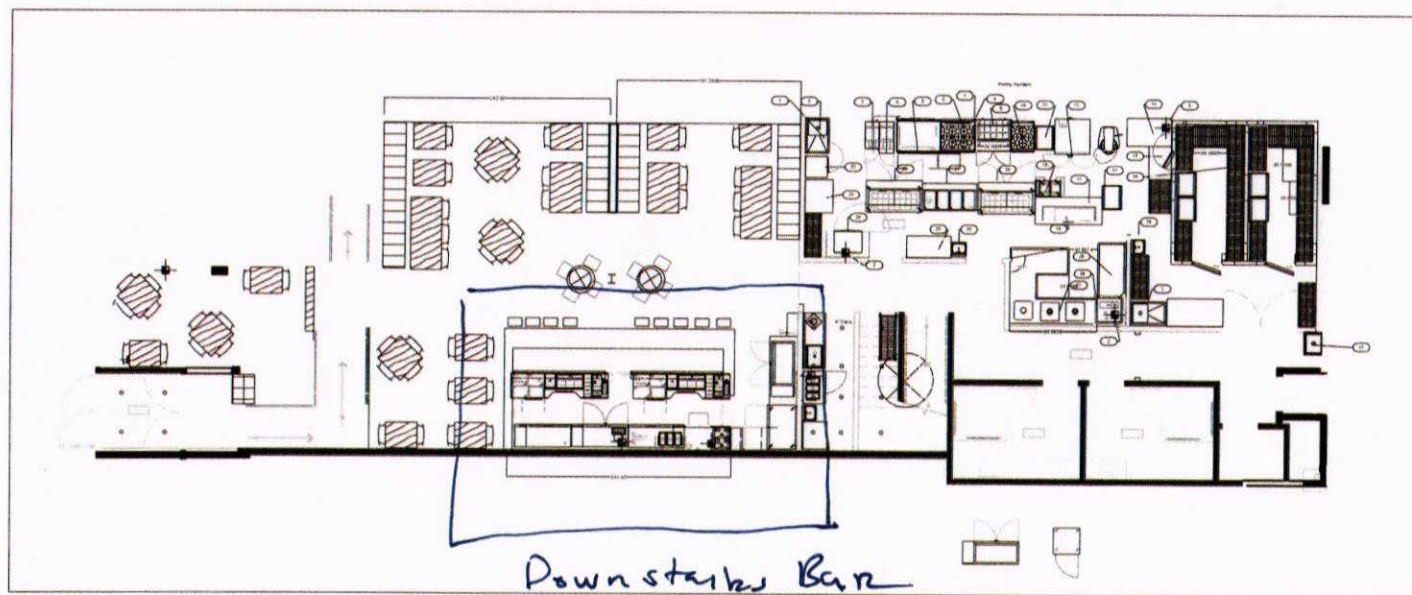
Down stairs Bar



18'-9 1/2" x 7'-5 3/4"

N

11



Downstairs Bar
overhead floor plan

1 Square One Construction
Services LLC

3510 North Lake Creek Drive
Vestal, NY 13854
P: 367.739.8339

www.squareonecs.com

P.O. Box 14270
Jackson, NY 13002
F: 367.733.7545

ScarFish LLC

140 N. Cache_Lockhart

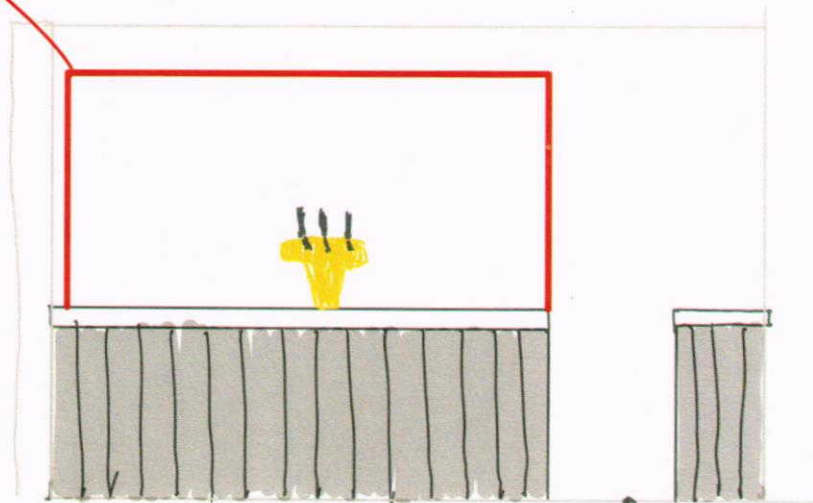
No.	Description	Date

SUDA Floor Plan		
Project number	Project Number	103
Date	Issue Date	
Drawn by	Author	Scale 1/8" = 1'-0"
Approved by	Checker	

11/16/2018 3:49:48 PM

Dispensing Room #2

Pour Room Cage - Upstairs. (Front Elevation)

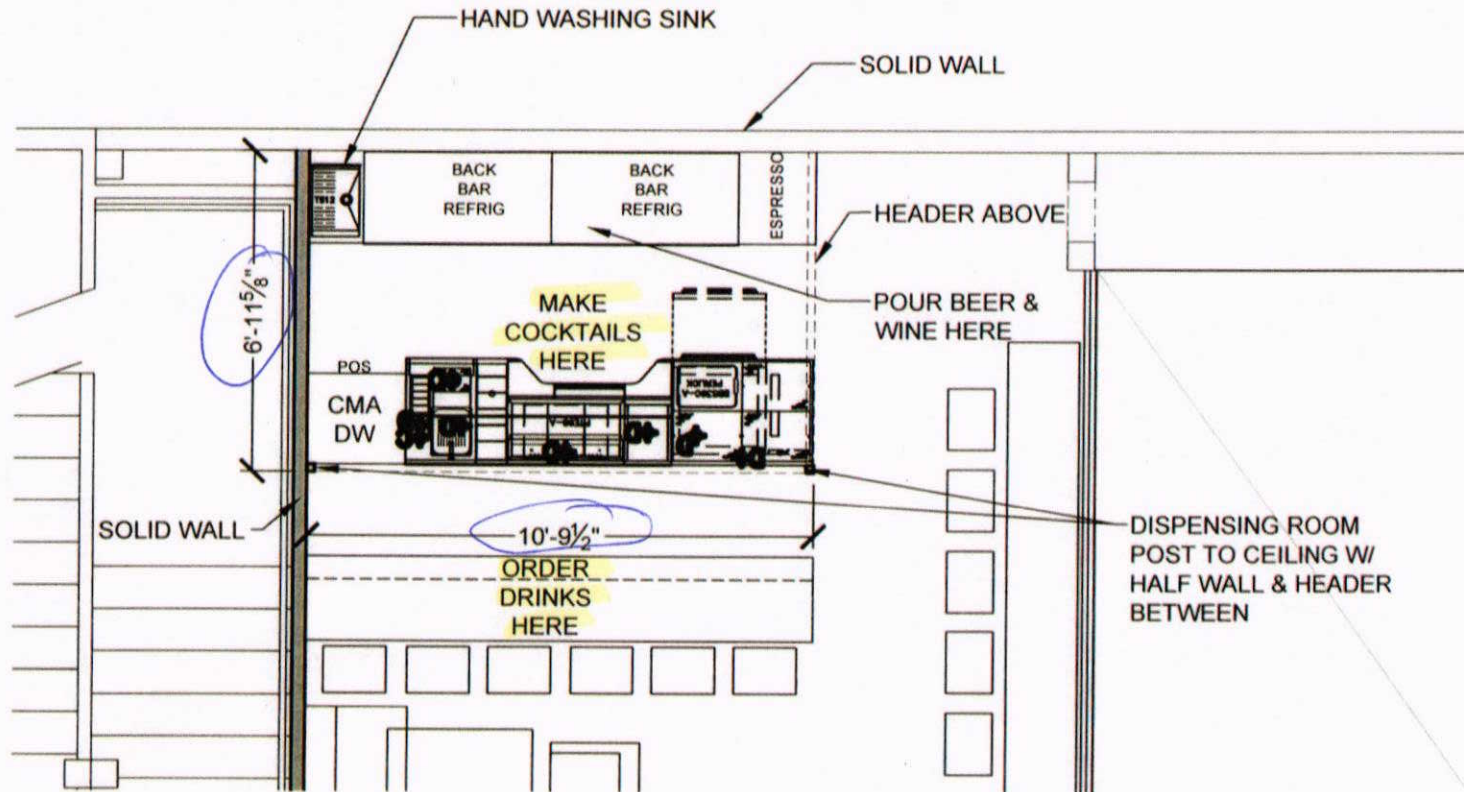


Christian 12/10/18

Service access

Upstairs Bar

6' 11 5/8" x 10' 9 1/2"



STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Scarfish, LLC**

Filing ID **2014-000677696**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

12/17/2014 9:40 AM

Principal Address

P.O. Box 7409

Jackson, WY 83002

Mailing Address

P.O. Box 7409

Jackson, WY 83002

Registered Agent Address

Michael Reid

[REDACTED]

Parties

Type **Name / Organization / Address**

Organizer **Jonathan Wylie**

Notes

Date **Recorded By** **Note**

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Michael Gibbons Reid
First Name Full Middle Name Last Name

Date of Birth

Social Security Number

Driver License: State / Number

☒ Male or Female
Circle one

11/15/18

Date Signed

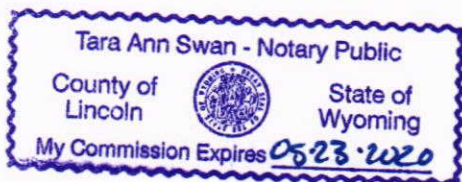
[Signature]

Applicant Signature

State of Wyoming)
County of Teton) ss

Subscribed and sworn to before me this 15th day of November, 2018.

(SEAL)



Tara Ann Swan
Notary Public or officer authorized to administer oaths



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: December 21, 2018

MEETING DATE: January 7, 2019

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne Robinson

PRESENTER: Sandy Birdyshaw

SUBJECT: Jackson Municipal Code Title 6 Liquor Licenses and Permits

PURPOSE OF ITEM

Town Council authorizes any changes to be made to the Jackson Municipal Code (JMC). The purpose of this item is to briefly introduce the idea of updating the municipal liquor code.

DESIRED OUTCOME

The desired outcome of this item is for the Town Council to direct staff to proceed with updating Title 6 and to bring back a draft for discussion at a future workshop.

The future workshop may also include discussion on policy questions posed to Council in this staff report, along with any other discussion that may arise. Once Council is in favor of the proposed changes, the ordinance process would begin to adopt the changes.

BACKGROUND/ALTERNATIVES

Staff believes that the content of the liquor code could be significantly reduced because much of our local code duplicates state statute. While making revisions, staff would strive to simplify and clarify the language for ease of understanding.

The goal of this update would be to make it clear exactly what the Town ordinances are, above and beyond, state liquor laws found in Title 12 of the Wyoming Statutes.

Proposed updates would include:

1. Remove language that duplicates Wyoming State Statute
 2. Revise lengthy language to make it easier to understand
 3. Clarify and separate sections to easily identify enforcement actions and standards
 4. Policy Direction (seven questions, as listed below)
-
1. Does the Town Council wish to consider changing the fees that the Town charges for liquor licenses?

State Statutes provide a fee amount for the issuance of new liquor licenses and their renewals. Some fees are stated in a range of amounts, while other licenses have a specific fee amount. Council could consider raising the Town fee for those licenses with a fee range. The following table includes the fee ranges set by State Statutes and the current Town fee.

If the Council wishes to consider these fees, staff would research fees from other licensing authorities within the state and bring that information back to the Town Council for direction. The municipal code provides that the Town Council may change fees by a resolution, rather than the ordinance process.

	<u>State Statutes</u>	<u>Town Fee</u>	<u>Date Set</u>
Retail License	\$100 – 1,500	1,500	1935
Microbrewery/Winery	\$300 – 500 *	500	1993
Restaurant	\$500 – 3,000	1,500	1995
Resort	\$500 – 3,000	1,500	1995
Limited Retail (Club)	\$100 – 1,500	500	1995
Satellite Winery	\$100	100	2003
Bar & Grill	\$1,500 – 10,500	1,500	2006

* no fee is charged for a dual license, when the microbrewery/winery has a retail, restaurant or bar & grill license.

2. Does the Town Council wish to keep language that exempts Limited Retail License (Clubs) from the hours set for sale of alcohol?

In July 2017, the State repealed § 12-5-101(a), (b), and (c) from state statutes dealing with hours of sale and exceptions. This responsibility was placed on the local licensing authority to regulate.

W.S. § 12-5-101 (a) provided the hours of operation of 6am to 2am, and that the dispensing room must be vacated of all persons other than employees by 2:30 a.m. *(repealed 7/2017)*

The Town stated the hours of sale (6:00 a.m. to 2:00 a.m.) in the Municipal Code in 1965.

W.S. § 12-5-10 (b) stated that limited retail (clubs) license holders may be exempt from these hours of sale by the local licensing authority. *(repealed 7/2017)*

In 1967, Ordinance 106 was adopted that exempted clubs and trains that held a limited retail (club) license from the hours of sale regulation. In 1977, the word “trains” was removed from the exemption.

If Council wishes to consider removing this club exemption from the hours of sale regulation, staff would enter into discussions with current club license holders to determine the impact of holding these licenses to the 6:00 a.m. to 2:00 a.m. hours of sale regulation and the vacation of all persons other than employees from the licensed building.

W.S. § 12-5-10 (c) provided for the local licensing authority to grant up to four ‘long liquor days’ per year allowing a twenty-four hour sales period beginning at 6:00 a.m. and ending at 5:59 a.m. the next morning. *(repealed 7/2017)*

In a review of Council meeting minutes, prior Councils had approved four long liquor days each year from 1998 to 2008, and then only one day (December 31st) in 2012 and 2014. No such requests for staying open past 2:00 a.m. have been made since 2014. Council may wish to consider removing this provision from the Municipal Code.

3a. Does the Town Council wish to directly state an obligation of complying with state and local liquor laws to the holders of a temporary catering permit or malt beverage permit?

3b. Does Council wish to consider the fees for such permits?

W.S. § 12-4-502 (a) provides that a malt beverage permit may be issued to any responsible person. A malt beverage permit provides for only malt beverages.

Staff supports an addition to JMC requiring that the malt beverage permit holder is to comply with alcohol dispensing laws and regulations, including the prevention of providing alcohol to minors and the prevention of alcohol consumption off of the authorized premises.

W.S. § 12-4-502 provides for issuing a catering permit to resort or retail licensee for events that cannot be held on their licensed premises.

While the resort/retail licensee must adhere to alcohol dispensing laws and regulations, there are no obligations placed on the catering permittee. A catering permit provides for any type of alcohol; including spirits, wine, and beer.

Staff supports an addition to JMC requiring that the catering permittee is to comply with alcohol dispensing laws and regulations, including the prevention of providing alcohol to minors and the prevention of alcohol consumption off of the authorized premises.

W.S. § 12-4-502 (e) provides for a range of fees on either a malt beverage permit or a catering permit to be between \$10.00 and \$100.00.

The Town currently charges \$20.00 per day for a catering permit and \$100.00 per day for a malt beverage permit. In 2002 the fee for a catering permit was set at \$100 and changed to \$20 in 2006. In 1965, the fee for a malt beverage permit fee was set at \$10 and changed to \$100 in 2002.

If the Council wishes to consider changing these fees, staff will research fees charged at other licensing authorities within the state and bring that information back to the Town Council for consideration.

4. Does the Town Council wish to consider additional language to address open containers, such as sloshies and beer growlers?

Over the past few years, the sale of sloshies and growlers have grown in popularity. When taken off-premises, the containers run a high risk of being considered an open container by Wyoming Statute § 31-5-235. On December 4, 2018, Teton County adopted rules and regulations addressing open container drinks.

If Council wishes to consider addressing the sale of open-container alcoholic beverages for off-premises consumption in the JMC, staff will research the language Teton County adopted and bring that to the Town Council for consideration at a future workshop, so that the laws within the Town and County are the same for this type of activity.

5. Does the Town Council wish to consider broadening the basis of a nonrenewal of a license or permit?

The JMC provides several actions in 6.60.010 that may be considered by Council at the time of annual renewals. Staff would support Council's consideration on adding another basis related to submitting

material falsehoods or making of false statements related to the liquor license application packet or renewal packet.

6. Does the Town Council wish to consider broadening the basis, or grounds, for a temporary suspension by the Council?

Currently the grounds for Council to temporarily suspend a license or permit in the JMC is limited to failure to pay sales tax, failed identification compliance checks, and excessive drinking or disorderly conduct. (JMC 6.60.020)

If Council wishes to direct staff to bring back additional grounds for a temporary suspension, staff would draft language on a basis for noncompliance with any provision of Wyoming State Statute Title 12 or Jackson Municipal Code Title 6. Also, that a temporary suspension would not, by itself, disqualify the license holder from an annual renewal.

Regarding the temporary suspension of a license or permit for failed identification checks, staff would also support Council's direction of changing the 'shall suspend' to a 'may suspend' to provide the Town Council with a flexibility in decision making.

7. Does the Town Council wish to clarify Chapter 6.90 Penalty for Violations?

If Council wishes to consider revising this language to provide a clearer understanding of violations, staff will draft language for Council consideration at a future workshop.

In order to move forward with these updates, staff recommends direction from the Council to proceed with making the proposed revisions as presented, prepare an update for Council consideration at a future workshop, and prepare a draft ordinance to be presented for discussion.

The Town Council has many options available to them including:

1. Direct staff to proceed with making proposed revisions as presented, prepare an update for Council consideration at a future workshop, and prepare a draft ordinance to be presented for discussion.
2. Take no action and continue discussion to a future workshop.
3. Delay the consideration of making JMC changes to a later date.
4. Other.

STAKEHOLDER ANALYSIS

The Town Council makes the final decision concerning the contents of the laws governing the community as stated in the Jackson Municipal Code. The Council is a stakeholder as they pass laws that protect the safety, health and welfare of the people within the Town of Jackson. The Town Council also has the ability to increase fees for licenses allowing alcohol sales that have a direct impact on the workload of the Police Department in addressing alcohol related crimes, underage drinking, and safety of citizens and officers in general.

These changes will also make it easier for staff to communicate with catering permit holders and malt beverage permit holders in that the requirements to follow all of the state and local alcohol laws will be clarified. Town staff is a stakeholder for these changes in that the changes will clarify the Municipal Code so that laws set forth by the State of Wyoming are not duplicated in our Municipal Code.

Current liquor license holders and new applicants will be affected by changes to the Municipal Code. License holders would be contacted, informed of the future workshop, and provided with the proposed update so that their concerns or questions can be addressed prior to any changes being adopted.

FISCAL IMPACT

There is no direct fiscal impact of directing staff to prepare these changes for Council review.

STAFF IMPACT

Staff impact for the Town Clerk and Town Attorney's office would be notable related to drafting ordinance language and legal review. The Town Clerk will also spend time researching the fees and regulations in other Wyoming communities for Council consideration.

LEGAL ISSUES

Today's item is an introduction to proposed changes and a request for Council's direction. The Chief of Police, Assistant Town Manager, and the Town Attorney's office will be involved in the proposed changes and legal review provided during that process.

ATTACHMENTS

Jackson Municipal Code Title 6 – Liquor Licenses and Permits (current)

RECOMMENDATION

Staff recommends direction from the Council to proceed with proposed revisions as presented, prepare an update for Council consideration at a future workshop, and prepare a draft ordinance to be presented for discussion.

SUGGESTED MOTION

I move to direct staff to proceed with proposed revisions as presented, prepare an update for Council consideration at a future workshop, and prepare a draft ordinance to be presented for discussion.

Title 6 Liquor Licenses and Permits

Chapters:

- 6.10 DEFINITIONS**
- 6.20 APPLICATION FOR LICENSES AND PERMITS**
- 6.30 ANNUAL LICENSES AND PERMITS**
- 6.40 RESTRICTIONS UPON LICENSE AND PERMIT HOLDERS**
- 6.50 SPECIAL TWENTY-FOUR (24) HOUR PERMITS**
- 6.60 SUSPENSION AND REVOCATION OF LICENSES AND PERMITS**
- 6.70 VIOLATIONS**
- 6.90 PENALTY FOR VIOLATIONS**

Chapter 6.10 DEFINITIONS

Sections:

6.10.010 Definitions.

6.10.010 Definitions.

In the interpretation of this chapter, unless the context indicates a different meaning:

- A. **"Alcoholic beverage permit"** means the authority under which the sale of alcoholic beverages is authorized as to hospitals, religious organizations, physicians, and dentists.
- B. **"Alcoholic liquor"** means any spirituous and/or fermented fluid intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume, including alcohol, brandy, whiskey, rum, gin, and wine, liquids and compounds.
- C. **"Club"** means a fraternal organization, not including college fraternities, labor unions, or associations organized for commercial purposes or profit, which is a member of, and holds a charter from, a national organization, and which owns or leases a building or space in a building for the use and accommodation of its members and guests.
- D. **"Drugstore"** means a suitable space in a building kept, used, maintained, advertised, and held out to the public to be a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.
- E. **"Hotel"** means a suitable building kept, used, maintained, advertised, and held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so equipped and serviced that the Town Council shall be satisfied that the chief source of revenue to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.
- F. **"Intoxicating liquor," "alcoholic liquor," "alcoholic beverage," and "spirituous liquor"** shall be construed as synonymous in meaning and definition.
- G. **"Licensed Building"** means the physical licensed building for which the license is issued and as approved by the licensing authority; which may include an immediately adjacent fenced or enclosed area as approved by the licensing authority. This term does not apply to restaurant liquor licenses.
- H. **"Licensing Authority"** means the governing body of an incorporated city, town, or county in Wyoming with the responsibility to issue, control, and administer a particular license.
- I. **"Limited retail liquor license"** means the authority under which clubs as defined in this section shall be permitted to sell alcoholic and/or malt beverages.
- J. **"Malt beverage"** means any fluid of any name or description manufactured from malt, wholly or in part, or from any substitute therefore, containing more than one percent of alcohol by volume.
- K. **"Malt beverage permit"** means the authority under which the sale of malt beverages is authorized for specifically limited periods or as hereinafter otherwise provided.
- L. **"Original package"** means any bottle, flask, jug, cask, barrel, hogshead, or other receptacle or container used, which is corked or capped, and sealed or labeled by the manufacturer of alcoholic beverages, containing any alcoholic beverage.

- M. **"Person"** includes an individual person, partnership, corporation, limited liability company or any other or association or entity, public or private.
- N. **"Restaurant"** means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen, and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full service restaurant.
1. **"Full service restaurant"** means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.
 2. Food menu shall contain a minimum of five (5) qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
 3. Kitchen shall be an area with cooking appliances required to prepare plated meals.
 4. Dispensing Room means an enclosed and partitioned space within a restaurant large enough for a person to enter, but not a cabinet. Wall partitions may contain cut-out windows and doorways, but partitions shall extend from floor to ceiling.
- O. **"Retailer"** means a person who sells or offers for sale any alcoholic or malt beverage for use or consumption and not for resale.
- P. **"Retail liquor license"** means the authority under which a retailer shall be permitted to sell alcoholic and/or malt beverages for use or consumption but not for resale.
- Q. **"Sell"** or **"sale"** includes offering for sale, trafficking in, bartering, delivering for value, exchange for goods, or in any way other than purely gratuitously. Any delivery of any alcoholic and/or malt beverage made otherwise than by gift shall constitute a sale.
- (Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965.)

Chapter 6.20**APPLICATION FOR LICENSES AND PERMITS****Sections:****6.20.010 Affidavit and of Authorization and Understanding.****6.20.015 Affidavit of Understanding.** (Repealed. Ord.1185 § 1, 2017)**6.20.020 Notice publication--Protests.****6.30.030 Term - Exception.****6.20.010 Affidavit of Authorization and Understanding.**

All persons filing applications for new licenses and permits, renewals or for transfer of ownership, unless otherwise noted in this title, shall submit a signed Affidavit of Authorization form as provided by the Town Clerk, which includes the applicant's full legal name, signature, social security number, driver's license number, and date of birth to assist with application processing by the Town Clerk and Chief of Police. By signing, all persons filing applications shall agree to a background check, including criminal information, conducted by the Chief of Police or his designee and that the applicant understands that it shall be the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town or County department or elected bodies. Procedures for reviewing applications will be established by the Town Clerk, Chief of Police and Risk Manager.

(Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007)

6.20.015 Affidavit of Understanding. Repealed.

(Ord.1185 § 1, 2017; Ord. 969 § 1, 2010)

6.20.020 Notice publication--Protests.

When an application has been filed in the office of the Town Clerk, it shall be the duty of such Town Clerk to promptly publish, post on the official website of the town and display conspicuously on the premises in which the applicant desires to use as the place of sale a notice pursuant to Section § 12-4-104 of the Wyoming State Statutes which may be amended from time to time that such applicant has made application for a license and that protests against the issuance of a license to the applicant will be heard at a time stated in the notice, which shall be at a special or a regular meeting of the Town Council, and all such licenses shall be issued in accordance with the requirements of the statutes of the state of Wyoming, and all such licenses, when issued, shall be made and executed in accordance with the laws of the state and Town of Jackson. Each applicant shall pay an amount sufficient to cover the costs of publishing the notice, as determined by the Town Clerk.

(Ord. 1185 § 1, 2017; Ord.1076 § 1, 2014; Ord. 853 § 4, 2007; Ord. 90 § 5, 1965.)

6.20.030 Term - Exception.

A license or permit shall be a personal privilege, good for one (1) year unless sooner revoked or if issued by the licensing authority for less than one (1) year to coincide with the annual date of renewal, or if issued as a twenty-four (24) hour permit.

A. Exception. When a valid license or permit is determined to be part of the estate of a deceased licensee, the executor or administrator of the estate of any deceased licensee, when such

estate consists in whole or in part of the business of selling alcoholic and/or malt beverages under a license, may exercise the privilege of the deceased under such license or licenses or permit until the expiration of the same; and provided further, that upon approval of the Town Council, the license may be renewed on different premises on the same basis as an original application, except for the payment of the license fee, which renewed license shall expire as of the date of the original license; and provided further, that the owner of such license, or the executor or administrator of the estate of any deceased licensee, by an actual bona fide sale to be made in good faith, may, if proceedings are not pending to suspend, revoke, or otherwise penalize under this title or the provisions of the laws of the state of Wyoming, the license holder, assign and transfer such license and the assignee or transferee thereof, subject to the condition and approval hereinafter stated, may exercise the privilege of continuing the business authorized by such license, without the payment of any additional license fee, until the expiration of the same, upon the express condition, however, that such assignee or transferee shall first make and file a sworn application showing the qualifications of such person or assignee or transferee to take and hold a retail liquor license as required by this title and the laws of the state of Wyoming, and all subject to the approval of the Town Council.

(Ord. 1185 § 1, 2017; Ord. 853 § 4, 2007; Ord. 90 § 6, 1965.)

Chapter 6.30
ANNUAL LICENSES AND PERMITS

Sections:

6.30.010 Retail or Limited Retail (Club) Liquor Licenses.

6.30.020 Resort or Restaurant Liquor Licenses.

6.30.030 Bar & Grill Liquor Licenses.

6.30.040 Microbrewery Permits, Authorization and Application.

6.30.050 Satellite Winery Permits, Application.

6.30.060 Satellite Manufacturer's Permits, Authorization and Application.

6.30.010 Retail or Limited Retail (Club) Liquor Licenses.

Any person desiring a limited or retail liquor license under this title shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state of Wyoming, as and in accordance with the statutes of the state of Wyoming, in such case made and provided, and not otherwise. The amount or fee to be paid for such retail liquor license shall be, and is fixed at, the sum of one thousand five hundred (\$1,500.00) per year, and the amount or fee to be paid for limited retail (club) liquor licenses shall be five hundred (\$500.00) per year, all such fees shall be payable in full in advance, and no such retail or limited retail (club) liquor license shall issue to the applicant until payment in full has been made.

Establishments holding a retail liquor license that operate primarily for sales for off-premise consumption (i.e. a grocery store) shall maintain a separate area for alcoholic or malt beverages that shall restrict entry to persons over the age of twenty-one (21) years of age.
(Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 503 § 3, 1995; Ord. 90 § 3, 1965.)

A. Events for persons under 21

The holder of a retail liquor license may be issued a permit authorizing the holding of an event at which persons under the age of twenty-one (21) are permitted on the premises if:

1. Application is made with the Town Clerk and a fee of twenty-five (\$25.00) dollars is paid.
2. No alcoholic liquor or malt beverages are sold, served, consumed or possessed by any person attending the event.
3. No alcoholic liquor or malt beverages are accessible to persons attending the event.
(Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 569 § 1, 1996.)

B. Drive-in liquor stores.

A drive-in area adjacent or contiguous to the licensed building may be used by the holder of a retail liquor license for taking orders, making delivery of, and receiving payments for alcoholic and/or malt beverages under the following conditions and safeguards:

1. The holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;
2. The area shall be well lighted and subject to inspection by the Town Council at any and all times;

3. No walls or screens shall interfere with observing and checking the part of the area used for orders, delivery, and payment;
4. No orders shall be received from or delivery made to a person under the age of twenty-one (21) or an obviously intoxicated person in the area;
5. No part of a sidewalk, highway, street, or alley shall be used for orders, sales, or deliveries;
6. Alcoholic and/or malt beverages shall be sold and delivered in the area only in the original, unopened package, and consumption of alcoholic and/or malt beverages in the drive-in area shall not be permitted.

It shall be the duty of the members of the Town Council and the agents and officers of the Town of Jackson to determine whether traffic conditions or the difficulty of checking sales and delivery or violations of safeguards should require a decision for bidding or restricting sales and delivery in any drive-in area, and if by resolution the right to use such drive-in areas is forbidden or restricted that resolution shall be complied with by the licensee. (Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 90 § 10, 1965.)

C. Sales by drugstores.

All sales of alcoholic and/or malt liquor by drugstores holding a retail liquor license under the provisions of this title shall be sold only in the container received by the druggist in the original package and no such container or original package shall be opened upon the premises where the same is sold, or in any room or building in connection with the drugstore, and any such sale shall be made only by a licensed pharmacist or by a clerk over the age of nineteen (19) years.

(Ord. 853 § 5, 2007; Ord. 90A § 2, 1973; Ord. 90 § 11, 1965.)

D. Sales by fraternal clubs.

Bona fide fraternal clubs with national organizations shall be licensed under a limited retail liquor license for which they shall pay a license fee of five hundred dollars (\$500.00) annually in advance, which license fee shall be paid to the Town treasury. A club holding such a license may sell alcoholic or malt beverages for consumption anywhere on the licensed premises leased or owned by said club for the use of its members and guests. It shall be the duty and obligation of said club to so check and regulate sale to members and guests that any and all alcoholic or malt beverages sold by it shall be consumed on such licensed premises.

(Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 504 § 7, 1995; Ord. 90 § 7, 1965.)

6.30.020 Resort or Restaurant Liquor Licenses.

- A. Any person desiring a resort or restaurant liquor license under this title, as such licenses may be available from time to time pursuant to the applicable statutes of the state, shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state, as and in accordance with the said statutes of the state in such case made and provided and not otherwise. The fee for a resort or restaurant license shall be fifteen hundred dollars (\$1,500.00), which amount may be amended from time to time by resolution of the Town Council, provided that in no case shall the sum be less than or greater than the amount authorized by applicable statutes of the state. All such fees shall be payable in full in advance

and no such license shall be issued to the applicant until payment in full has been made. The term of an initial issue license may be prorated and the fee therefore prorated so that the license shall expire on March 31st of each year.

- B. All applications for restaurant licenses shall be accompanied by a plan of operations setting forth in detail the areas proposed for service of alcoholic and malt beverages, plans for service of alcoholic and malt beverages and dispensing rooms.
- C. No restaurant liquor licensee shall promote the restaurant as a bar or lounge, nor shall the licensee compete with a retail liquor license in activities other than dining functions.
 - 1. A Restaurant Liquor License does not allow:
 - a. Providing liquor service at dances, receptions, or other social gatherings.
 - b. Advertising as a bar or saloon in publications or signage.
 - c. Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.
 - d. Advertising special prices or promotions for sale of alcoholic beverages separate from meals, “happy hour”, unless the special price or promotion includes a qualifying restaurant meal.
 - e. Selling alcoholic or malt beverages to customers seated at a bar or counter unless they have been given a printed food menu.
 - f. Collecting a “cover charge” that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a restaurant meal.
 - 2. All sales of alcoholic and malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease.
- D. The provisions of this section shall not apply to validly existing restaurant liquor licenses issued prior to May 1, 1989, unless application for relocation of the dispensing room shall have been made, in which event all of the requirements of this sections shall apply.
(Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 605 § 1, 1997; Ord. 388 § 1, 1989.)

6.30.030 Bar & Grill Liquor Licenses.

- A. The Town, upon application and after public hearing, may authorize the issuance of a Bar and Grill License to a restaurant pursuant to Section § 12-4-413(a) of Wyoming Statutes.
- B. Any person desiring a Bar and Grill Liquor License shall file with the Town Clerk an application with the required supporting documentation and payment of the applicable fee. The fee for a Bar and Grill License shall be fifteen hundred dollars (\$1,500.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the State of Wyoming.
- C. A Bar and Grill Liquor License shall not be sold, transferred or assigned by the holder.

- D. Bar and Grill licensees shall not sell alcoholic or malt beverages for off-premises consumption.
 - E. Any Bar and Grill Liquor License issued shall be subject to the terms and conditions of Section § 12-4-413 of Wyoming Statutes, including § 12-4-408 and 12-4-410(c) as applicable to restaurant liquor licenses, and all other applicable state and local statutes and ordinances governing local licenses.
- (Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 828 § 1, 2006.)

6.30.040 Microbrewery Permits, Authorization and Application.

Any person desiring a permit for the operation of a micro-brewery defined as a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifty (50,000) thousand barrels per year and not less than fifty (50) barrels per year in accordance with the requirements of Section § 12-4-412 of Wyoming Statutes, shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state as and in accordance with the applicable statutes of the state of Wyoming in such case made and provided and not otherwise. The amount of the fee to be paid for such micro-brewery permit shall be five hundred dollars (\$500.00) and the said amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be less than or greater than the amount authorized by applicable statutes of the state of Wyoming. All such fees shall be payable in full, in advance, and no such license shall issue to the applicant until payment in full has been made. The term of an initial issue license may be prorated and the fee therefore prorated so that the license shall expire on March 31st of each year.

The permittee shall comply in all particulars with the applicable statutes of the State of Wyoming and the issuance of a permit by the Town shall entitle the permittee to:

- (i.) Sell other malt beverages for on-premises consumption only when obtained through licensed wholesale malt beverage distributors;
- (ii.) Sell its product on-site only, for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.

The number of microbrewery permits available shall be limited in accordance with the provisions of Wyoming Statutes § 12-4-201(d). A dual microbrewery permit may be issued to an applicant in addition to and even though such applicant may be the holder of a retail liquor license, a restaurant license or a resort license, as provided by applicable statutes, without payment or assessment of an additional fee over and above that charged for the original retail, restaurant, or resort license.

(Ord. 1185 § 1, 2017; Ord. 853 § 5, 2007; Ord. 456 § 1, 1993.)

6.30.050 Satellite Winery Permits, Application.

- A. The Town, upon application and after public hearing, may authorize the issuance of a satellite winery permit to a holder of a winery permit pursuant to Section § 12-4-412(d) of Wyoming Statutes as such section may be amended from time to time. A satellite winery permit allows

a permittee to sell its manufactured wine at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site.

- B. Any person desiring a satellite winery permit shall file with the Town Clerk and application with the required supporting documentation and payment of the applicable fee. The fee for a satellite winery permit shall be one hundred dollars (\$100.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the state of Wyoming.
- C. Any satellite winery permit issued shall be subject to the terms and conditions of Section § 12-4-412 of Wyoming Statutes and all other applicable state and local statutes and ordinances governing local licenses.

(Ord. 853 § 5, 2007; Ord. 723 § 1, 2003.)

6.30.060 Satellite Manufacturer's Permits, Authorization and Application.

- A. Pursuant to Section § 12-2-203(g) of Wyoming State Statutes as such section may be amended from time to time, the Town, upon application and after public hearing, may authorize the issuance of one (1) satellite manufacturer's permit to the holder of a Wyoming Liquor Division manufacturer's license and who is a federally licensed distiller or rectifier.
- B. Any person desiring a satellite manufacturer's permit shall file with the Town Clerk an application with the required supporting documentation and payment of the applicable fee. The fee for a satellite manufacturer's permit shall be one hundred dollars (\$100.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the State of Wyoming.
- C. Any satellite manufacturer's permit issued shall be subject to the terms and conditions of Section § 12-2-203 of Wyoming State Statutes and all other applicable state and local statutes and ordinances governing local liquor licenses.

(Ord. 1185 § 1, 2017; Ord. 1069 § 1, 2014)

Chapter 6.40**RESTRICTIONS UPON LICENSE AND PERMIT HOLDERS****Sections:****6.40.010 License: Transfer, Renewal.****6.40.020 License: Contents, Signing, Attestation and Display.****6.40.030 Hours of Sale: Unlawful Acts Designated.****6.40.040 Place of Sale: Location, Regulation, and Restrictions.****6.40.050 Places for Consumption or Possession in Open Containers Prohibited.****6.40.060 Minor, Habitual and Common Drunkards and Incompetent: Restrictions.****6.40.010 License: Transfer, Renewal.**

Upon the expiration of any license, the owner thereof shall have a preference right to a new license or renewal of license if such license may be granted under this title or the laws of the State of Wyoming. Except as above provided in Section 6.20.030 of this title, no liquor shall be dispensed in any place not described in the license at the time of issuance, nor shall it be subject to attachment, garnishment, or execution. Retail, limited retail, and microbrewery licenses may be transferred or renewed on different premises on the same basis as the original application only after public hearing and with the approval of the Town Council. Restaurant, bar and grill, and resort licenses may not be transferred to a new location.

There shall be no refund of all or any part of any license fee. The fee for the transfer of a liquor license or permit shall be one hundred dollars (\$100.00).
(Ord. 1185 § 1, 2017; Ord.960 § 1, 2010; Ord. 853 § 6, 2007; Ord. 90 § 6, 1965.)

6.40.020 License: Contents, Signing, Attestation and Display.

Each license issued by the Town shall be signed by the Mayor and attested by the Clerk. The following shall be shown in each license:

- A. The name of the licensee;
 - B. A description of the place in which alcohol and/or malt beverages may be sold;
 - C. The date of issuance;
 - D. The amount of the fee and that the same has been paid;
 - E. Each licensee shall display the license in a conspicuous place in the licensed room.
- (Ord. 853 § 6, 2007; Ord. 90 § 12, 1965.)

6.40.030 Hours of Sale: Unlawful Acts Designated.

- A. All persons licensed under this title except clubs holding a limited retail license shall close the dispensing room and cease the sale of both alcoholic and malt liquors promptly at the hour of two (2) a.m. each day and keep the same closed until six (6) a.m. the same day. The Town Council may meet in January of each year to designate the dates during any city or county fairs, rodeos, pageants, jubilees or similar public gatherings when all licensees may operate without restriction as to closing hours, such unrestricted operation shall not exceed a total of four (4) full days in any one (1) calendar year.

- B. It is unlawful for any owner, manager or employee of any business licensed under this title, except clubs holding a limited retail license, to allow anyone other than an employee of the licensed business or organization to be or remain in the licensed room from and after thirty minutes after the time designated by statute or ordinance for closing of the dispensing room and ceasing the sale of both alcoholic and malt liquors; provided, that in cases of food service operations for which an additional dispensing room license has been obtained pursuant to this chapter, the food service facilities may remain open to the public, but it shall be unlawful to allow the consumption of alcoholic beverages therein from and after thirty (30) minutes after the time established by statute or ordinance for the closing of the dispensing room and the ceasing of sale of alcoholic and malt liquors.

(Ord. 853 § 6, 2007; Ord. 544 § 1, 1996; Ord. 227 § 1--2, 1977; Ord. 90A § 1, 1973; Ord. 90 § 8, 1965.)

6.40.040 Place of Sale: Location, Regulation, and Restrictions.

The place in which alcoholic and malt beverages are sold under a retail liquor license shall be located in the licensed building for which the license is approved and issued. Alcoholic beverages secured by a server may be served only in the licensed building and in an immediately adjacent fenced or enclosed area as approved by the licensing authority. The adjacent area shall not be located in another building. The licensing authority which issued the license shall as often as may be deemed necessary inspect the licensed building and adjoining areas where alcoholic beverages are served to determine compliance with sanitation, fire hazard, local permitting, and other applicable laws.

(Ord. 1185 § 1, 2017; Ord. 853 § 6, 2007; Ord. 90 § 9, 1965; Ord 516 § 1, 1995.)

6.40.050 Places for Consumption or Possession in Open Containers Prohibited.

No alcoholic or malt beverage shall be consumed or carried by any person in open containers of any type on any street, sidewalk or curb or any other public property whatsoever within the town, except in dedicated town parks maintained by Jackson/Teton County Parks & Recreation, athletic fields, and the rodeo grounds.

No alcoholic or malt beverages shall be consumed or carried by any person in open containers of any type within:

- A. The grandstands, or adjacent to, or on any baseball field during any game sanctioned by Little League Baseball Incorporated; or
- B. The Town Square which is bounded by East Broadway Street, North Cache Street, East Deloney Street and North Center Street.

(Ord. 1185 § 1, 2017; Ord. 853 § 6, 2007; Ord. 172 § 1, 1974.)

6.40.060 Minor, Habitual and Common Drunkards and Incompetents: Restrictions.

- A. It is unlawful for any holder of a license or permit issued under the provisions of this title or the statutes of the State of Wyoming, or the servant or employee of such holder to sell, furnish, give or deliver or cause to be sold, furnished, given or delivered alcoholic or malt beverages to any habitual or common drunkard or to any disorderly or obviously intoxicated person; or for any person, firm or corporation or its agents, to sell alcoholic or malt beverages to any habitual or common drunkard or any incompetent person. In the case of habitual or common

drunkards the licensee must be notified in writing, by the Chief of Police or his/her designee of such habitual or common drunkenness. For purposes of this section, “obviously intoxicated” means inebriated to the extent that a person’s physical faculties are substantially impaired and the impairment is shown by significantly uncoordinated physical action or significant physical dysfunction that would have been obvious to a reasonable person. (Ord. 1072 § 1, 2014)

- B. It is unlawful for any holder of a license or permit issued under the provisions of this title or the statutes of the State of Wyoming, or his or its servants, agents or employees to permit any person under the age of twenty-one (21) years to enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse, or legal guardian who is twenty-one (21) years of age or older.

1. Exception: Minors may be allowed, if accompanied by a parent, spouse, or legal guardian who is twenty-one (21) years of age or older:
 - a) In a dining or waiting area not later than 10:00 p.m.;
 - b) In drugstores, in which intoxicating or malt liquors are sold or dispensed; or
 - c) In an establishment, or in a separate area designated within that establishment, that is primarily for off-premise sales of alcohol or malt beverages.

(Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 375 § 1, 1988; Ord. 90A § 3, 1973; Ord. 90 § 13, 1965.)

- C. It is unlawful for any person to sell, furnish, give or cause to be sold, furnished or given any alcoholic or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient, or member of his own immediate family, unless otherwise excepted under W.S. 12-6-101(d) or (e), as amended.
(Ord. 1072 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 375 § 1, 1988; Ord. 90A § 3, 1973; Ord. 90 § 13, 1965.)

- D. Under Section 9.64.020 of the Jackson Municipal Code it is unlawful for any person under the age of twenty-one (21) years to have any alcoholic or malt beverage in his possession or to be under the influence of any intoxicating liquor or malt beverage, within the Town of Jackson, unless an exemption stated under Wyoming State Statute § 12-6-101 is applicable, which includes possession by a person under the age of twenty-one (21) years making the delivery of such alcoholic beverage pursuant to his employment.
(Ord. 1063 § 1, 2014; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 375 § 1, 1988; Ord. 90A § 3, 1973; Ord. 90 § 13, 1965.)

- E. It is unlawful for any person under the age of twenty-one (21) years to be in, or attempt to be in, or remain in any place where intoxicating or malt liquors are sold or dispensed, or for any person to falsify any identification or use any false identification in order to be or remain in such place of business or to obtain intoxicating liquor or malt beverages unless an exemption stated under W.S. § 12-6-101 is applicable.
(Ord. 1185 § 1, 2017; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 375 § 1, 1988; Ord. 90A § 3, 1973; Ord. 90 § 13, 1965.)

Chapter 6.50
SPECIAL TWENTY-FOUR (24) HOUR PERMITS

Sections:

6.50.010 Catering Permits.

6.50.020 Malt Beverage Permits.

6.50.010 Catering Permits.

- A. A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the Town to any person or organization holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners or at other similar gatherings not capable, or desirable to be held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit. Notwithstanding any other provision of this subsection, closed-container items sold at auction for the benefit of a nonprofit organization may be taken off-premises.
- B. The permits authorized by this section shall be issued for one (1) twenty four (24) hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of thirty-six (36) catering permits for sales at the same premises in any one (1) year.
(Ord. 1185 § 1, 2017; Ord. 1118, §1, 2016; Ord. 853 §7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002)
- C. The catering permit shall be issued on application to the Town without public notice or hearing. An application for a catering permit shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located outside of the Town shall secure the written approval of the licensing authority of Teton County or other applicable jurisdiction, prior to filing an application for a permit.
- D. The fee for the catering permit shall be twenty dollars (\$20.00) per each twenty-four (24) hour period.
- E. It shall be the duty and obligation of the permit holder to ensure that no sales are made to any person under the age of twenty-one (21) years.
(Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002)

6.50.020 Malt Beverage Permits.

- A. A malt beverage permit may be issued to any responsible person or organization, qualified by W.S. 12-4-103 (a)(vii), for the sale of malt beverages only at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverages be sold or consumed off the premises authorized by the permit.

- B. It shall be the duty and obligation of the permit holder to ensure that no sales are made to any person under the age of twenty-one (21) years.
- C. The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sales at the same premises in any one (1) year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises.
- D. The permit shall be issued by the Town Council without notice of application on forms prepared by the Town of Jackson. The fee for a malt beverage permit, shall be one hundred dollars (\$100.00) per twenty-four (24) hour period.

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

Chapter 6.60
SUSPENSION AND REVOCATION OF LICENSES AND PERMITS

Sections:

6.60.010 Grounds for Denying Renewal of License or Permit.

6.60.020 Grounds for Suspension or Revocation.

6.60.010 Grounds for Denying Renewal of License or Permit.

- A. A license or permit shall not be renewed or transferred if the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.
- B. The holder of an expired annual license, or one due for expiration, has a preference right to a renewal of that license for the same location, but such preference exists only to the extent explicitly authorized under Wyoming Statutes § 12-4-104(c), as amended. No other preference rights are authorized or recognized by the Town. The preference right granted under this section shall expire thirty (30) days after the expiration date shown on the most recently issued license or permit.
- C. The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:
 - 1. Failure of the license holder to comply with any provisions of this chapter;
 - 2. Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;
 - 3. Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;
 - 4. A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;
 - 5. Conviction of any nonprocedural violation of state or local liquor laws.
 - 6. Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors. The business shall have the ability to provide this educational information in any format they wish.
 - 7. Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;
 - a. On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS (Training for Intervention Procedures) or RBST (Responsible Beverage Server Training approved by the Jackson Police Department or the Wyoming Liquor Division) training within thirty (30) days of failing the compliance check.

- b. On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS/RBST (approved by Jackson Police Department or Wyoming Liquor Division) training within forty-five (45) days of failing the compliance check.
 - 8. Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council.
- (Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

6.60.020 Grounds for Suspension or Revocation.

- A. Wyoming Statute § 12-7-103 authorizes the Town to suspend a liquor license or permit if the licensee has not paid sales taxes. The determination that a licensee has not paid sales taxes will be determined by the State Liquor Division, with the Wyoming Department of Revenue.
- B. After receiving a certified order from the Liquor Division that a licensee or permittee owes sales taxes to the state, the Town Clerk will notify the licensee or permittee by certified mail if the Town intends to hold a hearing on whether the license or permit should be suspended.
- C. The suspension hearing will be conducted under rules adopted by the Town. The Liquor Division's order of delinquency and all evidence presented at the Liquor Division's hearing will be admitted and considered prima facie evidence of licensee's or permittee's tax delinquency.
- D. In the event a license or permit is suspended in accordance with this section, the holder of the license or permit may appeal the suspension in accordance with the provisions of Wyoming Statute § 12-7-103, as amended.
- E. The suspension of the license or permit shall remain in effect until either the governing body lifts the suspension, a court of competent jurisdiction lifts the suspension, or the Town Clerk receives certified notice from the state that the sales tax liability has been satisfied.
- F. In the event a suspension occurs:
 - 1. The Town Clerk shall send by certified mail one copy of each of the suspension notices to the last known address of the licensee or permit holder and to the Director of the Wyoming Liquor Division of the State of Wyoming;
 - 2. The Town Clerk shall post one (1) copy of the suspension notice on the licensed or permitted premises;
 - 3. Immediately upon the posting of the suspension notice, the sale, offering to sell, distribution, or traffic of alcoholic liquor or malt beverages is unlawful; and,
 - 4. The licensee or permittee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or his/her designee.

- G. When a liquor license holder has acted in violation of this chapter, the Town may take action pursuant to Wyoming Statute § 12-7-201, as amended, seeking suspension or revocation of the license or permit. Any revocation procedures of a license or permit will be in accordance with Wyoming Statute § 12-7-101 through § 12-7-201. Such action shall be in addition to any other penalties which may accrue to the license holder for violation of Chapter 6.70 of this title.
- H. In addition to the penalty provided by this code or state law, excessive drinking or disorderly conduct, or consecutive and cumulative compliance check failures as outlined below may be cause for the initiation of suspension and/or revocation procedures.
1. If a business fails a third consecutive compliance check or a third compliance check in a twelve (12) month period, the business shall be subject to suspension for a minimum of one hundred twenty (120) days and shall be subject to revocation proceedings.
 2. If a business fails five (5) compliance checks in a twenty-four (24) month period, the business shall be subject to suspension for a minimum of one hundred fifty (150) days and shall be subject to revocation proceedings.
- I. It is unlawful for any person to knowingly submit false information or false facts as true, on an application for any license or permit authorized by this chapter. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge.
1. If, in the opinion of the Town Attorney, a licensee or permittee has violated subsection (A) above, the Town Attorney may request the governing body to take action pursuant to Wyoming Statute § 12-7-101, § 12-7-102 or § 12-7-201 to suspend or revoke the applicable license or permit.

(Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

Chapter 6.70
VIOLATIONS

Sections:

6.70.010 Violations.

6.70.010 Violations.

- A. The governing body shall not issue a license or permit to any person or organization violating this title.
- B. Excessive drinking of alcoholic liquor and malt beverages in any place licensed under this title shall not be permitted by the licensee.

(Ord. 853 § 9, 2007.)

Chapter 6.90
PENALTY FOR VIOLATIONS

Sections:

6.90.010 General Penalty for Violations.

6.90.010 General Penalty for Violations

Any person who violates any provisions of this title for which violation no specific penalty is provided is guilty of a misdemeanor and upon conviction thereof shall be punished according to Section 1.12.010 of this code.

(Ord. 853 § 10, 2007; Ord. 90 § 14, 1965.)



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 3, 2019
MEETING DATE: January 7, 2019

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

SUBJECT: Amendment to Title 12.16 Airport Regulations

STATEMENT/PURPOSE

The purpose of this agenda item is to present the Council with a proposed revision to the Jackson Municipal Code 12.16.030 to clarify enforcement of all ordinances of the Town of Jackson Municipal Code at the Airport.

BACKGROUND/ALTERNATIVES

Prior to 2009 law enforcement operations at the Airport were governed by the Teton County Sheriff's Office (TCSO). In early 2009 the agreement between the TCSO and the JH Airport Board was dissolved, and a new agreement was initiated between the JH Airport Board and the Town of Jackson. The new agreement was to provide law enforcement services at the municipal airport by the Jackson Police Department. As part of this process, it was necessary to amend Title 12 of the Municipal Code to codify jurisdictional authority of Jackson Police Officers while working at the airport property, thus municipal code 12.16.030 was created. (see below)

12.16.030 Law enforcement jurisdiction.

Pursuant to authority contained in Section 10-5-101 (b) of the Wyoming State Statutes, the Teton County Sheriff's Office and the Jackson Police Department are empowered to enforce duly adopted rules of the Airport Board, applicable state statutes, regulations of the United States, and ordinances contained in Chapter 5.50 and Titles 7, 9 and 10 of the Town of Jackson Municipal Code, as those Titles now exist or as they may hereafter be amended, all of which shall apply to activities at the Airport. (Ord. 923 § 2, 2009; Ord. 175 § 2(a), 1975.)

Wyoming State Statute 10-5-101 (b) gives municipalities the authority to make laws that pertain to municipal airports, to include laws to be enforced by municipal police officers while policing the airport. Title 12 contains a host of different ordinances to address problems that include but are not limited to: (smoking in the airport, firearms restrictions, permissible behaviors in the facility, conduct of business, crimes against persons, crimes against property, and crimes relating to screening processes conducted by TSA personnel etc.).

In 2009 when 12.16.030 was being created by the Town Council, it gave Jackson Police Officers authority to enforce chapter 5.50 (ground transportation laws); Title 7 (animal control); Title 9 (crimes against person, such as assault/battery etc.); and Title 10 (traffic related crimes, such as speeding, parking violations etc.) What is most notable is the ordinance was not clear on authority for Jackson Police Officers to enforce Title 12, which are where all of the municipal airport laws reside.

This created uncertainty for the Jackson Police Department to enforce Title 12 violations, which is the primary reason that Jackson Police Officers are stationed at the airport in the first place, to preserve the laws specific to the airport operations that maintain public safety for airline passengers and for the safety of the airport facility.

It should also be stated that because the JH Municipal Airport has daily commercial flights scheduled, it is a requirement of the Federal Transportation Safety Administration (TSA) regulations that a sworn law enforcement officer must be present at the checkpoint, or close proximity, for all outbound commercial flights, to maintain the sanctity of the airport screening regulations and public safety. While we are updating our ordinance, the National Park Service sworn law enforcement officers have agreed to provide assistance should it be necessary. In order to meet our contractual obligations fully with the Airport, it is important that we amend the Municipal Code to correct the issue.

Staff proposes the Council adopt Ordinance U in the regular method with first reading proposed tonight, 2nd reading at the Council Retreat on January 14, and 3rd reading at the evening meeting of January 22. The Town Council could consider adopting Ordinance U as an emergency ordinance. Wyoming Statutes define an emergency ordinance as “an ordinance operating for the immediate preservation of the public peace, health, safety or welfare.” Pursuant to Statute, every ordinance must be publicly read on three (3) different days and at least ten (10) days must elapse between the introduction and final passage of every ordinance. However, for an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths (3/4) of the qualified members of the governing body. Should the Council choose this route, a motion must first be passed to read the ordinance in short title, then a motion to suspend the provisions of Wyoming Statute 15-1-115(c) needs to pass with four affirmative votes. Once this passes, the Council can make a motion to adopt Ordinance U as an emergency ordinance, it takes effect immediately, and the Town Clerk will publish it at the next available opportunity.

Staff recommends the Council take no action at this point in the agenda, but that they adopt Ordinance U as presented on first reading later in the agenda.

The Town Council has many options, several are listed below:

1. Take no action at this point in the agenda, but that they adopt Ordinance U as presented on first reading later in the agenda.
2. Take no action at this point in the agenda, and under ordinances take the following actions to adopt Ordinance U as an emergency ordinance:
 - a. Pass a motion to read the ordinance in short title.
 - b. Pass a motion to suspend the provisions of Wyoming Statute 15-1-115(c) with four affirmative votes
 - c. Pass a motion to adopt Ordinance U as an emergency ordinance.
3. Discuss the issue and postpone action on this issue to a later Town Council meeting.
4. Other.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include citizens and guests to our community utilizing the Jackson Hole Airport and reliant on the protection of their health, safety and welfare by our Police Department, our Police Officers involved in law enforcement at the Airport, our legal team supporting the Police Department, Airport staff and those employed at the facility, and the National Park Service law enforcement assisting on an interim basis

ATTACHMENTS

Ordinance U

FISCAL IMPACT

There is no immediate fiscal impact of adopting the ordinance as proposed. Should we not update the Municipal Code, it may affect our ability to meet our contractual obligations with the Airport to provide full law enforcement services. The contract with the Airport is \$565,000 annually. Not updating the code also jeopardizes the ability of the Airport to operate under the requirements of the Transportation Security Administration (TSA) without the assistance of the National Park Service.

The fiscal impact of passage of ordinances after third reading varies between \$250 and \$700 depending on the length of the ordinance. Ordinances are advertised the Wednesday immediately following Town Council approval on third reading. An emergency ordinance would be advertised as soon as possible.

STAFF IMPACT

The staff impact of amending the Municipal Code to allow full law enforcement jurisdiction at the Airport is positive in that it allows the Police Department to fulfill their obligations with confidence that actions will be legally supported and upheld if challenged. The staff impact for the legal team is positive in that they will have updated language in the Municipal Code to support actions taken by law enforcement in the event of a challenge.

The staff impact of passage of this ordinance either as an emergency ordinance or after third reading is notable in that it requires publishing the full ordinance in the newspaper in addition to updating the Jackson Municipal Code. The ordinance is also processed for permanent record storage book, electronic database, and posted on the Town's website.

LEGAL REVIEW

The Town Attorney has approved and finalized the language of the ordinance.

RECOMMENDATION

Staff recommends the Council take no action at this point in the agenda, but that they adopt Ordinance U as presented on first reading later in the agenda.

SUGGESTED MOTION

No action necessary at this point in the meeting. A suggested motion is provided for first reading of the ordinance.

Synopsis for PowerPoint (120 words max):

Background:

The purpose of this agenda item is to present the Council with a proposed revision to the Jackson Municipal Code 12.16.030 to clarify enforcement of all ordinances of the Town of Jackson Municipal Code at the Airport.

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 2(a) OF TOWN OF JACKSON ORDINANCE NO. 175 (PART) AND SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 923 (PART) AND SECTION 12.16.030 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON TO INCLUDE APPLICABILITY OF ALL ORDINANCES OF THE TOWN OF JACKSON FOR LAW ENFORCEMENT JURISDICTION AT THE AIRPORT, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Section 2(a) of Town of Jackson Ordinance No. 175 (part) and Section 2 of Town of Jackson Ordinance No. 923(part) and Section 12.16.030 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

12.16.030 Law enforcement jurisdiction.

Pursuant to authority contained in Section 10-5-101(b) of the Wyoming State Statutes, the Teton County Sheriff's Office and the Jackson Police Department are empowered to enforce duly adopted rules of the Airport Board, applicable state statutes, and all ordinances of the Town of Jackson Municipal Code, as those Titles now exist or as they may hereafter be amended, all of which shall apply to activities at the Airport.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2019.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____

Pete Muldoon, Mayor

ATTEST:

BY: _____

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: January 2, 2019
MEETING DATE: January 7, 2019

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

SUBJECT: Construction Management Plan – 60 East Pearl Avenue (Teton County Development)

STATEMENT/PURPOSE

The purpose of this item is to make council aware of and discuss the anticipated impacts to the public right-of-way and adjacent properties and businesses associated with partial demolition of an existing building and construction of an addition to an existing County building located on the property at 60 East Pearl Avenue, Fire/EMS Station One Addition.

BACKGROUND/ALTERNATIVES

The subject property and building constructed in 1964 as a one-story fire house and was expanded in three subsequent construction phases. The first expansion in 1974 doubled the single-story building area, the second expansion in 1991 added the second story and the third expansion in 2004 added staff quarters as a temporary solution to support Fire and EMS staff needs. The 2019 expansion will provide staff sleeping and living areas that will satisfy the current Fire and EMS operations by rebuilding the existing second story and adding a new two-story addition with a full basement. This project has an approved demolition permit and the commercial building permit is under review.

A construction staging a phasing plan was submitted with the building permit for the subject property by Dubbe Moulder Architects (in coordination with Wapiti Corporation) which provided information that met the Town of Jackson Municipal Code limitations on use of the public right-of-way within the downtown core as well as the need for an approved construction staging and phasing plan as stated in Title 12, Chapter 12.08, Section 12.08.040 and 045 respectively.

The construction staging and phasing plan shows the location of construction fencing, on-site staging area, project trailer, construction narrative, and anticipated project schedule. No on-site parking was included on the construction plan which may impact on street parking in the area by the contractor. The existing curb along 60 East Pearl Avenue is a no parking zone, and 3-hour time restricted parking extends at least one block in each direction from the construction area. The proposed plan allows for normal pedestrian travel on East Pearl Avenue, but closes the rear access to the Fire/EMS Administration Building.

The owner/applicant wishes to place construction fencing along the property line on East Pearl Avenue and alley frontage of the property and place a construction gate along the southern property line prior to the commencement of demolition/construction activities. Sidewalk hoarding will be installed along the East Pearl Avenue sidewalk as necessary. Demolition and construction activities will commence after building permit approval and after Fire and EMS staff relocate to the temporary Fire Station building at the Fair Grounds. Once complete, excavation work will continue to prepare the site for the new commercial building. Demolition and construction activities are projected to take approximately one year.

The owner/applicant does not require extended use of the Public Right-of-Way (PROW) for construction staging or materials. Public Right-of-Way applications would be required to be approved by TOJ staff for any requested or anticipated use of the roadway above and beyond construction vehicle circulation and reasonable material drop-off or loading operations.

ATTACHMENTS

Demolition/Construction Site Plan, Storage Yard Plan, and anticipated Construction Schedule. (Three pages)

FISCAL IMPACT

With regards to the construction management plan, there are no direct costs to the Town associated with this project. Because the project is a result of government action, indirect costs include waiving Right-of-Way permitting fees if Council chooses. This policy is consistent with past government projects.

STAFF IMPACT

2-4 hours per week for Public Right-of-Way permitting and correspondence

LEGAL REVIEW

Legal does not typically review Construction Management plans and has not been consulted on this plan.

RECOMMENDATION

The Town Council has three main options to proceed regarding this discussion item.

Option 1 – Approve of the construction staging and phasing plan as presented and direct the owner/applicant to coordinate with neighboring and adjacent businesses and properties for construction related activities and to coordinate with the Town of Jackson for use and occupying of the Public Right-of-Way for all associated construction permits and waive fees and bonding required for such work.

Option 2 – Same as Option 1 (above) changing it to collect fees on the fee basis as stated within the TOJ Municipal Code under 12.08.060 - Permit Fees, and bond as necessary for the anticipated duration of the project.

Option 3 – Other conditions and recommendations as determined by Town Council.

SUGGESTED MOTION

I move to **Option 1,**
 Option 2, or
 Option 3 / Other).



Staging Plan Narrative

for

Fire Station 1 Expansion

50 East Pearl Ave

Town of Jackson

1.2.2019 – 3.2.2019 – Mobilization & Demolition Work

- Install temporary fencing and job trailer containing Station 1 work-site. Access to existing offices to be maintained at North Side of property.
- Install sidewalk shed per Town of Jackson detail containing pedestrians on sidewalk to North of Station 1.
- Trailer, Laydown & work area to south of building & north of Alleyway to be contained with site fence per attached diagram.
- All work to be contained within construction perimeter fencing for duration of work.

3.2.19 – 11.1.2019 – Station 1 Expansion Work

- Overall site layout to remain for duration of Station 1 Expansion Work.
- All material deliveries to occur within site boundary as shown in attached diagram
- No encroachment/obstruction of public alleyway for materials or equipment staging.
- Access to offices to be maintained from North entrance – no access from job site as shown in attached diagram.

11.1.2019 – 12.25.2019 – Closeout & Owner Turnover

- Upon substantial completion of interior & exterior work, pedestrian access to both sides of existing office building will be restored.
- Through coordination with TC Fire/EMS, installation of owner provided equipment & fixtures will be completed, as well as addressing any remaining punch list or owner directed work.
- Wapiti will assist the owner with any remaining work to relocate TC Fire/EMS from Pavilion structure back to the expanded Fire Station 1.

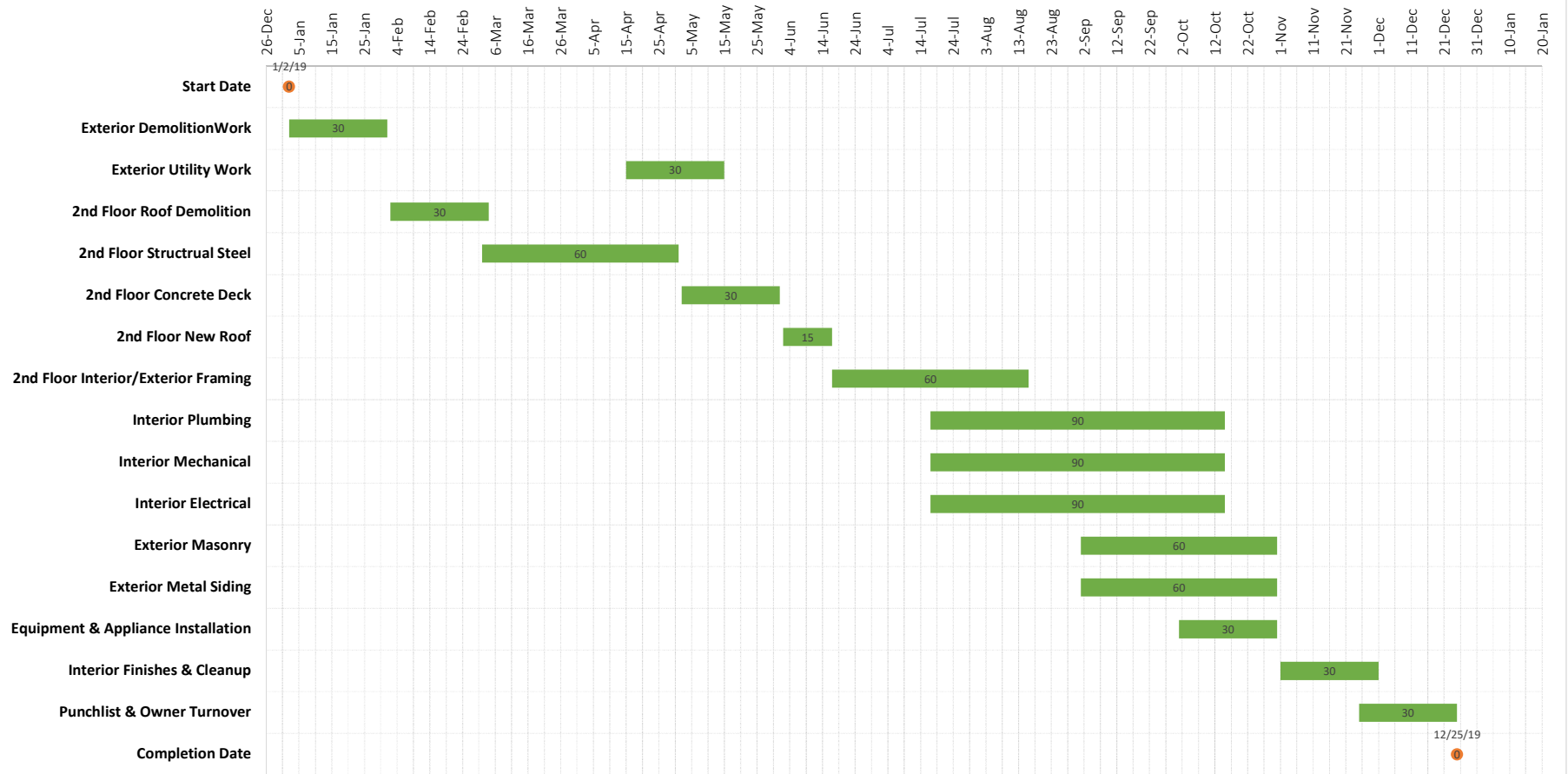
General Logistics

- All material deliveries will enter the site from the alleyway as to not obstruct Pearl Street traffic.
- On site material storage will be minimal and contained within the fencing as illustrated.

Traffic Control

- No road closures or encroachments are expected as all utilities are already on site or relocated by Owner.
- Pedestrian traffic on Pearl Street South Sidewalk will be contained within the sidewalk shed per Town of Jackson standard details – See attached detail.

PROJECTED SCHEDULE - STATION 1 EXPANSION - PROJECTED START DATE JANUARY 2, 2019



Staging Plan - Station 1 Expansion
Wapiti Corporation
October 25, 2018

- Material & Equipment Stored within Site Fence
- No Obstruction of Alley Traffic

Maintain Pedestrian Access to
Offices & Sidewalk from Pearl Street

E Pearl Ave

Site Fence at Property Line

Pedestrian Access to Offices
Closed from South Entrance

8'x24' Office Trailer

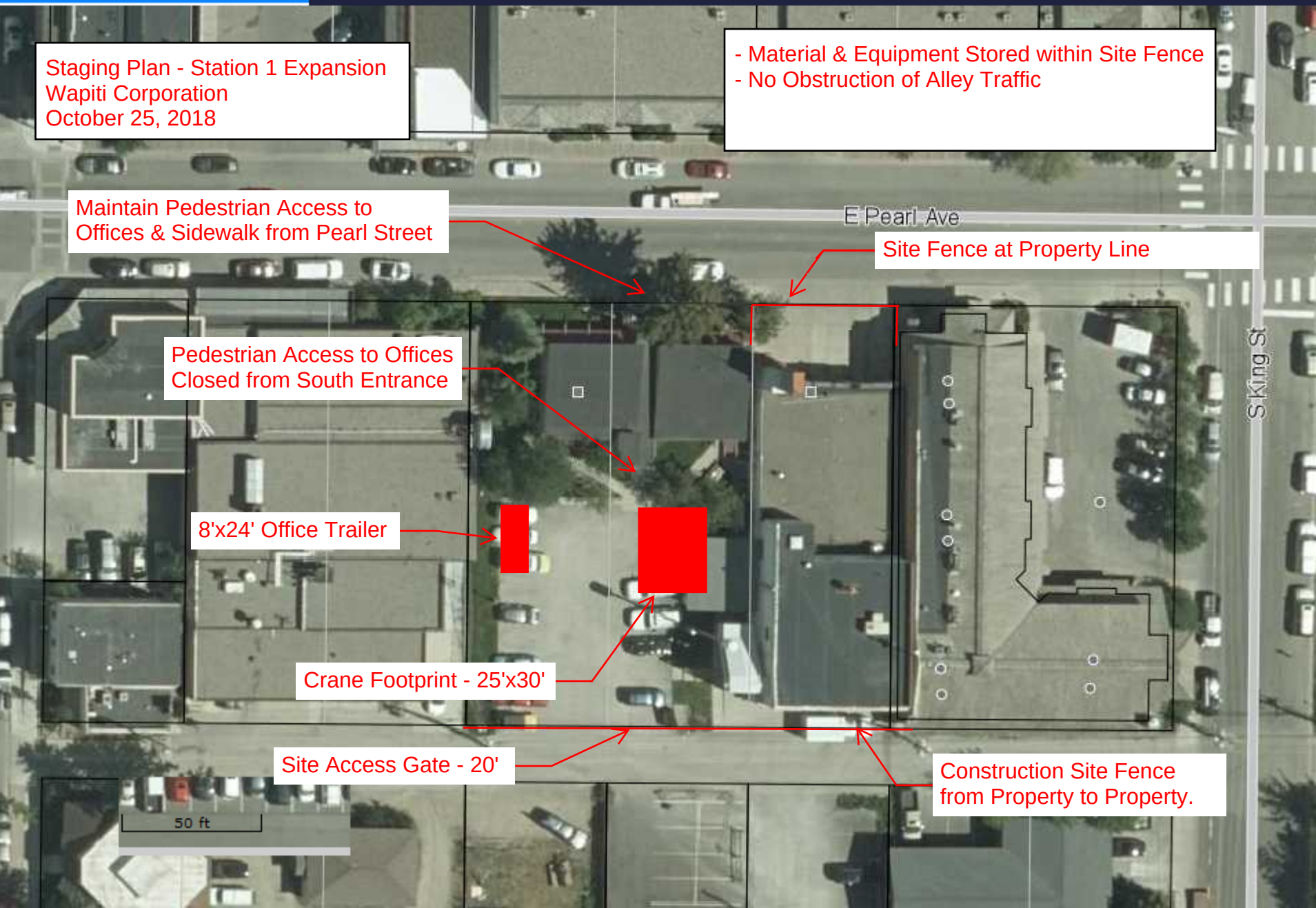
Crane Footprint - 25'x30'

Site Access Gate - 20'

Construction Site Fence
from Property to Property.

50 ft

S King St





TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: JANUARY 3, 2019
MEETING DATE: JANUARY 7, 2019

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

SUBJECT: **ITEM P17-147** A REQUEST TO AMEND THE JACKSON HOLE GOLF AND TENNIS MASTER PLAN PURSUANT TO SECTION 8.7.3, PLANNED UNIT DEVELOPMENT (PUD) OF THE TETON COUNTY LAND DEVELOPMENT REGULATIONS.

APPLICANT: Y2 CONSULTANTS

PROPERTY OWNER: JACKSON HOLE GOLF AND TENNIS RESORT, LLC

REQUESTED ACTION

[NOTE: This item was continued by the Council on December 17, 2018 to its meeting on January 7, 2019. This staff report is identical to the previous staff report submitted for this item. The Board of County Commissioners will hear this item on January 8, 2019]

Jackson Hole Golf and Tennis is requesting to amend the Resort Master Plan by submitting the following application:

- Amend the Jackson Hole Golf and Tennis Master Plan (Master Plan) pursuant to Sections 8.7.3 and 4.3.1.D. of the Teton County Land Development Regulations, Planned Unit Development (PUD) (PUD2018-0001)

The application states that the applicant proposes to amend the Master Plan, based on the following changes:

- I. To further define the physical area and use standards associated with the Golf Maintenance/Employee Housing site identified within the previously approved PUD for JHGTC, the subject property of this application.
- II. To add cellular, wireless telephone utilities to the list of utility services in the Golf Maintenance/Employee Housing site.
- III. To establish a 15 foot setback from a river channel in the Golf Maintenance/Employee Housing site.

The application includes the 2 sets of findings associated with a PUD application (Section 8.7.3 and 4.3.1.D), a PUD Site Plan Map and a Master Site Plan.

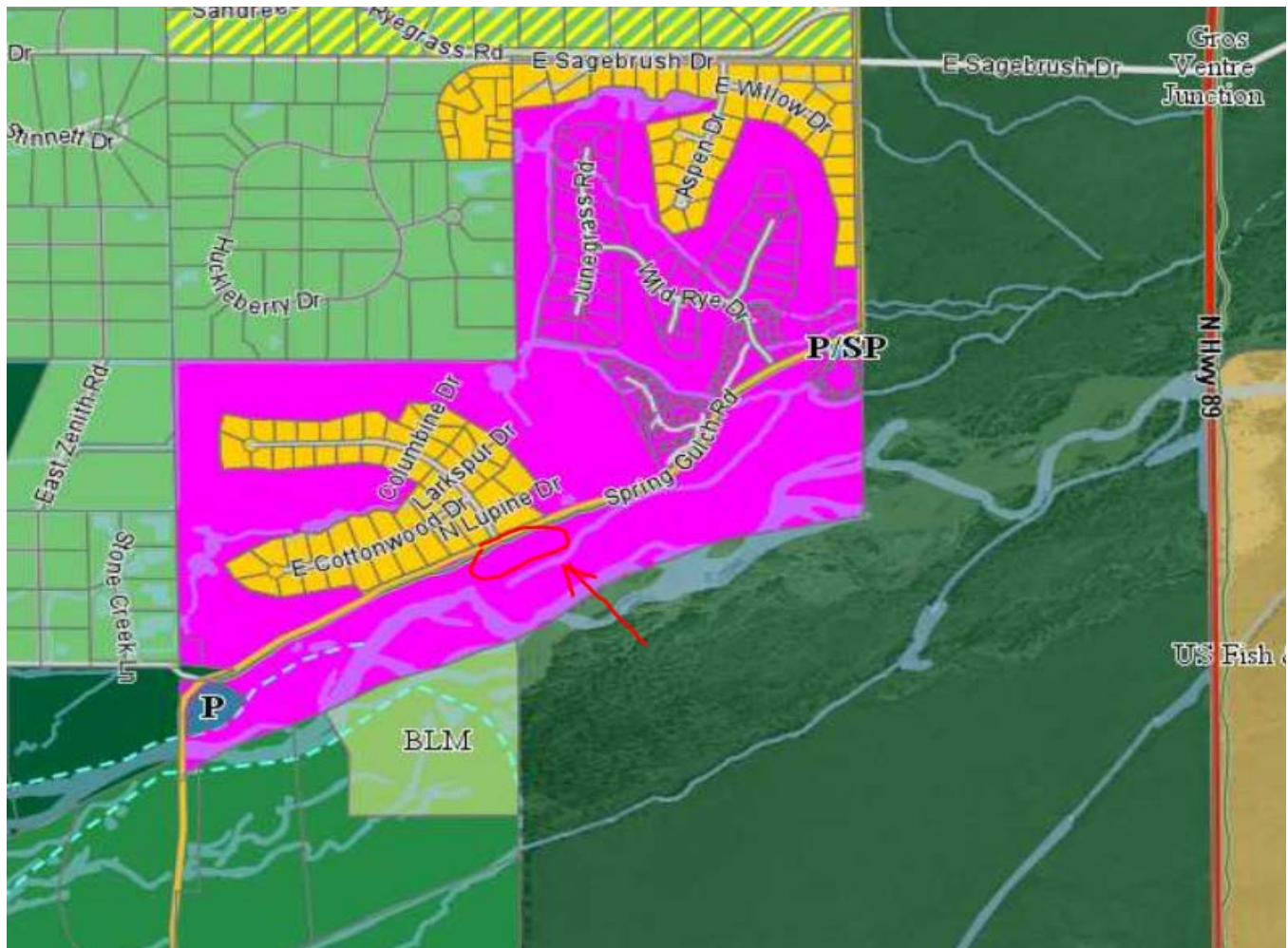
APPLICABLE REGULATIONS

Division 4.3 Planned Resort Zones
Section 4.3.1.E.4 Joint Review by Town and County
Section 8.7.3 Planned Unit Development

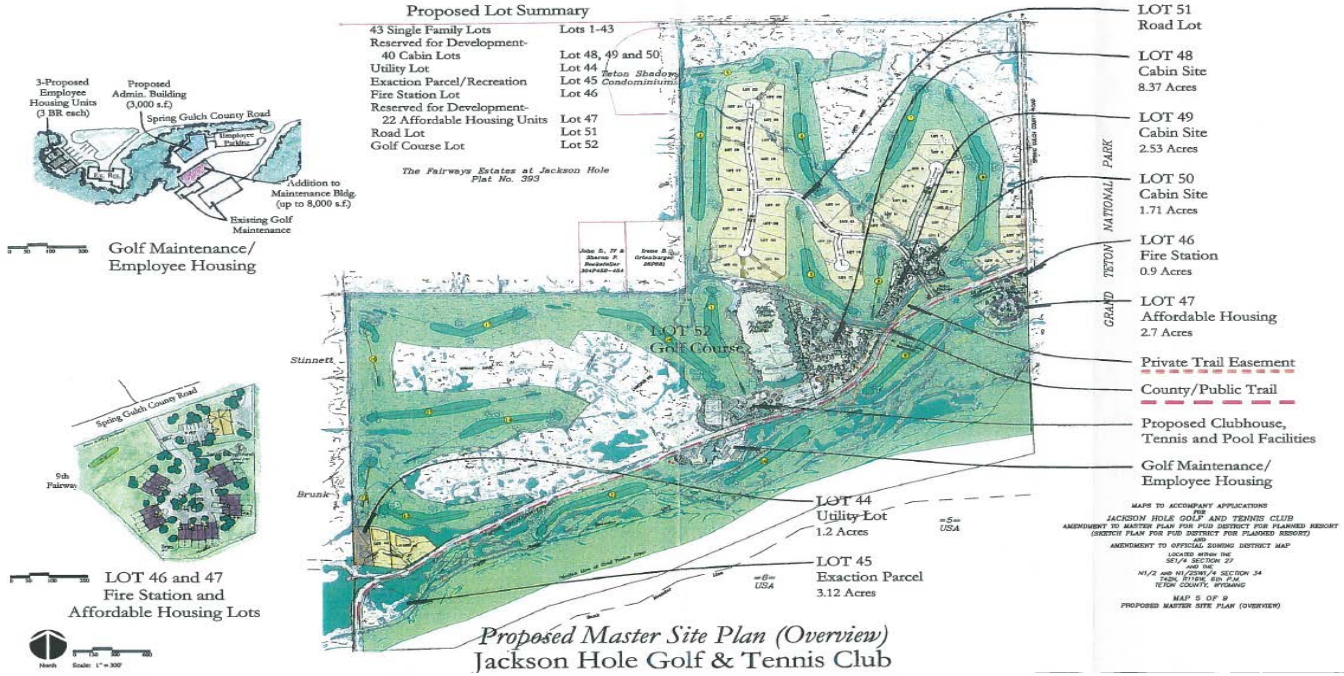
LOCATION MAP

Zoning/Vicinity Map

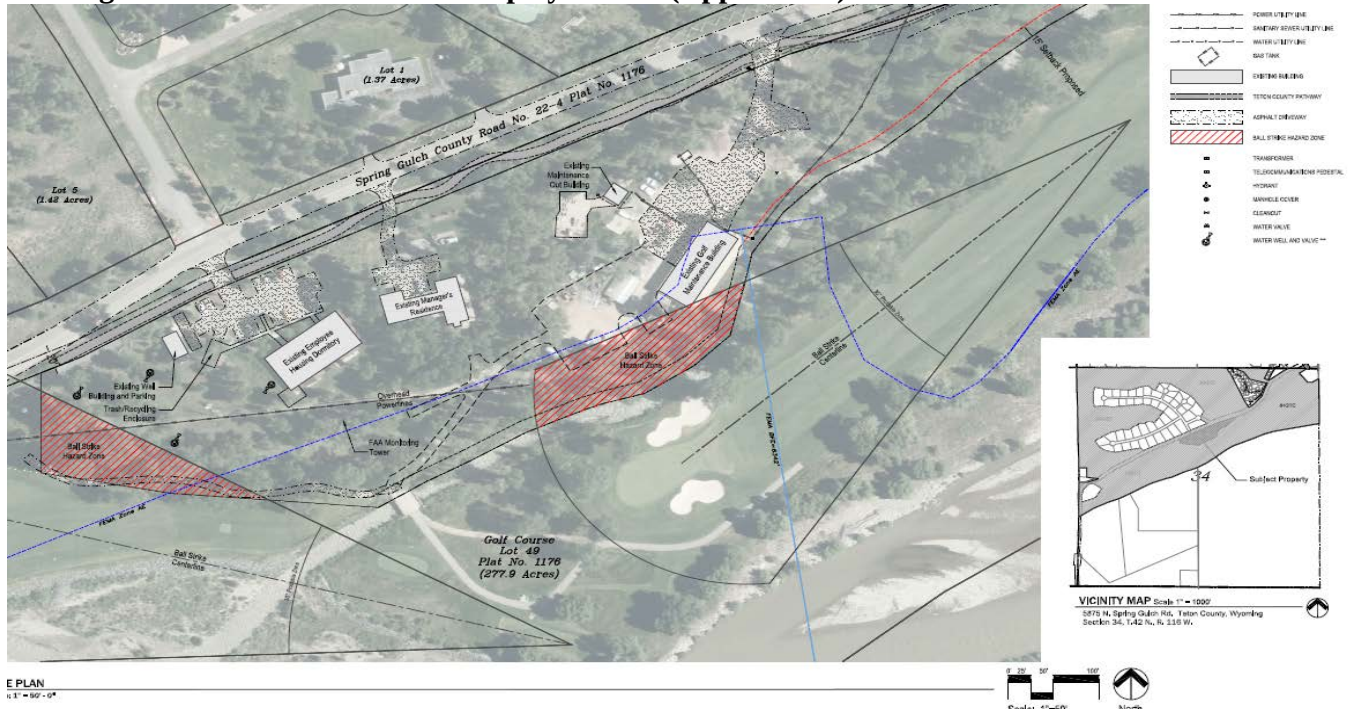
Legal Description:	SEC. 34, TWP. 42N, RNG. 116W
PIDN:	22-42-16-27-4-15-001
Site Size:	6.3 acres
Character District:	9: County Valley
Subarea:	9.1 Jackson Hole Golf and Tennis
Zone:	Planned Resort (PR)
Overlay:	Natural Resources Overlay (NRO)



Current Master Plan Map



Existing Conditions- Maintenance/Employee Area (Appendix D)



[illegible]

EXISTING CONDITIONS

-  SOIL INFORMATION EXPLORED (SEE NOTE)
-  ADJACENT PROPERTY LINE
-  NEIGHBOR EXISTING
-  LIFE SUPPORTING SETBACKS
-  EDGE OF ASPHALT
-  EDGE OF DRIVE
-  FIRM EXISTENCE
-  CONSTRUCTION SETBACKS
-  POWER SUPPLY LINE
-  FUTURE STAFFING LINE (SEE NOTE)
-  EXISTING DRIVE
-  GAS LINE
-  HISTORICAL DEVELOPED AREA
-  EXISTING BUILDING
-  TOWN/CITY PROPERTY
-  ASPHALT DRIVEWAY
-  BALL FIELD FENCING LINE

-  TRANSFERRED
-  TELECOMMUNICATIONS PENDING
-  UNKNOWN
-  AVAILABLE COVER
-  ELEMENT
-  WATER VALVE
-  WATER VALVE AND VALVE

PROPOSED CONDITIONS

 FUTURE ALLOWABLE SUBSIDIES PORTION

 AREA ANTICIPATED FOR FUTURE DIVERSIFIED ALLOWANCES (EMP. HOUSING, ADULT, MGMT, ETC.)

DEVELOPMENT CALCULATIONS

Development Calculations	Water Flow Allowance	Routing (ft)	Routing Allowance (ft)
Number of units or density			
Single-family dwellings	2.73 (1.00 c/sf)	2.50	2.75
Medium-density apartments	1.71 (0.64 c/sf)	4.00	2.00
High-density apartments	1.37 (0.50 c/sf)	3.00	1.50
Commercial/Industrial	1.00 (0.38 c/sf)	2.00	1.00
Public/Institutional	1.00 (0.38 c/sf)	2.00	1.00
Unimproved lots	0.50 (0.19 c/sf)	2.00	1.00
Unimproved lots at 40% (0.20 c/sf)		21.50 (8.00 c/sf)	108.00

Note: Routing Allowance = Routing (ft) x Routing Allowance Multiplier (0.60 of 1.00).
 Routing Allowance Multiplier = 1.00 for 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212nd, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312nd, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412nd, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512nd, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th,

Development Type	Maximum Reported L ₁₀ (dB)	Maximum Reported L ₅₀ (dB)	Maximum Reported L ₉₀ (dB)	Maximum Reported L ₁₀ (dB)	Maximum Reported L ₅₀ (dB)	Maximum Reported L ₉₀ (dB)	Maximum Reported L ₁₀ (dB)	Maximum Reported L ₅₀ (dB)	Maximum Reported L ₉₀ (dB)
Commercial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Industrial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Single Family Detached	37.0	32.0	21.0	N/A	17.0	8.0	37.0	32.0	21.0
Single Family Attached	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Medium Density Residential	42.0	36.0	24.0	N/A	20.0	10.0	42.0	36.0	24.0
High Density Residential	47.0	40.0	27.0	N/A	23.0	12.0	47.0	40.0	27.0
Neighborhood Commercial	42.0	36.0	24.0	N/A	20.0	10.0	42.0	36.0	24.0
Neighborhood Industrial	47.0	40.0	27.0	N/A	23.0	12.0	47.0	40.0	27.0
Neighborhood Office	42.0	36.0	24.0	N/A	20.0	10.0	42.0	36.0	24.0
Neighborhood Single-Family Detached	37.0	32.0	21.0	N/A	17.0	8.0	37.0	32.0	21.0
Neighborhood Single-Family Attached	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Neighborhood Medium Density Residential	42.0	36.0	24.0	N/A	20.0	10.0	42.0	36.0	24.0
Neighborhood High Density Residential	47.0	40.0	27.0	N/A	23.0	12.0	47.0	40.0	27.0

	person listed works its division
	Jackson, WY 827 733-4425 Krahn Falls, ID 203 525-5425 Idaho, ID 203 525-5425
Jackson Hole Golf & Tennis	Master Plan Maintenance/Employee Area
	5975 N. Spring Gulch Rd. Teton County, Wyoming Let 49, The Resort at Jackson Hole Golf & Tennis Club, 2nd Flng.
Client	V&H Reports Attn: Mary Beata P.O. Box 256 Mosby, UT 83413 PLW Ph# 31252
Date issued	1/21/18
Revisions	
Sheet Title	PUD - Amendment Golf Maintenance/ Employee Housing Site Plan

JHGT is requesting an amendment to its current 2002 Resort Master Plan to further define the physical area and use standards associated with the Golf Maintenance/Employee Housing site identified within the previously approved PUD for JHGT. No other changes are proposed for the Master Plan amendment and no physical development is proposed. Specifically, JHGT requests the following amendments to the Master Plan:

- Replace the current artist's rendering of the GMEH area with a site plan map of the 6.3 acre area to be identified in the Master Plan as *Golf Maintenance/Employee Housing Site Plan*
- Revise Section 4 Housing Requirements section to broaden the types of housing strategies to accommodate workforce housing in the GMEH site
- Revise the Use Program/ Dimensional Limitation Plan table to include Cellular wireless services to the list of uses and identify dimensional limitations in the GMEH site
- Revise the Use Program/ Dimensional Limitation Plan table to include a 15 foot setback from a river channel in the Golf Maintenance/Employee Housing site

Page 4 of 81

Staff and the applicant will provide a brief presentation and opportunity for questions at the meeting.

STAFF ANALYSIS

According to Sec. 4.3.1.E.4 of the Teton County LDRs, each jurisdiction shall receive and consider recommendations from the other jurisdiction when a Planned Resort application is submitted for review or amendment. The text of Sec. 4.3.1.E.4 is as follows:

4. **Joint Review by Town and County.** The County Planning Commission and the Board of County Commissioners shall receive and consider recommendations from the Town Planning Commission and Town Council regarding any Planned Resort master plan application in the County. For the same purpose, The County Planning Commission and Board of County Commissioners shall make recommendations to the Town Planning Commission and Town Council regarding any Planned Resort master plan application within the Town of Jackson.
 - a. **Purpose.** The purpose of the County's and Town's review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts.
 - b. **Intent.** The intent of review is for the Town Planning Commission and Town Council to have an opportunity for review and comment on a proposed Master Plan. The Town's role is advisory only and does not include a voting participation in review of the Planned Resort master plan.

The County Planning Staff identified one key issue with the applicant's request which is whether the proposed 15' setback from the river channel is appropriate. The below excerpts are copied from the County staff report and provide further consideration of the issue:

As part of the Master Plan amendment, the applicant has proposed to impose a 15 foot setback from the channel in the area of GMEH. Given the historic manipulation of the channel and its linear and steep sided configuration in the GMEH area, the channel appears to be a ditch. In past assessments and plans for the GMEH Area by Biota (1995, 2002, 2008), Pioneer Environmental Services (2011), Jorgensen Associates P.C. (2016), and Pierson Land Works, LLC (2016) the Channel was considered to be an irrigation ditch, rather than a side channel of the Gros Ventre River.

In the absence of an amended master plan, variances would be required to develop or redevelop in the GMEH area. Although not proposed for amendment, the majority of the affordable housing units on Sandcherry Way, just upstream of the GMEH area, are within the 150 foot channel setback. The 150 foot setback encompasses the majority of the GMEH site. The LDRs allow a different standard for master plans and the channel has historically been considered a ditch, so the 15 foot setback may be a reasonable request. To protect the resource, Planning Staff recommends requirement of 15 foot buffer establishment as part of physical development permits impacting the 150' river channel setback. A condition has been provided to address this recommendation.

Staff has concluded that the proposed amendments should not have any significant adverse impacts on the Town of Jackson largely due to the location of the resort well to the north of Town. Impacts from traffic, housing, and issues related to public benefit will be primarily focused on neighborhoods in Teton County, with only indirect and insignificant impacts on the Town of Jackson.

PLANNING COMMISSION

The Town Planning Commission heard this item on December 5, 2018, and had the following comments on the proposed Jackson Hole Golf and Tennis amendments to their Resort Master Plan:

- The proposed additional year-round workforce housing will benefit the surrounding community and Town by reducing traffic on local highways.
- The Commission was generally supportive of the temporary workforce housing (e.g., RV camping) as a reasonable and low-impact option for seasonal workers in the summer. However, there was some concern that the RV housing could compete with private campgrounds in the town and valley.
- The maintenance/employee housing site appears to be the least impactful location for housing in the resort area from a visual perspective.
- There was no objection to the 15' setback from the river channel.

ATTACHMENTS

Applicant Submittal
Town County Staff Report

SUGGESTED MOTION

The LDRs state that the Town Council does not have a 'voting participation' in the review of a Resort Master Plan amendment, thus no motion is intended. However, the Council is expected to provide its comments pursuant to Section 8.7.3 in the LDRs as it deems appropriate.



GRADING & EROSION CONTROL PERMIT (GEC)

APPLICATION

Planning & Development Department
Building Division

200 S. Willow St. | ph: (307) 733-7030
P.O. Box 1727 | fax: (307) 739-9208
Jackson, WY 83001 | www.tetonwyo.org



For Office Use Only	
Fees Paid <u>\$350.00</u>	
Check # <u>4309</u>	Credit Card _____ Cash _____
GEC <u>2017-0066</u>	BDR <u>MSC 2017-0035</u>

Please submit GEC applications to the Teton County Planning & Development Department, not Engineering.
Please type or fill out this application in ink only.

PROJECT.

Name/Description: Jackson Hole Golf and Tennis, Long Term RV Sites
Physical Address: 5000 N. Spring Gulch Road, Jackson, Wyoming
Lot, Subdivision: Lot 49, The Resort at Jackson Hole Golf & Tennis club 2nd Filing PIDN: 22-42-16-27-4-15-001

OWNER. A copy of the Warranty Deed or Contract of Sale must accompany this application.

Name: Jackson Hole Golf & Tennis Club (Guy Evans) Phone: (307) 734-3855
Mailing Address: 5000 N. Spring Gulch RD City, State: Jackson, WY
Email: gevans@gtlc.com ZIP: 83001

APPLICANT/AGENT.

Name: Jorgensen Associates P.C. / PIERSON LAND WORKS, LLC Phone: (307) 733-5150 / 307.733.5429
Mailing Address: PO Box 9550 / PO Box 1143 City, State: Jackson, WY
Email: gparke@jorgeng.com / robert@plwllc.com ZIP: 83002 / 83001

PURPOSE OF GRADING ACTIVITIES.

N/A If this is a revision to an existing grading permit, please identify the original permit number.
No Is a pond or water feature proposed?
N/A Identify the total horsepower of the associated pump system.
No Are you altering an existing irrigation ditch?

Withdrawn

AREA OF DISTURBANCE. Land disturbing activities include excavation and piles for structures, roadways, septic systems, water lines, utility trenches, cut and fill slopes, stockpiles, building material storage area, etc. A plan level GEC is required for any land disturbance proposed in conjunction with impervious coverage on 41% or more of a site.

3% Identify the existing slope of the project area.
< 1% Identify the percent of site covered by impervious surfaces.

Below, identify the area of disturbance in each slope category:

Existing Slope of Area	Area to be Disturbed (sf)	Thresholds		
		Exempt	Statement	Plan
TOTAL DISTURBANCE	21,700	See below	If disturbing at least 12,000 sf but less than 1 acre.	If disturbing 1 acre or more.
5% or less	21,700	If disturbing less than 12,000 sf.	If disturbing at least 12,000 sf but less than 1 acre.	If disturbing 1 acre or more.
More than 5% up to 15%		If disturbing less than 1,000 sf.	If disturbing at least 1,000 sf but less than 1 acre.	If disturbing 1 acre or more.
More than 15%		No exemption.	If disturbing 3,000 sf or less.	If disturbing more than 3,000 square feet.

NOTICE: For permits that require a plan-level GEC permit, a preapplication conference is mandatory prior to submitting the GEC application.

When requested, a financial surety is required; the applicant shall be responsible for providing a cost estimate for the work requiring the surety.

I certify that I have read and examined this application and know the same to be true and correct. All provisions of the laws and ordinances governing this work will be complied with whether specified herein or not. The granting of this permit does not give authority to violate or cancel the provisions of any state or local law regulating grading or the performance thereof.

Signature of Applicant

Date

Print Name

Title

For Office Use Only

Planning Sufficiency declared by: _____ Date: _____

Planning Approval declared by : _____ Date: _____

Engineering Approval declared by: _____ Date: _____

SUBMITTAL REQUIREMENTS. Please fill out the left side of this checklist. Staff will review this for Sufficiency

Applicant Check	All GEC applications shall include the following:	Planning Check
✓	1. One set of complete drawings scaled on sheets no larger than 24" x 36".	
✓	2. Two sets of complete drawings scaled on sheets no larger than 11" x 17".	
✓	3. Letter of authorization if the applicant is other than the property owner.	
✓	4. A copy of the Warranty Deed or Contract of Sale.	
	5. A fee due at the time of submittal - \$350 for a statement-level review, \$600 for a plan-level review.	
✓	6. Site Development schedule - month and year of project initiation to completion of re-vegetation.	
✓	7. Proposed grading plan to include: - existing contours - proposed contours - extent of grading limits - stockpile location	
✓	8. Re-vegetation details for all disturbed areas to include: - types and approximate location of vegetation to be used - seeding or planting and stabilization techniques to be followed - source and method of irrigation, if necessary	
✓	9. Erosion control plan to include: - drawing and specifications illustrating the type and location of required erosion control measures (silt fences, straw bales, detention basins, duff berms, etc) - direction of runoff throughout the construction area and the re-contoured area	
N/A	10. Ponds/Water features. Ponds and water features with a pump system are required to pay a fee of \$150 per horsepower.	

Applicant Check	In addition to <u>all</u> the above items, plan-level applications shall include the following:	Planning Check
N/A	11. Drawings prepared and stamped by a Wyoming-registered professional engineer or landscape architect.	
N/A	12. Existing conditions site plan to include: - Site boundaries and contiguous lands - Watercourses – lakes, streams, wetlands, ditches, etc. - Floodplains - Landslide or bedrock slump (talus and/or avalanche slopes - Predominant soil types – location and identification - Vegetation cover – location and species - Stormwater drainage and/or natural drainage patterns (locations and dimensions) - Utilities and other structures – buildings and paved areas - Site topographic map	
N/A	13. Plan of final site conditions showing the site changes at the same scale as the existing conditions site plan.	
N/A	14. Site Construction Plans - Land disturbing activities-locations and dimensions - Temporary topsoil/dirt stockpile-location and dimensions - Plans and sections of grading features - Engineering technique to minimize adverse effect of geologic or flood conditions - Site storm water management and erosion control measures - Starting and completion date of land disturbances/land development activity - Maintenance of site erosion control measures - Geotechnical report on slopes in excess of 25%	



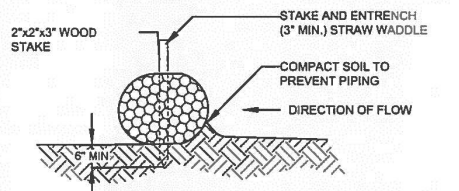
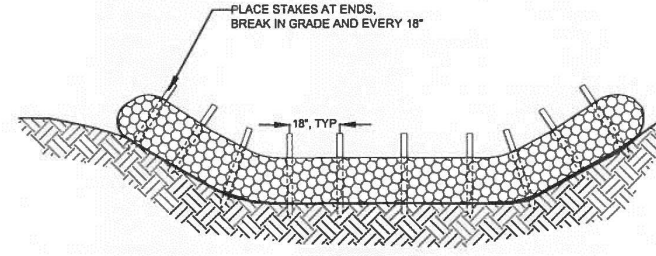
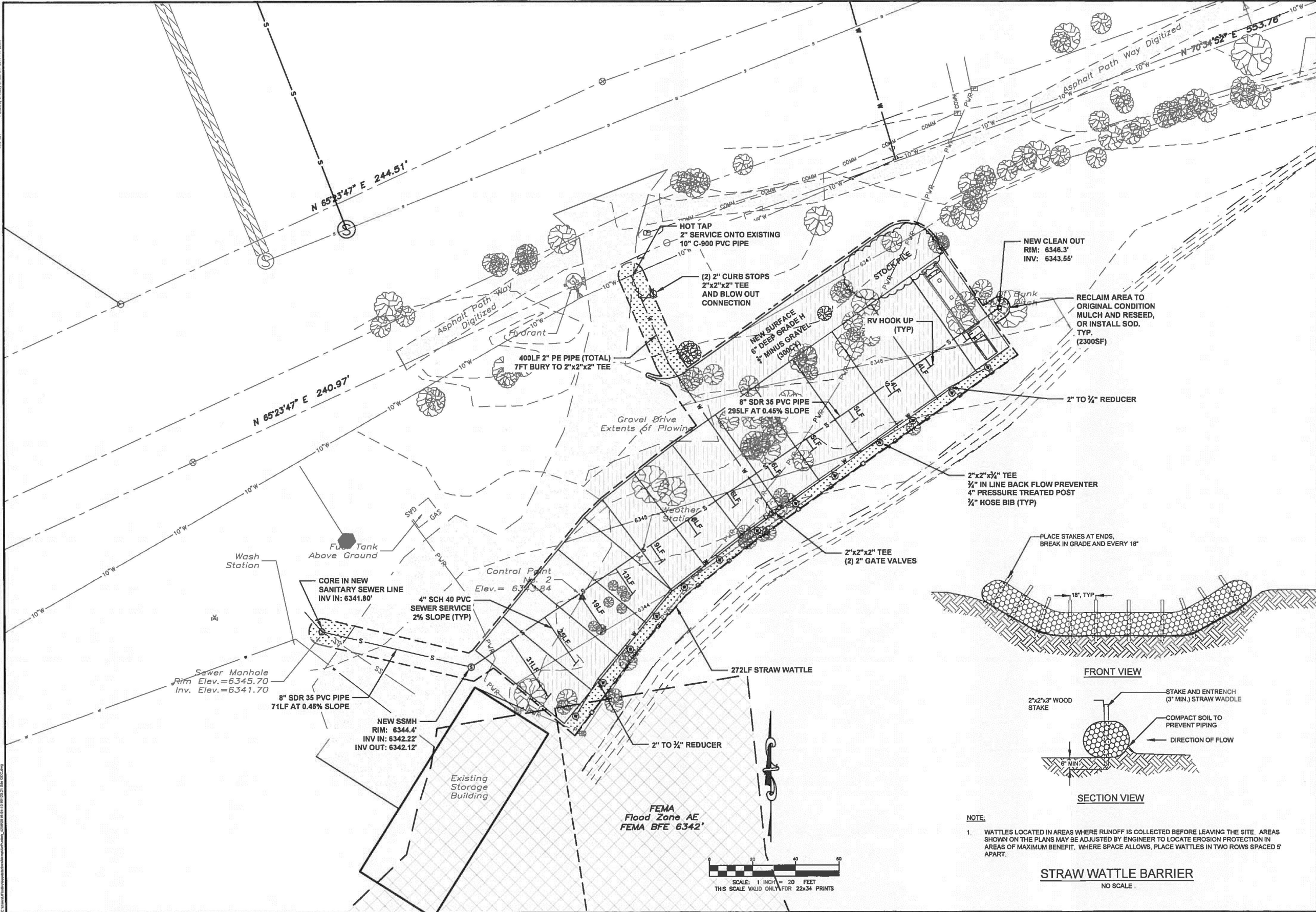
JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

PROJECT TITLE:
**JACKSON HOLE GOLF AND TENNIS
LONG TERM RV SITES
5000 NORTH SPRING GULCH RD
TETON COUNTY, WYOMING**

SHEET TITLE:
**SITE PLAN
GRADING AND EROSION CONTROL
STATEMENT LEVEL**

DRAFTED BY:	GP
REVIEWED BY:	TK
PLAN VERSION	DATE
DEQ APP	2018-03-11
GEC STATEMENT	2018-04-13
GEC RESUBMITTAL	2017-06-07

PROJECT NUMBER
99120.21
SHEET
C1.2

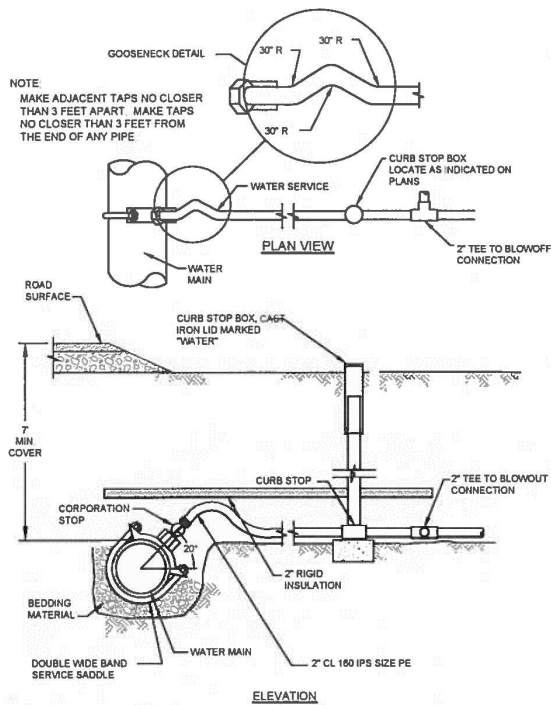


NOTE:
1. WATTLES LOCATED IN AREAS WHERE RUNOFF IS COLLECTED BEFORE LEAVING THE SITE. AREAS SHOWN ON THE PLANS MAY BE ADJUSTED BY ENGINEER TO LOCATE EROSION PROTECTION IN AREAS OF MAXIMUM BENEFIT. WHERE SPACE ALLOWS, PLACE WATTLES IN TWO ROWS SPACED 5' APART.

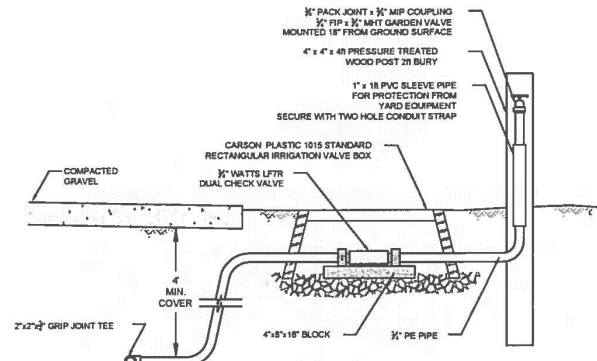
STRAW WATTLE BARRIER
NO SCALE

THE FOLLOWING IS A SUMMARY OF THE DESIGN AND CONSTRUCTION OF THE UTILITY SYSTEMS FOR THE JACKSON HOLE GOLF AND TENNIS LONG TERM RV SITES. THE DESIGN AND CONSTRUCTION OF THE UTILITY SYSTEMS SHALL BE IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION, AND THE DESIGN MANUAL FOR THE UTILITY SYSTEMS, LATEST EDITION. THE DESIGN AND CONSTRUCTION OF THE UTILITY SYSTEMS SHALL BE IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION, AND THE DESIGN MANUAL FOR THE UTILITY SYSTEMS, LATEST EDITION. THE DESIGN AND CONSTRUCTION OF THE UTILITY SYSTEMS SHALL BE IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION, AND THE DESIGN MANUAL FOR THE UTILITY SYSTEMS, LATEST EDITION.

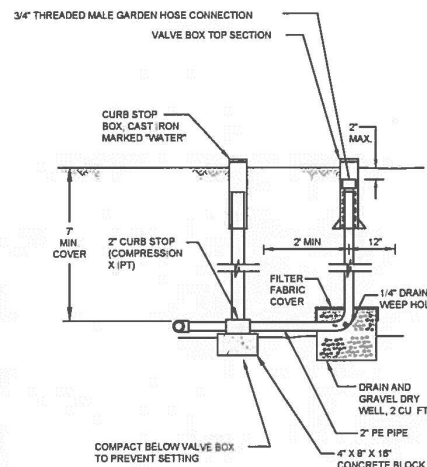
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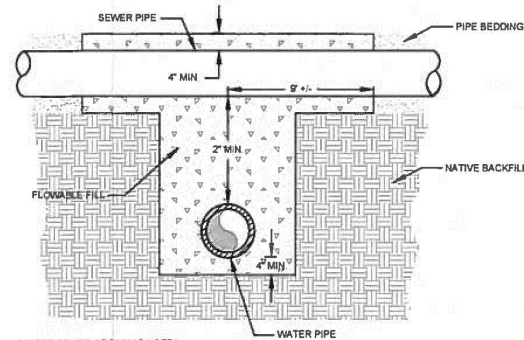
CONNECTION TO WATER MAIN DETAIL
NO SCALE



RV SITE WATER SERVICE
NO SCALE



BLOWOUT CONNECTION CROSS SECTION
NO SCALE



WATER/SEWER CROSSING NOTES.

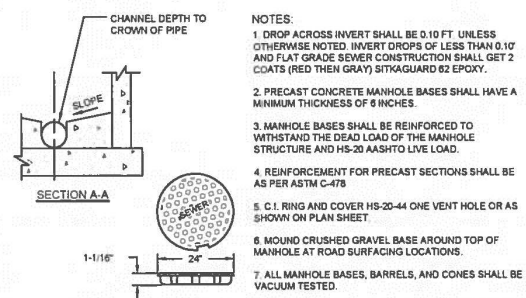
NORMAL CONDITIONS - WATER MAINS CROSSING SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE LAID ABOVE TO PROVIDE A VERTICAL SEPARATION OF AT LEAST EIGHTEEN (18) INCHES WHENEVER POSSIBLE. THE DISTANCE SHALL BE MEASURED FROM THE TOP OF THE SEWER PIPE TO THE BOTTOM OF THE WATER PIPE.

UNUSUAL CONDITIONS - WHEN LOCAL CONDITIONS PREVENT A VERTICAL SEPARATION OF AT LEAST EIGHTEEN (18) INCHES AS NOTED ABOVE, THE FOLLOWING CONSTRUCTION SHALL BE USED:

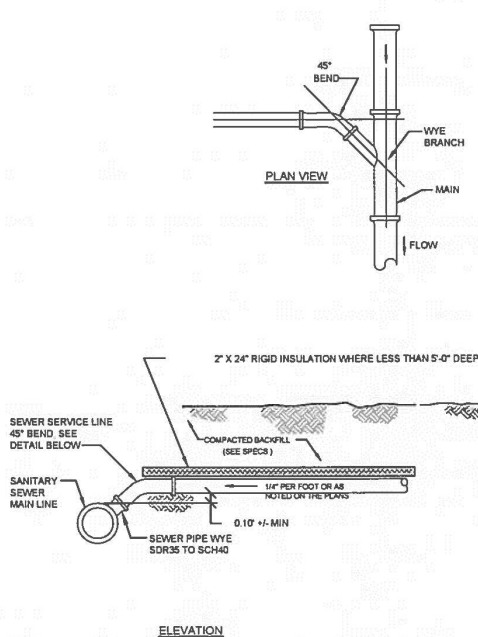
- 1) THE SANITARY SEWER OR STORM SEWER JOINTS SHALL BE CONSTRUCTED OF MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION (SOR 28 OR C-200) AND SHALL BE TESTED FOR WATER TIGHTNESS BY SEWER LINE METHODS. OR
- 2) THE SANITARY SEWER, STORM SEWER OR WATER MAIN SHALL BE PLACED IN A SEPARATE CASING PIPE EXTENDING A MINIMUM OF NINE (9) FEET EACH SIDE OF THE CROSSING. OR
- 3) THE SANITARY SEWER SHALL BE ENCASED IN FLOWABLE FILL A MINIMUM OF NINE (9) FEET EACH SIDE OF CROSSING.
- 4) WATER MAINS PASSING UNDER SEWER LINES SHALL IN ADDITION TO THE ABOVE REQUIREMENTS, BE PROTECTED BY PROVIDING FLOWABLE FILL BETWEEN WATER AND SEWER LINES FOR ADDITIONAL SUPPORT.
- 5) FLOWABLE FILL SHALL BEAR ON UNDISTURBED SOIL AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 30 PSI TO 60 PSI. REFERENCE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02510.

(REF. WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS)

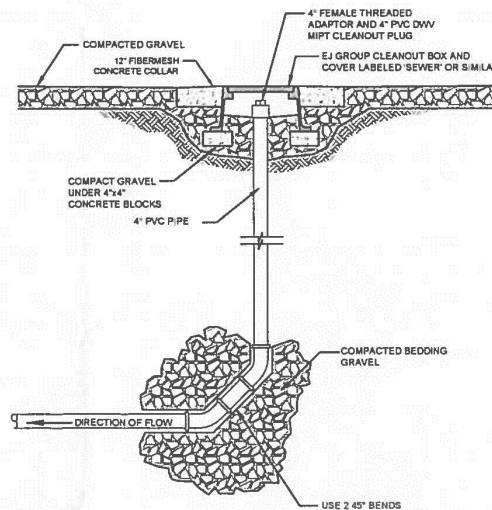
WATER / SEWER CROSSING DETAIL
NO SCALE



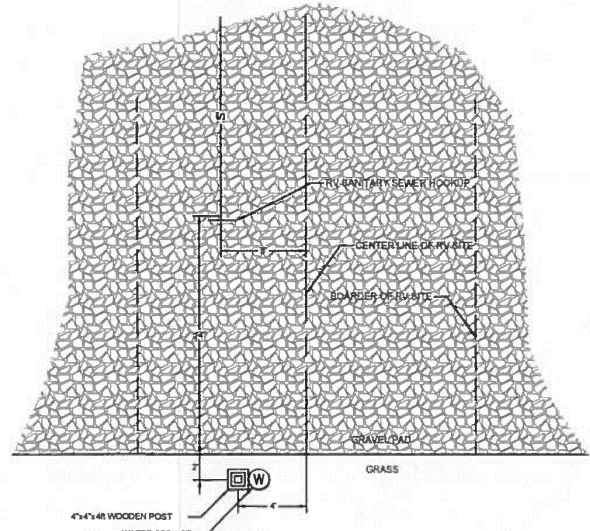
STANDARD MANHOLE
DETAIL
NO SCALE



SANITARY SEWER SERVICE LINE
NO SCALE



SEWER HOOK UP DETAIL
NO SCALE



TYPICAL RV SITE UTILITIES LAYOUT
NO SCALE



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SHEET TITLE:
DETAIL
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STATEMENT LEVEL

DRAFTED BY:	GP
REVIEWED BY:	TK
PLAN VERSION	DATE
REQ APP	2016-03-11
GEC STATEMENT	2016-04-13
GEC RESUBMITTAL	2017-06-07

PROJECT NUMBER
99120.21

SHEET
C 1.3



Subject: PUD2018-0001: Amendment to Jackson Hole Golf and Tennis Master Plan

Agent: Y2 Consultants

Applicant /Property Owner: Jackson Hole Golf and Tennis Resort, LLC

Presenter: Roby Hurley

REQUESTED ACTION

Jackson Hole Golf and Tennis is requesting to amend the Resort Master Plan by submitting the following application:

- Amend the Jackson Hole Golf and Tennis Master Plan (Master Plan) pursuant to Sections 8.7.3 and 4.3.1.D. of the Teton County Land Development Regulations, Planned Unit Development (PUD) (PUD2018-0001)

The application states that the applicant proposes to amend the Master Plan, based on the following changes:

- I. To further define the physical area and use standards associated with the Golf Maintenance/Employee Housing site identified within the previously approved PUD for JHGTC, the subject property of this application.
- II. To add cellular, wireless telephone utilities to the list of utility services in the Golf Maintenance/Employee Housing site.
- III. To establish a 15 foot setback from a river channel in the Golf Maintenance/Employee Housing site.

The application includes revisions dated November 1, 2018 and December 17 and 22, 2018. Both revisions were requested by Planning Staff or Planning Commission to clarify the Master Plan Amendment application.

The application includes the 2 sets of findings associated with a PUD application (Section 8.7.3 and 4.3.1.D), a PUD Site Plan Map and a Master Site Plan.

Definitions and Abbreviations:

Jackson Hole Golf and Tennis Resort (JHGT) – The applicant

Golf Maintenance and Employee Housing Area (GMEH) - The area subject to the amendment

BACKGROUND/DESCRIPTION

PROJECT DESCRIPTION

JHGT is requesting an amendment to its current 2002 Resort Master Plan to further define the physical area and use standards associated with the Golf Maintenance/Employee Housing site identified within the previously approved PUD for JHGT. No other changes are proposed for the Master Plan amendment and no physical development is proposed. Specifically, JHGT requests the following amendments to the Master Plan:

- Replace the current artist's rendering of the GMEH area with a site plan map of the 6.3 acre area to be identified in the Master Plan as *Golf Maintenance/Employee Housing Site Plan*
- Revise the Use Program/ Dimensional Limitation Plan table to include Cellular wireless services to the list of uses and identify dimensional limitations in the GMEH site
- Revise the Use Program/ Dimensional Limitation Plan table to include a 15 foot setback from a river channel in the Golf Maintenance/Employee Housing site
- Revise Section 4 Housing Requirements section to broaden the types of housing strategies to accommodate workforce housing in the GMEH site

EXISTING CONDITIONS AND RESORT HISTORY

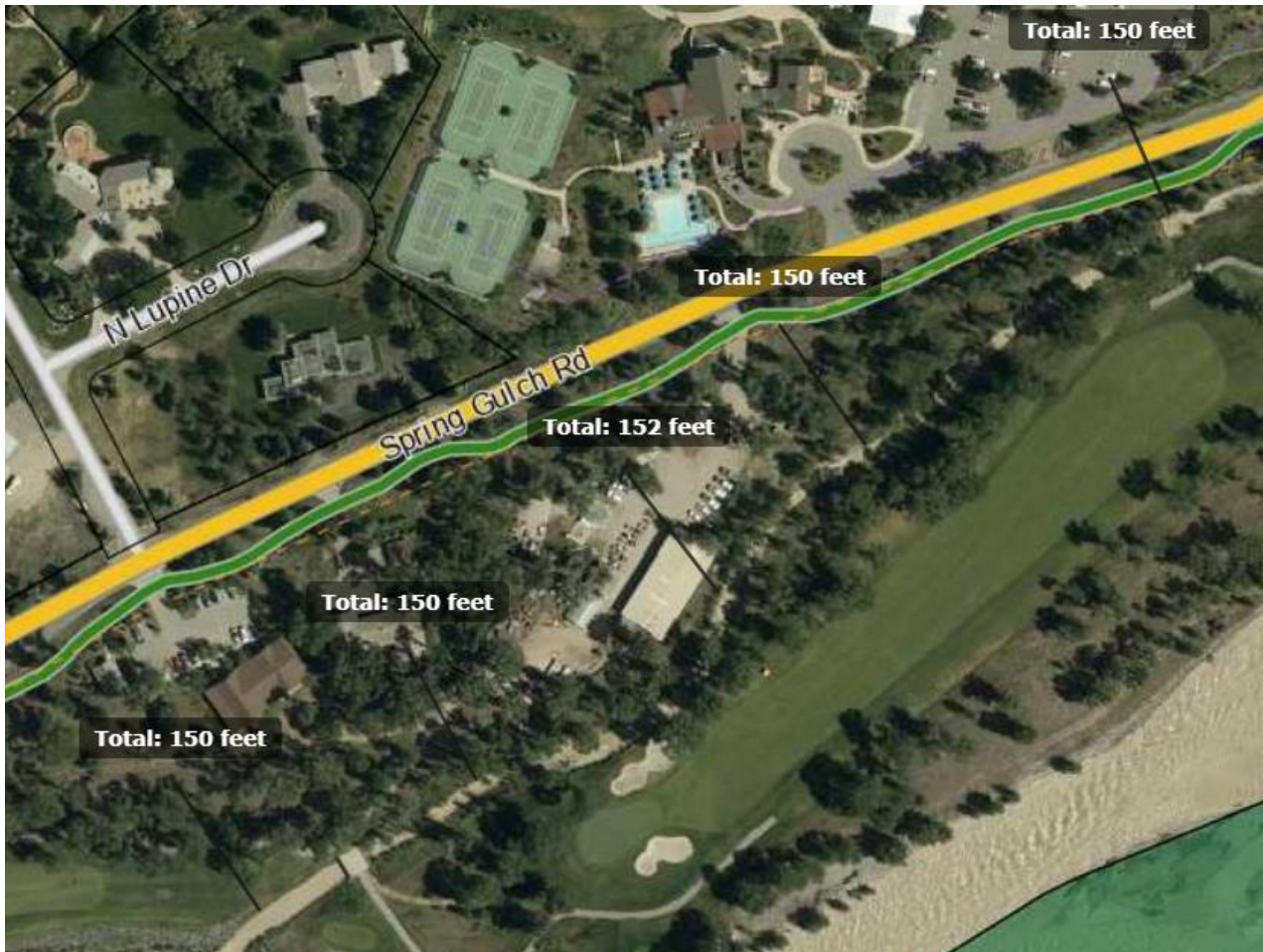
The subject property, owned by Vail Resorts, Jackson Hole Golf and Tennis Club Inc., is part of a Planned Resort located on Spring Gulch Road containing residential and recreational uses. The Golf Maintenance/Employee Housing Area (GMEH), identified in the Master Plan, is located on Lot 49 on the east side of Spring Gulch Rd. The site contains

previously approved employee housing and maintenance structures. Today, the GMEH grounds consist of the Golf Maintenance Building, Equipment Yard, Manager's Residence, Employee Housing Dormitory, a Maintenance Out-Building, Potable Water Well Building, Trash/Recycling Enclosure, FAA Monitoring Tower, LVE Overhead Powerline Infrastructure, multiple potable water well heads and two-track roads for interior circulation between all aforementioned structures. In addition to the existing structures, the previously approved JHGTC Resort Master Site Plan Overview depicts and shows allowances for a 3,000 s.f. Administrative Building and an additional 8,000 s.f. Maintenance Building to be located within the GMEH site.

In December 1997, the Grand Teton Lodge Company, was granted approval for a text amendment, initiating the Master Plan process, subject to the regulations at the time. PUD1998-0001 was approved establishing a Planned Unit Development for Planned Resort. JHGT became a new resort district through a zoning map amendment, September 2002 as AMD2002-0003. The Proposed Site Plan Overview of the amended Master Plan revealed a location for future employee housing identified as Golf Maintenance/Employee Housing. JHGT received permit number DEV2003-0014, for the development of permanent employee housing located within the identified GMEH. On February 2, 2010, JHGT received Final Plat approval for affordable housing units to be located on the east side of Spring Gulch Rd. As part of the review process prior to Final Plat approval for the affordable units, an Environmental Analysis (EVA2008-0007) was approved.

An Environmental Analysis (EVA2017-0033) was completed in March 2018 focusing on the Golf Maintenance/Employee Housing site and its immediate vicinity and focused on permanent employee housing units. EVA2017-0033 was an update of the proceeding EVA2016-0022 that focused on the same area, but as a seasonal housing use. EVA2016-0022 contains existing natural resource conditions at length including, but not limited to: Soils, Surface Hydrology, Wetlands, Vegetative Cover-types, Wildlife, and Endangered Species. EVA2017-0033 included an update of the habitat inventory and a development impact analysis. The environmental analysis included review of a remnant river channel formerly considered a ditch that is discussed below and in the Key Issues section of this staff report.

The current uses on the 6.3 acre site are golf course maintenance and employee housing, and the site contains related structures for both uses. Additional site development includes gravel parking and staging areas, wash stations, fuel tanks and a public pathway. The site represents developed woodlands with numerous overstory cottonwood trees. The subject property contains three separate accesses from Spring Gulch Road. To the rear or east of the site is a remnant river channel. All existing uses and physical development are considered conforming with the exception of physical development encroachment into the 150 foot river setback. When the GMEH site was developed it was considered conforming because the river channel was identified as a ditch, only requiring a 15 foot setback. Historically, all development along the channel was setback only 15 feet including the workforce housing northeast of the GMEH area. The recent Environmental Analysis determined that the ditch is a side channel of the Gros Ventre River, and as a result, most development in the GMEH area is non-conforming as illustrated in the map below. The PUD amendment application proposes an alternative setback to address this non-conformity.

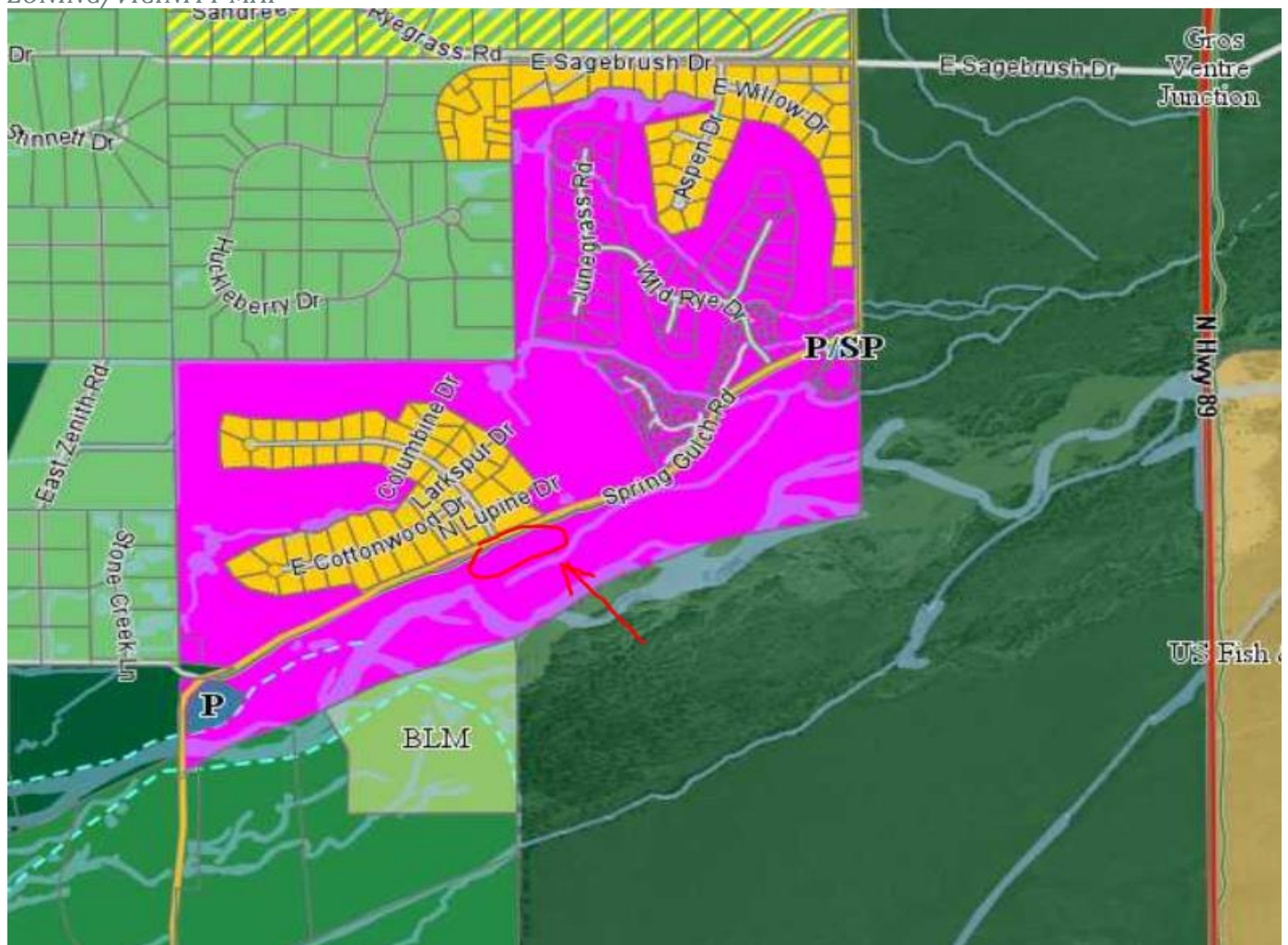


LOCATION

The subject property is located at 5000 N. Spring Gulch Rd, generally located on the east side of Spring Gulch Road, approximately 1 mile south of the East Sage Brush Drive intersection.

Legal Description: SEC. 34, TWP. 42N, RNG. 116W
PIDN: 22-42-16-27-4-15-001
Site Size: 6.3 acres
Character District: 9: County Valley
Subarea: 9.1 Jackson Hole Golf and Tennis
Zone: Planned Resort (PR)
Overlay: Natural Resources Overlay (NRO)

ZONING/VICINITY MAP



Proposed Lot Summary

- 43 Single Family Lots
- Reserved for Development- 40 Cabin Lots
- Utility Lot
- Exaction Parcel/Recreation
- Fire Station Lot
- Reserved for Development- 22 Affordable Housing Units
- Road Lot
- Golf Course Lot

LOT 51
Road Lot

LOT 48
Cabin Site
8.37 Acres

LOT 49
Cabin Site
2.53 Acres

LOT 50
Cabin Site
1.71 Acres

LOT 46
Fire Station
0.9 Acres

LOT 47
Affordable Housing
2.7 Acres

Private Trail Easement

County/Public Trail

Proposed Clubhouse, Tennis and Pool Facilities

Golf Maintenance/Employee Housing

LOT 44
Utility Lot
1.2 Acres

LOT 45
Exaction Parcel
3.12 Acres

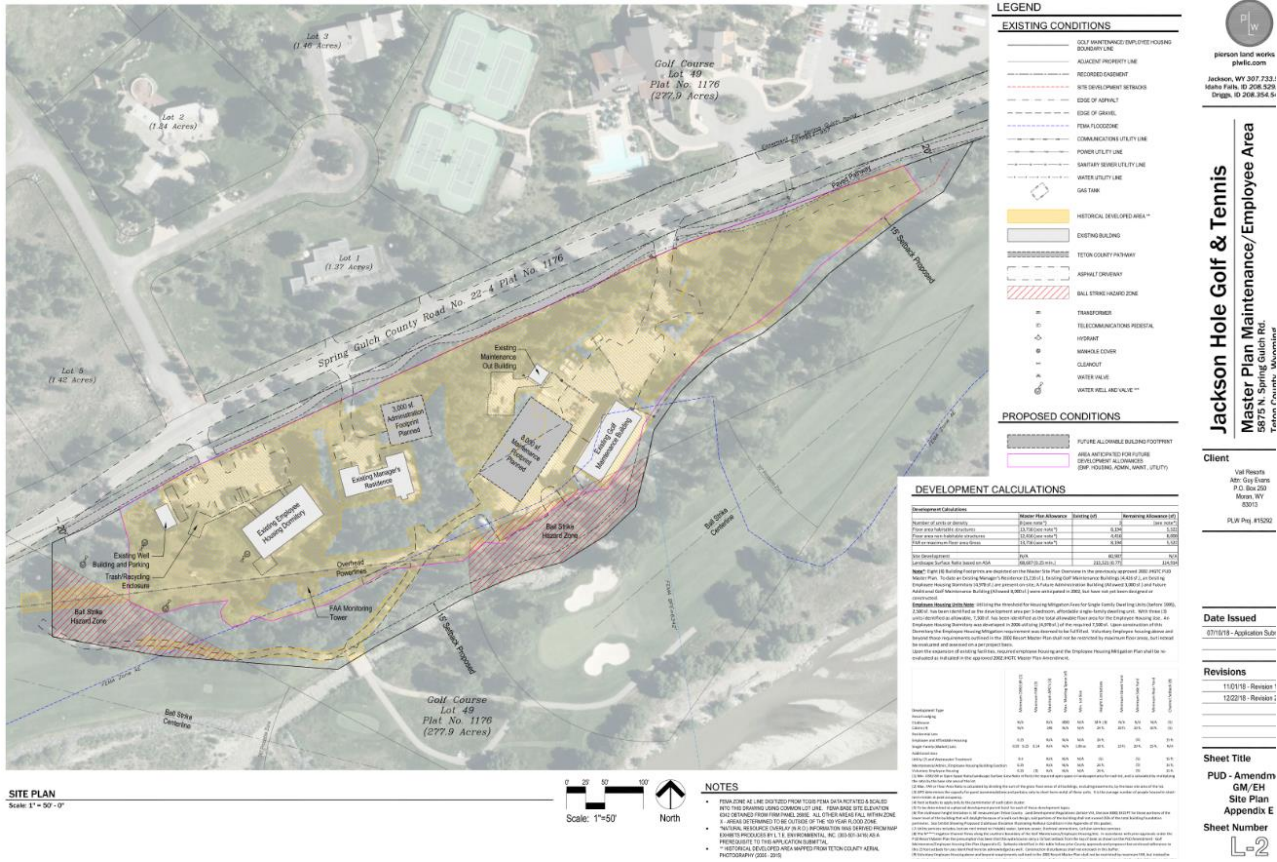
LOT 52
Golf Course

LOT 46 and 47
Fire Station and Affordable Housing Lots

Proposed Master Site Plan (Overview)
Jackson Hole Golf & Tennis Club

MAPS TO ACCOMPANY APPLICATIONS
JACKSON HOLE GOLF AND TENNIS CLUB
AMENDMENT TO MASTER PLAN FOR FID DISTRICT FOR PLANNED RESORT
(SKETCH PLAN FOR FID DISTRICT FOR PLANNED RESORT)
AMENDMENT TO OFFICIAL ZONING DISTRICT MAP
LOCATED WITHIN THE
SECTION 27
T4N 12S R6E W12 SW COR OF SECTION 34
TETON COUNTY, MONTANA
MAP 5 OF 9
PROPOSED MASTER SITE PLAN (OVERVIEW)

PROPOSED MASTER PLAN MAINTENANCE/EMPLOYEE SITE PLAN (APPENDIX E)



STAFF ANALYSIS

PUD2018-0001 Planned Unit Development to amend a master plan

The application to amend the Master Plan contains four (4) sections proposed to be modified. The stated purpose of the application is to further define the physical area and use standards associated with the Golf Maintenance/Employee Housing site identified within the previously approved PUD for JHGTC, the subject property of this application. Staff has identified Key Issues in this section of the report.

The first amendment is to replace the current artist's rendering of the GMEH area with a site plan map of the 6.3 acre area to be identified in the Master Plan as *Golf Maintenance/Employee Housing Site Plan*. As depicted above, the Current Master Plan Map or artist's rendering includes the entire Resort with a small enlargement of the GMEH area and does not closely depict or define the GMEH area. The proposed GMEH area identifies a specific 6.3 acre area and includes existing and planned structures, disturbed areas, infrastructure, access points, golf ball strike hazard zones and utilities. This application proposes to create a physical boundary shaped by Spring Gulch Road's easement to the north, golf course playable zones to the west and southwest and the remnant river channel to the south and southeast. The Site Plan also identifies the proposed 15 foot channel setback discussed below. In addition the Site Plan was used to demonstrate the Natural Resources Overlay in the 2017 Environmental Analysis (EVA2017-0033) submitted with this application. The Site Plan represents an improvement over the current Master Plan artist's rendering as it includes greater specificity.

The second amendment is to revise the Use Program/Dimensional Limitation Plan table to include Cellular wireless services to the list of uses and identify dimensional limitations. The application contains the following statement: *The applicant proposes to add cellular, wireless telephone utilities to this list of utility services as this technology was not anticipated previously in 2002. Over time, this technology was found to be necessary and infrastructure now exists in the clubhouse structure. Any modification or addition to this utility service would also need to be designed and permitted with Teton County in accordance with the LDRs. This proposed service is listed in the updated Use Program/Dimensional Limitation Plan table in the General Information Section of this document and is proposed to replace the 2002 PUD Master Plan's Dimensional Limitation Plan table as described in the following section.*

Development Type	Minimum OSR/LSR (1)		Maximum FAR (2)	Maximum APO's (3)	Max. Meeting Space (sf)	Min. Lot Size	Height Limitations	Minimum Street Yard	Minimum Side Yard	Minimum Rear Yard	Channel Setback (8)
Resort Lodging											
Clubhouse	N/A			N/A	4000	N/A	34 ft. (6)	N/A	N/A	N/A	(5)
Cabins (4)	N/A			240	N/A	N/A	24 ft.	20 ft.	10 ft.	10 ft.	(5)
Residential Lots											
Employee and Affordable Housing	0.25			N/A	N/A	N/A	24 ft.		(5)		15 ft.
Single-Family (Market) Lots	0.59	0.25	0.14	N/A	N/A	1.00 ac	18 ft.	25 ft.	20 ft.	25 ft.	N/A
Additional Uses											
Utility (7) and Wastewater Treatment	0.4			N/A	N/A	N/A	(5)		(5)		15 ft.
Maintenance/Admin./Employee Housing Building Exaction	0.25			N/A	N/A	N/A	24 ft.		(5)		15 ft.
Voluntary Employee Housing	0.25		(9)	N/A	N/A	N/A	24 ft.		(5)		15 ft.

(1) Min. OSR/LSR or Open Space Ratio/Landscape Surface Area Ratio reflects the required open space or landscaped area for each lot, and is calculated by multiplying the ratio by the base site area of the lot.

(2) Max. FAR or Floor Area Ratio is calculated by dividing the sum of the gross floor areas of all buildings, excluding basements, by the base site area of the lot.

(3) APO determines the capacity for guest accommodations and pertains only to short-term rental of these units. It is the average number of people housed in short-term rentals at peak occupancy.

(4) Yard setbacks to apply only to the perimeter of each cabin cluster.

(5) To be determined at a physical development permit level for each of these development types.

(6) The clubhouse height limitation is 34' measured per Teton County. Land Development Regulations (Article VIII, Division 8300) EXCEPT for those portions of the lower level of the building that will daylight because of a walk out design; said portions of the building shall not exceed 25% of the total building foundation perimeter. See Exhibit Showing Proposed Clubhouse Elevation Illustrating Walkout Condition in the Appendix of this packet.

(7) Utility services includes, but are not limited to: Potable water, Sanitary sewer, Electrical connections, Cellular-wireless services.

(8) The N**** Irrigation Channel flows along the southern boundary of the Golf Maintenance/Employee Housing Site. In accordance with prior approvals under the PUD Resort Master Plan the presumption has been that this watercourse carry a 15 foot setback from the top of bank as shown on the PUD Amendment - Golf Maintenance/Employee Housing Site Plan (Appendix E). Setbacks identified in this table follow prior County approvals and proposes that continued adherence to this 15 foot setback for uses identified here be acknowledged as well. Construction disturbances shall not encroach in this buffer.

(9) Voluntary Employee Housing above and beyond requirements outlined in the 2002 Resort Master Plan shall not be restricted by maximum FAR, but instead be evaluated and assessed on a per project basis. Voluntary Employee Housing projects shall require physical development permits in which updated Employee Housing Calculations shall be provided.

The changes to the Master Plan's Dimensional Limitation Plan table will establish a clear allowance for cellular services uses. The Master Plan amendment adopts Teton County Wireless Communication Facilities LDRs by reference.

The third amendment proposes to revise the Use Program/Dimensional Limitation Plan table to include a 15 foot setback from a river channel in the Golf Maintenance/Employee Housing site. A Gros Ventre River channel originates at an upstream diversion point on the Gros Ventre River north of Highway 89 and flows seasonally (May through October) through the rear or eastern side of the site. The named channel is managed like a ditch. It has numerous diversions and in channel control structures but its fluvial geomorphology resembles that of a stream or side channel. The recent EA (EVA2017-0033) and previous EAs and the associated physical development reviews considered the Channel a ditch. This includes the Golf and Tennis Affordable Housing Condominium project (S/D2009-0015). In past assessments and plans for the GMEH Area by Biota (1995, 2002, 2008), Pioneer Environmental Services (2011), Jorgensen Associates P.C. (2016), and Pierson Land Works, LLC (2016) the Channel was considered to be an irrigation ditch, rather than a side channel of the Gros Ventre River. During the most recent

Plan Review Committee review for EVA2017-0033, Teton Conservation District identified the waterbody as a river side channel. This identification was confirmed by the State Engineers Office. The 2016 Wetland determination by Biota Research and Consulting identified a wetland fringe in the channel as “clearly irrigation induced”. The previous maintenance and employee housing applications located improvements in compliance with the 15 foot ditch setback. If the channel is considered a river channel, then the setback is 150 feet making the existing improvements non-compliant.

The fourth amendment proposes to revise Section 4 Housing Requirements to broaden the types of housing strategies to accommodate workforce housing. Townhouse style housing units are deleted from the proposed plan and replaced with apartments, dormitories, modular units, duplexes & triplexes and accommodations for recreational or similar vehicles. All units would be available for long term rental except recreational vehicles which would be available for seasonal employees for shorter duration. JHGT had previously met all affordable and employee mitigation requirements and provides additional housing in various off site locations for employees. The proposed amendment provides housing on the site of employment promoting walking to work and reducing vehicle miles traveled. Following Planning Commission review, the applicant provided clarification on available floor area calculations. In a letter dated December 22, 2018, the applicant has proposed that all future voluntary employee housing applications be exempted from the square footage limitations in the Master Plan and be reviewed on a per project basis during physical development review. Exempting employee housing from floor area limitations is consistent with the LDRs. The existing Master Plan and proposed Site Plan are not clear on whether square footage limitations apply to housing, maintenance or administrative uses. In addition they are not clear on whether square footage limitations apply to housing mitigation or future voluntary housing. The December 22, 2018 letter and Site Plan, Appendix E now clearly address square footage allowances, existing and remaining. The amendments to the Master Plan and Site Plan will now contain the same table and notes identified below.

Updated Development Program including Voluntary Housing Allowances:

Development Calculations			
	Master Plan Allowance	Existing (sf)	Remaining Allowance (sf)
Number of units or density	8 (see note*)	3	(see note*)
Floor area habitable structures	13,716 (see note*)	8,194	5,522
Floor area non-habitable structures	12,416 (see note*)	4,416	8,000
FAR or maximum floor area Gross	13,716 (see note*)	8,194	5,522
Site Development	N/A	60,907	N/A
Landscape Surface Ratio based on ASA	68,607 (0.25 min.)	213,521 (0.77)	114,914

Note*: Eight (8) Building Footprints are depicted on the Master Site Plan Overview in the previously approved 2002 JHGTC PUD Master Plan. To date an Existing Manager's Residence (3,216 sf.), Existing Golf Maintenance Buildings (4,416 sf.), an Existing Employee Housing Dormitory (4,978 sf.) are present on-site; A Future Administration Building (Allowed 3,000 sf.) and Future Additional Golf Maintenance Building (Allowed 8,000 sf.) were anticipated in 2002, but have not yet been designed or constructed.

Employee Housing Units Note: Utilizing the threshold for Housing Mitigation Fees for Single Family Dwelling Units (before 1995), 2,500 sf. has been identified as the development area per 3-bedroom, affordable single-family dwelling unit. With three (3) units identified as allowable, 7,500 sf. has been identified as the total allowable floor area for the Employee Housing Use. An Employee Housing Dormitory was developed in 2006 utilizing (4,978 sf.) of the required 7,500 sf. Upon construction of this Dormitory the Employee Housing Mitigation requirement was deemed to be fulfilled. Voluntary Employee housing above and beyond those requirements outlined in the 2002 Resort Master Plan shall not be restricted by maximum floor areas, but instead be evaluated and assessed on a per project basis.

Upon the expansion of existing facilities, required employee housing and the Employee Housing Mitigation Plan shall be re-evaluated as indicated in the approved 2002 JHGTC Master Plan Amendment.

The Planning Director notes that the current Master Plan contains strikeouts and additions from the 2002 approval. A condition is recommended to require a clean final updated Master Plan be provided and approved by the Planning

Director and the Teton County Attorney's Office, as part of this master plan amendment which would be referenced in a recorded document or affidavit of the Planning Director.

RECOMMENDED REVIEW FORMAT

Staff recommends the following format for the Board of County Commissioner's review of the proposed amendment. This format has been successfully used to review previous amendments to the Land Development Regulations (LDRs) and Master Plans that include many different components and will assist to efficiently review this application.

1. *Staff Presentation.* Staff will not go through each of the amendment sections, but will highlight the general categories of the amendments and discuss the key issues identified below.
2. *Applicant Presentation.* The applicant will have an opportunity to identify the rationale and need for the amendments.
3. *Public Comment.* As with all public hearings, the Chair will invite public comment on the proposal. Once public comment is closed, Staff or the applicant will answer any additional questions that arise during public comment.
4. *Identify the Amendments to Discuss.* In the Key Issues section below, Staff has described one issue for the Board of County Commissioners to discuss. Beyond the issue, Staff recommends Commissioners each identify the issues they would like to discuss, consenting to any issue or amendment not discussed as part of the Commissioner's approval.
5. *Straw Poll Discussion Items.* Staff recommends the Board of County Commissioners then discuss each of the amendments identified and take a straw poll whether to include, include with modifications, or remove the amendment from the approval motion.
6. *Motion.* Once all of the discussion items have been straw polled, staff recommends the Board of County Commissioners make a motion to approve the application subject to the straw polls.

Standards applying to all planned resorts, LDR Section 4.3.1.F of the LDRs.

1. **Consistency with Comprehensive Plan-** See 8.7.3.D.1. Findings below
2. **Compliance with LDRs-** The amendment proposes changes to uses and setbacks in the GMEH area. Where the Resort Master Plan is silent, the standards of the current zone most similar to the Planned Resort shall apply.
3. **Statement of Purpose-** No Change
4. **Master Site Plan-** A master site plan specific to the GMEH area is proposed. The application proposes to replace the current artist's rendering of the GMEH area with a site plan map of the 6.3 acre area to be identified in the Master Plan as *Golf Maintenance/Employee Housing Site Plan*.
5. **Dimensional Limitation Plan-** The Dimensional Limitation Plan proposes to define *Utility* to include cellular wireless services, provide a channel setback specific to the GMEH area and related dimensional notes.
6. **Housing Element-** A table specific to GMEH is proposed that includes a development program and development calculations. A text amendment is proposed in Section 4 *Housing Requirements* of the Master Plan. Townhouse style housing units are deleted from the proposed plan and replaced with apartments, dormitories, modular units, duplexes & triplexes and accommodations for recreational or similar vehicles.
7. **Design Element- Section 4 Design Guidelines-** No Change

- **Section 4.B.1. Landscaping-** No change to existing language that requires the GMEH area to be screened from Spring Gulch Road at a minimum of 60% of the outside building surface area within a period of 5 years.
- 8. Transportation Element-** No Change
- 9. Capital Improvements Element-** Cellular wireless communication facilities are proposed as a new use in the GMEH area. No other changes proposed to the Capital Improvements Element.
- 10. Land Use Element-** No change
- 11. Phasing Element-** No Change
- 12. Community Services Element (Optional)-** No Change
- 13. Character Element-** No Change

KEY ISSUE

KEY ISSUE 1: *Is the proposed 15 foot setback appropriate for this river channel?*

Efforts by the applicant to change the channel determination to a ditch have been unsuccessful. The final Development Impact Analysis, dated September 2018, by LT Environmental, acknowledges the Channel designation and existing and proposed encroachment on the river setback of the Gros Ventre River. The analysis identifies variances or master plan amendments to provide relief from the river setback. As part of the Master Plan amendment, the applicant has proposed to impose a 15 foot setback from the channel in the area of GMEH. Given the historic manipulation of the channel and its linear and steep sided configuration in the GMEH area, the channel appears to be a ditch. In past assessments and plans for the GMEH Area by Biota (1995, 2002, 2008), Pioneer Environmental Services (2011), Jorgensen Associates P.C. (2016), and Pierson Land Works, LLC (2016) the Channel was considered to be an irrigation ditch, rather than a side channel of the Gros Ventre River.

LDR Section 4.3.1.F.2 states, *the applicant for a Planned Resort master plan may propose, and the Board of County Commissioners may approve, alternative standards for development that are consistent with the purpose and intent of this Section. It is fully consistent with this Section that Planned Resorts may have dimensional, design, and other development standards different from those described in other sections of these LDRs due to the unique circumstances of, and community objectives for, resort development.*

In the absence of an amended master plan, variances would be required to develop or redevelop in the GMEH area. Although not proposed for amendment, the majority of the affordable housing units on Sandcherry Way, just upstream of the GMEH area, are within the 150 foot channel setback. The 150 foot setback encompasses the majority of the GMEH site. The LDRs allow a different standard for master plans and the channel has historically been considered a ditch, so the 15 foot setback may be a reasonable request. To protect the resource, Planning Staff recommends requirement of 15 foot buffer establishment as part of physical development permits impacting the 150' river channel setback. A condition has been provided to address this recommendation.

TOWN PLANNING COMMISSION AND TOWN COUNCIL REVIEW

On December 5, 2018 the Town Planning Commission heard the applicant's proposal for the Master Plan amendment. The Town Planning Commission provided the following review:

- The proposed additional year-round workforce housing will benefit the surrounding community by reducing traffic on local highways.
- The Town Planning Commission was generally supportive of the temporary workforce housing (e.g., RV camping) as a reasonable and low-impact option for seasonal workers in the summer. However, there was some concern that the RV spots could compete with private campgrounds in the town and valley.

- The maintenance/employee housing site appears to be the least impactful location for housing in the resort area from a visual perspective.
- There was no objection to the 15' setback from the river channel at issue.

The Town Council was scheduled to review the application December 17, 2018 but due to workload, postponed the meeting until January 7, 2019. Staff will provide a verbal summary of the Town Council meeting to the Board of County Commissioners on January 8, 2019.

COUNTY PLANNING COMMISSION REVIEW AND PLANNING DIRECTOR'S ANALYSIS

On December 3, 2018 the Teton County Planning Commission heard the applicant's proposal for the PUD application as presented by Planning Staff. Alex Klein and Robert Infanger representing the applicant, presented Vail Resorts employee housing history, housing needs, methods and goals and use history of the GMEH area. The Planning Commission asked questions of Planning Staff and the applicant about floor area limitations, use of RV for seasonal housing, screening vegetative vs. habitat vegetation and cellular utilities. Eight members of the public spoke in opposition to the Master Plan amendment, primarily the use of RVs for seasonal housing. The Planning Commission focused their review on cellular utilities, employee housing types, floor area limitations and vegetative screening. The Planning Commission accepted the Planning Director's findings in the staff report and voted unanimously to recommend approval of the PUD with the Planning Director's conditions 1 through 5 and adding four (4) more conditions as follows:

1. Add increased specificity to the site plan and have a specific cap of 2,522 s.f. of habitable floor area for employee housing in the 6.3 acres.
2. New cell towers shall be prohibited except for an allowance for repair and replacement of existing towers.
3. The GMEH area of the Master Plan shall be governed by a 15' setback from a channel.
4. Allow a change to the types of employee housing to permit townhouse units, apartments, dormitories, modular units, duplexes and triplexes, as well as for recreational vehicles on RV pads, the later capped at 6, requiring a CUP, and shall carry a requirement of 60% street frontage screening with non-wildlife attracting vegetation species.

Commissioner Gill was absent.

The Planning Director provides the following review of the Planning Commission's recommendation:

1. *Add increased specificity to the site plan and have a specific cap of 2522 s.f. of habitual floor area for employee housing in the 6.3 acres:*

The applicant has provided letters of clarification dated December 17 & 22, 2018. The clarification includes revising the Dimensional Limitation Plan and the Site Plan to provide more specificity. In addition the letter proposes that all future voluntary employee housing applications be exempted from the square footage limitations in the Master Plan. Additional review is provided in Staff Analysis above. The Planning Director concurs with the Planning Commission condition for more specificity in the Master Plan but does not agree with limiting the floor area for voluntary housing.

2. *Cell towers shall be prohibited except for an allowance for repair and replacement of existing towers:*

Planning Staff requested a review of this condition by Cityscape Consultants, Inc. Cityscape recommended that the County not prohibit cellular utilities for the following reasons:

- i. If there is one existing cellular antenna, FCC regulation 47 USC 332(c)(7) requires the County to treat all wireless providers equally; meaning you can't allow one and not allow others.
- ii. If there are public ROWs, then new FCC rules prohibit local government from excluding "small wireless facilities" from public ROWs and limit your review and financial compensation for use of same.

For these reasons, the Planning Director does not support Planning Commission condition 2.

3. *The GMEH area of the Master Plan shall be governed by a 15' setback from the designated Gros Ventre River channel:*

- a. The Planning Director supports Planning Commission condition 3, including the requirement for native vegetation establishment recommended in Condition 6.

4. *Allowance to change the type of housing to allow for townhouse units, apartments, dormitories, modular units, duplexes and triplexes, as well as for recreational vehicles on RV pads, the later capped at 6, pursuant to a CUP, and shall carry a requirement of 60% street frontage screening of with non-wildlife attracting vegetation species:*

The Planning Director supports Planning Commission identification of housing types, a cap on RV pads, public review of physical development plans and vegetative screening.

- I. The housing types recommended by the Planning Commission are requested in the application, with the exception of townhouses. The application proposes to delete townhouses as they are a style not a type of residential structure. The types of housing proposed in the application could be townhouse style, so there is no need for a condition.
- II. Because there is no regulation restricting the number of camping units, Planning Staff is unable to recommend a cap. All uses in the GMEH are limited to a Landscape Surface Area (LSA) of .25 or in the GMEH area approximately 1.57 acres. It is the Planning Director's recommendation that all uses in the GMEH area be limited to the inverse of the LSA as in the current Master Plan and application. The landscape surface ratio of .25 is a current standard in LDR Section 4.3.5. A separate condition is not necessary.
- III. A major portion of this PUD Amendment is to identify locations for future uses. To additionally require another use permit is redundant. If the Board wishes to impose public review on some or all applications in the GMEH area, those applications should be physical development permits such as Development Plans related to the physical development of housing.
- IV. The Master Plan requires that the employee housing complex be screened from Spring Gulch Road at a minimum of 60% of the outside building surface area within a period of five years. This requirement is not proposed for amendment. The Planning Director recognizes that there is not a requirement in the LDRs or the Master Plan to screen for RVs, so a condition has been provided to address this omission.

STAKEHOLDER ANALYSIS

DEPARTMENTAL REVIEWS

The application was sent to the following departments and agencies for review.

- County Engineer- No response
- Affordable Housing Department- No response

- Teton Conservation District- Comment Attached
- Fire/EMS Comment- Comment Attached
- Teton County Road and Levee- Comment Attached
- Pathways- Comment Attached
- County Surveyor- Comment Attached
- Wyoming State Engineers Office – Hydrographer- Comment Attached
- Wyoming Game and Fish- No response
- Flood Plain Administrator- No response
- Applicants response to PRC- Comment Attached

PUBLIC COMMENT

The applicant advertised and held a community meeting May 8, 2017. Notice of hearings was distributed to all property owners within 800 feet of the Resort on October 12, 2018 and posted at the entrance to the Resort on November 30, 2018. As of the publishing date of this report 36 comments have been received and are attached. Any additional comment received prior to the meeting date and not received by the Board of County Commissioners will be provided in hard copy to the Board of County Commissioners and the public at the meeting on January 8, 2019.

LEGAL REVIEW

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RECOMMENDATIONS

PLANNING DIRECTOR RECOMMENDATION

The Planning Director recommends **approval** of **PUD2018-0001** to amend the Jackson Hole Golf and Tennis Master Plan Planned Unit Development in accord with Sections 8.7.3 of the Teton County Land Development Regulations, based upon the application dated July 11, 2018 and revised November 1, 2018 and December 17 and 22, 2018, being able to make all five (5) findings for approval under Section 8.7.3.D. including all nine (9) findings under Section 4.3.1.D., which have been satisfied and met with seven (7) conditions of approval as follows:

1. All past and current approved conditions shall be incorporated in the associated sections of the Master Plan, or in an appendix to the Master Plan, with final hard and electronic copies provided to the Planning Department no later than forty-five (45) days after approval by the Board. Subject to approval by the Teton County Planning Director and the Teton County Attorney's Office, the final Master Plan and Appendix or Affidavit of the Planning Director which references the final Master Plan shall be recorded in the Office of the Teton County, Wyoming Clerk within ninety (90) days of Board approval.
2. Bear proof trash containers shall be installed and Jackson Hole Golf and Tennis shall provide education and information materials to its employees and other residents about wildlife feeding, proper storage of food, garbage, pet food and other bear attractants. Jackson Hole Golf and Tennis shall implement this condition as part of employee regulations.
3. Pets shall be leashed at all times. Jackson Hole Golf and Tennis shall implement this condition as part of employee regulations.
4. Mitigation plantings shall be located in the Gros Ventre River riparian zone no closer to the site than the southeast side of the remnant river channel, as depicted in figure 5 of the Development Impact Analysis, September 2018, produced by LT Environmental. Shrub mitigation plantings shall consist of shrub species preferred by ungulates and not berry producing shrub species.

5. At or prior to submittal of any Grading and Erosion Control Permit(s), a Final Mitigation Plan shall be submitted, subject to review and approval by the Planning Director. The Final Mitigation Plan shall provide actual impact and mitigation amounts with specific locations. Pursuant to the LDRs, the Final Mitigation Plan shall include (but may not be limited to) species specific plantings, a monitoring plan and remedial measures to ensure mitigation project success. In addition, prior to issuance of any Grading and Erosion Control Permits, a cost estimate and surety for mitigation implementation is required.
6. All future physical development impacting the original 150' river channel setback, shall establish the 15 foot setback in native vegetation. Establishment shall consider existing native vegetation and channel maintenance and until such time as the 15 foot setback is fully vegetated.
7. Development Permits (DEV) shall be required for all employee housing in the GMEH area. At or prior to submittal of any DEV in the GMEH area, a vegetative screening plan shall be submitted, meeting the requirements of Master Plan Design Guidelines B.1., subject to review and approval by the Planning Director. Master Plan Section Design Guidelines B.1 shall be amended to include screening for RVs. The total continuous length of all RV pads times a height of 24 feet shall be screened from Spring Gulch Road at a minimum of 60% within a period of five years of from the date of approval. Master Plan Section Design Guidelines B.1 shall be amended to restrict vegetative screening to non-wildlife attracting vegetation species.

Pursuant to Section 8.7.3.D. of the LDRs, in deciding to adopt, deny or amend a planned unit development, the Board of County Commissioners shall consider the following five (5) findings for approval:

1. *The extent to which the PUD enhances the implementation of the desired future character for the land of the proposal:*

Can Be Made as conditioned. While the location of the GMEH area is very close to a transition area between River Bottom and County Valley, the proposed amendment does not impact iconic vistas, agriculture or open spaces associated with County Valley. This is accomplished through clustering and location in a designated maintenance and employee housing area. This Character District describes providing and preserving workforce housing which this application demonstrates by proposing housing for employees of JHGT. Creating workforce housing on site will reduce employee commuter trips, potentially reducing wildlife vehicle collisions on Spring Gulch Rd. and Highway 89, the 2 main scenic arterial roads in the District.

Subarea 9.1: Jackson Hole Golf and Tennis



*Conservation
Form*

This CONSERVATION Subarea in the elbow between the Snake and Gros Ventre Rivers is characterized by medium to low density resort development and housing historically occupied by the workforce. The existing development is visually buffered from North Highway 89 by Grand Teton National Park, but is very important for wildlife movement between the two rivers. The future character of this subarea should be more natural than it is today while respecting existing property rights. Redevelopment projects should be encouraged to restore natural landforms and vegetation and should be designed to increase wildlife permeability if incentives to reduce density are not successful. New development should implement wildlife friendly design best practices if non-development conservation cannot be accomplished. The workforce housing character of the areas of older development should be preserved to the extent possible. The Jackson Hole Golf and Tennis Planned Resort should not expand in footprint or entitlements, but provision of locally oriented services within the existing allowed floor area would benefit the residents of the area and is encouraged. An additional amenity to the subarea could be START service as part of a route from Town to the airport.

Character District 9: Policy Objectives

1.1.c: Design for wildlife permeability. The proposal is for allowing different types of employee housing, cellular towers and a reduced river setback in a 6.3 acre previously disturbed area of the Resort. The site utilizes existing developed areas and clusters the maintenance, housing and cell tower near existing structures to minimize wildlife impacts. The September 29, 2003 Staff report for the original employee housing application (DEV2003-0014), stated that according to the EA done at that time, *“the area has been disturbed by previous development activity and is, therefore, suitable for development due to its degraded state. For this reason, the County agreed to allow development of employee housing in a limited area.”* An Environmental Analysis (EVA2017-0033) was completed in March 2018 focusing on the Golf Maintenance/Employee Housing site and its immediate vicinity and focused on permanent employee housing units. EVA2017-0033 was preceded by EVA2016-0022 that focused on the same area but for a seasonal housing use. The EA states that the NRO boundary is inaccurate due to 67% of the NRO containing existing development and poor quality habitat. Wyoming Game and Fish Department (WGF) provided a review of the EA dated April 19, 2017 stating, *“Therefore, we expect development of 0.17 acres of mesic cottonwood habitat adjacent to an existing disturbed area to have very minimal impacts on moose.”*

1.3.a: Maintain natural skylines. This policy is not applicable.

1.3.b: Maintain expansive hillside and foreground vistas. The subject property is not within the Scenic Resource Overlay (SRO) however the JHGT Master Plan requires a visual resources analysis. The Master Plan Amendment proposes uses in a small, compact area of the resort to minimize disturbance of any open space. Additionally the proposed housing will be required to screen physical development with vegetation to preserve views from Spring Gulch Rd.

1.3.c: Maintain natural landforms. The proposal is for uses in mostly previously disturbed areas with no significant change of grade proposed to the level landform.

1.4.b: Conserve agricultural lands and agriculture. This policy is not applicable because there is no existing agriculture use on the site.

1.4.c: Encourage rural development to include quality open space. This policy is not applicable because the amendment does not represent rural development as the site is part of a resort and is partially developed and clustered in an existing maintenance and housing area.

3.1.b: Direct development toward suitable Complete Neighborhood subareas. The proposed project is for seasonal employee housing with no permanent structures and therefore does not represent typical development.

3.1.c: Maintain rural character outside of Complete Neighborhoods. The proposed amendment will not impact rural character because it represents only workforce housing and cellular communications concentrated in an existing resort.

5.3.b: Preserve existing workforce housing stock. This amendment enhances workforce housing stock by providing additional housing options at the location of employment.

7.2.d: Complete key Transportation Network Projects to improve connectivity. While the proposed amendment does not include a transportation project, having workforce housing at the location of employment should reduce vehicle trips and potentially reduce wildlife vehicle collisions.

7.3.b: Reduce wildlife and natural and scenic resource transportation impacts. The proposed project represents an opportunity to reduce transportation impacts and wildlife vehicle collisions by providing housing at the place of employment.

2. The findings for the applicable PUD option found in Article 4:

Can Be Made. Pursuant to Section 4.3.1.D., a Planned Resort Master Plan shall be approved only if all of the following findings are made:

1. **Consistency with the Comprehensive Plan.** *The Planned Resort Master Plan is consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.*
Complies as conditioned. See the discussion Findings for Approval of a PUD Amendment, above.
2. **Consistency with Purpose and Intent.** *The Planned Resort Master Plan is substantially consistent with the purpose and intent of this Section, as set forth in 4.3.1.A;*
 1. *Encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have a long-standing, beneficial role in the community; and*
Not applicable. The purpose of the proposed amendment does not impact the recreational activities associated with the existing resort.
 2. *Provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences; and*
Not applicable. The proposed amendment does not propose changes to the recreational resort facilities.
 3. *Create a process in which Teton County and the Town of Jackson collaborate with landowners in planning and designing resort master plans that meet community goals and respond to the unique circumstances of the Resort area; and*
Complies. The proposed amendment process includes collaboration with neighbors via a neighborhood meeting and neighbor notices sent to all property owners within 800 ft. In addition, there is collaboration with the Town of Jackson. As required, this amendment will be taken before the Town Planning Commission on December 5, 2018 and the Town Council on December 17, 2018 for review.
 4. *Permit resort development that contributes to expanding the winter and shoulder economic seasons; and*
Not applicable. Jackson Hole Golf and Tennis is primarily a summer resort.
 5. *Ensure that resort plans incorporate a mix of land uses, promote alternative modes of transportation, and provide a pedestrian-oriented community in order to alleviate traffic-related impacts; and*
Complies. The proposed amendment provides housing on the site of employment, promoting walking to work and reducing vehicle miles.
 6. *Ensure resort plans are consistent with the Comprehensive Plan, and therefore, are beneficial to the community; and*
Complies. As described in the Relationship to Character District section above, the current amendment proposal is consistent with the Comprehensive Plan goals for Character District 9, Jackson Hole Golf and Tennis Resort.
 7. *Enable long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area; and*
Not applicable. The previously approved Master Plan identifies and locates the Golf Maintenance/Employee Housing Site with capacity for expansions.
 8. *Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character; and*
Not applicable. The proposed amendment has no impact on social diversity or rural western character.
 9. *Produce resort plans that make significant contributions toward protecting attributes of the community that are considered critical to the community's long-term health, welfare, and well-being.*

Complies. The proposed amendments contribute toward protecting the attributes of the community by supporting housing near employment, providing workforce housing, allowing for a diversity of housing types, providing clarity in the Master Plan and consistency with the LDRs.

- 3. Affordable and Employee Housing.** *The Planned Resort master plan ensures a supply of affordable and employee housing that is in accordance with the requirements for housing created by development within the Planned Resort.*

Complies. The Resort has previously provided required employee and affordable housing. The proposed amendment voluntarily proposes additional seasonal employee housing.

- 4. Design Guidelines.** *The Planned Resort master plan contains design guidelines that:*

- a. Establish standards for buildings, spaces, signs, and lighting within the Planned Resort;*
- b. Promote the design concepts set forth in F.7.; and*
- c. Establish a method for consistent implementation of the guidelines.*

Not applicable. The amendment does not propose a change to the design guidelines outlined in the existing Master Plan.

- 5. Transportation Element.** *The Planned Resort master plan contains a traffic impact analysis and transportation demand management plan that:*

- a. Promote multimodal forms of transportation that are consistent with the transportation goals of the Jackson/Teton County Comprehensive Plan;*
- b. Manage the generation of resort related traffic to avoid undermining community character and endangering the public health, safety, and welfare; and*
- c. Identify an equitable cost sharing plan for transportation facilities and services.*

Not applicable. The existing Master Plan Transportation Element is not proposed to be amended.

- 6. Capital Improvements Plan.** *The Planned Resort Master Plan contains a capital improvements plan that ensures infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands.*

Complies. An existing cellular antenna located in the club house is considered obsolete as it only covers one carrier, so the applicant proposes to allow cellular utilities in the GMEH area. The proposed cellular, wireless telephone utility system additions and modifications do not exceed the capacities outlined in the Master Plan. The Master Plan amendment adopts Teton County Wireless Communication Facilities LDRs by reference. No other amendments to the Master Plan are proposed in regard to Capital Improvements.

- 7. Land Use Element.** *The Planned Resort Master Plan promotes land uses that support and maintain the character of the Resort as specified in Sec. 4.3.2 – Sec. 4.3.7.*

Complies. The only land use changes proposed are allowing varied employee housing in the Master Plan designated Employee Housing and Golf Maintenance Area, which is consistent with the Master Plan.

- 8. Phasing Plan.** *The Planned Resort master plan contains a phasing plan that ensures:*

- a. Development of the Resort, its amenities, and public facilities necessary to serve the Resort, occur in logical sequence; and*
- b. An adequate monitoring program is established for determining accomplishment of proposed remedies and mitigation measures for projected impacts on the community.*

Complies. The current Master Plan contains a phasing plan that progressed through 2006. The employee housing element allowed for additional housing that was not completed. No changes are proposed to the phasing plan.

- 8. Character Element.** *The Planned Resort master plan ensures the Resort's development will be in keeping with the community's character and the planned character for the vicinity of the Resort.*

Complies as conditioned. The plan is consistent with the desired future character of Character District as established in the Comprehensive Plan and discussed in more detail above. The proposed amendments, as recommended for approval by staff, and conditions are also consistent with the established character for the resort.

3. The applicable findings for the amendment of an existing PUD or special project found in 8.2.13.D:

Complies. The findings of 8.2.13.D. invoke the Article 4 findings for the applicable PUD option, which are made under item #2 of this section: *The findings for the applicable PUD option found in Article 4,* immediately above.

4. The findings of Sec. 8.7.1, LDR Text Amendment

Not applicable. There is no LDR text amendment associated with the proposed amendments to the Master Plan.

5. The findings of Sec. 8.7.2, Zoning Map Amendment

Not applicable. There is no zoning map amendment associated with the proposed amendments to the Master Plan.

ATTACHMENTS

- December 17 and 22, 2018 Application Response and Clarification to the Teton County Planning Commission
- Departmental Reviews
- EA Review Letter, May 3, 2018
- Public Comment
- Amended Application dated November 1, 2018 can be found on line at:
<http://developmentrecords.tetonwyo.org/Planning/StatusReference?referenceNumber=PUD2018-0001>.

SUGGESTED MOTION

I move to **APPROVE PUD2018-0001**, to amend the Jackson Hole Golf and Tennis Master Plan Planned Unit Development in accord with Sections 8.7.3, of the Teton County Land Development Regulations, based upon the application dated July 11, 2018 and revised November 1, 2018 and December 17 and 22, 2018, having fully considered the five (5) findings for approval under Section 8.7.3.D. which have been satisfied and met with seven (7) conditions of approval as follows:

1. All approved amendments and conditions shall be incorporated in the associated sections of the Master Plan, or in an appendix to the Master Plan, with final hard and electronic copies provided to the Planning Department no later than forty-five (45) days after approval by the Board. Subject to approval by the Teton County Planning Director and the Teton County Attorney's Office, the final Master Plan and Appendix or Affidavit of the Planning Director which references the final Master Plan shall be recorded in the Office of the Teton County, Wyoming Clerk within ninety (90) days of Board approval.
2. Bear proof trash containers shall be installed and Jackson Hole Golf and Tennis shall provide education and information materials to its employees and other residents about wildlife feeding, proper storage of food, garbage, pet food and other bear attractants. Jackson Hole Golf and Tennis shall implement this condition as part of employee regulations.
3. Pets shall be leashed at all times. Jackson Hole Golf and Tennis shall implement this condition as part of employee regulations.
4. Mitigation plantings shall be located in the Gros Ventre River riparian zone no closer to the site than the southeast side of the remnant river channel, as depicted in Figure 5 of the Development Impact Analysis, September 2018, produced by LT Environmental. Shrub mitigation plantings shall consist of shrub species preferred by ungulates and not berry producing shrub species.

5. At or prior to submittal of any Grading and Erosion Control Permit(s), a Final Mitigation Plan shall be submitted, subject to review and approval by the Planning Director. The Final Mitigation Plan shall provide actual impact and mitigation amounts with specific locations. Pursuant to the LDRs, the Final Mitigation Plan shall include (but may not be limited to) species specific plantings, a monitoring plan and remedial measures to ensure mitigation project success. In addition, prior to issuance of any Grading and Erosion Control Permits, a cost estimate and surety for mitigation implementation is required.
6. All future physical development impacting the original 150' river channel setback, shall establish the 15 foot setback in native vegetation. Establishment shall consider existing native vegetation and channel maintenance and until such time as the 15 foot setback is fully vegetated.
7. Development Permits (DEV) shall be required for all employee housing in the GMEH area. At or prior to submittal of any DEV in the GMEH area, a vegetative screening plan shall be submitted, meeting the requirements of Master Plan Design Guidelines B.1., subject to review and approval by the Planning Director. Master Plan Section Design Guidelines B.1 shall be amended to include screening for RVs. The total continuous length of all RV pads times a height of 24 feet shall be screened from Spring Gulch Road at a minimum of 60% within a period of five years of from the date of approval. Master Plan Section Design Guidelines B.1 shall be amended to restrict vegetative screening to non-wildlife attracting vegetation species.

ATTACHMENTS

Application Response and Clarification to the Teton County Planning Commission

WY: PO Box 2870 / 180 South Willow St., Jackson, WY 83001 // ID: 18 N Main St., Suite 305, Driggs, ID 83422 // P 307 733 2999 / F 307 733 8333

Roby Hurley
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PO Box 1727
Jackson, WY 83001
rhurley@tetoncountwy.gov
(307)-733-3959

RE: MEMO #2 - Applicant Response and Clarification to Teton County Planning Commission Public Hearing

December 22, 2018

Roby,

This memo is a follow-up to the applicant's memo sent 12/17/18 and is further clarifies questions, comments and assumptions proposed at the Teton County Planning Commission meeting held on December 10th, 2018 and further explains the applicant's intent and purpose regarding the PUD Master Plan Amendment for Jackson Hole Golf & Tennis (PUD2018-0001) regarding Voluntary Employee Housing.

It is proposed that the Golf Maintenance/Employee Housing site not be held to remaining square footage allowances for voluntary employee housing, but to re-evaluate and propose employee housing solutions and allowances on a per project basis not to exceed Open Space and Landscape Surface requirements identified in the 2002 PUD Dimensional Limitation table. Any proposed employee housing structure would be vetted through a physical development permit process in which updated calculations of employee housing requirements shall be

provided. Any proposed structure shall also adhere to standards outlined in the approved Design Guidelines section of the 2002 PUD Master Plan including visual screening.

The following tables attached to this memo reiterate this proposal. An updated Appendix E (Sheet L-2) is also attached depicting these updated tables.

Sincerely,
 Alex Klein
 Grand Teton Lodge Company aklein@gtlc.com
 Robert Infanger
 Application Agent
 robert@y2consultants.com

Updated Development Program including Voluntary Housing Allowances:

Development Calculations			
	Master Plan Allowance	Existing (sf)	Remaining Allowance (sf)
Number of units or density	8 (see note*)	3	(see note*)
Floor area habitable structures	13,716 (see note*)	8,194	5,522
Floor area non-habitable structures	12,416 (see note*)	4,416	8,000
FAR or maximum floor area Gross	13,716 (see note*)	8,194	5,522
Site Development	N/A	60,907	N/A
Landscape Surface Ratio based on ASA	68,607 (0.25 min.)	213,521 (0.77)	114,914

Note*: Eight (8) Building Footprints are depicted on the Master Site Plan Overview in the previously approved 2002 JHGTC PUD Master Plan. To date an Existing Manager's Residence (3,216 sf.), Existing Golf Maintenance Buildings (4,416 sf.), an Existing Employee Housing Dormitory (4,978 sf.) are present on-site; A Future Administration Building (Allowed 3,000 sf.) and Future Additional Golf Maintenance Building (Allowed 8,000 sf.) were anticipated in 2002, but have not yet been designed or constructed.

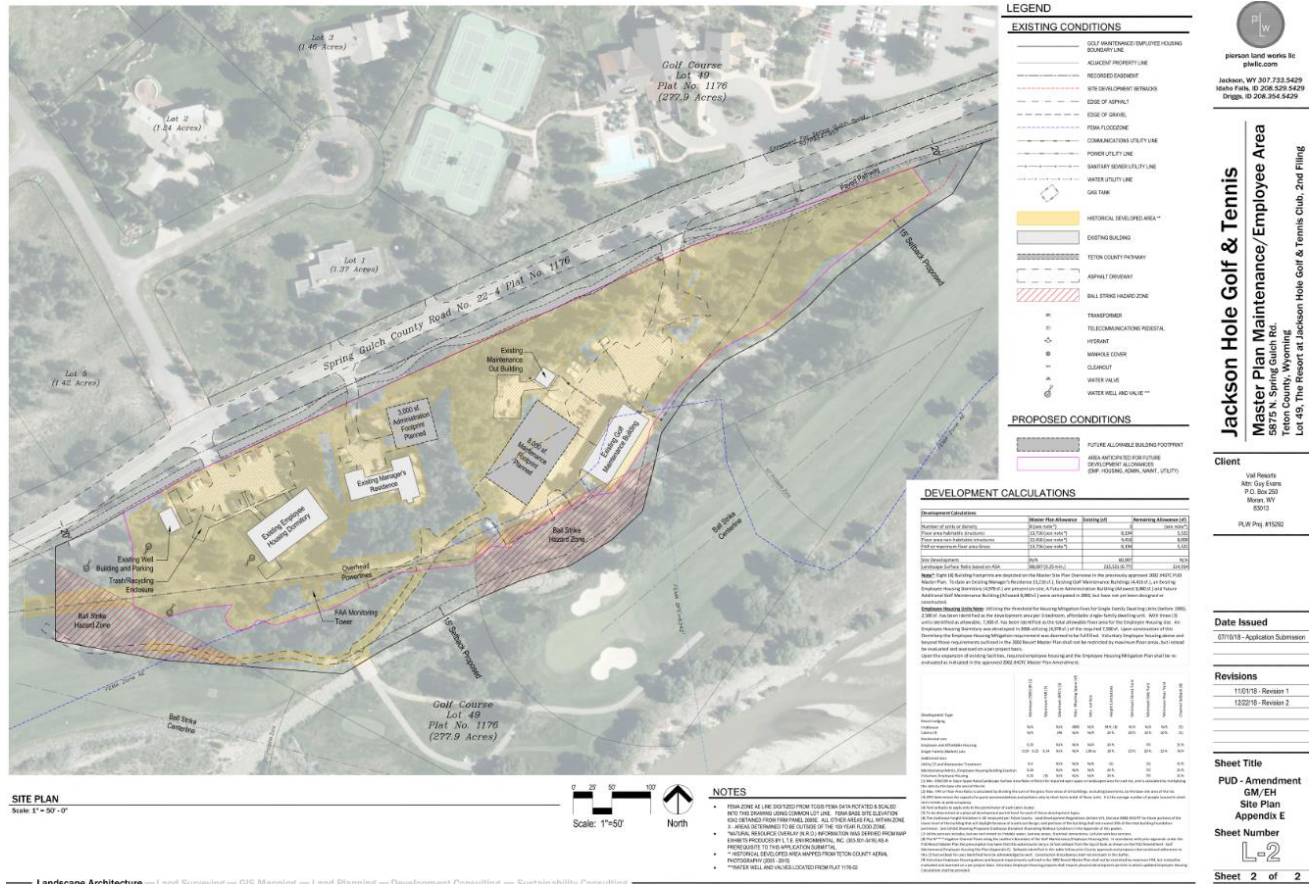
Employee Housing Units Note: Utilizing the threshold for Housing Mitigation Fees for Single Family Dwelling Units (before 1995), 2,500 sf. has been identified as the development area per 3-bedroom, affordable single-family dwelling unit. With three (3) units identified as allowable, 7,500 sf. has been identified as the total allowable floor area for the Employee Housing Use. An Employee Housing Dormitory was developed in 2006 utilizing (4,978 sf.) of the required 7,500 sf. Upon construction of this Dormitory the Employee Housing Mitigation requirement was deemed to be fulfilled. Voluntary Employee housing above and beyond those requirements outlined in the 2002 Resort Master Plan shall not be restricted by maximum floor areas, but instead be evaluated and assessed on a per project basis. Upon the expansion of existing facilities, required employee housing and the Employee Housing Mitigation Plan shall be re-evaluated as indicated in the approved 2002 JHGTC Master Plan Amendment.

Updated Development Program including Voluntary Housing Allowances:

Development Calculations			
	Master Plan Allowance	Existing (sf)	Remaining Allowance (sf)
Number of units or density	8 (see note*)	3	(see note*)
Floor area habitable structures	13,716 (see note*)	8,194	5,522
Floor area non-habitable structures	12,416 (see note*)	4,416	8,000
FAR or maximum floor area Gross	13,716 (see note*)	8,194	5,522
Site Development	N/A	60,907	N/A
Landscape Surface Ratio based on ASA	68,607 (0.25 min.)	213,521 (0.77)	114,914

Note*: Eight (8) Building Footprints are depicted on the Master Site Plan Overview in the previously approved 2002 JHGTC PUD Master Plan. To date an Existing Manager's Residence (3,216 sf.), Existing Golf Maintenance Buildings (4,416 sf.), an Existing Employee Housing Dormitory (4,978 sf.) are present on-site; A Future Administration Building (Allowed 3,000 sf.) and Future Additional Golf Maintenance Building (Allowed 8,000 sf.) were anticipated in 2002, but have not yet been designed or constructed.

Employee Housing Units Note: Utilizing the threshold for Housing Mitigation Fees for Single Family Dwelling Units (before 1995), 2,500 sf. has been identified as the development area per 3-bedroom, affordable single-family dwelling unit. With three (3) units identified as allowable, 7,500 sf. has been identified as the total allowable floor area for the Employee Housing Use. An Employee Housing Dormitory was developed in 2006 utilizing (4,978 sf.) of the required 7,500 sf. Upon construction of this Dormitory the Employee Housing Mitigation requirement was deemed to be fulfilled. Voluntary Employee housing above and beyond those requirements outlined in the 2002 Resort Master Plan shall not be restricted by maximum floor areas, but instead be evaluated and assessed on a per project basis. Upon the expansion of existing facilities, required employee housing and the Employee Housing Mitigation Plan shall be re-evaluated as indicated in the approved 2002 JHGTC Master Plan Amendment.



WY: PO Box 2870 / 180 South Willow St., Jackson, WY 83001

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Roby Hurley
Principal Planner
Teton County Planning Department
PO Box 1727
Jackson, WY 83001
rhurley@tetoncountywy.gov
(307)-733-3959

RE: MEMO - Applicant Response and Clarification to Teton County Planning Commission Public Hearing
December 17, 2018

Roby,

This memo is in response to questions, comments and assumptions proposed at the Teton County Planning Commission meeting held on December 10th, 2018 and further explains the applicant's intent and purpose regarding the PUD Master Plan Amendment for Jackson Hole Golf & Tennis (PUD2018-0001) regarding Wireless Communications Facilities and Voluntary Employee Housing.

Wireless Communications Facilities:

It is the applicant's understanding that Teton County Land Development Regulations Article 6.1.10-D requires a Basic Use Permit for *"new collocations, equipment modifications, tower replacements/upgrades no more than 10% taller than the original tower, attached antennas, and concealed towers meeting the performance criteria."* It is also the applicant's understanding that this Article also requires a Conditional Use Permit for the *"creation of a new non-concealed tower, concealed towers that do not meet the performance criteria, tower replacement/upgrades more than 10% taller than original towers, and modifications to existing towers that constitute a substantial change."* By subjecting any Wireless Communication Facility proposed, or improved upon, at the Jackson Hole Golf & Tennis Club Resort (JHGTC) to standards and regulations outlined in this section, the applicant understands that those facilities will be subject to use permitting through Teton County Planning Department. Lastly, by adding the Wireless Communication utility to the list of utilities for JHGTC, that service and its infrastructure are not explicitly targeted for the Golf Maintenance/Employee Housing site and the most appropriate location would be vetted during the use permitting process.

Voluntary Employee Housing:

Preferred methods for providing required affordable housing are identified in Article 6.3.5-D in the Teton County LDRs. This section elaborates on Floor Area Ratio exemptions, increases and leniency applicable in most County zones if the adjustments are for the purpose of affordable workforce-housing. In understanding that the dormitory-

Y2 CONSULTANTS
MEMO

12/17/2018
PAGE 2 OF 2

style unit fulfilled the 2002 PUD Master Plan's Employee Housing requirement for nine (9) employees, the applicant is proposing to voluntarily provide additional on-site employee housing in an effort to meet the community needs and comprehensive plan goals of today. Therefore, it is proposed that the Golf Maintenance/Employee Housing site not be held to remaining square footage allowances for employee housing, but to re-evaluate and propose employee housing solutions and allowances on a per project basis not to exceed Open Space and Landscape Surface requirements identified in the 2002 PUD Dimensional Limitation table. Any proposed employee housing structure would be vetted through a physical development permit process in which updated calculations of employee housing requirements shall be provided. Any proposed structure shall also adhere to standards outlined in the approved Design Guidelines section of the 2002 PUD Master Plan including visual screening.

Sincerely,
Alex Klein
Grand Teton Lodge Company aklein@gtlc.com
Robert Infanger
Application Agent
robert@y2consultants.com



Departmental Reviews

Wed 8/29/2018 4:26 PM

Hi Roby, no issues for Road & Levee that I'm seeing. Thanks for the chance to review.

Dave

Dave Gustafson dgustafson@tetoncountyywy.gov

Wed 8/29/2018 3:14 PM

I had no comments on this one.

Brian

Brian Schilling Pathways Coordinator Town of Jackson/Teton County

Sorry Roby, out of town for a bit. No comment on application, does not appear to have a cadastral component at this time.

Mike **Mike Quinn, PLS**

Survey Manager

NELSON ENGINEERING

Tue 8/21/2018 12:01 PM

Roby,

I'm still striking out. I'm assuming the new plan just implements RV spaces, single wides, or something along those lines....as long as Teton County acknowledges the WY SEO reference to the "North Channel of the Gros Ventre River" (Also referenced as the "Nigger Channel of the Gros Ventre River", the "N Channel of the Gros Ventre River", a "Channel of the Gros Ventre River", and the "Gros Ventre River"), we have no further comment. However, if there are impending changes that impact water rights or the delivery of irrigation water I'd still like to see the new Jackson Hole Golf and Tennis Employee Housing Master Plan Amendment and have the opportunity to comment.

Thanks for your time!

Hayes **Hayes Buxton, Wyoming State Engineers Office – Hydrographer**



**MEMO
FIRE REVIEW**

TO: Roby Hurley, Principal Planner

FROM: Kathy Clay, Fire Marshal

DATE: August 8, 2018

SUBJECT: PUD2018-0001
JH Golf & Tennis Master Plan
PUD2-018-0001

This office has received the request for review of the JH Golf & Tennis Club Master Plan Amendment for Golf Maintenance/Employee Housing Site.

The most current edition of the International Fire Code (IFC), the International Wildland Urban Interface Code, and the 2017 edition of the National Electric Code (NEC) shall be used for building design and construction.

Notes from review include: updated version of all ICC codes (including IWUIC) shall be followed, dependent upon permitting date. A fire hydrant shall be placed within 500 feet of structures.

Teton County Fire Resolution and Subdivision rules shall be followed.

No further comment at this time.

Kathy Clay, Fire Marshal



**Teton
Conservation
District
Est. 1946**

August 31, 2018

Roby Hurley, Principal Planner
Teton County Planning Department
P.O. Box 1727
200 South Willow Street
Jackson, WY 83001

Dear Roby,

Thank you for the opportunity to comment on the "Planned Unit Development Application for the Amendment to the Jackson Hole Golf and Tennis Club Planned Unit Development of the Planned Resort Master Plan" provided to the Teton Conservation District (TCD) on August 7, 2018. The subject property is located at North Spring Gulch Road. Generally, Teton Conservation District (TCD) staff comments focus on potential deficiencies regarding the evaluation of natural resources relative to the Teton County Land Development Regulations, and they also speak to voluntary best management practices. TCD staff is generally familiar with the site and proximate areas, and did not conduct a site visit as part of this review.

Based upon the information provided to TCD, the Master Plan amendment provides for the planning for construction of a maintenance building and an administrative building. In addition, it confirms the applicant's understanding of the site conditions as expressed in the Environmental Analysis (EVA2017-0033) and development proposal provided to TCD more than one year ago. In that regard, TCD refers you to the letter that TCD provided on August 2, 2017.

There were also two apparent conditions in the amendment that were notable; 1) the loss of Cottonwood Forest cover type would be mitigated on a 2:1 tree planting basis for each tree removed versus replacement of the Cottonwood Forest plant community as a cover type at a 2:1 ratio in acres and 2) plantings for screening, etc. would emphasize both native and ornamental plants versus all native species plantings recommended as a best management practice.

Sincerely,


Tom Segerstrom
Executive Director

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave. | 307/733-2110 P
P.O. Box 1070 | 307/733-8179 F
Jackson, Wyoming 83001 | tom@tetonconservation.org



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307 733 2999

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

Roby Hurley
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Teton County Planning Department
PO Box 1727
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rhurley@tetoncountywyo.gov
(307)-733-3959

RE: JHGTC PUD Amendment - Response to Plan Review Comment

September 17, 2018

Roby,

This letter is in response to Plan Review Comments received on (08/31/18) from the Teton Conservation District, Jackson Hole Fire/EMS and the State Engineer's Office for Jackson Hole Golf & Tennis's (JHGTC) application for a Planned Unit Development (PUD) Amendment to the JHGTC Master Plan. Responses for each entity are as follows:

Teton Conservation District (TCD):

TCD comment received on 08/31/18 directed the applicant to review previous comment that was provided by TCD on 08/02/17 for applications submitted for a Master Plan Amendment (PUD2017-0004) and Development Plan (DEV2017-0007) for JHGTC's Resort Employee Housing Site's location definition, Housing Archetype definitions and a proposed physical development for seasonal employee RV-Parking pads. Since this comment period, the Development Plan (DEV2017-0007) for the physical development of RV-Parking pads has been removed from consideration.

TCD comment from 08/02/17 mostly pertained to "numerous substantive errors" existing in the Environmental Analysis (EA) report (EVA2016-0022) that was performed by a third-party, County-hired Consultant, LT Environmental, Inc. JHGTC diligently worked with the County to best locate the Employee Housing Site development area, among other resort administrative/maintenance program uses, within the existing Resort Master Plan's pre-designated Golf Maintenance/ Employee Housing Site throughout the County's EA process. After receiving these comments on 08/31/18, the applicant continued to work with the County and LT Environmental to best identify appropriate locations for the future planning of programmatic building sites. The locations shown within this recent application reflect the results of that further study.

Other comment from the 08/02/17 TCD letter highlighted the proximity of the identified Employee Housing Site to a surface body of water that should maintain a "fifteen (15') foot development setback from the surface water." It was identified that disturbance within this setback would be "a threat to natural resources, but could also



exacerbate erosion and flood risk." JHGTC is proposing the identified fifteen (15') foot buffer as a building setback for any future development outlined in this application. Furthermore, erosion control measures (including, but not limited to, silt fencing and/or straw wattles) will be proposed to define this limit of disturbance as part of any physical development permit.

Lastly, TCD's 2017 comment letter recommended that use restrictions pertaining to pets and refuse control, as well as, physical development best management practices for non-fruiting plant species be modeled after proximate developments (i.e. Sand Cherry). JHGTC is open to adding similar restrictions for acceptable plant-types, pets and refuse control to this Master Plan Amendment application for the protection of wildlife use in this riparian corridor to promote the reduction of human-wildlife conflict.

Jackson Hole Fire/EMS:

Comment from Jackson Hole Fire/EMS specifically outlined that the most current editions of the International Fire Code (IFC), the International Wildland Urban Interface Code (IWUIC) and the National Electric Code (NEC) be used for design and construction. The applicant will utilize these most recent codes at the physical development permit level. It was also stated that a fire hydrant be located within 500 feet of proposed structures. An existing hydrant is located at the northern entrance of the Golf Maintenance/ Employee Housing Site approximately 150 - 300 feet from all future, proposed building sites. Furthermore, the Teton County Fire Resolution and Subdivision rules will be followed at the physical development permit level and during future construction.

State Engineer's Office:

The State Engineer's comment regards the proper referencing of a Channel of the Gros Ventre River that exists along the rear boundary of the Golf Maintenance/Employee Housing Site. The existing channel referenced is of an irrigation-ditch-like nature and was confused as an irrigation ditch during the EA process. Setbacks for this channel were established during the JHGTC Resort Master Plan approval process in 2002 when renderings depicting the Golf Maintenance/Employee Housing Site were provided and were reaffirmed when site plans associated with the Sand Cherry Development permit applications were approved by Teton County in 2009. The EA Report has since been updated to reflect the proper referencing of this channel. The applicant proposes to maintain the fifteen-foot setback from this channel as it was previously approved for the Sand Cherry Development in 2009 and as suggested by the Teton Conservation District in their 08/02/17 letter. Lastly, the State Engineer's Office requested that they review any proposed development that impacts water rights or the delivery of irrigation water. This application proposes neither.

If there are any further questions or comments, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Infanger", written over a horizontal line.

Robert Infanger, PLA
Project Manager
robert@y2consultants.com



EA Review Letter, May 3, 2018

May 3, 2018

Mr. Guy Evans
Jackson Hole Golf and Tennis, Inc.
5000 North Spring Gulch Road
Jackson, WY 83001
Via email: gevans@gtlc.com

RE: Planning Director Environmental Analysis Update Recommendation for Jackson Hole Golf and Tennis Environmental Analysis (EVA2017-0033) PIDN 22-42-16-27-4-15-001

Dear Mr. Evans,

Planning Staff has reviewed the Environmental Analysis Update (EA) dated March 2018 that was prepared by LT Environmental, Inc. (LTE), the County hired consultant, who conducted the EA on the Jackson Hole Golf and Tennis site. The EA submittal was deemed sufficient on March 20, 2018.

The Jackson Hole Golf and Tennis Club is a Planned Resort containing residential and recreational uses. Jackson Hole Golf and Tennis is proposing six small dwelling units to accommodate seasonal employee housing and long term rental housing on an approximately 6.3 acre site that is designated for Golf Maintenance and Employee Housing in the Master Plan. This EA updates a previous EA (EVA2016-0022) that reviewed the impacts of proposed recreational vehicle pads to accommodate seasonal employee housing. EVA2016-0022 received the Planning Directors recommendation May 15, 2017.

As part of this EA, LTE conducted an update to the Habitat Inventory and a development impact analysis. Planning Staff determined that due to the limited locations for alternatives, constraints of the Master Plan Employee Housing area, and existing disturbed areas that an alternatives analysis would not be required.

A review of an EA is neither an approval of an EA, nor an approval of a physical development plan. It is a requirement of the Teton County Land Development Regulations (LDRs), which must precede a physical development application. The purpose of this EA review and recommendation is to analyze the findings made by the county hired EA consultant, LTE, guided by the Jackson/Teton County Comprehensive Plan, and consistent with the LDRs, Section 8.2.2., Div. 5.1., and Div. 5.2.

This property is zoned Planned Resort (PR) and is partially within the mapped area of the Natural Resources Overlay (NRO). The 6.3 acre site consists of a mix of developed landcover, and native upland vegetation. The developed landcover contains golf course maintenance, employee housing structures, gravel parking, staging areas, wash stations, fuel tanks, trash and recycling containers, and a public pathway. In addition the site contains both above and underground infrastructure including irrigation plumbing. The vegetation covertype is mesic deciduous forest.



The eastern area of the site contains a man-made irrigation ditch. The EA did not identify any protected wetlands.

In reference to the Jackson/Teton County Comprehensive Plan, the Jackson Hole Golf and Tennis site is located in the County Valley Character District 9 and in Sub Area 9.1, Jackson Hole Golf and Tennis. Comprehensive Plan district map features are illustrative of the character of an area and do not imply desired regulatory boundaries or specific locations for certain attributes. Because this proposal is for workforce housing, it complies with the preserving workforce housing vision of the Subarea. The site is not located in the Scenic Resources Overlay, however the proposed seasonal workforce housing will not affect the visual buffer from North Highway 89 due to distance from the State highway. While the natural character will be temporarily impacted during construction, the applicant is proposing vegetated screening to offset visual impacts in the long term. The proposed location of the housing reduces impacts by partially utilizing existing disturbed areas and clustering around existing infrastructure and development. Additional workforce housing on site will reduce employee commuter trips, potentially reducing wildlife vehicle collisions.

Waterbodies and Wetlands: LTE previously conducted desktop and site visit evaluation for wetlands and reviewed a wetland determination conducted by Biota Research and Consulting. LTE found no documented changes to mapped hydrological features, relative to the January 2017 Habitat Inventory and determined that no further field assessments were needed.

A Gros Ventre River channel originates at an upstream diversion point on the Gros Ventre River and flows seasonally (May through October) through the rear or eastern side of the site. While the named channel is managed like a ditch with numerous diversions and in channel control structures its fluvial geomorphology resembles that of a stream or side channel. This EA and previous EAs and the associated physical development reviews considered the Channel a ditch. This includes the Golf and Tennis Affordable Housing Condominium project (S/D2009-0015). During the most recent Plan Review Committee review, Teton Conservation District identified the waterbody as a river side channel. This identification was confirmed by the State Engineers Office. The 2016 Wetland determination by Biota Research and Consulting identified a wetland fringe in the channel as “clearly irrigation induced”. The proposed and previous employee housing application located improvements in compliance with the 15 foot ditch setback. If the channel is considered a river channel, then the setback is 150 feet making the proposed improvements non-compliant. Prior to application for physical development, a final determination of the required setback will be necessary. Planning Staff has proposed a condition to address this issue.

Vegetative Cover Types: Vegetation analysis was previously conducted using a combination of GIS Vegetation layer, and fieldwork. The predominant vegetation covertype is upland forest consisting primarily of cottonwoods, willows, grasses, and sedges. Medium Narrowleaf Cottonwood and Mature Narrowleaf Cottonwood make up 2.1 acres (33%) of the project area. Developed land comprises approximately 4.2 acre (66%) of the project area. LTE found no documented changes to mapped habitats protected by the NRO relative to the January 2017 Habitat Inventory and determined that no further field assessments were needed.

Wildlife: The site was previously evaluated for NRO protected species, migratory birds, amphibians, bears and Special Status Species. The site only represented suitable habitat for six species; elk, mule deer, moose, bald eagle, gray wolf and grizzly bear. Gray wolf and grizzly bear were eliminated from further evaluation due to those species requiring large areas of undisturbed habitat and minimal human presence. The EA further evaluated eagle, elk, moose and mule deer. Wyoming Game and Fish Department (WGF) provided review, stating that there are no significant changes in wildlife in the area and the original comments from review correspondence dated April 19, 2017 and August 2, 2017 are still relevant. Conditions are recommended to address WGF concerns.

No repeatedly used bald eagle perch or roost trees were identified on or near the site. The project area is not located within WGF designated crucial elk habitat or migration corridors, although it is in a WGF designated noncrucial seasonal (spring-summer-fall) elk habitat. No evidence of elk presence was observed within the project area. The project area is located within the eastern bounds of a WGF designated moose crucial winter/yearlong



range as mapped by the NRO. Forage opportunities, cover, and unhindered movement corridors are more limited within the disturbed area in and surrounding the project area. The Golf Maintenance and Housing Area is largely disturbed and provides only marginal winter habitat for moose. The project area is not located within WGF designated mule deer crucial habitat or a designated migration corridor.

The Jackson Hole Golf and Tennis site falls within Bear Conflict Priority Area 1. WGF recommends that bear resistant containers are provided and that employees receive education about proper storage of food, garbage, pet food and other bear attractants.

Wyoming Game and Fish Department provided a review statement dated April 19, 2017 that is attached to this memo. WGF review states, *"Moose utilize the Gros Ventre River corridor extensively in the winter, but likely avoid the 6.3-acre JHGTC maintenance area due to human activity. The site of the proposed development provides very little forage in the form of native shrubs for wintering moose and lacks dense understory of hiding/security cover. Therefore, wintering moose are more likely to use habitats closer to the main river corridor. Therefore, we expect development of 0.17 acres of mesic cottonwood habitat adjacent to an existing disturbed area to have very minimal impacts on moose."*

In reference to Mule Deer, WGF recognizes the area as year round habitat, likely due to backyard feeding and residential landscaping. They recommend that seasonal employees who reside on site are prohibited from wildlife feeding and that pets are required to be leashed at all times.

LTE found no documented changes to mapped habitat for special status species, or habitats protected by the NRO relative to the original and updated Habitat Inventory and determined that no further field assessments were needed.

On a site visit March 27, 2018, Planning Staff located one recent set of moose tracks. The tracks led to immature cottonwood and shrub species along the ditch banks, where browsing was evident. No development is proposed in the ditch setback.

Natural Resources Overlay (NRO): LTE had previously provided a review of the location of the NRO on site. The partial location in the NRO is due to the area being designated crucial moose winter/yearlong range, as discussed above. LTE also conducted an analysis of the accuracy of the NRO mapping. The EA states that the NRO boundary is inaccurate due to 67% of the NRO containing existing development and poor quality habitat. The NRO analysis continues with a comparison of patch habitat versus core habitat. The site represents small patch area relative to moose home range and the patch is fragmented by residential and recreational uses. The NRO analysis concludes, *"In this case, the fragment of habitat in which the Golf Maintenance /Employee Housing Area lies is, itself, fragmented, providing patches of suitable vegetation for moose rather than suitable habitat."*

Impacting the NRO: Regardless of the determination that the NRO boundary is inaccurate, the NRO map is a regulatory requirement and as such Sec. 5.2.1 Natural Resources Overlay Standards are applicable. Impacts to higher ordinal value vegetation within the NRO shall be mitigated at 2:1.

Impact Analysis: LTE conducted an Impact Analysis as part of the EA update based on a proposed site design provided by the applicant. The proposal is for six (6) small houses to accommodate seasonal employee housing from April through October and long term rental housing during the remaining months at the Golf Maintenance/Employee Housing Site as identified on the Jackson Hole Golf and Tennis Club Master Plan. Each of the six employee houses will be approximately 20-feet wide and 35-feet long. Patio decks will be constructed for each housing space. Between each house will be a paved surface, approximately 15-feet wide, intended for parking two personal vehicles. The development site is approximately 0.74 acres and is nearly identical to the previous RV



pad development envelope. All necessary utilities exist on or adjacent to the site. The compact footprint of the proposed development has been designed to minimize disturbance and loss of open space.

Updated impacts are described below:

- **Wetland and Waterbody Impacts:** No impacts to wetlands or waterbodies are proposed. All proposed development meets the 15 foot ditch setback but does not meet the 150 foot river setback. Planning Staff has proposed a condition to address this issue.
- **Vegetation Impacts:** A small area of the site is located outside of the NRO. Approximately half of the proposed development is located in previously disturbed areas. Approximately 0.3 acres will produce long term impacts to existing mesic deciduous forest. Upland vegetation covertypes protected by the NRO are proposed for removal and as such 2:1 mitigation is required. Fifty Narrowleaf cottonwood trees and 23 native mesic shrubs are proposed for removal. Sheet number M-1, Mitigation Plan proposes numerous mitigation sites located east and northeast of the dwelling units suitable for mitigation. The mitigation sites are generally located in openings in or adjacent to existing habitat. Staff has a concern that some of the infill mitigation sites are located closer to the road than was recommended in the WGF review. The recommendation by WGF was that the mitigation be located closer to the Gros Ventre River and no closer to the site than the southeast side of the RV pads, now small houses.
- **Wildlife Impacts:** As stated above the proposed development is located in the eastern bounds of crucial moose winter/ yearlong range. The area surrounding the site along the river is consistent with winter foraging habitat because it provides thermal and escape cover, as well as a year-round contiguous movement corridor for moose.

Forage opportunities, cover, and unhindered movement corridors for moose, elk, and mule deer are abundant to the south and east of the development area but these features are more limited within the disturbed area in and immediately surrounding the development area. It was also determined that potential suitable habitat for neotropical migratory birds and amphibians may be present.

The EA update determined that construction and operation actions would likely result in low to moderate impacts to moose, elk, and mule deer, neotropical migratory birds, and amphibians, since the ground disturbing impact is small compared to the available habitat in the surrounding environment. Short-term impacts would include avoidance of the area during construction and displacement of individuals to adjacent habitats, while long-term impacts would be minimal following final reclamation. Replacement of the mature cottonwood with immature higher ordinal species located closer to the river will help offset the long term impacts.

Avoidance and minimization of impacts has been accomplished by locating, to the extent practicable on previously disturbed surfaces and clustering in and adjacent to existing infrastructure. 59% of the permanent impacts will occur on existing developed areas and 41% on undeveloped areas. The EA concludes that the proposed development is not likely to significantly impact essential habitat within the NRO area.

- **Project Vicinity Impacts:** In evaluating the half-mile vicinity zone the EA states that the proposed development would have little to no significant adverse effects to surface and groundwater features or protected species and habitats.

Master Plan: The Resort Master Plan classifies potential development areas into 3 categories:

1. **Areas "Unsuitable" for Development-** Protected natural resources and their respective protective setbacks as identified in the Comprehensive Plan.



2. **Areas "Less Suitable" for Development-** These areas do not encompass protected natural resource or their setbacks but, relative to remaining areas on the subject property, are more important to sensitive wildlife species.
3. **Areas "Most Suitable" for Development-** These areas would cause the least adverse impact to habitats of sensitive wildlife species or other protected natural resources.

LTE conducted an analysis of suitability as defined in the Master Plan and determined that the site contains 4.2 acres that are "less suitable" for development, and 2.1 acres that are "most suitable for development. Zero acres were designated "unsuitable."

Planning Staff Review and Recommendation of the EA: It is Planning's Staff's determination pursuant to Section 8.2.2.F.6. that the applicant has demonstrated an effort to reduce impacts by utilizing previously disturbed areas, to the extent practicable.

Consideration of the Jackson/Teton County Comprehensive Plan is required and should be viewed through the applicable Policy Objectives and subarea. These objectives include preserving workforce housing stock, reducing wildlife transportation impacts, incorporating wildlife friendly design and increasing wildlife permeability. The proposed project represents an opportunity to improve workforce housing stock and reduce transportation impacts and wildlife vehicle collisions by providing housing at the place of employment. The proposed housing reduces impacts by partially utilizing existing site development and clustering around existing infrastructure and development. Clustering the housing in and adjacent to existing development will help achieve a wildlife friendly design and maintain permeability.

In correspondence dated April 19, 2017, the Wyoming Game & Fish stated, "*we expect that development of 0.17 acres of mesic cottonwood habitat adjacent to an existing disturbed area to have very minimal impacts on moose.*" WGF provided recommendations on locating mitigation plantings away from Spring Gulch Rd., using non bear attracting shrub species and providing education to the seasonal residents. Planning Staff has provided a condition to address these concerns, which will be applied to physical development permits.

The EA update contains a conceptual mitigation or habitat improvement plan that includes 2:1 mitigation for impacts to native vegetation as required in the LDRs. Planning staff agrees with the EA findings that the larger site lends itself to onsite mitigation.

Planning Director's Recommendation: An EA review and recommendation is not an approval of an EA or a physical development plan. It is merely a component required for a pending application for physical development.

Pursuant to Section 8.2.2.F.7. of the LDRs, the Planning Director makes the following recommendation based upon the analyses and data set forth in the Environmental Analysis, upon the Jackson/Teton County Comprehensive Plan, and the Teton County Land Development Regulations, Section 8.2.2., Div. 5.1., and Div. 5.2. The Planning Director recommends the applicant's impact analysis site design with the following recommended conditions for consideration, should the applicant proceed with submittal of an application for physical development:

1. Bear proof trash containers shall be installed and Jackson Hole Golf and Tennis shall provide education and information materials to its employees and other residents about wildlife feeding, proper storage of food, garbage, pet food and other bear attractants.
2. Pets shall be leashed at all times.



3. Mitigation plantings shall be required to be moved closer to the Gros Ventre River, but no closer to the site than the southeast side of the Nigger Channel. Shrub mitigation plantings shall consist of shrub species preferred by ungulates and not berry producing shrub species.

4. At or prior to submittal of any Grading and Erosion Control Permit(s), a Final Mitigation Plan shall be submitted, subject to review and approval by the Planning Director. The Final Mitigation Plan shall provide actual impact and mitigation amounts with specific locations. Pursuant to the LDRs, the Final Mitigation Plan shall include (but may not be limited to) species specific plantings, a monitoring plan and remedial measures to ensure mitigation project success. In addition, prior to issuance of any Grading and Erosion Control Permits, a cost estimate and surety for mitigation implementation is required.

5. Should the applicant proceed with plans for physical development, a final determination of the required setback will be necessary. If Nigger Channel is determined to be a river channel, approval for relief from the river setback shall be required prior to physical development approval.

Should you have any questions or concerns, please contact Roby Hurley at (307) 733-3959 or via email at rhurley@tetoncountywy.gov.

Sincerely,

Tyler Sinclair
Planning Director

cc: Lindsay Sanders, LT Environmental, LLC
Robert Infanger, Y2 Consultants

Enclosures: WGF Correspondence

WYOMING GAME AND FISH DEPARTMENT 5400 Bishop Blvd. Cheyenne, WY 82006 Phone: (307) 777-4600
Fax: (307) 777-4699 wgfd.wyo.gov **GOVERNOR** MATTHEW H. MEAD **DIRECTOR** SCOTT TALBOTT **COMMISSIONERS** KEITH CULVER – President MARK ANSELM – Vice President GAY LYNN BYRD PATRICK CRANK PETER J. DUBE DAVID RAELE MIKE SCHMID

August 2, 2017
Roby Hurley, Principal Planner
Teton County Planning and Development
200 South Willow Street
Jackson, WY 83001

Dear Mr. Hurley,

Thank you for the opportunity to comment on the Development Plan (DEV2017-0007) and Master Plan Amendment (PUD2017-0004) for the Jackson Hole Golf and Tennis Club (JHGTC) Seasonal Workforce Housing Development. The JHGTC proposes to develop approximately 0.33 acres of land for seasonal employee housing (RV pads). This area is partially within Teton County's Natural Resource Overlay (NRO). The Jackson Region staff of the Wyoming Game and Fish Department (WGFD) have reviewed the current proposal for development of RV pads and offer the following comments for your consideration:

The WGFD provided comments on the Environmental Analysis (EA) for this project on April 19, 2017. We appreciate that these comments were included as recommended conditions for consideration in a letter provided by the Teton County Planning Director to the applicant on May 15, 2017 regarding Environmental



Analysis Recommendations. The recommended conditions outlined in the letter at are specific to wildlife are as follows:

1. Bear proof trash containers shall be installed and Jackson Hole Golf and Tennis shall provide education and information materials to its seasonal employees about wildlife feeding, proper storage of food, garbage, pet food, and other bear attractants.
2. Pets shall be leashed at all times.
3. Mitigation plantings shall be required closer to the Gros Ventre River and no closer to the site than the southeast side of the RV pads. Shrub mitigation plantings shall consist of shrub species preferred by ungulates and not berry producing shrub species.
4. Construction shall be limited to the temporal restrictions recommended by WGF for occupancy: April 16 – November 14.

We fully support these recommended conditions. When reviewing the Development Plan (DEV2017-0007), we saw commitments to some of these conditions, but not all. We appreciate that the applicant will provide bear proof trash containers to seasonal residents (Condition 1), but we did not see a commitment to provide education to season residents about proper storage of food, garbage, pet food, and other bear attractants (Condition 1). We feel that this is especially important given that seasonal residents may not have familiarity or experience living in areas frequented by bears, such as the Gros Ventre River corridor.

We did not see a commitment to Condition 2, that pets shall be leashed at all times. This is especially important because this area is frequented by mule deer in the summer and there is potential for pets to chase and harass deer. In addition, large carnivores such as black bears, mountain lions, gray wolves, and grizzly bears use the Gros Ventre River as a travel corridor and therefore could come into conflict with unleashed pets.

We appreciate the revised habitat mitigation plan (page 83 in DEV2017-0007) that will locate shrub mitigation plantings closer to the Gros Ventre River and away from Spring Gulch Road, which will reduce the potential for wildlife-vehicle collisions.

Finally, we did not see reference to Condition 4, that construction shall be limited to the temporal restrictions recommended by WGF for occupancy: April 16 – November 14. We feel this is important since the project area is partially within and adjacent to moose crucial winter range.

Thank you for the opportunity to review and comment on the Development Plan and Master Plan Amendment. If you have questions, please contact me or Doug McWhirter, Jackson/Pinedale Wildlife Management Coordinator, at 307-733-2321.

Sincerely,
Alyson Courtemanch
North Jackson Wildlife Biologist



Public Comment

We're concerned that what is planned is of a temporary transient nature (trailers, mobile homes, etc.) vs. permanent facilities such as the existing facilities/structures and employee housing. We don't want a trailer park !! We are also concerned and want to insure that any development minimizes the impact on the wild life that frequent the area along the river. Thank you.

Paul and Susan Divjak

6785 N. Foxtail

Jackson, Wy. 83001

Does employee housing opportunities mean pads and hookups for trailers and 5th wheels? Or houses? What do they plan to build?

Thanks for your time, Donna Clark

Teton County Planning and Development Principal Planner, Roby Hurley and team:

In response to the Teton County Planning and Development letter date October 12, 2018, I voice the following objections, observations and concerns:

- 1.) Land in consideration is a Wildlife corridor for migrating moose, elk and buffalo as well as deer. This area has already been compromised by extensive additional building sites, limiting the ability for these animals to survive in their natural habitat. This also limits the quality of life for those of us who purchased property here because of the natural migration of animals.
- 2.) Utilities have already been over taxed and stretched to inconvenience. Vail Resorts have yet to address water pressure issues at and around 750 East Sagebrush Dr. Three years ago water pressure was tested and Gros Ventre Utilities AKA Vail Resorts admitted water pressure percentages were below acceptable levels. This is especially true summer season when occupancy is to full occupancy, and sprinklers are on residential areas as well as golf course. At times, water trickles out of water interior faucets. How will this additional living spaces impact an already existing problem?
- 3.) Septic coincides with the water problems that already exist. Original plans for Jackson Hole Golf and Tennis Resort included bathrooms near or in the Pro Shop as well as the Tennis Court area. That was how the original Master Plan was approved. As it now stands, there are only one upper and lower bathroom (one stall for female and male on each level) for Tennis, Golf, Bar, Restaurant, Pool and Fitness room as well as the Clear Span Event Tent outside the parking area, which houses 100 plus wedding/event guests almost 3-4 nights a week. During the summer Vail resorts owns and uses their own disposal outdoor toilets, which are parked in the parking lot. All of these facts appear to be stretching the limits of what safe health practices should be.
- 4.) Traffic on Spring Gulch Road has increased steadily and is already constant, often too fast for speed limits and on a very narrow and weaken road. With the newly reconstructed Cattleman's Bridge, the deterrent of the Round-A-Bout on Hwy 89, quick route to and from airport, as well as a quick road avoiding downtown via the village, traffic has doubled. How will the increase of constant traffic flow and maintenance needs on Spring Creek Gulch Road, be addressed?
- 5.) Who will be responsible for overseeing the constant maintenance and of the 'natural fencing' of which Vail Resorts propose? This proposed compound is near the road and visible to heavy traffic traveling past as well as



Jackson Hole Golf And Tennis Estates property owners and members to Jackson Hole Golf and Tennis Resort. How will this proposal improve membership and property values of tax paying citizens? What guarantee is there Vail Resorts will house employees for years to come? or become another short term rental area for Vail Resorts to make further income at the member and property owners sake?

6.) What guarantee will be established so Vail Resorts doesn't alter the Planning status in the near future or put financial maintenance burdens on the surrounding property owners? Case in point: Vail Resorts took over Jackson Hole Golf and Tennis and they soon decided the responsibility of Jackson Hole Golf and Tennis Estates was not in their best interests, thus, leaving property owners to dissolve into numerous HOA entities. This also left the question, and still the query continues, who is responsible for maintenance and ownership of Sagebrush Dr. ? Jackson Hole Golf and Tennis was and is, responsible for water flow into and maintaining the "upper holding pond" off of hole 3 and 4. This is in dispute today with Vail Resorts saying it's not their's to financially be responsible for. Discussion of responsibility is continuous with Vail Resorts and with each concern, Vail Resorts have proven themselves to be narcissistic.

Please note, I, Deb Penk, have owned and resided at 750 East Sagebrush Drive for over 18 years. A majority of this time I've been a paying member of Jackson Hole Golf and Tennis Resort, initialing my membership prior to Vail Resorts ownership. My experience with Vail Resorts has shown this corporation to demand profit at all costs. Approving this amend to Jackson Hole Golf and Tennis Master Plan can only benefit Vail Resorts, without any consideration to the members, neighbors or wildlife.

Sincerely,

deb Penk 750 East Sagebrush Dr. Jackson, WY 83001

We are opposed to the amending of the 2002 Master Plan to allow trailers . If JHGT wants housing for employees, the plan calls for townhomes or cabins. Trailers, as I am sure you are aware of , are not acceptable in most neighborhoods nor should they be EVEN considered in a neighborhood such as JHGT.

JHGT had employee housing that worked for many years in the style of an apartment on the southeast corner of Spring Gulch. Wasn't it their choice to demolish this specific employee housing? Sorry.

Susan and Fred Kingwill

Dear Planning Commissioners:

My wife and I are residents of Jackson Hole Golf & Tennis #2 and reside on Cottonwood Dr., across the street from the proposed employee housing. Generally we don't have a problem with the golf course adding additional employee housing, but it should be done in a desirable way for the neighborhood. To us that means several things:

1. It is our belief that the current employee housing is for golf course employees only. We think that should be the case with the proposed housing also. That way the golf course is not going to get into the landlord business which they are not expert in. I am a real estate broker and know that renters can be difficult to evict if they are causing problems for them and the neighborhood. At least, if they are employees and can be dismissed the golf course can more easily have the problem tenant vacate.
2. We believe that whatever type of housing is chosen, that it be properly screened from the road. Apparently this has been required in the past and JHG&T has done the minimum and not maintained the screening. This is evident with their maintenance building. One can see that trees were planted, but they are all dead now. The



golf course knows how to grow stuff; that's a vital part of what a golf course does. This screening was obviously neglected and is an insult to those who required it. Our strong suggestion is that any new housing, *along with the maintenance building* be screened from Spring Gulch Road with a landscape mound planted with evergreen trees and properly irrigated and maintained. Our understanding is that one can have a landscape mound less than 5' high and not violate any other requirements. We would suggest 4' 11" since it will settle in time. The mound should be populated with evergreen trees to maintain the screen during winter. We also understand that there is a rule to replace cottonwoods, in this case, with more cottonwoods. But the required number of cottonwoods can be placed closer to the levee where the county wants it, then use an adequate number of evergreens on the landscape mound to screen from SGR.

3. Adequate parking should be provided for the maximum number of occupants.

4. No dogs should be allowed due to the fact that these will be employees who will be gone from the premises during the day and to prevent problems with the wildlife which is very close by.

Thank you for your consideration,

Ann and Joe Wenger 255 E. Cottonwood Dr. Jackson, WY 83001

Dear Planning Commissioners,

I am writing to express my concern about the application Vail/JHG&T has submitted to amend the 2002 Master Plan and to allow for the possibility of a future employee trailer park in the NRO in a currently forested area and not within the existing maintenance yard footprint, adjacent to a seasonal channel (ditch) of the Gros Ventre River. This area includes critical moose habitat, cavity nesting birds and raptor nests. It is also in the wildlife migration corridor.

In 2002, as part of the TC approved Vail Master Plan EA, the WY G&F Dept. recommended that no further development occur west of the Snack Shop. Despite this, the new application is proposing new development in the area that was to be left undeveloped.

Teton County's 2018 new wildlife habitat map shows this same area, as an area to specifically avoid for any new development due to its important habitat for wildlife.

The application seems to suggest that for 5 months of the year the seasonal trailer park would be occupied by JHG&T employee, but that at other times of the year the trailer spaces could potentially be rented to others. Similarly for the option of tiny houses that could be proposed for the same area, these would be utilized by JHGT employees during 5 months. The rest of the year they could be long term rented. Vail/JHG&T has considered having private buyers purchase the units and then work out a lease back option for 5 months and long term rent them for 7 months. In 2016, when a similar proposal for a trailer park was first heard by this Planning Commission, you placed a condition of occupancy for mid- April to late October. Occupancy of any kind would not be allowed from early November to mid April, due to wildlife habitat and migration. Another condition that nearby residents suggested needed to be added, was a prohibition on dogs, similar to what the Affordable Neighborhood has.

The application discusses the seasonal housing that the Grand Teton Lodge Company provides its employees within Grand National Park. This housing sits on National Park Service lands in designated employee housing areas, not in public areas, and is heavily regulated by the National Park Service through the contract Vail Resorts has with the NPS. It is an irrelevant comparison to justify employee housing at JHG&T. It's an apples and oranges comparison. Housing seasonal employees in a national park under federal contract regulations is very different than housing seasonal employees in a Planned Unit Development/Resort amidst multiple private neighborhoods.



The other golf resorts with residences in Teton County do not use trailers across from their main clubhouses to house seasonal employees. The other golf resorts are not located immediately adjacent to Grand Teton National Park lands and within the Gros Ventre River wildlife migration corridor.

At meetings over the last two years with changing proposals from JHG&T, Vail/JHG&T regarding JHG&T seasonal housing, Grand Teton Lodge Company executives have repeatedly publicly stated their unwillingness to expend capital funds to construct employee housing despite the fact this was previously envisioned in the 2002 Master Plan. They want to place the burden on the seasonal employees to arrive with their own trailer as a housing unit.

Yet Vail has a very healthy financial picture and has invested major capital in employee housing at its other resorts throughout the US and in Canada. So too have other large employers here in Teton County.

Residents who purchased homes or constructed homes in the neighborhoods adjacent to JHG&T expected that a residential resort (PUD) of this caliber, with an approved Master Plan, would continue to remain a residential area with high standards as spelled out in the 2002 Master Plan. Residents overwhelmingly oppose a seasonal trailer park being permitted as a future housing option.

It is also curious that some neighbors were told that an area that had generally been identified in the 2002 MP as a potential place to expand with a few town home style housing units, could not be used. Yet it is now being considered as a location for Verizon to construct a 75 foot mono pine tower, surrounded by a fence adjacent to the current employee dorms. Of course Vail/JHG&T will benefit financially by construction and leasing fees that Verizon will be paying for years to come.

Thank you for your careful review of this application and your attention to the concerns of many of us who live year round in proximity to JHG&T.

Joan Anzelmo 270 E Cottonwood Drive Jackson, WY 83001

Dear Commissioners:

I am writing in support of the proposed amendment to the JHG&T Master plan. I live close to the effected area and believe that JHG&T has developed a thoughtful plan that will not disturb my neighborhood or the enjoyment of my property.

Sincerely,

Dick Stout

Dear Roby Hurley:

My wife and I strongly agree with Jackson Hole Golf & Tennis amending their Master Plan to have the flexibility for employee housing opportunities. We own the Gun Barrel Steak & Game House and we are fully aware of the need to provide housing opportunities to employees. This is critical to any business in order to succeed in the valley. All communities need to have services and amenities. But because of the nature of costs and availability in the valley it is extremely difficult for employees to secure housing. It is great to see that Jackson Hole Golf & Tennis is trying to help with this critical issue not just adding more strain into an already difficult situation. We should encourage companies like Jackson Hole Golf & Tennis instead of making it so difficult to do and putting roadblocks up.

Sincerely,

Mark & Karen Walker 6455 North Spring Gulch Road

Dear planning commission,



Unfortunately I am unable to attend your scheduled meeting on Nov. 13 as I am currently not in Jackson. I live within 800 feet of the proposed trailer park to provide temporary housing for JHG&T employees. I vehemently oppose amending the 2002 master plan. If Vail Resorts/JHG&T needs more housing, they should provide it as allowed in the 2002 Master Plan, not with a trailer park that destroys a critical wildlife area.

Thank you so much,

Nanci Halper 375 E. Cottonwood Dr Jackson, WY 83001

Commissioners: As long time property owners in JH, although not year round, we have watched the requests of Vail to change the area.

We absolutely support the need for affordable housing, but do not believe that it should be RV parking.

Restrictions should remain that require JHGT, and the area north of town, to build small houses for workers... Not RV pads.

Patrice Stowe 6255 N Spring Gulch Road

Dear planning commission,

Unfortunately I am unable to attend your scheduled meeting on Nov. 13. I am out of Jackson for the moment. I live within 800 feet of the proposed trailer park that would provide temporary housing for JHG&T employees. I oppose changes to the 2002 master plan that would permit the trailer pads. The proposed location of this trailer park is in critical wildlife habitat and in addition would be an unsightly addition to the landscape. If Vail Resorts/JHG&T needs more housing, they should provide it as allowed in the 2002 Master Plan, not with a trailer park that destroys a critical wildlife area.

Thank you so much for your consideration of this mtater.

Sincerely,

Robert M. Halper

Commissioners-

Because I am unable to attend the upcoming hearing on this matter, I am writing this email to express my strong opposition to the Vail/Jackson Hole Golf and Tennis proposed amendments to the original 2002 Master Plan for our community.

I fully support the original 2002 Master Plan with its locations and designs for future seasonal employee housing. I am emphatically opposed to any changes to it, especially the construction of RV and/or Trailer Parks.

Please take my comments for the record.

Thank you.

Charles F Hutson 6160 Prickly Pear Lane Jackson, WY 83001

Dear Planning Committee,

As a home owner on the golf course we will be directly effected by these changes and development.

One observation that I have is where do these JHG&T employees currently reside. It would be interesting to actually do a "consensus" of the employees to actually find out if Vail "needs" to build temporary employee housing. I understand and appreciate the employee housing problem in JH, but does JHG&T really need temporary housing, and then rent it out during the winter season when they have a minimal need for employees. If asked, how many of



these employees own or would buy a trailer to live in for 5-6 months. The winters would destroy these units. It makes no sense.

If Vail is allowed to provide "housing" for their employees, they can certainly afford esthetic cabins that blend into the environment. Not trailer pads. These employees will set outside at night with their fire pits and friends. Urinating around the area in lieu of going into their trailers. There will be risks from fires, even if they are not allowed.

The development associated with JHG&T is arguably one of the nicest developments in all of Jackson. Vail would never consider doing a project like this in Vail or Teton Village.

We need to be conscientious with respect to any changes in the Master Plan, and preserve this precious area. It's all we have.

Thanks for the listening ear.

Larry Catt

Dear Teton County Planning Commission Members,

I am writing to inform you of my support of the 2002 Vail /JHG&T Master Plan and strong opposition to the proposed amendment to this plan, specifically, the proposal to construct any kind of seasonal employee trailer / RV Park at JHG&T.

When my wife and I purchased our lot and subsequently built our home at JHG&T we were positively influenced by the protections and high standards set by the 2002 Master Plan and certainly expected Vail / JHG&T to stand by this plan in the future.

In addition to the disappointment / betrayal that we feel from the recent decision by this large corporation (Vail), to alter the 2002 Master Plan that we were all presented with, including the building in the county's NRO zone (opposed by WY G&F) we are most dismayed by the plans for a Trailer / RV Park rather than more upscale employee housing such as Vail has provided at several of their other properties.

Thank you for your consideration of these issues.

Sincerely,

Marten W Quadland
6125 Prickly Pear Lane
Jackson,WY 83001

Dear Planning Committee members,

As a homeowner at JHG&T, I am writing in opposition to the Vail/JHG&T proposal to amend the 2002 Master Plan. Specifically, I am in opposition to ANY type of seasonal employee trailer park.

I am not in opposition to employee housing as outlined in the 2002 Plan. But the current proposed amendment adds trailers in the county's Natural Resources Overlay (NRO) zone, in a mostly treed area where development was opposed by Wyoming Game and Fish.

When I purchased property at JHG&T over 10 years ago, I expected the high standards of the 2002 Master Plan to be maintained. I did not expect a trailer park as part of the package!

Thank you for taking my comments into consideration.

Paula Szytko
6125 Prickly Pear Ln



Jackson, WY 83001

> As a homeowner at JHG&T I have invested in my property specifically because the neighborhood was subject to a Master Plan that was acceptable and protected the value of and beauty surrounding my home. The idea of having a trailer park for temporary residents is abhorrent.

>

> By allowing the amendment to this master plan, the Teton County Planning Commission will be setting a precedent in allowing any rich and powerful company to re arrange their Master Plans. A host of lawsuits will no doubt be a deterrent to people who want to invest in a home here in JH.

>

> We have backbone on other issues affecting wildlife, why not this one? Vail has plenty of money to address this issue according to their 2002 Masterplan. Their trailer park idea is based in greed, not the welfare and protection of wildlife or preservation of beauty in our neighborhood.

>

> Please do not allow Vail/JHG&T to besmirch the integrity of the Teton County Planning Commission by accepting their greed-based amendment.

>

> Thank you,

> Susan Oelsen

> 325 E Spruce Drive

Council members,

This email is to inform you that my wife Donna and I, full time residents at 6000 Aspen Dr, strongly object to the Vail/JHG&T proposal to amend the 2002 Master Plan. Residents paid considerable prices for homes here and did so based upon and in reliance upon the 2002 Master Plan which Vail agreed to. There is no compelling reason upon which Vail should be allowed to break that agreement nor for the town to breach its trust with the residents by allowing such a change.

We strong urge you to deny Vail's request for amendment.

William T. Sellay

Dear Planning Commissioners:>

> I am writing to express my strong opposition to the proposed master plan amendment proposed by the Vail Corporation/Jackson Hole Golf and Tennis Club (JHG&T). The amendment would permit the construction of a recreational vehicle park directly across from the JHG&T clubhouse on Spring Gulch Road.>

> My opposition is based upon the following observations:>

> 1. The existing 2002 master plan permits the building of additional employee housing already on an adjacent piece of land no more than 200 yards West of the proposed new site. The neighborhood has previously expressed support for construction of a multi-family facility in this area e.g. we support more affordable housing! Why would the Commission entertain an amendment to the master plan when the existing plan addresses the need? Shouldn't there be a higher threshold for Commission consideration to avoid redundant and superfluous amendments to the master plan? I am sure the Commission would want to avoid the appearance, if not the reality, that the master plan has been reduced to a plan of political expediency?

> 2. Over 100 neighbors have consistently opposed the building of an RV campground across from the clubhouse since the Vail Corporation first envisioned it three years ago. Our letters and previous testimonies attest to that fact. It is fair to say that the neighborhood is completely unified in opposition. Vail Corporation, a company with revenues over \$40 billion a year, has said it cannot "afford" to build anything more substantial than the RV campground. Really? This is particularly insulting when various press clippings from the Company have touted



their \$40+ million commitment to affordable housing in every state other than Wyoming. They are apparently willing to spend money on housing in Canada even, but not here.>

> 3. Vail references their success with RV's on National Park land. That may be true. But this is not National Park land. It is a privately owned golf course community with no comparability to public lands. Can you imagine any other club in the Valley actively entertaining a campground within 50 feet of their clubhouse? Would Teton Pines or 3 Creek? More broadly, would any of the Commissioners support an RV Park in their backyard? >

> Vail Corporation has been a particularly poor steward of JHG&T. It has invested very little money in the enterprise over the last decade. Under their "leadership" what was once the crown jewel of the Valley, is now considered the lesser of the clubs in the area. It is no secret that most residents look forward to new ownership (as soon as possible), owners who will stop degrading the property and instead attempt to restore the impressive legacy of JHG&T.>

> To sum up, the residents in the area support the affordable housing provisions for JHG&T in the existing master plan and see no compelling reason to amend it. If the Commission supports the amendment, it will only serve to add to the perception that the unified views of families living in the immediate area are considered secondary when it comes to the wishes of one corporate entity, one which is not particularly committed to the property and is clearly inept at community relations.>

> Thank you for considering my observations. Your decision will not only dramatically affect our neighborhood but will clearly establish a precedent for other Jackson Hole communities in the future.

Dear Members of the Teton Planning Commission,

My family chose to build our home North of town in the Golf and Tennis development, based on the beauty of the area, abundant wildlife, and the understanding that the area was a protected development under the 2002 Master Plan.

We did not envision any changes to a Master Plan in the future.

I'm sure many homeowners in the Golf and Tennis community have been surprised and disappointed to discover that changes to the Environmental safeguards that are a part of the Master Plan are being considered.

No property owner in Golf and Tennis envisioned a trailer park across from the Clubhouse.

It is interesting that Vail Corp waited until the last of the residential property they owned was sold-to pursue this type of employee "housing."

The proposed location for the employee trailer park is in an undisturbed treed area, adjacent to the County Pathway along Spring Gulch Road and in Teton County's designated NRO, a designation which is intended to provide additional protection for the critical Moose habitat and wildlife migration Corridor in this area.

PLEASE DO NOT allow the 2002 Master Plan to be amended. It is the obligation of Vail Corporation to honor the agreed upon housing that was envisioned In the 2002 Master Plan.

Thank you for your consideration,

Art Miller

To Teton County Planning Staff,



I would hope that you will be supportive in Golf and Tennis' efforts to house their staff. While this is a huge commitment for any employer it is the right thing to do in these circumstances. Not only am I an employer in the county who provides housing I also am a member of Golf and Tennis. By being a member I have heard many times the struggles the employees have had trying to live and work here. Camping, couch surfing and driving from Idaho or Alpine are common "solutions" the employees have. I do not think this is how we as a community wish to solve or meet this challenge. I believe that The Lodge Company is doing the right thing to make employment in this community enjoyable and not a struggle. I think housing folks closer to work cuts down on traffic and frees up other rental stock for the employers who do not have the ability to house staff.

Please support Guy Evans and the Teton Lodge Company's application.

Stephen Price General Manager Spring Creek Ranch

Planning Commission Members,

We are writing to strongly object to Vail/JHG&T's attempt to amend the original 2002 Master Plan in order to expand options for seasonal employee housing, including an RV park.

We purchased our JHG&T cabin and Homesites lot knowing exactly where the NRO zones had been established to protect important wildlife corridors. For more than a decade we have seen first-hand how these corridors have protected wildlife and the idea that an employee RV park right in the middle of an NRO zone seems nonsensical. The County has previously rejected any changes to the Master Plan and the 2002 Plan should continue to prevail without any change. To be sure, the proposed housing totally contradicts all CC&R's that are imposed on residents of JHG&T. The covenants are highly restrictive yet the proposed housing will break all design guidelines. In the end, Vail's blatant attempts to side-step established zoning is simply a bid to overcome its own lack of planning and foresight with regard to seasonal employees.

We are very proud to be homeowners in JHG&T and to be surrounded by others who feel strongly that our 2002 Master Plan should remain unchanged.

Sincerely, Mark and Ann Messana

5910 Coneflower & 6070 Junegrass Jackson Hole Golf & Tennis

Dear Mr Hurley and Planning Staff,

Regarding the recent application by Grand Teton Lodge Company for an amendment to their Resort Master Plan for JH Golf and Tennis, specifically designed to give JHG&TC housing options by calling out a designated employee housing area with specific types of housing options that can be developed, we would like to share our complete support of this application. The goal of housing 65% of summer seasonal workforce on site at JHG&TC is exactly in line with the Jackson Hole Comprehensive Plan and the applicant should be supported in this initiative. Housing employees on private land to benefit a private business using private funding is the best case scenario. It's encouraging to see a Chamber member and prominent business entity taking this approach. We realize there may be local residents that have some concerns, but believe clustering employee housing around existing supporting infrastructure makes sense. We also anticipate GTLC will be thoughtful in their planning for the 6.3 acre parcel and know that the development planning phase will have room for input from all parties.

Thanks for your work on this matter,
Anna Olson, President/CEO

Jackson Hole Chamber of Commerce



Mr. Hurley,

As a long-time member of the Jackson Hole Golf & Tennis Club, I support additional housing for employees of this wonderful recreational and social facility. All the better if the housing is located conveniently nearby the club.

However, it is important to respect the beautiful neighborhoods and homeowners that adjoin the club. As such, without significant vegetation or other obfuscation, Recreation Vehicle ("RV") parking and/or modular units are NOT appropriate for the area along Spring Gulch Road or within the routes that provide ingress and egress to/from the club.

Please do not allow the employee housing in this area to include regular or "season" Recreation Vehicle ("RV") parking, modular units or other high density inappropriate appearing structures.

Mike Herman

We are property owners in JHG&T. We are opposed to Vail/JHG&T being able to amend the 2002 Master Plan. We support the 2002 Master Plan and the way that it identified locations and types of future employee housing. We oppose any type of seasonal employee trailer/camper park as the potential impact on wildlife and their migratory routes and effecting the aesthetic nature of the area. A viable option is to use the Gros Ventre campground (as was done by North Grille chef several years ago).

Regards, Bob & Mary Alice Fitton

Dear Planning Commission,

We are writing to you to express our opposition to the recent proposal to amend the Vail and JHG&T 2002 Master Plan. While we fully support the 2002 Master Plan and the way it identified locations and types of future employee housing. We firmly oppose any type of seasonal employee trailer park.

We purchased our home in the Jackson Hole Golf & Tennis community because the 2002 Master Plan set a high standard for the area and our expectation is that these standard will be maintained.

We ask that you please review this proposal carefully to ensure this decision is mutually beneficial to the community as a whole.

Thank you for your consideration,

Tim & Judy Heffernan 5805 Lupine Dr.

Dear Planning Commissioners:

I am concerned about the above proposed development and it's location in the Natural Resource Overlay (NRO). Any new development should occur within the already disturbed area between the existing housing and maintenance building, as described in the county approved master plan for Jackson Hole Golf and Tennis. The proposed location would further erode the NRO, as well as the high value habitat as described and mapped in the focal species habitat effort that is pending before the county.

Treed habitat adjacent to the Gros Ventre River and associated riparian habitat is critically important for many species. As the moose population continues to decline, any impact on critical moose habitat and winter range is that much more unacceptable. This is also within an elk migration corridor.



I would also encourage the commissioners to view the site and see that the location between the existing housing and maintenance building is far more preferable from a biological standpoint than impacting the existing treed area within the NRO.

Thank you for the opportunity to comment.

Sincerely Mary Gibson Scott

Dear Roby & Teton County Planning Staff:

Please accept this email as a letter of support for the Jackson Hole Golf & Tennis Club's efforts to meet the needs of their employee housing requirements.

Their approach is consistent with Teton County's housing initiative, housing 65% of their employees on site - and they have the space and the will to make it happen, without asking for financial support from County Gov or State (WCDA).

I understand their resort master plan amendment as been submitted in an effort to provide housing options on a 6.3 acre parcel currently owned by JHG&T. By granting their amendment, it will not limit your involvement regarding approval for their development plan - but it will create more flexibility/creative thinking to maximize the opportunity.

I currently sit on the Wyoming Community Development Authority Board (WCDA) - an instrumentality created by the State Legislature to help meet affordable housing (ownership and rental) needs. Flexibility is becoming key to solving some of these challenges, and Teton County ranks at the top of 'land challenged' communities.

I hope you can grant JHG&TC's request for the housing amendment to allow collaborative, creative solutions that meet their needs, the needs of their local residents (always central to planning decisions), and keep more of our local workforce in our Valley.

Thank you for your time,

Kari Cooper

PO Box 1483, Jackson, WY 83001

Teton County Planning,

I do hope that the County is going to positively work with JHG&TC and concerned neighbors to move forward with this housing proposal. Use of an already disturbed area and simple mitigation efforts will bring workforce housing out of town and close to the work place. This will generally reduce traffic on the highway or Spring Gulch Road as well as open up housing opportunities for others in town. Seems to fit the needs of the community pretty well.

Bob Hammond, P.E.

Resident Engineer

WYDOT - Jackson, WY

Dear Teton County Planning Commission

I write to you as a Teton County business owner, employer and most importantly neighbor of Jackson Hole Golf and Tennis in full support of JHG&TC Master Plan Amendment, PUD2018-0001.



Affordable workforce housing continues to be one of the challenges of living and working in Teton County. There are a lot of opinions about how to solve (or at least lessen) this never-ending problem but rarely do we see a large employer really step up to the plate with creative, low impact solutions for their staff. I believe that this plan really has legs and will not impact me as a neighbor nor the wildlife that wander through our neighborhoods regularly.

Given the proximity of the area being proposed to JHGT's core operations, I believe that this creative solution will be executed in a very low impact way while providing staff members a safe, comfortable place to live. An added bonus being they will not have to drive to work! They can walk across the street or down the pathway.

Thank you for your work for the place we love and your consideration for approving this project!

Respectfully,

Jason Williams
Founder/CEO

Dear Planning Commissioners,

November 28, 2018

I oppose the application by Vail/JHG&T to amend the 2002 Master Plan which would possibly allow a future employee trailer park in the NRO in a currently forested area and not within the existing maintenance yard footprint, adjacent to a seasonal channel (ditch) of the Gros Ventre River. This area includes critical moose habitat, cavity nesting birds and raptor nests. It is also in the wildlife migration corridor.

Vail/JHGT could build permanent employee housing as envisioned in the original Master Plan. This change is simply a way for Vail to save money at the expense of Wildlife, the residents and critical habitat.

In 2002, as part of the TC approved Vail Master Plan EA, the WY G&F Dept. recommended that no further development occur west of the Snack Shop. Despite this, the new application is proposing new development in the area that was to be left undeveloped.

Teton County's 2018 new wildlife habitat map shows this same area, as an area to specifically avoid for any new development due to its important habitat for wildlife.

Vail's application seems to show that for 5 months of the year the seasonal trailer park would be occupied by JHG&T employees, but that at other times of the year the trailer spaces could potentially be rented to others. The rest of the year they could be long term rented. Vail/JHG&T has considered having private buyers purchase the units and then work out a lease back option for 5 months and long term rent them for 7 months.

The other golf resorts with residences in Teton County do not use trailers across from their main clubhouses to house seasonal employees. The other golf resorts are not located



immediately adjacent to Grand Teton National Park lands and within the Gros Ventre River wildlife migration corridor.

Grand Teton Lodge Company executives have repeatedly publicly stated their unwillingness to expend capital funds to construct employee housing despite the fact this was previously envisioned in the 2002 Master Plan. They want to place the burden on the seasonal employees to arrive with their own trailer as a housing unit.

Yet Vail has a very healthy financial picture and has invested major capital in employee housing at its other resorts throughout the US and in Canada. So too have other large employers here in Teton County.

Residents who purchased homes or constructed homes in the neighborhoods adjacent to JHG&T expected that a residential resort (PUD) of this caliber, with an approved Master Plan, would continue to remain a residential area with high standards as spelled out in the 2002 Master Plan. Residents overwhelmingly oppose a seasonal trailer park being permitted as a future housing option as can be attested to by the many residents who attended meetings held at the JHGT clubhouse to oppose the trailer park or any other short term housing solution in this area.

It is also curious that some neighbors were told that an area that had generally been identified in the 2002 MP as a potential place to expand with a few town home style housing units, could not be used. Yet it is now being considered as a location for Verizon to construct a 75 foot mono pine tower, surrounded by a fence adjacent to the current employee dorms. Of course Vail/JHG&T will benefit financially by construction and leasing fees that Verizon will be paying for years to come.

Thank you for your review of this application and your attention to the concerns of many of us who live year round in proximity to JHG&T.

Thomas and Linda Markovits
6290 Junegrass Road Jackson Wy 83001

Good Afternoon,

I am sending this email to voice my support for the proposed resort master plan amendment to Teton County that will allow for more employee housing at Jackson Hole Golf & Tennis (PUD2018-0001). JHG&TC is being proactive in helping alleviate the current housing crisis by using their own land & funds to provide housing for their employees, and should be applauded for their efforts.

Thank you,
Ben Mateosky
Owner, Mateosky Construction, Inc.

Hi Roby and planning team



I wanted to just briefly write you with my comments concerning the Golf and Tennis proposal for employee housing.

I am in support of Golf and Tennis using there 6 acres to develop employee housing. Any employee housing will help the overall situation in Jackson. So I support their endeavor to house more of their staff.

I would not support any part of the plan that would allow Golf and Tennis to Sell any of the units....they would have to stay strictly employee housing for ever.

Thanks for taking the time to read my comments

Ed Ed Krajsky
The Lexington at Jackson Hole

Dear Board of County Commissioners,

I oppose any change to the 2002 Master Plan developed for Jackson Hole Golf and Tennis.

Prior to purchasing a residential lot, and building my home I reviewed the Master Plan, and determined that this area would be a great homesite, with abundant protected wildlife habitat. There is no reason to amend the 2002 Master Plan.

Vail Corp is obligated to provide the employee housing as indicated on the approved 2002 Master Plan. (3-3 bedroom Town Homes.)

It is interesting to note that Vail Corp has recently set aside \$30 Million Dollars for employee housing in the Western States.

According to the Vail Corp Website:

“The Company is willing to use its own land, capital or commitments to long-term lease guarantees to assist in bringing

new employee housing projects to fruition. The mission of Vail Resorts is to provide an experience of a lifetime to our guests and we make that happen

by providing an experience of a lifetime for our employees”.

I don't believe that instructing Golf and Tennis employees to bring a trailer or RV is the “experience of a lifetime”.

Why do Jackson Hole Golf and Tennis employees deserve less comfortable living accommodations than the Vail employees in other Western States???

Please do not amend the 2002 Master Plan.

Thank you,



Arthur Miller
635 E Wild Rye Drive
The "Homesites" at Jackson Hole Golf and Tennis

Dear Board

We are writing to oppose the Vail resorts application to amend the Master Plan. We live in East Zenith and chose this area due to the wildlife access.

As an artist and lover of wildlife, wildflowers, scenic rivers and the corridor that is so important to those of us that paid a price to live by the side of it, we chose this area specifically rather than the urban feel of the town of Jackson.

Please don't allow Vail Resorts to wreck our backyard.

They chose to tear down their housing for employees (Teal Eye) many years ago. This specific dormitory housing, such as what they are trying to implement now, had NO impact on Wildlife or the corridor as it sat on a lot that Vail chose to redevelop and sell. That was THEIR choice. And they do have the option of redeveloping another such lot but NOT in a wildlife corridor.

We have to ask Vail, are they being selfish, asking their neighbors to suffer the impact by creating a lifestyle that none of the neighbors wanted when they bought in the area, knowing that there was protection from urban living along the river.

Please lay this crazy idea to rest and insist JHGT live by the heritage that is stated in their website history which is "allowing cottonwoods, spruce and aspens to thrive" - protection provided for by the MASTER PLAN.

Susan & Fred Kingwill
5600 East Zenith Road
Jackson, Wyoming

Dear Teton County Commissioners,

We are writing as a ten year owner of one of the Cabins at Jackson Hole Golf & Tennis.

Prior to purchasing our cabin we had visited Jackson Hole for a short vacation and truly were charmed by the scenic beauty and amenities of the Jackson Hole experience. So much so, after admiring the new facilities and greenery of the redeveloped golfing facilities, stepped into a marketing trailer, and signed up on the over-subscribed list of potential buyers of these to-be-built cabins.

We looked at the models, walked the site where previously existing tennis courts were being removed, and reviewed the future plans. We were entranced by the potential to combine something newly built and be so compatible with the wondrous natural wooded setting.

After being lucky enough to purchase a cabin, we were quite surprised years later to learn of that Vail Resorts is now proposing to amend their commitment to provide for employee housing which is different than what they originally submitted.

They now are seeking approval to provide more housing than what is needed, giving preference to JHG&T employees. No one questions the need to preserve existing habitat for the various roaming ungulates, the need



to preserve the trees and vegetation for so many animals that are afforded shelter and protection, and the protection of the scenic beauty for all who visit or live here.

So why does Vail wish to change the proposed housing? To save money and not build what they originally proposed? In order to gain favor with the commissioners, to build more seasonal worker housing than needed for JHG&T, and make presumably more money doing so?

We accept the housing proposal as originally submitted.

Please note that the existing maintenance facilities as viewed from the south do not live up to the landscaped screening as envisioned and prescribed. The yards have more of an industrial look due to the viewing of the “backyard” operations required for golf course maintenance. But more could be done to shield these necessary activities from the passers-by view.

Temporary housing, trailer pads, tented housing, recreational vehicles are not compatible with the context of the preservation of the natural resources and environmental conditions at this site.

Building permanent low-cost housing for seasonal employees consistent with the original plan works for the community, not the amended expansion of alternate types in order to save money for the developer.

Nor should there be a need to allow the developer to build more housing than is what is absolutely needed for employees. No one challenges the general need for more affordable housing in the Jackson Hole area; however, this particular heavily wooded site is strongly populated with all varieties of animal life since it is a protected corridor paralleling a number of natural waterways.

As custodians and fiduciaries of the protection of what makes Jackson Hole so unique and precious, please do not vote to approve this amendment.

Respectfully,

Timothy C. Macker and Kathleen K. Macker

cover page

total 15 pages

To: Roby Hurley
Teton County Planning Commission

(307) 733-4451

Re: Nov. 13, 2018
Agenda

Item #5

Golf & Tennis
application

11/11/18

To: Roby Hurley - Chief Planner
Teton County Planning Commission
fax # (307) 733-4451

Fr: S & B Irrevocable Trust - Susan
Frankewich Trustee
6275 Aspen Drive, Jackson, WY 83001
phone 733-5733 ("Homeowner")

* Re: November 13, 2018 Planning Comm,
Agenda Item #5 re Jackson Hole,
Golf & Tennis application for
amendment re employee housing (Applicant)

Dear Mr. Hurley,

This comment to Applicant is being submitted by Homeowner within the affected area as noticed by Teton County. In summary, the Homeowner submits the Applicant's application is irrationally vague, non-specific, lacking in detail, lacking in compliance with existing CC&R's and deed restrictions of the Jackson Hole Golf & Tennis community, violative of the Teton County Land Development Regulations ('LDR'), constitutes a safety risk, devaluation of property, nuisance, non-conforming transient (not affordable housing) proposal.

The salient facts, background and basis for The Homeowner's summary is as follows:

A. Applicant

The Applicant is Jackson Hole Golf & Tennis an entity owned by Vail Resorts, Inc. In 2018, Vail Resorts enjoyed net income in excess of \$370 million. Its five year trend of income and revenue has skyrocketed. See attached Vail Resort public reports. This is not a small mom and pop local business trying to make ends meet and attract a few employees.

B. Golf & Tennis Community CC+R's

The entire Golf & Tennis community is subject to master, 1st Filing, 2nd Filing and 3rd Filing CC+R's - all of which are deeded property owner restrictions which strictly prohibit campers, RV's, parked cars, ATV's, golf carts, motorcycles, scooters and oversized vehicles parking outside. There is no exception. * The CC+R's require any amendment be approved by 2/3 vote of all homeowners. * There has been no attempt by Applicant to amend The CC+R's to obtain homeowner approval for its proposed application intentions.

C. Current Housing Approval

In 2002, Applicant received approval to construct employee housing (3 bedroom, 2 bath) townhouses on Spring Gulch Road. A number of units were built and utilized as employee housing. There has been no evidence to suggest why more of the same type of housing could not be built (if it is really needed — there is no independent calculation of affordable employee housing need). The 2002 approval allows more of the same type of housing.

The Applicant (from what can be gleaned from the vague application lacking in any sketch, plan or detail) is seeking to build a seasonal campground hundreds of yards away and near the landscape building. This is not adjacent to the current employee housing (with the entire 10th hole in between). The landscape building and area do not appear to be in compliance with screening requirements to screen from Spring Gulch view. The junkyard/recycling center appearance directly across the street from the Clubhouse. Keeping in mind this

area is on a curve on the road so ⁴ would create more danger of traffic in and out if a campground of unknown quality is allowed.

D. Meetings / Proposals / Lack of Transpare

Approximately 2 years ago There was a proposal to have Applicant build camper/ RV pads with water and power adjacent to The landscape building. Homeowners were told it would be about 15-20 pads and only high-end RV/camper (with kitchen and bathroom facilities) would be allowed for seasonal employees to park June 1 - Sept. 30. The Application submitted to Teton County didn't quite look that way.

Last year, communications were floated that Applicant had changed its mind and wanted to do tiny houses adjacent to The landscape building. Talk was that Vail was looking for "investors" who would rent the pad space from Vail, be responsible to build the tiny house, rent to employees in the summer and be free to rent to anyone the rest of the year.

Now Applicant has submitted The pending July 2018 application. A review of The applicatio

make it clear that if you gave Applicant a 2' x 2' whiteboard and said "what do you want" no coherent, rational plan, site sketch or firm development exists. This flies in the face of due process for Homeowners to be noticed and have a fair opportunity to be heard. Deficiencies and inconsistencies in the application included a multitude of issues which hide the ball and provide no basis for approval.

E. Applicant's Application

The application seeks to amend/strike language from the 2002 approval for employee housing by deleting the townhouse/dormitory requirement. There is no detail or specificity of what is to be built or developed for alleged employee "housing". P. 18 section 2(b) admits the application is for "seasonal employees" housing - not full-time employees and without a showing of 1) need, or 2) why the existing approved housing could not be expanded, and 3) appears to want RV approval.

Section 1, p. 12 emphasizes there will be no "structures" built. Yet, Section 3 on p. 13 states there would be a blending of 'structures' to minimize the mass of development, with

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no detail of structures, mass or development. The application references RV's with no specifics of size, quality or amenities. Any development would require electrical, water, sanitary sewer, spaces/pads etc all with density or other details. There is a proposal to remove existing trees in a 2:1 ratio with no explanation. There is no firm (ie 60%) landscaping ratio, parking facilities traffic or setbacks from Spring Gulch to screen this transient campground.

There is certainly no explanation why the existing Gros Ventre campground 2 miles away can not be used as it has been for decades by Grand Teton Park employees and other town employees. Using the Culter Bay employee campground as an example by Applicant is a good example of how deplorable things will get.

F. Teton County Land Development Regulations (LDR)

The LDR purpose and intent defined in Div. 1.3 is to "promote the health, safety and general welfare of the present and future inhabitants of the community" (not transient seasonal workers).

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Div. 1.3(c)(1) "quality of life" is to 'ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally.' Div. 1.3(c)(4) requires 'timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner', Div. 1.3.4(a) is to ensure standards are consistently applied to similar applications and circumstances ~~at~~ Div. 1.3.4(b) is to ensure landowners, the public and decision-makers know the amount, location and type of growth to expect' The complete lack of specificity and transparency of The Applicant renders meaningless the intent and purpose of LOR

with respect to The deed restricted filed CCX LOR Div. 1.6.6 provides The LOR is not intended to supersede, annul or interfere with any "covenant, deed restriction or other private agreement." The Applicant is clearly trying an impermissible end-run around its legally mandated restrictions, especially the failure to obtain (as a precondition to The application) $\frac{2}{3}$ approval/amendment by homeowners.

~~The~~ The application should be declared void and premature based on the failure to comply with The deed restricted CC+R's of The Golf and Tennis community. The LOR recognizes it cannot supersede The CC+R requirement.

Under Div. 1.9, The Applicant is clearly seeking a non-conforming deviation for The property based on the 2002 approval, seeking to strike The real "housing" requirement, lack of evidence of any need, lack of evidence why it cannot comply with The 2002 approval and expand housing on The existing area. There is no exemption, exception or justification for non-compliance, rather than the "el cheapo" desire for deviation from The existing employee housing.

The LOR set for affordable workforce housing standards in Div. 6.3 which provides The purpose is to provide work force housing proportionate to The need. The legislative mandate is defined to establish a "local workforce", not transient, seasonal migration. The goal is to have 65% of The employed locally, live locally. The burden is on The Applicant to comply with The LOR.

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Div. 6.3.3. authorizes The Director to require an independent calculation to determine if affordable housing is needed, its timing and location.

There is no showing or evidence anywhere in The Application as to need, location where proposed, to satisfy The Application burden.

Further, Div. 6.3.4. specifically defines what constitutes "affordable workforce housing" and there is no reference to RV's, campers, tiny houses or as Applicant desires. Applicant has made no showing or evidence why it can't (not won't) comply with approved 2002 plan for employee housing. There is no basis in the LDR to approve a campground on a seasonal basis for seasonal employees.

The Applicant's attempt to gain approval of an unknown, future something we're not going to tell you is a misguided attempt to ~~scam~~ scam the homeowners and County. The intentional lack of specificity, flag waving of "employee housing" with no showing of need and failure to comply with the spirit and requirements of LDR warrants denial.

G. Homeowner Concerns

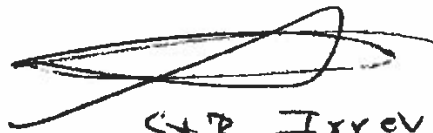
There have been no cogent, honest answers to many questions re The Applicant's intentions. Questions regarding employee work hour requirements, restrictions, housing income/other property ownership, guests, rentals, security at employee housing have all gone unanswered. Questions of employee criminal background checks, drug testing have been ignored. When the campground issue arose, there were questions re type of RV/campers, abandoned RV's, removal at season's end, insurance/surety for safety/security were all raised with responses by Applicant like yeah-yeah we're looking at it, we'll deal with it in the future, we're not sure etc. The elephant question in the room as to why Applicant won't comply with the 2002 approval and build more similar employee housing, if needed is consistently ignored.

Approval of the Application would promote an eyesore, nuisance, unreasonably interfere with property rights, safety, traffic and devalue homeowner's property (at a time when the past 2 assessors routinely/annually raise taxes 30-60% on

Golf & Tennis homeowners)

Homeowner requests The Planning Commission to reject The Application for lack of specificity, need, violations of The CC & R's, safety concerns and failure of The Applicant to uphold its burden of proof for The amendment/application.

Sincerely,



S & B Irrevocable Trust
by Susan Frankewich Trustee

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Vail Resorts Reports Fiscal 2017 Fourth Quarter and Full Year Results and Provides Fiscal 2018 Outlook

BROOMFIELD, Colo., Sept. 28, 2017 /PRNewswire/ — Vail Resorts, Inc. (NYSE: MTN) today reported results for its fourth quarter and fiscal year ended July 31, 2017 and provided its outlook for the fiscal year ending July 31, 2018.

Highlights

- Net income attributable to Vail Resorts, Inc. was \$210.6 million for fiscal 2017, an increase of 40.6% compared to fiscal 2016. Included in net income for fiscal 2017, on a pre-tax basis, are charges for an increase in the Canyons contingent consideration of \$16.3 million and a future contribution to Town of Vail parking of \$4.3 million, as well as a foreign currency gain of \$15.3 million on the intercompany loan to Whistler Blackcomb Holdings Inc. ("Whistler Blackcomb").
- Resort Reported EBITDA was \$593.4 million for fiscal 2017, an increase of 31.1% compared to fiscal 2016. Fiscal 2017 Resort Reported EBITDA includes the operations of Whistler Blackcomb and Stowe Mountain Resort ("Stowe") prospectively from their respective acquisition closing dates and \$10.8 million of acquisition and integration related expenses.
- Season pass sales through September 24, 2017 for the upcoming 2017/2018 North American ski season increased approximately 17% in units and 23% in sales dollars as compared to the period in the prior year through September 25, 2016, including Whistler Blackcomb and Stowe pass sales in both periods, adjusted to eliminate the impact of foreign currency by applying current period exchange rates to the prior period.
- The Company issued its fiscal 2018 guidance range and expects Resort Reported EBITDA to be between \$652 million and \$682 million, including an estimated \$2.6 million of integration related expenses.

Commenting on the Company's fiscal 2017 results, Rob Katz, Chief Executive Officer, said, "We achieved another year of record-breaking results with strong growth across our business. We are very pleased to complete the year with Resort Reported EBITDA of \$593.4 million, which included \$10.8 million of acquisition and integration related expenses. Our results were driven by our world-class network, the acquisition of Whistler

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New York	London	Tokyo	DOW	-201.92	NASDAQ	-123.98	S&P 500	-25.02
Closed	Closed	Closed	25,968.30	-0.77%	7,406.90	-1.65%	2,781.01	-0.92%

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Vail Resorts Inc.

NYSE: MTN

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After Hours - Quotes are delayed by 20 min

\$265.37

0.00 0.00%
Volume 2,134



Previous close
\$ 265.37
-2.03 -0.76%

Day low
\$263.48

Day high
\$267.16

52 week low
\$200.68

52 week high
\$302.76

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[Annual Financials](#)

Annual Financials for Vail Resorts Inc.

View Ratios

Fiscal year is August-July. All values USD millions.

	2014	2015	2016	2017	2018	5-year trend
Sales/Revenue	1.25B	1.4B	1.6B	1.91B	2.01B	
Cost of Goods Sold (COGS) incl. D&A	1.12B	1.2B	1.31B	1.5B	1.35B	
COGS excluding D&A	984.37M	1.05B	1.15B	1.32B	1.14B	
Depreciation & Amortization Expense	140.6M	149.12M	161.49M	189.18M	204.46M	
Depreciation	136.6M	144.02M	156.79M	180.86M	199.16M	
Amortization of Intangibles	4M	5.1M	4.7M	8.3M	5.3M	
Gross Income	129.67M	203.57M	287.3M	402.72M	662.87M	
	2014	2015	2016	2017	2018	5-year trend
SG&A Expense	-	-	-	-	251.81M	
Research & Development	-	-	-	-	-	
Other SG&A	-	-	-	-	251.81M	
Other Operating Expense	-	-	-	-	-	
Unusual Expense	22.03M	2.16M	4.2M	23.8M	(1.85M)	
EBIT after Unusual Expense	107.64M	201.41M	283.1M	378.92M	412.92M	
Non-Operating Income/Expense	(1.21M)	(1.91M)	(123,000)	15.62M	(13.07M)	
Non-Operating Interest Income	375,000	246,000	723,000	6.11M	1.94M	
Equity in Affiliates (Pretax)	1.26M	822,000	1.28M	1.88M	1.52M	
Interest Expense	64M	51.24M	42.37M	54.09M	63.23M	
Gross Interest Expense	64M	51.24M	42.37M	54.09M	63.23M	

	2014	2015	2016	2017	2018	5-year trend
Interest Capitalized	-	-	-	-	-	-
Pretax Income	44.07M	149.33M	242.62M	348.45M	340.09M	
Income Tax	15.87M	34.72M	93.17M	118.73M	(61.14M)	
Income Tax - Current Domestic	9.65M	18.17M	81.11M	83.98M	(33.8M)	
Income Tax - Current Foreign	-	3.58M	4.43M	18.31M	18.44M	
Income Tax - Deferred Domestic	6.22M	13.16M	8.65M	32.67M	(42.98M)	
Income Tax - Deferred Foreign	-	(189,000)	(1.03M)	3.77M	(2.79M)	
Income Tax Credits	-	-	-	-	-	
Equity in Affiliates	-	-	-	-	-	
Other After Tax Income (Expense)	-	-	-	-	-	
Consolidated Net Income	28.21M	114.61M	149.45M	231.72M	401.23M	
Minority Interest Expense	(272,000)	(144,000)	(300,000)	21.17M	21.33M	
Net Income	28.48M	114.75M	149.75M	210.55M	379.9M	
Extraordinaries & Discontinued Operations	-	-	-	-	-	
Extra Items & Gain/Loss Sale Of Assets	-	-	-	-	-	
Cumulative Effect - Accounting Chg	-	-	-	-	-	
Discontinued Operations	-	-	-	-	-	
Net Income After Extraordinaries	28.48M	114.75M	149.75M	210.55M	379.9M	
Preferred Dividends	-	-	-	-	-	
Net Income Available to Common	28.48M	114.75M	149.75M	210.55M	379.9M	
EPS (Basic)	0.79	3.16	4.13	5.36	9.40	
Basic Shares Outstanding	36.13M	36.34M	36.28M	39.25M	40.4M	
EPS (Diluted)	0.77	3.07	4.01	5.22	9.13	
Diluted Shares Outstanding	37.06M	37.41M	37.31M	40.37M	41.62M	
EBITDA	270.27M	352.69M	448.79M	591.88M	616.53M	

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RECOMMENDED





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JANUARY 2, 2019
MEETING DATE: JANUARY 7, 2019

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

SUBJECT: **ITEM P18-208:** A REQUEST FOR AN AMENDMENT TO THE SNOW KING
PLANNED RESORT DISTRICT MASTER PLAN

APPLICANT: SNOW KING RESORT MASTER ASSOCIATION - SKRMA
RYAN STANLEY

REQUESTED ACTION

The applicant and staff are requesting that all three items related to the SKRMA application to amend its Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development of the Town Land Development Regulations specifically including the following requests be continued until the Regular Town Council meeting on January 22, 2019:

- A. Amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development;
- B. Amendment to an associated Sketch Plan pursuant to Section 8.3.1 Sketch Plan; and
- C. Provide comment/recommendation to the USFS on the NEPA review of additional improvements on USFS land.

Please see the attached letter from the applicant regarding this matter. In addition, staff notes that should Council choose to consider an alternative date for continuance the suggested motion would just need to be revised to reflect the desired date and time.

SUGGESTED MOTION

I move to continue Item P18-208, an amendment to the Snow King Planned Resort District Master Plan and associated Sketch Plan and the consideration of a draft letter to the United States Forest Service outlying comments on the Snow King Mountain Resort On-Mountain Improvements Project Proposal to the January 22, 2019 Regular Town Council meeting.

ATTACHMENTS

Applicant letter dated January 2, 2019



January 2, 2019

Ryan Stanley
Vice President & General Manager
Snow King Mountain Resort

Tyler Sinclair
Town of Jackson Planning Director
PO Box 1687
Jackson, WY 83001

Dear Tyler,

Based on the suggested changes to the Master Plan Amendment brought up at the November 14th, 15th, December 4th, and December 20th special Town Council meetings for review of the Snow King Master Plan Amendment, we would like to provide some additional information.

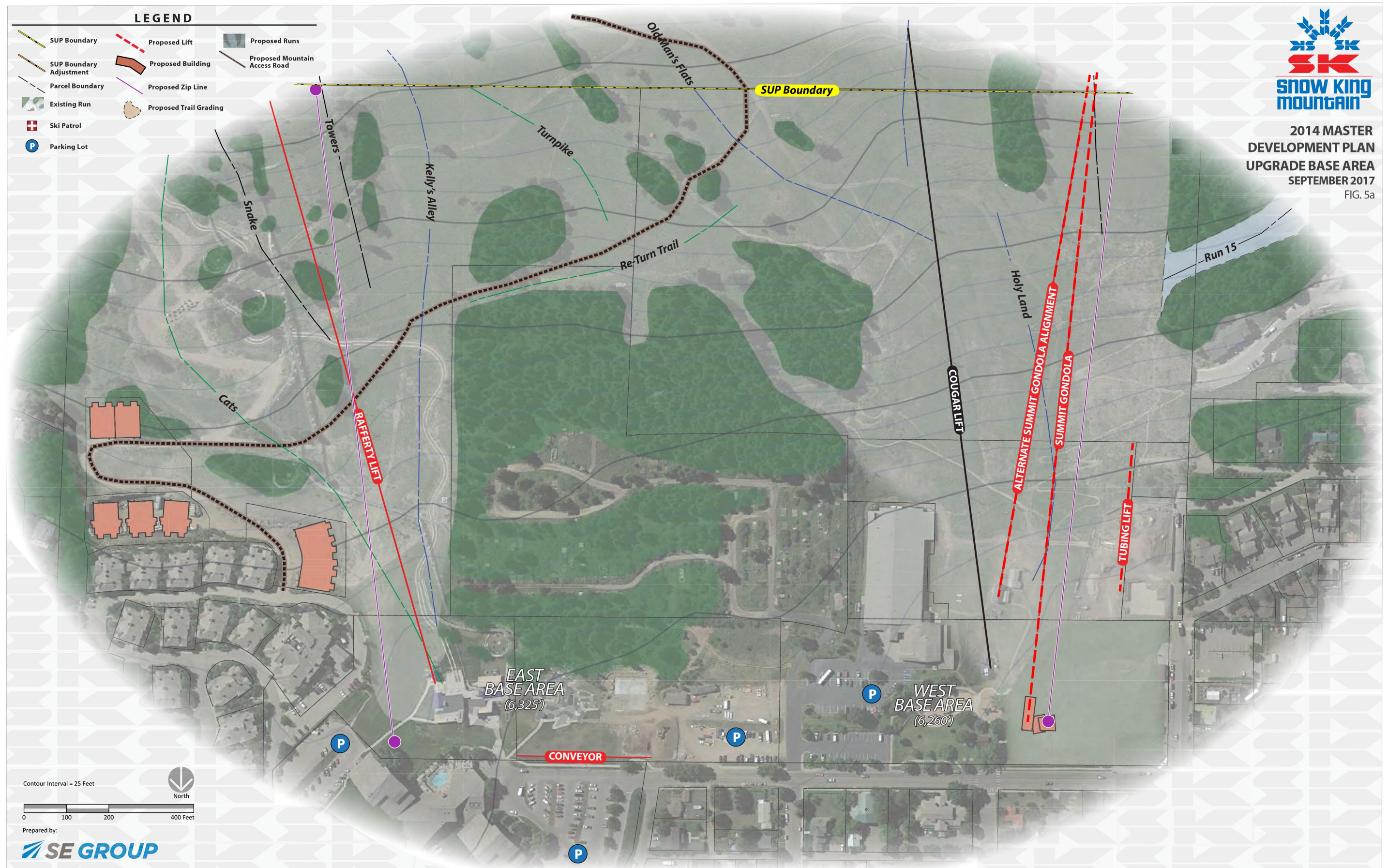
In response to comments from the Town Council at the December 20th meeting, we have been working with staff to create a specific formula and proposal for the housing chapter. We intend to submit a housing proposal for consideration by January 10th as we have not had sufficient time for discussions with staff due to the holidays.

We would like to request that staff wait to draft a letter to the USFS for proposed improvements to the mountain until all aspects of the Master Plan Amendment have been thoroughly reviewed by the new Town Council. The proposed improvements on USFS land are the primary reason for this amendment and if we are unable to obtain conditioned support for these projects from the Council then we will need to withdraw the proposed amendment. In addition, it is also important to determine the lease terms for landing a gondola adjacent to the Cougar lift, within the area currently leased for ski area operations, in order to see if these terms are viable to move forward with proposed plans. Finally, we need to ascertain if it is possible to terminate a zip-line adjacent to the Rafferty lift as part of this master plan amendment. The final portion of this zip-line would be entirely on private property and could be independent of any additional zip-lines on USFS land.

As such, we would like to ask the Council to postpone all Snow King items for review on January 7th to January 22nd or to set aside time during a workshop or special meeting prior during this timeframe to review the topics of housing, leases, zip-line, and USFS projects. Attached is a map that shows the location of the proposed zip-line for review, please reference the letter dated 12/18/18 for proposed lease terms. Thanks again for your help with this process.

Sincerely,

Ryan Stanley





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JANUARY 2, 2019
MEETING DATE: JANUARY 7, 2019

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

SUBJECT: **ITEM P18-208:** A REQUEST FOR AN AMENDMENT TO THE SNOW KING
PLANNED RESORT DISTRICT MASTER PLAN

APPLICANT: SNOW KING RESORT MASTER ASSOCIATION - SKRMA
RYAN STANLEY

REQUESTED ACTION

The applicant and staff are requesting that all three items related to the SKRMA application to amend its Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development of the Town Land Development Regulations specifically including the following requests be continued until the Regular Town Council meeting on January 22, 2019:

- A. Amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development;
- B. Amendment to an associated Sketch Plan pursuant to Section 8.3.1 Sketch Plan; and
- C. Provide comment/recommendation to the USFS on the NEPA review of additional improvements on USFS land.

Please see the attached letter from the applicant regarding this matter. In addition, staff notes that should Council choose to consider an alternative date for continuance the suggested motion would just need to be revised to reflect the desired date and time.

SUGGESTED MOTION

I move to continue Item P18-208, an amendment to the Snow King Planned Resort District Master Plan and associated Sketch Plan and the consideration of a draft letter to the United States Forest Service outlying comments on the Snow King Mountain Resort On-Mountain Improvements Project Proposal to the January 22, 2019 Regular Town Council meeting.

ATTACHMENTS

Applicant letter dated January 2, 2019



January 2, 2019

Ryan Stanley
Vice President & General Manager
Snow King Mountain Resort

Tyler Sinclair
Town of Jackson Planning Director
PO Box 1687
Jackson, WY 83001

Dear Tyler,

Based on the suggested changes to the Master Plan Amendment brought up at the November 14th, 15th, December 4th, and December 20th special Town Council meetings for review of the Snow King Master Plan Amendment, we would like to provide some additional information.

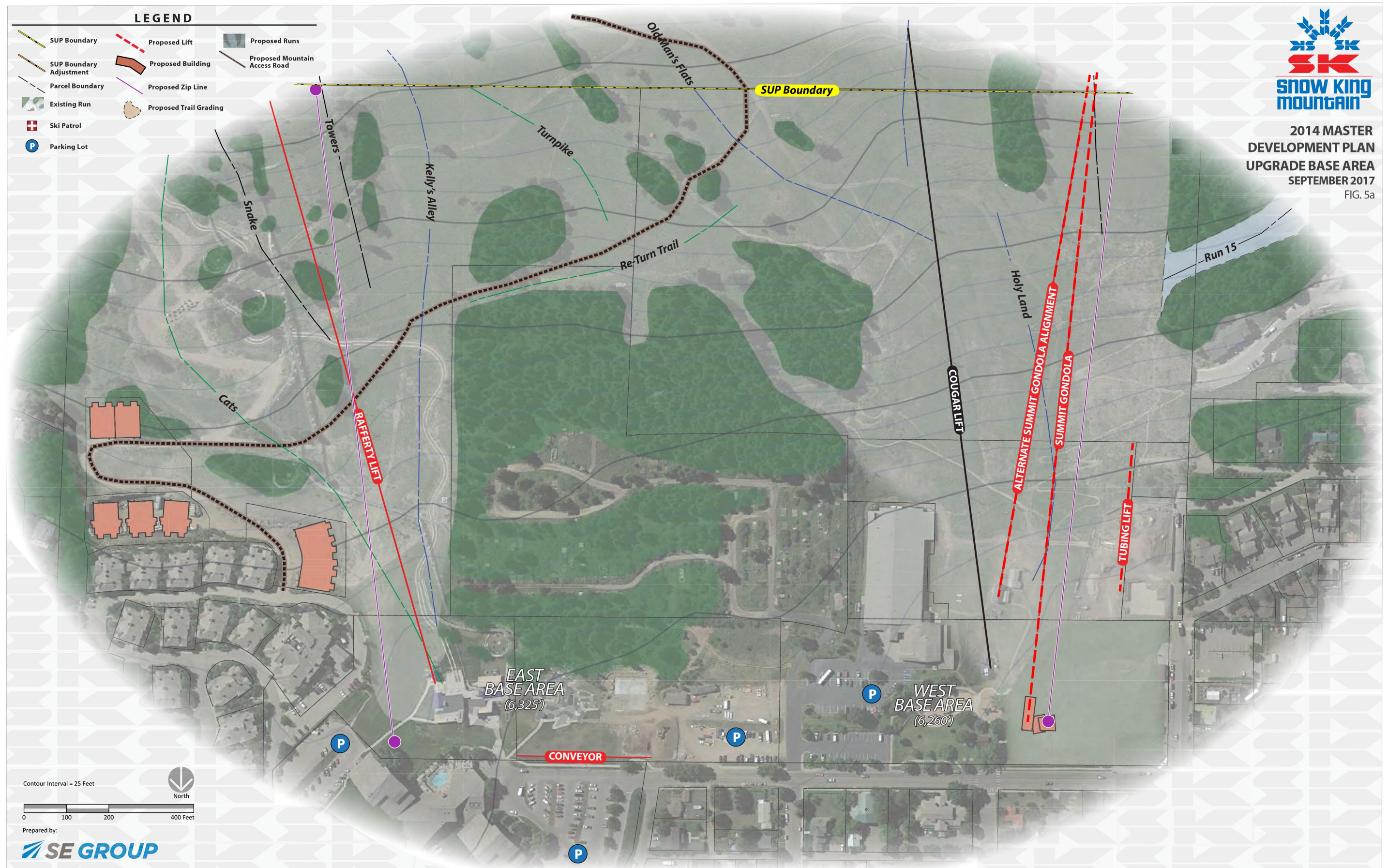
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Sincerely,

Ryan Stanley



**2014 MASTER
DEVELOPMENT PLAN
UPGRADE BASE AREA
SEPTEMBER 2017**
 FIG. 5a



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 3, 2019
MEETING DATE: January 7, 2019

SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Tyler Sinclair
PRESENTER: Paul Anthony

SUBJECT: **ITEM P18-314:** Amendment to the text of the Land Development Regulations, pursuant to Section 8.7.1, LDR Text Amendments, to revise portions of Div. 2.2, Div. 6.1, Div. 7.6, and Div. 9.4 and other related sections to clarify and correct a variety of provisions in LDRs.

APPLICANT: Town of Jackson

REQUESTED ACTION

Amendment of various sections throughout the Land Development Regulations (LDRs), pursuant to Sec. 8.7.1, to address a variety of issues to clarify and correct provision within the LDRs.

APPLICABLE REGULATIONS

Sec. 8.7.1. LDR Text Amendment

BACKGROUND

With the recent adoption of the Districts 3 – 6 LDR update in July, 2018, a large number of new zone districts were adopted and many sections of the LDRs were changed. It is common in such large update efforts that certain new standards or provisions need to be clarified or fixed based on staff's experience in reviewing and applying the new standards to new projects. There are also cases where newly adopted standards are inadvertently inconsistent with existing standards in other parts of the LDRs that should be resolved.

LOCATION

The amendments would apply Town-wide.

PROJECT DESCRIPTION

The provisions in this LDR cleanup are intended to be "quick fixes," meaning that they are intended to be simple and straight-forward changes to targeted areas of the LDRs. None of the proposed changes should involve policy-level considerations as they are more technical in nature.

The Town's direction through the annual Comprehensive Plan Work Program is to complete these clean-up amendments on a regular basis so that implementation of the LDRs remains consistent with the Comprehensive Plan and the LDRs are as clear as possible for the public. The goals of this amendment includes the following:

- To make the LDRs more internally consistent;
- To save staff and applicant time by increasing the efficiency and clarity of the LDRs;

- To address issues that reoccur and need to be addressed in a timely manner, rather than wait to address them as part of a larger LDR update effort.

STAFF ANALYSIS

The issue and the related rationale for the proposed change is provided in the attached table.

PLANNING COMMISSION

The Planning Commission heard this item on December 5, 2018 and approved by a 5 – 0 vote the proposed LDRs amendments without any changes.

STAKEHOLDER ANALYSIS

To date no public comment has been received on this application.

STAFF FINDINGS

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. The purpose of the LDRs is to predictably implement the Comprehensive Plan. The proposed amendment clarifies and corrects portions of the LDRs in order to allow staff and the public to better understand the development standards and procedures and to increase the efficiency and fairness in the application of the LDRs.

2. *Improves the consistency of the LDRs with other provisions of the LDRs;*

Complies. The proposed amendment clarifies and corrects portions of the LDRs in order to resolve inconsistent text in different parts of the LDRs.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. The proposed amendment clarifies and corrects portions of the LDRs in order to provide greater flexibility and more development options, in certain cases, for landowners.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. The proposed amendment clarifies and corrects portions of the LDRs in order respond to the recent adoption of the Districts 3 – 6 LDR update.

5. *Improves implementation of the Comprehensive Plan; and*

Complies. The proposed amendment improves the implementation of the Comprehensive Plan by increasing the predictability and efficiency of the LDRs.

6. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendment does not conflict with any other Town Ordinances.

ATTACHMENTS

1. Application

LEGAL REVIEW

Complete.

RECOMMENDATION

The Planning Director recommends approval of P18-314.

SUGGESTED MOTION

Based upon the findings pursuant to Section 8.7.1.C for an amendment to the text of the Land Development Regulations, as presented by the applicant and by the Council for Item P18-314, the application: 1) Is consistent with the purposes and organization of the LDRs; 2) Improves the consistency of the LDRs with other provisions of the LDRs; 3) Provides flexibility for landowners within standards that clearly define desired character; 4) Is necessary to address changing conditions, public necessity, and/or state or federal legislation; 5) Improves implementation of the Comprehensive Plan; and 6) Is consistent with other adopted Town Ordinances, I move to **approve** the requested text amendments subject to this staff report and the departmental reviews attached hereto.



2018 Town LDR Cleanup (P18-314)

Draft: January 3, 2019

LDR Section	Issue and Staff Recommendation	Proposed Amendment												
1 2.2.1.C	Pedestrian Frontages: Clarify that the standards for Pedestrian Frontages apply only to <u>public</u> streets, not private roads. Because the town only has a few public roads (usually located in residential areas where Pedestrian Frontages don't apply anyway), this change should have limited impact but will avoid confusion in certain circumstances.	"Pedestrian frontages are the spaces that occur on public or private property between the curb and the building, and are required along all primary and secondary <u>public</u> streets. Good pedestrian frontages are essential for fostering mixed-use, walkable, and pedestrian-oriented development." <i>[NOTE: On private roads, the Planning Director and Town Engineer may require sidewalks on a case-by-case basis based on safety and other considerations]</i>												
2 2.2.2.B.1 2.2.3.B.1 2.2.4.B.1 2.2.5.B.1 2.2.6.B.1 2.2.7.B.1 2.2.8.B.1 2.2.9.B.1	Site Development Setbacks: Add "sidewalks" to parking and driveways as exceptions to the site development setbacks. The purpose is to allow private sidewalks that access a front door or the back of a house to be within 5' or 1' of the side/rear property line (depending on zone), just like parking areas and driveways. This same change is needed in all the residential zones.	(Table - Lot Standards) <table><tr><th colspan="2">Site Development Setbacks [e.g., NL-1]</th></tr><tr><td colspan="2">All site development, excluding driveways, <u>s</u>idewalks, or parking</td></tr><tr><td>Primary/secondary street (min)</td><td>Same as primary building</td></tr><tr><td>Side interior/rear (min)</td><td>5'</td></tr></table>	Site Development Setbacks [e.g., NL-1]		All site development, excluding driveways, <u>s</u> idewalks, or parking		Primary/secondary street (min)	Same as primary building	Side interior/rear (min)	5'				
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3 2.2.2.B.3 2.2.3.B.3 2.2.4.B.3 2.2.5.B.3 2.2.6.B.3 2.2.7.B.3 2.2.8.B.3 2.2.9.B.3	Height Maximum: Under "Primary Building Height" change the location of "(max)" to be consistent with the mixed-use zones, such as CR-3. This same change is needed in all the residential zones.	(Table – Bulk and Mass Standards) <table><tr><th colspan="2">Primary Building Height [e.g., NL-1]</th></tr><tr><td>Height <u>(max)</u>: roof pitch ≤ 3/12 (max)</td><td>2 stories, not to exceed 26'</td></tr><tr><td>Height <u>(max)</u>: roof pitch 4/12, 5/12 (max)</td><td>2 stories, not to exceed 28'</td></tr><tr><td>Height <u>(max)</u>: roof pitch ≥ 6/12 (max)</td><td>2 stories, not to exceed 30'</td></tr></table>	Primary Building Height [e.g., NL-1]		Height <u>(max)</u> : roof pitch ≤ 3/12 (max)	2 stories, not to exceed 26'	Height <u>(max)</u> : roof pitch 4/12, 5/12 (max)	2 stories, not to exceed 28'	Height <u>(max)</u> : roof pitch ≥ 6/12 (max)	2 stories, not to exceed 30'				
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4 2.2.5.B.2	Parking Setbacks: The NL-4 zone is lacking the footnote under the "Parking Setbacks" table that says "' Excludes 20' max driveway allowed in primary/secondary street setback" that exists in all the other residential zones.	(Table – Vehicle Access Standards) <table><tr><th colspan="2">Parking Setbacks</th></tr><tr><td>Primary street* (min)</td><td>20'</td></tr><tr><td>Secondary street* (min)</td><td>10'</td></tr><tr><td>Side interior (min)</td><td>5'</td></tr><tr><td>Rear (min)</td><td>5'</td></tr><tr><td>Rear alley (min)</td><td>2'</td></tr></table> <u>* Excludes 20' max driveway allowed in primary/secondary street setback</u>	Parking Setbacks		Primary street* (min)	20'	Secondary street* (min)	10'	Side interior (min)	5'	Rear (min)	5'	Rear alley (min)	2'
Parking Setbacks														
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5 2.2.6.C.1 The recently-adopted NL-5 (which replaced the old AR zone) eliminated ARUs and replaced them with “apartments” in an effort to provide greater simplicity and flexibility to develop a property. The intent was to allow a maximum of three units/property but without worrying about the size limitations of ARUs (i.e., the 800 sf limit) in the AR zone or needing to identify a “primary” unit. However, this change created a definitional problem for Detached Single-Family Units because these units are not permitted to be attached to an apartment or any other type of unit -- other than ARUs. This prevents NL-5 owners from building a common type of project that was allowed under the previous AR zone, which was a main house (“Detached Single-Family Unit”) with a basement unit or attached secondary unit. This problem also leads to the odd result that when a unit is attached to the intended primary single-family unit, it requires that we call the primary SF home an “apartment” instead of a “Detached Single-Family Unit”, which is not what many landowners intend or want to hear. This could also cause major confusion for the assessor/banks/real estate agents, etc. because they likely want to call the main unit a “single-family home”, not an apartment. So, to restore the same options previously allowed in the AR zone, while keeping the intended flexibility, staff is proposing to allow ARUs again in the NL-5 but not to include the 800 sf maximum size for ARUs. This means that when there are two or three units on a property, the landowner can determine which unit is the primary SF unit and which unit(s) are the ARUs or apartments, depending on the development configuration and development needs. Other related changes include updating Section E to include ARUs and to fix a mistake in the Use Table to clarify that

(Table – NL-5 Allowed Uses)

Use	Permit	Density (max)	Individual Use (max)
Temporary Uses			
<u>Accessory Residential Unit (Sec. 6.1.11) (E.1) (E.2)</u>	<u>B</u>	<u>2 units per lot</u>	<u>E.1</u>

(USE TABLE CONTINUED)

Use	Parking (min) (Div.6.2)	Affordable Workforce Housing Units (min) (Div. 6.3)
Temporary Uses		
<u>Accessory Residential Unit (Sec. 6.1.11) (E.1)(E.2)</u>	<u>1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU</u>	<u>exempt</u>

(PARTIAL USE TABLE FOR “APARTMENT” USE)

Use	Affordable Workforce Housing Units (min) (Div. 6.3)
Residential	
Apartment (Sec. 6.1.4.D) (E.2)	<u>0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.76</u> <u>exempt</u>

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. Single-Family Detached ~~or~~ Apartment, or ARU. No more than 3 units of any combination are permitted on the lot.

2. Apartment and ARU Occupancy. Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

LDR Section		Issue and Staff Recommendation	Proposed Amendment																		
		“apartments” are exempt from affordable housing requirements.																			
6	2.2.7.B.3	FAR for Detached Townhouse. The FAR table for the NM-1 zone needs to add “Townhouse Detached” to clarify the FAR for this development option.	<table><tr><th colspan="3">Scale Of Development (Sec. 9.4.13)</th></tr><tr><td>FAR</td><td>< 7,500 sf</td><td>≥ 7,500 sf</td></tr><tr><td>Single-Family detached</td><td>.40</td><td>.40</td></tr><tr><td>Single-Family attached</td><td>.40</td><td>n/a</td></tr><tr><td><u>Townhouse detached</u></td><td><u>n/a</u></td><td><u>.40</u></td></tr></table>			Scale Of Development (Sec. 9.4.13)			FAR	< 7,500 sf	≥ 7,500 sf	Single-Family detached	.40	.40	Single-Family attached	.40	n/a	<u>Townhouse detached</u>	<u>n/a</u>	<u>.40</u>	
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7	2.2.7.C.1	The Use Table for the NM-1 zone needs to be clarified so that the “Density (max)” column for the “Detached Single-Family Unit”, “Apartment”, and Accessory Residential Unit” uses all refer to “E.1” instead of the current density maximums. Section E.1 clarifies how many total units are allowed on properties that are smaller or greater than 7,500 sf in size.	(Table – Allowed Uses) (PARTIAL USE TABLE) <table><tr><th>Use</th><th>Density (max)</th></tr><tr><td colspan="2">Residential</td></tr><tr><td>Detached Single-Family Unit (6.1.4.B)</td><td><u>2-units-per lot</u> <u>E.1</u></td></tr><tr><td>Apartment (Sec. 6.1.4.D) (E.1)</td><td><u>2-units-per lot</u> <u>E.1</u></td></tr><tr><td colspan="2">Accessory Uses</td></tr><tr><td>Accessory Residential Unit (Sec. 6.1.11) (E.2)</td><td><u>1-per unit</u> <u>E.1</u></td></tr></table>			Use	Density (max)	Residential		Detached Single-Family Unit (6.1.4.B)	<u>2-units-per lot</u> <u>E.1</u>	Apartment (Sec. 6.1.4.D) (E.1)	<u>2-units-per lot</u> <u>E.1</u>	Accessory Uses		Accessory Residential Unit (Sec. 6.1.11) (E.2)	<u>1-per unit</u> <u>E.1</u>				
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8	2.2.7.B.2 2.2.8.B.2 2.2.9.B.2	Curb cut width: Current standard in NM-1, NM-2, and NH-1 allows only one 20’ curb cut per frontage. The problem is that when landowners choose to develop multiple lots as one site and so have one long frontage, it may not be functional to allow only one 20’ access for this long frontage (e.g., 200’ wide lot). To provide some relief while also limiting unreasonable curb cuts, staff proposes that the standard be changed to allow one 20’ curb cut per 100’ of frontage (i.e., would need 200’ frontage to get 2 curb cuts). This change will provide design flexibility for dense developments while still protecting sidewalks and the ROW from excessive curb cuts.	<table><tr><th colspan="4">Vehicle Access Standards</th></tr><tr><th></th><th>SFD/SFA Lot Width ≤ 25’</th><th>SFD/SFA Lot Width > 25’</th><th>All other uses</th></tr><tr><td>Use</td><td>””</td><td>””</td><td>””</td></tr><tr><td>Curb cut width (max)</td><td>Not Allowed</td><td>20’<u>per 100’ of lot frontage</u> or 40% of lot frontage whichever is less</td><td>20’<u>per 100’ of lot frontage</u> or 40% of lot frontage whichever is less</td></tr></table>			Vehicle Access Standards					SFD/SFA Lot Width ≤ 25’	SFD/SFA Lot Width > 25’	All other uses	Use	””	””	””	Curb cut width (max)	Not Allowed	20’ <u>per 100’ of lot frontage</u> or 40% of lot frontage whichever is less	20’ <u>per 100’ of lot frontage</u> or 40% of lot frontage whichever is less
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LDR Section	Issue and Staff Recommendation	Proposed Amendment															
9 2.2.7.C.1	Density of “Detached Single-Family” and “Apartment” in NM-1. The current use table for the NM-1 states that the maximum density for Detached Single-Family or Apartment use is ‘2 units per lot’. This is a bit misleading because this is only true in certain cases. Staff believes the better solution is to refer the detailed explanation in Sec. E.1. Section E.1 clarifies how many total units are allowed on properties that are smaller or greater than 7,500 sf in size.	(Sec. 2.2.7.C.1 – Use Table) (PARTIAL USE TABLE) <table><tr><th>Use</th><th>Permit</th><th>Density (max)</th><th>Individual Use (max)</th></tr><tr><td colspan="4">Residential</td></tr><tr><td>Detached Single-Family Unit (6.1.4.B)</td><td>B</td><td>2-units per lot <u>E.1</u></td><td rowspan="2">8,000 sf habitable-excluding basement</td></tr><tr><td>Apartment (6.1.4.D) (E.1)</td><td>B</td><td>2-units per lot <u>E.1</u></td></tr></table>	Use	Permit	Density (max)	Individual Use (max)	Residential				Detached Single-Family Unit (6.1.4.B)	B	2-units per lot <u>E.1</u>	8,000 sf habitable-excluding basement	Apartment (6.1.4.D) (E.1)	B	2-units per lot <u>E.1</u>
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Apartment (6.1.4.D) (E.1)	B	2-units per lot <u>E.1</u>															
10 2.2.7.D.1	Condominium/Townhouse plat in NM-1 Zone. The NM-1 zone does not currently include the subdivision option for a Condominium/Townhouse plat. This was an inadvertent omission so staff recommends that it be added into the zone to be consistent with the previous NC-2 zone.	<table><tr><th colspan="3">1. Development Options and Subdivision</th></tr><tr><th>Option</th><th>Lot Size (min)</th><th>Standards</th></tr><tr><td colspan="3">Allowed Subdivision Options</td></tr><tr><td>Land Division</td><td>3,750 sf</td><td>(Sec. 7.2.3)</td></tr><tr><td><u>Condominium / Townhouse</u></td><td><u>n/a</u></td><td><u>(Sec. 7.2.4)</u></td></tr></table>	1. Development Options and Subdivision			Option	Lot Size (min)	Standards	Allowed Subdivision Options			Land Division	3,750 sf	(Sec. 7.2.3)	<u>Condominium / Townhouse</u>	<u>n/a</u>	<u>(Sec. 7.2.4)</u>
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<u>Condominium / Townhouse</u>	<u>n/a</u>	<u>(Sec. 7.2.4)</u>															

	LDR Section	Issue and Staff Recommendation	Proposed Amendment																																																																								
11	2.2.8.B.10 2.2.9.B.10 2.2.13.B.10	Development Permit Thresholds. The threshold to determine when permits are required should be based on “floor area” not “site area” to be consistent with all other zones. Otherwise, using “site area” can require small projects proposed on a large site to undergo lengthy processes, such as a Sketch Plan, when such processes are not necessary. This change applies to the NM-2, NH-1, and CR-3 zones.	(DEVELOPMENT OPTIONS AND SUBDIVISION TABLE) NM-2 <table border="1" data-bbox="776 317 1334 678"> <thead> <tr> <th colspan="4">10. Required Physical Development Permits</th></tr> </thead> <tbody> <tr> <td>Physical Development</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>Site area Dwelling Unit</td><td></td><td></td><td></td></tr> <tr> <td>≤ 15,000-sf < 5 units</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>15,001 – 30,000-sf 5 – 15 units</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>< 30,000-sf > 15 units</td><td>'''</td><td>'''</td><td>'''</td></tr> </tbody> </table> NH-1 <table border="1" data-bbox="776 751 1334 1146"> <thead> <tr> <th colspan="4">10. Required Physical Development Permits</th></tr> </thead> <tbody> <tr> <td>Physical Development</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>Site area Dwelling Unit</td><td></td><td></td><td></td></tr> <tr> <td>≤ 15,000-sf < 10 units</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>15,001 – 30,000-sf 10 – 20 units</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>< 30,000-sf > 20 units</td><td>'''</td><td>'''</td><td>'''</td></tr> </tbody> </table> CR-3 <table border="1" data-bbox="776 1220 1334 1577"> <thead> <tr> <th colspan="4">10. Required Physical Development Permits</th></tr> </thead> <tbody> <tr> <td>Physical Development</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>Site Floor area</td><td></td><td></td><td></td></tr> <tr> <td>≤ 15,000-sf < 9,750 sf</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>15,001 – 30,000-sf 9,750 sf – 19,500 sf</td><td>'''</td><td>'''</td><td>'''</td></tr> <tr> <td>< 30,000-sf > 19,500 sf</td><td>'''</td><td>'''</td><td>'''</td></tr> </tbody> </table>	10. Required Physical Development Permits				Physical Development	'''	'''	'''	Site area Dwelling Unit				≤ 15,000-sf < 5 units	'''	'''	'''	15,001 – 30,000-sf 5 – 15 units	'''	'''	'''	< 30,000-sf > 15 units	'''	'''	'''	10. Required Physical Development Permits				Physical Development	'''	'''	'''	Site area Dwelling Unit				≤ 15,000-sf < 10 units	'''	'''	'''	15,001 – 30,000-sf 10 – 20 units	'''	'''	'''	< 30,000-sf > 20 units	'''	'''	'''	10. Required Physical Development Permits				Physical Development	'''	'''	'''	Site Floor area				≤ 15,000-sf < 9,750 sf	'''	'''	'''	15,001 – 30,000-sf 9,750 sf – 19,500 sf	'''	'''	'''	< 30,000-sf > 19,500 sf	'''	'''	'''
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12	2.2.8.C.1	In the NM-2 zone, we should make it clear that there is no limit on the number of “Detached Single-family” units that can be located on a property provided all FAR, LSR, setbacks, etc., are followed.	(Sec. 2.2.8.C.1 – Use Table) (PARTIAL USE TABLE) <table border="1" data-bbox="776 1688 1360 1936"> <thead> <tr> <th>Use</th><th>Permit</th><th>Density (max)</th><th>Individual Use (max)</th></tr> </thead> <tbody> <tr> <td colspan="4">Residential</td></tr> <tr> <td>Detached Single-Family Unit (6.1.4.B)</td><td>B</td><td>1-unit per lot n/a</td><td>8,000 sf habitable-excluding basement</td></tr> </tbody> </table>	Use	Permit	Density (max)	Individual Use (max)	Residential				Detached Single-Family Unit (6.1.4.B)	B	1-unit per lot n/a	8,000 sf habitable-excluding basement																																																												
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13	2.2.9.E.1	Minimum Density: In the HNNH-1 zone, the existing language in Subsection E. regarding the minimum required density has caused confusion so staff is recommending changes to clarify how the calculation works and correct some of the numbers consistent with the clarification.	1. Minimum Density. The minimum density for lots in the NH-1 is based on requiring a minimum density of 17.425 units per acre <u>(NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance and are as follows:</u> a. Lots <u>approximately</u> 5,125 <u>000</u> sf or less: One Detached Single-Family Unit; b. Lots <u>approximately</u> 5,126 <u>001</u> - 7,499 sf: Two units (either detached or attached); c. Lots 7,500 or larger: Three <u>or more</u> units (either detached or attached).															
14	2.2.10.B.5 2.2.11.B.5 2.2.12.B.5 2.2.13.B.5 2.2.14.B.5	Maximum lumens per site: In the DC, CR-1, CR-2, CR-3, and OR zones, the LDRs mistakenly say “max lumens per site: 3” when there should be two separate lines, one saying “max lumens per sf of site development: 3”, and the other saying “max lumens per site”.	<table><tr><th colspan="2">5. Scenic Standards</th></tr><tr><td colspan="2">Exterior Lighting</td></tr><tr><td colspan="2">All lights over 600 lumens shall be fully shielded</td></tr><tr><td><u>Max lumens per sf of site development</u></td><td><u>3</u></td></tr><tr><td>Lumens per site (max.)</td><td><u>3</u></td></tr><tr><td>All fixtures</td><td>100,000</td></tr><tr><td>Unshielded fixtures</td><td>5,500</td></tr></table>	5. Scenic Standards		Exterior Lighting		All lights over 600 lumens shall be fully shielded		<u>Max lumens per sf of site development</u>	<u>3</u>	Lumens per site (max.)	<u>3</u>	All fixtures	100,000	Unshielded fixtures	5,500	
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15	2.2.10.C.1 2.2.11.C.1 2.2.12.C.1	Parking requirement for Developed Recreation: CR-3 (and CR-1 and CR-2) says 3.37 but Division 6.2 says 4.5.	<table><tr><th colspan="3">Required Parking</th></tr><tr><td>Use</td><td>Parking Spaces</td><td>Queuing Spaces</td></tr><tr><td colspan="3">Amusement and Recreation Uses</td></tr><tr><td>'''</td><td>'''</td><td>'''</td></tr><tr><td>Developed Recreation</td><td><u>4.5</u> <u>3.37</u> per 1,000 sf</td><td></td></tr></table>	Required Parking			Use	Parking Spaces	Queuing Spaces	Amusement and Recreation Uses			'''	'''	'''	Developed Recreation	<u>4.5</u> <u>3.37</u> per 1,000 sf	
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16	2.2.12.B.8	Sign Standards. The summary of sign standards was omitted from the CR-3 zone so staff proposes to add them as shown to the right (which are the same as the sign standards from the CR-2). This would result in no changes to allowed signage.	NOTE: Add all text shown below to CR-3 as Heading 8 after current Heading 7. Natural Hazards to Avoid: <table><tr><th colspan="2">Sign Type Standards</th></tr><tr><td colspan="2">Canopy sign</td></tr><tr><td>Clearance (min)</td><td>7'6" from average grade</td></tr><tr><td>Setback (min)</td><td>18" from back of curb</td></tr><tr><td colspan="2">Freestanding sign</td></tr><tr><td>Height (max)</td><td>6'</td></tr><tr><td>Setback (min)</td><td>5'</td></tr><tr><td colspan="2">Projecting sign</td></tr><tr><td>Height (max)</td><td>24' above grade</td></tr><tr><td>Clearance (min)</td><td>7'6" from average grade</td></tr><tr><td>Setback (min)</td><td>18" from back of curb</td></tr><tr><td colspan="2">Window sign</td></tr><tr><td>Window surface coverage (max)</td><td>25% up to 16 sf</td></tr><tr><td>Temporary signs</td><td>(Sec. 5.6.1.)</td></tr></table>	Sign Type Standards		Canopy sign		Clearance (min)	7'6" from average grade	Setback (min)	18" from back of curb	Freestanding sign		Height (max)	6'	Setback (min)	5'	Projecting sign		Height (max)	24' above grade	Clearance (min)	7'6" from average grade	Setback (min)	18" from back of curb	Window sign		Window surface coverage (max)	25% up to 16 sf	Temporary signs	(Sec. 5.6.1.)
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17	2.2.12.C.1	Nursery: The use "Nursery" is not allowed anywhere in the LDR Use Tables but is still defined as a use. This appears to be an oversight and so staff is recommending that the "Nursery" be allowed in the CR-3 zone as a Conditional Use Permit (CUP).	Add the following line to the end of "Commercial Uses" section of use table: <table><tr><th>Use</th><th>Permit</th><th>Density (max)</th><th>Individual Use (max)</th></tr><tr><td colspan="4">Commercial Uses</td></tr><tr><td>Nursery (6.1.6.H)</td><td>C</td><td>n/a</td><td>n/a</td></tr></table> (USE TABLE CONTINUED) <table><tr><th>Use</th><th>Parking (min) (Div.6.2)</th><th>Affordable Workforce Housing Units (min) (Div. 6.3)</th></tr><tr><td colspan="3">Commercial Uses</td></tr><tr><td>Nursery (6.1.6.H)</td><td>Independent calculation</td><td>Independent calculation</td></tr></table>	Use	Permit	Density (max)	Individual Use (max)	Commercial Uses				Nursery (6.1.6.H)	C	n/a	n/a	Use	Parking (min) (Div.6.2)	Affordable Workforce Housing Units (min) (Div. 6.3)	Commercial Uses			Nursery (6.1.6.H)	Independent calculation	Independent calculation							
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18	2.2.12.C.1	Drive-thru accessory use: The accessory use of “Drive-In Facility” was omitted from the CR-3 zone so staff recommends that it be added to the use table.	Add ‘Drive-In Facility” To Accessory Uses in use table as follows: <table><tr><th>Use</th><th>Permit</th><th>Density (max)</th><th>Individual Use (max)</th></tr><tr><td colspan="4">Commercial Uses</td></tr><tr><td><u>Drive-In Facility 6.1.11.H)</u></td><td><u>B</u></td><td><u>n/a</u></td><td><u>n/a</u></td></tr></table> (USE TABLE CONTINUED) <table><tr><th>Use</th><th>Parking (min) (Div.6.2)</th><th>Affordable Workforce Housing Units (min) (Div. 6.3)</th></tr><tr><td colspan="3">Commercial Uses</td></tr><tr><td><u>Drive-In Facility (6.1.11.H)</u></td><td><u>3 que spaces per service lane</u></td><td><u>Exempt</u></td></tr></table>	Use	Permit	Density (max)	Individual Use (max)	Commercial Uses				<u>Drive-In Facility 6.1.11.H)</u>	<u>B</u>	<u>n/a</u>	<u>n/a</u>	Use	Parking (min) (Div.6.2)	Affordable Workforce Housing Units (min) (Div. 6.3)	Commercial Uses			<u>Drive-In Facility (6.1.11.H)</u>	<u>3 que spaces per service lane</u>	<u>Exempt</u>
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19	2.2.13.E.4.a.iii 2.2.13.E.4.b.	In the CR-3 zone, the two referenced sections mistakenly reference Div. 7.4 instead of the correct Div. 6.3 (Affordable Workforce Housing Standards).	iii. It shall be exempt from the calculation of affordable housing required by Division <u>7-4 6.3</u>, but shall not be used to meet the affordable housing requirement for the project. b. The project shall provide the affordable housing required by Div. <u>7-4 6.3</u> on site.																					
20	2.2.14.B.1	Fence height in Office Residential (OR) zone: Clarify fence height so that it is the same in the OR as in other residential districts. This means a 4’ tall maximum fence in any type of street yard (e.g., both street sides of corner lot) and a 6’ max height for all other fences (interior side, rear).	<table><tr><th colspan="2">Fencing</th></tr><tr><td>Height in any <u>primary or secondary</u> street or side yard (max)</td><td>4’</td></tr><tr><td>Height in <u>interior side</u> or rear yard (max)</td><td>6’</td></tr><tr><td>Setback from pedestrian frontage (min)</td><td>1’</td></tr><tr><td>Setback from side or rear lot line (min)</td><td>0’</td></tr></table>	Fencing		Height in any <u>primary or secondary</u> street or side yard (max)	4’	Height in <u>interior side</u> or rear yard (max)	6’	Setback from pedestrian frontage (min)	1’	Setback from side or rear lot line (min)	0’											
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21	5.7.1.D.4	Thresholds for Grading Permits: This change was recommended by the Town Engineer. The purpose is to increase the threshold at which the more extensive (and expensive) Grading Permit is required compared the less involved Grading Statement (increased from 1,000 sf of ground disturbace to 3,000 sf of disturbance). This will reduce unnecessary studies for applicants, especially for single-family homes on regular-size Town lots.	<table><tr><th>GRADING PROPOSAL</th><th>EXEMPT</th><th>STATEMENT</th><th>PLAN LEVEL</th></tr><tr><td><u>Total Site</u> Proposed Impervious Surface</td><td>See LDRs</td><td>See LDRs</td><td>≥ 41%</td></tr><tr><td>Total Disturbance</td><td>See LDRs</td><td>≥ 600 SF and < <u>1,0003,000</u> SF</td><td>≥ <u>1,0003,000</u> SF</td></tr><tr><td>Disturbance of Slopes ≤ 5%</td><td>< 600 SF</td><td>≥ 600 SF and < <u>1,0003,000</u> SF</td><td>≥ <u>1,0003,000</u> SF</td></tr></table>	GRADING PROPOSAL	EXEMPT	STATEMENT	PLAN LEVEL	<u>Total Site</u> Proposed Impervious Surface	See LDRs	See LDRs	≥ 41%	Total Disturbance	See LDRs	≥ 600 SF and < <u>1,0003,000</u> SF	≥ <u>1,0003,000</u> SF	Disturbance of Slopes ≤ 5%	< 600 SF	≥ 600 SF and < <u>1,0003,000</u> SF	≥ <u>1,0003,000</u> SF					
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LDR Section		Issue and Staff Recommendation	Proposed Amendment																			
			<i>Disturbance of Slopes > 5% & ≤ 15%</i>	< 400 SF	≥ 400 SF and < 800 1,000 SF	≥ 800 1,000 SF																
			<i>Disturbance of Slopes > 15%</i>	N / A	≤ 400 800 SF	≥ 400 800 SF																
			For Plan Level Grading proposals submitted as a grading permit or consolidated with a building permit, a preapplication meeting is required prior to application for a permit.																			
22	5.7.1.D.5.a	Exemptions for landscaping activities: This change was recommended by the Town Engineer. The purpose is to clarify that minor landscaping activities are also exempt under the category of “agricultural” activities.	a. Agricultural Activities. Earthmoving operations occurring on natural slopes that are less than 25%, which are commonly associated with agricultural use (including gardening and landscaping that does not alter the grade or increase impervious areas), construction and maintenance of field access improvements, and construction and maintenance of irrigation systems.																			
23	6.1.1.F	Summary Use Table: Heavy Retail/Service: Change Heavy Retail Service to CUP (Not B) in the summary use table to be consistent with the use table in the CR-3 zone.	(Table – Summary Use Table) <table><tr><th>Use Category</th><th>Complete Neighborhood Zones</th></tr><tr><td>Specific Use</td><td>CR-3</td></tr><tr><td>“”</td><td>“”</td></tr><tr><td>Heavy Retail / Service</td><td>BC</td></tr></table>				Use Category	Complete Neighborhood Zones	Specific Use	CR-3	“”	“”	Heavy Retail / Service	B C								
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24	7.2.2.A.6.C	Responsibility to maintain infrastructure: This change was recommended by the Town Engineer. The purpose is to make the two-year warranty consistent with the financial assurance language in 8.2.11.E.	c. Responsibility to Maintain. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the developer shall be subject to a one-two year warranty on the construction of the improvements from the time of acceptance by the Town.																			
25	7.6.3.G.2 7.6.3.H.1	Private Roads. The LDRs do not have road standards for new <u>private</u> roads (e.g., minimum paved width, easement needed), they only provide standards for new roads that are intended to be accepted by the public. However, because the Town’s general policy is to not accept new roads for public ownership/maintenance that do not meet Town ROW and design standards, staff has no guidance on what specifications should apply to	(TABLE: 7.6.3.G.2 Right-of-Way Widths) Add the following line to the table: <table><tr><th colspan="4">Right-of- Way Width</th></tr><tr><th></th><th>Design Speed (mph)</th><th>Capacity Average Daily Traffic</th><th>R.O.W.</th></tr><tr><td>“”</td><td>“”</td><td>“”</td><td>“”</td></tr><tr><td>Alley</td><td>15</td><td></td><td>25’</td></tr></table>				Right-of- Way Width					Design Speed (mph)	Capacity Average Daily Traffic	R.O.W.	“”	“”	“”	“”	Alley	15		25’
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LDR Section		Issue and Staff Recommendation	Proposed Amendment																																	
		these roads. Recognizing that most new private roads in the Town will be relatively short, low traffic roads that serve a residential subdivision with a limited number of units (e.g., Daisy Bush), staff proposes general standards that new private roads must be a minimum of 20' wide and provide a minimum 30' ROW. The 20' width is adequate to allow 2-way traffic and fire access, and the 30' ROW is adequate to provide 5' of snow storage on both sides and basic utilities in most cases. We propose these as general minimum standards that may be increased by the Town Engineer if local circumstances demand higher standards, per existing Section 7.6.3.A that allows the Town Engineer and Town Council to approve alternative design for special situations.	<table><tr><td><u>Private Road</u></td><td><u>15</u></td><td></td><td></td><td><u>30'</u></td></tr><tr><td>Pathway</td><td></td><td></td><td></td><td>20'</td></tr><tr><td>""</td><td>""</td><td>""</td><td>""</td><td>""</td></tr></table>					<u>Private Road</u>	<u>15</u>			<u>30'</u>	Pathway				20'	""	""	""	""	""														
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<u>Private Road</u>	<u>20'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>																																
Cul-de-sac	50' radius	n/a	n/a	n/a																																
26	9.4.6.D.1	LSR for properties with private roads. There are a few areas in Town, such as Snow King Estates, where properties include private or public road easements within the platted lots. These road easements can greatly skew the LSR calculation to either unfairly penalize (or benefit) some landowners and so staff proposes to add a statement that excludes the area of a road easement from the LSR calculation. This exception is similar to the relationship between "gross site area" and "base site area" in the LDRs where certain portions of properties (e.g., road easements) are deducted for the purposes of applying certain development standards, such as LSR.	1. The landscape surface ratio (LSR) is calculated by dividing the landscape surface area by the base site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.). <u>However, for properties that include private or public road easements, the LSR calculation shall be based on the area of the property excluding the road easement and no hardscape within the road easement shall count against the required LSR.</u>																																	

	LDR Section	Issue and Staff Recommendation	Proposed Amendment
27	9.4.8.E.	Street Setback from private road easement. The LDRs assume all front setbacks are being measured from a public road ROW where the front property line ends at the ROW. However, with some private or public road easements, the front property line goes to the centerline of the road or easement. In such cases, the traditional 20' front setback measured from the edge of the easement will likely be too restrictive and create a larger actual setback than is necessary or desired, especially on hillsides with steep slopes where building close to the road is preferred. Thus, to recognize this special case, staff proposes an amendment to measure the required setback from a private/road easements from the edge of pavement, property line, or the edge of the access easement, whichever the Planning Director deems most beneficial in terms of balancing safety, utility placement, road character, and reasonable use of the property. In addition, staff proposes to clarify that the front setback cannot always be measured from the 'pedestrian frontage' as the LDRs currently require because many of the residential Character Zones (e.g., NI-1 to NL-5) don't require pedestrian frontages. In such cases, staff proposes to say that the street setback shall be measured from the front property line.	E. Street Setback 1. Point of Measurement a. Character Zones. In a Character Zone (Div. 2.2. & Div. 3.2.) a street setback shall be measured to the back of the pedestrian frontage, <u>with the following exceptions:-</u> i. <u>Where no pedestrian frontage is required along a public ROW, the street setback shall be measured from the front property line.</u> ii. <u>Where properties have no pedestrian frontage required and front a private or public road access easement, the street setback shall be measured from the edge of pavement, property line, or edge of the access easement, to be determined by the Planning Director based on consideration that include, but are not limited to, vehicular and pedestrian access, utility placement, street character, and reasonable use of the property.</u>

	LDR Section	Issue and Staff Recommendation	Proposed Amendment
28	8.10.8.D	Legal staff has requested this change to eliminate a major current barrier in hiring a Hearing Officer which is that the Hearing Officer cannot also hold another appointive or elective office in the Town government. This restriction means that the Town has to pay significant fees to hire an outside attorney/judge when the easier and cheaper option would be use a sitting or alternative Municipal Judge who is already being paid by the Town and otherwise meets the other required qualifications.	D. Minimum Qualifications A. Hearing Officer shall have the following minimum qualifications: 1. Hold an active license to practice law in the State of Wyoming; 2. Knowledge of administrative, environmental, and land use planning law and procedures; 3. Familiarity with these LDRs; and 4. Hold no other appointive or elective public office or position in the Town government during the period of appointment, <u>except that of Municipal Judge or Alternative Municipal Judge.</u>



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JANUARY 3, 2019
MEETING DATE: JANUARY 7, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P18-267:** REQUEST FOR APPROVAL TO AMEND THE OFFICIAL ZONING MAP FROM URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) FOR TWO PROPERTIES LOCATED AT 135 & 175 EAST BROADWAY AVENUE.

OWNER: DELONEY STREET LLC & BWD ST LLC

APPLICANT: JEFF GOLIGHTLY

REQUESTED ACTION

Staff is requesting that this item be continued to the Council's regular meeting on January 22, 2019.

MOTION

I move to continue Item P18-267 to the Council's regular meeting on January 22, 2019.

ORDINANCE P

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

There is hereby added Chapter 8.36 of Title 8 Disposable Bag Requirements of the Municipal Code of the Town of Jackson as follows:

CHAPTER 8.36 DISPOSABLE BAG REQUIREMENTS

Sections:

8.36.010	Legislative Findings
8.36.020	Definitions
8.36.030	Single-Use Disposable Plastic Bag Prohibition
8.36.040	Disposable Paper Bag Fee Requirements
8.36.050	Collection and Remittance of the Waste Reduction Fee
8.36.060	Exemptions
8.36.070	Audits and Violations

8.36.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the natural environment, economy, and health of its citizens and guests; and

WHEREAS, the Town, pursuant to Resolution 15-18 (“A Resolution Adopting Zero Waste as a Guiding Principle and Supporting the Creating of a Zero Waste Plan”) is committed to: pursuing a waste diversion goal of sixty percent (60%) or better; preserving Jackson’s unique environmental resources for generations to come by limiting environmental degradation and waste; and promoting practices that are sustainable and minimize harms to the natural environment; and

WHEREAS, the Town, pursuant to Resolution 12-001 (“A Resolution Certifying the Illustration of Our Vision Chapter of the Jackson/Teton County Comprehensive Plan as Part of the Comprehensive Master Plan for the Town of Jackson, Wyoming and Teton County, Wyoming”) is committed to minimizing the amount of solid waste it directs to landfills with a goal of “zero waste” by increasing efforts such as recycling and composting of waste; and

WHEREAS, the Town, pursuant to Resolution 17-08 (“A Resolution Recognizing Jackson Hole as a World-Leading Sustainable Community and Destination”) is committed to be a model of sustainability and support public and private sustainability efforts; and

WHEREAS, in the Town, innumerable single-use disposable plastic bags are used each year that cannot be recycled in a cost-effective manner; and

WHEREAS, single-use disposable plastic bags create waste, pollute the Town's waterways, roadways, landscapes and harm wildlife populations; and

WHEREAS, the Town Council finds and determines that prohibiting single-use disposable plastic bags and requiring a charge for disposable paper bags and reusable plastic bags at grocers, large retailers, retailers and retail stores would address the environmental and health problems associated with such use, would relieve Town taxpayers of the costs incurred by the Town in conjunction therewith, and would be in the best interest of the public health, safety, and welfare of the Town.

8.36.020 Definitions

As used in this Chapter the following definitions apply:

- A. *Disposable Paper Bag* means a bag made predominantly of paper that is provided to a customer by a Grocer, Large Retailer, Retailer and Retail Store at the point of sale for the purpose of transporting goods which is subject to the Town's Waste Reduction Fee.
 - 1. Disposable Paper Bag does not include the following:
 - a. Paper Bags used by consumers inside Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Provided for the sale of gift cards and post cards.
- B. *Fast Food Restaurant* means a retail food establishment where food and beverages are:
 - 1. Prepared in advance of customer orders or are able to be quickly prepared for consumption on or off premises; and
 - 2. Are ordered and served over counters or at drive-through windows; and
 - 3. Are paid for before being consumed.
- C. *Grocer* means a retail establishment or business within the Town limits that is a full-line, self-service market with a retail market area more than Five Thousand (5,000) square feet and which sells a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.
- D. *Large Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind directly to a customer that has a building square footage greater than Nineteen Thousand (19,000) square feet.
- E. *Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind, directly to a customer.
- F. *Retail Store* includes, without limitations, any department store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, gas station, and any other retail store or vendor.
 - 1. *Retail Store* for the purposes of this ordinance does not include:
 - a. Vendors at a farmers' market, excluding any of the vendors' associated permanent business location(s);

- b. Fast Food Restaurants; or
- c. Art galleries and Art Fairs.

G. *Reusable Bag* means a bag that is:

- 1. Designed and manufactured to withstand repeated uses over time; and
- 2. Is made from a material other than plastic that can be cleaned and disinfected regularly.

H. *Reusable Plastic Bag* means a bag that is:

- 1. Designed and manufactured to withstand repeated uses over time; and
- 2. Is made from plastic that is at least four millimeters (4 mil) thick.

I. *Single-Use Disposable Plastic Bag* means any bag that is less than four millimeters (4 mil) thick and is made predominately of compostable or non-compostable plastic that is provided to a customer by a Grocer, Large Retailer, Retailer, or Retail Store at the point of sale for the purpose of transporting goods.

1. Single-Use Disposable Plastic Bag does not include the following:

- a. Bags used by consumers inside Grocers, Larger Retailer, Retailer, and Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Contain or wrap fresh or frozen meat or fish; or
 - 3. Contain or wrap flowers or potted plants; or
 - 4. Contain unwrapped prepared foods or unwrapped bakery goods.
- b. Bags provided by pharmacists to contain prescription drugs.
- c. Newspaper bags, door hanger bags, dry cleaning bags, or bags sold in packages containing multiple bags intended to enclose garbage, pet waste, or yard waste.

J. *Waste Reduction Fee* means the Town fee of Twenty Cents (\$.20) imposed and required to be paid by each consumer making a purchase from a Grocer, Large Retailer, Retailer, or Retail Store for each Disposable Paper Bag and Reusable Plastic Bag used during the purchase at the point of sale.

8.36.030 Single-Use Disposable Plastic Bag Prohibition

- A. On and in perpetuity after April 15th, 2019, no Grocer or Large Retailer shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- B. On and in perpetuity after November 1st, 2019, no Retailer or Retail Store shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- C. Nothing in this section shall preclude any person or organization from making Reusable Bags available for sale or for no cost to customers.

8.36.040 Disposable Paper Bag Fee Requirements

- A. Effective on and after April 15th, 2019, Grocers and Large Retailers shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.
- B. Effective on and after November 1st, 2019, Retailers and Retail Stores shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.

- C. Grocers, Large Retailers, Retailers and Retail Stores shall record the number of Disposable Paper Bags and Reusable Plastic Bags provided at the point of sale and the total amount of the Waste Reduction Fee charged on the customer transaction receipt.
- D. Grocers, Large Retailers, Retailers and Retail Stores shall not refund to the customer any part of the Waste Reduction Fee or pay the Waste Reduction Fee for the customer or advertise or state to any customer that any part of the Waste Reduction Fee will be refunded to the customer.
- E. For the purposes of this subsection, a restaurant is not a Grocer, Large Retailer, Retailer or Retail Store.

8.36.050 Collection and Remittance of the Waste Reduction Fee

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall retain Ten Cents (\$.10) of each Twenty Cent (\$.20) Waste Reduction Fee it collects.
- B. The remaining Ten Cents (\$.10) of each Twenty Cent (\$.20) Waste Reduction Fee collected by each Grocer, Large Retailer, Retailer and Retail Store shall be due and remitted to the Town of Jackson Finance Department for each quarter on the following days: April 30, July 31, October 31, and January 31. The Town shall provide the necessary forms for Grocers, Large Retailers, Retailers and Retail Stores to file with each quarter's remittance.
- C. The Waste Reduction Fees collected by the Grocers, Large Retailers, Retailers and Retail Stores paid to the Town of Jackson Finance Department shall be deposited into the Waste Reduction Fee account.
- D. The Town of Jackson Finance Department shall remit all funds collected pursuant to this ordinance to the Teton County Integrated Solid Waste and Recycling Division.
- E. The Waste Reduction Fee shall be administered by the Teton County Integrated Solid Waste and Recycling Division.
- F. Waste Reduction Fees deposited in the Waste Reduction Account shall be used for the costs of the Plastic Bag Outreach Plan managed by Integrated Solid Waste and Recycling, which includes only:
 - 1. Integrated Solid Waste and Recycling-sponsored reusable bag distribution and retailer support; and
 - 2. Community litter clean up; and
 - 3. Integrated Solid Waste and Recycling Zero Waste Infrastructure and Program.
- G. No Waste Reduction Fee collected in accordance with this ordinance shall be used to supplant funds appropriated as part of The Town of Jackson Annual Budget.
- H. No Waste Reduction Fee collected in accordance with this ordinance shall revert to the Town of Jackson General Fund at the end of the fiscal year, or at any other time.

8.36.060 Exemptions

A Grocer, Large Retailer, Retailer or Retail Store may provide a Disposable Paper Bag or a Reusable Plastic Bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a state or federal food assistance program.

8.36.070 Audits and Violations

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall maintain accurate and complete records of the Waste Reduction Fees collected, the number of Disposable Paper Bags and Reusable Plastic Bags provided to customers, and any underlying records, including any books, accounts, invoices, or other records necessary to verify the accuracy and completeness of such records. It is the duty of each Grocer, Large Retailer, Retailer and Retail Store to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years beginning at the end of the calendar year of such records.

- B. If requested, each Grocer, Large Retailer, Retailer and Retail Store shall make its records available for audit by the Town Manager or his/her designee during regular business hours for the Town to verify compliance with the provisions of this Chapter. All such records shall be treated as confidential commercial documents.
- C. Violation(s) of any of the requirements of this Chapter subject a Grocer, Large Retailer, Retailer and Retail Store to the following penalties:
 - 1. Any Person upon conviction of a violation of any provision of this ordinance, shall be subject to the following penalties:
 - a. Fifty Dollars (\$50.00) for the first conviction.
 - b. One Hundred Dollars (\$100.00) for the second conviction.
 - c. For the third and all subsequent convictions there shall be a mandatory Jackson Municipal Court appearance and such penalty as may be determined by the Jackson Municipal Court pursuant to Jackson Municipal Code § 1.12.010.
 - 2. No more than one (1) citation shall be issued to a Grocer, Large Retailer, Retailer or Retail Store within any seven (7) calendar days.
- D. If payment of any portion of the Waste Reduction Fee is not received by the Town Finance Department on or before the due dates set forth on 8.36.050.B, a Ten Dollar (\$10.00) late fee shall be imposed per month until said payment is received.

SECTION II

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

SECTION III

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

SECTION IV

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

PASSED 1ST READING THE 19TH DAY OF NOVEMBER, 2018.

PASSED 2ND READING THE 3RD DAY OF DECEMBER, 2018.

PASSED AND APPROVED THE _____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. 1205 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2018.

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

Sandra P. Birdyshaw, Town Clerk

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to add Subsection 4.4.2.H.7 to the Town of Jackson Land Development Regulations to read as follows:

Section 4.4.2. Planned Unit Development – Town (PUD-ToJ)

H. List of Approved Planned Unit Development Zones – Town (PUD-ToJ)

7. Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (PUD-NM-2-(P17-201)) (640 S Glenwood Street and 650 S Glenwood Street)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY – 2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance 1074 as amended (part) is hereby amended to amend the Official Zoning District Map of the Town of Jackson to change the zoning classification of the following described parcel from Neighborhood Medium Density – 2 (NM-2) to Planned Unit Development – Neighborhood Medium Density – 2 (P17-201) (PUD-NM-2 (P17-201)), to wit:

LOT 4, BLK. 4, KARNS 2ND ADDITION and LOTS 5-6-7, BLK. 4, KARNS-2

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR/TYLER VALENTINE

SUBJECT: **FIRST READING OF ORDINANCE S:** AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND DIVISION 4.4 PLANNED UNIT DEVELOPMENT ZONES TO ADD SECTION 4.4.2.H.7 OF THE TOWN OF JACKSON, REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 ZONE (P17-201) (PUD-NM-2 (P17-201)), AND PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING OF ORDINANCE T: AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 & 650 S. GLENWOOD STREET AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

APPLICANT: GREG PRUGH. PRUGH REAL ESTATE

REQUESTED ACTION

1. First Reading of Ordinance S to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.
2. First Reading of Ordinance T to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development – Neighborhood Medium Density-2 (PUD-NM-2 (P17-201)) Zone.

PRIOR TOWN COUNCIL ACTION

The Town Council approved applications P17-201 (PUD) and P17-200 (Sketch Plan) on November 19, 2018 for Sketch Plan and Planned Unit Development to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) to the Planned Unit Development - Urban Residential (PUD-NM-2 (P17-201)) Zone. (See text of Ordinance T for legal description of area approved for amendment). Both the Planning Director and Planning Commission recommended approval of the rezone request. Below is the approved Master Plan table:

Master Plan (Sketch Plan)	
Development Standard	Proposed/Allowed
FAR	.65 max. (16,338 sf)
LSR	.30 min. (7,541 sf)
Plant Units	1 per DU & 1 per 12 parking spaces = 23 units.
Maximum Lot Coverage	.32 or 8,014 sf
Height	35' max.
Stories	3 max.
Density	20 units max.
Parking	34 spaces total
Front Yard Setback	12' min from PL 12' min from roadway easement
Side Yard Setback	5' min.
Rear Yard Setback	20' min.
Any development standards not included above will be applied as allowed or required in Sec. 2.2.8 Neighborhood Medium Density-2 (NM-2)	See NM-2 standards
Allowed Uses	Proposed/Allowed
Residential	
Apartment	B
Attached Single-Family	B
Accessory Uses	
Home Occupation	B

LOCATION

The properties are located at 640 & 650 S. Glenwood Street, legally described as Lots 4, 5, 6 & 7, Block 4 of the Karns Second Addition to the Town of Jackson. An aerial photo and zoning map are shown below:



STAFF ANALYSIS

According to the LDRs adopted on January 1, 2015, which this PUD was approved under, the PUD requires an amendment to the official zone map and to the text of LDRs. In simple terms, each PUD is an individual

zoning district created for a PUD project that will be shown on the zoning map as the newly zoned PUD-NM-2. The text for the new PUD zone (development standards, allowed uses, etc.) will be adopted by reference in the LDRs and available for public review with both the Town Clerk and Planning Department in the project file. Staff recommends not incorporating the full text of each PUD zone into the LDRs because PUD standards effect only one property and require review of the associated development plan to understand the actual project approved for the site.

In the case of the applicant's approved 20-unit apartment building, the new PUD zone would include the development standards and allowed uses approved in the Sketch Plan, as summarized in the PUD Master Plan required by Sec. 4.4.1.C.2. The NM-2 zone will provide all of the base standards and allowed uses unless specifically replaced or modified by the approved PUD. The reason the NM-2 zone is the default for base standards is the UR no longer exists.

PUD projects require that the zoning map amendment and LDR text amendment be processed when the Sketch Plan is approved. Consequently, the Sketch Plan approval for this PUD included findings for a zoning map amendment and a text amendment which both require three ordinance readings before they are officially adopted by the Town. This staff report includes the two required ordinances for first reading for both the PUD zoning map amendment and the LDR text amendment.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Below are the findings approved by the Town Council on November 19, 2018, for the amendment to the text of the LDRs and the amendment to the Official Zoning Map to rezone the property to the Planned Unit Development – Urban Residential (PUD-UR (P17-201) Zone:

PUD Approval:

Item 1: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the following findings shall be made for the approval of a Planned Unit Development:

1. *The proposed PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.*

Complies. Staff finds that the proposed PUD enhances what can be achieved for the desired future character for this site. The desired future character envisions redevelopment and a mixture of residential types. The proposed apartments bring diversity to the existing housing type which is primarily single family residential. The PUD tool allows for flexibility in development such as allowing a higher Floor Area Ratio compared to the base zoning. Allowing a PUD will maximize this site's full development potential for workforce housing.

2. *The findings for a PUD option found in Article 4 must be made.*

Complies. Below are the findings found in Article 4, specifically Section 4.4.2.D:

- a. *The proposed project substantially achieves the stated purposes (as applicable) of Section 4.4.2.A Purpose and Intent, and that it is an appropriate and legitimate application of the PUD-ToJ process.*

Complies. Staff finds that the proposed project substantially complies with the described purposes of the Planned Unit Development option. As discussed above in the staff report, staff finds that the proposed application is suitable for the proposed location and is compatible with the surrounding land uses subject to the conditions of approval placed on the application. Furthermore, staff finds that the proposed project is an efficient design and promotes workforce housing.

- b. *The proposed project is in substantial conformance with all applicable standards and criteria of Division 4.4 Planned Unit Development Zones.*

Complies. Staff finds that the application complies with the criteria set forth by the Land Development Regulations for a Planned Unit Development, subject to the conditions of approval placed on the application. Staff finds that the applicant has proposed a project that not only encourages efficiency of design but workforce housing as well. The development is compatible with the surrounding uses and the surrounding neighborhood.

- c. *The proposed project substantially meets the character objectives of preservation or enhancement of the zoning district and neighborhood in which it is located. Projects which are found to be out of scale and character with their surroundings will not be approved.*

Complies. Staff finds that the proposed development is compatible with the mix of existing housing types within the neighborhood subject to the conditions of approval placed on the application. In addition, staff finds that the proposed setbacks, site layout and elevations for the proposed structures will maintain or enhance the integrity of the surrounding residential neighborhood. Furthermore, the DRC reviewed this project on several levels of design and unanimously supported it as presented.

- d. *The streets and intersections serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Complies. Staff finds that the proposed application as conditioned will not reduce the level of service on adjacent roadways or alleys to an unacceptable level. In addition, Engineering did not identify any significant issues. Staff finds that the safety of motorists, pedestrians and cyclists will not be jeopardized in any way by the proposed application.

- e. *The density and distribution of population resulting from the project will not overburden schools, parks, utilities, or other public services.*

Complies. Staff finds that the proposed population will not pose significant impact to school and park facilities. The project will not overburden utilities or public services, as development will be connected to existing facilities and will be in close proximity to existing services.

- f. *All diverse impacts associated with the proposed project are effectively mitigated to the extent possible.*

Complies. Staff finds that the applicant has made every effort to mitigate impacts to surrounding properties, as well as provide a pleasant and inviting environment for residents and the surrounding neighborhood. In addition, staff has placed conditions of approval on the proposed application that will further mitigate any significant impact of the proposed development on the surrounding land uses.

3. *The findings for the amendment of an existing PUD or other special project found in Section 8.2.13.D must be made.*

Complies. Not applicable.

4. *The findings for Section 8.7.1.C LDR Text Amendment must be made.*

Complies. Please see findings below for Section 8.7.1.C.

5. *The findings for Section 8.7.2.C Zoning Map Amendment must be made.*

Complies. Please see findings below for Section 8.7.2.C.

Item 2: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a LDR Text Amendment found in Section 8.7.1.C must be made:

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

Complies. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the UR zoning district. The purpose of the UR zone is to provide for high density residential areas and promote affordable housing types within a pedestrian-orientated environment. The proposed project will provide 20 units which is a higher density development compared to the existing two dwelling units. In addition, the applicant will be supplying workforce housing in close proximity to local transit, Snow King and the Downtown Core. The proposal meets all physical development limitations such as setbacks, FAR, LSR, etc.

2. *The proposed project improves the consistency of the LDRs with other provisions of the LDRs.*

Complies. As conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development and development within the UR zoning district. In addition, the development of a new high quality development will provide more consistency within the zoning district.

3. *The proposed project provides flexibility for landowners within standards that clearly define desired character.*

Complies. Staff finds that the proposed project is located in close proximity to the core of Town near employment and Complete Neighborhood amenities. This close proximity to the Town core allows tenants flexibility to use multiple modes of transportation and are not limited to single vehicle trips. The proposed project will also be a high quality development which is an improvement from the existing conditions.

4. *The proposed project is necessary to address changing conditions, public necessity, and/or state or federal legislation.*

Complies. Staff finds that the proposed project is necessary to address the housing conditions within the Town of Jackson by providing 20 new rental units. In addition, the project will include variety in both unit size and bedroom type which will reach a broader group of residents in Jackson. Although this proposal will displace the existing residents living in the existing dwelling unit, the new development will provide 20 new living units suitable for future workforce housing needs.

5. *The proposed project improves implementation of the Comprehensive Plan.*

Complies. Staff finds the proposed project to improve implementation of the Comprehensive Plan by providing a development that is consistent with the purpose and intent for Subarea 3.2. Core Residential. See the above **Item A**, finding #1.

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

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

Item 3: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

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

Complies. Staff finds that the proposed project is consistent with the purposes and organization of the LDRs. See **Item C**, finding #1.

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

Complies. As conditioned, staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan on all aspects. The Town Residential Core is envisioned to be comprised of a variety of housing types, because the existing housing trend tends to be single family, the proposed multi-family apartment project satisfies this vision in providing a different type of housing. In addition to variety in type, the vision also includes a variety in density. A 20-unit complex will provide one of the more dense developments within the immediate neighborhood thus satisfying the need for high density residential. Lastly, the proposed project is located near the core of Town close to employment, amenities and local transit which are all envisioned for the Town Residential Core.

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

Complies. Staff finds that the proposed project is necessary to address changing conditions or a public necessity. See **Item C**, finding #4.

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

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

[ATTACHMENTS](#)

Ordinance S
Ordinance T

[RECOMMENDATIONS/ CONDITIONS OF APPROVAL](#)

Staff recommends moving to approve the ordinances as presented.

SUGGESTED MOTIONS

I move to approve Ordinance S on first reading to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (P17-201) (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.

I move to approve Ordinance T on first reading to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development - Neighborhood Medium Density-2 (P17-201) (PUD-NM-2 (P17-201)).

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to add Subsection 4.4.2.H.7 to the Town of Jackson Land Development Regulations to read as follows:

Section 4.4.2. Planned Unit Development – Town (PUD-ToJ)

H. List of Approved Planned Unit Development Zones – Town (PUD-ToJ)

7. Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (PUD-NM-2-(P17-201)) (640 S Glenwood Street and 650 S Glenwood Street)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY – 2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance 1074 as amended (part) is hereby amended to amend the Official Zoning District Map of the Town of Jackson to change the zoning classification of the following described parcel from Neighborhood Medium Density – 2 (NM-2) to Planned Unit Development – Neighborhood Medium Density – 2 (P17-201) (PUD-NM-2 (P17-201)), to wit:

LOT 4, BLK. 4, KARNS 2ND ADDITION and LOTS 5-6-7, BLK. 4, KARNS-2

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to add Subsection 4.4.2.H.7 to the Town of Jackson Land Development Regulations to read as follows:

Section 4.4.2. Planned Unit Development – Town (PUD-ToJ)

H. List of Approved Planned Unit Development Zones – Town (PUD-ToJ)

7. Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (PUD-NM-2-(P17-201)) (640 S Glenwood Street and 650 S Glenwood Street)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY – 2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance 1074 as amended (part) is hereby amended to amend the Official Zoning District Map of the Town of Jackson to change the zoning classification of the following described parcel from Neighborhood Medium Density – 2 (NM-2) to Planned Unit Development – Neighborhood Medium Density – 2 (P17-201) (PUD-NM-2 (P17-201)), to wit:

LOT 4, BLK. 4, KARNS 2ND ADDITION and LOTS 5-6-7, BLK. 4, KARNS-2

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR/TYLER VALENTINE

SUBJECT: **FIRST READING OF ORDINANCE S:** AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND DIVISION 4.4 PLANNED UNIT DEVELOPMENT ZONES TO ADD SECTION 4.4.2.H.7 OF THE TOWN OF JACKSON, REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 ZONE (P17-201) (PUD-NM-2 (P17-201)), AND PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING OF ORDINANCE T: AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 & 650 S. GLENWOOD STREET AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

APPLICANT: GREG PRUGH. PRUGH REAL ESTATE

REQUESTED ACTION

1. First Reading of Ordinance S to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.
2. First Reading of Ordinance T to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development – Neighborhood Medium Density-2 (PUD-NM-2 (P17-201)) Zone.

PRIOR TOWN COUNCIL ACTION

The Town Council approved applications P17-201 (PUD) and P17-200 (Sketch Plan) on November 19, 2018 for Sketch Plan and Planned Unit Development to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) to the Planned Unit Development - Urban Residential (PUD-NM-2 (P17-201)) Zone. (See text of Ordinance T for legal description of area approved for amendment). Both the Planning Director and Planning Commission recommended approval of the rezone request. Below is the approved Master Plan table:

Master Plan (Sketch Plan)	
Development Standard	Proposed/Allowed
FAR	.65 max. (16,338 sf)
LSR	.30 min. (7,541 sf)
Plant Units	1 per DU & 1 per 12 parking spaces = 23 units.
Maximum Lot Coverage	.32 or 8,014 sf
Height	35' max.
Stories	3 max.
Density	20 units max.
Parking	34 spaces total
Front Yard Setback	12' min from PL 12' min from roadway easement
Side Yard Setback	5' min.
Rear Yard Setback	20' min.
Any development standards not included above will be applied as allowed or required in Sec. 2.2.8 Neighborhood Medium Density-2 (NM-2)	See NM-2 standards
Allowed Uses	Proposed/Allowed
Residential	
Apartment	B
Attached Single-Family	B
Accessory Uses	
Home Occupation	B

LOCATION

The properties are located at 640 & 650 S. Glenwood Street, legally described as Lots 4, 5, 6 & 7, Block 4 of the Karns Second Addition to the Town of Jackson. An aerial photo and zoning map are shown below:



STAFF ANALYSIS

According to the LDRs adopted on January 1, 2015, which this PUD was approved under, the PUD requires an amendment to the official zone map and to the text of LDRs. In simple terms, each PUD is an individual

zoning district created for a PUD project that will be shown on the zoning map as the newly zoned PUD-NM-2. The text for the new PUD zone (development standards, allowed uses, etc.) will be adopted by reference in the LDRs and available for public review with both the Town Clerk and Planning Department in the project file. Staff recommends not incorporating the full text of each PUD zone into the LDRs because PUD standards effect only one property and require review of the associated development plan to understand the actual project approved for the site.

In the case of the applicant's approved 20-unit apartment building, the new PUD zone would include the development standards and allowed uses approved in the Sketch Plan, as summarized in the PUD Master Plan required by Sec. 4.4.1.C.2. The NM-2 zone will provide all of the base standards and allowed uses unless specifically replaced or modified by the approved PUD. The reason the NM-2 zone is the default for base standards is the UR no longer exists.

PUD projects require that the zoning map amendment and LDR text amendment be processed when the Sketch Plan is approved. Consequently, the Sketch Plan approval for this PUD included findings for a zoning map amendment and a text amendment which both require three ordinance readings before they are officially adopted by the Town. This staff report includes the two required ordinances for first reading for both the PUD zoning map amendment and the LDR text amendment.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Below are the findings approved by the Town Council on November 19, 2018, for the amendment to the text of the LDRs and the amendment to the Official Zoning Map to rezone the property to the Planned Unit Development – Urban Residential (PUD-UR (P17-201) Zone:

PUD Approval:

Item 1: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the following findings shall be made for the approval of a Planned Unit Development:

1. *The proposed PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.*

Complies. Staff finds that the proposed PUD enhances what can be achieved for the desired future character for this site. The desired future character envisions redevelopment and a mixture of residential types. The proposed apartments bring diversity to the existing housing type which is primarily single family residential. The PUD tool allows for flexibility in development such as allowing a higher Floor Area Ratio compared to the base zoning. Allowing a PUD will maximize this site's full development potential for workforce housing.

2. *The findings for a PUD option found in Article 4 must be made.*

Complies. Below are the findings found in Article 4, specifically Section 4.4.2.D:

- a. *The proposed project substantially achieves the stated purposes (as applicable) of Section 4.4.2.A Purpose and Intent, and that it is an appropriate and legitimate application of the PUD-ToJ process.*

Complies. Staff finds that the proposed project substantially complies with the described purposes of the Planned Unit Development option. As discussed above in the staff report, staff finds that the proposed application is suitable for the proposed location and is compatible with the surrounding land uses subject to the conditions of approval placed on the application. Furthermore, staff finds that the proposed project is an efficient design and promotes workforce housing.

- b. *The proposed project is in substantial conformance with all applicable standards and criteria of Division 4.4 Planned Unit Development Zones.*

Complies. Staff finds that the application complies with the criteria set forth by the Land Development Regulations for a Planned Unit Development, subject to the conditions of approval placed on the application. Staff finds that the applicant has proposed a project that not only encourages efficiency of design but workforce housing as well. The development is compatible with the surrounding uses and the surrounding neighborhood.

- c. *The proposed project substantially meets the character objectives of preservation or enhancement of the zoning district and neighborhood in which it is located. Projects which are found to be out of scale and character with their surroundings will not be approved.*

Complies. Staff finds that the proposed development is compatible with the mix of existing housing types within the neighborhood subject to the conditions of approval placed on the application. In addition, staff finds that the proposed setbacks, site layout and elevations for the proposed structures will maintain or enhance the integrity of the surrounding residential neighborhood. Furthermore, the DRC reviewed this project on several levels of design and unanimously supported it as presented.

- d. *The streets and intersections serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Complies. Staff finds that the proposed application as conditioned will not reduce the level of service on adjacent roadways or alleys to an unacceptable level. In addition, Engineering did not identify any significant issues. Staff finds that the safety of motorists, pedestrians and cyclists will not be jeopardized in any way by the proposed application.

- e. *The density and distribution of population resulting from the project will not overburden schools, parks, utilities, or other public services.*

Complies. Staff finds that the proposed population will not pose significant impact to school and park facilities. The project will not overburden utilities or public services, as development will be connected to existing facilities and will be in close proximity to existing services.

- f. *All diverse impacts associated with the proposed project are effectively mitigated to the extent possible.*

Complies. Staff finds that the applicant has made every effort to mitigate impacts to surrounding properties, as well as provide a pleasant and inviting environment for residents and the surrounding neighborhood. In addition, staff has placed conditions of approval on the proposed application that will further mitigate any significant impact of the proposed development on the surrounding land uses.

3. *The findings for the amendment of an existing PUD or other special project found in Section 8.2.13.D must be made.*

Complies. Not applicable.

4. *The findings for Section 8.7.1.C LDR Text Amendment must be made.*

Complies. Please see findings below for Section 8.7.1.C.

5. *The findings for Section 8.7.2.C Zoning Map Amendment must be made.*

Complies. Please see findings below for Section 8.7.2.C.

Item 2: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a LDR Text Amendment found in Section 8.7.1.C must be made:

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

Complies. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the UR zoning district. The purpose of the UR zone is to provide for high density residential areas and promote affordable housing types within a pedestrian-orientated environment. The proposed project will provide 20 units which is a higher density development compared to the existing two dwelling units. In addition, the applicant will be supplying workforce housing in close proximity to local transit, Snow King and the Downtown Core. The proposal meets all physical development limitations such as setbacks, FAR, LSR, etc.

2. *The proposed project improves the consistency of the LDRs with other provisions of the LDRs.*

Complies. As conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development and development within the UR zoning district. In addition, the development of a new high quality development will provide more consistency within the zoning district.

3. *The proposed project provides flexibility for landowners within standards that clearly define desired character.*

Complies. Staff finds that the proposed project is located in close proximity to the core of Town near employment and Complete Neighborhood amenities. This close proximity to the Town core allows tenants flexibility to use multiple modes of transportation and are not limited to single vehicle trips. The proposed project will also be a high quality development which is an improvement from the existing conditions.

4. *The proposed project is necessary to address changing conditions, public necessity, and/or state or federal legislation.*

Complies. Staff finds that the proposed project is necessary to address the housing conditions within the Town of Jackson by providing 20 new rental units. In addition, the project will include variety in both unit size and bedroom type which will reach a broader group of residents in Jackson. Although this proposal will displace the existing residents living in the existing dwelling unit, the new development will provide 20 new living units suitable for future workforce housing needs.

5. *The proposed project improves implementation of the Comprehensive Plan.*

Complies. Staff finds the proposed project to improve implementation of the Comprehensive Plan by providing a development that is consistent with the purpose and intent for Subarea 3.2. Core Residential. See the above **Item A**, finding #1.

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

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

Item 3: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

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

Complies. Staff finds that the proposed project is consistent with the purposes and organization of the LDRs. See **Item C**, finding #1.

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

Complies. As conditioned, staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan on all aspects. The Town Residential Core is envisioned to be comprised of a variety of housing types, because the existing housing trend tends to be single family, the proposed multi-family apartment project satisfies this vision in providing a different type of housing. In addition to variety in type, the vision also includes a variety in density. A 20-unit complex will provide one of the more dense developments within the immediate neighborhood thus satisfying the need for high density residential. Lastly, the proposed project is located near the core of Town close to employment, amenities and local transit which are all envisioned for the Town Residential Core.

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

Complies. Staff finds that the proposed project is necessary to address changing conditions or a public necessity. See **Item C**, finding #4.

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

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

[ATTACHMENTS](#)

Ordinance S
Ordinance T

[RECOMMENDATIONS/ CONDITIONS OF APPROVAL](#)

Staff recommends moving to approve the ordinances as presented.

SUGGESTED MOTIONS

I move to approve Ordinance S on first reading to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (P17-201) (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.

I move to approve Ordinance T on first reading to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development - Neighborhood Medium Density-2 (P17-201) (PUD-NM-2 (P17-201)).

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to add Subsection 4.4.2.H.7 to the Town of Jackson Land Development Regulations to read as follows:

Section 4.4.2. Planned Unit Development – Town (PUD-ToJ)

H. List of Approved Planned Unit Development Zones – Town (PUD-ToJ)

7. Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (PUD-NM-2-(P17-201)) (640 S Glenwood Street and 650 S Glenwood Street)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY – 2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance 1074 as amended (part) is hereby amended to amend the Official Zoning District Map of the Town of Jackson to change the zoning classification of the following described parcel from Neighborhood Medium Density – 2 (NM-2) to Planned Unit Development – Neighborhood Medium Density – 2 (P17-201) (PUD-NM-2 (P17-201)), to wit:

LOT 4, BLK. 4, KARNS 2ND ADDITION and LOTS 5-6-7, BLK. 4, KARNS-2

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Town Clerk



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 3, 2019

MEETING DATE: January 7, 2019

SUBMITTING DEPARTMENT: Police Department

DEPARTMENT DIRECTOR: Chief Todd Smith

PRESENTER: Chief Todd Smith

SUBJECT: Ordinance U, Airport Jurisdiction

STATEMENT/PURPOSE

The purpose of this agenda item is for Council to adopt an ordinance containing a revision to the Jackson Municipal Code 12.16.030 to clarify enforcement of all ordinances of the Town of Jackson Municipal Code at the Airport.

BACKGROUND/ALTERNATIVES

The full discussion of this issue is listed in the staff report earlier on the agenda. Ordinance U contains a revision to the Jackson Municipal Code 12.16.030 to clarify enforcement of all ordinances of the Town of Jackson Municipal Code at the Airport.

Staff proposes that the Council adopt Ordinance U in the regular method with first reading proposed tonight, 2nd reading at the Council Retreat on January 14, and 3rd reading at the evening meeting of January 22.

The Town Council could consider adopting Ordinance U as an emergency ordinance. Wyoming Statutes define an emergency ordinance as "an ordinance operating for the immediate preservation of the public peace, health, safety or welfare." Pursuant to Statute, every ordinance must be publicly read on three (3) different days and at least ten (10) days must elapse between the introduction and final passage of every ordinance. However, for an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths (3/4) of the qualified members of the governing body. Should the Council choose this route, a motion must first be passed to read the ordinance in short title, then a motion to suspend the provisions of Wyoming Statute 15-1-115(c) needs to pass with four affirmative votes. Once this passes, the Council can make a motion to adopt Ordinance U as an emergency ordinance, it takes effect immediately, and the Town Clerk will publish it at the next available opportunity.

Staff recommends the Council adopt Ordinance U as presented on first reading.

The Town Council has many options, several are listed below:

1. Adopt Ordinance U as presented on first reading.
2. Adopt Ordinance U as an emergency ordinance:
 - a. Pass a motion to read the ordinance in short title.
 - b. Pass a motion to suspend the provisions of Wyoming Statute 15-1-115(c) with four affirmative votes.
 - c. Pass a motion to adopt Ordinance U as an emergency ordinance.
3. Discuss the issue and postpone action on this issue to a later Town Council meeting.
4. Other.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include citizens and guests to our community utilizing the Jackson Hole Airport and reliant on the protection of their health, safety and welfare by our Police Department, our Police Officers involved in law enforcement at the Airport, our legal team supporting the Police Department, Airport staff and those employed at the facility, and the National Park Service law enforcement assisting on an interim basis

ATTACHMENTS

Ordinance U.

FISCAL IMPACT

There is no immediate fiscal impact of adopting the ordinance as proposed. Should we not update the Municipal Code, it may affect our ability to meet our contractual obligations with the Airport to provide full law enforcement services. The contract with the Airport is \$565,000 annually. Not updating the code also jeopardizes the ability of the Airport to operate under the requirements of the Transportation Security Administration (TSA) without the assistance of the National Park Service.

The fiscal impact of passage of ordinances after third reading varies between \$250 and \$700 depending on the length of the ordinance. Ordinances are advertised the Wednesday immediately following Town Council approval on third reading. An emergency ordinance would be advertised as soon as possible.

STAFF IMPACT

The staff impact of amending the Municipal Code to allow full law enforcement jurisdiction at the Airport is positive in that it allows the Police Department to fulfill their obligations with confidence that actions will be legally supported and upheld if challenged. The staff impact for the legal team is positive in that they will have updated language in the Municipal Code to support actions taken by law enforcement in the event of a challenge.

The staff impact of passage of this ordinance either as an emergency ordinance or after third reading is notable in that it requires publishing the full ordinance in the newspaper in addition to updating the Jackson Municipal Code. The ordinance is also processed for permanent record storage book, electronic database, and posted on the Town's website.

LEGAL REVIEW

The Town Attorney has approved and finalized the language of the ordinance.

RECOMMENDATION

Staff recommends the Council adopt Ordinance U as presented on first reading.

SUGGESTED MOTION

Should the Council be ready to take action, one possible motion would be:

I move to adopt Ordinance U as presented on first reading.

Synopsis for PowerPoint (120 words max):

Background:

The purpose of this agenda item is to present the Council with a proposed revision to the Jackson Municipal Code 12.16.030 to clarify enforcement of all ordinances of the Town of Jackson Municipal Code at the Airport.

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 2(a) OF TOWN OF JACKSON ORDINANCE NO. 175 (PART) AND SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 923 (PART) AND SECTION 12.16.030 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON TO INCLUDE APPLICABILITY OF ALL ORDINANCES OF THE TOWN OF JACKSON FOR LAW ENFORCEMENT JURISDICTION AT THE AIRPORT, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Section 2(a) of Town of Jackson Ordinance No. 175 (part) and Section 2 of Town of Jackson Ordinance No. 923(part) and Section 12.16.030 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

12.16.030 Law enforcement jurisdiction.

Pursuant to authority contained in Section 10-5-101(b) of the Wyoming State Statutes, the Teton County Sheriff's Office and the Jackson Police Department are empowered to enforce duly adopted rules of the Airport Board, applicable state statutes, and all ordinances of the Town of Jackson Municipal Code, as those Titles now exist or as they may hereafter be amended, all of which shall apply to activities at the Airport.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2019.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____

Pete Muldoon, Mayor

ATTEST:

BY: _____

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



Wyoming
Association of
Municipalities
Building Strong Communities

MEMORANDUM

TO: Municipal Clerks / Administrators/Managers
(Please pass to Mayors and Council Members)

FROM: Earla Checchi – Finance/HR Manager

SUBJECT: **Voting Delegates for the 2019 WAM Winter Conference (February 20-22, 2019)**

DATE: December 11, 2018

WAM will hold a Business Meeting at the Winter Workshop in Cheyenne on Thursday afternoon, February 21, 2019 at Little America following the legislative review. **Any** individual member of WAM is entitled to speak during the Business Meeting. However, when a vote is taken **only the official voting delegate, or the alternate**, is allowed to vote for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

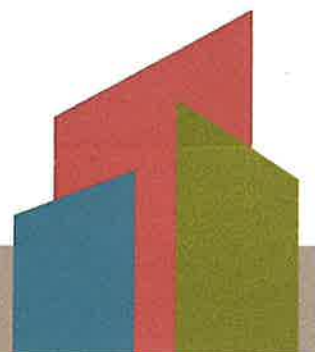
Please complete the attached form and email/fax it to WAM by Friday, February 1, 2019. We appreciate your cooperation on this matter to ensure each municipality is represented by a person who has been duly authorized by your governing body to vote at the Business Meeting.

If your official delegate is not able to attend the Winter Conference at the last moment, you may re-appoint someone else. In order for this change to be accepted we do need the change **in writing**. You may email (checchi@wyomuni.org/fax it to the WAM office by Friday, February 1, 2019 or your voting delegate may bring the written change/authorization to Winter Conference and submit it to the WAM registration desk **by Wednesday, February 20, 2019 before 12:00noon. After that time, changes will not be accepted.**

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the Winter Business Meeting!

See you at the Winter Conference, safe travels!





Wyoming
Association of
Municipalities
Building Strong Communities

WYOMING ASSOCIATION OF MUNICIPALITIES
2019 WAM WINTER WORKSHOP
OFFICIAL VOTING DELEGATE FORM

The following person has been selected as the ***Official Voting Delegate*** for the 2019 WAM Winter Conference Business Meeting in Cheyenne, Thursday, February 21, 2019.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be:

Title:

Date Approved by the City/Town Council:

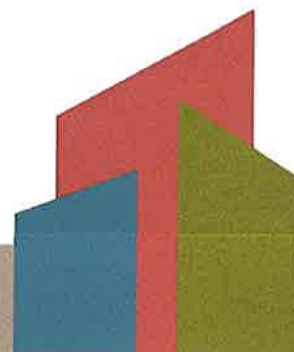
Attest: _____ (City/Town Clerk)

PLEASE EMAIL/FAX TO WAM NO LATER THAN February 1, 2019

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 632-0398, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org



MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: January 7, 2019

RE: Town Manager's Report

Town Council Retreat and Joint Town/County Retreat

The Town Council Retreat will be held on January 14 and 15 at the Grandview Lodge. The agenda and available packet items for the retreat will be posted and available on Friday, January 11. The meeting begins at 7:30 AM on Monday morning. The Joint Retreat has been scheduled for March 4 from 9:00 AM – 1:00 PM with a working lunch included. The location for this meeting has not yet been confirmed.

January CAST Meeting

The January 2019 CAST meeting will be held in our community January 16-18, 2019. Among the topics for discussion, included are Topics for the agenda include emergency planning lessons learned from the August 2017 Total Solar Eclipse and the five-day power outage in February 2017, Jackson's successful air program, traffic reduction and transportation demand management. The meetings will be held in Teton Village. As part of the meeting, the Town and County will be hosting a reception at the Wort in the Goldpiece Room on January 16th from 5:30 pm-7:30 pm. Please let us know if you plan on attending the meetings so that we can get you registered.

WAM Winter Workshop

The WAM Winter Workshop will be held in Cheyenne February 20-22 at the Little America hotel. If you have not already registered and would like to attend, please contact myself, Roxanne or Carl and we can get you registered for the conference.

FY20 Budget Schedule

Staff will be developing a FY20 Budget Schedule to give the Council an idea of the potential dates and meetings involved with presentation, discussion, and adoption of the FY20 Budget.