Jackson Town Council Regular Meeting

August 5, 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

C. Announcements/Proclamations

1. New Employee Introduction Vern Lewis, Transit Operator and Luke Ericson, Engineering Intern
2. Life Saving Award Proclamation Kevin Jones and CJ Proctor
3. Medal of Bravery Proclamation Garrett Kellams

II. PUBLIC COMMENT

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

A. Shane Rothman - Noise mitigation and operating hours at Snow King Mountain

III. CONSENT CALENDAR

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

A. Meeting Minutes
   1. July 15, 2019 workshop
   2. July 15, 2019 regular meeting

B. Disbursements

C. Temporary Sign Permit: Teton Powwow (P19-172)

D. Temporary Sign Permit: Wild West Skateboard Contest (P19-179)

E. Temporary Sign Permit: Fireman's Ball (P19-181)

F. Temporary Sign Permit: Wyoming Snow & Avalanche Workshop (P19-185)

G. Special Event: Additional Date for Jackson Hole Live

H. Special Event: Dancers Workshop "Let's Make a Parade"

I. Special Event: Firefighters Ride 4 R.I.S.E.

J. Agreement with Teton County School District for START Bus Shelters Construction

K. Utility Easement in Right of Way at 112 Center Street (P19-180) * Request to withdraw from tonight's agenda *

L. Encroachment Agreement for 112 Center Street Canopy (P19-052)

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

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.

A. Administration

1. American Legion Monument Request (Larry Pardee)

B. Building Department

1. **Item B19-0450**: Request for a 90-day Stay on a Demolition Permit at 230 E. Pearl Avenue (Paul Anthony)

C. Public Works Department

1. Connection and Use Agreement for Water and Sewer for JH Classical Academy at 2500 South Park Loop

V. RESOLUTIONS

VI. ORDINANCES

A. **Ordinance G**: An Ordinance Amending and Reenacting the Town of Jackson Official Zoning Map to change zoning at 135 E Broadway to Downtown Core (Presented for First Reading, Paul Anthony)

B. **Ordinance H**: An Ordinance Amending and Reenacting the Town of Jackson Official Zoning Map to change zoning at 175 E Broadway Avenue to Downtown Core (Presented for First Reading, Paul Anthony)

C. **Ordinance I**: An Ordinance Amending and Reenacting the Town of Jackson Official Zoning Map to change zoning at 105 E Broadway Avenue to Downtown Core (Presented for First Reading, Tyler Valentine)

VII. MATTERS FROM MAYOR AND COUNCIL

A. Mountain Towns 2030 Climate Summit in Park City, October 2-4, 2019

B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

IX. ADJOURN

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

From: shane rothman
To: Tyler Sinclair; Town Council
Subject: Snow King Mountain: Noise mitigation/Operating hours
Date: Thursday, August 1, 2019 10:00:03 AM

Dear Mayor and Council,
Today I am writing in regards to the constant noise emanating daily from Snow King Mountain's activities, which have increased significantly ever since their approval and construction in 2015. Their pre-existing Alpine Slide and the four year old Rollercoaster, Ropes Course, and the increased ATV traffic have all contributed to a very noisy atmosphere in the surrounding area, and even East Jackson residents can hear high pitch obnoxious screams daily from a far distance. From my residence at 980 Snow King Drive, the effects are amplified greatly. Due to these noises, I no longer prefer to recreate at Snow King Mountain, or even work or relax at my residence. I am also concerned that many people prefer to recreate elsewhere nowadays as well, and I look forward to enjoying quiet sunsets on the King in the future!

Operating Hours:
The "Cowboy Coaster" and Alpine Slide should not be allowed to operate until 9pm(It is typically 9:15 before the last customers finally descend, and then employees descend by 9:30 on the Slide or on ATV's or trucks). The business application states that 8pm is the closure time(there is wording in the document that has been opined as "vague", but operating until 9pm for all of peak summer for 3 years in a row is clearly not a "time to time" variation). An 8pm closure time is still very gratuitous compared to every other western USA ski area. Coasters are typically featured at major resorts that do not border a municipality or full time residents, yet they all seem to close between 5-7 pm. I have made prior attempts to bring up this issue of non-compliance, but nothing was done to attempt to mitigate the issue or require compliance.
Snow King Mountain management has made no attempts to mitigate the noise, and instead offers evening discounts to make it worse. From 6-9pm, people can take unlimited rides on the Slide and Coaster for $50, which is much more affordable alternative than the $125 "Big King Pass", and the usage and associated screaming is increased during these hours.
It is also dark by 9pm for much of this operational season, and I do not think the Slide or Coaster should be allowed to operate in the dark.
Solutions:
1.Require 8pm closure immediately(Their peak summer season ends on 8/15, and their business would not be harmed significantly)
2. Future operating hours should be more respectful(6 on weekdays, 7 on weekends), and to ensure that Snow King can remain a peaceful place in the evenings

Noise:

The business application states that the coaster is required to operate under 65 decibels, and the Apline Slide obviously "operates" at much higher readings. There has never been a compliance check on the Coaster, but it has grown noticeably louder with age, with increased clanking of the seams, as well as occasional metal-on-metal screeching. It sounds like a factory assembly line of some sort. There are even automated mechanical speakers that feature "safety messages and instructions" that can be heard from a far distance, and I am able to hear the phrase "Here we go, press the handle forward and have fun" multiple times per minute from 10am-9pm.
Solutions:
Annual compliance checks on the Coaster to ensure quiet operations of mechanical devices. The rickety 40 year old Alpine Slide should be decommissioned to facilitate downhill biking, which would be much quieter. In the meanwhile, the hallow fiberglass sections of the Slide can be backfilled to reduce the echo; which is reminiscent of a monster skateboard riding on a hallow sidewalk, or even a jackhammer.

Audio and Visual Screening:
Anything will help, including trees, walls, and the elimination of the automated speakers, which can be replaced with signs. Perhaps one sign could kindly state "Please respect the locals and wildlife by not screaming obnoxiously"!
Solutions: SKM's revegetation plan does not match what was planted, especially east of the Slide/Coaster where it is needed most. Please revisit these plans if possible, and encourage SKM to provide screening for their Eastern boundary.

ATV/Truck traffic:
Prior to 2015, vehicle traffic was rare. Since then, many vehicles per hour go up and down their road, especially whenever there is a project(The road is steep with some tight switchbacks and becomes very dusty as well). The new chairlift does not seem to be used by employees due to it being very slow. It is likely that vehicle traffic will increase greatly in the coming years, and the road is not suitable for it. Typically, vehicle traffic occurs between 7am and 10pm. This route is also used by hikers,dogs, and occasional bikers. Earlier this summer, there were dump trucks going up and down daily while kids in summer camp were hiking up. A better "uphill route" is needed for all.
Solutions:
There are plans to reroute this road towards the interior to avoid the steep sections. Perhaps SKM could be given permission to start this project immediately in the fall. No more significant projects should be able to use the current route due to safety issues, and the noise and dust associated with the steep grades in close proximity to residences. Barring an emergency, SKM should strive to limit their vehicle traffic in the future.

Riders Screaming:
There is no reasonable way to curb the screaming, which is typically exaggerated and obnoxious. I've heard them all, and estimate that 90% scream and yell very loud, often using profanities as well.
Solution:
Reduce operating hours, especially if noise compliance is not feasible.

Thank you all for your consideration of this issue, and I hope it can be addressed soon!
Shane Rothman
980 Snow King Drive

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 15, 2019 **JACKSON, WYOMING**

The Jackson Town Council met in regular workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:00 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Roger Schultz, Tyler Sinclair, Steve Ashworth, Darren Brugmann, Brian Schilling, Floren Poliseo, Johnny Ziem, and Sandy Birdyshaw.

St. John's Medical Center Campus Overview. Tyler Sinclair made introductory remarks on the purpose of today's discussion being to strengthen the cooperation between the hospital and Town's planning and development processes. Paul Beaupre, St. John's Health CEO made comment on this spirit of cooperation, short- mid- and long-term projects, and provided an update on the Sage Living Center.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to work with St. John's Medical Center to memorialize future coordination and communication towards implementation of the Comprehensive Plan and capital projects between the Town and St. John's to be placed in a Resolution or similar document for consideration at a future meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Downtown Parking and Mobility Management Plan. Tyler Sinclair made staff comment. The Council discussed the proposed implementation schedule, implementing a fee-based parking system by Memorial Day 2020, and implementing a residential permit program.

Public comment was given by Nikki Gill, Chris Owen, and Katherine Dowson.

Item A: A motion was made by Pete Muldoon and seconded by Jonathan Schechter to direct the staff to present a Resolution for adoption of the Downtown Parking and Mobility Management Plan, dated May 2019, for Council consideration at the Council's July 15, 2019, regular meeting without any changes. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B: A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to direct staff to begin implementation of the Downtown Parking and Mobility Plan, as discussed today and to bring that back at the first available opportunity. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Bike Parks for Kids. Brian Schilling made staff comment on the kid's bike park along Blair Drive and relocating the older kid section near the Presbyterian Church's parcel along South Park Loop.

Public comment was given by John Graham, Katharine Dowson, David Ellerstein, and Alan Brumstead.

A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to approve relocating the existing skills loop from its current location south of the Community Garden to the area north of the Community Garden, with improvements as discussed today. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to approve a new kids bike loop to be located at the Presbyterian Church of Jackson Hole parcel south of Montana Road, and to direct staff to prepare all necessary plans, permits, and documents for the bike loop, including a lease agreement with the Presbyterian Church of Jackson Hole and a Memorandum of Understanding with the project partners, with improvements as discussed today. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Mid-Year Check-In on Council Priorities. A motion was made by Jonathan Schechter and seconded by Jim Stanford to continue this item to this evening's 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 Jonathan Schechter 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). The vote showed all in favor and the motion carried.
The meeting adjourned at 5:11 P.M. minutes:spb

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: July 24, 2019

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 15, 2019 **JACKSON, WYOMING**

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

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Roger Schultz, Kelly Thompson, Tyler Sinclair, Tyler Valentine, Brendan Conboy, Floren Poliseo, Johnny Ziem, Brian Lenz, and Sandy Birdyshaw.

Mayor Muldoon introduced new Town employee Don Hokanson, Street Operator and Utility Locator.

Public Comment. None.

Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the consent calendar including items A-J as presented with the following motions.

A. **Meeting Minutes**. To approve the meeting minutes as presented for the July 1, 2019 regular meeting.

B. **Disbursements.** To approve the disbursements as presented. Ace Hardware $806.24; Advanced Pump & Equipment, Inc $15,449.87; Airgas Usa, Llc $114.00; American Striping Company $53,104.50; Architectural Building Supply $284.00; Arete Ventures Llc $2,000.00; B-Cycle Llc $140,850.00; Best Best & Krieger $657.00; Big R Ranch & Home $121.25; Bisco $124.63; Bison Lumber $19.25; Blue Spruce Cleaners,Inc $349.81; Brimeyer, Ashley $74.19; Brower Psychological Services Inc $325.00; Brushbuck Guide Service $37.00; Buckrail, Llc $375.00; C & A Professional Cleaning Serv Llc $199.80; Caselle Inc. $1,800.00; Centurylink $215.85; City Of Driggs $1,781.93; Civicplus $7,200.00; Control System Technology, Inc. $817.50; Convergeone, Inc $1,334.00; David Stubbs $250.00; Dean's Pest Controll Llc $745.00; Delcon Inc $1,901.18; Dlt Solutions, Inc. $2,606.80; Dude Solutions, Inc $12,090.65; Electrical Wholesale Supply $493.68; Energy Laboratories Inc. $1,260.00; Fire Services Of Idaho $1,440.00; Fitzgerald, Todd $489.00; Freedom Mailing Service Inc. $1,859.56; Friends Of Pathways $23,448.00; Gfoa $170.00; Grand Targhee Resort $17,667.00; Greenway Painting Llc $2,288.31; Bruce Hayse, Md $180.00; High Country Linen $3,489.08; Hirst Applegate, Llp $5,898.95; Hunt Construction Inc $14,620.50; Jackson Curbside Inc. $840.00; Jackson Hole Law, Pc $1,503.50; Jackson Hole News & Guide $5,261.56; Jackson Lumber Inc $44.89; J-B Mechanical $228.95; Jorgensen Associates, Pc $2,670.00; Kzjh/Kjax $672.00; Leigh, Christopher S. $200.00; Lepco $1,496.24; Local Gov't Liability Pool $83,606.00; Lower Valley Energy Inc $26,725.76; Dbr Inc. $120.00; Mailfinance $468.69; Mcdonald, Jeff $300.00; Mike's Welding Inc $74.00; Miller Sanitation $8,288.00; Msc Industrial Supply Co $206.15; Napa Auto Parts Inc. $38.76; Nelson Engineering $8,047.75; Newlevel Group $3,993.56; One Call Of Wyoming $340.50; Ops Strategies $1,260.00; O'ryan Cleaners $115.60; Pethealth Services Inc $365.00; Poco Llc $1,094.67; Quick Brown Fox Llc $550.00; Rendezvous Insurance Inc. $26,309.63; Rink-Tec International, Inc $13,422.66; Roxanne Devries Robinson $66.00; Robinson, Sami $2,150.00; Rogers, Robert $155.00; Rui Inc. Dba Village Gardner $1,743.25; Schmillen, Scott $1,187.50; Servpro Of Idaho Falls $450.00; Silver Creek Supply $316.18; Silverstar $2,279.06; Smith Power Products,Inc. $770.07; Snake River Mep Complete, Inc $1,846.50; Snake River Roasting $198.65; Spring Creek Animal Hospital $479.18; St John's Hospital $185.00; Standard Plumbing Supply Co. $19.64; Swagit Productions, Llc $1,775.00; Tank, Joanne $2,000.00; Teton County Inmate Fund $1,008.00; Teton County Clerk $155,210.25; Teton County Housing Authority $95.17; Teton County Integrated Solid Waste/Recy $1,624.79; Teton County School District 1 $52,225.00; Teton County Special Fire Fund $286,803.73; Teton County Transfer Station $26.00; Teton County-Fund 10 $78,370.09; Teton County-Fund 13 $1,187.94; Teton County-Fund 19 $36,390.56; Teton Motors Inc $596.97; Teton Trash Removal, Inc. $45.50; Teton Youth & Family Services $39,500.00; Thyssen Krupp Elevator Corp. $297.86; Trefonas Law, P.C. $94.20; Virginian Village Condo Hoa $1,080.00; W.A.R.M. Property Insurance $188,942.62; Wam $12,315.45; Watchguard Inc. $1,375.37; Water Werks, Inc $1,586.84; Watts Steam Store Rocky Mt. Inc $319.95; Westbank Sanitation $49.98; Western States Equip Company $1,515.00; Westwood Curtis $205,001.37; White Glove Cleaning, Inc. $1,333.13; Wilson, Elisa $3,684.38; Wyoming Department Of Health $240.00; Wyoming Financial Insuance, Inc $6,750.00; Wyoming Law Enforcement Academy $130.00; Wytrans $60.00; Xerox Corporation $548.61; Yellow Iron Excavation, Llc $954.00; Zylab International Inc. $5,288.48.

C. **June 2019 Municipal Court Report**. To accept the June 2019 Municipal Court Report into the record.

D. **Temporary Sign Permit: High School Football Kick Off (P19-168)**. To approve the temporary banner in conjunction with JHHS Football subject to three (3) conditions of approval.

E. **Temporary Sign Permit: Stomping the Divots (P19-173)**. To approve the temporary banner in conjunction with Jackson Hole Therapeutic Riding Association subject to three (3) conditions of approval.

F. **Temporary Sign Permit: Jackson Hole Ski Club (P19-174)**. To approve the temporary banner in conjunction with Jackson Hole Ski Club subject to three (3) conditions of approval.

G. **Stage Stop Lease Renewal with Chamber of Commerce.** To approve a new lease with the Chamber of Commerce for use of the Stage Stop Building with a term of three years that includes the option to extend the lease with written authorization.

H. **Encroachment Agreement for 40 East Pearl (P19-140)**. To authorize staff to prepare an Encroachment Agreement, approved by the Interim Town Attorney, between the Town of Jackson and property owner, Teton County, to allow temporary shoring nails and related temporary construction to encroach into the Town's alley right-of-way south of 60 East Pearl Ave and waive any removal fee subject to the following conditions: 1. Applicant shall provide all exhibits to the agreement to the satisfaction of the Town Engineer; 2. Exhibits shall show the property line and the encroachment dimensioned from the property line; 3. Record drawings of the installed shoring shall be provided to the Town Engineer; 4. Any portion of the temporary wall constructed within the public alley right-of-way shall be removed to a depth of ten feet below the surface during backfill; and 5. Soil nails shall not be installed above, interfere with, or contact existing Town utilities

I. **Encroachment Agreement at 437 N. Glenwood (P19-126)**. To authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owner, Abilene, LLC, to allow a canopy to encroach 4 feet into a Town right-of-way for 21'-9" and with 9 feet of ground clearance, subject to final review and approval by the Town Attorney.

J. **Bid 20-02: 2019 Fall Street Patching Project**. To approve the 2019 Fall Street Patching Project with Evans Construction Co. of Jackson, Wyoming in the amount of $167,212 and upon legal approval authorize the mayor to execute all necessary contract Agreements.

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

Teton County Funded START Green Line Service. Darren Brugmann made staff comment. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the request for the change in service level and budget adjustment for expanded Green Line service for Summer 2019 as funded by Teton County. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-365: Conditional Use Permit for St. John's Parking at 630 East Broadway. Brendan Conboy made staff comment. Paul Beaupre, St. John's Health CEO made comment on the parking lot.

Based upon the findings as presented in the staff report and as made by the applicant for item P18-356, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals to approve a Conditional Use Permit for a surface parking lot for the property addressed at 630 East Broadway subject to the departmental reviews attached here and the following four conditions of approval:

1. Prior to issuance of a Grading Permit, the applicant shall provide a bond in the amount of 125% of the cost of all landscaping.
2. The applicant shall replace the existing and now abandoned curb cut to Town standards to match the grade of existing sidewalk.
3. The applicant shall submit lighting plans with Grading Permit submittal that demonstrate compliance with Sec. 5.3.1 Exterior Lighting of the LDRs that demonstrates compliance with light trespass, controls, total allowable lighting on site, and required lighting reduction times.

4. The applicant shall develop a comprehensive Parking Management and Alternative Mobility Plan to be reviewed and approved by Planning Staff and to be submitted in conjunction with any future applications requiring Town approval.

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

Item P19-105, -107: Zoning Map Amendment for Café Genevieve Block at 135 and 175 E Broadway. Tyler Sinclair made staff comment. George Putnam made comment on behalf of the applicant. Public comment was given by Michael Stern on behalf of the Historic Preservation Board, and Ryan Nouri.

Based upon the findings for an amendment to the Official Zoning Map as presented by staff, and the applicant for Items P19-105 and P19-107 related to 1) Consistency with the purposes and organization of the LDRs; 2) Improved implementation of the desired future character in the Comprehensive Plan; 3) Need to address changing conditions or a public necessity; and 4) Consistency with other adopted Town Ordinances, a motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve a change to the official zoning map from Urban Commercial (UC) to Downtown Core (DC) for a portion of the properties located at 135 & 175 East Broadway Avenue subject to this staff report and the departmental reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-114: Zoning Map Amendment for 105 E. Broadway. Tyler Valentine made staff comment. John Stennis made comment on behalf of the applicant.

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-114, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to make findings 1-4 as set forth in Section 8.7.2.C (Zoning Map Amendment) of the Land Development Regulations relating to 1) consistency with the purposes and organization of the LDRs; 2) improved implementation of the desired future character in the Comprehensive Plan; 3) need to address changing conditions or a public necessity; and 4) consistency with other adopted Town Ordinances to approve a change in the official zoning map from Urban Commercial (UC) to Downtown Core (DC) for the property located at 105 East Broadway Avenue, subject to this staff report and the departmental reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 19-17: A Resolution Adopting the Downtown Parking and Mobility Management Plan. Tyler Sinclair made staff comment.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to approve Resolution 19-17 a resolution accepting the Downtown Parking and Mobility Management Plan, dated May 2019.

RESOLUTION 19-17: A RESOLUTION ACCEPTING THE TOWN OF JACKSON DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

WHEREAS, the 2012 Jackson/Teton County Comprehensive Plan provides Policy 7.2.a, which calls for the creation of a transportation network based on “complete streets” and “context-sensitive” solutions, and Strategy 7.3.S.1, which calls for a reevaluation of parking standards that currently promote travel by single occupancy vehicle; and

WHEREAS, the Jackson/Teton County Integrated Transportation Plan was adopted by the Town and County in 2015 to be a “blueprint for implementing the transportation provisions of the Town/County Comprehensive Plan,” which includes parking and mobility strategies;

WHEREAS, the Town adopted the Community Streets Plan in 2015 to build upon the policies of the Jackson/Teton County Comprehensive Plan and to serve as an adaptable guide and “toolkit” of preferred street right-of-way design solutions that should be implemented to foster a multimodal transportation system that works for people driving cars, riding transit, traveling by bike or on foot;

WHEREAS, Consultant Kimley Horn and the staff of the Planning, Public Works, Police, START, and Pathways departments, guided the planning process to create the Downtown Parking and Mobility Management Plan to accomplish Policy 7.2.a and Strategy 7.3.S.1 of the 2012 Jackson/Teton County Comprehensive Plan;

WHEREAS, the process of creating the Downtown Parking and Mobility Management Plan was greatly aided and influenced by significant public input from downtown business owners, the Chamber of Commerce, Friend of Pathways, and the general public; and

WHEREAS, the Downtown Parking and Mobility Management Plan will be implemented over the coming years to guide the management, enforcement, and evolution of parking strategies in the Downtown of Jackson; and

WHEREAS, the Downtown Parking and Mobility Management Plan is intended as a guide for decision makers on topics such as governance, customer service, planning, technology, enforcement, as well as parking facility and systems management. Specifically the plan provides strategies and tools to:

1) Identify governance and management structures that will work best for Jackson that will also contribute to the successful implementation of other community goals;
2) Position parking as a contributor to the vitality of Downtown;
3) Establish positive and proactive community relations;
4) Encourage on-street parking turnover and promote increased community vitality;
5) Identify management strategies and technologies to improve the customer experience, while also controlling operating costs and enhancing system financial performance;
6) Position parking management within the larger "mobility management" context in a way that promotes a balanced system of parking and multi-modal transportation alternatives; and,

WHEREAS, the attached Downtown Parking and Mobility Management Plan, dated May 2019, shall be accepted by this Resolution and shall serve as the guiding document in achieving the policies and actions as described above. The Plan may be altered or amended at any time by the Town of Jackson and the document solely serves as a guiding document and is not a regulation.

NOW THEREFORE, BE IT RESOLVED that the Jackson Town Council hereby accepts the attached Downtown Parking and Mobility Management Plan, dated May 2019, as a guiding document to assist in reaching the policies and actions as described above.

This resolution is hereby adopted on the 15th day of July 2019.

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

Resolution 19-18: A Resolution Approving a Grant Agreement with the Federal Aviation Administration on behalf of the Jackson Hole Airport Board. Sandy Birdyshaw made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Resolution 19-18 Approving a Grant Agreement with the Federal Aviation Administration on behalf of the Jackson Hole Airport Board for Phase 2 of the Access Road Rehabilitation project, in the maximum obligation amount of $2,555,642.00.

RESOLUTION 19-18: APPROVAL OF GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION ON BEHALF OF THE JACKSON HOLE AIRPORT BOARD. AIP Grant No. 3-56-0014-060-2019

WHEREAS, Teton County and the Town of Jackson formed the Jackson Hole Airport Board on January 17, 1968 pursuant to Wyoming Statute §10-5-202 and 16-1-105; and

WHEREAS, as such the Jackson Hole Airport Board ("Board") is authorized to receive grants from Federal Aviation Administration ("FAA") for planning and/or improvements to the Jackson Hole Airport (the "Airport"); and

WHEREAS, the Board has received a grant offer from the FAA for the "Rehabilitate Access Road (Phase II) at the Airport in the amount of Two Million Five Hundred Fifty-Six Thousand Six Hundred Forty Two Dollars ($2,556,642.00); and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson in order for the Airport to receive such a grant; and

WHEREAS, the Town of Jackson Town Council desires as a co-sponsor to approve and accept such grant in such amount, and to authorize the appropriate officers of the Town of Jackson to execute the associated grant agreement, in the form annexed hereto as Exhibit A.

NOW, THEREFORE, it is resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA AIP Grant Number 3-56-0014-060-2019 in the amount of Two Million Five Hundred Fifty-Six Thousand Six Hundred Forty Two Dollars ($2,556,642.00) and in the form annexed hereto as Exhibit A, for the purpose of Rehabilitating the Access Road (Phase II) at the Airport, as more fully described in the Project Application.

PASSED and APPROVED this 1st Day of July, 2019.

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

Resolution 19-19: A Resolution Updating Section 4.20 of Aspen Hill Cemetery Rules and Regulations. Sandy Birdyshaw made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Resolution 19-19 Updating Section 4.20 of the Rules and Regulations for Aspen Hill Cemetery as presented.

> **RESOLUTION 19-19: A RESOLUTION UPDATING RULES, REGULATIONS, RATE CHARGE AND CONDITIONS FOR ASPEN HILL CEMETERY.**
>
> **WHEREAS**, it is the desire of the Town of Jackson to make Aspen Hill Cemetery, owned and operated by the Town, a quiet, beautiful resting place for the dead where a sense of repose will be obtained. To secure these effects, the Town has spent, and will continue to expend, considerable sums of money, but to preserve these effects will require the cooperation of every lot owner. Everything which would mar the general beauty and harmony of the cemetery must be avoided. Peace and good order must prevail, and the sacredness of the place must be maintained at all times. It is to this end that these rules and regulations have been formulated after careful study, and are designed so that the rights and privileges of individual plot owners or persons are not unduly restricted. The cooperation of plot owners, individuals and the general public will help in protecting the beauty of the cemetery and keeping maintenance costs at a reasonable level.
>
> **BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, THAT THE FOLLOWING RULE AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE:**
>
> *The full resolution was not copied into the minutes to save space. The update included only Section 4.20 which now reads:*
>
> **Section 4.20**. Town May Buy. In the event a plot owner is not able to use the plot, the owner or a descendant, heir-at-law, estate administrator or representative, or spouse, may apply to transfer and sell the plot(s) back to the Town of Jackson at the current plot price as determined by the Cemetery Fees Resolution in place at the time of the plot buyback.
>
> DATED THIS 15TH DAY OF JULY, 2019.

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

Ordinance A: An Ordinance Amending the Zoning District Map at 460 East Broadway to Public/Semi-Public (P/SP).
Ordinance B: An Ordinance Amending the Zoning District Map at 660 East Broadway to Public/Semi-Public (P/SP).
A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue Ordinance A and B on second reading to an upcoming workshop to be considered along with a Memorandum of Understanding as discussed earlier today with St. John's Medical Center. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. Mayor Muldoon asked the Council to reconsider the vote of approval of the motion taken in the July 1, 2019 Joint Information Meeting to "*direct and authorize the Jackson/Teton County Housing Authority Board to list 3590 North Kennel Lane for sale at a price determined by consultation with our real estate advisor and later approved by the Commission and the Council that can then be reinvested in the Housing Supply Program and also direct planning staff to include 3590 North Kennel Lane for consideration as a potential receiving area for workforce housing through the Growth Management Plan project*." This action was taken at the July 1, 2019 Joint Information Meeting. Robert's Rules of Order states that the purpose of reconsidering a vote is to permit correction of hasty, ill-advised, or erroneous action, or to take into account added information or a changed situation that has developed since the taking of the vote. He stated he believed the Council needs to reconsider this item because he was acting under the belief a floor had been set for the sale price which he was opposed too. He now understands that such floor had not been set.

A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to reconsider the vote on approval of the motion to "*direct and authorize the Jackson/Teton County Housing Authority Board to list 3590 North Kennel Lane for sale at a price determined by consultation with our real estate advisor and later approved by the Commission and the Council that can then be reinvested in the Housing Supply Program and also direct planning staff to include 3590 North Kennel Lane for consideration as a potential receiving area for workforce housing through the Growth Management Plan project*" as he voted against this motion for approval and was on the prevailing side. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Mayor Muldoon stated the original motion is now on the floor "*to direct and authorize the Jackson/Teton County Housing Authority Board to list 3590 North Kennel Lane for sale at a price determined by consultation with our real estate advisor and later approved by the Commission and the Council that can then be reinvested in the Housing Supply Program and also direct planning staff to include 3590 North Kennel Lane for consideration as a potential receiving area for workforce housing through the Growth Management Plan project*." Mayor Muldoon called for the vote. The vote showed 3-2 in favor, with Stanford and Schechter opposed. The motion carried.

Funding Request for Early Childhood Project. Hailey Morton Levinson made comment on working with the County to perform a needs assessment and determining the inventory of childcare services. A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to approve the appropriation of $2,500 from the Mayor and Council Professional Services line item for an inventory and needs assessment for early childcare with the understanding the Council would need to approve the final scope of work, and a contract for services at a future meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Pete Muldoon gave an update from the START Board meeting.

Jim Stanford made comment that the County would be hearing the Mercill proposals tomorrow and suggested providing comments from Council for their consideration. A motion was made by Jim Stanford and seconded by Jonathan Schechter to authorize the Mayor to sign a letter on behalf of the Council to the County Commissioners related to the Mercill property proposals. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Jonathan Schechter made comment on the Airport Board meeting.

Mid-Year Check-In on the 2019 Council Priorities. *This item was continued from today's workshop to this meeting*. Tyler Sinclair made staff comment.

Priority #3 – Predictable Funding of Local Government. A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to direct staff to bring back a framework for better understanding of how funding is tied to expenditures and what options are, including a plan of how we get there over the next year or so, and to capture the discussion points, challenges, and disagreements raised during the SPET discussion so a more predictable process could be put in place based on those points.

Priority #4 – Improving/Protecting Flat Creek Riparian System. Jim Stanford made comment on steps taken so far on this priority and keeping track of each effort and resources invested, so to know the results of the efforts. The Council held discussion on setting aside time to discuss priorities during workshops.

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

Town Manager's Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on sales and lodging tax, municipal contracted prosecutors, and Trial by Water-a first day on the job with Don Hokanson. 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 Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:52 p.m. minutes:spb

TOWN OF JACKSON

_____

ATTEST: Pete Muldoon, Mayor

_____

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: July 24, 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
328	842-NCPERS GROUP WYOMIN	842082019	PAYROLL DEDUCTIONS	07/16/2019	112.00	112.00	07/31/2019
Total 328:					112.00	112.00	
425	ACE EQUIPMENT & SUPPLY	168710	ALL-PRO P/W STRIP, PELICAN	07/09/2019	1,743.00	.00	
425	ACE EQUIPMENT & SUPPLY	168751	STRING POT KIT, FRT	07/15/2019	2,221.73	.00	
Total 425:					3,964.73	.00	
51	ACE HARDWARE	658438	DUR TRANSPONDER KEY	06/25/2019	89.99	.00	
51	ACE HARDWARE	660679	KEY KRAFTER BRASS KEY, KE	07/10/2019	21.95	.00	
51	ACE HARDWARE	660762	STRAP HOLD DOWN RUBBR 9",	07/10/2019	17.94	.00	
51	ACE HARDWARE	660918	POTTING SOIL	07/11/2019	71.96	.00	
51	ACE HARDWARE	660943	PADLOCK COMB2" RESET 175D	07/11/2019	16.99	.00	
51	ACE HARDWARE	660972	STIHL-HELLFIRE SMOKE, CM S	07/12/2019	31.96	.00	
51	ACE HARDWARE	660993	STIHL 12: SHAIN, STIHL FILE HL	07/12/2019	54.97	.00	
51	ACE HARDWARE	661040	TAPE TEFLON JOINT	07/12/2019	13.43	.00	
51	ACE HARDWARE	661467	5 SHELF UNIT	07/16/2019	99.99	.00	
51	ACE HARDWARE	661551	STIHL	07/16/2019	13.99	.00	
51	ACE HARDWARE	661583	LANDSCAPING PRODUCTS	07/16/2019	155.85	.00	
51	ACE HARDWARE	661598	COUPLE BRS, NIPPLE, WASHR	07/16/2019	22.46	.00	
51	ACE HARDWARE	661709	SpARK PLUG CHAMP, SHOVEL	07/17/2019	34.98	.00	
51	ACE HARDWARE	661781	BARK	07/17/2019	39.95	.00	
51	ACE HARDWARE	662143	BATTRY ALKLN EVER D CD4	07/19/2019	11.99	.00	
51	ACE HARDWARE	662369	DUCK TAPE BLK & ORG, RUST	07/22/2019	13.54-	.00	
51	ACE HARDWARE	662565	ASPIRE INT EGG PWHITE GL, T	07/23/2019	68.45	.00	
51	ACE HARDWARE	662759	COUPLE BRS, ADPTR BARBXM	07/24/2019	69.45	.00	
51	ACE HARDWARE	662779	100 PC 8" NATURAL, ADPTR BA	07/24/2019	27.27	.00	
51	ACE HARDWARE	662820	CLAMP HOSE 7/32"	07/24/2019	16.90	.00	
51	ACE HARDWARE	662995	CLAMP PLSTC WHT, ADPTR BA	07/25/2019	46.17	.00	
51	ACE HARDWARE	663073	PIPE S&D BELL 4X10	07/25/2019	11.99	.00	
51	ACE HARDWARE	663166	WRENCH WATER FILTER	07/26/2019	9.99	.00	
51	ACE HARDWARE	663183	WRENCH WATER FILTER, RUL	07/26/2019	12.00	.00	
51	ACE HARDWARE	663305	INDOOR FOGGER	07/27/2019	14.98	.00	
Total 51:					962.06	.00	
2269	AFLAC	711076	ACCOUNT #y9599	07/25/2019	2,958.42	2,958.42	07/31/2019
Total 2269:					2,958.42	2,958.42	
88	AIRGAS INTERMOUNTAIN INC.	9090441016	MAXIFLEX ELITE	07/01/2019	57.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	9090545394	DC FLP, WHL CUTOFF	07/01/2019	252.85	.00	
88	AIRGAS INTERMOUNTAIN INC.	9963193172	RENT CYL IND LARGE ACETYL	06/30/2019	105.70	.00	
Total 88:					415.55	.00	
5726	AMAZON	1H1Q-FF3V-1	TEMPERED GLASS	07/24/2019	26.20	.00	
5726	AMAZON	1QCN-996D-VJ	OTTER BOX	07/24/2019	44.80	.00	
5726	AMAZON	1QCN-996D-X	MAGNETIC PHONE HOLDER & I	07/24/2019	1,345.05	.00	
5726	AMAZON	1QLX-1X7W-1	OSMOSIS FILTER & MONITORS	07/16/2019	839.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5726:					2,255.49	.00	
6214	AMERICAN TOWER CORPORAT	3072675	SNOW KING TOWER	06/26/2019	4,440.00	.00	
6214	AMERICAN TOWER CORPORAT	3072675	SNOW KING TOWER	06/26/2019	4,440.00	.00	
Total 6214:					8,880.00	.00	
3530	AMSOIL INC	18506802 RI	SYNTHETIC 15W40 SS DIESEL	07/08/2019	6,781.50	.00	
Total 3530:					6,781.50	.00	
6480	ANDERSON, JASON	073019	RETURN BONDB18-0194	07/30/2019	1,878.13	.00	
Total 6480:					1,878.13	.00	
463	ANIMAL CARE CLINIC OF JACK	625944830	RABIES	07/26/2019	77.71	.00	
Total 463:					77.71	.00	
6250	ARBOR WORKS TREE SERVICE	3141	REMOVE ONE WILLOW AND G	07/17/2019	600.00	.00	
Total 6250:					600.00	.00	
1783	AT&T	287259163099	JUNE MONTHLY CHARGES	07/16/2019	851.59	.00	
1783	AT&T	287272169264	MONTHLY CHARGES	07/20/2019	252.43	.00	
1783	AT&T	2872795460X0	MONTHLY CHARGES	07/19/2019	251.88	.00	
Total 1783:					1,355.90	.00	
4920	BEST BEST & KRIEGER	852205	CABLEVISION RENEW	06/25/2019	292.00	.00	
4920	BEST BEST & KRIEGER	852506	FRANCHISE RENEWALS	06/25/2019	182.50	.00	
4920	BEST BEST & KRIEGER	853074	CABLEVISION RENEWAL	07/02/2019	401.50	.00	
Total 4920:					876.00	.00	
4774	BIG R RANCH & HOME	1369934	HARDWARE	02/28/2019	3.98	.00	
4774	BIG R RANCH & HOME	1383670	ROUND STICK STEEL HOT ROL	05/31/2019	19.98	.00	
4774	BIG R RANCH & HOME	1389944	CLEVIS SLIP HOOK 3/8"	06/28/2019	11.98	.00	
4774	BIG R RANCH & HOME	1394110	HARDWARE	07/18/2019	2.93	.00	
Total 4774:					38.87	.00	
4485	BLISS CARGO	12967	DELIVERY OF PACKAGE FROM	06/21/2019	25.75	.00	
Total 4485:					25.75	.00	
2850	BMV LLC	3764	SHIPPING- WATER SAMPLES	07/15/2019	59.53	.00	
2850	BMV LLC	4325	SHIPPING: WWTP SAMPLES	07/24/2019	15.97	.00	
2850	BMV LLC	8349	SHIPPING- COLLECTIONS	06/11/2019	59.53	.00	
Total 2850:					135.03	.00	
4045	BRADLEY ENGINEERING/CHAR	5045	PROJ: 19-78: START BUS CHAR	07/30/2019	875.00	.00	
4045	BRADLEY ENGINEERING/CHAR	5046	PROJ: 19-78: START BUS CHAR	07/30/2019	761.75	.00	
Total 4045:					1,636.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6156	BUCKRAIL, LLC	2053	ADS	07/27/2019	375.00	.00	
Total 6156:					375.00	.00	
4614	C & A PROFESSIONAL CLEANI	JULY 2019- GY	JULY 2019 CLEANING SERVICE	07/01/2019	1,083.50	.00	
4614	C & A PROFESSIONAL CLEANI	JULY 2019- P.	JULY 2019 CLEANING SERVICE	07/01/2019	670.27	.00	
4614	C & A PROFESSIONAL CLEANI	JULY 2019- P	JULY 2019 CLEANING SERVICE	07/01/2019	2,267.00	.00	
4614	C & A PROFESSIONAL CLEANI	JULY 2019- ST	JULY 2019 CLEANING SERVICE	07/01/2019	1,781.06	.00	
4614	C & A PROFESSIONAL CLEANI	JULY 2019- T.	JULY 2019 CLEANING SERVICE	07/01/2019	4,232.33	.00	
Total 4614:					10,034.16	.00	
5	CARQUEST AUTO PARTS INC.	6090-436850	RELAY	06/11/2019	29.49	.00	
5	CARQUEST AUTO PARTS INC.	6090-438309	RADIATOR STOP LEAK	06/20/2019	8.78	.00	
5	CARQUEST AUTO PARTS INC.	6090-439028	BRK PAD PLAT CERAMIC	06/25/2019	51.20	.00	
5	CARQUEST AUTO PARTS INC.	6090442415	GATORBACK POLYV BELT	07/18/2019	140.32	.00	
Total 5:					229.79	.00	
39	CASPER COLLEGE	7313 071819	REGISTRATION FOR SANDY BI	07/18/2019	395.00	.00	
Total 39:					395.00	.00	
544	CENTURYLINK	1472910412	307-733-3932	07/19/2019	207.09	.00	
544	CENTURYLINK	307-111-5050	307-111-5050	07/07/2019	1,892.08	.00	
544	CENTURYLINK	307-733-3106	307-733-3106	07/13/2019	37.26	.00	
Total 544:					2,136.43	.00	
4984	CHAPA STRIPES OF IDAHO	063019	BIKE LANE PAINTING	06/30/2019	18,500.00	.00	
Total 4984:					18,500.00	.00	
5322	CHARGEPOINT, INC	IN57434	CPCLD-COMMERCIAL-REN	07/12/2019	2,048.00	.00	
Total 5322:					2,048.00	.00	
3961	CHARTER	002091807081	MONTHLY SERVICES	07/08/2019	1,617.03	.00	
Total 3961:					1,617.03	.00	
3037	CHIEF	183281	6 POINT STAR JUNIOR POLICE	07/29/2019	1,406.49	.00	
Total 3037:					1,406.49	.00	
2949	CHLORINATORS INCORPORAT	134706	SWITCH OVER BACK BODY- O	07/15/2019	1,281.00	.00	
Total 2949:					1,281.00	.00	
6001	CIVICPLUS	187412	CIVICCLERK	07/01/2019	3,600.00	.00	
6001	CIVICPLUS	189446	VIRTUAL TRAINING	07/31/2019	625.00	.00	
Total 6001:					4,225.00	.00	
4292	Commercial Tire-ID Falls	118623	265/70R17 DISC AT3 4S, SIPING	06/19/2019	732.96	.00	
Total 4292:					732.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4887	CONTROL SYSTEM TECHNOLO	9319	CONTROL SERVICE, CONTROL	07/08/2019	525.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9320	CONTROL SERVICE, CONTROL	07/08/2019	11,085.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9324	CONTROL SERVICE @ SNOW K	07/15/2019	625.00	.00	
Total 4887:					12,235.00	.00	
6369	CRYSTAL CREEK CAPIAL	072419	RETURN BOND 680 S CACHE	07/24/2019	1,000.00	1,000.00	07/24/2019
Total 6369:					1,000.00	1,000.00	
611	CUMMINS ROCKY MOUNTAIN L	59-4876	PIPE AIR TRANSFER, V BAND C	07/15/2019	181.20	.00	
Total 611:					181.20	.00	
6378	DEAL, JEFF	071919	REIMBURSE	07/19/2019	236.42	.00	
Total 6378:					236.42	.00	
65	DELCON INC	19813	PROJ: WO1466- WELL #5- COO	06/30/2019	105.00	.00	
Total 65:					105.00	.00	
148	DELL	10329843340	ADOBE CLOUD	07/25/2019	2,790.57	.00	
Total 148:					2,790.57	.00	
708	DELTA DENTAL PLAN OF WYO	071619	AUGUST PREMIUM	07/16/2019	592.80	592.80	07/31/2019
Total 708:					592.80	592.80	
3408	E.R. OFFICE EXPRESS	13130	PAPER CLIPS AND HIGHLIGHT	07/05/2019	17.81	.00	
3408	E.R. OFFICE EXPRESS	13131	PAPER	07/05/2019	319.96	.00	
3408	E.R. OFFICE EXPRESS	13216	STAPLER AND POST ITS	07/16/2019	30.35	.00	
3408	E.R. OFFICE EXPRESS	13217	CD AND ENVELOPES	07/16/2019	103.00	.00	
3408	E.R. OFFICE EXPRESS	13239	PAPER	07/18/2019	100.18	.00	
3408	E.R. OFFICE EXPRESS	13241	ENVELOPES	07/18/2019	84.16	.00	
3408	E.R. OFFICE EXPRESS	13242	MISC OFFICE SUPPLIES	07/18/2019	121.77	.00	
3408	E.R. OFFICE EXPRESS	13270	PAPER, SHARPIE MARKERS, FI	07/22/2019	140.53	.00	
3408	E.R. OFFICE EXPRESS	13274	SHIPPING TAGS	07/22/2019	178.52	.00	
3408	E.R. OFFICE EXPRESS	13277	CALENDAR	07/22/2019	11.23	.00	
3408	E.R. OFFICE EXPRESS	13305	FOLDER FRAMES	07/29/2019	22.27	.00	
3408	E.R. OFFICE EXPRESS	13305	FOLDER FRAMES	07/29/2019	22.27	.00	
Total 3408:					1,152.05	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4694768.002	FGT-IN	07/09/2019	10.00	.00	
Total 502:					10.00	.00	
6451	ELITE PARTS	S16031	HOSE SEWER JETTER LEADER	07/08/2019	182.11	.00	
Total 6451:					182.11	.00	
721	EMERG + A + CARE	943231615	DOT P.E. & OFFICE VISTI- T.PE	06/11/2019	180.00	.00	
Total 721:					180.00	.00	
1134	ENERGY LABORATORIES INC.	242472	INFLUENT, EFFLUENT	06/24/2019	114.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1134	ENERGY LABORATORIES INC.	244068	INFLUENT, EFFLUENT	07/01/2019	112.00	.00	
1134	ENERGY LABORATORIES INC.	244585	INFLUENT, EFFLUENT	07/02/2019	114.00	.00	
1134	ENERGY LABORATORIES INC.	245302	DRINKING WATER TESTING @	07/08/2019	460.00	.00	
1134	ENERGY LABORATORIES INC.	246383	INFLUENT, EFFLUENT	07/10/2019	114.00	.00	
1134	ENERGY LABORATORIES INC.	248215	INFLUENT, CELL 1, 3A, 3B2, 4D,	07/17/2019	302.00	.00	
1134	ENERGY LABORATORIES INC.	251384	IOC, SOC, VOC & NITRATE @ W	07/31/2019	1,652.00	.00	
1134	ENERGY LABORATORIES INC.	251390	IOC, SOC, VOC & NITRATE @ W	07/31/2019	1,652.00	.00	
Total 1134:					4,520.00	.00	
81	EVANS CONSTRUCTION INC	19-15 #2	PROJ: 2019 SPRING STREET P	05/24/2019	18,532.94	.00	
81	EVANS CONSTRUCTION INC	196940	PROJ: LIBRARY ON SNOW KIN	07/03/2019	1,023.00	.00	
81	EVANS CONSTRUCTION INC	197127	TICKET #: 70181651- CONCRET	07/10/2019	620.50	.00	
81	EVANS CONSTRUCTION INC	197701	TICKET #: 140178083- ROAD BA	07/25/2019	410.75	.00	
81	EVANS CONSTRUCTION INC	197748	TICKET #: 140178178- ROAD BA	07/26/2019	201.27	.00	
81	EVANS CONSTRUCTION INC	197791	TICKET #: 70181787- CONCRET	07/26/2019	945.00	.00	
Total 81:					21,733.46	.00	
3195	FERGUSON ENTERPRISES, IN	7353010	BLAC CONTRACTOR BAGS, PV	07/09/2019	64.95	.00	
3195	FERGUSON ENTERPRISES, IN	T353010	RAVEN NITR DISPBL GLV	07/10/2019	38.14	.00	
Total 3195:					103.09	.00	
4294	FIRE SERVICES OF IDAHO	071903KM	ANNUAL ALARM MONITORING	07/01/2019	360.00	.00	
4294	FIRE SERVICES OF IDAHO	071906KM	ANNUAL ALARM MONITORING	07/01/2019	360.00	.00	
4294	FIRE SERVICES OF IDAHO	49262P	ANNUAL WT SYSTEM INSPECTI	07/11/2019	775.00	.00	
4294	FIRE SERVICES OF IDAHO	49264P	ANNUAL WET SYSTEM INSPEC	07/11/2019	325.00	.00	
4294	FIRE SERVICES OF IDAHO	49266P	ANNUAL WEST SYSTEM INSP,	07/11/2019	675.00	.00	
4294	FIRE SERVICES OF IDAHO	49267P	ANNUAL WET SYSTEM INSP, A	07/11/2019	275.00	.00	
4294	FIRE SERVICES OF IDAHO	49268P	ANNUAL WET SYSTEM INSPEC	07/11/2019	375.00	.00	
4294	FIRE SERVICES OF IDAHO	49269P	ANNUAL WT SYSTEM INSPECTI	07/09/2019	275.00	.00	
Total 4294:					3,420.00	.00	
4169	FIRST RESPONDERS	137810	FIRST AID CABINET SUPPLIES	07/17/2019	158.44	.00	
Total 4169:					158.44	.00	
4709	FLEETPRIDE	29663508	PURAGUARD QC CARTRIDGE	06/19/2019	508.15	.00	
Total 4709:					508.15	.00	
6485	FLORES, ARACELI	072919	BUSINESS LICENSE REFUND	07/29/2019	93.00	.00	
Total 6485:					93.00	.00	
4194	FREEDOM SERVICES	612	PROJ: REPAIR FENCE- RODEO	07/08/2019	185.00	.00	
Total 4194:					185.00	.00	
5874	GABLE, MICHAEL	072919	REIMBURSE DOT	07/29/2019	80.00	.00	
Total 5874:					80.00	.00	
1022	GALLS INC.	013062815	UNIFORM SHIRTS	06/26/2018	294.03	.00	
1022	GALLS INC.	013108935	POLO SHIRTS	07/02/2019	82.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1022:					376.70	.00	
5446	GE JOHNSON CONSTRUCTION	072419	RETURN BOND B18-0548 680 S	07/24/2019	35,000.00	35,000.00	07/24/2019
5446	GE JOHNSON CONSTRUCTION	072419A	RETURN BOND 680 S CACHE B	07/24/2019	750.00	750.00	07/24/2019
Total 5446:					35,750.00	35,750.00	
6464	GEITTMANN LARSON SWIFT LL	7799	EPSTEIN EASEMENT JUNE SE	07/12/2019	11,428.54	.00	
Total 6464:					11,428.54	.00	
4212	GILLIG LLC	40592709	MAGNET KIT	06/20/2019	190.40	.00	
4212	GILLIG LLC	40593702	CONDENSOR MOTOR ASM, FA	06/24/2019	3,350.60	.00	
4212	GILLIG LLC	40594345	WHITE SIKAFLEX SEALANT	06/25/2019	440.40	.00	
4212	GILLIG LLC	40594857	OIL COOLED ALTERNATOR BE	06/26/2019	1,449.13	.00	
4212	GILLIG LLC	40595339	RH RR RAKE CAMSHAFT, LH R	06/27/2019	224.28	.00	
4212	GILLIG LLC	40595340	ASM HOSE, LOOM CLAMP	06/27/2019	263.80	.00	
4212	GILLIG LLC	40596781	HYD FAN & STEERING HANDLE	07/02/2019	1,351.98	.00	
4212	GILLIG LLC	40598844	ABS SENSOR ASM	07/10/2019	153.04	.00	
4212	GILLIG LLC	40599322	HYD TANDEM PUMP, HYD PUM	07/11/2019	1,021.25	.00	
4212	GILLIG LLC	40600674	MANUAL CAULKING GUN	07/16/2019	70.88	.00	
4212	GILLIG LLC	40600675	STARTER CABLE	07/16/2019	289.44	.00	
4212	GILLIG LLC	40600676	HYD FAN & STEERING HANDLE	07/16/2019	1,567.94	.00	
Total 4212:					10,373.14	.00	
6481	GOLDSTREET DESIGN AGENC	1898	CREATIVE: PHARMACEUTICAL	06/28/2019	1,450.00	.00	
Total 6481:					1,450.00	.00	
5734	GREENWAY PAINTING LLC	1092	EXTERIOR FINISHES @ WELLS	07/30/2019	2,270.00	.00	
Total 5734:					2,270.00	.00	
473	GREENWOOD MAPPING INC.	070119	JUNE GIS MAPPING	07/01/2019	225.00	.00	
473	GREENWOOD MAPPING INC.	070119	JUNE GIS MAPPING	07/01/2019	225.00	.00	
Total 473:					450.00	.00	
6450	GREG ELLNER ASSOCIATES, L	GEA19-1239	CUSTOM ENGINEERED 15' ULT	07/25/2019	1,447.56	.00	
Total 6450:					1,447.56	.00	
4705	GYM OUTFITTERS INC	WO-4455	REPAIR LEMOND SPINBIKE	06/30/2019	266.52	.00	
Total 4705:					266.52	.00	
6486	HANOVER DIRECT, INC	071519	BUSINESS LICENSES REFUND	07/15/2019	63.00	.00	
Total 6486:					63.00	.00	
4988	HD FOWLER COMPANY	I5208896	RESILIENT WEDGE GATE VALV	07/11/2019	2,999.38	.00	
Total 4988:					2,999.38	.00	
96	HIGH COUNTRY LINEN	0121536	BUILDING MAINTS @ PW- MAT	03/28/2019	75.25	.00	
96	HIGH COUNTRY LINEN	0121536	UNIFORMS: WWTP	03/28/2019	24.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0121536	UNIFORMS: ADMIN	03/28/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0121536	UNIFORMS: FLEET	03/28/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0121536	UNIFORMS: STREET	03/28/2019	60.63	.00	
96	HIGH COUNTRY LINEN	0121536	UNIFORMS: WATER	03/28/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0121536	UNIFORMS: SEWER	03/28/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0124490	BUILDING MAINTS @ PW- TOW	04/18/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0124490	UNIFORMS: ADMIN	04/18/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0124490	UNIFORMS: SEWER	04/18/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0124490	UNIFORMS: WWTP	04/18/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0124490	UNIFORMS: FLEET	04/18/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0124490	UNIFORMS: STREET	04/18/2019	60.63	.00	
96	HIGH COUNTRY LINEN	0124490	UNIFORMS: WATER	04/18/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0140470	BUILDING MAINTS @ TOJ HOM	07/15/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0140697	MATS @ TOWN HALL	07/16/2019	215.50	.00	
96	HIGH COUNTRY LINEN	0140931	MATS @ SHELTER	07/17/2019	61.93	.00	
96	HIGH COUNTRY LINEN	0140936	BUILDING MAINTS @ WWTP: R	07/17/2019	86.57	.00	
96	HIGH COUNTRY LINEN	0141044	MATS @ START	07/17/2019	241.80	.00	
96	HIGH COUNTRY LINEN	0141962	BUILDING MAINTS @ TOJ HOM	07/22/2019	7.50	.00	
96	HIGH COUNTRY LINEN	0143501	BUILDING MAINTS @ TOJ HOM	07/29/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0143748	MATS @ TOWN HALL	07/30/2019	215.50	.00	
96	HIGH COUNTRY LINEN	C0140162	CREDIT	07/12/2019	17.00-	.00	
96	HIGH COUNTRY LINEN	S0127713	TABLE CLOTHES AND NAPKINS	05/09/2019	154.05	.00	
96	HIGH COUNTRY LINEN	S0137861	BUILDING MAINTS @ TOJ REST	07/02/2019	482.50	.00	
96	HIGH COUNTRY LINEN	S0139862	BUILDING MAINTS @ TC REC D	07/11/2019	432.75	.00	
96	HIGH COUNTRY LINEN	S0140160	MOP	07/12/2019	44.09	.00	
96	HIGH COUNTRY LINEN	S0140161	MOP	07/12/2019	11.76	.00	
96	HIGH COUNTRY LINEN	S0140199	BUILDING MAINTS @ TOJ REST	07/12/2019	530.00	.00	
96	HIGH COUNTRY LINEN	S0141343	BUILDING MAINTS @ TOJ REST	07/18/2019	288.75	.00	
Total 96:					3,241.07	.00	
6482	HOKANSON, DONNY	071819	REIMBURSTMENT FOR SAFET	07/18/2019	100.00	.00	
Total 6482:					100.00	.00	
6478	HORN, ROBERT	072419	BAIL REFUND CASE 19-02-0026	07/24/2019	2,000.00	2,000.00	07/24/2019
Total 6478:					2,000.00	2,000.00	
503	HUNT CONSTRUCTION INC	8761	DUSTGARD & APPLICATION @	07/22/2019	747.00	.00	
Total 503:					747.00	.00	
4044	IDAHO FALLS PETERBILT	512298	DPF, HEAVY DUTY ELE	07/01/2019	3,600.00	.00	
Total 4044:					3,600.00	.00	
36	IDAHO STATE TAX COMMISSIO	073119	JuLY WITHHOLDINGS	07/31/2019	2,799.00	2,799.00	07/31/2019
Total 36:					2,799.00	2,799.00	
6121	IDENTISYS, INC	449198	COLOR RIBBON	07/31/2019	585.54	.00	
Total 6121:					585.54	.00	
3407	INTERMOUNTAIN SWEEPER C	109103	COOLANT TANK, FRT	07/03/2019	302.25	.00	
3407	INTERMOUNTAIN SWEEPER C	109147	SPACER BLOCK, BOLTS, FRT	07/10/2019	439.22	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3407:					741.47	.00	
6484	INTERNATIONAL INSTITUTE OF	071219	APPLICATION FEE	07/12/2019	75.00	.00	
Total 6484:					75.00	.00	
106	INTERSTATE BATTERY	22243604	(1) MTP-48/H6	04/22/2019	121.95	.00	
106	INTERSTATE BATTERY	22244264	(1) SRM-24	07/08/2019	118.05-	.00	
106	INTERSTATE BATTERY	22244337	(2) 8D-MHD, (1) MTP-48/H6	07/15/2019	550.85	.00	
106	INTERSTATE BATTERY	22244412	(1) MT-78, (1) MTP-65HD, (1) MT	07/22/2019	371.85	.00	
106	INTERSTATE BATTERY	50006704	(1) 31P-MHD, (1) CYTX14AH-BS,	07/01/2019	607.70	.00	
Total 106:					1,534.30	.00	
5244	ISC, INC	SIN029149	VT CLOUD MIRRORING	03/23/2019	5,616.00	.00	
5244	ISC, INC	SIN030148	VT CLOUD JUNE	06/27/2019	6,669.50	.00	
Total 5244:					12,285.50	.00	
1081	JACK'S TIRE & OIL	734108-37	12R22.5/16 MICHELIN XDN2	07/16/2019	2,405.08	.00	
Total 1081:					2,405.08	.00	
2	JACKSON CURBSIDE INC.	00026946	RECYCLING COLLECTION @ D	07/10/2019	1,335.00	.00	
Total 2:					1,335.00	.00	
6477	Jackson Hole Childrens Museum	072419	Return Deposit for 174 North King	07/24/2019	5,000.00	5,000.00	07/24/2019
Total 6477:					5,000.00	5,000.00	
6474	JACKSON HOLE LAW, PC	07012019	June legal services	07/01/2019	1,503.50	1,503.50	07/11/2019
6474	JACKSON HOLE LAW, PC	1098	LEGAL SERVICES	07/31/2019	1,513.95	.00	
Total 6474:					3,017.45	1,503.50	
131	JACKSON HOLE NEWS & GUID	297979	AD#364911	06/29/2019	1,369.00	.00	
131	JACKSON HOLE NEWS & GUID	298737	AD#366903	07/10/2019	33.40	.00	
131	JACKSON HOLE NEWS & GUID	298738	AD#366904	07/10/2018	33.40	.00	
131	JACKSON HOLE NEWS & GUID	298739	AD#366905	07/10/2019	33.40	.00	
131	JACKSON HOLE NEWS & GUID	298806	AD#367135	07/17/2019	198.00	.00	
131	JACKSON HOLE NEWS & GUID	298916	AD#367219- RFP: WASTEWATE	07/17/2019	166.44	.00	
131	JACKSON HOLE NEWS & GUID	298917	AD#366297	07/17/2019	264.18	.00	
131	JACKSON HOLE NEWS & GUID	299076	AD#367461	07/24/2019	198.00	.00	
131	JACKSON HOLE NEWS & GUID	299200	AD#367152	07/24/2019	868.40	.00	
131	JACKSON HOLE NEWS & GUID	299201	AD#367578	07/24/2019	1,018.70	.00	
131	JACKSON HOLE NEWS & GUID	299202	AD#367577	07/24/2019	171.18	.00	
131	JACKSON HOLE NEWS & GUID	299203	AD#367151- RFP: WWTP STOR	07/24/2019	158.66	.00	
131	JACKSON HOLE NEWS & GUID	299283	AD#367579	07/24/2019	29.23	.00	
131	JACKSON HOLE NEWS & GUID	299348	AD#366275	07/31/2019	1,088.92	.00	
131	JACKSON HOLE NEWS & GUID	299636	AD#367463	07/31/2019	356.40	.00	
Total 131:					5,987.31	.00	
114	JACKSON LUMBER INC	00473666-001	SELECT STRUCTURAL KD FIR	07/29/2019	41.15	.00	
114	JACKSON LUMBER INC	00474497-001	SELECT DTRUCTURAL KD FIR	07/31/2019	34.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 114:					75.44	.00	
5155	JELLY DONUT, LLC	120010	WINDSHIELD CHIP REPAIRS	07/14/2019	360.00	.00	
Total 5155:					360.00	.00	
2647	JHAM, INC.	JPD 32519	SARARILAND HARDWIRE	07/15/2019	5,795.56	.00	
Total 2647:					5,795.56	.00	
139	JORGENSEN ASSOCIATES, PC	40387	PROJ 06013 START MAINTENA	01/05/2018	1,529.35	.00	
139	JORGENSEN ASSOCIATES, PC	42898	PROJ: 18063- TOJ/CACHE CRE	07/12/2019	11,168.75	.00	
Total 139:					12,698.10	.00	
6476	JUDGE, ANDREW	063019	REPLACE RETURNED PAYROL	06/30/2019	807.51	807.51	07/12/2019
Total 6476:					807.51	807.51	
5473	KELLERSTRASS ENTERPRISES	1073495	DEF/BULK	06/25/2019	360.25	.00	
5473	KELLERSTRASS ENTERPRISES	D10622	MIDGRADE 87 E-10	07/05/2019	21,382.13	.00	
Total 5473:					21,742.38	.00	
2485	KENWORTH SALES COMPANY	IDFCM138883	KIT-AD9 CART	07/08/2019	156.36-	.00	
2485	KENWORTH SALES COMPANY	IDFIN3415245	NUT-AXLE, TEFLON O-SEAL, S	07/08/2019	397.84	.00	
2485	KENWORTH SALES COMPANY	IDFIN3415245-	SEAL-OIL BATH NATIONAL	07/09/2019	167.04	.00	
Total 2485:					408.52	.00	
3332	KILMER'S BG DISTRIBUTING	17291	DFC+ HP	07/25/2019	7,300.00	.00	
Total 3332:					7,300.00	.00	
671	LINCOLN NATIONAL LIFE	107747 0819	AUGUST PREMIUM 107747	07/25/2019	5,601.17	5,601.17	07/31/2019
671	LINCOLN NATIONAL LIFE	3923575197	AUGUST PREMIUM 107391	07/20/2019	1,143.89	1,143.89	07/31/2019
Total 671:					6,745.06	6,745.06	
6487	LOGANSIMPSON	24733	195282 JACKSON GROWTH MA	07/25/2019	6,145.20	.00	
Total 6487:					6,145.20	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE009942	MATERIAL & LABOR @ TOWN H	07/11/2019	579.22	.00	
Total 4380:					579.22	.00	
6488	MASSEY, DANIEL	071219	REFUND WATER & SEWER	07/12/2019	42.12	.00	
Total 6488:					42.12	.00	
6288	MEEKS BROTHERS FENCING, L	345376	WIRE FENCING/FIELD FENCE	07/12/2019	20,000.00	.00	
Total 6288:					20,000.00	.00	
4776	MOUNTAIN STATES LIGHTING	9560	FIXTURE ADAPTOR	06/29/2019	1,575.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4776:					1,575.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3104866001	DOT UNION, MALE CON, BUSHI	06/27/2019	231.55	.00	
Total 4623:					231.55	.00	
257	NAPA AUTO PARTS INC.	846834	BATTERY BOX	05/06/2019	15.59	.00	
257	NAPA AUTO PARTS INC.	856109	CIR BRKR	06/19/2019	43.42	.00	
257	NAPA AUTO PARTS INC.	857268	NAPAGOLD AIR FILTER	06/24/2019	13.78	.00	
257	NAPA AUTO PARTS INC.	857680	RELAY	06/26/2019	29.80	.00	
257	NAPA AUTO PARTS INC.	857962	GLOSSBLK, FLAT BLK	06/27/2019	17.36	.00	
257	NAPA AUTO PARTS INC.	857976	AUTOMOTIVE GOOP	06/27/2019	6.30	.00	
257	NAPA AUTO PARTS INC.	858057	D EARTH	06/27/2019	29.07	.00	
257	NAPA AUTO PARTS INC.	858255	2GAL CRB KEROSENE CAN	06/28/2019	20.99	.00	
257	NAPA AUTO PARTS INC.	858647	D EARTH	07/01/2019	58.14	.00	
257	NAPA AUTO PARTS INC.	859094	MNAPAGOLD OIL FILTER, FUEL	07/02/2019	509.76	.00	
257	NAPA AUTO PARTS INC.	859293	ROUND MIRROR	07/05/2019	15.13	.00	
257	NAPA AUTO PARTS INC.	859558	UCB-15 CIRBRKR, UCB-10 CIRB	07/05/2019	25.20	.00	
257	NAPA AUTO PARTS INC.	859929	NAPAGOLD AIR FILTER	07/08/2019	84.78	.00	
257	NAPA AUTO PARTS INC.	860048	REGULATR	07/08/2019	48.99	.00	
257	NAPA AUTO PARTS INC.	860583	LAMP	07/10/2019	103.90	.00	
257	NAPA AUTO PARTS INC.	860623	ADAPTER, COUPLER	07/10/2019	8.14	.00	
257	NAPA AUTO PARTS INC.	860873	CIR/BRKR	07/11/2019	64.56	.00	
257	NAPA AUTO PARTS INC.	861194	BIT SKT	07/12/2019	11.98	.00	
257	NAPA AUTO PARTS INC.	861553	MICRO2 FUSE	07/15/2019	10.00	.00	
257	NAPA AUTO PARTS INC.	863479	LIFT SUPPORT UNIV	07/23/2019	22.99	.00	
257	NAPA AUTO PARTS INC.	863811	KNIT NITRL GLOVES	07/24/2019	11.72	.00	
257	NAPA AUTO PARTS INC.	864328	JACK	07/26/2019	106.35	.00	
257	NAPA AUTO PARTS INC.	864479	CST BLK MTL RCSSD LPF, SM	07/26/2019	10.27	.00	
Total 257:					1,268.22	.00	
187	NELSON ENGINEERING	50048	PROJ: 14-175-03 WEST BROAD	07/24/2019	240.00	.00	
187	NELSON ENGINEERING	50051	PROJ: 18-305-02 020- JACKSON	07/24/2019	660.00	.00	
187	NELSON ENGINEERING	50165	PROJ: 17-142-04- ASPEN HILL C	07/26/2019	4,862.00	.00	
Total 187:					5,762.00	.00	
6406	NORTHWORKS	FEB 2019	TOWN OF JACKSON - VOIDED	04/10/2019	2,186.25	.00	
6406	NORTHWORKS	JAN 2019	TOWN OF JACKSON RESTROO	03/27/2019	3,055.00	.00	
Total 6406:					5,241.25	.00	
6440	OPS STRATEGIES	19020	PRO 19-12 PW GIS	05/03/2019	315.00	.00	
Total 6440:					315.00	.00	
5026	PELLETIER, CARL	073019	REIMBURSE FOR BROKEN WIN	07/30/2019	228.95	.00	
Total 5026:					228.95	.00	
5707	PERFORM PRINTING INC	P 1073	BUSINESS CARDS ANGIE UHL	07/23/2019	63.85	.00	
Total 5707:					63.85	.00	
6479	PHILLIPS CONSTRUCTION	072919	RELEASE BONS B19-0447 1675	07/29/2019	4,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6479:					4,000.00	.00	
262	PRAZMA PAINT & AUTO BODY	18008	MIRROR WORK	07/10/2019	112.00	.00	
Total 262:					112.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775100202	PUMP DOSER	07/15/2019	1,113.42	.00	
Total 6483:					1,113.42	.00	
4376	PROVANTAGE CORPORATION	8408533	BATTERY	07/25/2019	171.42	.00	
Total 4376:					171.42	.00	
1839	RAFTER J IMPROV/SERV DIST	4562 0719	QUARTERLY BILLING	07/01/2019	146.43	.00	
Total 1839:					146.43	.00	
552	RENDEZVOUS ENGINEERING,	21134	JOB #: 17-010- TASK 8 SURVEY/	06/30/2019	969.25	.00	
552	RENDEZVOUS ENGINEERING,	21135	JOB #: 17-010- TASK 8 SURVEY/	06/30/2019	942.50	.00	
Total 552:					1,911.75	.00	
4198	RESPOND FIRST AID SYSTEMS	137803	FIRST AID KIT SUPPLIES	07/16/2019	138.06	.00	
4198	RESPOND FIRST AID SYSTEMS	137806	FIRST AID KIT SUPPLIES	07/16/2019	42.48	.00	
Total 4198:					180.54	.00	
5810	RICH BROADCASTING (SV/JX)	19060216	RADIO ADS	06/30/2019	252.00	.00	
5810	RICH BROADCASTING (SV/JX)	19060217	RADIO ADS	06/30/2019	252.00	.00	
5810	RICH BROADCASTING (SV/JX)	19060218	RADIO ADS	06/30/2019	168.00	.00	
Total 5810:					672.00	.00	
4869	RIDGELINE EXCAVATION INC	072419	RETURN BOND 680 S CACHE B	07/24/2019	2,000.00	2,000.00	07/24/2019
Total 4869:					2,000.00	2,000.00	
5672	RINK-TEC INTERNATIONAL, IN	3941	VALVE 5/32 SOL	06/26/2019	423.30	.00	
Total 5672:					423.30	.00	
4125	ROSS CONCRETE CONST LLC	062419	PROJ: SPRUCE DRIVE- RETAIN	06/24/2019	405.00	.00	
4125	ROSS CONCRETE CONST LLC	070119	PROJ: LIBRARY- NEW SIDEWAL	07/01/2019	2,250.00	.00	
4125	ROSS CONCRETE CONST LLC	071019	PROJ: GLENWOOD STREET- N	07/10/2019	810.00	.00	
4125	ROSS CONCRETE CONST LLC	071519	PROJ: BROADWAY- BREAKING	07/15/2019	1,485.00	.00	
Total 4125:					4,950.00	.00	
861	ROTARY CLUB OF JACKSON H	518 0719	QUARTERLY DUES LARRY PAR	07/01/2019	320.00	.00	
Total 861:					320.00	.00	
3694	RUSH INTERNATIONAL TRUCK	3013929238	KIT WATRE PUMP	02/20/2019	265.00	.00	
3694	RUSH INTERNATIONAL TRUCK	3014576423	KT SHOE KIT BRAKE SHOE LIN	04/11/2019	467.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3694:					732.64	.00	
13	SAFETY SUPPLY & SIGN CO., I	169192	REG SLOW 5 @ START	06/24/2019	160.22	.00	
Total 13:					160.22	.00	
4831	SCHAEFFER MFG. CO	PXG3167-INV1	SUPREME 9000 FULL SYNTHET	06/27/2019	1,264.45	.00	
Total 4831:					1,264.45	.00	
4691	SCHOW'S TRUCK CENTER	C005043014:0	DRUM, REMAN SHOE KIT, CST	06/04/2019	4,732.88	.00	
4691	SCHOW'S TRUCK CENTER	C005043165:0	KIT REMAIN BRAKE SHOW	06/19/2019	497.26	.00	
4691	SCHOW'S TRUCK CENTER	C005043307:0	16.5X6 ROC Q+	07/10/2019	495.36	.00	
Total 4691:					5,725.50	.00	
4359	SHERWIN-WILLIAMS CO.	8944-9	PAINT	07/01/2019	118.96	.00	
4359	SHERWIN-WILLIAMS CO.	8996-9	EXTENSION TIP 30", LAC THINN	07/02/2019	283.19	.00	
4359	SHERWIN-WILLIAMS CO.	9490-2	PAINT	07/12/2019	701.70	.00	
4359	SHERWIN-WILLIAMS CO.	9521-4	STFS CR ZM RD (5 GAL)	07/12/2019	259.20	.00	
4359	SHERWIN-WILLIAMS CO.	9757-3	PAINT	07/16/2019	233.90	.00	
Total 4359:					1,596.95	.00	
4699	SNAKE RIVER ROASTING	609945	COFFEE	07/11/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	610060	COFFEE	07/14/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	610107	COFFEE @ PW MAIN SHOP	07/18/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	610111	COFFEE	07/18/2019	101.75	.00	
4699	SNAKE RIVER ROASTING	610302	COFFEE- MAIN PW SHOP	07/24/2019	48.45	.00	
Total 4699:					295.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	624964381	FITNESS	06/11/2019	79.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	624966284	K9 EXAM	07/12/2019	215.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	624966836	SPAY	07/22/2018	150.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624967121	SHOTS	07/25/2019	123.97	.00	
Total 1505:					569.93	.00	
3989	STINKY PRINTS, INC	060719	24X36 REPRODUCTION	06/07/2019	317.52	.00	
3989	STINKY PRINTS, INC	072619	24X36 REPRODUCTION	07/26/2019	114.10	.00	
Total 3989:					431.62	.00	
1054	SUNRISE ENVIRONMENTAL	99536	ENHANCE, ASSAULT	07/09/2019	498.42	.00	
Total 1054:					498.42	.00	
4933	SYMBOLARTS, LLC	0335195-IN	BADGES	07/23/2019	82.25	.00	
4933	SYMBOLARTS, LLC	0335195-IN	BADGES	07/23/2019	82.25	.00	
Total 4933:					164.50	.00	
1443	TETON COUNTY CLERK	072919	REVERSE DOUBLE POST	07/29/2019	21,527.00-	.00	
1443	TETON COUNTY CLERK	072919	AUGUST HOUSING	07/29/2019	21,527.00	.00	
1443	TETON COUNTY CLERK	072919	AUGUST HOUSING	07/29/2019	21,527.00	.00	
1443	TETON COUNTY CLERK	080119	AUGUST 2019 PARK AND REC	08/01/2019	33,206.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1443	TETON COUNTY CLERK	080119	AUGUST 2019 PARK AND REC	08/01/2019	99,862.33	.00	
Total 1443:					154,595.50	.00	
996	TETON COUNTY SPECIAL FIRE	072919	AUGUST FIRE EMS	07/29/2019	128,274.00	.00	
996	TETON COUNTY SPECIAL FIRE	073019	JULY FIRE	07/30/2019	25,582.45	.00	
Total 996:					153,856.45	.00	
1355	TETON COUNTY TRANSFER ST	422955	YARD WASTE	07/23/2019	70.00	.00	
1355	TETON COUNTY TRANSFER ST	423363	YARD WASTE	07/25/2019	72.00	.00	
1355	TETON COUNTY TRANSFER ST	423557	DIM/LUMBER	07/26/2019	120.00	.00	
Total 1355:					262.00	.00	
1614	TETON COUNTY-FUND 10	072919	JULY 2019 KRISTI MALONE	07/29/2019	3,635.78	.00	
1614	TETON COUNTY-FUND 10	073019	JULY DISPATCH	07/30/2019	18,777.79	.00	
1614	TETON COUNTY-FUND 10	073119	JULY PATHWAYS	07/31/2019	8,974.39	.00	
Total 1614:					31,387.96	.00	
3027	TETON COUNTY-FUND 13	073019	JULY 2019 CAPITAL	07/30/2019	1,070.49	.00	
Total 3027:					1,070.49	.00	
166	TETON COUNTY-FUND 19	073119	JULY 2019 CAPITAL	07/31/2019	169,411.62	.00	
Total 166:					169,411.62	.00	
268	TETON MOTORS INC	5091165	SHAFT	07/10/2019	370.55	.00	
Total 268:					370.55	.00	
5846	TETON TOOLS LLC	07021918417	GREASE GUN DB, LONG BARR	08/02/2019	444.95	.00	
5846	TETON TOOLS LLC	07021918419	BUTANE GAS TORCH BASE MO	07/02/2019	71.75	.00	
5846	TETON TOOLS LLC	07091918523	WIRE STRIPPER	07/09/2019	71.75	.00	
5846	TETON TOOLS LLC	07161918643	SEM SKTSET, FLX RAT GRN	07/16/2019	251.00	.00	
5846	TETON TOOLS LLC	07231918792	LG MARINE PLG SD W/WE SLO	07/23/2019	98.25	.00	
5846	TETON TOOLS LLC	07231918796	WORKSHARP KNF & TOOLS SH	07/23/2019	116.00	.00	
5846	TETON TOOLS LLC	07231918797	TORQ WE 3/8 MECH	07/23/2019	179.95	.00	
Total 5846:					1,233.65	.00	
3237	THE AFTERMARKET PARTS CO	81779203	BLOWER ASM-MOTOR	07/10/2019	426.82	.00	
Total 3237:					426.82	.00	
3955	THOMSON WEST	840523175	INFORMATION CHARGES	07/01/2019	398.40	.00	
3955	THOMSON WEST	840523175	INFORMATION CHARGES	07/01/2019	796.81	.00	
3955	THOMSON WEST	840608586	LIBRARY PLAN CHANGES	07/04/2019	45.00	.00	
Total 3955:					1,240.21	.00	
4046	TIMBERLINE CONCRETE	4300	PROJECT: SNOW KING CEMET	07/16/2019	728.00	.00	
Total 4046:					728.00	.00	
5067	TITAN MACHINERY	12589241	MAIN BROOM SHAFT HUB, FRT	06/20/2019	236.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5067:					236.09	.00	
5058	UHL, ANTHONY	071819	REIMBURSE TUITION	07/18/2019	829.13	.00	
Total 5058:					829.13	.00	
777	UPPER CASE PRINTING INK	14585	POLICE FLYTER	06/25/2019	161.23	.00	
Total 777:					161.23	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	06/29/2019	10.61	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	07/13/2019	31.50	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	07/06/2019	28.51	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	07/20/2019	10.78	.00	
Total 3527:					81.40	.00	
706	USA BLUE BOOK	I39935	SUSPENDED AVOCADO FLOAT	07/10/2019	706.00	.00	
Total 706:					706.00	.00	
1949	VERIZON WIRELESS	9833238602	MONTHLY SERVICES JUNE	07/01/2019	8,177.68	.00	
Total 1949:					8,177.68	.00	
3420	VISA	062319 0619	CREDIT CARD #8813	06/23/2019	2,227.61-	2,227.61-	07/18/2019
3420	VISA	062319 0619	CREDIT CARDS	06/23/2019	31,771.25	31,771.25	07/18/2019
Total 3420:					29,543.64	29,543.64	
5022	VISION SERVICE PLAN - (WY)	807193271	AUGUST PREMIUM	07/17/2019	1,784.20	1,784.20	07/31/2019
Total 5022:					1,784.20	1,784.20	
1358	WAMCAT	070119	MEMBERSHIP DUES SANDY BI	07/01/2019	65.00	.00	
Total 1358:					65.00	.00	
4320	WARNER TRUCK CENTER	X101287983:0	MANIFOLD FUEL	06/03/2019	373.58	.00	
4320	WARNER TRUCK CENTER	X101294579:0	THERMOSTATE, SENSOR PRE	06/24/2019	382.49	.00	
4320	WARNER TRUCK CENTER	X101295081:0	FLUID LEVEL SWITCH	06/25/2019	89.24	.00	
4320	WARNER TRUCK CENTER	X101295081:0	FLUID LEVEL SWITCH	06/26/2019	89.24	.00	
4320	WARNER TRUCK CENTER	X101296006:0	CYL AIR COMPRESSOR, HYD G	06/28/2019	11.07	.00	
4320	WARNER TRUCK CENTER	X101296006:0	CYL AIR COMPRSSOR	07/01/2019	1,407.59	.00	
4320	WARNER TRUCK CENTER	X101296639:0	COOLANT LEVER SWITCH	07/01/2019	188.66	.00	
4320	WARNER TRUCK CENTER	X101296658:0	DRAIN PAN	07/01/2019	49.90	.00	
4320	WARNER TRUCK CENTER	X101296993:0	KIT SEAL	07/02/2019	121.97	.00	
4320	WARNER TRUCK CENTER	X101296993:0	SEAL KIT	07/02/2019	121.97	.00	
4320	WARNER TRUCK CENTER	X101297018:0	REV MAX ETN DRIVE SEAL	07/02/2019	99.80	.00	
4320	WARNER TRUCK CENTER	X101297097:0	CREDIT: ALTERNATOR SUPPO	07/02/2019	264.87-	.00	
4320	WARNER TRUCK CENTER	X101297102:0	CREDIT: INJECTOR RETURN	07/02/2019	2,064.84-	.00	
4320	WARNER TRUCK CENTER	X101297103:0	CREDIT: RX SENSRO NITROGE	07/02/2019	107.07-	.00	
4320	WARNER TRUCK CENTER	X101297107:0	CREDIT: TURBOCHARGE KIT	07/02/2019	191.19-	.00	
4320	WARNER TRUCK CENTER	X101297109:0	EGR COOLER KIT	07/02/2019	38.24-	.00	
4320	WARNER TRUCK CENTER	X101297111:0	CREDIT:I TURBOCHARGE KIT	07/02/2019	955.94-	.00	
4320	WARNER TRUCK CENTER	X101297116:0	CREDIT: FUEL PUMP CAPS	07/02/2019	535.33-	.00	
4320	WARNER TRUCK CENTER	X101298486:0	TURBOCHARGE, O-RING SEAL,	07/08/2019	3,772.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4320	WARNER TRUCK CENTER	X101298927:0	SEAL KIT	07/09/2019	243.94	.00	
4320	WARNER TRUCK CENTER	X101299711:0	CYL AIR COMPRESSOR,	07/11/2019	1,421.27	.00	
4320	WARNER TRUCK CENTER	X101299869:0	MANIFOLD EXHUST, GASKET,	07/11/2019	292.43	.00	
4320	WARNER TRUCK CENTER	X101299869:0	EXHUAST MANIFOLD, HEX FLA	07/11/2019	385.35	.00	
4320	WARNER TRUCK CENTER	X101299869:0	EXHUAST MANIFOLD, TURBOC	07/12/2019	1.79	.00	
Total 4320:					4,894.81	.00	
6086	WATER WERKS, INC	2357	PROJ: PARKING GARAGE 6/19-	07/18/2019	186.07	.00	
6086	WATER WERKS, INC	2358	PROJ: HOME RANCH SERVICE	07/18/2019	95.00	.00	
6086	WATER WERKS, INC	2359	PROJ: HOME RANCH SERVICE	07/18/2019	95.00	.00	
Total 6086:					376.07	.00	
3662	WATKINS, MARK R	071819	MILEAGLE REIMBURSEMENT	07/18/2019	75.40	.00	
Total 3662:					75.40	.00	
6226	WEST COAST CODE CONSULT	UT19-579-006	JUNE PLAN REVIEWS	07/08/2019	1,045.00	.00	
Total 6226:					1,045.00	.00	
563	WESTBANK SANITATION	3160073	WWTP- TRASH SERVICE FOR J	07/01/2019	623.86	.00	
Total 563:					623.86	.00	
1640	WESTERN STATE	IN001018990	VALVE G	06/28/2019	3,533.67	.00	
1640	WESTERN STATE	IN001027002	GLASS	07/09/2019	186.30	.00	
1640	WESTERN STATE	IN001027899	PITBULL 2300 SCREEN PLANT,	07/10/2019	1,515.00	.00	
Total 1640:					5,234.97	.00	
6117	WILSON, JOHN	072519	RENT	07/25/2019	2,000.00	.00	
Total 6117:					2,000.00	.00	
3619	WY CHILD SUPPORT ENFORCE	07182019	case #230073 cORONA	07/18/2019	745.50	745.50	07/18/2019
3619	WY CHILD SUPPORT ENFORCE	07182019	case #209790 GALLEGHER	07/18/2019	146.76	146.76	07/18/2019
Total 3619:					892.26	892.26	
4139	WY WORKERS' SAFETY & COM	072419	JULY AMENDED REPORT	07/24/2019	133.79	133.79	07/31/2019
4139	WY WORKERS' SAFETY & COM	073119	AUGUST PREMIUM	07/31/2019	10,017.72	10,017.72	07/31/2019
Total 4139:					10,151.51	10,151.51	
79	WYOMING DEPARTMENT OF E	073119	2nd QTR SUTA	07/31/2019	5,889.90	5,889.90	07/31/2019
Total 79:					5,889.90	5,889.90	
329	WYOMING RETIREMENT SYST	177617	JULY CONTRIBUITONS	07/29/2019	30,224.97	30,224.97	07/31/2019
329	WYOMING RETIREMENT SYST	177618	JULY CONTRIBUITONS	07/29/2019	30,049.03	30,049.03	07/31/2019
329	WYOMING RETIREMENT SYST	177619	JULY CONTRIBUITONS	07/29/2019	41,833.76	41,833.76	07/31/2019
Total 329:					102,107.76	102,107.76	
2034	WYOMING TAXPAYERS ASSOC	00277	MEMBERSHIP FOR LARRY PAR	01/01/2019	195.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2034:					195.00	.00	
Grand Totals:					1,052,209.33	211,637.56	

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
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: AUGUST 5, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Teton Powwow

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at:

105 Buffalo Way, Albertsons during:
September 14, 2019 to September 22, 2019

305 W. Snow King Ave, Teton County Fairgrounds:
September 14, 2019 to September 22, 2019

520 W. Broadway Ave, Hoback and Staples:
September 14, 2019 to September 22, 2019

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

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located at three different locations, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs for Teton Powwow may be installed at:
   105 Buffalo Way, Albertsons during:
   September 14, 2019 to September 22, 2019

   305 W. Snow King Ave, Teton County Fairgrounds:
   September 14, 2019 to September 22, 2019

   520 W. Broadway Ave, Hoback and Staples:
   September 14, 2019 to September 22, 2019

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Central Wyoming College-Jackson subject to three (3) conditions of approval.

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

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

EVENT NAME:

Event Name: Teton Powwow

Physical Address of Event: Teton County Fairgrounds

Description of Event: Powwow

Grand Opening _____ Yes X No _____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 4795

Phone: 200-6150

E-mail: Jackson WY 83001

ZIP: 83001

sdurfee@cwc.edu

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required See Addendum for Additional Request

Business/Description: Albertson's

Physical Address: 105 Buffalo Way, Jackson, WY 83001

Dates of Display: 9/14-9/22

Consent from Owner Obtained? Yes X No____

Business/Description: Stillson

Physical Address: 390 & 22 Intersection

Dates of Display: 9/14-9/22

Consent from Owner Obtained? Yes X No____

Business/Description: Teton County Fairgrounds

Physical Address: 305 W Snowking

Dates of Display: 9/14-9/22

Consent from Owner Obtained? Yes X No____

Business/Description: Broadway & Flatcreek

Physical Address: 520 W Broadway Ave, Jackson, WY 83001

Dates of Display: 9/14-9/21

Consent from Owner Obtained? Yes X No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Signature of Authorized Event Applicant

July 31, 2019
Date

Susan Durfee
Applicant Name Printed

Director, CWC-Jackson
Title

CWC Teton PowWow Banner Permit Addendum

Below please see all banner illustrations, dimensions and installations.

Albertson 8’ x 3’ - Permission Received
Hanging with hooks and secured tied to bottom with stakes.

Albertson’s banner, attached to CWC banner

Stillson 5’ x 4’ - Permission Received
Hung by JHMR staff utilizing their hanging devices

Stilson banner

Staples area, “Welcome to Jackson” 3.5’ x 5’- Permission Received
Hanging from the post with zip ties and cord anchored to ground.

Staples area, below the Town Sign 3.5’ x 5’ - Permission from TOJ Requested
Banner attached to the Town sign on Broadway near Staples (with arrows to Center the Arts, Snow King, Fairgrounds, and where Stomping the Divots sign is currently) Hanging from the sign with zip ties and cord anchored to ground.

Staples banner

Fairgrounds 4’ x 3 - Permission Received

4 Banners off of the entrance structures, below the script "Teton County Fairgrounds". Hanging from the signage to posts with zip ties and cord anchored to ground.

Proposed banner Teton County Fairgrounds

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: AUGUST 5, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Wild West Skateboard Contest Series

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at:

100 E. Snow King Ave, Snow King Ballpark:
August 10, 2019 to August 18, 2019 &
September 1, 2019 to September 8, 2019

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

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

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

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs for Wild West Skateboard Contest Series may be installed at:
   100 E. Snow King Ave, Snow King Ballpark:
   August 10, 2019 to August 18, 2019 &
   September 1, 2019 to September 8, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Jackson Hole Ski & Snowboard Club subject to three (3) conditions of approval.

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

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com
tstolte@jackson wy.gov

EVENT NAME:

Event Name: Wild West Skateboard Contest Series Physical Address of Event: 1830 Highschool Rd.

Description of Event: All ages skateboard contest that supports Teton County Parks + Rec + JH Ski + Snowboard Club Freeride Program

Grand Opening ____ Yes X No

EVENT SPONSOR/APPLICANT:

Name: Rob LaPier Phone: 307 733-6433

Mailing Address: P.O. Box 461 ZIP: 83001

E-mail: RLaPier@jhskiclub.org Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Snow King Ballpark Backstop

Physical Address: Snow King Drive

Dates of Display: 8/10 – 8/18

Consent from Owner Obtained? Yes X No____

Business/Description: "

Physical Address: "

Dates of Display: 9/1 – 9/8

Consent from Owner Obtained? Yes X No____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

Business/Description: ____

Physical Address: ____

Dates of Display: ____

Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please circle.

Yes / No Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes / No Installation specifications, and any structural details or specifications required for freestanding signs.

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

Signature of Authorized Event Applicant

7/10/2019
Date

Robert T. LaPier
Applicant Name Printed

Program Director
Title

10'

8'

- vinyl banner
- to be hanged @ [redacted] Snow King Ball park Backstop

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: AUGUST 5, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Fireman's Ball

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at:

100 E. Snow King Ave, Snow King Ballpark during:
September 7, 2019 to September 21, 2019

105 Buffalo Way, Albertsons during:
September 7, 2019 to September 21, 2019

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

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located at two locations subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs for Fireman's Ball may be installed at:
   100 E. Snow King Ave, Snow King Ballpark during:
   September 7, 2019 to September 21, 2019

   105 Buffalo Way, Albertsons during:
   September 7, 2019 to September 21, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Jackson Hole Fireman's Ball subject to three (3) conditions of approval.

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

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

EVENT NAME:

Event Name: Firemans Ball

Physical Address of Event: 100 E Snow King Ave

Description of Event: Annual Ball to support JH Fire Association & its members

Grand Opening _____ Yes X No

EVENT SPONSOR/APPLICANT:

Name: Jason Bruni

Phone: 425.478.2957

Mailing Address: PO Box 2883

ZIP: 83001

E-mail: Jason.Bruni@gmail.com

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: SK Ball Field

Physical Address: corner of Snowking & S. Cache

Dates of Display: 9/7-9/21/2019

Consent from Owner Obtained? Yes____ No____

Business/Description: Albertsons

Physical Address: 105 Buffalo Way

Dates of Display: 9/7-9/21/2019

Consent from Owner Obtained? Yes X No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please circle.

Yes / No Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes / No Installation specifications, and any structural details or specifications required for freestanding signs. N/A

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

Signature of Authorized Event Applicant

Date: 7/15/2019

Jason Bruni

Applicant Name Printed

Volunteer

Title

Banner measueres
5'X10' and is black
and white

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: AUGUST 5, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Wyoming Snow & Avalanche Workshop

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at:

100 E. Snow King Ave, Snow King Ballpark during:
October 12, 2019 to October 26, 2019

105 Buffalo Way, Albertsons during:
October 20, 2019 to October 27, 2019

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

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located at two locations subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs for Wyoming Snow & Avalanche Workshop may be installed at:
   100 E. Snow King Ave, Snow King Ballpark during:
   October 12, 2019 to October 26, 2019

   105 Buffalo Way, Albertsons during:
   October 20, 2019 to October 27, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Teton County Search & Rescue Foundation subject to three (3) conditions of approval.

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

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

EVENT NAME:

Event Name: Wyoming Snow & Avalanche Workshop Physical Address of Event: 265 S. Cache, Jackson, WY

Description of Event: WYSAW is an annual workshop and seminar dedicated to improving winter backcountry awareness and safety.

Grand Opening _____ Yes _____ No X

EVENT SPONSOR/APPLICANT: Name: TETON COUNTY SEARCH & RESCUE FOUNDATION

Mailing Address: PO Box 1063, Jackson, WY Phone: 970-846-7766

E-mail: matt@tetoncountysar.org ZIP: 83001

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertson's

Physical Address: 105 Buffalo Way

Dates of Display: 10/20-10/27/2019

Consent from Owner Obtained? Yes X No____

Business/Description: Phil Baux Park

Physical Address: 1 0 E. Snow King Ave.

Dates of Display: 10/12-10/26 /2019

Consent from Owner Obtained? Yes X No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Matt Hansen
Signature of Authorized Event Applicant

7/19/19
Date

MATT HANSEN
Applicant Name Printed

COMM. MANAGER TCSARF
Title

Teton County Search and Rescue Foundation
Matt Hansen, Communications Manager
970-846-7766
matt@tetoncountysar.org

Re: Temporary Sign Permit Application

WYSAW banners are vinyl. Colors are blue and white, and include name of event, registration website, date, and sponsor logos. The only change to the attached illustrations will be this year's date of the event, October 26, 2019.

The Phil Baux banner measures 69 inches tall by 71 inches wide (roughly 6 by 6 feet). The Albertson's banner measures 91.5 inches tall by 92.5 inches wide (roughly 8 by 8 feet).

The banners will be hung by zip ties and/or rope at appropriate locations as advised by property owners.

WYSAW

WYOMING SNOW & AVALANCHE WORKSHOP
Center for the Arts

Saturday, October 29th
Register at tetoncountysar.org/events

backcountryzero

TETON COUNTY SEARCH AND RESCUE
Jackson Hole, Wyoming

Central Wyoming College - Jackson

AMERICAN AVALANCHE ASSOCIATION

THE STEVE ROMEO MEMORIAL FUND
www.TetonAT.com

Raintree Foundation

at&t

COMMUNITY FOUNDATION OF JACKSON HOLE

JACKSON HOLE®

ROCKY MOUNTAIN BANK

NATIONAL PARK SERVICE

Stephen P. Adamson Jr. Memorial Fund

4JH

Lodging Tax Supported

WYSAW

WYOMING SNOW & AVALANCHE WORKSHOP
Center for the Arts

Saturday, October 27th, 2018

Register at tetoncountysar.org/wysaw

backcountryzero

TETON COUNTY SEARCH AND RESCUE
Jackson Hole, Wyoming

Central Wyoming
College - Jackson

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 31, 2019
MEETING DATE: August 5, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Special Event- JacksonHoleLive – Additional Date Consideration.

STATEMENT/PURPOSE: The Mayor and Council approve special events including the use of temporary no parking signage, the use of Town equipment, and services of Town personnel.

BACKGROUND/ALTERNATIVES: The applicant, Center Management Inc. (CMI), was approved for several concert dates during the April 15, 2019 Town Council meeting. At the April 15th meeting the Town Council approved the following concert dates: June 16, June 30, July 19 and August 16. CMI seeks Council permission for an additional concert date on Tuesday, August 20, 2019.

The Parks and Recreation Department has indicated that the Snow King baseball field is available for use on Tuesday, August 20th. The Parks and Recreation Department has also indicated that a concert on Tuesday, August 20th would not interfere with any pavilion reservations currently in place in Phil Baux Park. CMI has submitted a sign permit application for the Snow King Ballfield and backstop and for Albertson's for this added concert date. This sign permit application is attached to this staff report.

The applicant has indicated that the proposed additional concert would follow the same basic template as other JH Live concerts; however, there will be some differences:

1. The applicant has indicated that the band performing at this additional concert date may have a larger fan base than a band performing at a 'typical' JH Live event and therefore could potentially draw a fairly bigger crowd than other JH Live events. This particular band has performed in Jackson in the past at a different venue. The applicant has disclosed the name of the band with the Chief of Police. The police would require that the applicant pay for one additional police officer for this event. In addition, the applicant has indicated that CMI would be hiring additional security for this event.

2. This band will require a larger stage than the "typical" JH Live show. The applicant has indicated that they would take any necessary requirements to mitigate damage to the turf. This may include adding additional turf protection on the field.

3. The applicant indicated they would be charging more for admission than at a typical JH live event. Other JH Live events charge adults $5 for admission and kids (under 17) are free. The applicant indicated that the cost of admission would be approximately $20 per adult.

The concert would feature a local/regional opening act and headlining musical act. The event would also include food, beverage (alcoholic and non-alcoholic), and some merchandise sales, non-profit booths to

promote their missions and fundraising efforts, a VIP tent, and a kids area. The applicant requests the following from the Town for each concert:

- Permission from Council for amplified sound associated with the event
- A catering permit for sales of alcoholic beverages (application to be submitted)
- An exposition license
- Police Officers to patrol the event
- Access to electricity at the park and irrigation locates
- Use of Town barricades for the closure of the Phil Baux parking lot. The parking lot will close at 7:00 A.M. on the day of each concert.
- Permission to display two banners per the attached banner plan and many onsite banners to be displayed the day of the concert. This request includes permission to display a banner on the backstop at Snow King Ball Field ten days prior to each concert. The Land Development Regulations address banners displayed as part of special events as follows:

  > *Temporary banners, sandwich boards, and a-frame signs sponsored by profit and nonprofit groups, organizations and associations, provided that a special event license and a sign permit are obtained. A maximum of four (4) temporary signs are permitted, and the signage shall be displayed on the starting day of the event and shall be removed on the last day of the event. For events that are sponsored by non-profit groups, proof of Tax Exempt status must be provided or a copy of the Business License submitted with the sign permit application. Off-site banners are permitted with written consent from the property owner(s). Banners shall not impede the public right-of-way. Party type balloons shall be permitted in order to attract attention to the special event, provided that they are maintained on the subject property and are removed immediately following the close of the event.*
- Use of the athletic field lights after each concert to provide light for clean-up and for concert goers to collect their things and safely exit the venue.
- Permission to close the parking adjacent to Snow King Ball Field on South Cache and Snow King Avenue during each day of the concert series. The parking along South Cache and half of the parking along Snow King Avenue would be used for production crews, vendors, etc…. to set up and tear down the concert venue. The applicant is requesting that the remaining parking along Snow King Avenue be closed off to allow large crowds to safely enter and exit the concert venue. The applicant shall be responsible for the production, posting, and removal of the no parking signage.
- The applicant has indicated that they will be able to turn off the field lights by 11:00 P.M. but is requesting permission to continue to break down the concert stage and equipment until midnight utilizing smaller production lighting. Further, the applicant will remove the tent and conduct a secondary field cleanup the morning following each concert. The applicant is aware of condition #45 which states: The applicant shall coordinate the timing of the closure of the parking lot and post event clean up with Parks and Recreation. Closure of the parking lot shall not displace any scheduled ball games and the field shall be cleaned up prior to any scheduled ball games.

COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments.

FISCAL IMPACT

Fiscal Impact is minimal for this event due to the fees that will be collected associated with a catering permit, an exposition license, police services, irrigation locates, and use of the lights for each concert. Costs to the Town include staff time to deliver and remove barricades and potential post-event turf care.

STAFF IMPACT

Staff impact includes processing the catering and exposition licenses, police presence at the concert, and staff time to provide irrigation and utility locates, access to electricity, and delivery and removal of barricades.

LEGAL REVIEW

N/A

ATTACHMENTS:

Site Plan
Temporary Sign Permit

RECOMMENDATION: Staff recommends the approval of the special event application, subject to the following conditions and restrictions:

1. The applicant shall coordinate with the Parks and Recreation Department regarding any requests for power. The Fire Department encourages the application to contact an Electrical Inspector to review their setup for code compliance.
2. The applicant must fill out a Park Reservation request with the Parks & Recreation Department and coordinate with the department for overall site direction including: locations for parking, toilets, event vehicles, tents, street and parking area closures, and any other uses.
3. The applicant must supply extra trash and recycling containers and dispose of all trash generated by the event.
4. Irrigation locates and access to electricity must be arranged with the Parks and Rec Department at least one week prior to the event if tents are erected in the park area.
5. Applicant shall coordinate the payment of all fees with the Parks & Rec Department at least one week prior to the event.
6. The applicant shall clean up immediately following the event.
7. All food service shall be coordinated with Teton County Environmental Health.
8. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
9. The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.
10. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
11. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
12. All walkways and boardwalks must be kept unobstructed at all times.
13. All event vehicles shall be on the infield dirt portion of the field. No vehicles shall be on the grass. Event vehicles will be on dirt infield and on the streets and parking lot.

14. All tents, tarps or items that are in emergency vehicle access lanes shall be affixed temporarily and shall be capable of being removed quickly in the event of emergency.
15. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
16. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
17. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
18. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
19. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
20. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
21. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
22. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
23. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
24. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
25. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
26. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
27. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2). A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
28. Crowd Managers: For events having over 1000 participants, trained crowd managers shall be established at a ratio of one crowd manager to every 250 persons (IFC403.3). There is a link to an on-line Crowd Manager Training Program on the Jackson Hole Fire / EMS website. A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
29. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website. A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
30. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked. It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons. Participants shall not be permitted to leave the event with open containers.

31. Alcoholic beverage sales shall be in 16 oz. or smaller plastic cups only.
32. Both alcohol token sales and alcohol sales end 30 minutes prior to the concert ending (as approved by the Town Council on August 19, 2013).
33. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
34. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
35. Security will search spectators' bags at all entry points to assure that no outside alcohol is brought onsite.
36. The applicant shall be responsible for the closure of the parking lot and the procuring, posting and removal of any signage including but not limited no parking and handicapped parking signs associated with the event.
37. The applicant shall gain permission from Snow King to use their lots for event parking and any other owners of private or leased parking lots as applicable.
38. The applicant shall abide by any recommendations from the Police Department with regard to police presence at the event.
39. A designated T-shirt security detail in adequate numbers must be utilized to assist with crowd control and monitoring alcohol consumption.
40. The promoter shall pay for all police services at least five business days prior to the event to prevent the department from incurring a significant overtime expense should the event be rescheduled or cancelled. Payment is non-refundable if concert is cancelled within five days of the event. The current rate charged is $65 per hour/ per officer, but this rate may increase for the 2015 fiscal year.
41. All exits must be clearly visible and include exit signs.
42. An adequate number of designated handicapped parking spaces shall be established in the vicinity of the concert along South Cache and Snow King Avenue.
43. Residents within a two block radius of the park shall be notified in advance of the date and beginning and ending times of the concerts.
44. The field lights shall be turned off by 11:00 P.M. but the applicant may continue to break down the concert stage and equipment until midnight utilizing smaller production lighting.
45. The applicant shall coordinate the timing of the closure of the parking lot and post event clean up with Parks and Recreation. Closure of the parking lot shall not displace any scheduled ball games and the field shall be cleaned up prior to any scheduled ball games.
46. The applicant shall obtain Council permission for any additional concert dates.

SUGGESTED MOTION: I move to approve the special event application made by Center Management Inc. for the JacksonHoleLive 2019 Concert on August 20, 2019 subject to the conditions and restrictions listed in the staff report.

SIGN PERMIT APPLICATION

TOWN OF JACKSON
Planning & Building Department ● 150 E. Pearl Avenue
PO Box 1687● Jackson, WY 83001
307. 733.0440 ● Fax 307.734.3563
townofjackson.com

In order to process this application in a timely manner, please fill out all pertinent information. For specific questions regarding this application, please contact the Planning Department staff.

Business Address: Center Management Inc., 100 East Snow King Ave.

Business Contact Information:

Name Jeff Potter

Phone # 307-201-1633

Mailing Address PO Box 10965, Jackson WY 83002

Is this a multi-tenant building? Yes/No Name of building: Yes Number of Tenants 2

Length of building frontage in linear feet: N/A

How many signs are you planning to erect? 2 Temporary or Permanent? Temporary

If temporary, banner can be displayed up to two weeks. Dates of display: 8/9-20, 2019

Please fill out the following information completely. See the following page for an explanation of the requirements below.

Sign 1	**Sign 2**	**Sign 3**
Type: SK Ballpark Backstop Banner	Type: Albertson's Banner	Type:
Dimensions: 10' tall x 15' wide	Dimensions: 15' tall x 20' wide	Dimensions:
Total square feet: 150	Total square feet: 300	Total square feet:
Height: 10'	Height: 15'	Height:
Clearance:	Clearance:	Clearance:
Setback- curb:	Setback- curb:	Setback- curb:
Setback- property line:	Setback- property line:	Setback- property line:
Setback- utility lines:	Setback- utility lines:	Setback- utility lines:
Background color:	Background color:	Background color:
Background material:	Background material:	Background material:
Letter/Logo color:	Letter/Logo color:	Letter/Logo color:
Letter/Logo material:	Letter/Logo material:	Letter/Logo material:

For all **permanent signs**, please attach a drawing that includes the following information;

- Site plan with property boundaries and building footprints,
- Location of each sign in relation to site plan,
- Illustration of each sign that includes dimensions, colors, materials and type of sign.
- Structural details & installation specifications

For all **freestanding** signs, include detailed structural specifications stamped by a licensed engineer.
For all signs with **lighting**, include detailed specs for the lighting.

Key to Sign Requirements

Type:

Banner Sign. An advertising sign intended to be hung either with or without a frame possessing characters, letters or ornamentations applied to paper, plastic or fabric.

Canopy or Marquee Sign. A sign attached to or constructed in or on a canopy or marquee (see example below).

Freestanding Sign. A sign erected on a freestanding frame, mast or pole, not attached to a building.

Projecting Signs. A sign, other than a wall sign, which is attached to and projects from a structure or building face.

Roof Sign. Any sign placed or painted above the roof or parapet wall of a structure.

Temporary or Portable Sign. Any sign that is not permanently attached to the ground or a building. This shall include, but not be limited to, all devices such as banners, pennants, flags (not intended to include flags of any nation), searchlights, twirling or sandwich board signs, sidewalk or curb signs, balloons, air or gas filled figures, and signs on wheels.

Wall Sign. Any sign attached to, painted on, or installed upon a wall of a building, with the exposed face parallel to the building wall and/or parapet.

Dimensions: Length, height, and width in inches.

Total Square Feet: Calculate length times height of each sign.

Height: Height of sign from base, where sign meets grade, to the very top of the sign.

Clearance: Height from ground to bottom of sign.

Setback: Setbacks are measured from either back of curb, property line or edge of utility line to edge of closest portion of sign.

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

4/3/19

Signature of Owner or Authorized Agent Date

OFFICE USE ONLY:

Sign District: Square Overlay_____ General_____ Master Plan_____

Total Amount of Signage Allowed for Business_____

Total Amount of Signage Proposed for Business_____

Amount Left Over for Future_____

Structural Review_____Public Works Review_____

Approved By_____Permit No._____

Date:_____Fee:_____Permit No._____

Comments:_____

_____

_____

_____

JacksonHoleLive 2019 Concert Series

June 16, 30, TBD, August 16, 2019
Concert Series Special Event Application

Background

Center Management, Inc. (CMI) was founded in October 2011 as a non-profit public benefit corporation to operate the Snow King Sports and Event Center Ice Rink for the 2011-2012 ice season. As a community organization, CMI strives to operate the Center on a self-sustaining basis with all operating expenses covered by user fees and revenues from sponsored programs, promotions and events.

CMI is implementing initiatives to generate revenue that will:

1. Maintain annual operations at the Snow King Sports and Event Center, benefitting all users of the facility and the town and community as a whole
    a. Ice users
    b. JH Ski Club
    c. High school ski team
    d. Conferences & conventions
    e. Expo & retail events
    f. Sporting events
    g. Concerts & performances
    h. Other recreational uses (turf sports, roller sports, baseball, summer training)

2. Mitigate ice rate increases for key ice rink programs
    a. Youth ice hockey
    b. Youth figure skating
    c. Jackson Hole Moose senior hockey club
    d. Public users

3. Contribute to the Town of Jackson's ongoing efforts to address deferred maintenance issues at the Center.

4. Work with the Town, State, and private donors to secure funding required to enhance the Center's capabilities and capacity in the following areas
    a. Recreational uses
    b. Conference & convention capabilities
    c. Large-scale event capabilities

JacksonHoleLive History

One major initiative that CMI launched in 2012 in partnership with Jeff Potter and Shannon McCormick was JacksonHoleLive, a free, all-ages, summer concert series that takes place in the Snow King Ball Park in Jackson, WY. The inaugural season of JacksonHoleLive was an overwhelming success, providing a significant community benefit and meaningful revenue in support of the operation of the Snow King Sports and Event Center.

JacksonHoleLive is the town of Jackson's first free, all-ages, outdoor concert series. The Jackson community asked for this kind of community event, and they came out by the thousands in support of the events. Summer 2013 saw average crowds of 5,000-6,000 with a massive audience for July 4th. These figures remained consistent for the 2014 season, with another very large audience for the Town Centennial Celebration on August 31.

With strong support from the Town, management team experience in concert series production, and a compelling purpose for seeking community support of the concert series (raising funds to support ongoing operations and capital improvements at the Center), CMI was able to establish JacksonHoleLive as the go-to community event of the summer season in Jackson Hole, garnering Best of JH's best outdoor concert series accolades just this past week.

With the Town's support, we look forward to another successful season of summer music at the Snow King Ballpark in 2019.

JacksonHoleLive 2019 – Community Concert Series

CMI plans to hold 4 JacksonHoleLive concerts during the 2019 summer.

We have one remaining date to confirm, have vetted specific dates with Town staff, and will continue to coordinate as such to avoid conflicts.

JacksonHoleLive will feature the following elements for each concert event:

1) Headlining musical act – national/international touring band, family friendly, broad appeal
2) Local/regional opening acts – bands that complement the headliner
3) Shows start at 5:30 PM and end at appx 9:45 PM
4) 8-10 local food vendors (emphasis on downtown restaurants, supplemented with mobile catering operations). Vendor booths will be sold on a per show basis and will be coordinated per the terms of an expo permit. Food vendors are free to sell any food options they choose, however we will seek to have a variety of food options for concert patrons and we suggest that vendors limit their options to 3-4 entrees and 3-4 sides.
5) Beverage concessions for beer, wine, frozen cocktails, soda, juice, water operated by applicant under a Town of Jackson Catering Permit and Exposition Permit.
6) Extensive pre-series promotional campaign, including banners in key locations around town, to promote the event and recognize event sponsors
7) Extensive on-site promotional campaign utilizing banners and on-stage announcements to promote event sponsors and give recognition to other supporters (town, park & rec, volunteers, etc.)
8) Coordinated bike parking to encourage ridership.

9) Stage-side hospitality tent for sponsors and other VIPs. This will be a beneficial venue for CMI to court potential advertisers, sponsors, and donors to further CMI's efforts in operating the Center.

10) Secure alcohol control perimeter to prevent open containers and litter. This also serves as a place to check bags and keep outside alcohol from entering the venue.

11) Kids Area featuring the Children's Museum, Axis Gymnastics, Teen Power, arts and crafts, and other activities and local activity providers.

12) Pedestrian area in Snow King parking lot

13) Recycling efforts aimed at plastic bottles and aluminum cans. Food vendors will be required to use compostable plates, napkins, and silverware.

14) Supplemental trash receptacles at all recycling stations and throughout the venue for all other waste. Waste will be collected on site and disposed of in dumpsters brought on site for each concert.

15) JacksonHoleLive will provide professional private security at all concerts, with a minimum of 12 security personnel providing oversight at the alcohol control points, concessions areas, and crowd control and oversight within the venue. Security will all dress in uniforms and will be easily identifiable.

Included in this Special Event Application are the following:

1) Special Event Application
2) Site Plan Map (subject to revisions after coordination with Town, JH Mountain Games, Teton County Fair, People's Market, etc.)
3) Recycling & Trash plan
4) Parking Plan
5) Portable toilet plan
6) Temporary Sign & Banner Plan and Application
7) Alcohol Sales Plan (prevention of underage drinking and over serving of-age patrons)
8) Catering Permit Application
9) Noise Permit Application
10) Exposition License Application (food and beverage concessions)

Recycling and Trash Plan

JacksonHoleLive will oversee all recycling and waste management. JacksonHoleLive will have a total of 15 Recycling and Trash locations in and around the Snow King Ball Park and Parking Lot. Staff will replace full bins with empty ones. All trash will be disposed of in the dumpsters brought on site for each concert.

Parking Plan

JacksonHoleLive will have access to the following locations to accommodate parking for each concert event:

1) Snow King Sports and Event Center parking lots
2) Snow King Resort dirt lots east of Center
3) Street Parking
4) Town Parking Garage

Bike parking will occur naturally, with riders securing their bikes to existing fences, poles, etc.

Handicapped parking will be reserved on the East side of Cache Street and in the lower parking lot of the Snow King Sports and Event Center.

CMI will put up all necessary “No Parking” signs the day before the concert event.

Portable Toilet Plan

Based on our experience for two years, and with anticipated attendance at most concerts of 6,000, JacksonHoleLive will plan to have a minimum of 20 portable toilets on site. 2 of these will be handicapped accessible for handicapped patrons and families needing more space, with signage describing allowed use. This ratio is consistent with the number of toilets that were necessary at shows last year to adequately serve crowds of 5,000-6,000. Porta potty numbers will be increased when we perceive the potential for larger crowds.

Temporary Sign and Banner Plan

JacksonHoleLive has an extensive pre-series and on-site banner advertising program to promote the series and recognize our sponsors.

Pre-Series Temporary Banners for which we are seeking approval are:

1) Albertson's Banner (20' wide x 15' tall) – Hung 10 days prior to concert event as available
2) Snow King Ball Park Backstop Banner (15' tall x 10' wide) hung on backstop of Snow King Ball Park 10 days prior to concert

On-Site Temporary Banners – hung the day of the show and taken down the day of the show

1) Stage banners (top, sides, and backdrop)
2) Venue entrance banners – hung on Ball Park fences and/or Town barricades (2-4 total)
3) Concession area banners – hung on Ball Park fences and/or Town barricades (4-6 total)

If necessary, we may add on-site banners, but they will all be of the hang and take down the day of the show variety.

Alcohol Sales Plan

To prevent the sale of alcohol to minors, we will implement a plan that requires buyers of alcoholic beverages to do the following at one of two non-beverage serving booths in the venue:

1) Present photo ID for age verification
2) Receive a 21+ wristband
3) Purchase beer, wine, or cocktail tokens

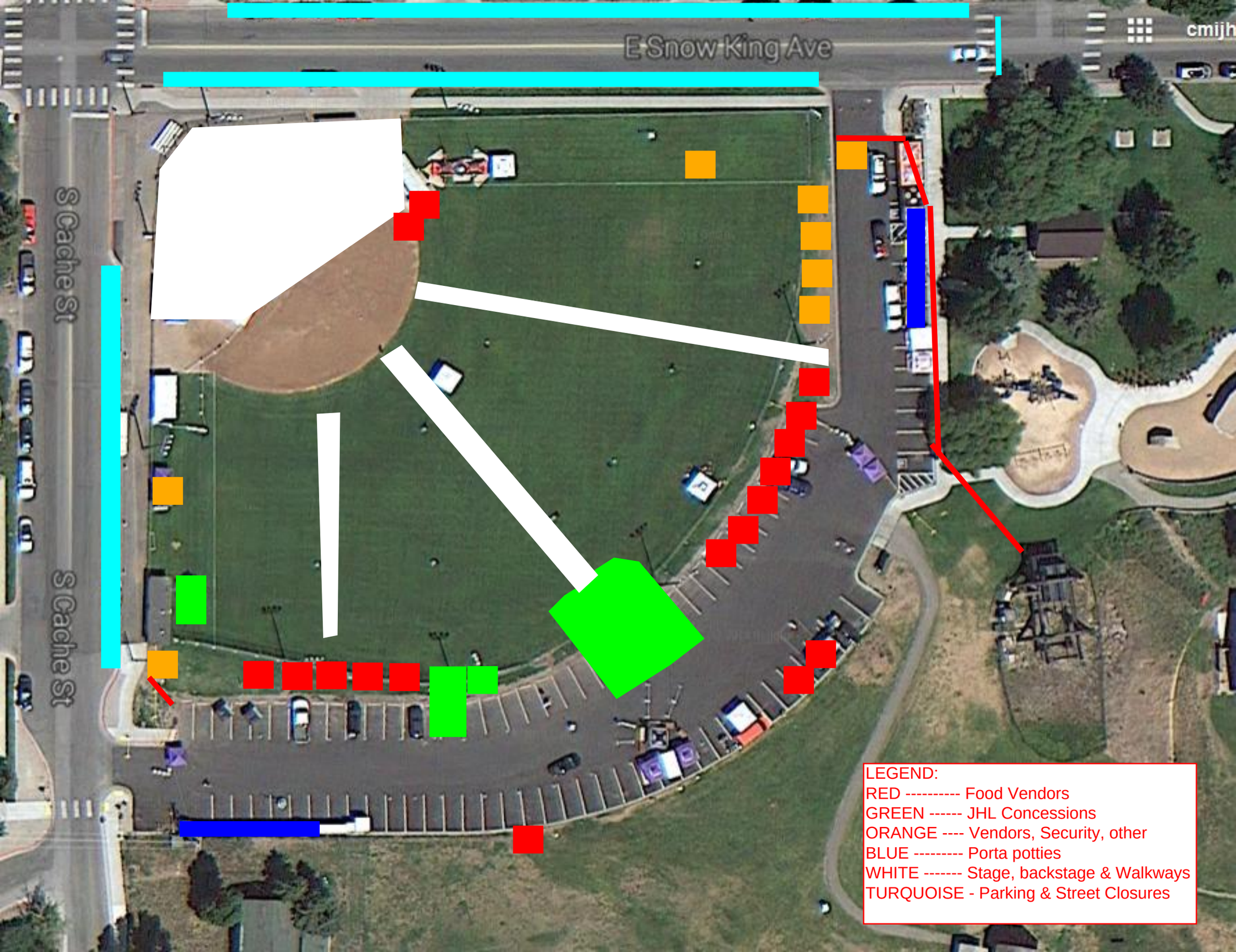
Once these steps are accomplished, of-age buyers must present one wristband and token for each beverage served, up to 2 beverages per individual.

We will also have 3-5 TIPS certified servers at each alcoholic beverage concession booth. These certified servers will be supported by additional paid staff and/or volunteers.

We will rely on our TIPS certified staff and token sales personnel to cut off intoxicated patrons and not over serve to the best of our ability. In our experience, because several shows are on week days and because there is such an emphasis on families at these concerts, over serving and excessive intoxication has not been an issue.

We will employ security personnel and paid staff or volunteers for checking bags to prevent outside alcohol from entering the venue.

Beer is to be sold in 16 oz. compostable cups or reusable JacksonHoleLive Mugs.


E Snow King Ave
S Cache St
S Cache St
LEGEND:
RED ---------- Food Vendors
GREEN ------ JHL Concessions
ORANGE ---- Vendors, Security, other
BLUE --------- Porta potties
WHITE ------- Stage, backstage & Walkways
TURQUOISE - Parking & Street Closures

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)

A completed application must be submitted at least 21 days prior to your event.

Non-Profit Fee:	$25
For-Profit Fee:	$150

APPLICANT INFORMATION

Name of Event: JacksonHoleLive 2019 Summer Concert Series

Name of Organization: Center Management, Inc. (CMI)

Type of Organization: ● Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 10965

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Jeffrey Potter

Email Address: jhjpotter@yahoo.com

Work Phone: 307-201-1633 Cell Phone: 650-269-0468

EVENT INFORMATION

Type of Event: ☐ Run / Walk ● Concert ☐ Filming ☐ Assembly ☐ Parade ☐ Festival ☐ Biking ☐ Education ☐ Other:

Description & Purpose of Event *(Attach additional sheets if necessary)*:

See attached cover letter

Location of Event: Snow King Ball Park Alternative Location:

Date(s) of Event: 6/16, 23, TBD (7/19 likely), 8/16, Event Operating Hours: 5:00 PM - 10:30

Event Set Up Begins Date: June 16, 2019 Time: 12:00 AM (same for all

Event Clean Up Ends Date: June 17, 2019 Time: 12:00 PM (same for all

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 4000 Total Event: 16000

Special Considerations (check all that apply):

- [x] Alcoholic Beverages
- [ ] Cooking/Grilling
- [x] Electricity Requested
- [x] Food Sales
- [ ] Merchandise Sales
- [x] Recurring Event
- [ ] Ticketed Admission
- [x] Sound Amplification
- [ ] Pets or Animals
- [x] Tents
- [ ] Street Closure
- [ ] Sidewalk Closure
- [ ] Overnight Parking
- [ ] Overnight RV Camping
- [ ] Use of Town Square

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? [x] Yes [ ] No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Shannon McCormick Cell Phone: 307-413-3032

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- [x] Tents (X)
- [x] Beverage Vendors (BV)
- [x] Portable Toilets (T)
- [x] Stages or Amplified Sound (SO)
- [x] Garbage Receptacles (G)
- [ ] Retail Merchants (RM)
- [ ] Fire Lane (FL)
- [ ] First Aid / EMS (FA)
- [x] Electricity / Generator (EL)
- [x] Food Vendors (FV)
- [x] Alcohol Vendors (A)
- [x] Hand Washing Sink (HWS)
- [ ] Bleachers (BL)
- [x] Recycling Receptacles (RR)
- [x] Security (P)
- [ ] Fire Extinguishers (EX)
- [x] Barricades (B)
- [x] Trailers, Vehicles, Storage (TR)

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☒ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time
Snow King Ball Park Parking Lot	6/16, 23, TBD, 8/16	12:00 AM	11:59 PM

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: 40 parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

40	Large Street Barricades	_____	"Road Closed" Street Signs
_____	Small Sidewalk Barricades	_____	"Local Traffic Only" Street Signs
40	28 Inch Street Cones	_____	"Detour" Street Signs
_____	Candlestick Cones	_____	32-Gallon Recycling Bins

- The equipment above can be arranged through the Public Works Department (307) 733-3079. A $500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.
- The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.
- If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.
- Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT (307) 733-1430

☑ Event Security	☑ Mounted Horse Patrol	☐ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☑ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☑ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Irrigation and Electricity Locates, Use of water by public restrooms, and water refill station, line painting for egress lanes, bases pulled from

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ● Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ● No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☑ Event Site Inspection

Please describe in detail your request:

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request:_____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☐ Yes ☐ No

If "Yes", please indicate times: Start Time: 12:00 Noon Finish Time: 10:00 PM

Will your event feature any musical entertainment? ☐ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☐ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificat must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☒ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: 14-18 Number of ADA Accessible Portable Toilets: 2

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: Friday of Time for Drop Off: Monday after

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☒ Yes ☐ No

If "Yes", what will be offered in addition to beer? wine, sloshies

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ☐ Yes ☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan? ☐ Yes ☐ No

If "Yes", which company will you be using? Westbank Sanitation

How many trash receptacles will be supplied for your event? 3 8yd dumpsters

When will the trash receptacles be delivered? Friday before shows (or day of for Friday dates)

When will the trash receptacles be picked up and removed from site? Monday after shows

Describe your plan for the collection and removal of trash during your special event:

We have 16-20 trash receptacles distributed throughout the concert venue with staff emptying them regularly to the dumpsters.

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the ***Teton County Integrated Solid Waste and Recycling (ISWR)*** *to offer opportunities to help your special event to be as "green" as possible. Opportunities available:*

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ● No

If "Yes" which company will you be using? Self provided receptacles and self hauling

How many recycling receptacles will they (or you) supply for your event? 14-16

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event:
we provide our own recycling receptacles and self haul after the event

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes ☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

None

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: JP

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: JP_____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a $500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of $1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf. Initials: JP

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: JP_____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: JP_____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procument, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: Jeffrey L Potter (eSigned via SeamlessDocs.com, Key: d006bb9c9987956c6be92b86b94d9294) _____ APPLICANT: Jeffrey L Potter _____

Signature — Printed Name

DATE: 04/03/2019 _____ TITLE: Business Managaer CMI _____

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 30, 2019
MEETING DATE: August 5, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier

SUBJECT: **Special Event: Let's Make a Parade**

PURPOSE/STATEMENT:

The Mayor and Council approve or deny all special event applications requesting the use of Town streets, sidewalks and the Town Square on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, the Dancer's Workshop, requests permission to hold a parade with approximately 20 individuals carrying 14-foot pole puppets, playing live music and dancing. The event is requested for Friday, August 16, 2019 at 6:00pm.

The participants would depart the Center for the Arts lawn and head north on the Cache Street sidewalk (utilizing the crosswalk just north of E. Simpson). The procession will continue on the Cache sidewalk north to the Town Square where the group will circle the Town Square (or square the Town Square) once and then reverse their parade route back to the Center for the Arts utilizing the same route.

The applicant is requesting assistance with traffic control at the intersection of Broadway and Cache during the parade. The applicant has been informed that In addition the applicant is requesting

1. The use of town crosswalks and sidewalks (see attached map)

This is a new event and the application has been submitted to all departments for review.

COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments.

FISCAL IMPACT

N/A

STAFF IMPACT:

Minimal. On-duty police presence to assist with traffic control. The applicant realizes that there will not be a 'dedicated' police officer at this event and if a call comes in, then the officer will need to depart.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Special Event Application
Route Map

RECOMMENDATION:

Staff recommends the approval of the application, subject to the following conditions and restrictions:

1. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
2. A certificate of insurance in the amount of $1,000,000 naming the Town of Jackson as an additional insured shall be maintained through the day of the event.
3. The applicant shall conduct the march in a timely and professional manner.
4. Applicant is advised that participants shall remain on sidewalks and within crosswalks for the duration of the parade and obey all traffic laws.
5. Any additional conditions or restrictions staff may wish to add upon further review of the application.

SUGGESTED MOTION:

I move to approve the special event application made by the Dancer's Workshop for the Let's Make a Parade special event on August 16, 2019 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)

A completed application must be submitted at least 21 days prior to your event.

Non-Profit Fee:	$25
For-Profit Fee:	$150

APPLICANT INFORMATION

Name of Event: "Let's make a parade"

Name of Organization: Dancers' Workshop

Type of Organization: ☑ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: P.O. Box 1500, Jackson, WY, 83001

City: _____ State: _____ Zip Code: _____

Name of Person Completing Application: Eric Midgley

Email Address: ballet@dwjh.org

Work Phone: 307-733-6398 Cell Phone: 512-731-9746

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☑ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: _____

Description & Purpose of Event *(Attach additional sheets if necessary)*: march from Center, around square, back to center

Location of Event: — Alternative Location: _____

Date(s) of Event: Aug. 16 Event Operating Hours: 5 - 7pm

Event Set Up Begins Date: — Time: _____

Event Clean Up Ends Date: — Time: _____

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: — Total Event: 20 participants

Special Considerations (check all that apply):

- [ ] Alcoholic Beverages
- [ ] Cooking/Grilling
- [ ] Electricity Requested
- [ ] Food Sales
- [ ] Merchandise Sales
- [ ] Recurring Event
- [ ] Ticketed Admission
- [x] Sound Amplification
- [ ] Pets or Animals
- [ ] Tents
- [ ] Street Closure
- [ ] Sidewalk Closure
- [ ] Overnight Parking
- [ ] Overnight RV Camping
- [ ] Use of Town Square

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? [ ] Yes [x] No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Babs Case Cell Phone: 307-690-5623

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- [ ] Tents (X)
- [ ] Beverage Vendors (BV)
- [ ] Portable Toilets (T)
- [ ] Stages or Amplified Sound (SO)
- [ ] Garbage Receptacles (G)
- [ ] Retail Merchants (RM)
- [ ] Fire Lane (FL)
- [ ] First Aid / EMS (FA)
- [ ] Electricity / Generator (EL)
- [ ] Food Vendors (FV)
- [ ] Alcohol Vendors (A)
- [ ] Hand Washing Sink (HWS)
- [ ] Bleachers (BL)
- [ ] Recycling Receptacles (RR)
- [ ] Security (P)
- [ ] Fire Extinguishers (EX)
- [ ] Barricades (B)
- [ ] Trailers, Vehicles, Storage (TR)

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☐ Yes ☒ No

Area of Closure Request	Date(s)	Start Time	End Time

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☐ Yes ☒ No

If "Yes", how many parking spaces will be unavailable due to the event:_____ parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description:_____ START Bus contacted? ☐ Yes N/A ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients? N/A

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

N/A

- The equipment above can be arranged through the Public Works Department (307) 733-3079. A $500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

- The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

- If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

- Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT (307) 733-1430

- ☐ Event Security
- ☐ Mounted Horse Patrol
- ☑ Traffic Control
- ☐ Race Lead Vehicle
- ☐ Parade Lead Vehicle
- ☐ General Presence
- ☐ Towing / Ticketing
- ☐ Assistance with Parking Closures
- ☐ Assistance with Street Closures

Please describe in detail your request: crossing at Broadway + Cache

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request: N/A

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning N/A

Please describe in detail your request:

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☑ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No N/A

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine N/A

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request:

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: N/A

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☑ Yes ☐ No

If "Yes", please indicate times: Start Time: 5 pm Finish Time: 7 pm

Will your event feature any musical entertainment? ☑ Yes ☐ No

walking musicians

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☑ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No N/A

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificat must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☑ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets:_____ Number of ADA Accessible Portable Toilets:_____

If "No", please explain:_____

_____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company:_____

Restroom Drop off / Pick Up Date for Drop Off:_____ Time for Drop Off:_____

Date for Pick Up:_____ Time for Pick Up:_____

ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☒ No

If "Yes", what will be offered in addition to beer?_____

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ☒ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event: _____

_____

Will any food or beverages be sold at your event? ☐ Yes ☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan? ☐ Yes ☒ No

If "Yes", which company will you be using? _____

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

Describe your plan for the collection and removal of trash during your special event: _____

_____

_____

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the ***Teton County Integrated Solid Waste and Recycling (ISWR)*** *to offer opportunities to help your special event to be as "green" as possible. Opportunities available:*

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events N/A
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☑ No

If "Yes" which company will you be using? _____

How many recycling receptacles will they (or you) supply for your event? _____

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

_____

_____

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

_____

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

N/A

☐ Yes ☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

_____

_____

_____

_____

_____

_____

_____

_____

_____

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: _____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a $500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of $1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf. Initials: PSM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks. Initials: PSM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: _____

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procument, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

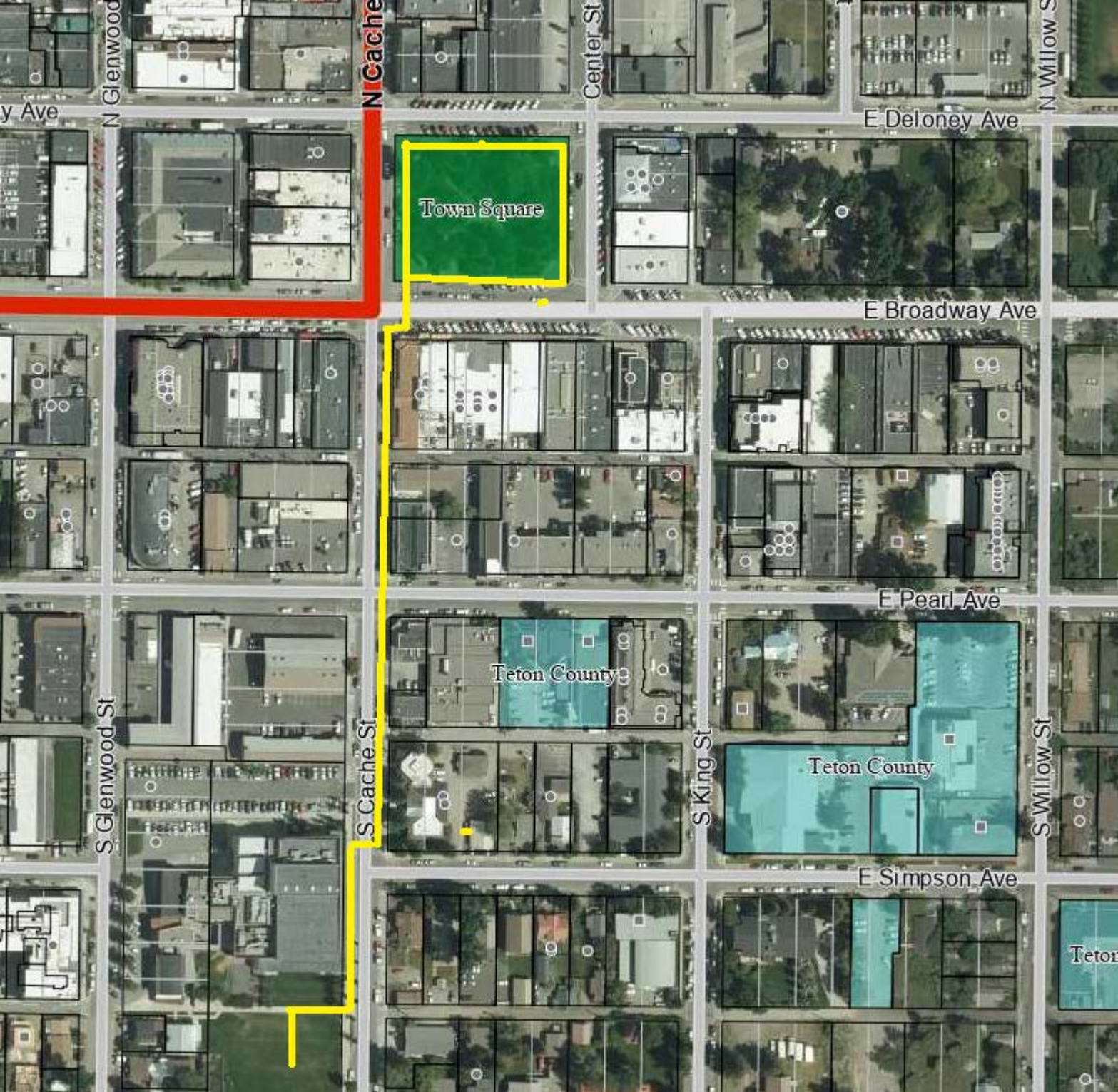
The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: P. E. Midgley (Signature) APPLICANT: P. Eric Midgley (Printed Name)

DATE: 7/15/19 TITLE: School Director


N Glenwood
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Town Square
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Teton County
Teton County
S Glenwood St
S Cache St
S King St
S Willow St
E Simpson Ave

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: July 30, 2019
MEETING DATE: August 5, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Special Event: Firefighters Ride 4 R.I.S.E overnight camping

BACKGROUND/ALTERNATIVES:

The applicant, Jackson Hole Fire/EMS, requests permission for overnight camping in the grassy arena at the TC Fairgrounds for approximately 20 participants engaging in a fundraising bicycle ride from Seattle to Colorado Springs. The request for overnight camping begins on Monday, August 9, 2019 and runs to Wednesday, August 11, 2019. Participants would be camping in tents on the grassy lawn adjacent to the temporary fire station and utilizing the facilities at the temporary fire station. There is a possibility of support vehicles parking overnight in the Fairgrounds parking lot. The Fair Board and Fire Department have approved this use.

Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.

The event is a multi-day bicycle ride from Seattle to Colorado Springs to the IAFF Fallen Firefighter Memorial. It's a fundraising event for the Gary Sinise Foundation.

This is a new event, but similar requests from other organizations have been approved in the past.

COMPREHENSIVE PLAN ALIGNMENT

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments.

FISCAL IMPACT:

None.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

ATTACHMENTS:

Application

RECOMMENDATION:

Staff recommends the approval of the request, subject to the following conditions and restrictions:

1. The applicant shall clean up after the event.
2. The applicant shall coordinate its activities with the Teton County Fair Board.
3. Parking shall be coordinated with the Fair Manager.
4. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
5. There shall be open access to tennis and field areas at all times.
6. Any overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the Firefighters Ride 4 R.I.S.E.
7. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event at least ten days prior to the event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
8. There shall be no campfires or open fires during the event.
9. No excessive noise in the overnight parking / camping area after 11:00 P.M.

SUGGESTED MOTION:

I move to approve the request from Jackson Hole Fire/EMS and the Firefighters Ride 4 R.I.S.E. event subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)

A completed application must be submitted at least 21 days prior to your event.

Non-Profit Fee: $25
For-Profit Fee: $150

APPLICANT INFORMATION

Name of Event: Firefighters Ride 4 R.I.S.E.

Name of Organization: Jackson Hole Fire/EMS

Type of Organization: ☐ Non-Profit ☒ Public Agency ☐ For-Profit Business

Mailing Address:

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: John Tobey

Email Address: jtobey@tetoncountywy.gov

Work Phone: Cell Phone: 781-241-2363

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly ☐ Parade ☐ Festival ☐ Biking ☐ Education ☒ Other: Camping

Description & Purpose of Event *(Attach additional sheets if necessary)*: Hosting riders bicycling from Seattle to Colorado Springs - fundraiser

Location of Event: Grassy Arena Alternative Location:

Date(s) of Event: 9/9 – 9/10 Event Operating Hours:

Event Set Up Begins Date: 9/9/19 Time: 8:00 am

Event Clean Up Ends Date: 9/11/19 Time: 11:00 am

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☐ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time

N/A

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

N/A

Will the event restrict / close access to any public parking spaces? ☐ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☐ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

N/A

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☐ No

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request:

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request:

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets:_____ Number of ADA Accessible Portable Toilets:_____

If "No", please explain:_____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company:_____

Restroom Drop off / Pick Up Date for Drop Off:_____ Time for Drop Off:_____

Date for Pick Up:_____ Time for Pick Up:_____

ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☒ No

If "Yes", what will be offered in addition to beer?_____

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the ***Teton County Integrated Solid Waste and Recycling (ISWR)*** *to offer opportunities to help your special event to be as "green" as possible. Opportunities available:*

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

N/A

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☐ No

If "Yes" which company will you be using? _____

How many recycling receptacles will they (or you) supply for your event? _____

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event:

No recyclables will be generated during this event.

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

NorthWest Fire Velo Announces:

"Firefighters Ride 4 R.I.S.E." August 29th 2019

FFR4R

ffr4r.com to see our story, register & donate

FFR4R 2019 is pedaling from Seattle, WA over 1600 miles and 60,000 feet of climbing through three mountain ranges on route to Colorado Springs, finishing on September 21st at the 2019 IAFF Fallen Firefighter Memorial

- ***Bi-Annual single & multi-day bicycle rides raising money for the Gary Sinise Foundation started by Washington State firefighters in 2017***
- ***Register & create your own fundraising page. Be a huge part of the event!***
- ***In 2017 FFR4R rode 1558 miles and climbed 70,000 feet from Seattle to Los Angeles and raised over $38,000.00 for R.I.S.E. program***
- ***In 2018 we attended the Auburn Veterans Day Parade and hosted The Windy City 150 in Ellensburg, WA raising over $3,000***

All proceeds raised through our events go to the Gary Sinise Foundation's R.I.S.E. program: (Restoring Independence Supporting Empowerment) which provides resources to help severely wounded veterans & first responders reclaim their independence and mobility.

Thank you for your support!

NorthWest FIRE

HOW TO HELP

Make a donation via this page or send your check donation to:

Gary Sinise Foundation

P.O. Box 368

Woodland Hills, CA 91365

Please reference "Firefighters Ride for R.I.S.E.: 2019"

ffr4r.com

For questions or more information contact Rich Smith or Rick Kimmel at:

firefighterrideforrise@gmail.com

Thank you for your support.

XBOX

GARY SINISE FOUNDATION

RESTORING INDEPENDENCE

R·I·S·E

SUPPORTING EMPOWERMENT

Through the *R.I.S.E.* program, the Gary Sinise Foundation is providing mortgage-free specially adapted smart homes, home modifications, mobility devices, and adapted vehicles to America's most severely wounded heroes & their families.

R.I.S.E. was established to provide these heroes and their families with the resources to overcome their new life challenges. The Gary Sinise Foundation is committed to helping our wounded heroes increase their mobility and reclaim their self-reliance.

Donate $100 or more to the Gary Sinise Foundation through ffr4r.com August 30th thru September 21st, 2019 to be eligible for special Gary Sinise Foundation edition Xbox One X console. (valued at $499 USD) Winner will be contacted by the

Gary Sinise Foundation Special Edition Xbox One X Console

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START **PRESENTER**: Darren Brugmann

MEETING DATE: August 5, 2019

SUBJECT: Agreement with Teton County School District for START Bus Shelters Construction

STATEMENT/PURPOSE

START is requesting Council consider the attached *Agreement Regarding Construction of Bus Shelters* (Agreement), the purpose of which is that Teton County School District (TCSD) will construct and maintain bus shelters on the School District's property. The Town will reimburse TCSD from WYDOT Grant Funds for all costs and expenditures of constructing the bus shelters in accordance with the Agreement and the WYDOT Grant Funds.

BACKGROUND/ALTERNATIVES

TCSD students worked collaboratively with START to design the bus shelters on three portions of TCSD property. The designs were approved by both TCSD and START. The locations of the bus shelters are on school property and are already in use as bus stops for the current service provided by START. The bus shelters will provide increased safety for TCSD students commuting to and from school via the START bus system as well as any other general public choosing to use existing bus stop locations. The existing locations are well utilized bus stops within the START system.

Through a 5339 Capital Grant application with WYDOT (which is the direct recipient of Federal Transit Administration funds), the Town/START received funding to construct the three bus shelters. START conducted an Invitation for Quotes (IFQ) in February 2019 and two firms responded, after which West Fork Construction LLC was selected as the most qualified and cost-responsive bidder.

The project is expected to be completed before the beginning of winter season (and the snow flies). It is expected that there will not be interruption of the current START routes or stops during construction.

COMPREHENSIVE PLAN ALIGNMENT

The Bus Stop/Shelter improvements specifically addresses Strategic Plan Element – Transit Facility Improvements identified in the Integrated Transportation Plan (ITP) – the ITP is a product of Principle 7.1 – Meet Future Transportation Demand through the use of alternative modes of the Comprehensive Plan. Specifically, providing more shelters at more bus stops will improve the quality of service and raise the system's visibility.

The START Bus Shelter project will be funded by a WYDOT/FTA grant, implementing Strategy 7.1.e – Coordinate Transportation Network Decisions of the Comprehensive Plan.

STAKEHOLDER ANALYSIS

START Board has approved the request for grant monies which were awarded as well as the location and design of the bus shelters.

TCSD has been actively involved in the planning and development of these bus shelters.

General Public will benefit with the improvement of designated bus stops with shelter from elements.

FISCAL IMPACT
Grant award of $168,000 has been included in the adopted FY2020 capital budget for START.

STAFF IMPACT
The staff impact of this item included negotiation of the Agreement by the Legal Department and will, in the future, require time from the START Director and the Town Finance Department to administer and oversee the grant reimbursement process.

LEGAL REVIEW
The Agreement has been reviewed and approved by the Town Attorney.

ATTACHMENTS
Agreement Regarding Construction of Bus Shelters and its associated Exhibits

RECOMMENDATION
Staff recommends approval of the Agreement as provided herein.

SUGGESTED MOTION
I move to approve the Agreement with the Teton County School District for the construction three (3) Bus Shelters constructed on the School District's property for the utilization of the general public as part of the START system.

AGREEMENT
REGARDING CONSTRUCTION OF START BUS SHELTERS

This Agreement Regarding Construction of Bus Shelters (this "Agreement") is made and entered into to be effective this ___ day of July, 2019 (the "Effective Date") by and between Teton County School District No. 1, State of Wyoming ("TCSD") and the Town of Jackson, Wyoming, a Wyoming municipal corporation (the "Town" and, together with TCSD, the "Parties").

RECITALS:

WHEREAS, TCSD is the lessor of that certain real property located in Jackson, Teton County, Wyoming upon which the Jackson Hole Middle School is located with a street address of 1230 South Park Loop Road, Jackson, Wyoming, which is bordered by South Park Loop Road and Blair Drive, as more specifically shown on Exhibits A-D, attached hereto and incorporated by reference herein. (the "Real Property"); and

WHEREAS, the Town of Jackson administers and operates the South Teton Area Rapid Transit bus system ("START"); and

WHEREAS, TCSD students worked collaboratively with START to design bus shelters to be constructed on a portion of the Real Property (the "Project"), which such designs were approved by both TCSD and START; and

WHEREAS, through a certain grant application to the Wyoming Department of Transportation ("WYDOT"), attached hereto as Exhibit E and incorporated by reference herein, the Town/ START received funding (the "Grant Funds") to construct three (3) bus shelters to be situated on or appurtenant to the Real Property; and

WHEREAS, the bus shelters will be for the benefit of, and used by, TCSD students for the health, safety and welfare of such students while commuting to and from school via the START bus system; and

WHEREAS, TCSD has the authority, pursuant to Wyo. Stat. § 21-3-11(a) (iii) (2018) to "enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or furnishing of services or facilities by or for the school district;" and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties agree that TCSD will construct and maintain bus shelters on the School District's Real Property, and the Town will reimburse TCSD from the Grant Funds for all costs and expenditures of constructing such bus shelters in accordance with the terms and provisions of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Construction and Maintenance. TCSD shall construct the bus shelters in accordance with the plans and specifications which have been approved by the Parties, attached hereto as Exhibit F and incorporated by reference herein, and thereafter maintain the bus shelters.

2. Contracting and Ordering of Materials. TCSD shall be responsible for, and have the authority to, order all materials and equipment necessary to complete in the Project in its sole and absolute discretion. TCSD shall have the authority to enter into any and all contracts or subcontracts necessary for completion of the Project in its sole and absolute discretion. The Town shall reimburse TCSD upon receipt of the Grant Funds for such labor and materials up to a maximum amount of $168,000, as more specifically set forth in Paragraph 4 herein.

3. Construction Timeline. TCSD anticipates that construction of the bus shelters will begin on or around August 1, 2019 and be completed by October 31, 2019 (the "Term").

4. Voucher Applications. TCSD shall submit to the Town a or multiple voucher application(s) with the cost of the labor and materials for the Project expended to date. The Town shall pay the voucher within thirty (30) days of receipt of the Grant Funds.

5. TCSD's Representations and Warranties. TCSD represents and warrants the following:

a. It has sole responsibility for determining the nature and extent of any and all labor, materials and equipment required to construct the bus shelters and complete the Project.

b. It shall observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity at all times during the Term of this Agreement and in performing its obligations in construction the Project.

c. It shall observe and comply with all rules, regulations and restrictions imposed by acceptance of the Grant Funds at all times during the Term of this Agreement and in performing its obligations in construction the Project.

d. It shall perform construction consistent with those usual customary standards of professional care, skill, and diligence which are, at the time of performances of services under the Agreement, customary in the industry and commonly followed by those performing the same or similar services in the industry.

e. It acknowledges that it has full responsibility for the acts of its employees and the employees of its sub-contractors, consultants or other service providers.

f. If a WYDOT, federal, or any review or audit of the Grant Funds determines improper use of the funds, TCSD will pay any penalties, fines, interest, or refunds back to WYDOT, as more specifically set forth in Exhibit E.

6. Town's Representations and Warranties. The Town represents and warrants the following:

a. It will earmark and hold the Grant Funds in escrow on behalf of TCSD and use such funds solely for construction of the Project and for no other purposes.

b. It will not withhold the Grant Funds as reimbursement to TCSD unless TCSD is in breach of its obligation to construct the bus shelters as set forth herein.

c. It will pay TCSD for voucher applications submitted in a timely manner.

d. It shall observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity at all times during the Term of this Agreement and in performing all services during the Term of this Agreement.

e. It shall observe and comply with all rules, regulations and restrictions imposed by acceptance of the Grant Funds at all times during the Term of this Agreement and in performing its obligations in construction the Project.

7. Termination. This Agreement shall expire at the end of the Term. In addition, this Agreement may be terminated upon material breach of this Agreement by either party if such breach remains uncured for a period of thirty (30) days after notice of breach is mailed to the other party.

8. No Additional Rights. Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).

9. No Waiver of Immunity. Notwithstanding anything herein to the contrary, neither the Town or TCSD does not waive or limit, in any manner or purpose, any governmental immunity or the protections and limitations provided to it by law.

10. General Contract Provisions. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplemental modifications or amendments to this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If

any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If either party is required to bring legal action to enforce the terms and provisions of this Agreement, whether or not litigation is filed, then the prevailing party shall be entitled to its fees and costs, including reasonable attorney's fees. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but both of which shall constitute the same instrument. This Agreement may be executed by electronic signature or other convenient means. This Agreement shall be construed in accordance with the laws of the State of Wyoming.

TETON COUNTY SCHOOL DISTRICT NO. 1,
STATE OF WYOMING

By: _____
Elizabeth P. Carlin, Chair
Board of Trustees

Attest:

By: _____
Its:

TOWN OF JACKSON, WYOMING,
A MUNICIPAL CORPORATION

By: _____
Pete Muldoon
Its Mayor

Attest:

By: _____
Sandra P. Birdyshaw
Town Clerk

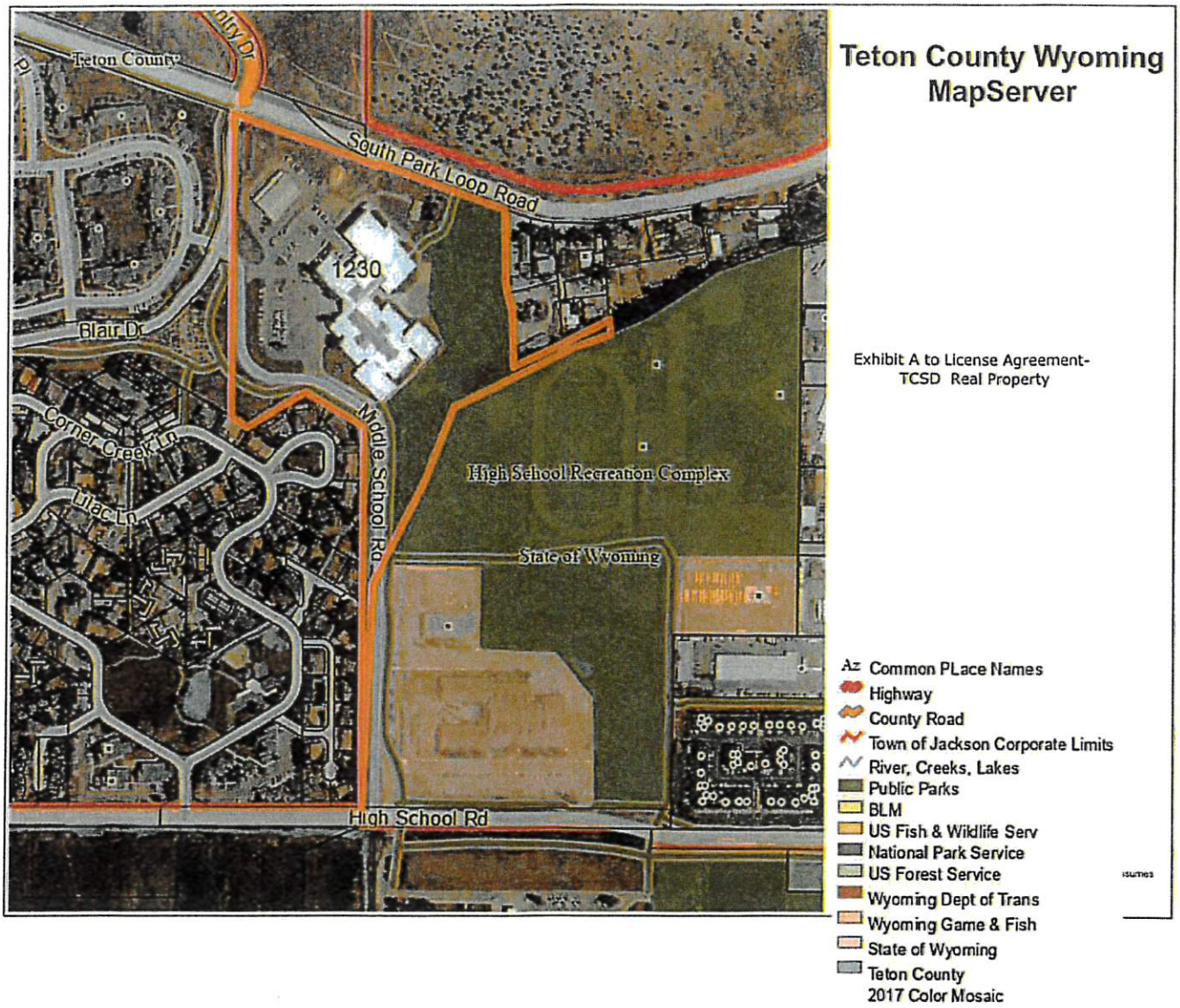
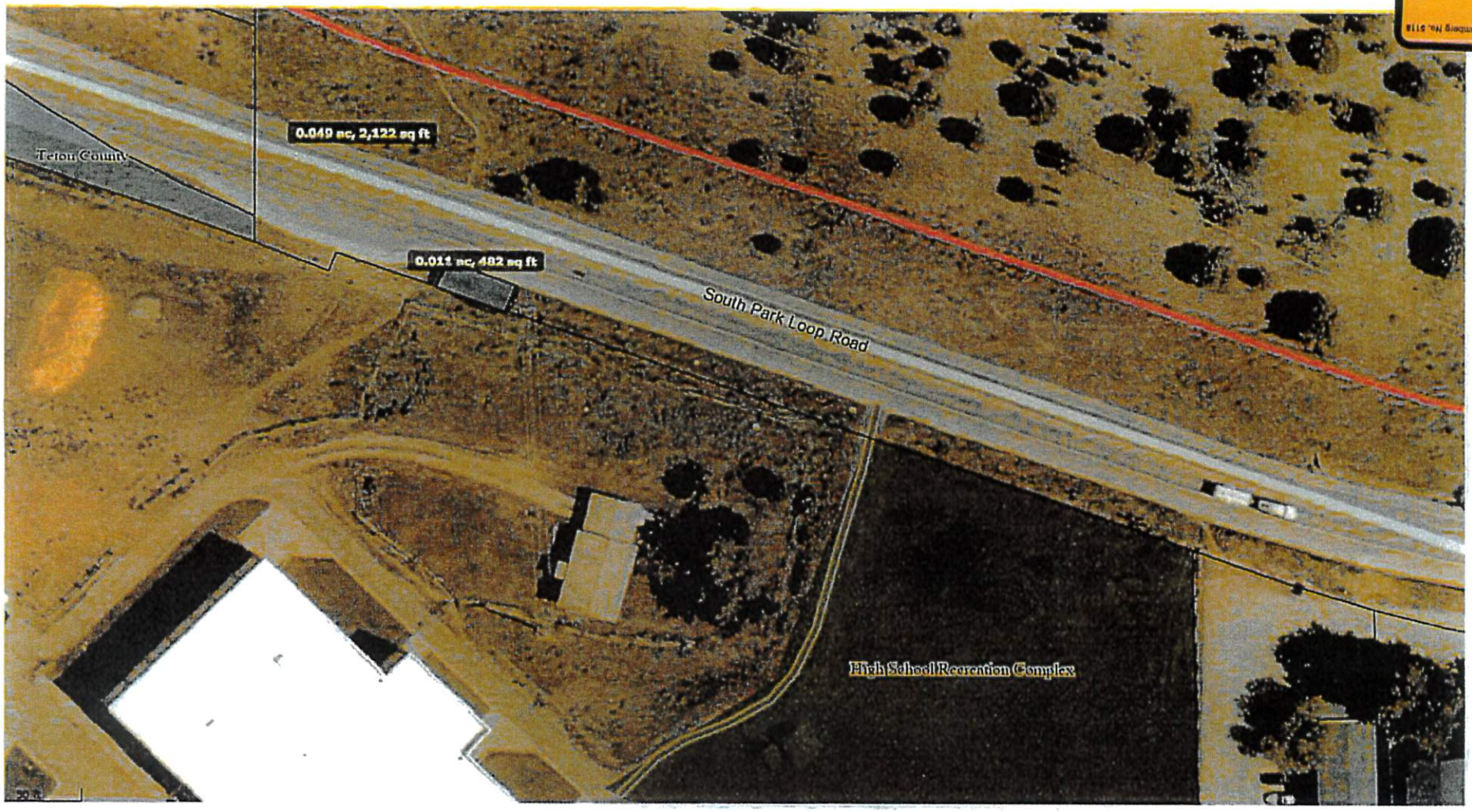

Teton County Wyoming
MapServer
Exhibit A to License Agreement-
TCSD Real Property
Teton County
South Park Loop Road
1230
Blair Dr
Corner Creek Ln
Lilac Ln
Middle School Rd
High School Recreation Complex
State of Wyoming
High School Rd
Common PLace Names
Highway
County Road
Town of Jackson Corporate Limits
River, Creeks, Lakes
Public Parks
BLM
US Fish & Wildlife Serv
National Park Service
US Forest Service
Wyoming Dept of Trans
Wyoming Game & Fish
State of Wyoming
Teton County
2017 Color Mosaic

EXHIBIT
A

Bus Shelter Site #2 V-2 SPLR

EXHIBIT B

Numbers No. 3118



Shelter site #2 V-3 5/23/19

EXHIBIT
C
Bumberg No. 5118

Bus Shelter site #1 - JHHS / CES

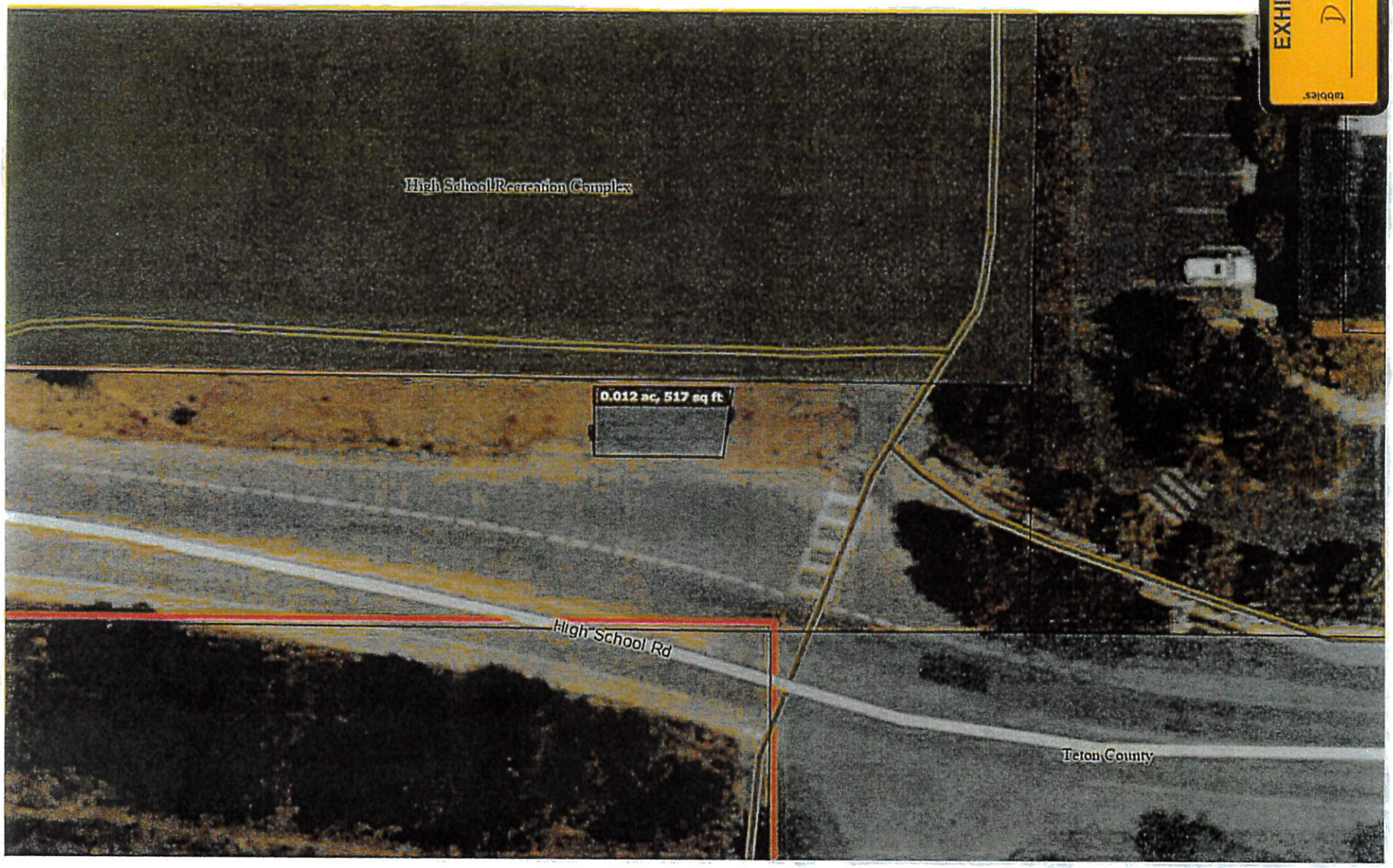


EXHIBIT
D
tabbies

WYOMING RURAL PUBLIC TRANSIT PROGRAM FY 2019
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
SOUTHERN TETON AREA RAPID TRANSIT

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: Southern Teton Area Rapid Transit

Subrecipient DUNS: 137683533

CFDA No.: 20.526

CFDA Title: Bus and Bus Facilities Formula Program

Federal Award Identification Number (FAIN): TBD

Federal Award Date: TBD

Federal Award this Agreement: $168,000.00

Total Federal Award to Subrecipient: $168,000.00

Total Federal Award for FAIN: TBD

Awarding Federal Agency: Federal Transit Administration

Pass-through Agency: Wyoming Department of Transportation (WYDOT)

Federal Transit Administration: Melanie Choquette
Telephone: (303) 362-2388
Email: melanie.choquette@dot.gov

WYDOT Program Mgr.: Rob Rodriguez
Telephone: 307-777-4181
Email: robert.rodriguez1@wyo.gov

WYDOT Contact for Confirmation of Funds: Barbara MacKenzie
Telephone: (307) 777-4039
Email: barbara.mackenzie@wyo.gov

Indirect Cost Rate (ICAP): N/A

Project Name: Purchase Bus Shelters

Recipient County: Teton

Agreement No.: 5339-19-FTA-60

Project No.: FT19060

Total Project Budget: $210,000.00

EXHIBIT
tabbies
E

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, WY 82009, and the Southern Teton Area Rapid Transit (Recipient), whose address is 55 Karns Meadows Dr, Jackson, WY 83001, and acting by and through Darren Brugmann, Director, its duly authorized representative.

2. **Purpose.** This is a subaward of federal financial assistance from the WYDOT to the Recipient. The purpose of this Agreement is to provide for the undertaking of purchasing Bus Shelters (Project) by the Recipient and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

   WYDOT has been approved by Wyo. Stat. § 24-15-102 to administer these program funds in accordance with guidelines of the WYDOT State Management Plan and the Master Agreement with the Federal Transit Administration (FTA). This Agreement is also subject to all the Certifications and Assurances required by the FTA.

   WYDOT and the Recipient desire to secure and utilize grant funds for the public transportation needs in small urban and rural areas in the State of Wyoming.

3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until September 30, 2021. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Recipient agree as to the following General Conditions**

   A. **Project Scope.** The Recipient shall undertake and complete the Project as described in its application, herewith incorporated by reference, filed with and approved by WYDOT in accordance with the terms and conditions of this Agreement.

      (i) purchasing Bus Shelters

   B. **Project Allocation.** The total project allocation is Two Hundred Ten Thousand Dollars and No Cents ($210,000.00), comprised of One Hundred Sixty Eight Thousand Dollars and No Cents ($168,000.00) Federal, and Forty Two Thousand Dollars and No Cents ($42,000.00) Local Funding. These funds shall be borne in the manner described in the notification Award Letter included as Attachment

"A", which is attached to and incorporated into this Agreement by this reference. The Recipient agrees that it will provide from local and unrestricted Federal funds, monies in the amount sufficient together with the Grant to assure payment of the actual Project costs. The Recipient's eligible costs incurred shall be reimbursed on an approved WYDOT reimbursement request form. WYDOT reserves the right to request support documentation for any and all submittals. For Vehicle Capital purchases, WYDOT will need the following for reimbursement: Copy of vendor invoice, copy of Recipient check paying vendor for vehicle, completed Compliance Certification Attachment "B", which is attached to and incorporated into this Agreement by this reference, and copy of the vehicle title with "WYDOT Grant Restricted" printed per Continuing Control Acknowledgement Attachment "C", which is attached to and incorporated into this Agreement by this reference. WYDOT will reimburse those eligible costs based on the program guidelines for the item categories and its appropriate reimbursement ratio. Requests for reimbursement may be submitted upon delivery of the items specified in this Agreement. Final invoices for payment will be accepted by WYDOT no later than forty-five (45) days from the expiration date of the Agreement as outlined in Section 3 above. The basis for reimbursement shall be **Capital: Federal eighty percent (80%) and Local twenty percent (20%) for this Agreement**. The Recipient shall initiate and prosecute to completion all actions necessary to enable the Recipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. The Receipt shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

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

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). WYDOT requires quarterly reporting of ridership and inventory updates for all Recipients of vehicle Agreements. The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal

Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf
and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

C. **Purchase of Project Equipment.** The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by WYDOT on behalf of the Recipient or with prior WYDOT approval in accordance with the procedures established by WYDOT. Purchases of over one thousand dollars ($1,000.00) using Federal or State funds will be subject to approval of WYDOT in accordance with established procedures.

D. **Title to Project Equipment.** Title to Project Equipment shall be in the name of the Recipient subject to the restrictions on use and disposition of the Project Equipment set forth herein. The following notification shall be typed on the face of the title document of each vehicle by the County Clerk: "WYDOT Grant – Restricted." It is the responsibility of the Recipient to ensure the County Clerk is notified of this requirement per Attachment "C".

E. **Use of Project Equipment.** The Recipient agrees that the Project Equipment, and/or facilities, shall be used for the purpose for which it was acquired, as long as it is needed in the Project. If the Project Equipment is no longer needed, or cannot be used for the intended purpose, prior to selling or otherwise disposing of the Project Equipment, the Recipient shall immediately notify WYDOT. Before selling or otherwise disposing of the Project Equipment, the Recipient must receive a notification from WYDOT allowing the sale or disposal. The Recipient shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the Federal interest in any Project Equipment, nor shall it obligate itself in any other manner, with any third party with respect to the Project Equipment, unless such lease, pledge, mortgage, lien, contract, or other obligation is either in conformance with the standards of FTA guidelines or is otherwise expressly authorized in writing by WYDOT; nor shall the Recipient or any other organization that obtains facilities or equipment through this Grant, by any act or omission of any kind, impair its continuing control over the use of Project Equipment. The Recipient shall maintain satisfactory records with regard to the use of the property and submit to WYDOT upon request such information as is required in order to assure compliance with this section. The Recipient shall immediately notify WYDOT in all cases where Project Equipment is used in a

manner substantially different from that described in the Project description. The Recipient shall maintain an amount and form satisfactory to WYDOT such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use. During the period of contract performance, the Recipient shall maintain the Project Equipment at a high level of cleanliness, safety and mechanical soundness. The Recipient shall maintain equipment in accordance to their WYDOT approved Maintenance Plan adopted by its Board or Governing Body and on file with WYDOT. WYDOT and the FTA shall have the right to monitor maintenance records in order to confirm that proper upkeep has been conducted pursuant to this section.

F. **Prohibited Interest.** No member, officer or employee of the Recipient during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

G. **Restrictions, Prohibitions, Controls and Labor Provisions**

(i) Equal Employment Opportunity. In connection with carrying out of the Project, the Recipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Recipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(ii) Disadvantaged Business Enterprise (DBE) Requirements.

1. Policy. It is the policy of WYDOT that disadvantaged business enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.

2. DBE Obligation. The Recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all Recipients

shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Recipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted contracts.

(iii) Title VI Civil Rights Act of 1964. The Recipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Recipient pursuant thereto.

(iv) Compliance with Elderly and Disabled Regulations. The Recipient shall comply with applicable regulations regarding transportation for Elderly and Disabled person, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

(v) The Recipient agrees that 49 U.S.C. § 5333 – Labor standards applies to this Agreement. The Certifications and Warranties are available from the FTA and WYDOT upon request and are incorporated by reference into this Agreement. Below is a brief summary of the requirements as well as program applicability.

1. Prevailing Wage Requirements. Construction work financed in whole or part by the FTA shall require the provisions of Davis-Bacon Apply.

2. Employee Protective Arrangements. As a condition of 49 U.S.C. §§ 5307-5312, 5337 and/or 5339 employers are required to provide workers with basic protections as required by the Department of Labor. This includes the Special Warranty; details can be found on the Department of Labor's website at http://www.dol.gov/olms/regs/compliance/compltransit.htm or may be obtained by contacting the Department at (202) 693-0126.

   An employer who receives Federal mass transit funds must protect all covered mass transit employees affected by the use of the Federal money. The Department of Labor must approve the arrangements made to protect these employees. For covered employees the arrangements include:

   (a) preserving their rights and benefits;
   (b) continuing their collective bargaining rights;

(c) protecting them against a worsening of their employment conditions;

(d) assuring jobs for employees of acquired mass transit systems;

(e) providing priority of reemployment if the employee is laid off or his job is eliminated; and

(f) providing paid training.

H. Motor Vehicle Safety

(i) Motor Vehicle Safety Standards. The motor vehicles will comply with the Motor Vehicle Safety Standards and Pollution requirements as established by the United States Department of Transportation.

(ii) Motor Vehicle Requirements. When new motor vehicles are purchased, there shall be obtained from each vendor a certification in writing that: "The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment."

I. Nondiscrimination On The Basis of Disability - 504 Regulations

(i) The Recipient shall ensure to WYDOT that persons with disabilities and groups representing them have had adequate notice of and opportunity to comment on the present and proposed plans for providing transportation to disabled persons unable to use general public service.

(ii) The Recipient must certify to WYDOT that special efforts are being made to provide transportation to eligible disabled persons. This service must be reasonable in cost, meet a significant fraction for such transportation needs, and be provided within a reasonable time.

(iii) The Recipient is to submit a status report to WYDOT (updated every three years). The report must include:

1. A description of the service to the disabled, as compared to the general public service.
2. Copies or a summary of the comments received in response to the opportunity to comment.
3. A statement of any plans to significantly modify the services.
4. A statement of the resources devoted to the disabled service.

J. **Safety Jurisdiction.** FTA requires that all Recipients operate their service in a safe manner and not allow any conditions to develop that "create a serious hazard of death or injury."

Safety Training Classes are a mandated requirement of the Safety Jurisdiction clause. Driver Safety and Passenger Assistance Training (TSI) or equal approved training, ADA compliance training, and other technical training programs are required on a regular basis (as specified by the State Management Plan). The Wyoming Public Transportation Association (WYTRANS) may charge reasonable fees for the training. WYTRANS shall record all such program income, attendance (names and agencies) and costs. WYTRANS shall maintain records and files of this training information. The Recipient shall maintain independent employee training records for their file as well. The Recipient shall notify WYTRANS of any employee needed training to keep current with the requirements of this section. If safety violations are found and a Recipient fails to correct them, or comply with the training mandate, further financial assistance may be withheld.

K. **Emergency Management.** All Recipients are required by WYDOT to cooperate and coordinate with Emergency Management agencies in their area during natural or man-made disasters. All FTA vehicles shall be used to transport people and/or equipment as directed by WYDOT. All Recipients shall use their communication equipment to insure timely evacuation of elderly and disabled people in their area.

L. **Records and Reports**

(i) Establishment and Maintenance of Accounting Records. The Recipient shall establish and maintain, in accordance with requirements established by WYDOT, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(ii) Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of WYDOT. Copies and/or supporting documentation of such invoices, contracts or vouchers may be included with monthly billing statements to cover all charges submitted for payment. The original documentation should be maintained by the Recipient in the Project file and must be available to WYDOT upon request.

(iii) Checks, Orders and Vouchers. Any check or order drawn by the Recipient with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Recipient stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other such documents.

(iv) Reports. The Recipient shall advise WYDOT regarding the progress of the Project at such times and in such manner as WYDOT may require, including, but not limited to meetings and interim reports. The Recipient shall submit, accompanying the monthly reimbursement report, ridership data reports on approved WYDOT forms. Requests for reimbursement will not be processed for payment by WYDOT without a completed ridership data for the period of the reimbursement request. The Recipient shall submit to WYDOT, or its authorized representatives, an inventory of all vehicles, facilities, and equipment purchased by the Recipient as part of the Project, all transportation services rendered by the Recipient by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Recipient shall also permit the above-named persons to examine the books, records and accounts of the Recipient pertaining to the Project. If the Recipient has an audit performed for their own purposes, the Recipient agrees to provide WYDOT with a copy of such audit report. The Recipient shall keep records and audit reports on file for three years after the close of their fiscal year.

M. **Required Clauses.** The Recipient shall include in all subcontracts and entered into pursuant to this Agreement all of the above required clauses and those federal clauses included in Attachment "D", which is attached to and incorporated into this Agreement by this reference. In addition, the following required provision shall be included in any advertisement of invitation to bid for any procurement under this Agreement: "Statement of Financial Assistance. This Agreement is subject to a financial assistance contract between WYDOT and the Federal Transit Administration."

5. **Special Provisions**

A. **Assumption of Risk.** The Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Recipient's

failure to comply with state or federal requirements. WYDOT shall notify the Recipient of any state or federal determination of noncompliance.

B. **Conflict of Interest.** Per 2 CFR 200.112, the Recipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

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

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

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

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

(iii) Uses forced labor in the performance of the award or subawards under the award.

E. **Kickbacks.** The Recipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Recipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. The Recipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

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

connection with the award of a federal grant, contract, cooperative agreement, or loan. The Recipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Recipient must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment..

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

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

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

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

L. **Suspension and Debarment.** By signing this Agreement, Recipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Recipient agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

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

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

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

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

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

6. **General Provisions**

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

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

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

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

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

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

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

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

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

I. **Entirety of Agreement.** This Agreement, consisting of nineteen (19) pages; Attachment "A", Award Letter, consisting of one (1) page; Attachment "B", Compliance Certification, consisting of six (6) pages; Attachment "C", Continuing Control Acknowledgement, consisting of one (1) page; and Attachment "D", Federally Required Clauses, consisting of seven (7) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

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

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

herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

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

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

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

O. **Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and

shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

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

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

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

S. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by

entering into this Agreement and the Recipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

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

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

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

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

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

BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Recipient of an originally signed counterpart of this Agreement by facsimile

or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Alyi Goldman #185103 — 7/31/18

Alysia Goldman, Assistant Attorney General — Date:

SOUTHERN TETON AREA RAPID TRANSIT:

Name

TOJ TRANSIT DIRECTOR — 9-7-2018

Title — Date:

WYOMING DEPARTMENT OF TRANSPORTATION:

Keith R Fulton — 9-25-18

Keith R. Fulton, P.E. Assistant Chief Engineer – Planning and Engineering — Date:

ATTEST:

Sandra J. Scott — 9/25/18

Sandra J. Scott, Secretary
Transportation Commission of Wyoming — Date:

Date Prepared: 7/10/2018

Matthew H. Mead
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340

William T. Panos
Director

7/10/2018

Southern Teton Area Rapid Transit
Attention: Darren Brugmann, Director
55 Karns Meadows Dr
Jackson, WY 83001

RE: Fiscal Year 2019 Capital Assistance Program for Bus and Bus Facilities Formula Program – Federal Funding

Dear Darren,

Attached herewith, you will find your Fiscal Year 2019 Capital Assistance Program for Bus and Bus Facilities Formula Program Agreement for the benefit of the Southern Teton Area Rapid Transit. This award is for the Purchase Bus Shelters project.

Federal	Local Match	Total
$168,000.00	**$42,000.00**	**$210,000.00**

The total Federal contribution is $168,000.00 of Capital Assistance Program for Bus and Bus Facilities Formula Program. The total project allocation is $210,000.00 with the combined $168,000.00 Federal and $42,000.00 Local contribution. In awarding FY2019 budgets, WYDOT-LGC considered ridership, expenditures of past budgets and the agencies participation in the Coordinated Transit Planning process. **FOR FY2019, ANY BILL NOT RECEIVED WITHIN 45 DAYS OF THE END OF THE QUARTER WILL NOT BE PAID.** Contact this office if circumstances prevent you from meeting this requirement. It is still preferred to bill monthly for record keeping and reporting purposes.

Please be sure to sign the original Agreements and attachments as appropriate. Also, if a signed copy of the Authorizing Resolution is not in our office, be sure to forward this to our office prior to billing for FY2019. **When the FY2019 Certifications & Assurances are available, they will be sent out for signature. We will return copies of the information to you when all signatures are received.**

Thank you in advance for your assistance, we look forward to working with you throughout the coming Fiscal Year.

Sincerely,

Robert Rodriguez
Local Government Coordination

Enclosure

Wyoming Department of Transportation
Pre-Award FMVSS Compliance Certification
Pre-Award Buy America Compliance Certification
Pre-Award Purchasers Requirements Certifications
Post Delivery- Purchaser's Requirements Certification
Post Delivery- FMVSS Compliance Certification
Post Delivery- Visual Inspection and Road Test Sheets

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ _____(the recipient) certifies that it received, at the pre-award stage, a copy of_____ _____'s (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____Title: _____

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ _____(the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____ _____(the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient □ , or its appointed analyst □ _____ _____ _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Signature: _____Title: _____

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B,

_____

_____(the recipient) certifies that the buses to be purchased,

_____

_____(number and description of buses) from

_____

_____(the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: _____

Signature:_____ Title: _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, after visually inspecting and road testing the contract buses,
(the recipient) certifies that the buses,

_____

_____

_____

(number and description of buses) from

_____

_____(the manufacturer), meet the contract specifications.

Date: _____

Signature: _____Title: _____

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____
_____(the recipient) certifies that it received, at the post-delivery stage, a copy of _____
's (the manufacturer) self-certification information stating that the buses,

_____

_____(number and description of buses), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date: _____

Signature:_____ Title: _____

WYDOT VISUAL INSPECTION SHEET

Guide for Inspection:

The following items should be inspected

on every coach of each order.

Coach Manufacturer: _____

Coach Number: _____

Test Location: _____

Item	Requirement	Inspection Instruction	Result	Inspector/ Date	Remarks/ Notes
Curb Weight	Maximum curb Weight of ___ lb.	Measure on certified scale	Weight _____		
FMVSS Stickers	Affixed to vehicle.	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces & paint	Visually inspect all surfaces for flaws	Pass/Fail		
Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening Time of _____ sec.	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts.	Pass/Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass/Fail		

Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and Performance	Operate AC, check compressor, condensor, flow, and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		
Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit.	Pass/Fail		

WYDOT Road Test Sheet

Guide for Inspection:
The following items should be inspected on every coach of each order.

Coach Manufacturer: _____

Coach Number: _____

Test Location: _____

Item	Requirement	Inspection Instruction	Result	Inspector/Date	Remarks/Notes
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low _____ Fast _____ High _____		
Service Brakes	Stopping Distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed _____ at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	_____ rate from 0 to _____ mph	Verify acceleration on smooth road	Pass/Fail		

Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass/Fail		
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int. _____ Amb. _____		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake interlocks with door open	Pass/Fail		
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

Attachment "C"

CONTINUING CONTROL ACKNOWLEDGEMENT

The Southern Teton Area Rapid Transit is purchasing a vehicle(s) for use in its Transportation Program with a grant from the Wyoming Department of Transportation (WYDOT) using Federal Transit Administration (FTA) pass through funding. As a condition of this grant agreement with WYDOT, the Southern Teton Area Rapid Transit understands that the vehicle must be used in the manner described in the grant agreement and that this vehicle(s) has a minimum useful life. Additional details for the vehicle use, disposal and useful life can be found in the *Use of Project Equipment* section of the grant agreement and the *State Management Plan.* Signing below indicates that you acknowledge and understand these requirements and will present this form to your respective County Clerk during vehicle licensing.

By: _____

Signature

_____

Printed Name and Title

Southern Teton Area Rapid Transit

_____

Date

Vehicles purchased all or in part with federal and/or state funds through the WYDOT and the FTA cannot be used as collateral or traded without the express permission in writing from WYDOT. During the useful life of the vehicle(s), the Southern Teton Area Rapid Transit and the WYDOT must certify to the FTA that the vehicle is being maintained and used in accordance with the grant agreement. The Southern Teton Area Rapid Transit shall present a copy of this form to the Teton County Clerk along with the title paperwork when licensing the vehicle to ensure the appropriate steps are taken to ensure the continuing control of federally funded assets.

TO: TETON COUNTY CLERK

To be in compliance with the FTA and the WYDOT for grant funding, the statement below should be conveyed on the face of the vehicle title. It is the Southern Teton Area Rapid Transit responsibility to advise title issuing agencies a vehicle was purchased with funding.

Please place the following statement in a conspicuous place on the face of the title for this vehicle(s):

"WYDOT Grant – Restricted"

These Federal clauses must be attached to any contract, bid, proposal, etc., you, as a third-party contractor to which you are a part:

FLY AMERICA REQUIREMENTS: 49 U.S.C. § 40118 – 41 CFR Parts 301-10

Applicability: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., when the FTA will participate in the costs of such air transportation.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate or compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

BUY AMERICA REQUIREMENTS: 49 U.S.C. 5323(j) – 49 CFR Part 661

Applicability: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CARGO PREFERENCE REQUIREMENTS: 46 U.S.C. 1241 – 46 CFR Parts 381

Applicability: Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference – Use of United States-Flag Vessels: The Contractor agrees to:

1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2) to furnish within 20 working days following the date of loading for shipments originating within the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and
3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION REQUIREMENTS: 42 U.S.C. 6321 et seq. – 49 CFR Part 18

Applicability: Energy conservation requirements are applicable to all contracts.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS: 33 U.S.C. 1251

Applicability: Clean water requirements apply to each contract and subcontract which exceeds $100,000.

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

BUS TESTING: 49 U.S.C. 5323(c) – 49 CFR Part 665

Applicability: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. § 5323(c) and FTA implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

LOBBYING: 49 U.S.C. 1352 – 49 CFR Part 19 – 49 CFR Part 20

Applicability: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ACCESS TO RECORDS: 49 U.S.C. 5325 – 18 CFR 18.36(i) – 49 CFR 633.17

Applicability: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts".

Access to Records. The following access to records requirements apply to this Contract:

1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.
3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4) Where any Purchaser, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of

Transportation and the Comptroller General or any authorized officer of employee of any of them for the purposes of conducting an audit and inspection.

5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference of 49 CFR 18.39(i)(11).

FEDERAL CHANGES: 49 CFR Part 18

Applicability: Federal Changes requirement applies to all contracts.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR: 42 U.S.C. 7401 et seq – 40 CFR 15.61 – 49 CFR Part 18

Applicability: Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: 40 U.S.C. §§ 327-333 (1959) -- 29 C.F.R. § 5 (1995) – 29 C.F.R. § 1926 (1995)

Applicability: Construction Contracts in excess of $100,000.

(These clauses are specifically mandated under DOL regulation 29 C.F.R. § 5.5 and when preparing a construction contract in excess of $2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses. For non-construction contracts, this is the only section required along with the payroll section.)

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) **Withholding for unpaid wages the liquidated damages.** The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 102 non-construction contracts should also have the following provision:

5) **Section 107 (OSHA)**
   i) The Contractor agrees to comply with Section 107 of the Contract Work House and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

   ii) **Subcontracts.** The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed:
   (1) directly on or near the construction site, or
   (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" is the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

NO OBLIGATION TO THIRD PARTIES:
Applicability: Applicable to all contracts.

No Obligation by the Federal Government.

1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: 31 U.S.C. 3801 et seq. – 49 CFR Part 31 – 18 U.S.C. 1001 – 49 U.S.C. 5307
Applicability: Applicable to all contracts.

1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION: 49 U.S.C. Part 18 – FTA Circular 4220.1F
Applicability: All Contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by grantee including the manner by which it will be effected and the basis for settlement.

1) Termination for Convenience – The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to the Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

2) Termination for Default [Breach or Cause] – If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3) Opportunity to Cure – The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

   If Contractor fails to remedy to Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach – In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) Termination for Default [Construction] – If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

   The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

   i) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargos; and
   ii) the Contractor, within ten (10) days from the beginning of any delay, notifies the Recipient in writing of the causes of delay. If in the judgment of the Recipient, the delay is excusable, the time for completing the work shall be extended. The judgment of the Recipient shall be final and conclusive on the parties, but subject to appeal under the Breaches and Disputes Resolution clauses.

   If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): – 49 CFR Part 29 – Executive Order 12549

Applicability: The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by WYDOT and the Recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to WYDOT and the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS: 29 U.S.C. § 623 – 42 U.S.C. § 2000 – 42 U.S.C. § 6102 – 42 U.S.C. § 12112 – 42 U.S.C. § 12132 – 49 U.S.C. § 5332 – 29 CFR Part 1630 – 41 CFR Parts 60 et seq.

Applicability: Civil Rights requirements apply to all contracts.

The following requirements apply to the underlying contract:

1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202, of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2) Equal Employment Opportunity – The following equal opportunity requirements apply to the underlying contract:
   i) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   ii) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   iii) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

REVENUE ROLLING STOCK ACCESSIBILITY

Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

BREACHES AND DISPUTE RESOLUTION: 49 CFR Part 18 – FTA Circular 4220.1F

Applicability: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

1) Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Recipient's Project Sponsor. This decision shall be final and

conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Project Sponsor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Project Sponsor shall be binding upon the Contractor and the Contractor shall abide by the decision.

2) Performance During Dispute. Unless otherwise directed by Recipient, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whole acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
4) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.
5) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISION: 49 CFR Part 26

Applicability: DBE provisions apply to all FTA-assisted contracts.

1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Wyoming Department of Transportation's overall goal for DBE participation in FTA funded projects is 1.03%. A separate contract goal has not **been** established for this procurement.
2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Wyoming Department of Transportation and the Recipient deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
3) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from WYDOT or the Recipient. In addition, the contractor may not hold retainage from its subcontractors.
5) The contractor must promptly notify WYDOT and the Recipient, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of WYDOT and the Recipient.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

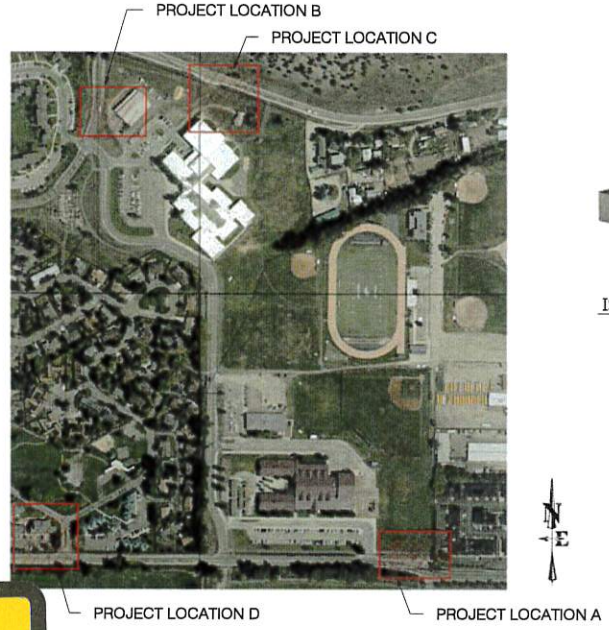
STATE AND LOCAL LAW DISCLAIMER:

Applicability: State and Local Law Disclaimer provisions apply to all contracts.

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

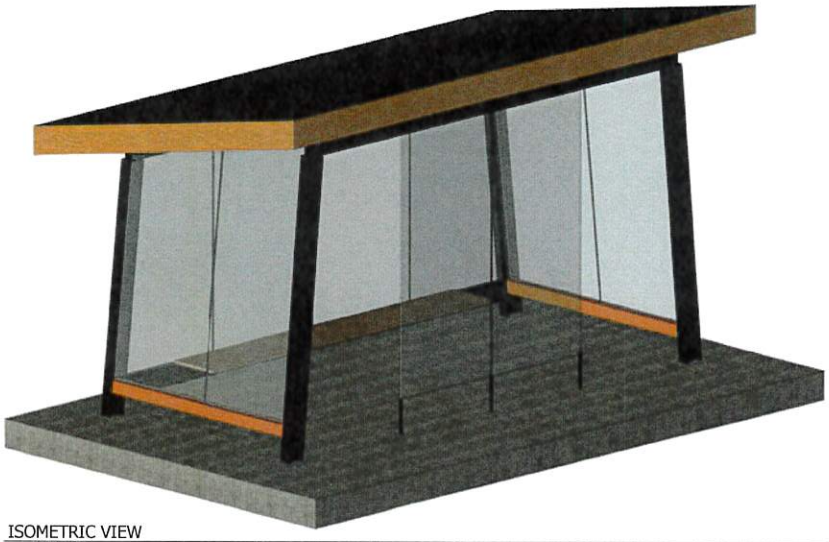
TETON COUNTY SCHOOL DISTRICT - BUS SHELTER

TETON COUNTY, WY



ICINITY MAP

Scale: N.T.S.



ISOMETRIC VIEW

Scale: N.T.S.

DRAWING INDEX

DWG. NO.		DRAWING TITLE
T1.0	-	TITLE SHEET
C1.0	-	PROPOSED SITE LOCATIONS
S1.0	-	GENERAL STRUCTURAL NOTES
S2.0	-	FOUNDATION, LOWER FRAMING, AND ROOF PLAN VIEWS
S3.0	-	SECTIONS AND DETAILS

BUILDING DATA

OWNER:
TETON COUNTY SCHOOL DISTRICT
ATTN JEFF DAUGHERTY

PROJECT ADDRESS:
VARIES: SEE SITE LOCATIONS ON C1.0

BUILDING CODE APPLICABLE:
2015 IBC

NO. OF STORIES:
ONE

FOUNDATION FOOTPRINT:
205 FT²

ROOF FOOTPRINT:
238 FT²

TYPE OF CONSTRUCTION:
TYPE: IV

USE AND OCCUPANCY CLASSIFICATION:
A: USE OF STRUCTURE FOR AWAITING TRANSPORTATION

DATE	1/25/2019	REV.
SURVEYED	-	
ENGINEERED	CMH	
DRAWN	EAW	
CHECKED	CMH	
APPROVED	CMH	

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

DRAWING TITLE
TITLE SHEET

JOB TITLE
TETON COUNTY SCHOOL DISTRICT
BUS SHELTER
TETON COUNTY, WY

DRAWING NO
T1.0

JOB NO
18-025-01

tabbies
EXHIBIT
F

PROJECT LOCATION A - JHHS & CES

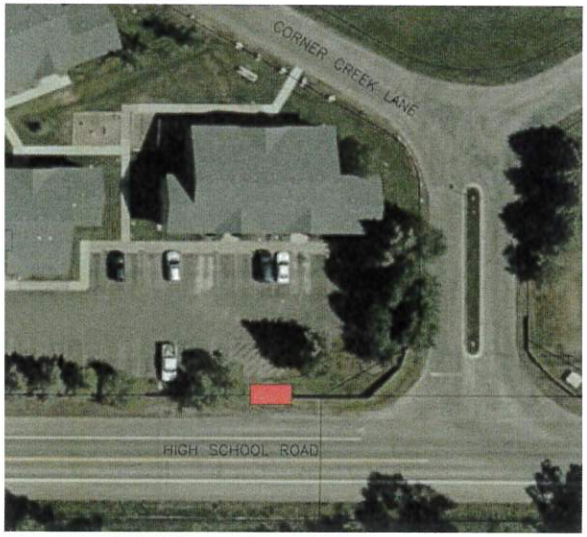
Scale: N.T.S.

PROJECT LOCATION B - BLAIR DRIVE

Scale: N.T.S.

PROJECT LOCATION C - SOUTH PARK LOOP ROAD

Scale: N.T.S.



PROJECT LOCATION D - COTTON WOOD

Scale: N.T.S.

NOTE: "8x16" SHELTER MAY REQUIRE ADDITIONAL PERMITTING OR SMALLER SIZE AS REQUIRED FOR SITE

N E

DATE	1/28/2019
SURVEYED	-
ENGINEERED	CMH
DRAWN	BAW
CHECKED	CMH
APPROVED	CMH

REV:

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

DRAWING TITLE
PROPOSED SITE LOCATIONS

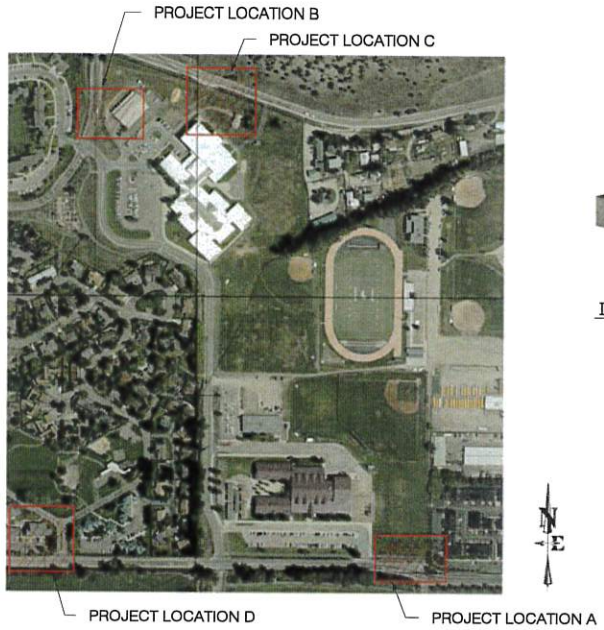
JOB TITLE
TETON COUNTY SCHOOL DISTRICT
BUS SHELTER
TETON COUNTY, WY

DRAWING NO
C1.0

JOB NO
18-025-01

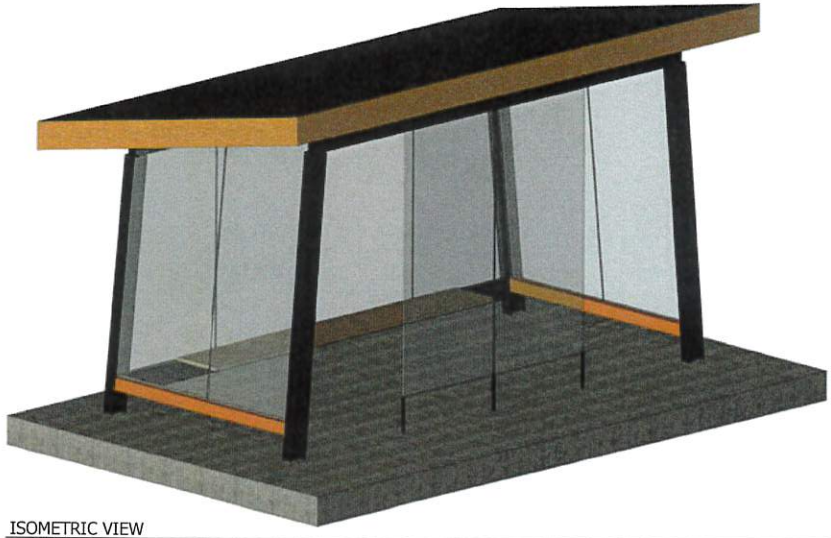
TETON COUNTY SCHOOL DISTRICT - BUS SHELTER

TETON COUNTY, WY



VICINITY MAP

Scale: N.T.S.



ISOMETRIC VIEW

Scale: N.T.S.

DRAWING INDEX

DWG. NO.		DRAWING TITLE
T1.0	-	TITLE SHEET
C1.0	-	PROPOSED SITE LOCATIONS
S1.0	-	GENERAL STRUCTURAL NOTES
S2.0	-	FOUNDATION PLAN, SLAB PLAN, ROOF PLAN AND DETAILS
S3.0	-	SECTIONS AND DETAILS

BUILDING DATA

OWNER:
TETON COUNTY SCHOOL DISTRICT
ATTN JEFF DAUGHERTY

PROJECT ADDRESS:
VARIES: SEE SITE LOCATIONS ON C1.0

BUILDING CODE APPLICABLE:
2015 IBC

NO. OF STORIES:
ONE

FOUNDATION FOOTPRINT:
205 FT^2

ROOF FOOTPRINT:
238 FT^2

TYPE OF CONSTRUCTION:
TYPE: IV

USE AND OCCUPANCY CLASSIFICATION:
A: USE OF STRUCTURE FOR AWAITING TRANSPORTATION

DATE	1/25/2019	REV:
SURVEYED	-	
ENGINEERED	CMH	
DRAWN	EAW	
CHECKED	CMH	
APPROVED	CMH	

NELSON ENGINEERING
P.O. BOX 1569, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
TITLE SHEET

JOB TITLE
TETON COUNTY SCHOOL DISTRICT
BUS SHELTER
TETON COUNTY, WY

DRAWING NO
T1.0

JOB NO
18-025-01

PROJECT LOCATION A - JHHS & CES

Scale: N.T.S.

PROJECT LOCATION B - BLAIR DRIVE

Scale: N.T.S.

PROJECT LOCATION C - SOUTH PARK LOOP ROAD

Scale: N.T.S.

PROJECT LOCATION D - COTTON WOOD

Scale: N.T.S.

NOTE: "8x16" SHELTER MAY REQUIRE ADDITIONAL PERMITTING OR SMALLER SIZE AS REQUIRED FOR SITE

N
E

NELSON ENGINEERING
P.O. BOX 1569, JACKSON WYOMING (307) 733-2087

DATE	1/25/2010	REV.
SURVEYED	-	
ENGINEERED	CMH	
DRAWN	EAW	
CHECKED	CMH	
APPROVED	CMH	

DRAWING TITLE
PROPOSED SITE LOCATIONS

JOB TITLE
TETON COUNTY SCHOOL DISTRICT
BUS SHELTER
TETON COUNTY, WY

DRAWING NO
C1.0

JOB NO
18-025-01

GENERAL STRUCTURAL NOTES

A. DRAWINGS AND SPECIFICATIONS

1. The General Structural Notes apply to structural components of the "TCSD Bus Shelter" to be located at various sites in Teton County, Wyoming.
2. These notes and drawings were prepared for the site described herein. Use of these documents for construction on any other site requires written permission from the Engineer.
3. Contractor shall verify all dimensions and site conditions in the field and coordinate with owner for specific site and model conditions prior to construction.

B. GOVERNING CODES AND REFERENCES

1. International Building Code (IBC), 2015 Edition.
2. Building Code Requirements for Structural Concrete, American Concrete Institute (ACI 318-14).
3. Steel Construction Manual, Fourteenth Edition, American Institute of Steel Construction (AISC).
4. National Design Specifications (NDS) for Wood Construction, 2015 Edition.
5. Minimum Design Loads for Buildings and other structures, (ASCE 7-10)
6. Concrete Reinforcing Steel Institute (CRSI), Manual of Standard Practice.

C. DESIGN CRITERIA

1. Ground Snow Load: (Max.) 120 psf; Ce: 1.0; Ct: 1.2; Cs: 1.0; Is: 1.0
2. Roof Snow Load (Max.): 100.8 psf
3. Roof Dead Load: 15 psf
4. Wind: Vult: 115 mph, Exposure C; Risk Category II
5. Seismic Parameters (Max.): Lat: 43.5870°; Long.: -110.6275°; Site Class D "Stiff Soil"; Ss: 1.543; S1: 0.52; Sds: 1.029; Sd1: 0.52; Design Category: D; Risk Category: II; Ie: 1.0; R: 3.5; Ω: 3; Cd: 4; Cs: 0.294; V=Cs*W
6. Allowable Soil Bearing Pressure: 1,500 psf (assumed), Owner responsible for verification by a Geotechnical Engineer registered in the State of Wyoming.

D. FOUNDATION NOTES

1. Excavations for foundations shall be inspected by a Geotechnical Engineer to verify allowable soil bearing pressure, low settlement and swell potential, and to make any additional recommendations, regarding excavations, construction, ground water drainage and other.
2. Fill and backfill should be approved by Geotechnical Engineer, be placed in uniform lifts and compacted to at least 95% of maximum dry density as determined by ASTM D698. Fill shall be placed in 8" maximum lifts.
3. It is the responsibility of the Contractor to provide a safe working condition at underground excavations. All excavations should be laid back to safe slopes or properly shored in accordance with the most recent versions of the OSHA Construction Standards for Excavations.
4. Soils beneath slabs and footings shall be protected from freezing.
5. Drainage shall be provided away from the structure during all phases of construction.
6. Where clay and sand lenses are found at the bottom of the footing elevation, these soils shall be removed until competent cobble and gravel alluvium is revealed. Any soil type encountered at the bottom of the footing excavations other than those of competent cobble and gravel, shall be reviewed by a Geotechnical Engineer.
7. If clay and sand lenses are found during excavation; a Geotechnical Engineer should be notified to verify adequacy of site soils for bearing capacity, to be used for backfill, and for general recommendations to the contractor to protect the soils from moisture is required.
8. Existing subgrade shall be compacted to a depth of 8 inches to 95% of maximum density per ASTM D698 beneath all footings, and all fill below footings.
9. Backfill against shallow foundations; in no case shall the material be greater than 4 inches in diameter and bear directly on or against foundation elements. Placing oversized material against rigid surfaces can damage the structure and interfere with proper compaction.
10. Any excessively loose material or soft spots encountered in the slab subgrade will require over-excavation and backfilling with Structural fill.
11. Exterior Concrete Slabs for foot traffic shall be placed upon the following section from top to bottom - unless otherwise indicated by a Geotechnical Engineer - or Geotechnical Investigation Report: 1) A leveling course mat of 4 inches in thickness composed of a 3/4 inch minus free draining material compacted to a minimum of 95% of maximum density as determined by ASTM D1557; 2) The minimum of 8 inches of native gravel and sand subgrade soils compacted to a minimum of 95% density as determined by ASTM D698. Any fill required to increase the elevation of the slab shall be granular Structural Fill.
12. Any fill material within 2 feet of the slabs must be compacted to a minimum of 95% of the maximum density as determined by ASTM D698.
13. If a Geotechnical Inspection is not provided prior to construction, settlement and movement of the footings and foundation system could occur, which could result in movement of the residence, or settlement into the subgrade. Any movement of the foundation system is not the responsibility of this office, unless a Geotechnical Inspection is provided.
14. If a Geotechnical Engineer is not notified to inspect the subgrades for general recommendations; the footings could settle and not have sufficient bearing - which could result in damage to the structure.
15. Structural fill shall be placed as necessary to achieve footing grade.
16. Isolated boulders at footing grade shall be excavated and removed unless approved by the Geotechnical Engineer.
17. Native site soils may contain moisture sensitive silts and clays that will exhibit undesirable engineering properties when wetted. Every effort shall be made to reduce the infiltration of moisture from rainfall and groundwater into foundation bearing, and slab subgrade soils during construction.

E. CONCRETE

1. Ready-Mixed concrete shall conform to ASTM C 94. Minimum cement content shall be 6 bags (564 pounds) per cubic yard. Cement shall be type IIA. Cement shall conform to ASTM C 150. Aggregates shall conform to ASTM C 33. Mix designs shall be prepared in accordance with ACI 301-10.
2. Submit concrete mix designs at least 15 days prior to performing work.
3. Maximum water cement ratio:
   - 0.5 - Foundations and Slab
4. Maximum Aggregate Size:
   - 1" - Foundations and Slab
5. Construction to be in accordance with ACI 318-14 Testing, Materials, and Construction Requirements.
6. Tolerances for Concrete Construction and Materials shall conform to ACI 117-90
7. Concrete shall conform to ACI 301-10. Concrete shall be air-entrained as follows:
   - 6% "Severe exposure" - Exterior Slabs and Pedestals
   - 5% "Moderate exposure" - Footings
8. Provide minimum concrete strengths as follows:
   - 4000 psi @ 28 days
9. No admixtures without approval. Admixtures containing chlorides shall not be used. Concrete shall not be in contact with aluminum.
10. When the mean daily temperature is expected to or has dropped below 40 degrees (F) for three or more successive days, the contractor shall comply with the provisions of ACI 306R-88 "Cold Weather Concreting". Also reference chapter 12 of Portland Cement Association publication "Design and Control of Concrete Mixtures".
11. Joint placement not as shown on the drawings shall have prior written approval of the engineer.
12. Forms shall be inspected and approved by the engineer prior to the placing of concrete.
13. Concrete surfaces shall be finished in accordance with ACI302.1R-"Concrete Floor and Slab Construction", as follows:
    a. Exterior Slabs: "Class 2 and 3"
    b. Provide a broom finish, stamped finish, and/or a Anti-skid additive to a concrete sealer on finish slab for a non-slip surface.
14. Mechanically vibrate all concrete when placed.
15. Wait a minimum of 48 hours between all adjacent concrete castings.
16. Minimum strength for removal of bottom forms and shoring shall be 75% of specified strength at 28 days. Wall forms may be removed in 48 hours for minimum 4000 psi concrete.
17. Properly cure all concrete pedestals and exterior slabs with two coats of curing compound or moist curing methods for min 7 days after placement or 70% design strength.
18. Contractor can use a non-shrink grout below column base plates. Non-shrink grout to be a premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in 48 hours and 7000 psi in 28 days.

F. REINFORCING STEEL

1. Concrete Reinforcing Steel shall be new billet steel conforming to ASTM A 615, Grade 60 including all #3 through #10 bars, stirrups and ties.
2. Concrete welded wire fabric reinforcement shall conform to ASTM A 185. Splice length shall be a minimum 12" unless noted otherwise.
3. All reinforcement shall be detailed, fabricated, and placed in accordance with the ACI Detailing Manual (SP-66), the CRSI Manual of Standard Practice, and ACI Standard Tolerances for Concrete Construction and Materials (ACI 117).
4. Cold bending of reinforcing bars is to be limited to bars which have not been previously bent. Bars may be bent only once. Any bend is limited to an interior angle of 90 degrees or greater. Bending tools with the following bending diameters should be used:
   - #3 through #8 bars: 6 x bar diameter
   - #9 through #11 bars: 8 x bar diameter
5. The minimum Concrete Cover over reinforcement shall be as follows unless noted otherwise on the drawings:
   a. Concrete cast against and permanently exposed to earth:
      - 3"..... all bar sizes
   b. Concrete exposed to earth or weather:
      - 2"..... #6 thru #18 bars
      - 1-1/2"..... #5 bar and smaller
      - 1-1/2"..... W31 or D31 wire and smaller
   c. Concrete not exposed to weather or in contact with ground:
      - Slabs, walls, joists:
        - 1-1/2"..... #14 and #18 bars
        - 3/4"..... #11 bar and smaller
      - Beams, Columns:
        - 1-1/2"..... Primary reinforcement, ties, stirrups, and spirals
6. All reinforcement shall be continuous unless noted otherwise. Provide bent corner bars (18"x18" unless noted otherwise) to match and lap with horizontal bars at corners and intersection of walls, beams, bond beams and footings. Dowel all vertical wall rebar to foundations. Securely tie all rebar, including dowels, in location before placing concrete or grout. "Stabbing" of bars into poured concrete is not permitted.
7. All reinforcement splice locations are subject to approval. Provide shop drawings for approval by the Engineer prior to fabrication.
8. Development Lengths and Lap Splices shall be in accordance with ACI 318-14. Where splice lengths are not shown on the drawings, the following shall apply:
   - #4 bars 25" — #7 bars 54
   - #5 bars 31" — #8 bars 62"
   - #6 bars 37" — #9 bars 70"
9. Spacings noted for rebar are not to be exceeded. Other tolerances for rebar placement shall conform to ACI 117-90.
10. Securely tie reinforcement in place with double annealed 16 gauge tie wire.
11. Welding of reinforcement is not permitted without approval of the Structural Engineer. Tack welding of reinforcement is prohibited.
12. Precast mortar blocks or ferrous metal chairs, spacers, metal hangers or supporting wires shall be used to securely hold reinforcing bars in position. Metal chairs, bolsters, or other metal that are in contact with the exterior surface of the concrete shall be galvanized. Wood, aluminum or plastic supports shall not be used.

G. STRUCTURAL STEEL

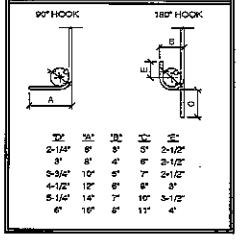
1. Steel materials:
   - W Shapes: ASTM A 992, Fy=50ksi
   - Channels, Angles, Plates: ASTM A 36, Fy=36ksi
   - HSS Tubes: ASTM A500, Fy=46ksi
   - Headed Studs: ASTM A108, Type B
   - Pipes: ASTM A 53, Grade B
   - Anchor Bolts: ASTM A 307
   - Steel to Steel Connection Bolts: ASTM A 325
   - Steel Nuts: ASTM A 563
   - Steel Washers: ASTM A 436
   - Threaded Rods: ASTM A 307 or A 36
2. Structural steel design, fabrication and erection shall conform to the AISC "Code of Standard Practice for Steel Buildings and Bridges" as modified by the structural drawings and/or project specifications.
3. Structural steel shall be fabricated in a plant certified by the AISC as qualified to fabricate Category I - Conventional Steel Structures OR the fabricator shall demonstrate a consistent record of at least 10 successful projects of similar or greater magnitude over the preceding 5 years.
4. Shop drawings shall be submitted including plans, elevations, sections, and details for fabrication and erection of structural steel framing, connections, and accessories.
5. Connections may be welded or bolted unless noted on the drawings.
6. Bolted Connections:
   - ASTM A 325 Bolts at Steel Connections
   - ASTM A 307 Bolts at Wood to Steel Connections
   - ASTM A 307 Bolts at Wood to Wood Connections
   - ASTM A 307 Embedded Anchor Bolts
7. Welded Connections: E70xx
   a. All welding shall be performed in accordance with the American Welding Society "Structural Welding Code - Steel" (AWS D1.1).
   b. Shop drawings shall indicate the type of weld and electrodes required.
   c. All welding personnel shall be qualified in accordance with AWS D1.1, Section 4. Testing performed more than 6 months prior to the start of welding is acceptable, provided written documentation is submitted showing that the welder has continued to use the applicable welding process on an ongoing basis since the last was conducted.
   d. Welding shall be performed in accordance with the appropriate welding procedure specification (WPS) for the joint. All WPSs used by the contractor shall be prequalified per AWS D1.1.
   e. Groove weld preparation details shall be in accordance with AWS D1.1.
   f. Weld tabs shall be in accordance with AWS D1.1, and further, weld tabs shall extend beyond the edge of the joint a distance equal to a minimum of the part thickness, but not less than one inch.
   g. Backing bars shall be in accordance with AWS D1.1, and further, all tack welds attaching backing bars to the steel prior the welding of the joint shall be made within the joint.
   h. Welding inspection procedures shall meet the requirements of the AWS D1.1 and the Quality Assurance Plan.
   i. All Welding Inspectors shall be trained and thoroughly experienced in inspecting welding operations, and qualified in accordance with AWS D1.1. Welding Inspectors shall be Certified Welding Inspectors, or Senior Certified Welding Inspectors, as defined in AWS QC1, "Standard and Guide for Qualification and Certification of Welding Inspectors", latest edition.
   j. Nondestructive testing personnel shall be qualified under either of the American Society for Nondestructive Testing, Inc. (ASNT) documents referred to above.
8. Structural members dependent upon concrete or other structural members for support shall be adequately braced until all the structure is complete.
9. Splicing of steel members is not permitted without approval of the Engineer, unless noted on the drawings.
10. Changes in size or position of structural elements are prohibited unless noted as proposed changes on the shop drawings, and accepted by the Engineer.
11. Fabricate all beams with mill cambers upward.
12. Final bolting or welding of the structure shall not be performed until as much of the structure that will be stiffened thereby has been properly aligned.
13. Minimum plate size shall be 3/8" and minimum bolt size shall be 3/4", unless noted otherwise.
14. All re-entrant corners such as copes and blocks shall be cut and shaped notchfree with a radius of at least 1/2".
15. All steel members shall be given one shop coat of primer and at minimum one coat of approved paint. Surfaces to be field welded or embedded in concrete shall not be painted. Fabricator and contractor to verify with owner for approved paint color.

UNLESS NOTED OTHERWISE, THE REINFORCEMENT DETAILS IN THE FOLLOWING SCHEDULE SHALL APPLY:

MINIMUM REINFORCEMENT LAP SPLICE LENGTHS	
#5 - 19"	#6 - 37"
#4 - 25"	#7 - 54"
#3 - 31"	#8 - 62"

NOTE:
1. WHERE DIFFERENT SIZE BARS ARE LAPPED, USE LARGER BAR LAP LENGTH.

STANDARD HOOK DIMENSIONS



TO"	"A"	"B"	"D"	"E"
2-1/4"	6"	3"	3"	2-1/2"
3"	8"	4"	6"	2-1/2"
3-3/4"	10"	5"	7"	2-1/2"
4-1/2"	12"	6"	8"	3"
5-1/4"	14"	7"	10"	3-1/2"
6"	16"	8"	11"	4"

H. WOOD FRAMING

Unless noted otherwise on the Structural Drawings or Project Specifications, the following wood framing specifications and notes shall apply:

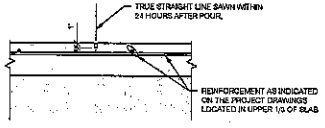
1. Dimensional Framing Lumber:
   - #1 Douglas Fir-Larch (structural roof joists and blocking)
   - Redwood members where exposed directly to weather
2. Plywood Sheathing
   a. Roof sheathing: 19/32" APA rated plywood sheathing. Exposure 1, conforming to PS 1 with a minimum span rating of 40/20. Install with face grain perpendicular to joist span with end joints staggered. Unless noted otherwise, nail roof sheathing as follows:
      - Use 10d Common nails: Shank Size = 0.148", Shank Length = 3"
      - 10d @ 6" o.c. along all panel edges
      - 10d @ 12" o.c. along all intermediate supports
   b. Unless noted otherwise all nails for attaching plywood shall be uninhibited common nails of size shown. Nails for attaching plywood in high humidity, and treated wood locations nails shall be galvanized by hot-dip or tumbled process and shall not be electro-plated.
3. Premanufactured metal wood connectors shall be installed according to manufacturer's recommendations for the maximum load capacity, unless noted otherwise on the drawings.
4. All wood in contact with concrete shall be preservative pressure treated in conformance with the American Wood Preservers' Association AWPA C-1.

I. SHOP DRAWINGS

1. The following shop drawings and calculations when applicable, shall be submitted for approval prior to fabrication and/or installation, as requested or required by the Owner.
   a. Concrete Mix Design
   b. Concrete Reinforcement
   c. Structural Steel and all metal fabrications
2. Shop drawings shall be thoroughly reviewed and approved by the contractor prior to submittal to the Engineer. Shop drawings will be returned for resubmittal if a cursory review reveals significant errors which should have been corrected by the Contractor.
3. Allow 15 days for initial review of each shop drawing and submittal package from date received by Engineer. Allow 15 days for review of all resubmittals from date received.
4. Any resubmittal of a detail sheet with added information shall be accompanied by location plan identifying the members involved, and clouding around added information.
5. Checking of design changes proposed by the Contractor without prior consultation with the Engineer will be at the Contractors expense.
6. Any Engineering/Design submitted for review shall be appropriately sealed by an Engineer licensed in the State of Wyoming.

J. MISCELLANEOUS

1. Changes, omissions or substitutions are not permitted without approval of the Engineer.
2. All materials and workmanship shall conform to the 2015 International Building Code (2015 IBC).
3. Contractor shall verify all dimensions and coordinate openings and embedded items noted on construction documents with the appropriate trades before starting work.
4. It is the sole responsibility of the Contractor to ensure that the structure is temporarily braced in a manner to resist earth, wind, snow, and construction loads or combinations thereof until all supporting structures are in place and concrete is sufficiently cured.
5. Existing conditions of the site and structure are to be thoroughly investigated by the contractor. The contractor shall notify the Engineer of any discrepancies between the site investigation and the contract documents before fabrication and/or construction begins.
6. Contractor shall allow for at least 5 workings days for RFI requests to be reviewed and approved by Engineer.
7. If RFI or RFQ requests are a request for a substitution, that requires a design calculation or a re-design of a system due to a contractors preference, request must be made through the Owner to determine the value of the substitution to the Owner. 5-10 working days shall be allowed for these substitution requests.



TYPICAL SAWCUT DETAIL
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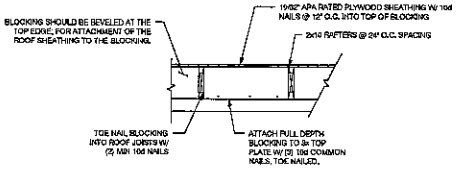

TYPICAL BLOCKING DETAIL
Scale: N.T.S.

STRUCTURAL DRAWING INDEX

S1.0 - GENERAL STRUCTURAL NOTES

S2.0 - FOUNDATION PLAN, SLAB PLAN, ROOF PLAN AND DETAILS

S3.0 - SECTIONS AND DETAILS

STRUCTURAL NOTATION LEGEND

BTM.	BOTTOM	LONG.	LONGITUDINAL
B.O.	BOTTOM OF	O.C.	ON CENTER
B.U.	BUILT UP	O.H.	OVERHANG
CLR	CLEAR	SIM.	SIMILAR
C.L.	CENTERLINE	T.O.	TOP OF
EL.	ELEVATION	TYP.	TYPICAL
E.O.R.	ENGINEER OF RECORD	U.N.O.	UNLESS NOTED OTHERWISE
FDN	FOUNDATION	N.T.S	NOT TO SCALE
FTG	FOOTING	WWF	WELDED WIRE FABRIC
G.L.	GRID LINE		

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P.O. BOX 1569, JACKSON WYOMING (307) 733-2087

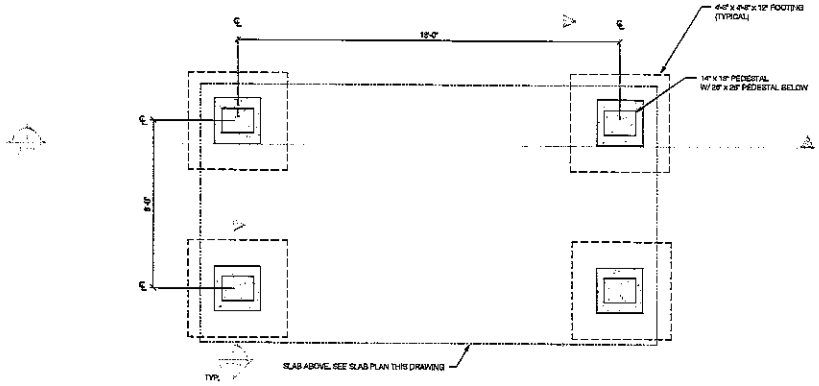
REV.	DATE	1/6/2016
	SURVEYED	
	ENGINEERED	CMH
	DRAWN	EKW
	CHECKED	CMH
	APPROVED	CMH

DRAWING TITLE: GENERAL STRUCTURAL NOTES

JOB TITLE: TETON COUNTY SCHOOL DISTRICT BUS SHELTER TETON COUNTY, WY

DRAWING NO: S1.0

JOB NO: 15-026-01



FOUNDATION PLAN
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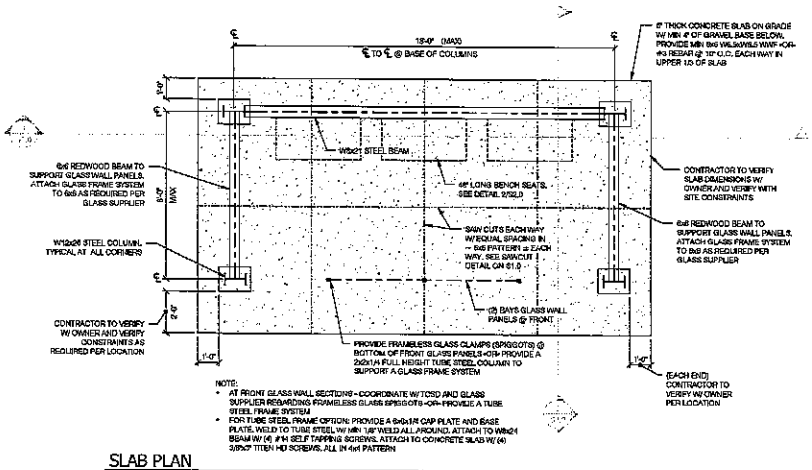

SLAB PLAN
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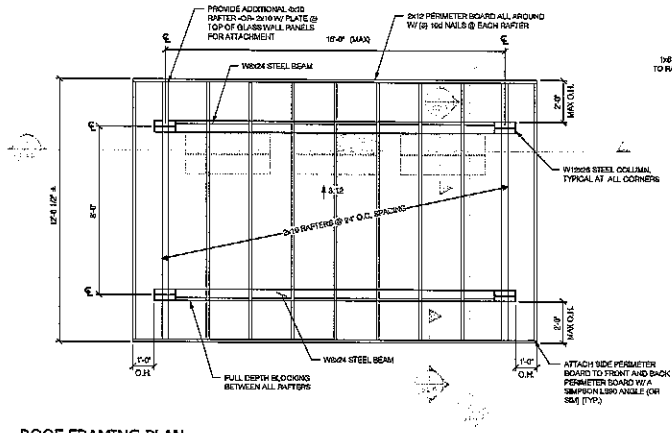
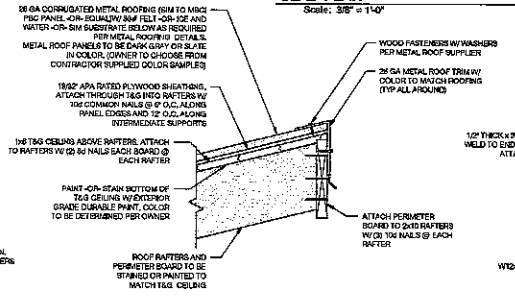
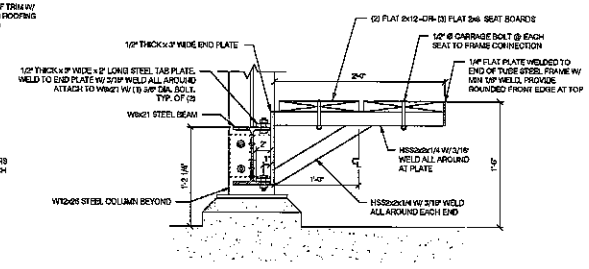


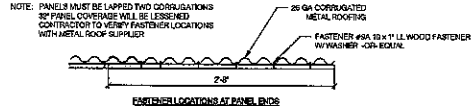
ROOF FRAMING PLAN
Scale: 3/8" = 1'-0"



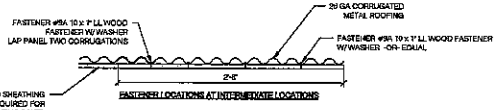
1 / S2.0 ROOF EAVE DETAIL
Scale: 1 1/2" = 1'-0"



2 / S2.0 BENCH SEAT DETAIL
Scale: 1 1/2" = 1'-0"

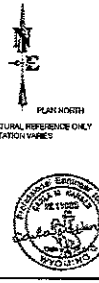


FASTENER LOCATIONS AT PANEL ENDS



FASTENER LOCATIONS AT INTERMEDIATE LOCATIONS

METAL ROOFING WITH FASTENER LOCATIONS
Scale: N.T.S.



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P.O. BOX 1969, JACKSON WYOMING (307) 733-2087

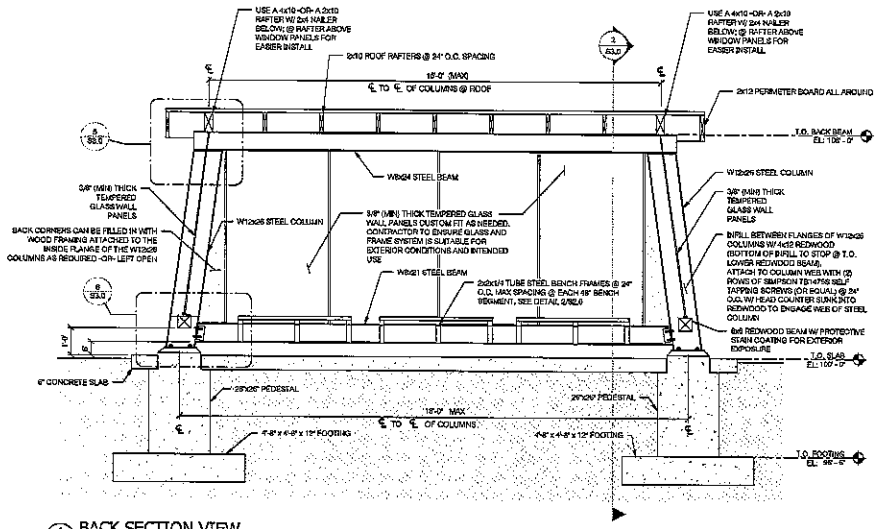
DATE	1/6/2010	REV.
SURVEYED		
ENGINEERED	CMB	
DRAWN	SEM	
CHECKED	CMB	
APPROVED	CMB	

DRAWING TITLE: FOUNDATION PLAN, SLAB PLAN, ROOF PLAN & DETAILS

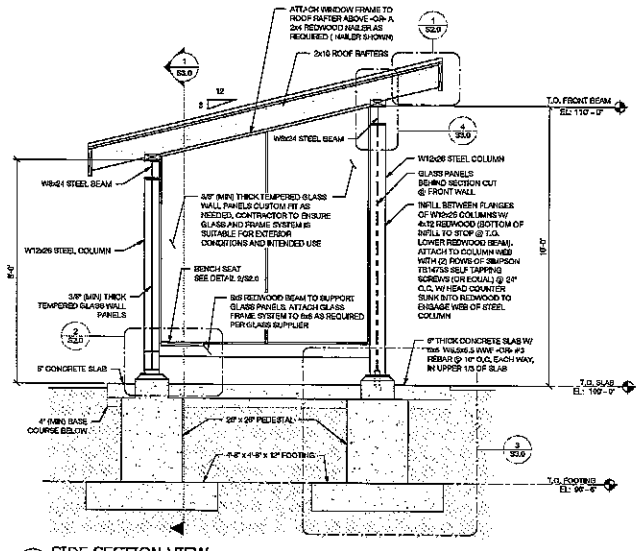
JOB TITLE: TETON COUNTY SCHOOL DISTRICT BUS SHELTER TETON COUNTY, WY

DRAWING NO: S2.0

JOB NO: 18-026-01



1 S3.0 BACK SECTION VIEW
Scale: 1/2" = 1'-0"



2 S3.0 SIDE SECTION VIEW
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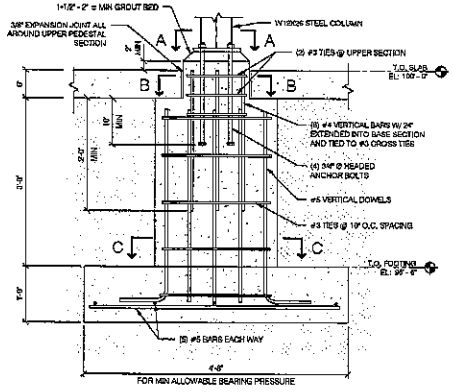
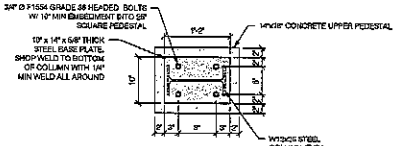


3 S3.0 PEDESTAL AND FOOTING DETAIL
Scale: 1" = 1'-0"



SECTION A-A
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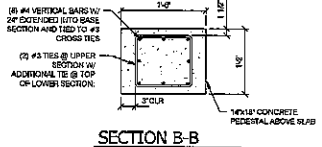

SECTION B-B
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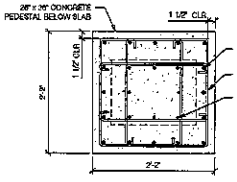

SECTION C-C
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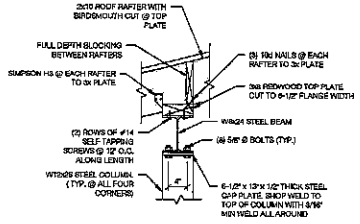
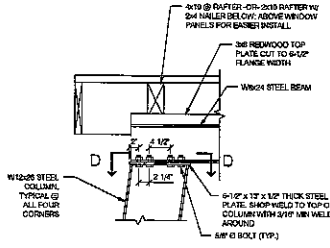
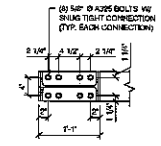


4 S3.0 RAFTER TO ROOF BEAM CONNECTION DETAIL
Scale: 1" = 1'-0"



5 S3.0 ROOF BEAM TO COLUMN DETAIL
Scale: 1" = 1'-0"



SECTION D-D
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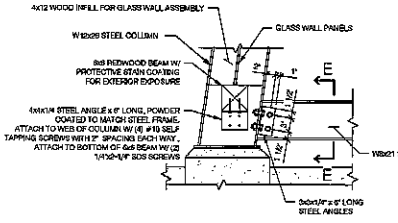
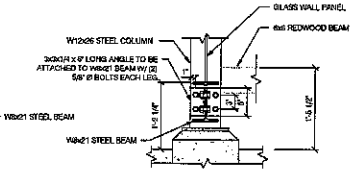


6 S3.0 LOWER BEAM TO COLUMN CONNECTION
Scale: 1" = 1'-0"



Section E-E
Scale: 1" = 1'-0"

NELSON ENGINEERING
P.O. BOX 1569, JACKSON WYOMING (307) 733-2087

	DATE	REV.
SURVEYED	1/8/2019	
ENGINEERED	CMH	
DRAWN	CMH	
CHECKED	CMH	
APPROVED	CMH	

DRAWING TITLE: SECTIONS AND DETAILS

JOB TITLE: TETON COUNTY SCHOOL DISTRICT
BUS SHELTER
TETON COUNTY, WY

DRAWING NO: S3.0

JOB NO: 10-026-01

TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works **PRESENTER**: Brian Lenz, Town Engineer

MEETING DATE: August 5, 2019

SUBJECT: **P19-052:** ENCROACHMENT AGREEMENT WITH CCC's CENTER STREET LLC FOR PROPERTY LOCATED AT 112 CENTER STREET AND 165 E DELONEY – Canopies

P19-180: UTILITY EASEMENT FOR THE POWER AND COMMUNICATION UTILITIES SERVING THE PROPERTY

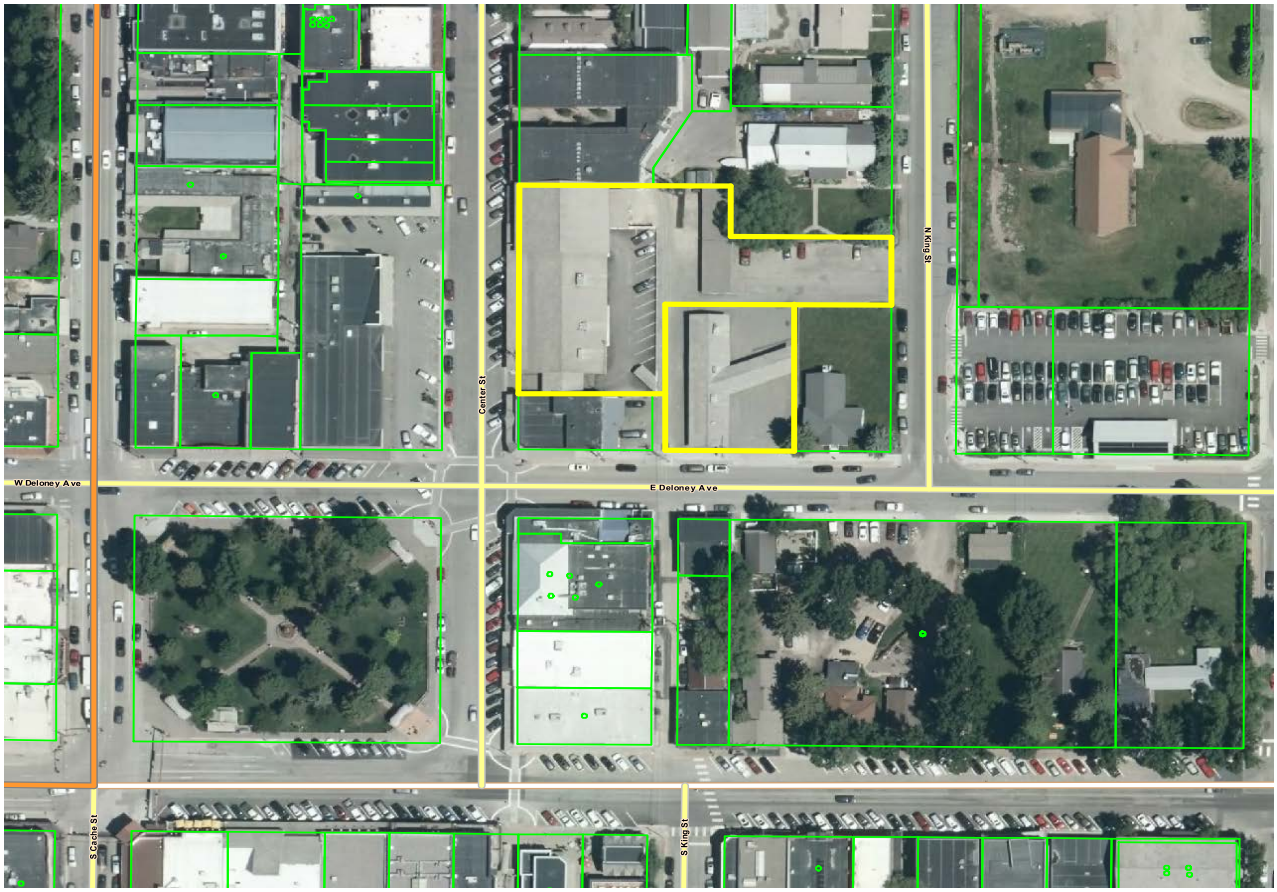
STATEMENT/PURPOSE

The purpose of this item is to present for the Town Council's consideration an application for an Encroachment Agreement with property owner, CCC's Center Street LLC to allow for covered sidewalk canopies to encroach into the Town right-of-way on Center Street, East Deloney Avenue, and North King Street. The applicant's properties are located at 112 Center Street and 165 East Deloney Avenue.

Further, this item presents an application for a utility easement across North King Street to allow for the installation of power and communication utilities to serve the proposed development as well as properties to the north as part of the applicant's plan to bury overhead utilities located in the Town's alley approved for vacation.

LOCATION

CCC's Center Street LLC is the owner of property described as 112 Center Street, legally known as LOTS 2-3-4- 5 BLK. 3, Clubhouse, PT SW1/4SW1/4 Section 27, Township 41, Range 116, and 165 East Deloney Avenue, legally known as LOTS 8-9, BLK. 1, Van Vleck - 2 (please see the vicinity map below).



BACKGROUND AND ALTERNATIVES

Request 1: P19-052 Encroachment Agreement for Covered Sidewalk Canopies

Background

Jackson Municipal Code § 12.08.030 Agreement Required: *It is unlawful for any person to construct or maintain private building or building foundation improvements, including building projections and canopies and building-mounted signs, within the streets of the town without first having executed with the town an encroachment agreement setting forth the terms and conditions under which such improvements may remain in place.(Ord 571 § 1, 1996.)*

Town of Jackson Land Development Regulations for the DC: Downtown Core Zone, 2.2.10, call for covered walkway pedestrian frontages, 2.2.1.C.1, as determined by the Planning Director.

The applicant has submitted development applications, P17-213, and a commercial building permit, B19-0128, and received approval for said applications which comply with the aforementioned codes and regulations.

The applicant is requesting that the Council approve the submitted Encroachment Agreement to covered sidewalk canopies into the rights-of-way on Center Street, East Deloney, and North King Street.

Request 2: P19-180 Utility Easement for Private Power and Communication Utilities

Background

On December 17, 2018 the Jackson Town Council approved a Development Agreement as presented on that date and with the direction to staff to pursue the relocation of the North King Street Buried Infrastructure to the east side of North King Street and north of the East Deloney parking lot. Section 4.C.iii.4.a of the Development Agreement defines the Town's role in the relocation of utilites to the Town's Property: *Town agrees to cooperate in such efforts as reasonably necessary, including the grant of perpetual easement agreements, as appropriate for placement of pedestals and similar utility improvements in connection with such relocation…*

The applicant is requesting that the Council approve their request for a Utility Easement between the Town of Jackson and CCC's Center Street LLC to allow for the installation of private power and communication utilities within the North King Street right-of-way and adjacent property along the east side of North King Street, in accordance with the development agreement.

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under **Common Value #2 – Growth Management, Section 4. Town as Heart**

- *Principle 4.1* – Maintain Town as the central Complete Neighborhood
    - Policy 4.1.a: Promote a complete Town of Jackson – *states that Future development in the Town should enhance it as the community's central and largest Complete Neighborhood.*

STAKEHOLDER ANALYSIS

Stakeholders include the Town as owner of the right-of-way, the applicant developing their hotel in accordance with the Town's Land Development regulations, and Town residents that use the sidewalk. These stakeholders will mutually benefit from the information contained in a recorded encroachment agreement regarding future use and maintenance of the right-of-way and encroachment.

FISCAL IMPACT

None.

STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 12-16 hours of staff time.

LEGAL REVIEW

Complete. Should Town Council approve the requests the Town Attorney would prepare the Encroachment Agreement and/or the Utility Easement.

ATTACHMENTS

Applicant Submittals
Staff Review Comments

RECOMMENDATION

REQUEST 1: P19-052 Encroachment Agreement for covered sidewalk canopies

Staff recommends approval of an Encroachment Agreement between the Town of Jackson and CCC's Center Street LLC to allow covered sidewalk canopies to encroach into the Town rights-of-way on Center Street, East Deloney Avenue, and North King Street subject to the following conditions:

1. Applicant shall provide final versions of all the required dimensioned exhibits for the Encroachment Agreement. Exhibits shall show the property line and the encroachment dimensioned from the property line and back of curb.
2. Dimensioned exhibits shall represent the area of the encroachments shown in the approved building permit plans, B19-0128.
3. When necessary the Town Reserves the right to use the canopy or posts in lieu of street sign posts.
4. PROPOSED TERM OF ENCROACHMENT
    a. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two years) after such event, the Encroaching Party or their successor in interest initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original encroaching structure, then all its rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this Agreement. Upon the development of legitimate municipal interests with which the encroachments may interfere, Encroaching Party, its successors and assigns agree to cooperate with the Town to the fullest extent possible under then existing circumstances to accommodate and/or mitigate such interference by its encroachment. Removal of Encroaching Property by the Town shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional right-of-way, and shall be at the Town's sole cost. Notice of removal shall state the timeframe within which the improvements shall be removed, and said timeframe shall not be less than two months.

REQUEST 2: P19-180 Utility Easement

Staff recommends approval of Utility Easement between the Town of Jackson and CCC's Center Street LLC to allow for the installation of private power and communication utilities within the North King Street right-of-way and adjacent property along the east side of North King Street subject to the following conditions:

1. **Recommended language for the Term of the easement:**
    This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the utility is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Grantee hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Grantee at its sole cost initiates repairs, replacements, or reconstruction of the structure in

essentially the same outside dimensions and configurations as the original utility, then all its rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this easement.

2. **Recommended language for Relocation at Request of the Town:**
   Upon its receipt of reasonable advance notice, not to be less than thirty (30) days, the Grantee shall, at its own expense except as provided for by law or entitlement, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by the Town pursuant to its police powers, by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. In the event of an emergency as may be determined by the Town or its agent, in their sole discretion, the Town may require the Grantee to immediately make relocations of Grantee's property without prior notice.

   For those facilities for which specific written approval from the Town is had and obtained prior to construction, which facilities must subsequently be relocated in accordance with directions from the Town, the Town will pay One hundred percent (100%) of the relocation costs if such facilities are required to be relocated within one (1) year of initial placement, eighty percent (80%) within two (2) years of initial placement, sixty percent (60%) within in three (3) years of initial placement, forty percent (40%) within four (4) years of initial placement, and twenty percent (20%) within five (5) years of initial placement. Facilities which must be relocated at the Town's request that have been in place for more than five (5) years shall be relocated at Grantee's sole cost and expense, provided that Grantee receives advance notice of the relocation requirement not less than six (6) months prior to the date upon which relocation must be complete. In the event such notice is not provided, the Town shall pay the entire cost of such relocation.

SUGGESTED MOTIONS

REQUEST 1: P19-052 Encroachment Agreement for covered sidewalk canopies

I move to authorize staff to prepare an Encroachment Agreement, as approved by the Interim Town Attorney, between the Town of Jackson and property owner CCC's Center Street LLC to allow for covered sidewalk canopies to encroach into the Town rights-of-way on Center Street, East Deloney Avenue, and North King Street subject to the condtions of approval in the recommendations of this staff report.

REQUEST 2: P19-180 Utility Easement

I move to authorize staff to prepare a utility easement, as approved by the Interim Town Attorney, between the Town of Jackson and property owner CCC's Center Street LLC to allow for the installation of private power and communication utilities within the North King Street right-of-way and adjacent property along the east side of North King Street subject subject to the condtions of approval in the recommendations of this staff report.

TOWN OF JACKSON
PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson
- ☒ Public Works/Engineering
- ☒ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

Joint Town/County
- ☐ Parks and Recreation
- ☐ Pathways
- ☒ Housing Department

Teton County
- ☐ Planning Division
- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming
- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies
- ☐ Army Corp of Engineers

Utility Providers
- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts
- ☐ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: March 15, 2019

Item #: P19-052

Planner: Paul Anthony
Phone: 733-0440 ext. 1303
Fax: 734-3563
Email: panthony@jacksonwy.gov

Owner:
Jackson State Bank
PO Box 2609
Carlsbad, CA 92009

Applicant:
Crystal Creek Capital
PO Box 844
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for an Encroachment Agreement with the Town of Jackson for the property located at 112 Center Street legally known as, LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116.

For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.

Please respond by: April 5, 2019 (Comments)

RESPONSE: For Departments not using Trak-it, please send responses via email to: tstolte@jacksonwy.gov

Crystal Creek Capital Real Estate Advisors, LLC

P.O. Box 844 | 275 Veronica Lane, Suite 300 | Jackson, Wyoming 83001 | Telephone 307-733-4733

March12, 2019

Tiffany Stolte
Planning Department, Office Manger
Town of Jackson
PO Box 1687
Jackson, WY 83001

Encroachment Agreement Application: Center Street Project

Dear Tiffany,

Please accept this Encroachment Agreement Application for the Center Street Project located at 112 Center Street and 165 E. Deloney Avenue.

Per the conditions of approval of the Development Plan on March 5, 2018. CCC's Center Street, LLC is applying for an Encroachment Agreement of the sidewalk canopies.

The canopies are installed along Center Street, East Deloney Avenue and King Street. The sidewalk canopies will extend approximately nine feet or less of walkway width and provide shelter from the elements, a comfortable entry for hotel and restaurant guests and a clear walkway for all pedestrians. The canopy covers the 75% of the building frontage as required by LDR's.

Attached are plans that depict the dimensions of the canopies as well as renderings for reference:

- A2121: Center Street Canopies: 9' 5"
  East Deloney Avenue Canopy: 6'
- A2308: King Street Canopy: 5' 0"

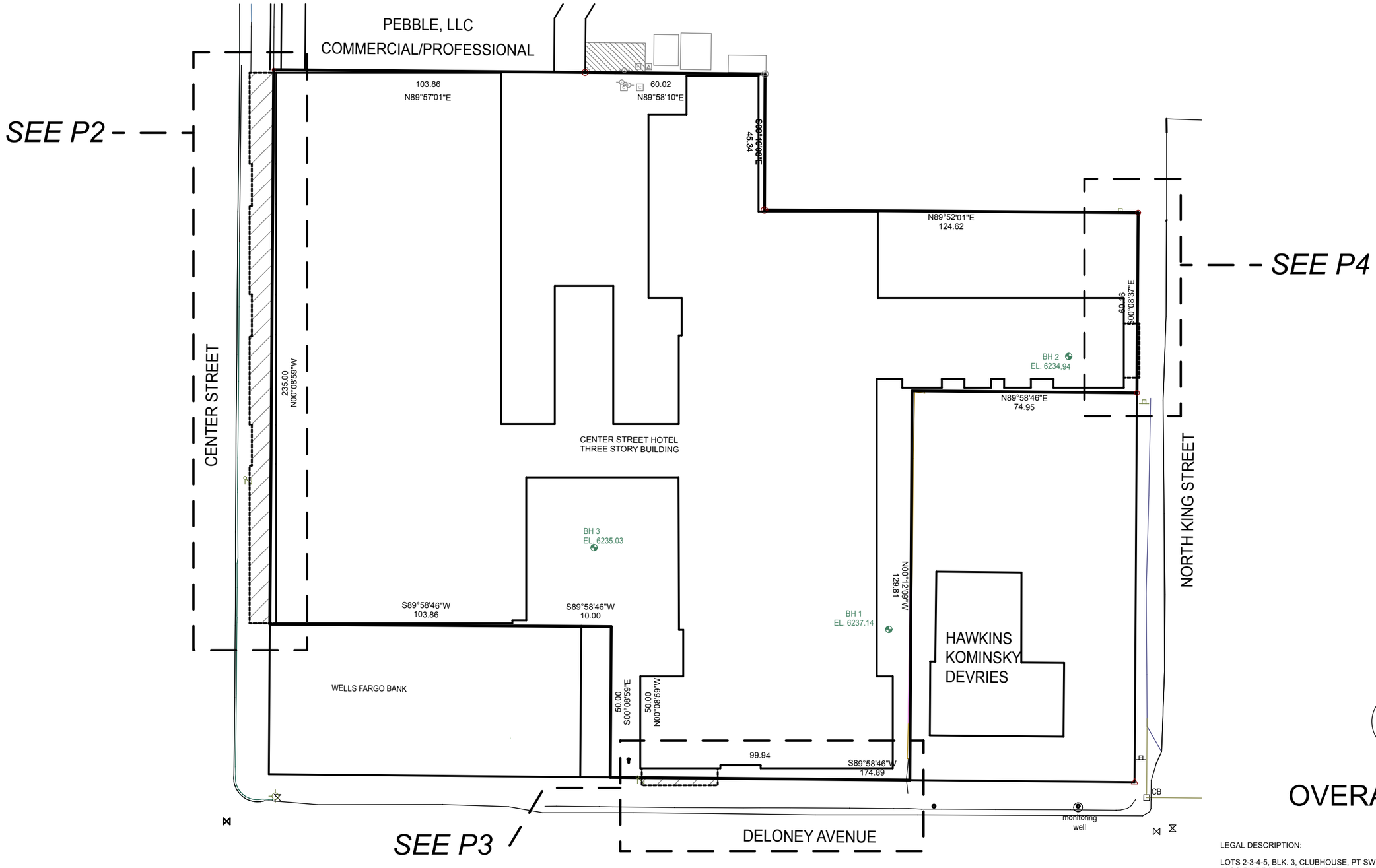
If you have any questions, please feel free to contact me at your convenience.

Regards,

Jeanne Carruth
Office Manager

HOTEL

LLS FARGO



OVERALL PLAN

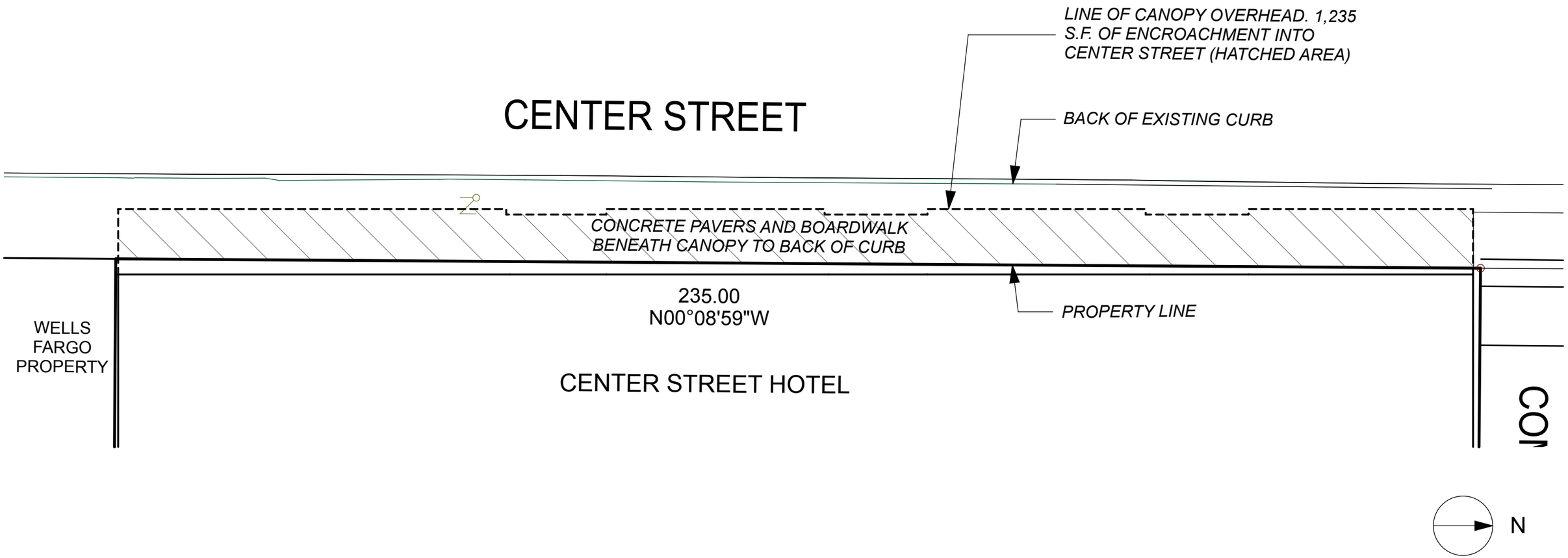
LEGAL DESCRIPTION:

LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116
ALSO PNID# 22-41-16-27-3-15-001

CENTER STREET HOTEL ENCROACHMENT EXHIBIT

PREPARED 07.18.2019

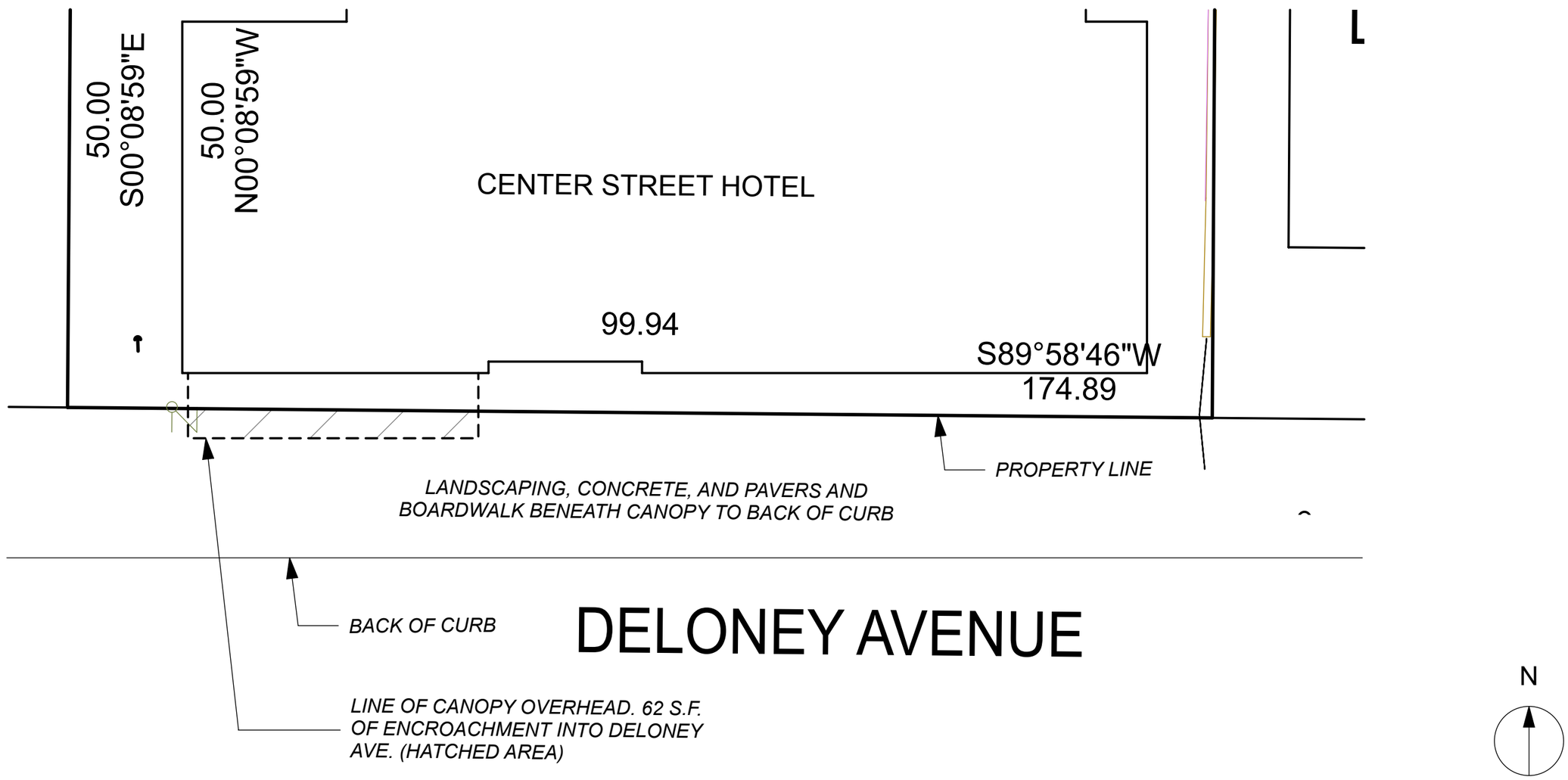
P1



CENTER STREET HOTEL ENCROACHMENT EXHIBIT

PREPARED 07.18.2019

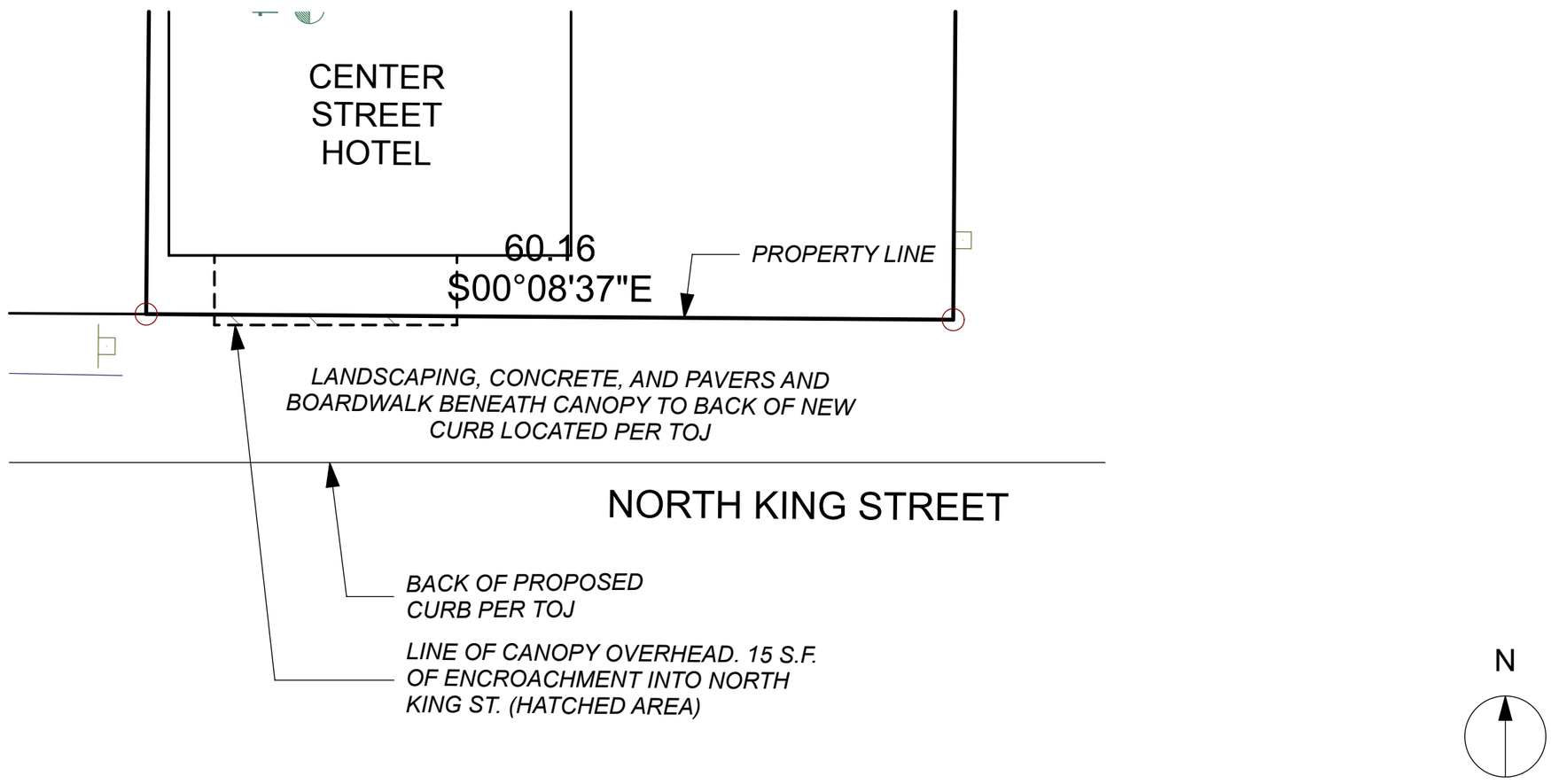
P2



CENTER STREET HOTEL ENCROACHMENT EXHIBIT

PREPARED 07.18.2019

P3



CENTER STREET HOTEL ENCROACHMENT EXHIBIT

PREPARED 07.18.2019

P4

TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson
- ☒ Public Works/Engineering
- ☐ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

Joint Town/County
- ☐ Parks and Recreation
- ☐ Pathways
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Teton County
- ☐ Planning Division
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- ☐ Assessor
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State of Wyoming
- ☐ Teton Conservation
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- ☐ Game and Fish
- ☐ DEQ

Federal Agencies
- ☐ Army Corp of Engineers

Utility Providers
- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts
- ☐ START
- ☐ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: July 18, 2019

Item #: P19-180

Planner: Paul Anthony

Phone: 733-0440 ext. 1303

Fax: 734-3563

Email: panthony@jacksonwy.gov

Owner/Applicant:
Crystal Creek Capital
PO Box 844
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Utility Easement for the property 112 Center Street and 165 E. Deloney Ave.

For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.

Please respond by: **August 8, 2019 (Comments)**

RESPONSE: For Departments not using Trak-it, please send responses via email to:
tstolte@jacksonwy.gov

PLANNING PERMIT APPLICATION
Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Center Street Hotel (Utility Easement in PROW across King Street)

Physical Address: 112 Center Street;165 E Deloney Ave

Lot, Subdivision: L 2-5, B3, Clubhouse;L8-9, B1 Van Vleck PIDN: _____

PROPERTY OWNER.

Name: CCC's Center Street, LLC Phone: 307-733-4733

Mailing Address: PO Box 844 ZIP: 83001

E-mail: Jeanne@crystalcreekcapital.com

APPLICANT/AGENT.

Name: same as above Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

X Property Owner _____Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; review the type of application at www.townofjackson/200/Planning*

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

X **Other:** Utility Easement

_____ Environmental Analysis

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

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

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

N/A **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

N/A **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

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

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

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

_____ _____

Signature of Property Owner or Authorized Applicant/Agent Date

James Waster _____

Name Printed Title

Crystal Creek Capital Real Estate Advisors, LLC

P.O. Box 844 | 275 Veronica Lane, Suite 300 | Jackson, Wyoming 83001 | Telephone 307-733-4733

July 12, 2019

Tiffany Stolte
Planning Department, Office Manager
Town of Jackson
PO Box 1687
Jackson, WY 83001

Center Street Project: Utility Easement in PROW - King Street

Dear Tiffany,

Please accept this Utility Easement: King Street application. The installation of utilities is in accordance to the Center Street Project Development Agreement effective April 18, 2019 and via further direction from the Town Engineer.

The Town Engineer has requested we submit a "Planning Application: Other" for a Utility Easement that bisects King Street.

Attached documents for reference:

Exhibit A: Utility Easement: King Street
Exhibit B: Approved Wire Utility Plan C3100 (Building Permit Set)

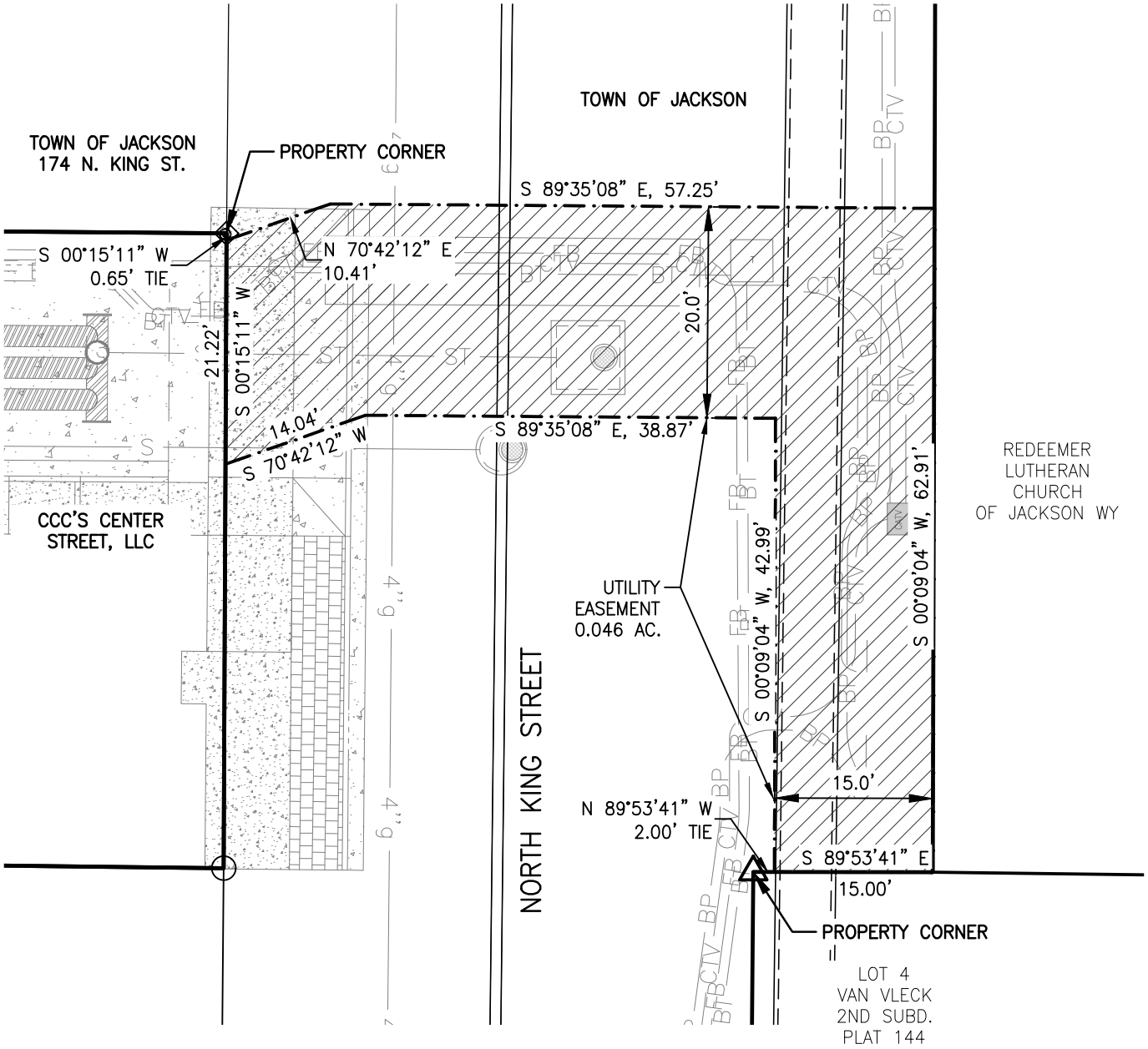
If you have any questions, please feel free to contact me at your convenience.

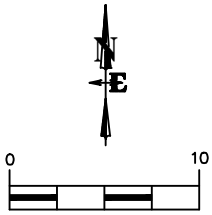
Regards,

Jeanne Carruth
Crystal Creek Capital, Manager

EXHIBIT A

A UTILITY EASEMENT





SCALE 1" = 10'

PART OF SW1/4 SW1/4,
SECTION 27, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO	TITLE				
1	UTILITY EASEMENT	NELSON ENGINEERING	DATE	7/03/2019	REV.
JOB NO			SURVEYED		
16-306-05		P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DRAWN	SK	
			CHECKED		
			APPROVED		

S:\Projects\2016\306-05 (Center Street Hotel - Construction Documents Preparation)\Easement\Easement.dwg (8.5x11) - Jul 03 2019 01:07:51 pm PLOTTED BY: karichner

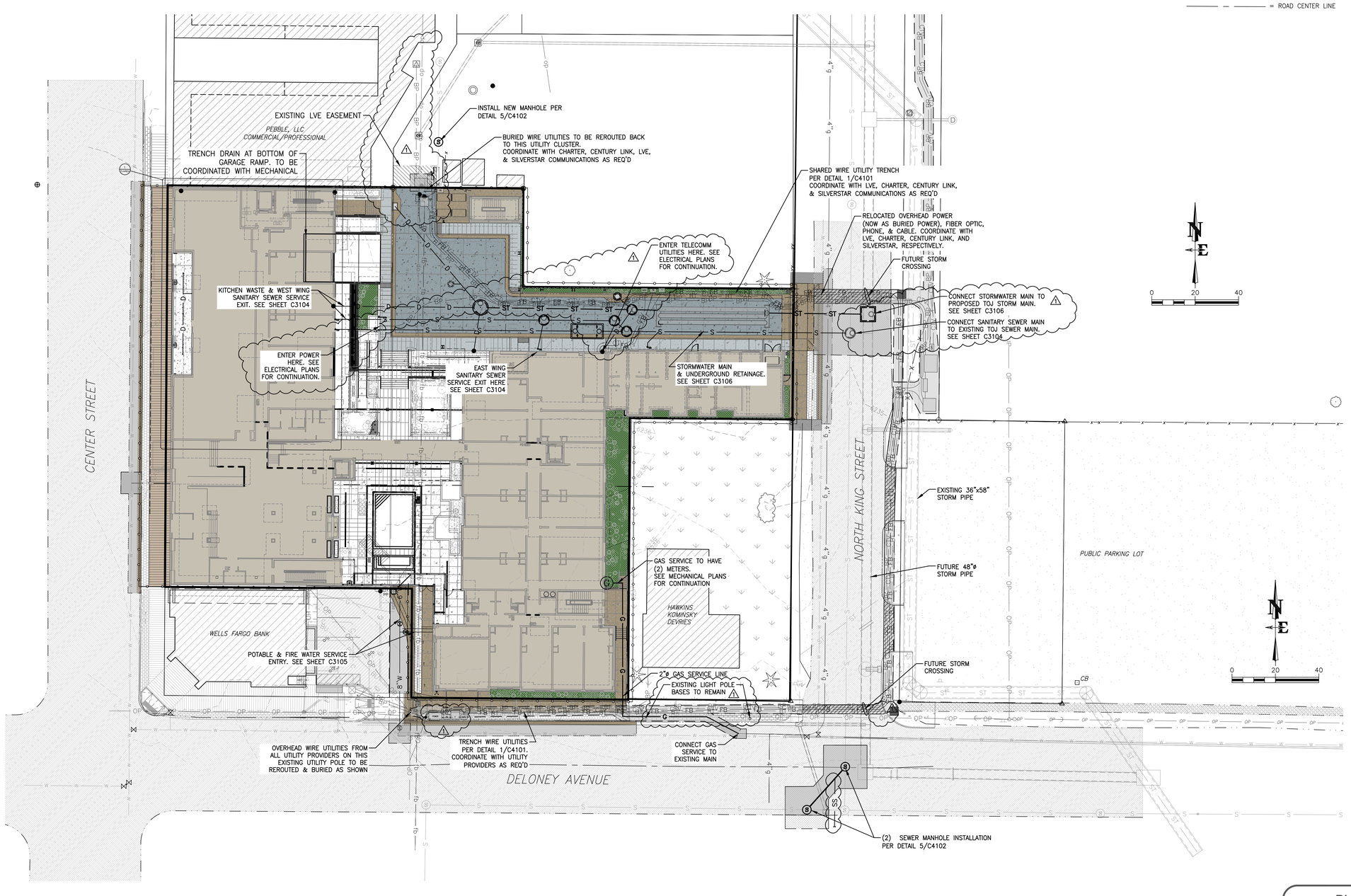
Exhibit B

LEGEND

- = SIDEWALK / CONCRETE FLATWORK/ CURB NOT HEATED)
- = BOARDWALK
- = PROPOSED BUILDING
- = EXISTING BUILDING
- = GRASS AREA
- = ASPHALT (NEW)
- = BRICK PAVERS
- = ASPHALT PATCHING
- = HEATED CONCRETE DRIVEWAY
- = HEATED CONCRETE SIDEWALK

- = PROPERTY LINE
- SS — SS = SANITARY SEWER LINE
- sss — sss = SANITARY SEWER SERVICE
- w — w = WATER LINE
- WS — WS = WATER SERVICE
- ST — ST = STORM SEWER LINE
- g — g = GAS LINE
- BU — BU = BURIED UTILITY
- BT — BT = BURIED TELEPHONE LINE
- BP — BP = BURIED POWER
- OP — OP = OVERHEAD POWER LINE
- = EDGE OF PAVEMENT
- = CONCRETE CURB AND GUTTER
- xx — xx = WIRE FENCE
- x — x = WOOD FENCE
- D — D = STORM DRAIN COLLECTOR LINE
- CTV — CTV = BURIED CABLE TV
- FB — FB = FIBER OPTIC
- = ROAD CENTER LINE

- = BUSH
- = COTTONWOOD TREE
- = SPRUCE TREE
- = COLUMN
- = POST
- D = DRAIN PIPE
- = SIGN
- = POWER POLE
- = GUY WIRE
- = ELECTRIC TRANSFORMER
- = SEWER MANHOLE
- = STORM SEWER MANHOLE
- = GAS VALVE
- = CURB STOP
- = FIRE HYDRANT
- = WATER VALVE
- CB = CATCH BASIN
- = MONITORING WELL
- BH 1 EL. 6232.81 = BORE HOLE



BUILDING PERMIT SET

CLIENT

CRYSTAL CREEK CAPITAL

REAL ESTATE ADVISORS, LLC
PO BOX 844
275 VERONICA LANE, SUITE 300
JACKSON, WY 83001

COPYRIGHT

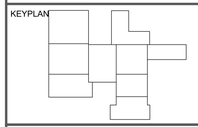
This drawing has been prepared solely for the intended use, thus any reproduction or distribution for any purpose other than authorized by IBI Group is forbidden. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and IBI Group shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings must be submitted to IBI Group for general conformity before proceeding with fabrication.

IBI GROUP, A CALIFORNIA PARTNERSHIP
is a member of the IBI Group of companies

ISSUES

ISSUE	ISSUANCE	DATE
A	BLDG PERMIT SUBMISSION	2019-02-15
B	PLAN CHECK RESPONSE / ADDENDUM 1	2019-04-26
C	ADDENDUM 2	2019-05-15

KEYPLAN



CONSULTANTS

NELSON ENGINEERING since 1964
Professional Engineers & Land Surveyors
www.nelsonengineering.net
Jackson WY 307.733.2087 | Buffalo WY 307.684.7029

SEAL

Professional Engineer (Civil) MATT R. BOWERS 10229 Exp. 12/31/19 WYOMING 02/15/19

PRIME CONSULTANT

IBI GROUP
10 Exchange Place, Suite 112
Salt Lake City, UT 84111, USA
tel 801 532 4233 fax 801 532 4231
ibigroup.com

PROJECT

CENTER STREET HOTEL

112 CENTER STREET
Jackson, Wyoming 83001

PROJECT NO: 113760	
DRAWN BY: BJG	CHECKED BY: MB
PROJECT MGR: MB	APPROVED BY: -
SCALE:	DATE: 02/15/19

SHEET TITLE

WIRE UTILITY PLAN AND WATER-SEWER OVERVIEW

SHEET NUMBER C3100

ISSUE C

BIM 360://113760 - Jack_Ch/113760_Jack_Ch_A_2018.rvt

S:\Proj2018\36-05 Center Street Hotel - construction documents prepare\Dwg\Civil\3100-UTILITY.dwg -UTILITY PLAN - Jun 26, 2019 10:29:41 am PLOTTED BY: dexter DWG FORMAT: 23.0

Project Plan Review History

BUILDING

Project Number P19-052
Project Name Encroachment - 112 Center Canopy
Type ENCROACHMENT
Subtype
Status APPROVED

Applied 3/15/2019 STOL
Approved
Closed
Expired
Status 7/9/2019 BTL

Applicant
Owner JACKSON STATE BANK

Site Address	City	State	Zip
112 CENTER STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CLUB HOUSE (1913)	22411627315001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	3/15/2019	4/5/2019	3/19/2019	
Fire Kathy Clay	NO COMMENT	3/15/2019	4/5/2019	3/15/2019	
Joint Housing Dept Stacy Stoker		3/15/2019	4/5/2019		
Legal A Cohen-Davis	APPROVED	3/15/2019	4/5/2019	3/21/2019	
Parks and Rec Steve Ashworth	APPROVED W/COND	3/15/2019	4/5/2019	3/26/2019	

(3/26/2019 10:22 AM STOL)
Comments from P&R on P19-052: consideration of "drip line" of canopies in relation to sidewalk and ability to keep sidewalk from developing an ice feature during melt and freeze; snow load ratings of canopies. It' s been our experience in areas were a canopy doesn't extend to the curb line an ice feature (hump) often is created during time of freeze/thaw cycles causing safety concerns that require regular/constant maintenance. Unable to tell from the drawings if the canopies extend to the curb line or extend to mid point above a sidewalk. Brings up a point of clarification for P&R as to whose responsibility it will be for winter sidewalk maintenance around the new development.

Andy Erskine
Parks Manager, Teton County/Jackson Parks & Recreation Department
300 W Snow King Avenue
PO Box 811
Jackson, WY 83001
Office: 307-732-5793

Type of Review Contact Notes	Status	Dates Sent	Due	Received	Remarks
Pathways Brian Schilling	APPROVED W/COND	3/15/2019	4/5/2019	5/1/2019	
Planning Paul Anthony The Planning Department has the following Comment: * The applicant shall revise the Center Street Canopy to ensure that the canopy provides continuous coverage for the entire length of the canopy as approved in the Development Plan (i.e., the approx. 1' gaps in the canopy shall be removed).	DENIED	3/15/2019	4/5/2019	4/12/2019	
Planning Paul Anthony	APPROVED	6/5/2019	6/7/2019	7/8/2019	
Police Todd Smith	NO COMMENT	3/15/2019	4/5/2019	3/25/2019	
Public Works Brian Lenz	DENIED	3/15/2019	4/5/2019	4/10/2019	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(5/2/2019 3:49 PM BTL)
ENCROACHMENT AGREEMENT – DENIED

P19-052
ADDRESS: 112 Center Street
OWNER: CCC's Center Street, LLC
APPLICANT: CCC's Center Street, LLC

May 2, 2019
Brian Lenz, 307 733-3079

NOTES FOR DENIAL

*The following comments are being provided for use in preparation of future submittals and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Department requires applicants to submit plans, documents, etc. in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).

PRIOR TO ENCROACHMENT AGREEMENT APPROVAL:

APPLICATION MATERIALS
1. Applicant shall provide all exhibits to the agreement. Exhibits shall be to scale on 8.5"X11" paper without aerial photographs, or as approved by the Town Engineer.
2. Exhibits shall show the property line and the encroachment dimensioned from the property line and back of curb.

CANOPIES AND SUPPORT COLUMNS
3. STD. DETAIL ST-130 Canopies into the Right of Way
a. Provide 15 feet minimum clearance from adjacent street grade on Town rights-of-way,10 feet clear from sidewalk on state of Wyoming rights-of-way; or,
b. Provide 18" Clear from Back of Curb on Town rights-of-way, 24" clear from back of curb on state of Wyoming rights-of-way; and
c. Minimum height above sidewalk of 10 feet above sidewalk.
d. Support post (if required) maximum dimension in Cross-section shall be 18-inches.
e. Wherever possible canopies and support posts shall align with those on adjacent buildings.
f. A cantilevered canopy may be required by the Town.
4. Canopies shall be continuous and where feasible align with adjacent canopies. See Planning's comments.

Public Works Brian Lenz	APPROVED W/COND	7/9/2019		7/9/2019

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(7/9/2019 3:40 PM BTL)
Encroachment Agreement – Approved with Conditions

P19-052
ADDRESS: 112 Center Street
OWNER: CCC's Center Street, LLC
APPLICANT: CCC's Center Street, LLC

7/9/2019
Brian Lenz, 733-3079

DATE OF SUBMITTAL: March 15, 2019
DATE OF MATERIALS: June 21, 2019
REVISION NO.: 02

The engineering division has reviewed your application for an ENCROACHMENT AGREEMENT submitted on and with application materials as dated above.
CONDITIONS OF APPROVAL
1. Applicant shall provide final versions of all the required dimensioned exhibits for the Encroachment Agreement. Exhibits shall show the property line and the encroachment dimensioned from the property line and back of curb.
2. Dimensioned exhibits shall represent the area of the encroachments shown in the approved building permit plans, B19-0128.
3. When necessary the Town Reserves the right to use the canopy or posts in lieu of street sign posts.
4. PROPOSED TERM OF ENCROACHMENT
a. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two years) after such event, the Encroaching Party or their successor in interest initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original encroaching structure, then all its rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this Agreement. Upon the development of legitimate municipal interests with which the encroachments may interfere, Encroaching Party, its successors and assigns agree to cooperate with the Town to the fullest extent possible under then existing circumstances to accommodate and/or mitigate such interference by its encroachment. Removal of Encroaching Property by the Town shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional right-of-way, and shall be at the Town's sole cost. Notice of removal shall state the timeframe within which the improvements shall be removed, and said timeframe shall not be less than two months.

TOWN OF JACKSON

WORKSHOP DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Larry Pardee, Town Manager

WORKSHOP DATE: August 5th, 2019

SUBJECT: Town Square Monument Refurbishment Project

PURPOSE OF WORKSHOP ITEM

The purpose of this agenda item is for Town Council to discuss, consider and ultimately approve the proposed Jackson Hole American Legion project to replace the existing monument at the center of the Town Square.

DESIRED OUTCOME

The desired outcome is for Town Council to discuss, consider, and ultimately act on the proposed monument replacement project. Should the Town Council not be ready to approve the project, another desired outcome would be for the Council to direct staff to make specific changes or bring back additional information for consideration.

BACKGROUND/ALTERNATIVES

At the August 6th, 2018 Town Council meeting, the Town Council heard a request from the JH American Legion Post 43 to consider their proposal to remove and replace the existing monument in the center of Town Square in order to reflect the full listing of Veterans and provide additional space for future Veterans. Staff worked with the applicant and requested they first visit with the Parks & Rec Board which occurred on August 9th, 2018. The applicant then visited with the Public Arts Task Force which took place on August 24th, 2018 for review and comment.

The item was brought back to the Town Council on September 17th, 2018 for Council consideration of the American Legion's proposed pedestal base replacement and upgrade. Town Council voted:

> *I move to direct the Public Art Task Force to prepare and propose a monument and memorial policy and procedure involving all appropriate stakeholders to the Town Council for approval and once approved, direct the American Legion to process their request through that newly adopted policy and procedure.*

The proposal dated August 2019 from the American Legion does not specifically state that the American Legion will fund all of the capital costs for removal of the previous monument and creation and placement of the new monument. However, it is staff's understanding that the American Legion is pledging to fund all of the capital costs. It would be important for the Town Council to ask this clarifying question at the meeting to better understand any unforeseen fiscal impacts to the Town.

The proposal is for a natural color granite base which serves as a seating area, a 12 inch flower bed space, black granite panels where names are engraved including etched pictures and quotes from different conflicts. The American Legion feels very strongly that the etching and quotes from different conflicts should be included in the project. The Public Art Task Force has recommended it be removed from the project. As you will see in the recommendation below, the motion reflects support for the Public Art Task Force's position. However, as with any aspect of the proposal, this is certainly something the Council can determine.

Carrie Geraci, Public Art Program Coordinator, conducted extensive research reviewing policies from established, nationally recognized programs and drafted a policy and procedure that has been presented to the Public Art Task Force who have approved the policy unanimously. Assistant Town Attorney Lea Colasuonno worked extensively on the draft to write a well-articulated and logical policy for consideration. Carrie Geraci and Lea Colasuonno are to be commended for their dedication and hard work in preparing this proposed policy.

At the November 19th, 2018 Town Council meeting, the Town Council reviewed the draft Town Monument Policy and associated Administrative Process and approved them.

The American Legion followed the new Monument Policy process as noted:

Monument Policy Section V: Review Process –

1. Town Manager reviewed the new update project proposal and directed the American Legion to send their project proposal to both the Public Arts Task Force for review and discussion, and to visit the Parks and Recreation Board for review and discussion.

2. On May 16th, 2019 American Legion presented their proposal to the Public Arts Task Force Board who reviewed and made recommendations, see attached memo 'Public Arts Task Force.'

3. On July 11th, 2019 the American Legion visited the Parks and Recreation Board who reviewed and made recommendations, see attached memo 'Parks Memo.'

4. August 5th, 2019 the American Legion is now back before the Town Council: Pursuant to Section VI and VII of the adopted Monument Policy, the decision now lies with the Town Council.

The Council's approval criteria as set forth in the adopted Monument Policy is as follows:

In order to approve a Monument Proposal, the Town Council must determine the Proposal complies with each of the following criteria:

1. The Monument Proposal meets or exceeds the Town of Jackson Public Art Guidelines.
2. The Monument Proposal represents broad community values.
3. If memorializing an event, the event took place at least ten (10) years before the Monument Proposal submittal and is significant enough to merit honor by a permanent Monument.
4. There is geographic justification for locating the particular Monument at the particular site.
5. The proposed site is appropriate with respect to its social, historical and cultural context.
6. If there is a donor, the donor funds all project costs as set forth in Section I.D of this Policy.
7. The Monument Proposal enhances the site without unreasonably diminishing the site's current offering of programmed and spontaneous activities.
8. If any, the change in use of the site by the Monument Proposal is appropriate and contemplated as part of the Lead Department's long-range plan.
9. The Monument Proposal contributes to the aesthetic quality of the site by adding to identity and ambiance.
10. The Monument Proposal is appropriate in scale, mass, design and context vis-à-vis existing and planned architectural, natural landscape features, and, if applicable, vis-à-vis existing artwork within the proposed site vicinity.

The Public Art Task Force made the following recommendations related to the design and construction of the monument:

1. Prior to issuance of a permit to proceed, detailed construction drawings depicting the height, footprint, drainage, bronze attachment and support structure shall be submitted to the Town Building Department for review and approval with input from the Parks and Recreation Department.
2. The stone base shall be the same stone and construction as the antler arch base in the Town Square.
3. Any war images/etchings and quotes shall be removed from the design and construction.
4. Any artwork displayed over the construction area shall be at the discretion of the Public Art Task Force.

The Parks and Rec Board made the following recommendations related to the design and construction of the monument:

1. The site shall be fenced and secured during construction to allow the utilization of the park by the public.
2. Precautions shall be made to protect existing turf during construction, including planking access routes to the monument for material delivery and placement.
3. Construction shall accommodate access to the site for winter tree lighting activities from November 1st to November 28th.

4. All boardwalk, irrigation and turf shall be protected, and returned to pre-construction condition upon completion of project.
5. Coordination and approval with Andy Erskine (Parks Manager) are required for all electrical and irrigation services, connections and changes.

Staff recommends that the Town Council make the findings that the proposal from the American Legion to update/replace the monument in the Town Square honoring local Veterans complies with the criteria in the adopted Monument Policy and approve the proposal subject to the four conditions listed above from the Public Art Task Force and the five conditions listed above from the Park and Rec Board.

Town Council has several options for consideration:

1. Find that the proposal from the American Legion to update/replace the monument in the Town Square honoring local Veterans complies with the criteria in the adopted Monument Policy and approve the proposal.
2. Discuss the request and postpone any action to the August 19 Town Council meeting to allow two more weeks of public comment.
3. Deny the request to update/replace the base of the monument in the Town Square and instead provide funding and support to relocate the monument to an alternate public location or to the American Legion property and direct the Parks and Recreation staff and Board to provide a recommendation on an alternative landscaping/public amenity design for the center of the Town Square.
4. Take no action.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT

Section 4. Town as the Heart of the Region - The Central Complete Neighborhood

Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

STAKEHOLDER ANALYSIS

The stakeholders include the members of the American Legion, the Town Council as the final decision maker, the community of residents and guests who cherish and enjoy George Washington Memorial Park as their Town Square, and the Veterans residing in the community.

FISCAL IMPACT

There will be no direct capital fiscal impact to the Town of Jackson as the American Legion indicated they are funding the totality of removal of the existing monument and replacement with the new monument. If this is not the case, the Council may want to continue action on this item until the specific capital fiscal impacts to the Town of Jackson can be determined. There will be ongoing operational fiscal impacts to the Parks and Recreation Department as they maintain the Town Square related to watering of flowers within the monument and any snow removal. Maintaining the names on the monument will be the responsibility of the American Legion. The narrative in the proposal does not match the photos provided as the proposal has been modified to include flower bed space.

STAFF IMPACT

Staff has spent a notable amount of time on this issue including meeting with the parties involved, reviewing and presenting the monument policy to Council for action, and research and preparation for the various Town Council meetings.

LEGAL ISSUES

The policy has been reviewed by the legal team.

ATTACHMENTS

PAT – Monument Memo
Parks – Monument Memo
American Legion Proposal

RECOMMENDATION

Staff recommends the Town Council make the findings that the proposal from the American Legion to update/replace the monument in the Town Square honoring local Veterans complies with the criteria in the adopted Monument Policy and approve the proposal subject to the nine conditions listed below:

1. Prior to issuance of a permit to proceed, detailed construction drawings depicting the height, footprint, drainage, bronze attachment and support structure shall be submitted to the Town Building Department for review and approval with input from the Parks and Recreation Department.
2. The stone base shall be the same stone and construction as the antler arch base in the Town Square.
3. Any war images/etchings and quotes shall be removed from the design and construction.
4. Any artwork displayed over the construction area shall be at the discretion of the Public Art Task Force.
5. The site shall be fenced and secured during construction to allow the utilization of the park by the public.
6. Precautions shall be made to protect existing turf during construction, including planking access routes to the monument for material delivery and placement.
7. Construction shall accommodate access to the site for winter tree lighting activities from November 1st to November 28th.
8. All boardwalk, irrigation and turf shall be protected, and returned to pre-construction condition upon completion of project.
9. Coordination and approval with Andy Erskine (Parks Manager) are required for all electrical and irrigation services, connections and changes.

SUGGESTED MOTION

Should the Council be ready to take action, one possible motion would be:

I move to make the findings that the proposal from the American Legion to update/replace the monument in the Town Square honoring local Veterans complies with the criteria in the adopted Monument Policy and approve the proposal subject to the nine conditions of approval as presented in the staff report.

Public Art Task Force Recommendations May 16, 2019
Re: Revised Monument Design for Town Square

Construction drawings detailing the height, footprint, drainage, how the bronze is attached to the top, and the support structure should be furnished for Town review and approval.

The layout for how the names appear on the granite should be furnished for review.
The Applicant is required to hold public meetings to solicit input. This should take place after Parks and Rec review and before the proposal goes back to the Town Council.

For the public meetings the Applicant should reach out to the Historic Preservation Board, Historic Society, Town Square Business and Land Owners in addition to typical public notice associated with a project (sign at site, ad in newspaper etc.).

Before approval the Applicant should demonstrate they have the funds to complete the construction and to provide for the future maintenance of the Monument. Upon commencement of construction maintenance funds will be held in reserve for this purpose.

Limited disruption of the Town Square is desired. Before construction begins, Applicant should hire a construction manager who will provide a detailed timeline of construction subject to Town review and approval.

Before construction begins the Applicant's Construction Manager should provide construction costs and demonstrate they have the funds to complete the work.

The stone base should be the same stone and construction as the antler arch bases for continuity.

The war images diminish the overall drama of the monument and are not appropriate for a public square used by many different user groups. Removing the imagery places more of an emphasis on the names and makes the monument more approachable for all people.

The design has gained a lot of mass compared to the existing monument. A more vertical design would have less of an impact on the overall character of the Town Square. Plantings around base will help to soften the look of the black granite and the overall massing of the structure.

The idea of a kids' art display over the construction area for the duration of the construction period may be better suited to display at the Legion's building due to the diverse use of the Town Square by different user groups and for issues relating to government speech.

Side notes for the Town Council:

A plaque should be installed on the Square regarding its historic register designation.

The existing monument will become a contributing factor to the park's listing on the National Register of Historic Places when it becomes 50 years old (2026). The listing on the register is a source of pride and can be a tourism driver.

MEMO Date: July 22, 2019

To: Larry Pardee, Town of Jackson Manager
Cc: Greg McCoy, American Legion

From: Steve Ashworth, Parks and Recreation Director

Re: George Washington Memorial Park Military Service Monument

Larry,
The Parks and Recreation Board met on July 11th to review the updated proposal for monument renovation at the park. The board focused primarily on the monuments function, durability, and maintenance impact. The proposed monument renovation was presented to remain in the existing footprint, thus not impacting the current use of the park and pedestrian movement. The board was in favor of the presented illustration of materials for the base of the monument being a natural stone veneer and recommends that the seating surface be of natural stone similar in color and texture of the stone veneer. The board also recommends that a 2" stone curb stop be installed on the back surface of the seat cap to prevent people from standing on the back or damaging the flowers. The board also suggested that the flower bed be a minimum of 12" with drip irrigation. Lastly, the board recommends utilizing existing electrical service and installing LED low voltage lights for illuminating the monument.

Parks and Recreation understands that the project is scheduled for this fall, and will require the following during and after construction:

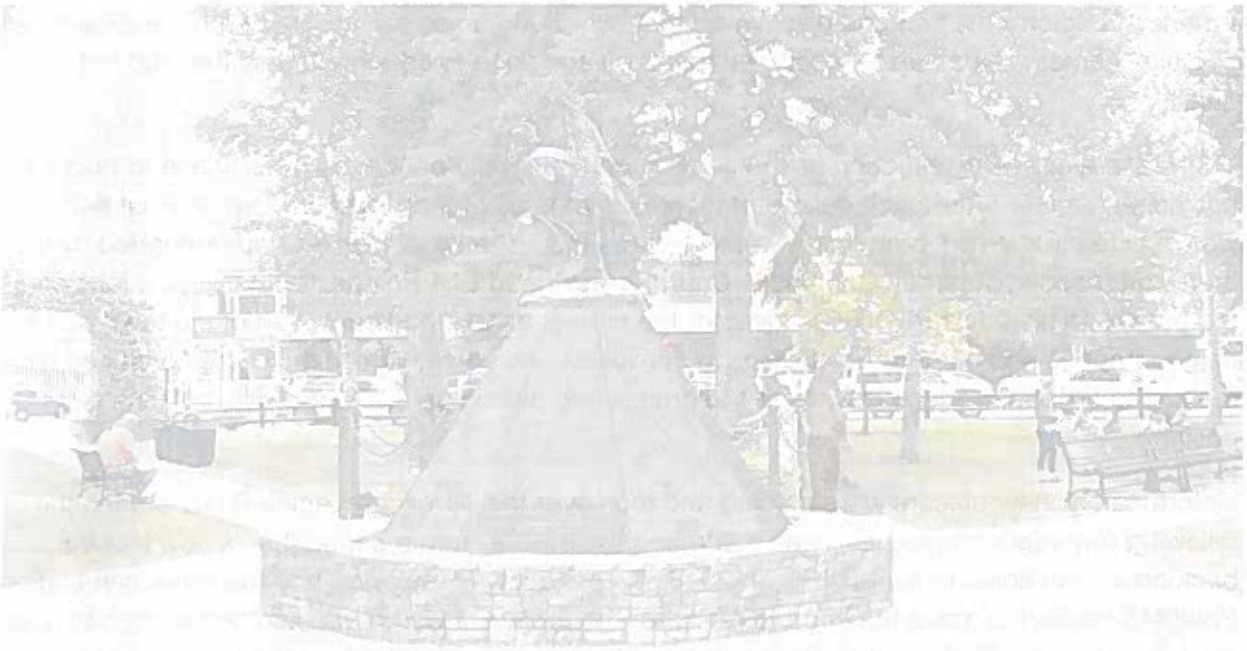
- The site shall be fences and secured during construction to allow the utilize of the park by the public;
- Precautions shall be made to protect existing turf during construction, including planking access routes to the monument for material delivery and placement;
- Construction shall accommodate access to the site for winter tree lighting activities from November 1st to November 28th;
- All boardwalk, irrigation and turf shall be protected, and returned to pre-construction condition upon completion of project;
- Coordination and approval with Andy Erskine (Parks Manager) are required for all electrical and irrigation services, connections and changes.

Thanks,
Steve Ashworth

American Legion Post #43 Jackson Hole Wyoming

Revitalization of Veterans Monument Project

August, 2019



Author and Point of Contact: Greg McCoy
Commander
American Legion Post #43
gsmccoy65@gmail.com
423-762-6268

Introduction

The Town Square Veterans Monument is located in the center of the Jackson Hole Town Square surrounded by Broadway, North Cache, Center and Deloney Streets in the Heart of Jackson, Wyoming. The monument honors area service personnel who have honorably served in all wars beginning with World War I through the current Desert Storm. It lists by war era local citizens who served honorably and were either born or resided in Teton County more than 25 years. Dedicated in 1976, the monument is topped by a bronze statue of the famed Wyoming Bucking Bronco State Symbol "Steamboat."

The American Legion has taken on the ominous task of ensuring all valley veterans are recognized that meet the monument policy of 25 years of residency. Unfortunately, it was discovered that no one was responsible for maintaining the list of qualified names for the monument as times progressed. An exhaustive research project was undertaken in 2013 by the American Legion Post #43 and discovered that over 500 names are missing from the existing 500 plus names. It was also discovered that 3 names need to be removed as they did not qualify.

This led to a quandary situation as the current monument did not have ample space to hold the additional names. After much debate at monthly meetings of the American Legion Post #43, it was decided that a new monument would be required. The initial task was spearheaded by the then Commander Courtney Campbell. Courtney assigned Cliff Poindexter to take the lead on the project as his background was ideal for the project as Cliff had built most of the town parks, neighborhoods and numerous buildings in the valley. As an architect himself, he consulted his friend and colleague Bruce Hawtin on the project and picked up all the material to finish the design.

Unfortunately, new officers were elected and took over the American Legion Post. During the following few years no progress was made and the post fell into a period that is now looked back on as bad times in leadership. In 2018, the project was reviewed and the American Legion Post #43 desired to make the effort to revitalize the project, it was requested by the members of the post that Greg McCoy (Vice Commander at that time) to attempt to make the project a reality. Without any guidance from the town as there wasn't any precedence on how to move forward as nothing like this has been attempted, the project went to the town council and it was decided that an official policy or process was required before they could move forward.

Since that time, the American Legion continued to raise money for the project as the process would take a few months to complete. The process is now complete and we, the American Legion, desires to move forward once again.

The Birth of the Town Square

The front page of the April 29, 1920, Jackson's Hole Courier included this item: "The work of cleaning up the public square in Jackson was resumed again yesterday. Louis Curtis and Ray Golden are doing the work, using a Fordson tractor and a 'Fresno.' " Jackson didn't seem to care, or, if it did, didn't acknowledge it was creating something Wyoming had never before seen: a public town square.

The "public square" had for decades been little more than a hollow into which early Jacksonites threw their construction debris as they worked on The Clubhouse, The Jackson State Bank, JR's Saloon, Jackson's post office, and the other buildings that would form the heart of downtown. On cold winter nights (there were plenty of those, including a memorable string of 50-below days in the early 1920s), cattle might huddle there to share heat.

Photographs from the first decades of the twentieth century show an open area dotted with scrubby sagebrush. It might not have been much to inspire civic pride, but in 1917, the town gained title to the land. They graded it and the streets that surrounded it, and citizens began to use the square for Flag Day observations, Christmas tree displays, and rodeos.

In April 1920, Teton County veterans of World War I founded American Legion Post 43. One of the earliest posts in the country, it counted among its members such prominent citizens as Homer Richards, Olaus Murie, and a long list of Ferrins and Linns and Cheneys. They built a hall at the corner of Gill and North Cache and, as a service project, set to work improving the square. They raised $150 and removed some of the old waste (who knows what archaeological curiosities still lurk beneath the square?), planted trees, and built a fence to keep the cows out.

In the early 1930s, the town got serious and did more substantial landscaping. With help from Depression-era public works programs, they roughed in the paths that make an X through the square and raised a monument to the valley's veterans in the center in 1976. In 1932, in honor of the bicentennial of the birth of the country's first president, they named the square George Washington Memorial Park.

Description of Work

Included in this proposal is a picture of the proposed design and a high level time line project plan and a financial letter from the Bank of Jackson Hole detailing the funds the American Legion has on deposit in their bank as well as the latest statement from our Vanguard investment fund. Following these is letter from the original designer, Cliff Poindexter. Also included is a letter from a qualified organization on maintaining and restoration of monuments of this design. Also included are copies from the newspaper ads and public notice letters to all businesses one block surrounding the town square followed by the emails and letters received from individuals who cared to comment on this project.

We, as the American Legion, desire to begin construction of the new monument on Oct 1, 2019 to be able to present the new monument to the town and citizens on Veterans Day November 11, 2019. The time line displays the high-level task required to be performed in order to meet the goal. A more detailed time line project plan can be developed only after approval as it requires the general contractor to create it.

One of the items we desire to have completed is a wall painted by middle school children on "what the military means to them". The American Legion will purchase 4' x 8' plywood that will eventually be used as a safety barrier surrounding the construction project. We thought it would be nice to have these children paint on the plywood during their first two months of school as an art project that can be displayed during the construction timeframe. This can be individual or a group project and the children will be recognized at the unveiling of the monument.

The American Legion is willing to dedicate the monument to the town and give ownership of the monument to the town but the American Legion will resume the role of maintenance and upkeep as well as ensuring new names are added to the monument as required.

The design puts no additional burden on Parks and Recs as the footprint is identical to the existing monument. In fact, it will be easier to remove snow around it as the base is slanted inward allowing a shovel easier access.

The design is still a granite design as this is the only material qualified to last the test of time. However, a slight modification has been made from the original proposed design in 2018. The base is now veneer rock mortared to the base. This allows for a nice tie in with the Antler arches and using mortar versus concrete ensures a better bonding of the material and a greater weather resistance to repetitive freezing and thawing. Furthermore, the seat base is a natural color granite that again tie in with the Antler arches and soften the overall monument. Each side of the monument will have a heading name of the war and the names, branch of service and if deceased; the date of death of the individual. Congress recently voted and approved slight changes to the guidelines for monuments and memorials honoring veterans. We will now be able to combine the Persian Gulf War and the Iraq War conflicts as well as various conflicts such as the Panamanian and Lebanon conflict together. This would allow for two panels to be reserved for future wars. Which could be filled shortly as congress has voted and passed on what has been named the Legion Act. The Legion Act will in essence stating that America has been in some state of military conflict since 1941. In addition, an iconic picture and/or quote from each of the War eras will be engraved at the bottom of each panel that easily identifies and symbolizes each war. These will alternate between panels.

The granite faces of each panel has been changed to inset an additional 6 inches to give 12 inches of flower bed space. We also have moved from entertaining the solar seating panels to exterior LED lighting inside each seat side facing the monument. This is low level LED lighting that will shine up on the faces of each side of the monument at night. Furthermore, a slight 2" natural rock lip edge will be created on the back of each seat to alleviate individuals from sweeping trash into the flower beds as well as give them a toe kick reminder to not step into the flower bed as tourist will want to stand on the seat and have their pictures taken.

Many of the changes that are outlined have come from suggestions from the Arts Task Force, Parks and Recreation Board, Historic Preservation Society and the public.

The American Legion has met with the Public Arts Task Force, Parks and Recs, Teton County Preservation Society, attempted to meet with the Historical Society but they felt they did not need to be involved in a formal meeting setting but stated "they would rather make their comments at the town council meeting", ran an ad in the paper for one month each Wednesday soliciting comments from the public, gave out Public Notice letters to all businesses surrounding and one block off the square, held numerous public meetings at the Legion, and had two signs

installed at the existing monument requesting comment and giving information. These were either stolen or removed two days later.

Below is a list of each panel conflict and the picture and/or quote from each era:

Panel 1 – WWI

"The war the end all wars" – H.G. Wells

Panel 2 – WWII

"In the name of your sacred dead, strike! Let no heart be faint. Let every arm be steeled." – General Douglas MacArthur

Panel 3 – Korea

"They were at the wrong place at the wrong time; naturally they became heroes!" – George Lucas

Panel 4 – Vietnam

No event in American history is more misunderstood than the Vietnam War. It was misreported then, and it is misremembered now." – President Richard Nixon

Panel 5 - Persian Gulf / Iraq War / Panama / Lebanon

It doesn't take a hero to order men into battle. It takes a hero to be one of those men who goes into battle. – General Norman Schwarzkopf

Panel 6 - Afghanistan

"People sleep peaceably in their beds at night only because rough men stand ready to do violence on their behalf."– George Orwell

Panels 7 & 8 are reserved for future conflicts, which of course we pray never occur!

As previously indicated, The American Legion has posted advertisement notices in the paper each Wednesday for a four-week period requesting public comment and held numerous open houses intended to give the public the chance to comment on the new proposed monument. I have included every comment that we received in Appendix A. There was not one negative comment and only a small number of emails and letters were received.

The existing plaques, once removed, will be kept at the American Legion or can be given to the Historic Society if they want them.

I, as the Commander of the American Legion, felt we have met or exceeded every requirement set forth in the new town monument policy. I am requesting a positive vote to finally put this issue to rest so the brave men and women of this valley can be honored in a manner fitting their sacrifices.

Gregory S. McCoy
Commander
Jackson Hole Post #43
American Legion

High Level Project Timeline of Town Veteran Monument Re-build Project

	May	June	July	August	September	October	November
Meet with Town Manager to appoint Lead Department							
Meet with Parks & Recs							
Meet with Art Task Force							
Meet with Town Council							
Review Drawings with Nelson Engineering							
Deliver srawings to G.C.							
G.C. Applies for Demo Permit							
G.C. Applies for Construction Permit							
Deliver plywood to designated spot for kids to paint							
Delver drawings to Stone Manufacturer along with names and art work							
Deliver drawings to Metal Fabricator							
Metal Fabrication in progress							
Rock being manufactured							
Delivery of rock sides of monument to be stored at American Legion							
Erect temp safety wall around existing monument							
Demo existing monument							
Prep monument area awaiting delivery of metal skeleton structure							
Install metal skeleton structure							
Deliver & install rock sides to job site as needed							
Clean up job site							
Cover new monument with tarp							
Remove and display temp safety wall on grass next to monument							11-Nov
Unveil new monument (Veterans Day at noon)							11-Nov

A more detailed project time line will be developed by G.C. with the aid of the American Legion once a[illegible]l has been granted.

July 26, 2019

RE: Account Verification

To Whom it May Concern,

AMERICAN LEGION POST 43 is currently a customer of the Bank of Jackson Hole and has been since July 21, 2014

The account numbers are [redacted]), and [redacted]. The bank routing number is [redacted]

If you have any questions, please feel free to contact me.

Thank you,

Abigail Loyo-Urbiola

Personal Banker
Bank of Jackson Hole
PO Box 7000
990 W Broadway
Jackson, WY 83002
Ph: 307-733-8064
Fax: 307-733-0562
Email: aloyourbiola@boj.com

Bank of Jackson Hole Trust & Wealth Partners

American Legion Post 43 CUST

Account #: [redacted]

Account Summary From: 06/01/2019 to 06/30/2019

	5/31/2019 Valuation	%	6/30/2019 Valuation	%
Cash and Cash Equivalents	[redacted]	2.51	[redacted]	2.75
Fixed		97.49		97.25
Grand Total		100.00		100.00

Account Activity

Beginning Market Value				[redacted]
Income				
Dividend	108.99			
Taxable Interest	2.26			
		111.25		
Receipts		0.00		
Disbursements		0.00		
Net Gain/(Loss)				
Realized Gain/(Loss)	0.00			
Unrealized Gain/(Loss)	239.79			
		239.79		
Net Change				351.04
Ending Market Value				[redacted]

Realized gains/losses are calculated based on beginning values to reconcile period activity.
For complete tax information, please contact your account administrator.

Jackson, WY 83001

From: Clifford Poindexter

The following is the requested resume on my work and qualifications as an architect and designer.

While in college (1954 to 1960) I started working for Knight and Van Talingen Architects in Havre Montana. I did mechanical, electrical, structural drafting and was promoted to Architectural Design drafting in my third year there. After the firm branch dissolved, I moved to Jackson Wyoming in 1964 and finished my seven year apprenticeship with Corbett/Denhert Architects in 1968. I then went to Cheyenne and took the state boards abd opened a design office in Jackson.

My first job was Miller Memorial Park followed by Skeoch Motors & Phillips 66 station on Cache. I then developed the land plans for the Aspens, Scofield Patent, Indian Paintbrush, Riverfront, co-designed Rafter-J and Cottonwood Park. I also developed and designed many homes, condominiums and commercial buildings. Three projects I am most proud of are the Hole in the Wall Mall (Bunnery), Mangy Moose Saloon, and the remodel of the Bensen Hardware into the Pendleton store and the two adjoining shops. I have also remodeled the Rancher Bar three times.

In 2013, I was asked by Courtney Campbell, a member of the American Legion Post 43, to re-design the existing town square Veterans Monument. I went to Bruce Hawtins office on October 22, 2013 to pick-up what their office had already done. I came up with the all black design that was presented to the town in 2018. The American Legion approved this design over 7 designs that was submitted by other members.

Don Perkins took the design to Nelson Engineering and thereafter we came up with preliminary structural drawings and have been meeting with several committees to get final approval.

At this time, I can no longer remain associated with the project due to recently discovered health issues and my more than likely need to move from Jackson this summer. '

My name is one of the names missing from the existing monument as I have lived in the town for more than 25 years. I am saddened to know that I may never see my name engraved on the new monument as it seems unlikely it will ever get past the bureaucratic quagmire that exists in trying to honor our heroes.

Clifford A Poindexter

3/21/2019

. Greg McCoy
P.O. Box 550
Wilson, WY 83014

Dear Mr. McCoy,

I have received your request asking for information on the anticipated maintenance required for the type of veteran's monument you are proposing to build. Frankly, at first read I mistook your letter for a complaint that was directed toward the Vietnam Veterans Memorial Fund. Fortunately, our mutual friend, Kevin Petro, whom gave me the letter explained what you are trying to accomplish as well as a history of your background in the military. First, if you are ever in the D.C. area please stop by my office. I would enjoy meeting you as I have highest regards for anyone that was the recipient of the Distinguish Service Cross, two Purple Heart awards and the numerous other awards you have earned. Kevin told me you were a true soldier of the utmost caliber. I would love to hear your story, if not still classified.

The VVMF (Vietnam Veterans Memorial Fund) is a nonprofit organization authorized by the U.S. Congress in 1980 to build a national memorial dedicated to all who served with the U.S. armed forces in the Vietnam War. Incorporated on April 27, 1979 by a group of veterans led by Jan C. Scruggs, the organization sought a tangible symbol of recognition from the American people for those served in the war.

I have reviewed your design and I hope I answer your request concerning proposed upkeep and maintenance. Your design is breathtaking. I like the various sides dedicated to the individual wars and conflicts as well as a picture that symbolizes each war. In so far as maintenance of the granite is concerned, I should think that a soapy water solution will be best. DO NOT use any ammonia or acidic based soap cleaners. The frequency of cleaning should be determined by the buildup of grime. Granite fortunately cleans itself every time it rains. Unless you are located in a very dirty environment where pollution, smoke or have other factors exist other than normal exposure, your monument shouldn't need much cleaning at all. You mentioned you are located in Jackson Hole Wyoming. Freezing and thawing should not be an issue for granite as it is impervious to weather for the most part.

We clean the Vietnam Memorial wall in sections every other year. We use Ivory soap and water with a very soft brush.

I hope this addresses your issues and I wish you luck. I would enjoy seeing a final picture once completed.

Warmest Regards,

Warren J. Ayers

Warren Ayers
etnam Veterans Memorial Fund
5 South Clark Street, Suite 910
Arlington, VA 22202

How to Clean Granite Headstones

Granite is a popular material for gravestones. It is an excellent type of stone because it is abundant and comes in a variety of colors as well as crystalline textures.

It also weathers slowly compared to other stones like marble and limestone, which means that the engravings on the headstone can be read for hundreds of years.

If a loved one has a granite headstone, this is your complete step-by-step guide on how to clean granite headstones.

Supplies Needed for Cleaning Granite Headstones

You should take the following supplies with you to the cemetery when you intend to clean the granite headstone of your loved one:

For General Cleaning

- A clean bucket.
- Dishwashing liquid (do not use any ammonia, vinegar, or lemon cleaners). Use a gentle cleaner like *Ivory*.
- 4 liters of water (if the cemetery doesn't have water you can use).
- Cotton buds (e.g. *Q-Tips*) for cleaning any inlays and engravings.
- 2 clean rags or cloths for washing the headstone.
- 2 clean, fiber-free white cloths for drying and buffing the headstone (e.g. cloth diaper or microfiber cloth).

For Water-Based Stains

- Baking soda poultice (a mixture containing 1 cup of baking soda, 5 tablespoons (73.9 ml) of liquid dish soap, and enough hydrogen peroxide to give the mixture the consistency of yogurt).
- Plastic wrap (to keep the poultice in place for 24 hrs).
- Masking tape (to keep the poultice in place for 24 hrs).
- 4 liters of water and 2 clean, fiber-free white cloths. (These items are only needed the following day after you wipe off the baking soda poultice.)

For Mold and Mildew Stains

- A clean bucket.
- Hydrogen peroxide.
- 4 liters of water (if the cemetery doesn't have water you can use).
- Protective gloves.
- Soft bristled brush.
- 1 clean rag or cloth for cleaning.

- 1 clean, fiber-free white cloth for drying and buffing the headstone.

For Rust Stains

- A clean bucket.
- Dishwashing liquid (do not use any ammonia, vinegar, or lemon cleaners). Use a gentle cleaner like *Ivory*.
- 4 liters of water (if the cemetery doesn't have water you can use).
- Iron removal poultice. (Mix *Iron Out*, which you can purchase at a hardware store, with flour until you create a mixture that has the consistency of peanut butter.)
- Protective gloves.
- Plastic wrap (to keep the poultice in place for 24 hrs).
- Masking tape (to keep the poultice in place for 24 hrs).
- Soft bristled brush (needed the next day).
- 4 liters of water (needed the next day).
- 1 clean rag or cloth for cleaning (needed the next day).
- 1 clean, fiber-free white cloth for drying and buffing the headstone (needed the next day).

Steps for Cleaning Granite Headstones

You should clean a granite headstone as needed. How often it needs to be cleaned will depend on weather conditions and whether there are trees overhead.
The steps for general cleaning are as follows:

STEP 1: Remove Excess Debris

Before you begin to actually clean the granite headstone, remove excess debris on or around the headstone.

STEP 2: Wash the Granite Headstone with Soapy Water

Squirt a few drops of dishwashing liquid into a bucket filled with 2 liters of water (i.e. half the water you brought).
Do not use any ammonia, vinegar, or lemon cleaners, as their acidic formulas will eat away at the granite's surface! Soak a clean rag or cloth in the soapy water, allowing the cleaning fluid to permeate it.
Wring the rag or cloth a few times to remove excess water. Then wipe the granite headstone thoroughly.
You may have to repeat this process a few times, depending on how dirty the granite headstone is.

STEP 3: Wash the Granite Headstone with Clean Water

To prevent a soapy build-up on the granite headstone over the course of several cleaning sessions, you must wash it with clean water after you have removed the scum.
After you have emptied the bucket of the soapy water, pour 2 liters of clean water into it (i.e. the remainder of the water you brought with you).
Wash the granite headstone several times with another clean rag or cloth. Do not re-use the cloth that you used with the soapy water.

STEP 4: Dry the Granite Headstone

When you finish washing the granite headstone, use a clean white cloth to dry the headstone immediately.
Most cleaners will leave streaks if the granite headstone is not dried immediately.
Make sure to use a cloth that has no excess fibers that could become loose and be left behind on the granite headstone (e.g. a clean cloth diaper or a clean micro-fiber cloth).

STEP 5: Clean Any Inlays and Engravings

Your loved one's granite headstone may have inlays, etchings and engraved lettering.
Use clean cotton buds (e.g. *Q-Tips*) to clean the nook and grannies. After you have dipped the cotton bud in the soapy water, gently scrape away any build up of dirt in the narrow spaces.
You may need several clean cotton buds to completely clean all the inlays, etchings and engravings.

STEP 6: Ensure You Have Removed All Debris

Due to the nature of granite tombstones, some debris and stains may not be apparent to the naked eye.
However, if you run a clean hand over the granite surface you may be able to detect stubborn debris that may have been missed.

STEP 7: Buff the Granite Headstone

Use a new and dry white cloth to buff the granite headstone.
This will ensure that there aren't any streaks, as well as enhance the granite headstone's finish and shine.
Do not use the same cloth that you used in step 3, as it may be damp and leave streaks on the granite headstone.

Steps for Removing Tough Stains on Granite Headstones

You may encounter stains that won't do away after a rub or two with soapy water.
The supplies and techniques you need to use when attempting to get rid of tough stains will depend on the type of stain.
The three most common types of stains on granite tombstones are water-based stains, mold and mildew stains, and rust stains.
Note, however, that you cannot remove a "stain" that is actually damage to the granite. If the surface of the granite has corroded, you will need a professional to repair or remove the damaged area.

Water-Based Stains

With granite tombstones, water-based stains are common because of their exposure to rain and lawn-watering systems.
You can get rid of these stains by making and applying a baking soda poultice.
Baking soda, which is also called sodium bicarbonate, is often used in home-made cleaners. "Poultice" is a fancy word for a soft, moist mixture.
To get rid of water-based stains, follow these simple steps:

STEP 1: Make a Baking Soda Poultice

Mix 1 cup of baking soda, 5 tablespoons (73.9 ml) of liquid dish soap, and enough hydrogen peroxide to give the mixture the consistency of yogurt.

STEP 2: Apply the Poultice to the Stain

Coat the stains on the granite headstone with the poultice. Cover the poultice with plastic wrap and tape the edges down with masking tape.
Let the mixture stand for at least a day before wiping it off.

STEP 3: Wash and Buff the Granite Headstone

Once you have wiped off the poultice, wash the areas where the poultice was applied thoroughly with clean water.
Once you are confident that there isn't any residue, use a new and dry white cloth to buff the granite and remove any streaks.

STEP 4: Repeat Steps 1 to 3 If Necessary

If the stain remains, (e.g. hard-water strains), you may need to repeat the steps above several times.
Each time you do so will result in removing more of the stain.

Mold and Mildew Stains

Although granite gravestones are hard and durable, they are prone to getting mold and mildew stains.

Mold and mildew are both types of fungi that flourish in moist and warm conditions. Mold can be black, green, red or blue in color. Mold is usually thicker than mildew, which typically looks like gray or white powder.
Mold and mildew can cause a granite headstone to become dull and dirty. You should make sure it is frequently cleaned to keep mold and mildew at bay:

STEP 1: Make a Hydrogen Peroxide Mixture

First, create a mixture of hydrogen peroxide and water in a 1:2 ratio in a bucket. Be sure to stir it for 5 minutes. Be also sure to wear protective gloves when making and using the mixture.

STEP 2: Brush the Mold or Mildew Off

Next, use a soft bristled brush to scrape the mold or mildew from the granite surface.
Once the mold or mildew is scraped from the granite headstone, use clean water to rinse the mold or mildew away.
The mold should be thrown into the dustbin as soon as possible.

STEP 3: Do a Patch Test on the Granite Headstone

Test the hydrogen peroxide mixture on a small patch at the back of the granite headstone, at the bottom. You want to make sure your solution does not discolor the granite before proceeding.
Test the solution where any potential discoloration is least visible.

STEP 4: Soak a Clean Cloth in the Mixture

After the mold or mildew is removed from the surface of the granite headstone, soak a clean cloth in the mixture.
If the stained area is small, you can use a small cloth. If the stain covers a large area, a large cloth should be used.
To saturate the mold or mildew, pour a small amount of the hydrogen peroxide water onto the stained area.
Next, place the cloth soaked with the mixture on the molded area. The cloth should remain on the stained area for around 25 minutes in order to be most effective.

STEP 5: Wash the Granite Headstone with Clean Water

After 25 minutes, remove the cloth and rinse the area thoroughly with clean water and wipe it down with a clean cloth.
To ensure that the mold or mildew spores are not attached to the bristles, the brush must be washed thoroughly.
After washing the brush, soak it in the hydrogen peroxide water for 30 minutes.
The cloth must also be washed thoroughly in hot water to kill any spores.

STEP 6: Buff the Granite Headstone

Use a new and dry white cloth to buff the granite. This will ensure that there aren't any streaks, as well as enhance the granite's finish and shine.

Rust Stains

Your loved one's granite headstone may develop rust stains over time. They usually cannot be removed by scrubbing the granite only.
You must apply a cleaner like Iron Out that can access the granite's pores, which is where the stain resides.
These are the steps for removing unsightly rust stains:

STEP 1: Wash the Stained Area with Soapy Water

Pour liquid dish soap into a bucket and add water.
After you have thoroughly washed the area on the granite headstone that has the rust stain, rinse it clean several times.

STEP 2: Make a Poultice

Mix a commercial rust remover (like *Iron Out*) with flour until you create a poultice. It should have the consistency of peanut butter.
The bigger the surface area of the rust stain, the more poultice you will need.
Check the instructions on the packaging for whether you need to wear protective gloves when working with the product.

STEP 3: Cover the Rust Stain with the Poultice

Apply the poultice liberally on the rust stain.
The poultice should also be applied approximately 0.25 inches beyond the edges of the stain. Make the layer of poultice approximately 0.25 inches thick.
If you make it thicker, it wouldn't be more effective, but it will take longer to dry properly.

STEP 4: Cover the Poultice with Plastic Wrap

Your poultice needs time to work and needs to be kept in place while it is drying. Therefore, cover the poultice with plastic wrap and tape the edges down with masking tape.

STEP 5: Let the Poultice Work its Magic

Leave the poultice to sit for 24 hours. Afterwards, gently lift an edge of the plastic wrap and check if the poultice has fully dried.
If it has not, leave it to sit under the plastic wrap for another 12 hours and check it again.

STEP 6: Remove the Poultice and Wash the Granite Headstone

Scrape the dried poultice off the granite headstone with a soft bristled brush or your hand. Then rinse the area clean with water several times.

STEP 7: Buff the Granite Headstone

Use a new and dry white cloth to buff the granite headstone. This will ensure that there aren't any streaks, as well as enhance the granite's finish and shine.

STEP 8: Repeat Steps 1 to 7 If Necessary

If the rust stain remains, you may need to repeat the steps above several times. Each time you do so will result in removing more of the rust stain and have the granite headstone looking its best.

Sealing Granite Headstones to Prevent Future Stains

If you are considering applying a seal to your loved one's granite headstone to prevent stains from seeping into the porous stone, you must **first consult a professional**.

Some types of granite do not require sealants and when they are applied, they become damaged and look as though the area is stained (for example, black granite).

Quick-winged hummers brighten summer

This is an article I penned in August 1981 for the "Birds of Jackson Hole" column in the Jackson Hole News. With a few small updates it's still relevant today, so I thought I'd share.

"In Jackson Hole, hummingbirds are most often noted and are easiest to see in July and August. Some of us are fortunate to have sugar water feeders which attract large numbers of those hyper creatures all summer, but for most of us (and often for feeder owners as well), July and August are the especially active months. And when hummers are active, it can be circus-rodeo-fireworks time all at once.

Far Afield

Bert Raynes

"Hummers are our smallest birds. Some are only 2 3/4 inches long, and they weigh almost nothing. A calliope hummingbird weighs less than 1/10 of an ounce, or 2.5 grams.

"Hummingbirds have long, needlelike bills, just what they need to sip nectar out of flowers. They sport colorful, iridescent plumage. They are incredible flying machines — capable of the short hop or the long flight. Vertical takeoffs are kid stuff up or down. Hovering is normal, the customary feeding posture. Flying backwards or sideways is routine. Sitting seems to be mainly an interim maneuver, lasting just long enough for the bird to discover in which direction to launch an intercept against another hummer.

"Work carried out some years ago at the University of Wyoming-National Park Service Research Center (then at Moran) indicated that a hummingbird will aggressively defend a good food source. "Good" meaning high in energy; "defend" meaning keeping it for himself (or herself), which in turn means trying to drive everybody else away. Which means it gets difficult to see when the "owner" gets time to feed. (One local observer calls him "the boss.") He has to eat, of course, or some fundamental law of energy expended to energy derived would be violated. Besides, that sugar water in the feeder can't evaporate that fast. It's tough work, though, for some are on station at 6 a.m. and not off duty until 10 p.m. An air traffic controllers stint.

"Hummingbirds are tough to identify. They move fast. They're tiny. Females and immatures of many of the 15 North American species are similar, identical to the eye. Throat feather colors, often the best field mark, are just featureless black patches or specks in poor light; it usually takes sunlight to reflect iridescent colorations.

"Locally, we have records of four hummer species: black-chinned; broad-tailed; rufous; and calliope. The calliope is the smallest hummingbird and is common in Jackson Hole. The male calliope has purple-red streaked feathers on a white throat. The popular name for these birds is the hummer because their wings bat so fast they make a humming noise. Broad-trailed hummingbird wings, however, make a shrill metallic whistle. That noise and the solid red male throat and green head identify the broad-tail.

"The black-chinned hummingbird's throat patch is truly black (in all light), the head is green and black, and there is a purple patch on the upper chest as well. The rufous male is a solid reddish all over its head and back and has a brilliant red throat patch. It's a gorgeous little fellow.

"Identification of birds is, I suppose, the birdwatcher's nectar. To many it is fun to know what species a particular bird is. (To others it's an obsession, but surely nobody around here is in such a sorry state.) With hummingbirds in sight — maybe a half dozen or two dozen, males, females, immatures, all zipping erratically and abruptly all about — it's pretty unlikely (probably impossible even if you're an expert) that you can identify each one every time.

As I've convinced myself about wildflowers, it's quite often enough simply to enjoy seeing them. Enjoy the hummers in July and August because they will leave in early to mid-September, heading south. Enjoy them and encourage them to fuss and feed on their supplemental one-part sugar, four-parts water diet so long as they brighten up our summer."

Bert Raynes

A rufous hummingbird rests on an aspen branch.

•

Field notes: See any ground squirrels lately? I can't remember a summer with so many chislers. How about you?

Bert Raynes writes weekly on whatever suits his fancy with a dash of news on nature. Contact him at columnists@jhnewsandguide.com.

DEADLINES

The following deadlines apply to various items regularly printed in the Valley section. If items are submitted later than the deadline, they may or may not be printed that week.

To submit an item, mark it "Attn: Melissa Cassutt" and drop it by the News&Guide, 1225 Maple Way, e-mail it to valley@jhnewsandguide.com, fax it to 733-2138 or call 732-7076. Photos marked on the back with a name and telephone number should be dropped by the office with a self-addressed, stamped envelope if they need to be returned. Calendar items may be submitted at JHNewsAndGuide.com/calendar.

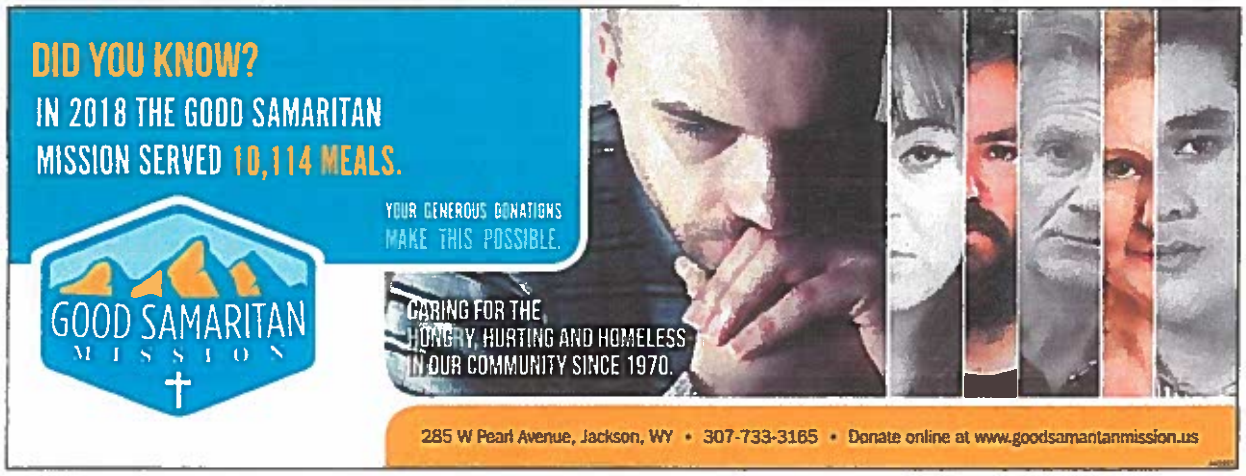
- **People items:** 5 p.m. Friday
- **Breeze items:** 5 p.m. Friday
- **Calendar items:** noon Monday
- **Obituaries:** noon Sunday
- **Deathnotices:** 10 a.m. Monday

PUBLIC COMMENT REQUESTED

The American Legion is seeking public comment on the reconstruction of the town square veterans' monument. If you would like to comment, you may do so by either stopping by the American Legion located at 190 North Cache on Thursdays, Fridays or Saturdays during lunch hours, or by sending an email to jhlegion.commander@gmail.com.

The vision of the American Legion is to ensure county veterans from all conflicts are honored.

THE AMERICAN LEGION 190 N Cache St, Jackson, WY



** PUBLIC NOTICE **

This notice is to inform you and your business that the Jackson Hole American Legion Post #43 intends to re-construct the Town Square Veterans Monument. Our goal is to ensure all qualifying veterans from this county are recognized. The American Legion will be hosting open house meetings every Thursday and Friday at noon as well as 7:00 p.m. for the rest of this month. If you have any comments, positive or negative, we would like to hear from you. If you cannot attend one of these dates, please send an email to jhlegion.commander@gmail.com.

On August 5th, 2019; the American Legion will be asking for permission to begin construction in October in an attempt to unveil the new monument on Veterans day November 11.

Thank you

Greg McCoy
Commander
American Legion Post #43

JHLegion43 Commander <jhlegion.commander@gmail.com>

On Sun, Jul 21, 2019, 6:45 PM Don Tyrrel <don.tyrrel@yahoo.com> wrote:

This sounds awesome,

I definitely like to stand tall with you 😉

I think the honoring all vets is done elsewhere, like the Capital, if anything I'd do a large dedicated plaque for Wyoming Veterans over the valley vets

Don Tyrrel

Eva Alley <eva.alley@gmail.com>

Wed, Jul 24, 1:28 PM (5 days ago)

to me

Hello,

My dad, John Joseph Poljanec, lived in Jackson from 1964 to the 2010's and made a major contribution to the Jackson community. Will his name be able to be put on the veterans' monument? Please include and honor his service in the US Navy. He often spoke of his time on the ships and on Iwo Jima. You can contact me at 720-2337562 if you have any questions.

I am so happy Jackson is finally replacing that ugly thing. It's just so unattractive!

Thank you for your kind consideration,

Eva Poljanec Alley

2638 S 575 W

Syracuse, Utah 84075

JHLegion43 Commander <jhlegion.commander@gmail.com>

On Mon, Jul 22, 2019, 2:25 PM Joy Rynholt <joyr1961@yahoo.com> wrote:

Mr. McCoy

I stopped by the Legion on Friday and spoke with you about the new monument proposal. I think someone is in need of a huge compliment; but as you stated, this is an entire Veteran and community project so I am not sure who to thank. But it is about time something occurs that honor all the men and women from Teton county. My father is not on the monument and he died in 2012 in an automobile accident. He fought in the Persian Gulf war. I heard him say many times that when he dies, no one will know other than his family and friends that he fought for this country and this county. He contacted the

Legion many times asking how he could get his name on the monument as he lived in the Valley since 1981. No one could give him any answers. When I heard what you are attempting to do, I must admit I cried. My dad would be so happy to see someone is looking out for the Veterans. You said that if approved, you will be placing another ad in the paper and on the radio asking anyone that wants to ensure their loved ones are on the new monument to contact you with the information, that is so awesome. I gave you my Dads info at the meeting. Thank you from the bottom of my heart.

Joy Rynholt

JHLegion43 Commander <jhlegion.commander@gmail.com>

On Sun, Jul 15, 2019, 9:45 PM Karen Eustice <kU1982@hotmail.com> wrote:

Hello,

I saw the ad in the paper and wanted to send you my thoughts on the proposed monument. Though the old monument is something I recognize as something familiar each time I go to the square, I must say the new proposal is very nice too. I saw a picture of it in the Legion building last week. The detail that must of went into the design was impressive. I cannot remember who I spoke with, he was wearing a Coast Guard hat, explained all the things about the new monument that would make it a center point and much more useful than the existing one. I never really gave it much thought we as a community are not honoring all the veterans from this area because the existing monument is to small. I think it is a good thing that the Legion is trying to do. I do not have anyone in my family that was military but I know you guys are protecting us. I thank you for that.

Karen

JHLegion43 Commander <jhlegion.commander@gmail.com>

On Sun, Jul 17, 2019, 1:22 PM Mark Wheeler <mwheeler@trainman.com> wrote:

Dear Sirs,

My name is Mark. My family has only lived in the valley for 3 years. The first time I saw the Veterans Monument in the town square I was taken aback and honestly ashamed. My father died in Vietnam. I only knew him when I was young and he left to fight when I was only 10 years old. My brother is in the Army and is near retirement. I also have two cousins in the military as well. I have seen many monuments in towns all over the United States during my travels. Most if not all are impressive. Teton Counties is such a disgusting hunk of crap that shows little thought went into the design or thoughts that would ensure future conflicts would have a place as well. I am sorry. I hope I am not coming across to bad but why has it taken this long for something to occur to honor the people who ensured we all stay free and enjoy the rights that are not just given us but was fought for. I read about the last attempt the Legion made to the town council and was sickened by the negative outcome they took. You guys fought hard for our freedom and deserve to be recognized!

Mark

JHLegion43 Commander <jhlegion.commander@gmail.com>

On Tue, Jul 19, 2019, 8:12 AM Tim Coit <tcbc@me.com> wrote:

Dear Commander,

Hooraa. It is so refreshing to me to know someone is looking out for the Veterans in this county. I attended your meeting last week at the Legion as I read a flyer I saw at one of the art galleries on the square. I think the new design is great. It is very attractive. You can tell there was a lot of thought that went into the design as when you were explaining the reason for all of details it made so much sense. Even though only a few people showed up, you could tell everyone was so happy to see something positive was happening. Keep up the good work. You guys are the best.

Tim and Beth Coit

7/24/2019

Dear Sir,

I saw the ad that has been placed in the paper detailing your desire for public comment on the reconstruction of the monument in the middle of the square. I think its admirable that you are attempting to ensure all the veterans who fought are honored. I did not realize that so many young men and women from this area fought to ensure I enjoyed all the things I get to do everyday and this community has chosen to have simply forgotten them.

I watch the news every day and I now have a different view and feeling each time I hear that some military individual was killed. Your bringing this injustice to the front of the community is a good thing. Maybe we can start thinking about the men and woman who are suffering everyday away from their families instead of our every day petty issues. My feeling is that we, as a town, should do everything possible to ensure that this proposed monument gets built. I will be there the day you unveil the new monument with a flag in my hand.

Thank you

Rose Williams

American Legion,

I think it is great what your doing. The old monument is not very attractive nor meets the needs of its intent. I am happy to hear that your organization is attempting to do something positive for the town. The new monument will attract so many more people to the square during tourist season. The current one is a joke for a town and county as rich as it is. It will enhance the park and make visitors realize how much this area supports our military. Keep up the good fight!

Dick Lumpkin

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: JULY 31, 2019
MEETING DATE: AUGUST 5, 2019

SUBMITTING DEPARTMENT: PLANNING & BUILDING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTERS: PAUL ANTHONY

SUBJECT: DEMOLITION PERMIT APPLICATION B19-0450 – REQUEST FOR STAY OF DEMOLITION PERMIT

OWNER: 212 EAST PEALR BLAZ, LLC.

STATEMENT/PURPOSE

The purpose of this item is to consider a stay on the issuance of a demolition permit for a structure located at 230 East Pearl Avenue.

BACKGROUND/ALTERNATIVES

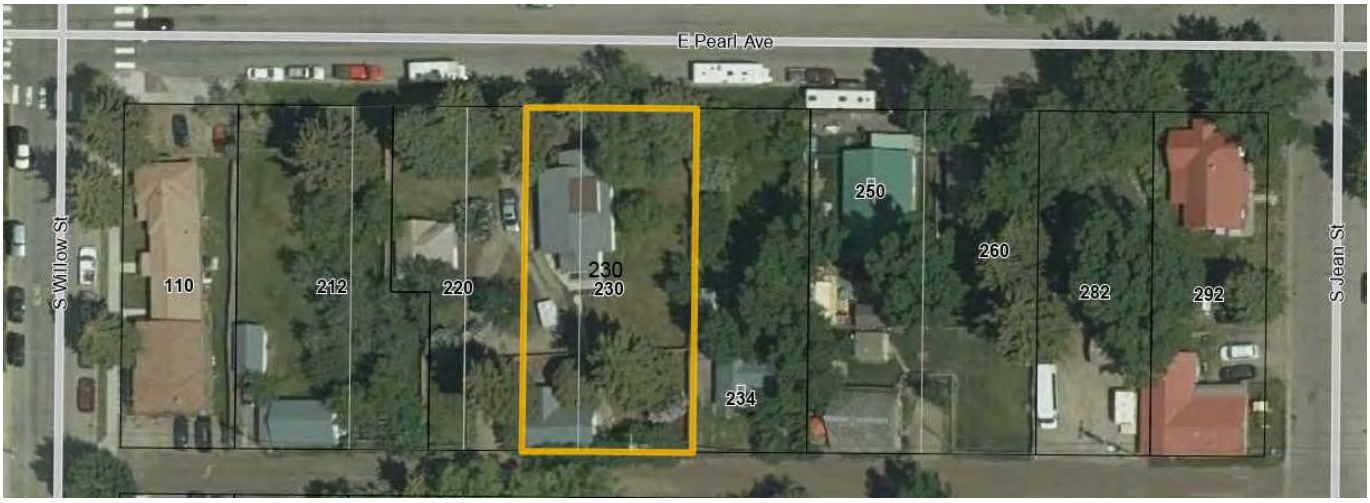
On June 20, 2019 the Town received a demolition permit application for the property located at 230 East Pearl Avenue which contains two (2) separate structures.

Pursuant to Town demolition procedures for structures listed on the Teton County Historic Preservation Board (the Board) non-exclusive list of structures which are either in excess of fifty (50) years old or are otherwise historically or architecturally significant, the application was forwarded to the Board for review and recommendation. In an email dated July 11, 2019 the TCHPB requested that Town Council consider granting a 90 day stay on the issuance of the requested demolition permit for one of the structures on the property. Municipal Code Section 15.38.020D.2.B states that the purpose of the stay is to allow public comment and in order for the applicant, the Board and other interested parties to explore alternatives to demolition. In addition, Section 15.38.020D.2.B states that the Board shall cite the historic preservation principles upon which it is relying to make its comments or recommendations regarding the impact of such demolition on historic preservation. Please see the attached documentation related to this structure provided by the Board.

In considering this request, staff notes that Council may choose to grant a stay in the issuance of the demolition permit up to a maximum of 90 days, but upon the completion of that time period, the permit would be issued and the structures would be allowed to be removed as requested by the property owner.

LOCATION

The subject property is located at 230 East Pearl Avenue legally described as Lot 19, Cache 4, Cache Creek 4th Addition to the Town of Jackson.



COMPREHENSIVE PLAN ALIGNMENT

Staff has provided the following Principles and Policies from Chapter 4: Town as the Heart of the Region – The Central Complete Neighborhood for Council consideration in regard to this application.

Principle 4.5 — Preserve historic structures and sites
Our community is proud of its history. Encouraging the preservation and awareness of historic structures and sites contributes to economic development, helps preserve historic resources, and maintains our awareness of local culture and history.

Policy 4.5.a: Identify and preserve historically significant structures and sites
Many areas, improvements, buildings and structures in the community have features with historic character or special historic or aesthetic value. Often these historic sites represent architectural products of distinct periods in the history of Jackson. The protection, enhancement and perpetuation of sites with historic character or special historical or aesthetic value are of public necessity. The preservation of cultural and historic sites is in the interest of the people of our community, and the preservation of historically significant buildings and sites will be encouraged.

Policy 4.5.b: Support the Historic Preservation Board
The Teton County Historic Preservation Board (TCHPB) has several on-going programs that identify historic properties and nominate the most significant structures for National Register designation. The Town and County will continue to support the Historic Preservation Board in its efforts to document and preserve historic buildings and sites. Further, the Planning Commissions and elected bodies will consider the recommendations of the Board when reviewing development applications.

STAKEHOLDER ANALYSIS

Staff finds stakeholders on this application to be all residents and visitors to the Town of Jackson.

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Teton County Historic Preservation Board Request
Engle Survey Project May 2011

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Staff has made no recommendation on this item.

SUGGESTED MOTION

I move to grant a ____ (up to 90) day stay on the issuance of Demolition Permit Application #B19-0450.

Kelly Bowlin

From: Mackenzie King <mking@dubbe-moulder.com>
Sent: Wednesday, July 31, 2019 10:21 AM
To: Kelly Bowlin
Cc: 'Katherine Wonson'; 'Erin Gibbs'; Esther Judge-Lennox; 'Michael Stern'; Kurt Dubbe; 'Frank Johnson'; 'Betsy Engle'; 'Smith Sherry'; 'Kristine Abbey'; 'Monay Olson'
Subject: RE: 230 & 220 E Pearl, DEMO
Attachments: Re: 230 & 220 E Pearl, DEMO

TCHPB members (and Betsy), please advise if we have any additional historical information or surveys for the 230 E Pearl property.

Kelly,

As far as I know, we do not have a Wyoming Cultural Properties form for 230 E Pearl, but we did use this "Historic Structures Report, East Pearl Avenue, Jackson WY" as reference for the historical significance of this neighborhood and property, see link: Engle_Survey Project_May 2011.pdf.

My below response is a summary of the property analysis that TCHPB completed before voting, and why the 90-day stay has been recommended:

The residence, built in 1935, possesses architectural significance by exhibiting archetypal elements of a 1930s Jackson home (also part of the original Van Vleck block, which is one of Jackson's oldest neighborhoods east of the town square). The residence's also exhibits signs of integrity with respect to materials, design, workmanship, location, and setting. While the interior of the home appears to be "gutted" (likely due to asbestos abatement), the exterior is still intact, and could be relocated or reused for future use. If preservation on-site is not an option, then TCHPB would like to explore potential move-ability, with the Owner and other interested parties.

TCHPB is currently coordinating with Esther Judge (owner of Shacks-on-Racks), to find a new owner and location for the residence (230 E Pearl). Her most recent email to TCHPB is attached, and it sounds like there is high likelihood of being able to relocate this residence. I believe Esther is still coordinating with the Owner (Zack Stern) on the moving-details (a 90-day stay will also provide the time needed to finalize the logistics).

We will send a TCHPB representative to the August 5th Town Council meeting.

Thank you,
Mackenzie

Mackenzie King
Intern Architect

MAIL: **P.O. Box 9227**
SHIP: **1160 Alpine Lane Suite 2A**
Jackson, WY 83002
PHONE: **307.733.9551** FAX: **307.733.4302**
mking@dubbe-moulder.com
www.dubbe-moulder.com

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From: Kelly Bowlin [mailto:kbowlin@jacksonwy.gov]
Sent: Wednesday, July 31, 2019 9:05 AM
To: Mackenzie King <mking@dubbe-moulder.com>
Subject: FW: 230 & 220 E Pearl, DEMO

Did the TCHPB fill out a Wyoming Cultural Properties form for 230 E Pearl Ave as part of their request for a 90-day stay? Or do they have any information regarding the historical significance of this building that can be incorporated into the Council staff report. We are trying to get this on the August 5th agenda.
Kelly

Kelly Bowlin
Development Coordinator
Town of Jackson
PO Box 1687
Jackson, WY 83001
307-733-0520 X1352

From: Mackenzie King [mailto:mking@dubbe-moulder.com]
Sent: Tuesday, July 23, 2019 10:02 AM
To: 'Esther Judge-Lennox' <esther@shacksonracks.com>
Cc: Kelly Bowlin <kbowlin@jacksonwy.gov>; 'Katherine Wonson' <katherinewonson@gmail.com>; 'Erin Gibbs' <gibbs.erin.e@gmail.com>; 'Michael Stern' <michael@masplaces.com>; 'Smith Sherry' <sherrys@mail.smu.edu>; 'Kristine Abbey' <kristinejannel@gmail.com>; 'Kurt Dubbe' <kurt@dubbe-moulder.com>; 'Monay Olson' <monay@theshinegroup.net>; 'Frank Johnson' <20jax10@gmail.com>; 'Betsy Engle' <eoflint.engle@gmail.com>; 'Morgan Albertson (Google Drive)' <malbertson@gmail.com>
Subject: RE: 230 & 220 E Pearl, DEMO

Hi Esther,

Thank you for helping coordinate the movability of 230 E Pearl! Attached is the original demolition permit application, including the asbestos certification / waste manifest (154 bags of asbestos were removed). I do not have a structural report.

Zach Stern is indeed the owner, but I have not been able to successfully reach him through email (I do not have his number, but maybe Michael Stern does since he previously talked with Zach regarding the adjacent E Pearl property to the west of 230 E Pearl, 212 E Pearl I believe).

Hope this helps, thank you again!
Mackenzie

Mackenzie King
Intern Architect

MAIL: **P.O. Box 9227**
SHIP: **1160 Alpine Lane Suite 2A**
Jackson, WY 83002
PHONE: **307.733.9551** FAX: **307.733.4302**
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From: Esther Judge-Lennox [mailto:esther@shacksonracks.com]
Sent: Sunday, July 21, 2019 10:51 AM
To: Mackenzie King <mking@dubbe-moulder.com>
Cc: Kelly Bowlin <kbowlin@jacksonwy.gov>; Katherine Wonson <katherinewonson@gmail.com>; Erin Gibbs <gibbs.erin.e@gmail.com>; Michael Stern <michael@masplaces.com>; Smith Sherry <sherrys@mail.smu.edu>; Kristine Abbey <kristinejannel@gmail.com>; Kurt Dubbe <kurt@dubbe-moulder.com>; Monay Olson <monay@theshinegroup.net>; Frank Johnson <20jax10@gmail.com>; Betsy Engle <eoflint.engle@gmail.com>; Morgan Albertson (Google Drive) <malbertson@gmail.com>
Subject: Re: 230 & 220 E Pearl, DEMO

Hi team,

I met with a mover today regarding 230 e Pearl. It is very movable and Philip and I will move it to our property if we can't find another home for it. It will cost between 40k-50k to move south of town and slightly more to go to victor. The garage is not worth moving, it has multiple additions and has been through a fire. The original structure is log.

Is there a structural report, asbestos findings or any relevant info I can pass along to the mover?

Also, has the owner replied to anyone? It's Zach Stern, correct?

I'd like to get moving on this one.

Thanks,
Esther

On Jul 11, 2019, at 10:01 AM, Mackenzie King <mking@dubbe-moulder.com> wrote:

> Dear Kelly,
>
> Thank you for including the Teton County Historic Preservation Board in the review of the following demolition permit applications (received 06/20/19 +21 days = 7/11/19, response due back today):
> 1) 230 E Pearl Ave (residence)
> 2) "220" E Pearl (no official address for this detached garage)
>
> After reviewing both properties, we are not going to recommend to delay the demolition process for the detached garage ("220" E Pearl). However our Board has voted to recommend a 90-day stay on the residence, 230 E Pearl. The residence, built in 1935, possesses architectural significance by exhibiting archetypal elements of a 1930s Jackson home (also part of the original Van Vleck block, which is one of Jackson's oldest neighborhoods east of the town square). The residence's also exhibits signs of integrity with respect to materials, design, workmanship, location, and setting. While the interior of the home appears to be "gutted" (likely due to asbestos abatement), the exterior is still intact, and could be relocated or reused for future use. If preservation on-site is not an option, then TCHPB would like to explore potential move-ability, with the Owner and other interested parties.
>
> Please keep TCHPB informed of the upcoming Town Council meeting where this 90-day stay will be voted upon. We will be happy to send a representative to speak on behalf of the Board and provide further clarification if needed. We appreciate you including us in this review!
>
> Mackenzie King
> For the Teton County Historic Preservation Board

Mackenzie King
Intern Architect

MAIL: P.O. Box 9227
SHIP: 1160 Alpine Lane Suite 2A
Jackson, WY 83002
PHONE: 307.733.9551 FAX: 307.733.4302
mking@dubbe-moulder.com
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<06-20-19_220+230 E Pearl_DEMO.zip>

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Kelly Bowlin

From: Mackenzie King <mking@dubbe-moulder.com>
Sent: Thursday, July 11, 2019 10:02 AM
To: Kelly Bowlin
Cc: 'Katherine Wonson'; 'Erin Gibbs'; 'Michael Stern'; 'Smith Sherry'; 'Kristine Abbey'; Kurt Dubbe; 'Monay Olson'; 'Frank Johnson'; 'Betsy Engle'; Esther Judge-Lennox; 'Morgan Albertson (Google Drive)'
Subject: 230 & 220 E Pearl, DEMO
Attachments: 06-20-19_220+230 E Pearl_DEMO.zip

Dear Kelly,

Thank you for including the Teton County Historic Preservation Board in the review of the following demolition permit applications (received 06/20/19 +21 days = 7/11/19, response due back today):

1) 230 E Pearl Ave (residence)
2) "220" E Pearl (no official address for this detached garage)

After reviewing both properties, we are not going to recommend to delay the demolition process for the detached garage ("220" E Pearl). However our Board has voted to recommend a 90-day stay on the residence, 230 E Pearl. The residence, built in 1935, possesses architectural significance by exhibiting archetypal elements of a 1930s Jackson home (also part of the original Van Vleck block, which is one of Jackson's oldest neighborhoods east of the town square). The residence's also exhibits signs of integrity with respect to materials, design, workmanship, location, and setting. While the interior of the home appears to be "gutted" (likely due to asbestos abatement), the exterior is still intact, and could be relocated or reused for future use. If preservation on-site is not an option, then TCHPB would like to explore potential move-ability, with the Owner and other interested parties.

Please keep TCHPB informed of the upcoming Town Council meeting where this 90-day stay will be voted upon. We will be happy to send a representative to speak on behalf of the Board and provide further clarification if needed. We appreciate you including us in this review!

Mackenzie King
For the Teton County Historic Preservation Board

Mackenzie King
Intern Architect

MAIL: P.O. Box 9227
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Jackson, WY 83002
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HISTORIC STRUCTURES REPORT
East Pearl Avenue, Jackson, WY

By Elizabeth Engle, Architectural Historian

May 2011

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Survey Results	6
History	10
Architectural Analysis	12
Integrity	15
Condition	16
National Register Eligibility	16
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Appendix A: Map Indicating Contributing Resources

Appendix B: Survey Forms

Appendix C: Photographs

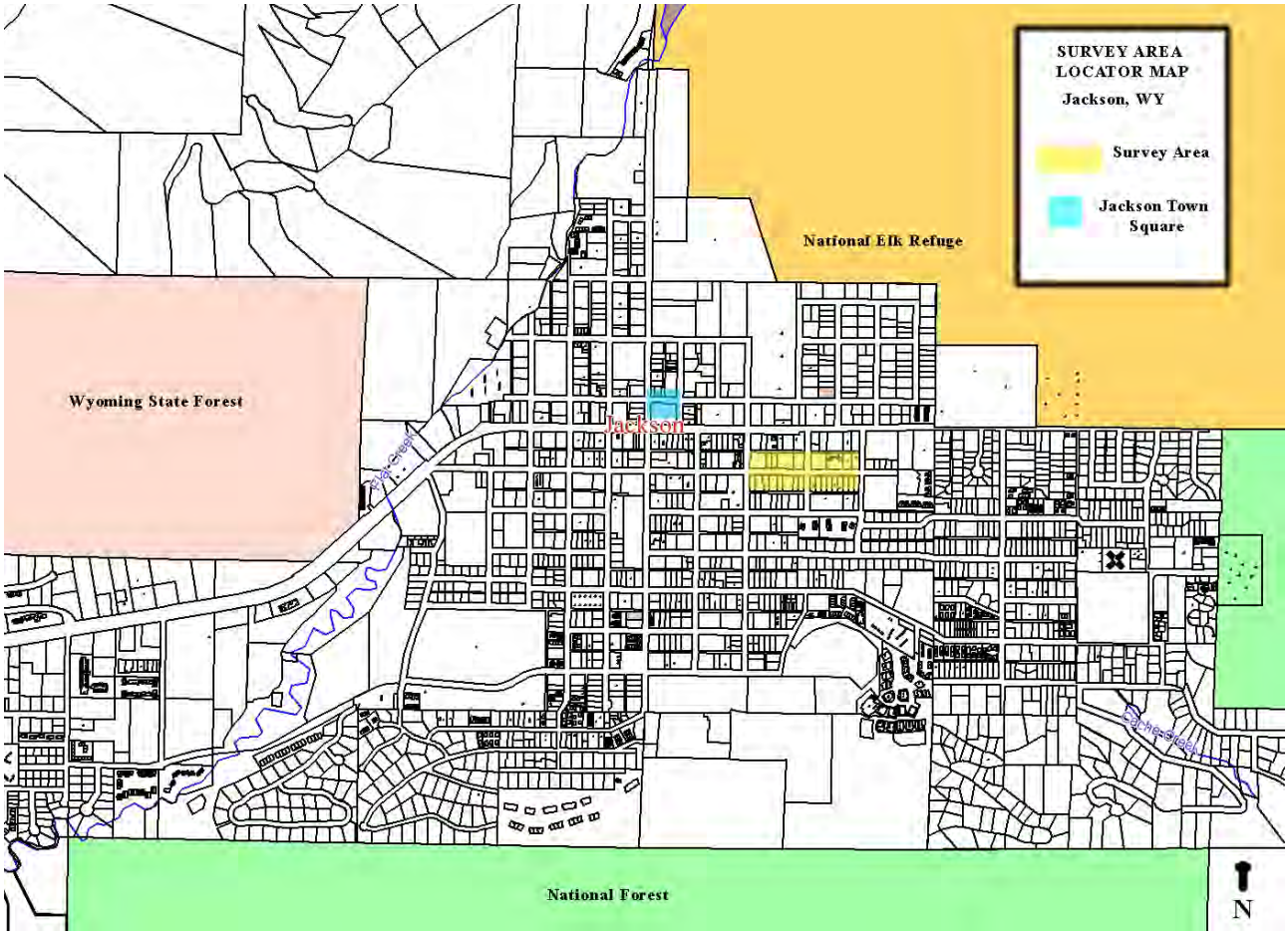
Introduction

This project examined the historic significance of two blocks on East Pearl Avenue in Jackson, WY, a town of approximately 9,000 residents. Nestled at 6,500 feet above sea level at the base of the Teton Mountains, Jackson was settled in the late nineteenth century. A town rich with pride of its unique scenery and wildlife populations, interest in historic and cultural resources was limited until recently. This survey is meant to help fill in a number of the gaps in the towns understanding of its built cultural heritage.

The survey area encompassed the two blocks between Willow Street and Gros Ventre Street, located three blocks east and one block south of the Jackson town square. The neighborhood was selected because of its seemingly high concentration of historic homes dating to the first half of the twentieth century, and because of its proximity to the center of Jackson. It was also selected because of its threatened status: many neighboring streets, which once matched Pearl Avenue with historic homes, have recently seen a great construction boom that replaced many old cottages with larger, modern residences.

The surveyed area is primarily residential, with the exception of the Alpine Motel, which still operates on the corner of Jean St. and Pearl Ave. The surveyed blocks are located on the edge of the downtown commercial district, which begins on Pearl Street west of the surveyed area, and on the northwestern edge of East Jackson, a residential area consisting of approximately ten blocks. It is also located in close proximity to several open spaces, including the National Elk Refuge, located just north of the surveyed area, and both state and national forest lands. The Snow King Ski Resort, located on National Forest land to the south of the district, is a distinct landmark visible from nearly all of the properties surveyed.

This survey examines the twenty-six separately owned properties and approximately thirty-seven associated buildings located on the tree-lined street. It considers both the architectural style of the buildings, as well as the social trends characterized by the architecture in order to determine the historic significance of the each property, and offers recommendations for the preservation of the area.



Map of Jackson, WY. The center of town and surveyed areas are highlighted in blue and yellow, respectively.

Methodology

The author, Elizabeth Engle, spent three days in the field in order to fully understand the surveyed area. First, on May 12, 2011 a windshield survey was conducted in order to determine the approximate breakdown of older versus newer homes and the overall condition of the survey area. This involved walking the two blocks several times, looking at the architectural features of the buildings and considering their overall integrity.

Second, a more thorough look at the buildings was undertaken in order to fill out survey forms for each property. The Wyoming State Historic Preservation Office furnished the survey forms, which asked for identifying information about each property, including address, construction materials, architectural style, history, and a determination of significance. The process of

completing the survey forms in the field took a day and half and occurred on May 12-13, 2011. Another three days was then taken to complete the history and analyze the significance of each property. This process resulted in the completed survey forms attached in Appendix A, and a collection of photographs attached in Appendix B. The survey results and photographs were used to determine contributing and non-contributing buildings, and were helpful in discerning trends and common architectural features visible throughout the survey area.

Finally, once the report was written, a third site visit was made to confirm the authors conclusions. This visit occurred on May 27, 2011.

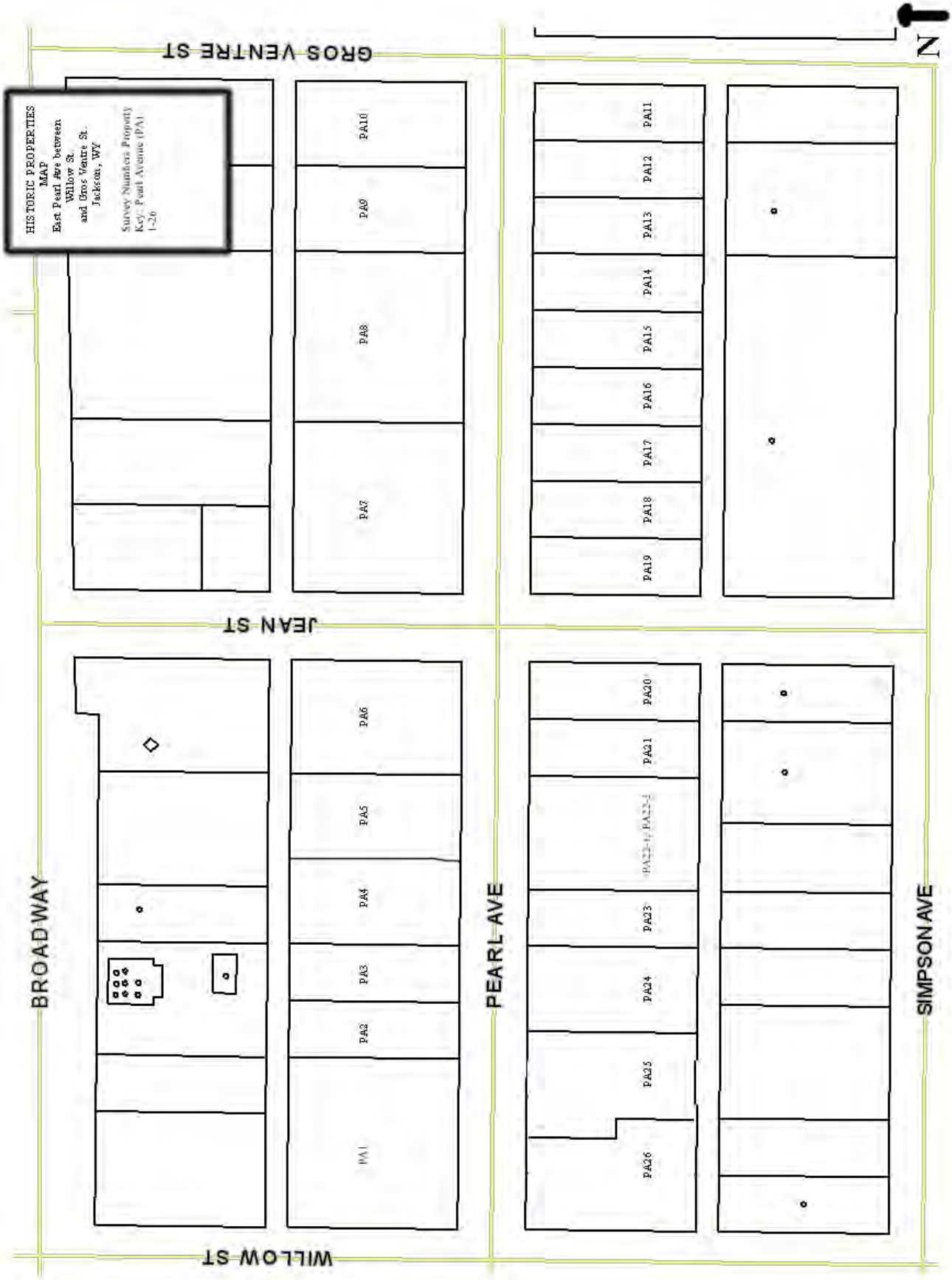
Tool specifications:
Survey Form: Wyoming Cultural Properties Form for Historic Buildings, Structures, and Objects (rev. 3.0 5/29/11)
Camera: Kodak EasyShare Z980 Digital Camera.

In organizing the properties, a numbering system was developed to identify the buildings. Each property, as indicated on the Teton County GIS map, was given a number between 1 and 26. The suffix "PA" was attached to each number to indicate the location of the property on Pearl Avenue. The numbering starts at the northwest corner of the survey area and ascends up the entire north side of the street, then crosses the street and ascends west down the south side of the street. Thus PA1 is directly across Pearl Ave. from PA26.

Where several buildings existed on a single property, the author determined their relationship to each other an either grouped or split them accordingly. If the two buildings were unrelated, as on PA1, for instance, where a doctors offices is located in one corner of the lot and three apartment buildings are located at the other side of the lot, two survey forms were completed and the buildings were give separate numbers, PA1-1 and PA1-2. Where the buildings were clearly related and offered a more complete picture when considered together, such as on PA6 where the house, barn, and chicken coop form a complete farmstead, they were grouped together on a single survey form and numbered solely PA6.

The surveyed properties with their addresses and survey numbers are:

STREET ADDRESS	**SURVEY NUMBER**
80 South Willow St.	PA1
235 East Pearl Ave.	PA2
245 East Pearl Ave.	PA3
255 East Pearl Ave.	PA4
265 East Pearl Ave.	PA5
285 East Pearl Ave.	PA6
70 South Jean St.	PA7
365 East Pearl Ave.	PA8
375 East Pearl Ave.	PA9
385 East Pearl Ave.	PA10
382 East Pearl Ave.	PA11
380 East Pearl Ave.	PA12
370 East Pearl Ave.	PA13
360 East Pearl Ave.	PA14
350 East Pearl Ave.	PA15
340 East Pearl Ave.	PA16
330 East Pearl Ave.	PA17
320 East Pearl Ave.	PA18
310 East Pearl Ave.	PA19
292 East Pearl Ave.	PA20
282 East Pearl Ave.	PA21
260 East Pearl Ave.	PA22-1
250 East Pearl Ave.	PA22-2
240 East Pearl Ave.	PA23
230 East Pearl Ave.	PA24
212 East Pearl Ave.	PA25
110 South Willow St.	PA26


HISTORIC PROPERTIES
MAP
East Pearl Ave between
Willow St.
and Gros Ventre St.
Jackson, WY
Survey Numbers Property
Key: Pearl Avenue (PA)
1-26
N
GROS VENTRE ST
JEAN ST
WILLOW ST
BROADWAY
PEARL AVE
SIMPSON AVE
PA1
PA2
PA3
PA4
PA5
PA6
PA7
PA8
PA9
PA10
PA11
PA12
PA13
PA14
PA15
PA16
PA17
PA18
PA19
PA20
PA21
PA23
PA24
PA25
PA26

Survey Results

The completed survey forms identified four major periods of construction in the survey area that were useful in determining significance for the buildings. The first category is made up of those buildings that date to before 1927, the year the Van Vleck plat (described below in the history section) was formally outlined. The second category of buildings date to the period between 1929 and 1950, or the War era just after the plat was expanded. The third group represents those buildings that contributed to the post-war tourism boom that occurred in Jackson in the 1950s. The final category of buildings is the modern era construction.

Of these four categories, the first three were determined to be significant historic periods in the development of the town of Jackson, as outlined below in the history section of this report. In the survey area, twenty-six of the thirty-seven buildings, or approximately 70%, date to pre-1955. Of those twenty-six buildings, however, only twenty-three, or approximately 60% of the total, were determined contributing buildings. PA1-1, PA16, and PA20, all of which date to the period of significance, have been too greatly altered to be considered contributing buildings.

The majority of the historic buildings date to the 1927-1950 period, when the town of Jackson grew significantly. Specifically, fifteen of the twenty-three, or 65% of the contributing buildings, date to that period. Five buildings located on two properties, specifically the three buildings that make up PA6, known as the Lamb property, and the two buildings on PA25, date to the pre-1929 period. Together, they represent approximately 22% of the contributing buildings. Finally, those buildings that date to the 1950s period make up 13% of the contributing buildings.

The major period of significance is the 1927-1950 period. The residences constructed during this era share a number of common attributes, as discussed in the architectural analysis section. Mainly small bungalow type buildings, together they convey the character of early Jackson. The early buildings, specifically the Lamb property, PA6, named for it's original owners, George and Helen Lamb, and the later buildings, specifically the Alpine Motel, formerly Al's Motel, are significant less for their architecture, and more as representations of social developments in the town of Jackson.

Constructed in 1922, the Lamb property consists of a main house, a small barn, and a chicken coop. Originally homesteaders south of town, the Lamb's moved to Jackson in the 1920s. The Lamb's were like many families who could not survive in the harsh environment, and moved to town in hopes of finding work. Their property is representative of this move, and likely fits with a number of small farmsteads that can be found throughout East Jackson. A larger survey area may yield more information about this context.

The Alpine Motel, PA7, was constructed in the early 1950s, and represents a different social development that occurred in Jackson, WY: the tourist boom. With the rise of tourism after World War II, motels and hotels sprang up around the town. A study of where the Alpine Motel fits with the fifteen or so remaining motels from what the Wyoming chamber of commerce called the "Wonderful Wyoming" era would surely clarify the significance of this property. It's early construction date, right after World War II, suggests that it may have been one of the first motels in Jackson to cater to the modern automobile tourist.

PA6, Lamb Residence, on the left, and PA7, the Alpine Motel, on the right, are directly across the street from one another, and represent two very different eras in the history of Jackson Hole. In both cases a larger survey area may result in a clearer picture of the significance of the property.

Finally, one residence, PA2, was an outlier in the survey area. The residence was originally constructed in 1920 as a small log cabin. Since then, several major additions have transformed the building. As a 1920s cabin, the residence has lost too much integrity to be considered a contributing structure. As a modern 1970s building, however, it stands out as a unique piece of architecture. To the author's knowledge, no similar buildings exist in the town of Jackson. The building warrants further examination, and should be considered for listing in the local register of historic places as a significant work of local architecture.

PA2. The top photograph shows the preserved portion of the 1920s cabin underneath the modern designed additions. The bottom photograph shows the front (southern) elevation of the building.

The chart below lists the property by survey number with the approximate date of construction and the author's recommendations as to whether or not it is contributing. See appendix A for a map showing details.

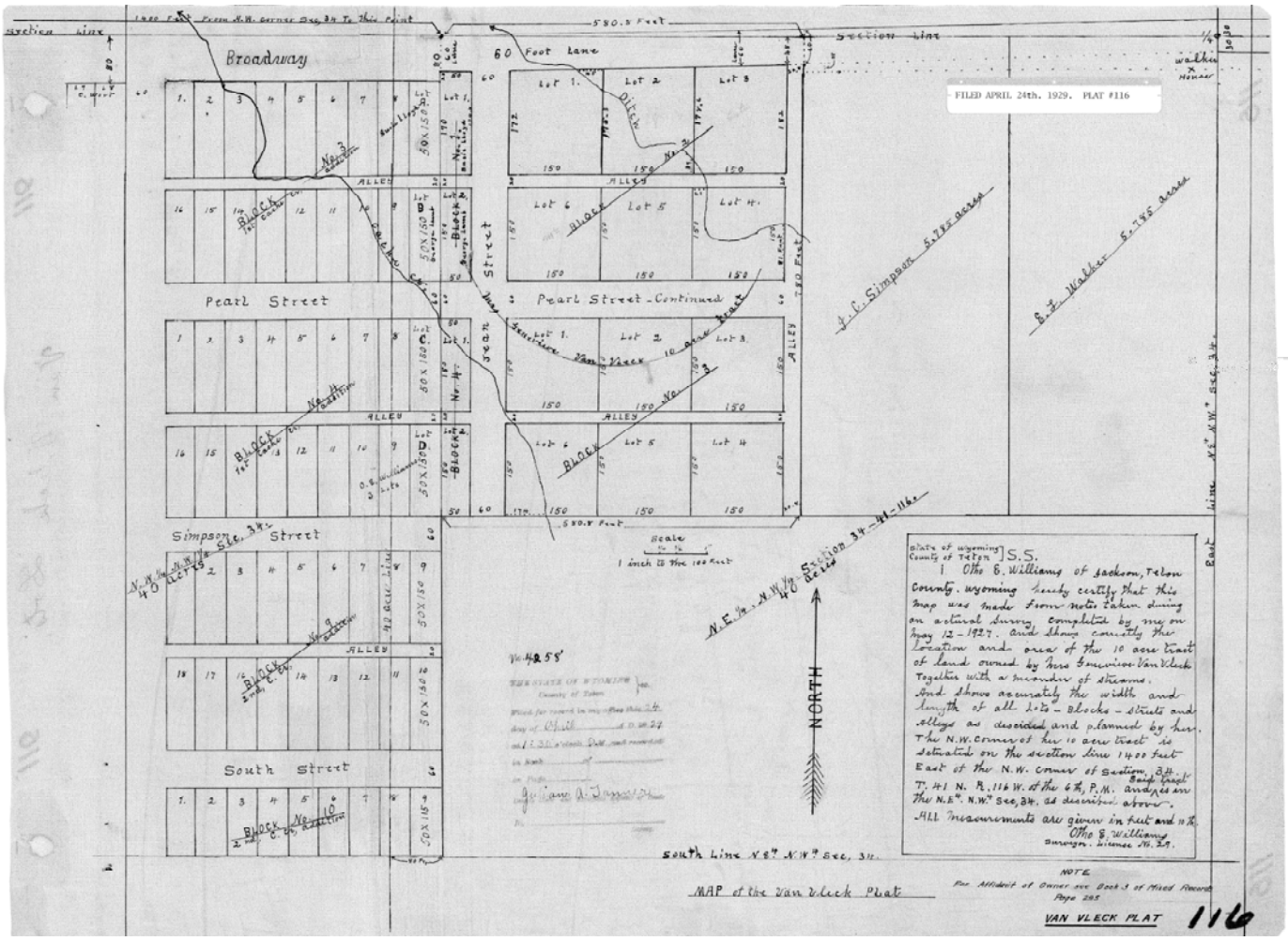
SURVEY NUMBER	**APPROXIMATE CONSTRUCTION DATE**	**CONTRIBUTING Y/N**
PA1-1	1920, altered 1960s	N
PA1-2	1969	N
PA2	1979	Y
PA3	1973	N
PA4	1940	Y
PA5	1933	Y
PA6	1922	Y
PA7	1951-1952	Y
PA8	1979	N
PA9	1964	N
PA10	1955	Y
PA11	1939	Y
PA12	1990	N
PA13	1990	N
PA14	1940	Y
PA15	1984	N
PA16	1940	N
PA17	1948	Y
PA18	1948	Y
PA19	1935	Y
PA20	1930	Y
PA21	1948	Y
PA22-1	1929	Y
PA22-2	1929	Y
PA23	1931	Y
PA24	1935	Y
PA25	1924	Y
PA26	1979	N

History

The first settlers arrived in Jackson in the late nineteenth-century. The harsh weather made homesteading a challenge. By the early twentieth century, many homesteaders had turned in their plows for hammers and nails or shotguns and saddle horses, working as carpenters in town or hunting guides in the county. In the 1920s, a wave of homesteaders moved to town in search of work. As the small town of Jackson grew, new plats were created to accommodate the demand for town lots.

In 1927 Mrs. Genevieve Van Vleck subdivided her land to the southeast of Jackson into a series of lots. The ten acre plat extended Pearl Street (later renamed Pearl Avenue) and Broadway Avenue to the east, establishing ten 150' x 50' lots on each side of Pearl between Willow Street and Jean Street, and three larger 150' x 150' lots on either side of Pearl between Jean and what is now Gros Ventre Street (it is referred to merely as "alley" in the 1927 survey map). As stated on the map, "This map was made from notes taken during an actual survey completed…on May 12, 1927, and shows correctly the location and area of the 10 acre tract of land owned by Mrs. Genevieve Van Vleck…and shows accurately the width and length of all lots-blocks-struts and alleys as described and planned by her." The map indicates that George Lamb already owned at least two of the lots, listed as Lot B and 3 on northwest corner of Pearl and Jean Streets. No other property in the survey area was occupied.

In the next several years, Mrs. Van Vleck sold the lots, and the neighborhood boomed. The Cache Creek plat was opened to the southeast of the Van Vleck plat, and the town grew. Between 1929 and the end of World War II, a distinct neighborhood of bungalows developed, and the name "East Jackson" was given to the area, named for it's obvious geographical location east of the town square. The survey area was primarily a middle class neighborhood, and residents included the Leek's, brothers and carpenters responsible for a number of houses in the area, and the Lamb's, original valley homesteaders turned carpenters.



1927 Van Vleck plat expansion. The entire survey area was part of the Van Vleck plat.

After World War II, Jackson saw a large tourist boom that resulted in the construction of several motels and hotels that catered to the in-and-out modern automobile tourist. Dubbed "Wonderful Wyoming" by the state chamber of commerce, tourists flocked to Jackson and the nearby Grand Teton National Park in numbers that could hardly have been expected or anticipated. Responding to demand, hotels and motels sprung up throughout Jackson, including in the residential neighborhoods like East Pearl Ave. In 1947 a residence on the southwest corner of Pearl Ave. and Jean St. was converted into the Wilson Motel, and in 1951-1952 Al's Motel was constructed on the northeast corner of Pearl and Jean St. The appearance of commercial lodging in the residential area slightly off the main drag is indicative of the demand for lodging.

A final wave of construction in the survey area occurred in the late 1980s and early 1990s, when several lots were razed to make way for apartment buildings and condominiums. Responding to

an increased demand for worker housing that has accompanied Jackson's rise as a resort town, several of the 1930s and 1940s small bungalows have been replaced by larger, more efficient construction. While this trend is seen throughout East Jackson, it is particularly obvious at the east end of the surveyed area, where five 3-plus-unit buildings were constructed in the 1980s and '90s.

Despite the construction of condominiums in the late twentieth century, much of Jackson's early history is still visible among the modern construction. And while many lots in East Jackson have views of the Grand Teton, the lots on East Pearl Ave. between Willow and Gros Ventre do not, an unforeseen blessing that has spared many historic homes from the most recent construction trend that occurred just prior to the economic downturn. The economic downturn has, in many ways, bought Jackson the time to review their cultural heritage in hopes that it may be preserved for future generations.

Architectural Analysis

The predominant architectural style represented in the survey area is a vernacular bungalow construction. Sixty-five percent of the contributing buildings are constructed in this style. Popular around the country in the early twentieth century, bungalows were typically one or one-and-a-half-story homes with a low profile and wood frame construction. They were relatively low cost to build, and were adaptable to different geographical locations. In the survey area, the architecture is clearly inspired by this type and period of design. No house necessarily represents a quintessential or high style example of the bungalow type, but they are all examples of a local adaptation of a nationally popular style in a regional context. In most examples in the survey area, for example, the roof is necessarily steeper than the classic low-slung bungalow roof in order to handle heavy snow loads. This is particularly evident in PA10 and PA14:

PA10, left, and PA14, right, have necessarily steeper roofs than the classic bungalow in order to handle heavy snow loads.

Similarly, the deep front porch that defines most bungalows is replaced by an enclosed entryway in many of the examples in the survey area. The enclosed entryway was yet another means of keeping the cold weather out during the winter months. In addition, the short summer season minimized the need for the deep porch typical of many bungalows. PA22 and PA4 are examples of bungalows with enclosed entryways:

PA22, left, and PA4, right, have enclosed entryways instead of deep porches.

Finally, a number of the bungalows utilize local building materials, specifically log and stone, in achieving their bungalow form. Logs were the primary materials in the late nineteenth and early

twentieth century, and were often an inexpensive material that could be harvested nearby. PA11 and PA19 are examples of bungalows where local logs and stone were used:

PA11, left, and PA19, right, use local materials.

While these bungalows differ from the classic bungalow in many ways, they still capture the essential elements of the bungalow-style home in massing, scale, fenestration, and open floor plan. In addition, despite their unique characteristics, the majority of the fifteen bungalow-style residences in this two-block stretch are single or one-and-a-half story buildings of similar scale, massing and fenestration, with steep roofs, enclosed entryways, and use local materials in some form. In addition, they are all set close to the front of their lots, with large backyards and picturesque front-yards with old growth cottonwoods and fir trees.

Where changes were made to the buildings that altered these key characteristics, such as at the Wilson Motel property, PA20, it was the opinion of the author that the buildings had lost integrity and were therefore not eligible for inclusion in the list of contributing properties. Where properties dated to the period of significance but did not possess these characteristics, such as PA16, it was also the opinion of the author that they not be included in the list of contributing buildings. Where major alterations preserved these key characteristics, such as PA18, they were considered contributing.

PA16, left, was constructed during the period of significance, but does not possess the defining bungalow features. A large addition was constructed onto PA18, right, but the bungalow features were preserved.

In addition to the bungalow style, the earlier construction, such as the Lang House, PA6, represent an early Jackson vernacular. Typically, these residences began as small one or two room cabins, and crew in a piecemeal fashion as the residents found the time and money to expand their homes.

At the opposite end of the time range, those buildings constructed outside of the period of significance, or within the last fifty-years, are primarily twp-story prefabricated apartment units. The outlier, PA2, a modern residence constructed in the 1970s, has already been discussed above in the survey results. While the structure is undeniably modern, it does share a number of the significant bungalow attributes, specifically massing and scale.

Integrity

Overall, the survey area retains a significant level of integrity in relation to neighboring areas of East Jackson. All buildings are located on their original lots, and the contributing buildings all retain integrity of design, materials, and in many cases workmanship. For an unknown reason, the southern side of the road retains a higher degree of integrity than the northern side, with a higher concentration of historic residences remaining. The intrusion of modern construction,

however, has had a detrimental effect on the feeling of the neighborhood. Despite being one of the more intact historic areas in Jackson, historic buildings still only make up 70% of the building fabric, again reflecting the immediate need to implement regulations that help preserve the character defining bungalows that remain.

Condition

The majority of the buildings were in good to excellent condition. They are all inhabited, and are well maintained by their owners. A few are showing some wear-and-tear, but the problems are primarily cosmetic, such as peeling paint and unkempt yards. In many cases, no parking was designated, and owners or tenants were parking directly in front of the house in gravel or dirt yards.

Several of the historic homes showed excellent condition, and are clearly owned by people interested in their historic integrity and charm. These residences, specifically PA10 and PA18, should be used as examples for other property owners should a historic district be established.

National Register Eligibility

It is the opinion of the author that the surveyed area is eligible for listing in the National Register of Historic Places under criteria A, Social History, and criteria C, Architecture. The social trends that led to the growth of the town of Jackson helped shape a neighborhood steeped in local tradition. East Jackson is often considered the residential heart of the town, and is scattered with stories of events and people that shaped the history of the town. The distinct bungalow style, described above, is also clearly significant, representing typical middle class accommodations in the early twentieth century.

Those properties singled out for further study include PA2, the modern adaptation of the 1925 log cabin discussed in the survey results, and PA6, the Lamb property referenced throughout. In

addition, it is likely that a study of the tourist accommodations constructed in Jackson in the 1950s and 1960s would find the Alpine Motel a significant property under both criteria A and C.

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TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works **PRESENTER**: Larry Pardee, Town manager

MEETING DATE: August 5, 2019

SUBJECT: P19-068 - JH Classical Academy request permission to connect to the Town's Water Distribution and Sewer Collection / Treatment systems

STATEMENT/PURPOSE

The purpose is of this item is for the Jackson Town Council to consider a formal request from the Jackson Hole Classical Academy ("JHCA") to connect a new school located at 2500 S. Park Loop Road to the Town of Jackson's water distribution and wastewater collection / treatment systems and agreements necessary to effectuate the connections and uses.

BACKGROUND/ALTERNATIVES

JHCA is locating a new private school on 40 acres of land south of the Town, located at 2500 South Park Loop Road, east of the main entrance to the 3 Creek Ranch subdivision. The school campus will accommodate a total of 265 students and 40 faculty members. A performing arts auditorium and potential future additions to the school are also proposed on the property.

Initial Determination by Town Staff:

On June 5, 2018 JHCA met with staff from the Town Engineering, Planning and Legal Departments to review its proposed connections to the Town's water and wastewater infrastructure. Town staff determined the preliminary water demands and wastewater volumes were reasonable and could be brought into the Town system.

Town Council Meeting June 17, 2019:

At the regular meeting of the Town Council on June 17, 2019, Council voted to approve a temporary connection of JHCA's future South Park Loop Road location. The Motion directed:

> "*. . . staff to work with the applicant to draft the proposed new temporary connection to accommodate equivalent of current usage, postpone decision to request for permanent connection of the new campus until after the capacity and rate study. And direct staff, to direct, temporary connection and use agreements for temporary connections to the Town water and waste systems for consideration by council at later date subject to the following condition: [the] Initial and future rates may exceed current rates and will be subject to future rate changes*."

Applicant Permitting and Water and Wastewater Demands:

JHCA filed for and received Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017, which establish its current approved development. As noted previously, future development on the campus is contemplated. Notably, any future development may require additional connection(s) and capacity.

The water and sewer demands for the current approved development have been calculated based upon the peak demands of the proposed occupancies. The calculations dictate that water would be provided using an 8-inch tap of the existing 12-inch water main that runs along the west side of South Park Loop Road, and that the sewer

service would be provided using an on-site private gravity system that feeds to a private lift station that ultimately discharges into the existing 6-inch force main also running along the west side of South Park Loop Road.

Town Staff Documents:
Town staff drafted two agreements pursuant to Council's June 17, 2019 motion and vote:

1. A Temporary Wastewater Treatment Facilities Connection and Use Agreement between the Town and JHCA; and
2. A Temporary Water Supply Connection Agreement between the Town and JHCA.

The key elements of these documents and policy decision points for Council are as follows.

1. Temporary Status: Council's approval asked staff to provide a proposed temporary agreement that "postponed decision to request for permanent connection," thus the agreements are:
   - **a.** Temporary;
   - **b.** Do *not* provide a predetermined period of time for an Initial Term, enabling Council to determine the appropriate time period; and
   - **c.** Do *not* provide a predetermined period of time for Extension Terms or a set number of Extension Terms, enabling Council to determine both.
2. Current Usage: Current usage, which is measured in volume for wastewater and gallons for water, is addressed through the pipe size. The agreements are thus, in turn, keyed to the current approved development. If JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, additional Wastewater Capacity and Connection Fees and additional Water Capacity and Connection Fees will be assessed and amendments to these agreements necessitated.
3. Rate Changes in the Future: The agreements clarify that JHCA's rates, charges and fees are pursuant to the standard service policies and user rates, charges and fees established by the Town via ordinance and state statute; that these rates, charges and fees are subject to change; that any changes are applicable to JHCA, even though it lies outside the Town's corporate limits; and that, based on its distant location, JHCA may have different rates, charges and fees than users within the Town's corporate limits.

Policy Decision Points:
Each agreement includes portions highlighted in red type for the purpose of indicating policy decision points, which are:

1. The temporary nature of the agreements: *Council may make the connections permanent*.
2. If the agreements remain temporary, the length of the Initial Term, Extension Term, and the number Extension Terms: *Council may choose each of these timeframes*.
3. Current Usage: *Council can limit usage to a factor other than the current approved development at the new campus location*.

These portions of the staff-drafted versions can be removed from each agreement without affecting the integrity of the remainder of the agreement, thus enabling execution in short order.

Applicant Proposals:
The Applicant provided its own draft of each agreement for Council review and consideration.

COMPREHENSIVE PLAN ALIGNMENT
This project and the Town's desired water/sewer capacity and rate studies relate to the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship and Common Value #3- Quality of Life. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- *Principle 1.2*- Preserve and enhance water and air quality
  - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*
- *Principle 2.1* – Reduce consumption of non-renewable energy
  - Policy 21.d: Allow and encourage onsite renewable energy generation – *an on-site wastewater treatment plant could provide on-site energy generation.*
- *Principle 2.5* – Conserve energy through waste management and water conservation
  - Policy 2.5.a: Encourage water conservation – *calls to conserve water to save aquifer supplies for future generations and respect downstream users.*
  - Policy 2.5.c: Reduce energy consumption in wastewater treatment – *encourages use of the most energy efficient wastewater treatment methods so that effluent meets or exceeds receiving water quality, and to limit the amount of energy consumed by wastewater treatment processes. Analysis could be done to compare energy efficiency and water quality of discharges for an on-site system versus conveyance/treatment at the Town plant.*

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
  - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels – *conducting the water and sewer capacity and rate studies will help accomplish the four goals listed under this policy and staff recommends that this should be completed prior to any additional connections outside the limits of the Town*.
  - Policy 8.1.b: Coordinate with independent service providers – *utilities and infrastructure are one of the services listed for Town/County collaboration with independent service providers, which could be an option for this development project and will likely contribute to the capacity analysis.*
  - Policy 8.1.c: Identify barriers to service delivery goals – *again will contribute to the capacity analysis and potential barriers/solutions to level of service.*
  - Policy 8.1.e: Budget for service delivery – *allows for annual commitment to service delivery objectives and evaluation of objectives and desired service level with appropriate funding during the budget process. Providing service to non-Town customers increases our commitments and must be considered for annual O&M costs and customer rate setting.*
  - Policy 8.2.c: Require mitigation of the impacts of growth on service levels – *states that developers should pay their fair share of the costs of future facilities and services necessitated by new development and not pass these costs on to existing residents. Regular updates to exactions and impact fees are recommended.*

In addition, staff notes that the proposed school is located in Character District 10 which includes mention of possibly including a school in this district.

Existing + Future Desired Characteristics

South Park is, and should continue to be, the agricultural southern gateway into Jackson. The existing agricultural open space that defines the character of the district provides a scenic foreground for Teton views, wildlife habitat connectivity, reference to our community's heritage and stewardship ethic, and a quiet rural setting for residents. The most important habitat in the district is the Flat Creek riparian corridor; however, the intensity of wildlife vehicle collisions on South Highway 89 shows the importance of the district's open space for wildlife movement in all directions. Existing development is predominately residential and largely occupied by the workforce. It is clustered to the southeastern portion of the district, with the densest areas well screened from the highway by topography, vegetation, and other development. The existing developments are

well served individually by pathways, parks, and infrastructure, but lack interconnection and require highway travel to access convenience commercial and other amenities.

The district should maintain the character that it has today. Agriculture and other means of preserving open spaces should be encouraged, and development should be directed into a Complete Neighborhood wherever possible. Development that does occur should be clustered adjacent to existing development. Wildlife habitat connectivity and permeability should be enhanced through existing development and across Highway 89. The Flat Creek corridor should be preserved and enhanced with a focus on wildlife habitat and movement. Provision of START service and possibly a school will be encouraged to better serve the workforce living in and around this district. Future character should also include improved interconnectivity and internal connection to the commercial amenities along South Highway 89 via pathways and potentially via roadways. Roadway connections between existing neighborhoods should be based upon proposals from the affected neighborhoods.

More specifically, the proposal is in subarea 10.2 Central South Park envisioned as follows:

10.2: Central South Park
This PRESERVATION Subarea is defined by agricultural open space. The most important of these open spaces is the area between Flat Creek and the highway. This area not only provides the scenic gateway into Town, but also preserves an open area for a wildlife crossing of the highway that would allow for movement of wildlife throughout the district to crucial habitat nearby. Continued agricultural use of the subarea will maintain the open space that defines the district and is the ideal use of the subarea. Agriculture will be encouraged through regulatory exemptions and allowances. Accessory uses that do not detract from the agricultural character of the subarea but facilitate the continued viability of agriculture may be appropriate. Development potential should be directed into Complete Neighborhoods wherever possible, while respecting private property rights. Development that does occur should be clustered near existing development and be designed to protect scenic vistas and agricultural viability, which also protects wildlife habitat and wildlife permeability. The scale of development should be of agricultural compounds and neighborhoods of the community.

Staff finds that a school in this District is consistent with the Comprehensive Plan, although it may not have anticipated a public school. Staff notes that as a private school, drawing students from throughout the community and independent from its surrounding land uses, the proposed institution will have limited application in supporting a Complete Neighborhood described as desirable in the Plan.

Staff also notes that the location of a school and consideration of providing public sewer and water does not require that additional density be entitled in the surrounding area. The community remains notably unique in its ability to separate infrastructure decisions from land use decisions, avoiding the practice common throughout the country of letting the former dictate the latter. Our community comprehensive plans have been consistent in choosing to preserve our character and ecosystem over infrastructure availability consistently over our history of land use planning.

STAKEHOLDER ANALYSIS

Per the Town of Jackson Municipal Code the Town Council and its Mayor are the primary stakeholders in water distribution and wastewater collection / treatment systems.

- *13.04.010 Water plant--Management and control. The Town shall have exclusive control and management of the municipal water plant belonging to the Town, and shall have exclusive management and control of the supply and distribution of water to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management, control, distribution, and supplying of water to the users. (Ord. 743 § 2, 2003; Ord. 97 § 1, 1966.)*

- *13.08.001 Wastewater collection and treatment--Management and control. The Town shall have exclusive control and management of the municipal sewer collection and treatment system belonging to the Town,*

and shall have exclusive management and control of sewer system provided to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management and control of the wastewater collection and treatment system. The Town shall not responsible for the maintenance, repair or operation of sewer services or service laterals consisting of cleanouts, traps and associated elements extending from the outside diameter of the Town collection system to the point of use.

Additional stakeholders are residents of the Town of Jackson and Teton County.

FISCAL IMPACT

There are one-time capacity and connection fees that would be collected prior to connection that would be determined by the Municipal Code at the time of application. Ongoing base and use fees would be collected as long as the connections and use continue, at rates established by the Municipal Code, including changes to those rates that may occur in the future.

If additional connection(s) and/or capacity is requested and approved by the Town, additional one-time fees will be assessed (and amendments to these agreements negotiated).

STAFF IMPACT

The staff impact of this item has been significant in the Town Engineering, Administrative and Legal Departments.

If approved, additional impacts of the agreements include dedicating staff time to review the permit application(s) for compliance with Town construction standards; coordinate with the third-party reviewer; and execute inspections of the infrastructure. Staff estimates this will take approximately an additional 20-30 hours.

The impact of adding these services to the Town's portfolio of water and sewer service is minimal, but contributes to the cumulative impact on the Public Works Department and staff that maintain the water supply and sewer systems as the Town continues to connect more customers both within and outside of Town limits.

LEGAL REVIEW

The agreements have been drafted by the Town Attorney and are finalized for execution.

ATTACHMENTS

1. A staff-drafted version of a Temporary Wastewater Treatment Facilities Connection and Use Agreement between the Town and JHCA;
2. A staff-drafted version of a Temporary Water Supply Agreement between the Town and JHCA;
3. An applicant-drafted version of a Wastewater Treatment Facilities Connection and Use Agreement between the Town and JHCA; and
4. An applicant-drafted version of a Water Supply Agreement between the Town and JHCA.

RECOMMENDATION

Staff recommends approval of the staff-drafted version of the Wastewater Treatment Facilities Connection and Use Agreement between the Town and JHCA and the staff-drafted version of the Water Supply Agreement between the Town and JHCA.

SUGGESTED MOTION

I move to approve the staff-drafted version of the Wastewater Treatment Facilities Connection and Use Agreement between the Town and JHCA and the staff-drafted version of the Water Supply Agreement between the Town and JHCA, subject to any minor changes deemed necessary by the Town Attorney.

TEMPORARY WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN THE TOWN OF JACKSON AND JACKSON HOLE CLASSICAL ACADEMY FOUNDATION

This Temporary Wastewater Treatment Facilities Connection and Use Agreement ("Wastewater Agreement") is made and entered into, to be effective as of the _____ day of _____, 2019 (the "Effective Date"), by the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (the "Utility") and the **JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**, which owns property supporting a private school in the State of Wyoming, of P.O. Box 11655, Jackson, WY 83002 ("JHCA").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, which specifically includes 3 Creek Ranch Force Main A located along South Park Loop Road, and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, JHCA currently operates a school within the Town of Jackson located at 1450 South Park Loop Road within the Community Bible Church ("Current Location"); and

WHEREAS, JHCA purchased new property outside the Town of Jackson located at Parcel A: Lot 3, Section 7, T40N, R116W, 6th P.M., Teton County, Wyoming; PIDN: 22-40-16-07-3-00-018 ("Future Location"), as set forth in Exhibit 1, and requested permission to connect to the Utility's wastewater collection and treatment systems; and

WHEREAS, JHCA has filed for and received Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017 ("Current Approved Development"); and

WHEREAS, at the regular meeting of the Town Council on June 17, 2019, the Jackson Town Council voted to approve a temporary connection of JHCA's Future Location for its Current Approved Development thereon to the Utility's wastewater collection system; and

WHEREAS, the Utility's wastewater collection and treatment system's capacity is indeterminate at this time and undergoing a formal study ("Wastewater Capacity Study"); and

WHEREAS, the JHCA Future Location's temporary connection to the Utility's wastewater collection and treatment system provided for in this Temporary Wastewater Agreement; and

WHEREAS, the Utility's wastewater collection and treatment system's rates, charges and fees are undergoing a formal study at this time ("Wastewater Rate Study"); and

WHEREAS, the rates, charges and fees for JHCA's connection provided for in this Wastewater Agreement at its Future Location are temporary and may change after completion of the Wastewater Rate Study; and

WHEREAS, the volume for JHCA's connection provided for in this Wastewater Agreement at its Future Location is temporary and may change after completion of the Wastewater Capacity Study; and

WHEREAS, Town of Jackson Municipal Code §13.08.020 pertaining to Wastewater Capacity Fees states that, "All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative"; and

WHEREAS, Town of Jackson Municipal Code §13.08.001 pertaining to Wastewater collection and treatment-Management and control states that, "The Town shall have exclusive control and management of the municipal sewer collection and treatment system belonging to the Town, and shall have exclusive management and control of sewer system provided to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management and control of the wastewater collection and treatment system. The Town shall not be responsible for the maintenance, repair or operation of sewer services or service laterals consisting of cleanouts, traps and associated elements extending from the outside diameter of the Town collection system to the point of us."

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by each of the said parties, JHCA, on its own behalf or any successor in interest or assign, and the Utility, do mutually covenant and agree as follows:

1. Permission to Temporarily Connect to the Utility's Wastewater Collection System.

   The Utility hereby confirms, approves and authorizes JHCA to temporarily connect its lift station(s), sewer force main(s), and gravity sewer(s) and appurtenances (hereinafter referred to as the "JHCA Wastewater Conveyance System") to the

Staff Draft

Utility's wastewater treatment facility via the 3 Creek Ranch Force Main A, as more particular set out in Exhibit 1.
Under this Agreement JHCA has no right to additional wastewater connections or to increase the wastewater connection service size or connect any other user to JHCA's Wastewater Conveyance System, including additional connection(s) for itself.

2. Agreement to Treat Wastewater.

The Utility hereby agrees to receive and properly treat wastewater from JHCA's Future Location, subject to the terms and conditions set forth herein, any ordinances of the Town of Jackson, and the Wyoming State Statutes.

3. Term.

The Initial Term of this Wastewater Agreement is for ____ years, the structure of which is set forth herein, unless sooner terminated as herein provided.

4. Extension.

This Temporary Wastewater Agreement shall automatically be extended for _____ additional _____ year terms unless and until:

(a) JHCA terminates it by exercising its right to Voluntarily Terminate in accordance with Section 12; or

(b) Utility completes its Wastewater Capacity Study and its Water Rate Study and additional capacity is available and new rates, charges and fees are enacted by the Utility and a permanent agreement is executed.

JHCA and Utility hereby recognize that a permanent agreement is explicitly contemplated and will be entered into upon completion of Utility's Wastewater Capacity Study and its Water Rate Study, at which time new rates, charges and fees will be enacted.

5. Payment of Cost of Construction, Operation, and Maintenance of the JHCA Wastewater Conveyance System.

JHCA shall be solely responsible for paying all costs associated with the design, construction, use, operation and maintenance of its Wastewater Conveyance System, as well as the all costs of connecting its System to the Utility's 3 Creek Ranch Force Main A.

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JHCA must apply for and receive a permit to construct water and wastewater mains from the Wyoming Department of Environmental Quality ("DEQ") prior to connection to the Utility's wastewater collection system.

This DEQ permit does not relieve the JHCA from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

6. Wastewater Rates, Charges and Fees.

JHCA's wastewater rates, charges and fees for this Wastewater Agreement shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with state statute. It is acknowledged and agreed by the Parties that wastewater rates, charges and fees are subject to change, and changes thereto are applicable to JHCA, despite that it is situated outside the Town's corporate limits. It is also acknowledged and agreed that JHCA, given its location, may have different rates, charges and fees than users within the Town's corporate limits.

One-Time Wastewater Capacity Fee: JHCA agrees to pay a one-time, non-refundable Wastewater Capacity Fee for its Current Approved Development that runs with the land prior to connecting to the Utility's collection system in accordance with Jackson Municipal Code §13.08.020 at the current scheduled fee as follows:

(a) JHCA will pay the school rate per pupil enrolled for its inaugural school year; and

(b) Any other categories of Jackson Municipal Code §13.08.020 applicable to the Current Approved Development.

One-Time Connection Fee: JHCA agrees to pay a Wastewater Connection Fee to connect to Utility's 3 Creek Ranch Force Main A equivalent to Utility's materials and labor costs to perform the connection work in accordance with the Jackson Municipal Code.

It is acknowledged and agreed by the parties that if JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, new, additional Wastewater Capacity and Connection Fees will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.

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Recurring Wastewater Rates: JHCA agrees to pay wastewater rates for JHCA consistent with the adopted fee schedules of the Town of Jackson in Jackson Municipal Code §13.08.013, as amended.

Base Charge: JHCA agrees to make regular and normal payment for the collection and treatment of wastewater. Wastewater volume shall be measured through a wastewater meter having a Town-issued readout, or such other meter as the Utility shall approve, in the locations shown on Exhibit 1, in accordance with the Town of Jackson Municipal Code, as amended.

Volume Rate: JHCA agrees to pay for its wastewater volume per one thousand (1000) gallons in accordance with its wastewater class, as determined in the sole discretion of the Utility, pursuant to Jackson Municipal Code §13.08.013, as amended.

Billing and Failure to Pay:

(a) The Utility will regularly prepare an invoice to JHCA for wastewater supply services and use.
(b) The Utility shall have the absolute right to shut off the supply of water to JHCA in the event JHCA fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Town of Jackson Municipal Code.
(c) Utility's billing may include surcharges for extraordinary strength wastes in accordance with the current Town of Jackson ordinances, resolutions, and regulations for such wastewater rates.
(d) Billing for JHCA will commence at such time as JHCA's Wastewater Conveyance System, including wastewater meter, is installed.

7. JHCA Wastewater Conveyance System Ownership

Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, the JHCA Wastewater Conveyance System shall be solely owned, operated, maintained, repaired, and replaced by JHCA, who shall be responsible for all related expenses.

8. Design and Construction.

JHCA shall employ a Wyoming licensed professional engineer for the design and permitting of the system. Prior to construction JHCA shall submit engineer stamped reports, plans, specifications, and calculations related to the system design for the

Staff Draft

Utility review and approval. The design must include wastewater grinder(s) before the pumping station and a wastewater meter.

The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction.

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata as required by the Town Engineer, and in any other format deemed suitable by the Town Engineer.

JHCA is solely responsible for construction of all JHCA Wastewater Conveyance System to the point of connection, as defined in the Jackson Municipal Code, with the Utility's wastewater collection system.

JHCA shall follow the more stringent International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, or as directed by the Town Engineer. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

9. Maintenance and Repairs

JHCA must maintain its Wastewater Conveyance System consistent with the Utility's maintenance program and shall, upon written notification from the Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

In the event of any damage, infiltration, or intrusion to JHCA's Wastewater Conveyance System, JHCA shall notify the Utility within five (5) days of learning of such event and advise the Utility of measures to remedy the problems. JHCA shall complete all repairs or notify the Utility in writing of when the repairs will be completed within thirty (30) days of the original notification.

Written notification that repairs have been completed is required from JHCA to the Utility within thirty-five (35) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days.

10. Inspections and Notifications

Staff Draft

The Utility shall have access to JHCA's Wastewater Conveyance System for the purpose of inspecting and testing of the facility, and for the purpose of monitoring the wastewater flow and strength.

JHCA shall notify the Utility prior to any modifications to the JHCA Wastewater Conveyance System.

Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to JHCA's Wastewater Conveyance System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.

11. Septic, Hazardous and Unapproved Materials Prohibited.

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

12. Voluntary Termination

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

13. Bond.

JHCA shall, prior to execution of this Temporary Wastewater Agreement, deliver to Utility a performance bond in the amount of $_____, payable to the Town of Jackson, which shall be renewed, if needed, for each successive _____ year term, to ensure compliance with the obligations of this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Utility in form and substance, and must be maintained until all obligations to Town under this Agreement (including disconnection obligations) are satisfied.

14. Liability / Indemnification

Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of JHCA's Wastewater Conveyance System.

Staff Draft

JHCA agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from JHCA operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by JHCA.

JHCA agrees to indemnify the Utility for any violation by JHCA of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation; for related to pretreatment requirements; for costs related to damages resulting from any improper discharge into the Utility's wastewater collection system by JHCA or any of JHCA's users; and/or other activity of JHCA in violation of any rule or law.

In the event that performance of this Wastewater Agreement is prevented, or interrupted, or water service is discontinued to JHCA for any reason beyond control of the Utility, JHCA agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

15. Enforcement.

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

16. Entire Agreement and Amendment.

The parties agree that this Wastewater Agreement and the documents attached hereto as Exhibit 1 reflect the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

17. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Staff Draft

Utility: Town of Jackson
Attn: Town Manager
P.O. Box 1687
Jackson, Wyoming 83001

JHCA: Jackson Hole Classical Academy Foundation
P.O. Box 11655
Jackson, Wyoming 83002

18. Waiver.

A waiver by the either party regarding the breach of any of the provisions of this Wastewater Agreement shall not bar the right of the other party to enforce the terms of this Wastewater Agreement.

19. Binding/Severability

This Wastewater Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.

If a Court finds any provision of this Wastewater Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Temporary Wastewater Agreement in all other respects shall remain valid and enforceable.

20. Additional Documents and Acts.

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Temporary Wastewater Agreement and the transactions contemplated hereby.

21. Counterpart Signatures.

This Wastewater Agreement may be executed in one or more counterparts and shall become a binding agreement when one counterpart has been signed by each of the parties. Facsimile signatures shall be binding herein.

Staff Draft

22. Governing Law, Jurisdiction, Construction.

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

23. Sovereign Immunity.

The Town of Jackson does not waive its sovereign 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 Wastewater Agreement.

Staff Draft

[*Intentionally blank, signatures follow on next page*]

DATED as of the Effective Date.

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION,

A private corporation
of the State of Wyoming

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of Old West Storage LLC, this ____ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Staff Draft

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by PETE MULDOON as Mayor of the Town of Jackson this ___ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Staff Draft

TEMPORARY WATER SUPPLY AGREEMENT
BETWEEN THE
TOWN OF JACKSON AND HOLE CLASSICAL ACADEMY FOUNDATION

This Temporary Water Supply Agreement ("Water Agreement" or "Agreement") is made and entered into, to be effective as of the _____ day of _____, 2019 (the "Effective Date"), by the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (the "Utility") and the **JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**, which owns property supporting a private school in the State of Wyoming, of P.O. Box 11655, Jackson, WY 83002 ("JHCA").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a public water supply and associated facilities, including supply wells, storage tanks, and distribution mains, which specifically includes 3 Creek Watermain X, ("Public Water Supply System"), and by means of these facilities makes potable water supply services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, JHCA currently operates a school within the Town of Jackson located at 1450 South Park Loop Road within the Community Bible Church ("Current Location"); and

WHEREAS, JHCA purchased new property outside the Town of Jackson located at Parcel A: Lot 3, Section 7, T40N, R116W, 6th P.M., Teton County, Wyoming; PIDN: 22-40-16-07-3-00-018 ("Future Location"), as set forth in Exhibit A, and requested permission to connect to the Utility's Public Water Supply System; and

WHEREAS, JHCA has filed for and received Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017 ("Current Approved Development"); and

WHEREAS, at the regular meeting of the Town Council on June 17, 2019, the Jackson Town Council voted to approve a temporary connection of JHCA's Future Location for its Current Approved Development to the Utility's Public Water Supply System; and

WHEREAS, the Utility's Public Water Supply capacity is indeterminate at this time and undergoing a formal study ("Water Capacity Study"); and

WHEREAS, the JHCA Future Location's temporary connection to the Utility's Public Water Supply System provided for in this Temporary Water Agreement; and

Staff Draft

WHEREAS, the Utility's Public Water Supply System rates, charges and fees are under review at this time ("Water Rate Study"); and

WHEREAS, the rates, charges and fees for JHCA's temporary connection provided for in this Temporary Water Agreement at its Future Location are temporary and may change after completion of the Water Rate Study; and

WHEREAS, the volume for JHCA's temporary connection provided for in this Temporary Water Agreement at its Future Location are temporary and may change after completion of the Water Capacity Study; and

WHEREAS, Town of Jackson Municipal Code §13.04.060 pertaining to Granting of Applications states that "All expenses related to any extension of the water main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative"; and

WHEREAS, Town of Jackson Municipal Code §13.04.030 pertaining to Control of the water system states that, "The water supply of the Town shall be under the exclusive control of the Mayor and Town Council who may from time to time direct any construction of such works, placing of mains, service pipes, and fire hydrants as the necessity of the Town may require. The usage charge and the water system service charges may be changed from time to time by ordinance of the Town Council."

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties on their own behalf or any successor and interest or assign, and the Utility do mutually covenant and agree as follows:

1. Permission to Connect to the Utility's Public Water Supply System.

   The Utility hereby confirms, approves and authorizes JHCA to temporarily connect its watermains, services, and appurtenances (hereinafter referred to as the "JHCA Water System") to the Utility's Public Water Supply System via the 3 Creek Watermain X.

   JHCA agrees that water supply provided under this Water Agreement is for the uses defined herein. This Water Agreement only entitles JHCA to one (1) water service connection to the Public Water Supply System. Under this Agreement JHCA has no right to additional water service connections or to increase the water service size or connect any other user to JHCA's Water System, including additional connection(s) for itself.

2. Agreement to Supply Potable water.

Staff Draft

The Utility hereby agrees to supply potable water for use by JHCA at its Future Location under the terms and conditions set forth herein, any ordinances of the Town of Jackson and the Wyoming State Statutes, and except during emergency repairs and/or when given notice for planned outages.

The Utility shall provide water complying with the Safe Drinking Water Act. JHCA shall provide any additional water treatment needed to provide safe water from JHCA's Water System.

3. Term.

The Initial Term of this Temporary Water Agreement is for ____ years, the structure of which is set forth herein, unless sooner terminated as herein provided.

4. Extension.

This Temporary Water Agreement shall automatically be extended for _____ additional _____ year terms unless and until:

(a) JHCA terminates it by exercising its right to Voluntarily Terminate in accordance with Section 12; or

(b) Utility completes its Wastewater Capacity Study and its Water Rate Study and additional capacity is available and new rates, charges and fees are enacted by the Utility and a permanent agreement is executed.

JHCA and Utility hereby recognize that a permanent agreement is explicitly contemplated and will be entered into upon completion of Utility's Wastewater Capacity Study and its Water Rate Study, at which time new rates, charges and fees will be enacted.

5. Payment of Cost of Construction, Operation, and Maintenance of the JHCA Water System.

JHCA shall be solely responsible for paying all costs associated with the design, permitting, construction, use, operation and maintenance of the JHCA Water System, as well as the all costs of connecting its System to the Utility's 3 Creek Ranch Watermain X.

JHCA must apply for and receive a permit to construct water and wastewater mains from the Wyoming Department of Environmental Quality ("DEQ") prior to connection to the Public Water Supply System.

Staff Draft

This DEQ permit does not relieve the JHCA from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

6. Water Rates, Charges, and Fees.

JHCA's water rates, charges and fees for this Water Agreement shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with state statute. It is acknowledged and agreed by the Parties that water rates, charges and fees are subject to change, and changes thereto are applicable to JHCA, despite that it is situated outside the Town's corporate limits. It is also acknowledged and agreed that JHCA, given its location, may have different rates, charges, and fees than users within the Town's corporate limits.

One-Time Water Capacity Fee: JHCA agrees to pay one-time, non-refundable Water Capacity Fee for its Current Approved Development that runs with the land prior to connecting to the Utility's Public Water Supply in accordance with Jackson Municipal Code §13.04.050 at the current fee.

One-Time Connection Fee: JHCA agrees to pay a Connection Fee to connect to Utility's 3 Creek Ranch Watermain X equivalent to Utility's materials and labor costs to perform the connection work in accordance with the Jackson Municipal Code.

It is acknowledged and agreed by the parties that if JHCA is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, new, additional Water Capacity and Connection Fees will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.

Recurring Water Rates: JHCA agrees to pay water rates for JHCA consistent with the adopted fee schedules of the Town of Jackson in Jackson Municipal Code §13.04.300, as amended.

Base Charge: JHCA agrees to make regular and normal payment for the supply of water. Water volume shall be measured through a meter and appurtenances issued by the Town pursuant to §13.12.020, or such other meter as the Utility shall approve, in the locations shown on Exhibit A, in accordance with the Town of Jackson Municipal Code 13.04.300, as amended.

Staff Draft

Volume Rate: JHCA agrees to pay for its volume per one thousand (1000) gallons in accordance JMC §13.04.300, as amended.

Billing and Failure to Pay:

(a) The Utility will regularly prepare an invoice to JHCA for water supply services and use.
(b) The Utility shall have the absolute right to shut off the supply of water to JHCA in the event JHCA fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Jackson Municipal Code.
(c) Billing for JHCA will commence at such time as JHCA's Water System, including meter, is installed.

7. JHCA Water System Ownership.

Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, JHCA's Water System shall be solely owned, operated, maintained, repaired, and replaced by JHCA, who shall be responsible for all related expenses.

8. Design and Construction.

JHCA shall employ a Wyoming licensed professional engineer for the design and permitting of its system. Prior to construction JHCA shall submit engineer stamped reports, plans, specifications, and calculations related to its Water System design for Utility review and approval.

The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction or as requested by the Utility.

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata as required by the Town Engineer, and in any other format deemed suitable by the Town Engineer.

JHCA is solely responsible for construction of all the JHCA Water System to the point of connection, as defined in the Jackson Municipal Code, with the Utility's Public Water Supply System.

Staff Draft

JHCA shall follow the more stringent of the International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, or as directed by the Utility. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

9. Maintenance and Repairs.

JHCA must maintain its Water System consistent with the Utility's maintenance program and shall, upon written notification from Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

In the event of any damage, leakage, infiltration, or intrusion to JHCA's Water System, JHCA shall notify the Utility within five (5) days of learning of such event and advise the Utility of measures to remedy the problems. JHCA shall complete all repairs or notify the Utility in writing of when the repairs will be completed within thirty (30) days of the original notification.

Written notification that repairs have been completed is required from JHCA to the Utility within thirty-five (35) days of the original notification, or within ten (10) days after completion if the repairs take longer than thirty (30) days.

10. Inspections and Notifications.

Utility shall have access to JHCA's Water System for the purpose of inspecting and testing of the facilities, and for the purpose of monitoring for water quality and leaks.

JHCA shall notify the Utility prior to any modifications to the JHCA Water System.

Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to JHCA's Water System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.

11. Backflow Prevention System.

JHCA's Water System shall incorporate a backflow prevention system to protect the Utility's Public Water System. The backflow systems shall be installed and maintained in compliance with the Utility's current Municipal Code and the Wyoming Department of Environmental Quality regulations.

Staff Draft

12. Voluntary Termination

JHCA has the right to terminate this Water Agreement at any time upon ninety (90) days written notice to Utility of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of JHCA Water System from the Utility's Public Water System. JHCA shall be responsible for all costs associated with termination and disconnection from Utility's Public Water System.

13. Bond.

JHCA shall, prior to execution of this Water Agreement, deliver to Utility a performance bond in the amount of $_____, payable to the Town of Jackson, which shall be renewed, if needed, for each successive _____ year term, to ensure compliance with the obligations of this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Utility in form and substance, and must be maintained until all obligations to Town under this Agreement (including disconnection obligations) are satisfied.

14. Liability / Indemnification.

Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of JHCA's Water System.

JHCA agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from JHCA operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by JHCA.

JHCA agrees to indemnify the Utility for any violation by JHCA of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation; for related to pretreatment requirements; for costs related to damages resulting from any improper discharge into the Utility's Public Water Supply System by JHCA or any of JHCA's users; and/or other activity of JHCA in violation of any rule or law.

In the event that performance of this Water Agreement is prevented, or interrupted, or water service is discontinued to JHCA for any reason beyond control

Staff Draft

of the Utility, JHCA agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

15. Enforcement.

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

16. Entire Agreement and Amendment.

The parties agree that this Water Agreement and the documents attached hereto as Exhibit A reflect the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

17. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Utility: Town of Jackson
Attn: Town Manager
P.O. Box 1687
Jackson, Wyoming 83001

JHCA: Jackson Hole Calssical Academy Foundation
P.O. Box 11655
Jackson, WY 83002

18. Waiver.

A waiver by the either party regarding the breach of any of the provisions of this Water Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

19. Binding Effect / Severability.

Staff Draft

This Water Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns.

If a Court finds any provision of this Water Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Water Agreement in all other respects shall remain valid and enforceable.

20. Additional Documents and Acts.

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Water Agreement and the transactions contemplated hereby.

21. Counterpart Signatures.

This Water Agreement may be executed in one or more counterparts and shall become a binding Temporary Water Agreement when one counterpart has been signed by each of the parties. Facsimile signatures shall be binding herein.

22. Governing Law, Jurisdiction, Construction:

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

23. Sovereign Immunity.

The Town of Jackson does not waive its sovereign immunity by entering into this Water 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 Water Agreement.

Staff Draft

DATED as of the Effective Date.

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION,
A private corporation
of the State of Wyoming

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of Jackson Hole Classical Academy Foundation, as its _____, this ____ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Staff Draft

TOWN OF JACKSON,
A municipal corporation
of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Mayor of the Town of Jackson this ___ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Staff Draft

WASTEWATER TREATMENT FACILITIES
CONNECTION AND USE AGREEMENT BETWEEN THE
TOWN OF JACKSON AND JACKSON HOLE CLASSICAL ACADEMY FOUNDATION

This Wastewater Treatment Facilities Connection and Use Agreement ("Wastewater Agreement") is made and entered into to be effective as of the _____ day of _____, 2019 (the "Effective Date"), by, between, and among the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (the "Utility") and **JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**, which owns property supporting a private school in the State of Wyoming, of P.O. Box 11655, Jackson, WY 83002 ("JHCA").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, which specifically includes 3 Creek Ranch Force Main A located along South Park Loop Road, and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, JHCA currently operates a school within the Town of Jackson located at 1450 South Park Loop Road within the Community Bible Church which has a current wastewater volume to the Utility's wastewater collection and treatment system of 30,000 gallons per month; and

WHEREAS, JHCA purchased new property outside the Town of Jackson located at Parcel A: Lot 3, Section 7, T40N, R116W, 6th P.M., Teton County, Wyoming; PIDN: 22-40-16-07-3-00-018 ("Future Location"), as set forth in and made a part hereof Exhibit A, and requested permission to connect to the Utility's wastewater collection and treatment systems under planning application P19-068; and

WHEREAS, JHCA has filed for and received Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017; and

WHEREAS, at the regular meeting of the Town Council on June 17, 2019, the Jackson Town Council voted to approve a connection of JHCA's Future Location to the Utility's collection system; and

WHEREAS, Town of Jackson Municipal Code §13.08.020 pertaining to Wastewater Capacity Fees states that, "All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative"; and

Applicant Draft

WHEREAS, Town of Jackson Municipal Code §13.08.001 pertaining to Wastewater collection and treatment-Management and control states that, "The Town shall have exclusive control and management of the municipal sewer collection and treatment system belonging to the Town, and shall have exclusive management and control of sewer system provided to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management and control of the wastewater collection and treatment system. The Town shall not be responsible for the maintenance, repair or operation of sewer services or service laterals consisting of cleanouts, traps and associated elements extending from the outside diameter of the Town collection system to the point of us."

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by each of the said parties, JHCA, on its own behalf or any successor in interest or assign, and the Utility, do mutually covenant and agree as follows:

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

   The Utility hereby confirms, approves and authorizes JHCA to connect its lift station(s), sewer force main(s), and gravity sewer(s) and appurtenances (hereinafter referred to as the "JHCA Wastewater Conveyance System") to the Utility's wastewater treatment facility via the 3 Creek Ranch Force Main A.

   It is expressly understood by the parties, that JHCA is not authorized to connect any other sewer services without prior approval from the Utility.

2. Agreement to Treat Wastewater.

   The Utility hereby agrees to receive and properly treat wastewater from JHCA's Future Location, subject to the terms and conditions set forth herein, any ordinances of the Town of Jackson, and the Wyoming State Statutes.

3. Payment of Cost of Construction, Operation, and Maintenance of the JHCA Wastewater Conveyance System.

   JHCA shall be solely responsible for paying all costs associated with the design, construction, use, operation and maintenance of its Wastewater Conveyance System, as well as the all costs of connecting its System to the Utility's 3 Creek Ranch Force Main A.

Applicant Draft

4. Wastewater Rates, Charges and Fees.

JHCA's wastewater rates for this Wastewater Agreement shall be in accordance with the current standard service policies and user rates established by the Utility via ordinance and in accordance with state statute.

Wastewater Capacity Fee: JHCA agrees to pay a one-time, non-refundable wastewater capacity fee that runs with the land prior to connecting to the Utility's collection system in accordance with JMC §13.08.020 at the current scheduled fees as follows:

(a) JHCA will pay the school rate per pupil enrolled for its inaugural school year; and

(b) Any other applicable categories of JMC §13.08.020.

Connection Fee: JHCA agrees to pay wastewater fees for the connection to Utility's 3 Creek Ranch Force Main A as described in JMC §13.08.030.

Wastewater Rates: JHCA agrees to pay wastewater rates for the connection of JHCA consistent with the adopted fee schedules of the Town of Jackson in JMC §13.08.013.

Base Charge: JHCA agrees to make regular and normal payment for the collection and treatment of wastewater. Wastewater volume shall be measured through a wastewater meter having a Town-issued readout, or such other meter as the Utility shall approve in accordance with the Town of Jackson Municipal Code.

Volume Rate: JHCA agrees to pay for its wastewater volume per one thousand (1000) gallons in accordance with its wastewater class, as determined by the Utility pursuant to JMC §13.08.013.

Billing and Failure to Pay:

(a) The Utility will regularly prepare an invoice to JHCA for wastewater supply services and use.

(b) The Utility shall have the absolute right to shut off the supply of water to JHCA in the event JHCA fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Town of Jackson Municipal Code.

(c) Utility's billing may include surcharges for extraordinary strength wastes in accordance with the current Town of Jackson ordinances, resolutions, and regulations for such wastewater rates.

(d) Billing for JHCA will commence at such time as JHCA's Wastewater Conveyance System, including wastewater meter are installed.

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5. JHCA Wastewater Conveyance System Ownership

Beginning at the point of connection, as defined in the Jackson Municipal Code, to the Utility owned system, the JHCA Wastewater Conveyance System shall be solely owned, operated, maintained, repaired, and replaced by JHCA.

6. Design and Construction.

For new facilities, JHCA shall employ a Wyoming licensed professional engineer for the design and permitting of the system. Prior to construction JHCA shall submit engineer stamped reports, plans, specifications, and calculations related to the system design for Utility review. The design must include wastewater grinder(s) before the pumping station and a wastewater meter.

The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Test results shall be submitted to the Utility upon completion of construction. The Utility agrees to accept reports by third-party inspectors as sufficient proof of JHCA's conformity with the project plans and specifications.

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata as required by the Town Engineer, and in any other format deemed suitable by the Town Engineer.

JHCA is solely responsible for construction of all JHCA Wastewater Conveyance System to the point of connection, as defined in the Jackson Municipal Code, with the Utility's wastewater collection system.

JHCA shall follow the current International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, or as directed by the Town Engineer. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

7. Maintenance and Repairs

JHCA shall maintain its Wastewater Conveyance System consistent with the Utility's maintenance program and shall, upon written notification from the Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

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In the event of any damage, infiltration, or intrusion to JHCA's Wastewater Conveyance System, JHCA shall notify the Utility within five (5) days of learning of such event and advise the Utility of measures to remedy the problems. JHCA shall complete all repairs or notify the Utility in writing of when the repairs will be completed within thirty (30) days of the original notification.

Written notification that repairs have been completed is required from JHCA to the Utility within thirty-five (35) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days.

8. Inspections and Notifications

The Utility shall have access to JHCA's Wastewater Conveyance System for the purpose of inspecting and testing of the facility, and for the purpose of monitoring the wastewater flow and strength.

JHCA shall notify the Utility prior to any modifications to the JHCA Wastewater Conveyance System.

Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to JHCA's Wastewater Conveyance System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.

9. Septic, Hazardous and Unapproved Materials Prohibited.

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

10. Voluntary Termination

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

11. Bond.

JHCA shall, prior to execution of this Wastewater Agreement, deliver to Utility a performance bond in the amount of $5,000, payable to the Town of Jackson for an

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initial period of two (2) and including an automatic renewal for a second two (2) year term to ensure compliance with the obligations of this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Utility in form and substance, and must be maintained until all obligations to Town under this Agreement (including Disconnection obligations) are satisfied.

12. Liability / Indemnification

Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of JHCA's Wastewater Conveyance System.

JHCA hereby agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from JHCA's operations or failure to maintain or repair any portion of its Wastewater Conveyance System, which indemnification includes indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by JHCA.

JHCA agrees to indemnify the Utility for any violation by JHCA of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation, related to pretreatment requirements, improper discharge into the Utility's wastewater system by any of JHCA's users, or other activity of JHCA in violation of such rule or law.

In the event that performance of this Wastewater Agreement is prevented, or interrupted, or water service is discontinued to JHCA for any reason beyond control of the Utility, JHCA agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

13. Enforcement.

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

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14. Entire Agreement – Amendment.

The parties agree that this Wastewater Agreement and the documents attached hereto as Exhibit A- reflect the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

15. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Utility:	Town of Jackson P.O. Box 1687 Jackson, Wyoming 83001
JHCA:	Jackson Hole Classical Academy Foundation P.O. Box 11655 Jackson, Wyoming 83002

16. Waivers.

A waiver by the either party regarding the breach of any of the provisions of this Wastewater Agreement shall not bar the right of the other party to enforce the terms of this Wastewater Agreement.

17. Binding/Severability

This Wastewater Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.

If a Court finds any provision of this Wastewater Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Wastewater Agreement in all other respects shall remain valid and enforceable.

18. Additional Documents and Acts.

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Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Wastewater Agreement and the transactions contemplated hereby.

19. Counterpart Signatures.

This Wastewater Agreement may be executed in one or more counterparts and shall become a binding agreement when one counterpart has been signed by each of the parties. Facsimile signatures shall be binding herein.

20. Governing Law, Jurisdiction, Construction.

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

21. Sovereign Immunity.

The Town of Jackson does not waive its sovereign 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 Wastewater Agreement.

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DATED as of the Effective Date.

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by PETE MULDOON as Mayor of the Town of Jackson this ___ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

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JACKSON HOLE CLASSICAL ACADEMY FOUNDATION,
A private corporation
of the State of Wyoming

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of Old West Storage LLC, this ____ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Applicant Draft

WATER SUPPLY AGREEMENT
BETWEEN THE
TOWN OF JACKSON AND HOLE CLASSICAL ACADEMY FOUNDATION

This Water Supply Agreement ("Water Agreement") is made and entered into to be effective as of the _____ day of _____, 2019 (the "Effective Date"), by, between, and among the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (the "Utility") **JACKSON HOLE CLASSICAL ACADEMY FOUNDATION**, which owns property supporting a private school in the State of Wyoming, of P.O. Box 11655, Jackson, WY 83002 ("JHCA").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a public water supply and associated facilities, including supply wells, storage tanks, and distribution mains, which specifically includes 3 Creek Watermain X, ("Public Water Supply System"), and by means of these facilities makes potable water supply services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and,

WHEREAS, JHCA currently operates a school within the Town of Jackson located at 1450 South Park Loop Road within the Community Bible Church ("Current Location"); and

WHEREAS, JHCA purchased new property outside the Town of Jackson located at Parcel A: Lot 3, Section 7, T40N, R116W, 6th P.M., Teton County, Wyoming; PIDN: 22-40-16-07-3-00-018 ("Future Location"), as set forth in Exhibit A, and requested permission to connect to the Utility's Public Water Supply System; and

Commented [A1]: Need detailed Exhibit A.

WHEREAS, JHCA has filed for and received Teton County, Wyoming building permits BDC-2019-0024; BDC-2019-0014; BDC-2019-0015; BDC-2019-0016; and BDC-2019-0017; and

WHEREAS, at the regular meeting of the Town Council on June 17, 2019, the Jackson Town Council voted to approve a connection of JHCA's Future Location to the Utility's Public Water Supply System; and

WHEREAS, Town of Jackson Municipal Code §13.04.060 pertaining to Granting of Applications states that "All expenses related to any extension of the water main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative"; and

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WHEREAS, Town of Jackson Municipal Code §13.04.030 pertaining to Control of the water system states that, "The water supply of the Town shall be under the exclusive control of the Mayor and Town Council who may from time to time direct any construction of such works, placing of mains, service pipes, and fire hydrants as the necessity of the Town may require. The usage charge and the water system service charges may be changed from time to time by ordinance of the Town Council."

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties on their own behalf and for any successor in interest or assign, JHCA and the Utility do mutually covenant and agree as follows:

1. Permission to Connect to the Utility's Public Water Supply System.

   The Utility hereby confirms, approves and authorizes JHCA to connect its watermains, services, and appurtenances (hereinafter referred to as the "JHCA Water System") to the Utility's Public Water Supply System via the 3 Creek Watermain X.

2. Agreement to Supply Potable water.

   The Utility hereby agrees to supply potable water for use by JHCA under the terms and conditions set forth herein, any ordinances of the Town of Jackson and the Wyoming State Statutes, and except during emergency repairs and/or when given notice for planned outages.

   The Utility shall provide water complying with the Safe Drinking Water Act. JHCA shall provide any additional water treatment needed to provide safe water from JHCA's Water System.

   JHCA agrees that water supply provided under this Water Agreement is for the uses defined herein. This Water Agreement only entitles JHCA to one (1) water service connection to the Public Water Supply System. Under this Agreement JHCA has no right to additional water service connections or to increase water service size.

3. Payment of Cost of Construction, Operation, and Maintenance of the JHCA Water System.

   JHCA shall be solely responsible for paying all costs associated with the design, permitting, construction, use, operation and maintenance of the JHCA Water System, as well as the all costs of connecting its System to the Utility's 3 Creek Ranch Watermain X.

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JHCA must apply for and receive a permit to construct water mains from the Wyoming Department of Environmental Quality prior to connection to the Public Water Supply System.

This permit does not relieve the JHCA from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

4. Water Rates, Charges, and Fees.

JHCA's water rates for this Water Agreement shall be in accordance with the current standard service policies and user rates established by the Utility via ordinance and in accordance with state statute.

Water Capacity Fee: JHCA agrees to pay a one-time, non-refundable wastewater capacity fee that runs with the land prior to connecting to the Utility's Public Water Supply in accordance with JMC §13.04.050 at the current scheduled fees.

Connection Fee: JHCA agrees to pay a fee for the connection to Utility's 3 Creek Ranch Watermain X prior to connecting to the Utility's Public Water Supply in accordance with JMC §13.04.050 at the current scheduled fees.

Water Rates: JHCA agrees to pay water rates for the connection of JHCA consistent with the adopted fee schedules of the Town of Jackson in JMC §13.04.300.

Base Charge: JHCA agrees to make regular and normal payment for the supply of water. Water volume shall be measured through a meter and appurtenances issued by the Town pursuant to §13.12.020, or such other meter as the Utility shall approve, in accordance with the Town of Jackson Municipal Code 13.04.300.

Volume Rate: JHCA agrees to pay for its volume per one thousand (1000) gallons in accordance JMC §13.04.300.

Billing and Failure to Pay:

(a) The Utility will regularly prepare an invoice to JHCA for water supply services and use.

(b) The Utility shall have the absolute right to shut off the supply of water to JHCA in the event JHCA fails to pay any valid fee submitted in

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accordance with standard service policies of the Utility and the Jackson Municipal Code.

(c) Billing for JHCA will commence at such time as JHCA's Water System, including meter, is installed to the Public Water System.

5. JHCA Water System Ownership.

Beginning at the point of connection as defined in the Jackson Municipal Code to the Utility owned system, JHCA's Water System shall be solely owned, operated, maintained, repaired, and replaced by JHCA, whom shall be responsible for all related expenses.

JHCA is not permitted to connect any other user and is required to obtain Utility approval prior to connecting any party.

6. Design and Construction.

JHCA shall employ a Wyoming licensed professional engineer for the design and permitting of the system. Prior to connection, JHCA shall submit engineer stamped reports, plans, specifications, and calculations related to its Water System design for Utility review.

The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection Reports and test results shall be submitted to the Utility upon completion of construction or as requested by the Utility. The Utility agrees to accept reports by third-party inspectors as sufficient proof of JHCA's conformity with the project plans and specifications.

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata as required by the Town Engineer, and in any other format deemed suitable by the Town Engineer.

JHCA is solely responsible for construction of all the JHCA Water System to the point of connection with the Utility's Public Water Supply System.

JHCA shall follow the more stringent of the International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, or as directed by the Utility. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

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7. Maintenance and Repairs.

JHCA must maintain its Water System consistent with the Utility's maintenance program and shall, upon written notification from Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

In the event of any damage, leakage, infiltration, or intrusion to JHCA's Water System, JHCA shall notify the Utility within five (5) days of learning of such event and shall advise the Utility of measures to remedy the problems. JHCA shall complete all repairs or notify the Utility in writing of when the repairs will be completed within thirty (30) days of the original notification.

Written notification that repairs have been completed is required from JHCA to the Utility within thirty-five (35) days of the original notification, or within ten (10) days after completion if the repairs take longer than thirty (30) days.

8. Inspections and Notifications.

Utility shall have access to JHCA's Water System for the purpose of inspecting and testing of the facilities, and for the purpose of monitoring for water quality and leaks.

JHCA shall notify the Utility prior to any modifications to the JHCA Water System.

Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to JHCA's Water System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.

9. Backflow Prevention System.

JHCA's Water System shall incorporate a backflow prevention system to protect the Utility's Public Water System. The backflow systems shall be installed and maintained in compliance with the Utility's current municipal code and the Wyoming Department of Environmental Quality regulations.

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10. Voluntary Termination

JHCA has the right to terminate this Water Agreement at any time upon ninety (90) days written notice to Utility of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of JHCA Water System from the Utility's Public Water System. JHCA shall be responsible for all costs associated with termination and disconnection from Utility's Public Water System.

11. Bond.

JHCA shall, prior to execution of this Water Agreement, deliver to Utility a performance bond in the amount of $5,000, payable to the Town of Jackson, to ensure compliance with the obligations of this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Utility in form and substance, and must be maintained until all obligations to Town under this Agreement (including Disconnection obligations) are satisfied.

12. Liability / Indemnification.

Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of JHCA's Water System.

JHCA shall, and does hereby agree, to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from JHCA operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by JHCA.

JHCA agrees to indemnify the Utility for any violation by JHCA of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation, related to pretreatment requirements, improper discharge into the Utility's Public Water Supply System by any of JHCA's users, or other activity of JHCA in violation of such rule or law

In the event that performance of this Water Agreement is prevented, or interrupted, or water service is discontinued to JHCA for any reason beyond control

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of the Utility, JHCA agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

13. Enforcement.

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

14. Entire Agreement – Amendment.

The parties agree that this Water Agreement and the documents attached hereto as Exhibit A reflect the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

15. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Utility: Town of Jackson
Attn: Town Engineer
P.O. Box 1687
Jackson, Wyoming 83001

JHCA: Jackson Hole Calssical Academy Foundation
P.O. Box 11655
Jackson, WY 83002

16. Waivers.

A waiver by the either party regarding the breach of any of the provisions of this Water Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

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17. Binding Effect / Severability.

This Water Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns.

If a Court finds any provision of this Water Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Water Agreement in all other respects shall remain valid and enforceable.

18. Additional Document and Acts.

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Water Agreement and the transactions contemplated hereby.

19. Counterpart Signatures.

This Water Agreement may be executed in one or more counterparts and shall become a binding Water Agreement when one counterpart has been signed by each of the parties. Facsimile signatures shall be binding herein.

20. Governing Law, Jurisdiction, Construction:

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

21. Sovereign Immunity.

The Town of Jackson does not waive its sovereign immunity by entering into this Water Agreement, and fully retains all immunities and defenses provided by law

Applicant Proposal

with respect to any action based on or occurring as a result of this Water Agreement.

DATED as of the Effective Date.

Utility

TOWN OF JACKSON, a municipal corporation of the State of Wyoming

_____
BY: Pete Muldoon, Mayor

_____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Mayor of the Town of Jackson this ___ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Applicant Proposal

JHCA

JACKSON HOLE CLASSICAL ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the _____ of Jackson Hole Classical Academy Foundation, as its _____, this ____ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

Applicant Proposal

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: AUGUST 1, 2019
MEETING DATE: AUGUST 5, 2019

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

SUBJECT: **FIRST READING OF ORDINANCES G & H:** Ordinances for Zoning Map Amendments to change zoning from Urban Commercial (UC) to Downtown Core (DC) for portions of properties located at 135 & 175 East Broadway Avenue.

OWNER: DELONEY STREET LLC & BWD ST LLC

APPLICANT: CAFÉ G LLC

REQUESTED ACTION

1. First reading of ordinance G to amend and reenact Section 2 of Town of Jackson ordinance No. 1074 (part) and amending the Town of Jackson official zoning district map to change a portion of the current zoning designation of 1.38 acres of land addressed as 135 East Broadway Avenue and currently zoned Urban Commercial (UC) to Downtown Core (DC) (P19-105); and establishing an effective date.

2. First reading of ordinance H to amend and reenact Section 2 of Town of Jackson ordinance No. 1074 (part) and amending the Town of Jackson official zoning district map to change a portion of the current zoning designation of 0.46 acres of land addressed as 175 East Broadway Avenue and currently zoned Urban Commercial (UC) to Downtown Core (DC) (P19-107); and establishing an effective date.

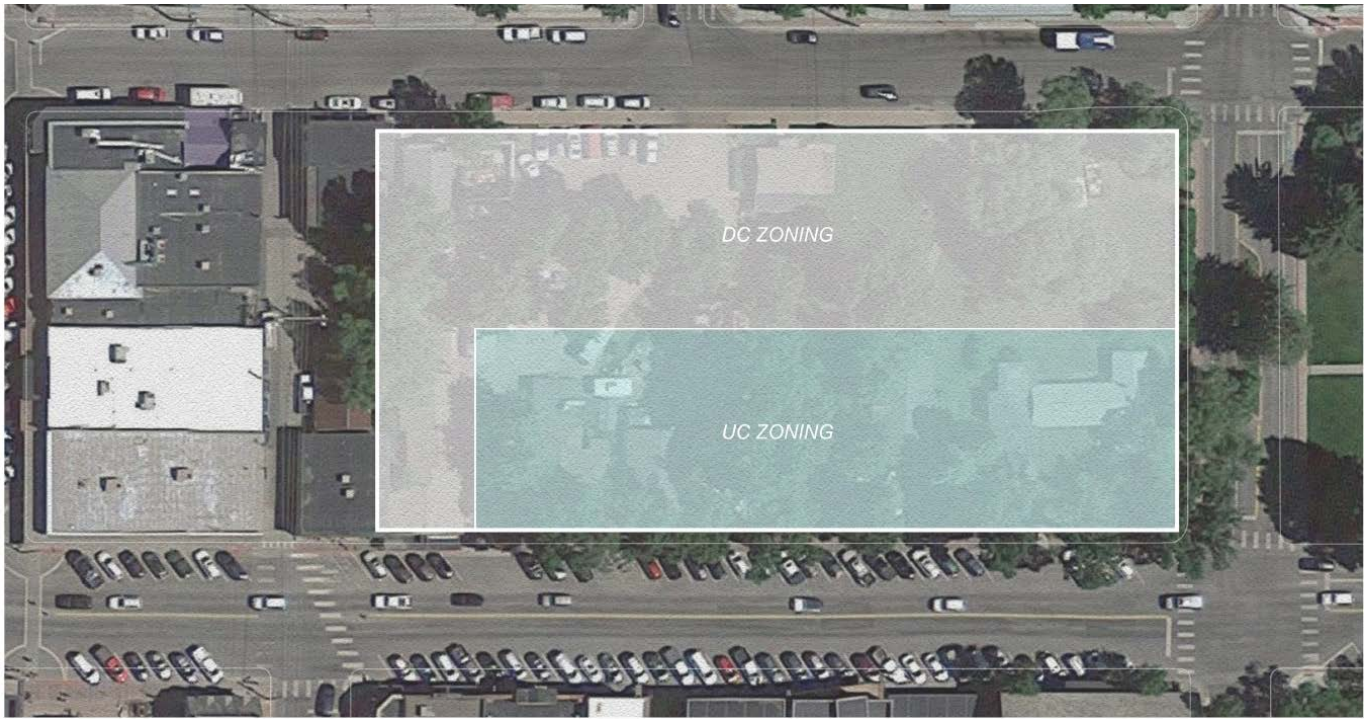
PRIOR TOWN COUNCIL ACTION

The Town Council reviewed and approved applications P19-105 & 107 on July 15, 2019 for a Zoning Map Amendment to change the zoning of a portion of two properties from Urban Commercial (UC) to Downtown Core (DC) located at 135 & 175 East Broadway Avenue. The potion of 135 East Broadway to be rezoned to DC is approximately 30,000 sf and the portion of 175 East Broadway to be rezoned to DC is approximately 10,000 sf. Please see the attached map depicting the portions of each property to be rezoned to DC.

Both the Planning Director and Planning Commission recommended approval of the amendments.

LOCATION

The properties are located at 135 & 175 East Broadway Avenue, legally described as parcels PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 and PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116, respectively. An aerial photo and the proposed zoning map are shown below:



STAFF ANALYSIS

Staff was able to make all the Findings pursuant to Land Development Regulation (LDR) Section 8.7.2 Zoning Map Amendment as provided below.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Note: The below findings were made by the Council in approving P19-105 and P19-107.

Zoning Map Amendments. The findings for Zoning Map Amendments found in LDR Section 8.7.2.C must be made:

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

   Complies. Staff finds the proposed request to be consistent with the purpose and intent of the LDRs, specifically the DC zoning district. Staff finds that by rezoning a portion of the property to DC, the applicant will have the opportunity to develop the property utilizing a revised Character Zone consistent with the Comprehensive Plan vision for the area. In addition, staff finds that the purpose of the DC zone *(LDR Section 2.2.10)* to provide for a vibrant mixed-use area with a variety of uses and amenities is appropriate for this site, specifically regarding building and parking location, and allowed land uses. Furthermore, the DC zone pedestrian frontage of 13.5 feet will provide more amenity space for pedestrians compared to the UC zone which only requires 10 feet of pedestrian frontage. Additionally, the DC zoning will require that a portion of the third floor be stepped back to break up building mass whereas the UC zone has no third story step-back requirement. Overall, the DC zone would provide more flexibility to the property owner while ensuring that future development best compliments and supports the Comprehensive Plan vision for Sub-area 2.3.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

   The proposed application is located in Character District #2 Town Commercial Core, specifically Sub-area 2.3 Downtown Commercial Core of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 2 as follows:

   Common Value 1: Ecosystem Stewardship

   The Comprehensive Plan does not list any applicable policy objectives for this Common Value in District 2.

   Not Applicable.

   Common Value 2: Growth Management

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

   Complies. The DC zone allows use of the Workforce Floor Area Bonus (2:1 tool) to encourage development of housing for the local workforce.

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

   Complies. Although no development is proposed, the DC zone is intended to support mixed-use development which includes commercial spaces that serve local businesses, residents and visitors.

   4.2.c: Create vibrant walkable mixed-use subareas

   Complies. The required pedestrian frontage standards of the DC zone will better achieve this policy than the current UC zone.

   4.2.d: Create a Downtown Retail Shopping District

   Complies. Although no development is proposed, the DC zone is intended to support mixed-use development which includes commercial spaces such as retail that serve local businesses, residents and visitors.

   4.2.f: Maintain lodging as a key component in the downtown

   Not Applicable. There is no physical development proposed, however the property will remain in the Lodging Overlay.

   4.4.b: Enhance Jackson gateways

   Not applicable.

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

Not applicable. There will be no change to the regulations affecting natural features on the site as a result of the proposed zone change.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. The DC zone will allow for the use of the Workforce Housing FAR Bonus not allowed in the UC zone.

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

Not applicable. There is no physical development proposed, however the DC zone will allow the same commercial uses as the UC zone which can support local businesses.

6.2.c: Encourage local entrepreneurial opportunities

Not applicable. There is no physical development proposed.

6.3.a: Ensure year-round economic viability

Not applicable. There is no physical development proposed.

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

Not applicable. There is no physical development proposed.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 2.3 Downtown Commercial Core which states as follows as the desired vision for the subarea:

<u>Sub-area 2.3 Downtown Commercial Core</u>: this large, mixed use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic, and social activity in the *community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent. The goal of this subarea is to create a vibrant mixed-use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors. A goal of this subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed-use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominately in public lots and on street to create a vibrant, walkable area that is oriented*

to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.

Complies. The proposed rezone for a portion of the subject parcels is consistent with the above vision for Subarea 2.3 as it will encourage development that supports a strong retail and visitor experience in the downtown. The request will allow for the development of mixed-use buildings of three stories with descriptive architectural requirements consistent with the surrounding properties already zoned DC. In addition, the DC zone will allow a greater opportunity to provide deed restricted workforce housing through the Workforce Housing Floor Area Bonus (2:1 tool) found in the DC zone. The request will also better address pedestrian frontages and the location of parking better than the current UC zone consistent with the above described vision. Overall, staff finds that DC zone requested for a portion will be successful meeting the desired future character of the area while addressing the existing conditions on the site not part of this request.

3. *Is necessary to address changing conditions or a public necessity.*

   Complies. Staff finds that the rezone to DC from UC will address the desired future vision for Comprehensive Plan, Character District 2.

4. *Is consistent with other adopted Town Ordinances.*

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

ATTACHMENTS

Ordinance G
Ordinance H

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends approval of the ordinances as presented on First Reading.

SUGGESTED MOTIONS:

Ordinance G: I move to approve Ordinance G on first reading.

Ordinance H: I move to approve Ordinance H on first reading.

ORDINANCE G

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 1.38 ACRES OF LAND ADDRESSED AS 135 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-105); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change a portion (approximately 35,000 sf) of the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-105), to wit:

> The north half and the west 50 feet of the south half of that land owned by Deloney Street, LLC described in that Deed recorded in Document #0729086 Book 698, pages 825-825 in the Office of the Clerk of Teton County. PIDN# 22-41-16-27-3-00-010

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

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 0.46 ACRES OF LAND ADDRESSED AS 175 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-107); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change a portion (approximately 10,000 sf) of the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-107), to wit:

> The north half of that land owned by BWD Street, LLC described in that Deed recorded in Document #0841627 Book 850, Pages 29-31 in the Office of the Clerk of Teton County. PIDN# 22-41-16-27-3-00-009

(Ord. ___§ 1, 2019; Ord. 1074, § 2, 2014.)

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: AUGUST 1, 2019
MEETING DATE: AUGUST 5, 2019

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

SUBJECT: **FIRST READING OF ORDINANCES G & H:** Ordinances for Zoning Map Amendments to change zoning from Urban Commercial (UC) to Downtown Core (DC) for portions of properties located at 135 & 175 East Broadway Avenue.

OWNER: DELONEY STREET LLC & BWD ST LLC

APPLICANT: CAFÉ G LLC

REQUESTED ACTION

1. First reading of ordinance G to amend and reenact Section 2 of Town of Jackson ordinance No. 1074 (part) and amending the Town of Jackson official zoning district map to change a portion of the current zoning designation of 1.38 acres of land addressed as 135 East Broadway Avenue and currently zoned Urban Commercial (UC) to Downtown Core (DC) (P19-105); and establishing an effective date.

2. First reading of ordinance H to amend and reenact Section 2 of Town of Jackson ordinance No. 1074 (part) and amending the Town of Jackson official zoning district map to change a portion of the current zoning designation of 0.46 acres of land addressed as 175 East Broadway Avenue and currently zoned Urban Commercial (UC) to Downtown Core (DC) (P19-107); and establishing an effective date.

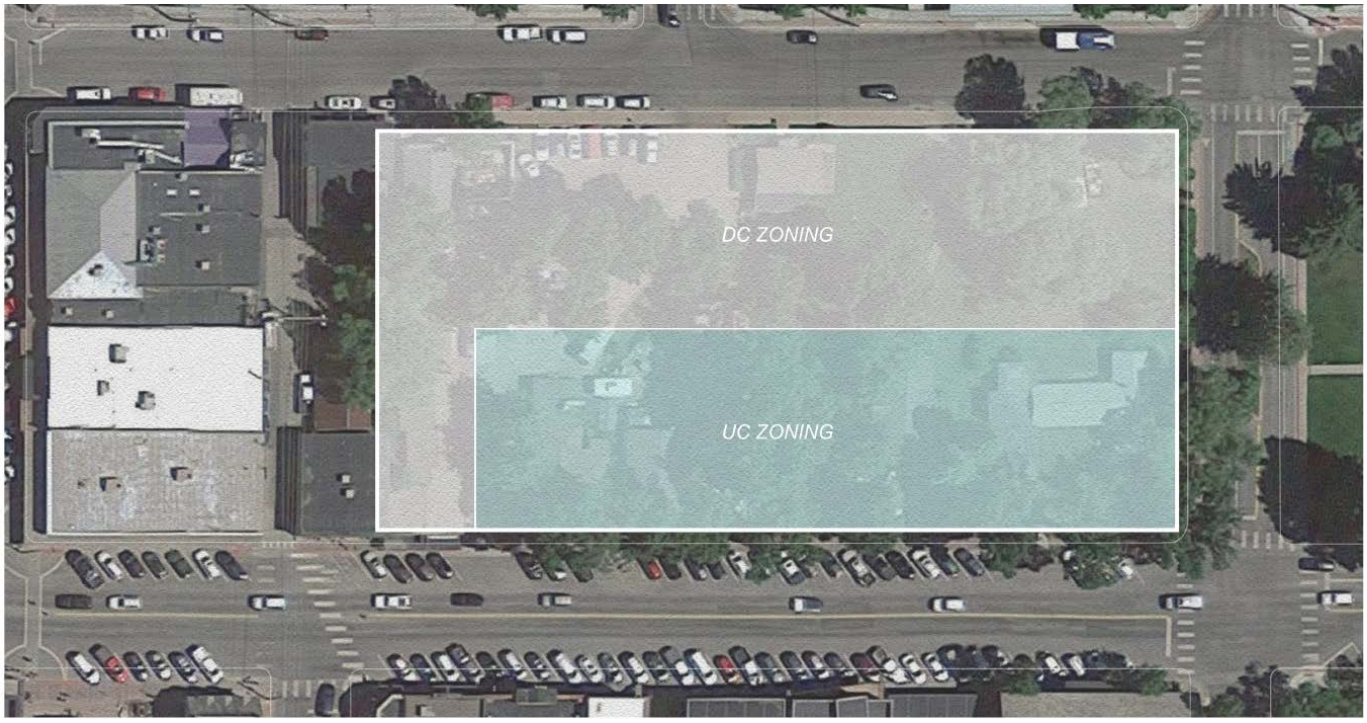
PRIOR TOWN COUNCIL ACTION

The Town Council reviewed and approved applications P19-105 & 107 on July 15, 2019 for a Zoning Map Amendment to change the zoning of a portion of two properties from Urban Commercial (UC) to Downtown Core (DC) located at 135 & 175 East Broadway Avenue. The potion of 135 East Broadway to be rezoned to DC is approximately 30,000 sf and the portion of 175 East Broadway to be rezoned to DC is approximately 10,000 sf. Please see the attached map depicting the portions of each property to be rezoned to DC.

Both the Planning Director and Planning Commission recommended approval of the amendments.

LOCATION

The properties are located at 135 & 175 East Broadway Avenue, legally described as parcels PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 and PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116, respectively. An aerial photo and the proposed zoning map are shown below:



STAFF ANALYSIS

Staff was able to make all the Findings pursuant to Land Development Regulation (LDR) Section 8.7.2 Zoning Map Amendment as provided below.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Note: The below findings were made by the Council in approving P19-105 and P19-107.

Zoning Map Amendments. The findings for Zoning Map Amendments found in LDR Section 8.7.2.C must be made:

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

   Complies. Staff finds the proposed request to be consistent with the purpose and intent of the LDRs, specifically the DC zoning district. Staff finds that by rezoning a portion of the property to DC, the applicant will have the opportunity to develop the property utilizing a revised Character Zone consistent with the Comprehensive Plan vision for the area. In addition, staff finds that the purpose of the DC zone *(LDR Section 2.2.10)* to provide for a vibrant mixed-use area with a variety of uses and amenities is appropriate for this site, specifically regarding building and parking location, and allowed land uses. Furthermore, the DC zone pedestrian frontage of 13.5 feet will provide more amenity space for pedestrians compared to the UC zone which only requires 10 feet of pedestrian frontage. Additionally, the DC zoning will require that a portion of the third floor be stepped back to break up building mass whereas the UC zone has no third story step-back requirement. Overall, the DC zone would provide more flexibility to the property owner while ensuring that future development best compliments and supports the Comprehensive Plan vision for Sub-area 2.3.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

   The proposed application is located in Character District #2 Town Commercial Core, specifically Sub-area 2.3 Downtown Commercial Core of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 2 as follows:

   Common Value 1: Ecosystem Stewardship

   The Comprehensive Plan does not list any applicable policy objectives for this Common Value in District 2.

   Not Applicable.

   Common Value 2: Growth Management

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

   Complies. The DC zone allows use of the Workforce Floor Area Bonus (2:1 tool) to encourage development of housing for the local workforce.

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

   Complies. Although no development is proposed, the DC zone is intended to support mixed-use development which includes commercial spaces that serve local businesses, residents and visitors.

   4.2.c: Create vibrant walkable mixed-use subareas

   Complies. The required pedestrian frontage standards of the DC zone will better achieve this policy than the current UC zone.

   4.2.d: Create a Downtown Retail Shopping District

   Complies. Although no development is proposed, the DC zone is intended to support mixed-use development which includes commercial spaces such as retail that serve local businesses, residents and visitors.

   4.2.f: Maintain lodging as a key component in the downtown

   Not Applicable. There is no physical development proposed, however the property will remain in the Lodging Overlay.

   4.4.b: Enhance Jackson gateways

   Not applicable.

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

Not applicable. There will be no change to the regulations affecting natural features on the site as a result of the proposed zone change.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. The DC zone will allow for the use of the Workforce Housing FAR Bonus not allowed in the UC zone.

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

Not applicable. There is no physical development proposed, however the DC zone will allow the same commercial uses as the UC zone which can support local businesses.

6.2.c: Encourage local entrepreneurial opportunities

Not applicable. There is no physical development proposed.

6.3.a: Ensure year-round economic viability

Not applicable. There is no physical development proposed.

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

Not applicable. There is no physical development proposed.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 2.3 Downtown Commercial Core which states as follows as the desired vision for the subarea:

<u>Sub-area 2.3 Downtown Commercial Core</u>: this large, mixed use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic, and social activity in the *community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent. The goal of this subarea is to create a vibrant mixed-use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors. A goal of this subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed-use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominately in public lots and on street to create a vibrant, walkable area that is oriented*

to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.

Complies. The proposed rezone for a portion of the subject parcels is consistent with the above vision for Subarea 2.3 as it will encourage development that supports a strong retail and visitor experience in the downtown. The request will allow for the development of mixed-use buildings of three stories with descriptive architectural requirements consistent with the surrounding properties already zoned DC. In addition, the DC zone will allow a greater opportunity to provide deed restricted workforce housing through the Workforce Housing Floor Area Bonus (2:1 tool) found in the DC zone. The request will also better address pedestrian frontages and the location of parking better than the current UC zone consistent with the above described vision. Overall, staff finds that DC zone requested for a portion will be successful meeting the desired future character of the area while addressing the existing conditions on the site not part of this request.

3. *Is necessary to address changing conditions or a public necessity.*

   Complies. Staff finds that the rezone to DC from UC will address the desired future vision for Comprehensive Plan, Character District 2.

4. *Is consistent with other adopted Town Ordinances.*

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

ATTACHMENTS

Ordinance G
Ordinance H

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends approval of the ordinances as presented on First Reading.

SUGGESTED MOTIONS:

Ordinance G: I move to approve Ordinance G on first reading.

Ordinance H: I move to approve Ordinance H on first reading.

ORDINANCE G

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 1.38 ACRES OF LAND ADDRESSED AS 135 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-105); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change a portion (approximately 35,000 sf) of the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-105), to wit:

> The north half and the west 50 feet of the south half of that land owned by Deloney Street, LLC described in that Deed recorded in Document #0729086 Book 698, pages 825-825 in the Office of the Clerk of Teton County. PIDN# 22-41-16-27-3-00-010

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

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 0.46 ACRES OF LAND ADDRESSED AS 175 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-107); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change a portion (approximately 10,000 sf) of the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-107), to wit:

> The north half of that land owned by BWD Street, LLC described in that Deed recorded in Document #0841627 Book 850, Pages 29-31 in the Office of the Clerk of Teton County. PIDN# 22-41-16-27-3-00-009

(Ord. ___§ 1, 2019; Ord. 1074, § 2, 2014.)

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: AUGUST 1, 2019
MEETING DATE: AUGUST 5, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **FIRST READING OF ORDINANCE I:** Ordinance for a Zoning Map Amendment to change zoning from Urban Commercial (UC) to Downtown Core (DC) for the property located at 105 East Broadway Avenue.

OWNER: FOAM CAPITAL, LLC

REQUESTED ACTION

First reading of ordinance I to amend and reenact Section 2 of Town of Jackson ordinance No. 1074 (part) and amending the Town of Jackson official zoning district map to change the current zoning designation of 0.167 acres of land addressed as 105 East Broadway Avenue and currently zoned Urban Commercial (UC) to Downtown Core (DC) (p19-114); and establishing an effective date.

PRIOR TOWN COUNCIL ACTION

The Town Council reviewed and approved application P19-114 on July 15, 2019 for a Zoning Map Amendment to change the zoning from Urban Commercial (UC) to Downtown Core (DC) for the property located at 105 East Broadway Avenue.

Both the Planning Director and Planning Commission recommended approval of the amendments.

LOCATION

The property is located at 105 East Broadway Avenue, legally described as parcel PT. SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116. An aerial photo and zoning map are shown below:

N Cac
Center St
TS
P/SP
N Willow St
E Deloney Ave
UC
105
CR-1
E Broadway Ave
UC
DC
E Pearl Ave

N Glenwood S
N Cache S
Center St
N King St
N Willow St
E Deloney Ave
105
E Broadway Ave
E Pearl Ave

STAFF ANALYSIS

Staff was able to make all the Findings pursuant to Land Development Regulation (LDR) Section 8.7.2 Zoning Map Amendment as provided below.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Zoning Map Amendments. The findings for Zoning Map Amendments found in LDR Section 8.7.2.C must be made:

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

   Complies. Staff finds the proposed request to be consistent with the purpose and intent of the LDRs, specifically the DC zoning district. The purpose of the DC zone *(LDR Section 2.2.10)* is to provide for a vibrant mixed-use area with a variety of uses and amenities. If the property is rezoned to DC, the applicant will have the opportunity to develop the lot in a way that aligns with the intent and desired land use layout for the DC zone. In addition, the DC zone pedestrian frontage of 13.5 feet will provide more amenity space for pedestrians compared to the UC zone which only requires 10 feet of pedestrian frontage. Furthermore, the DC zoning will require that a portion of the third floor be stepped back to break up building mass whereas the UC zone has no third story step-back requirement. Overall, the DC zone would provide more flexibility to the property owner while ensuring that the building best compliments and supports pedestrian movement.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

   The proposed application is located in Character District #2 Town Commercial Core, specifically Sub-area 2.3 Downtown Commercial Core of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 2 as follows:

   Common Value 1: Ecosystem Stewardship

   Not Applicable.

   Common Value 2: Growth Management

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

   Complies. Although no development is proposed, the DC zoning is intended to support mixed-use development which includes commercial spaces that serve local businesses, residents and visitors.

   4.2.c: Create vibrant walkable mixed-use subareas

   Not Applicable. There is no physical development proposed.

4.2.d: Create a Downtown Retail Shopping District

Complies. Although no development is proposed, the DC zoning is intended to support mixed-use development which includes commercial spaces such as retail that serve local businesses, residents and visitors.

4.2.f: Maintain lodging as a key component in the downtown

Not Applicable. There is no physical development proposed, however the property will remain in the Lodging Overlay.

4.4.b: Enhance Jackson gateways

Not applicable.

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

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Not Applicable. The DC zone will allow for the use of the Workforce Housing FAR Bonus not allowed in the UC zone.

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

Not applicable. There is no physical development proposed, however the DC zoning will allow the same commercial uses as the UC zoning which can support local businesses.

6.2.c: Encourage local entrepreneurial opportunities

Not applicable. There is no physical development proposed.

6.3.a: Ensure year-round economic viability

Not applicable. There is no physical development proposed.

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

Not applicable. There is no physical development proposed.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 2.3 Downtown Commercial Core which states as follows as the desired vision for the subarea:

<u>Sub-area 2.3 Downtown Commercial Core</u>: his large, mixed use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic, and social activity in the *community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and*

inconsistent. The goal of this subarea is to create a vibrant mixed-use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors. A goal of this subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed-use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominately in public lots and on street to create a vibrant, walkable area that is oriented to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.

Complies. The proposed rezone is consistent with the above vision for Subarea 2.3 as it will encourage development that supports a strong retail and visitor experience in the downtown. The request will still allow for mixed-use buildings of three stories and allow more opportunity to provide deed restricted workforce housing through the Workforce Housing Floor Area Bonus (2:1 tool). The request will also address pedestrian frontages and location for parking better than the current UC zoning which is consistent with the above future vision. Overall, Staff finds that DC zoning is best suited for this area and with the DC zoning directly across the street on Broadway.

3. *Is necessary to address changing conditions or a public necessity.*

   Not applicable. There is no physical development proposed.

4. *Is consistent with other adopted Town Ordinances.*

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

ATTACHMENTS

Ordinance I

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends approval of the ordinances as presented on First Reading.

SUGGESTED MOTION:

I move to approve Ordinance I on first reading.

ORDINANCE I

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.167 ACRES OF LAND ADDRESSED AS 105 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-114); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-114), to wit:

PT SW1/4SW1/4, Section 27, Township 41, Range 116.
PIDN# 22-41-16-27-3-00-012

(Ord. ___§ 1, 2019; Ord. 1074, § 2, 2014.)

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

INVITATION TO MOUNTAIN TOWNS 2030

To Key Mountain Town Leader:

My name is Andy Beerman and I am honored to be representing my community as the Mayor of Park City, Utah. Mountain communities are iconic places defined by passionate people with a deep connection to the natural environment. However, the places we love are under attack. We are witnessing the growing effects of climate change on our communities. Fires, unreliable snowpack, flooding, and declining forest health are just some of the examples. It might feel like we're too small to have impact, but in the face of inaction, we have a unique opportunity to lead.

October 2-4 Park City is hosting Mountain Towns 2030. The goal is simple: join forces to tackle the biggest challenge to face our communities. Together we can achieve carbon neutrality, grow our economy, and prove to the world that ambitious goals fuel passion and action.

This won't be your typical conference. Jane Goodall will address the group, stirring emotion and inspiration. Paul Hawken will discuss solutions that we can implement today. A utility CEO will share insight how to approach your utility to get to 100% renewable by 2030. Hear from your peers about how elected officials can lead globally with local action. Together we are smarter, so we will provide a forum for towns to share knowledge, best practices and successes.

I can relate that your role never has many demands and not nearly enough time to get everything done. However, with over 40 communities coming together, we can exchange ideas and have the greatest impact together. Space is very limited. For more information, go to www.mt2030.org. If you have any questions, please do not hesitate to reach out.

Regards,

Andy Beerman
Park City Mayor
Andy@parkcity.org
435.731.8366

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: August 5th, 2019

RE: Town Manager's Report

CAST meeting:

CAST will next meet in Frisco on August 22-23**.** They are looking for one more meeting topic and one more panelist for the Sustainable Tourism Panel. Please let me know if you have a suggestion for either.

Thursday, August 22

2:30-4:30 pm	CAST Meeting, Frisco Day Lodge, 621 Recreation Way
6:00-9:00 pm	Cocktails & Dinner, Tavern West, 311 W Main St

Friday, August 23

7:45 am-12:30 pm	Breakfast & CAST Meeting, Frisco Day Lodge, 621 Recreation Way
1:15-3:00 pm	Optional Afternoon Fun: Frisco Bay Marina Boat Tour on Lake Dillon

ToJ needs to RSVP by August 12. Please let us know if you plan to attend and we will sign you up and arrange for your lodging.

Tentative Meeting Notice for Joint Revenue Committee:

A formal meeting notice is forthcoming:

- 9/18/2019 - 9/19/2019 at 8:30AM in Pinedale, Wyoming
- 11/11/2019 - 11/12/2019 at 8:30AM in Cheyenne, Wyoming