

# Jackson Town Council Regular Meeting

November 4, 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. November 18th Council meetings are cancelled
  - 2. Medal of Bravery Proclamation for Corporal Phillip Smith and Officer Thomas Raab
  - 3. Small Business Saturday Proclamation

## 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](mailto:Council@jacksonwy.gov).

## III. CONSENT CALENDAR

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

- A. Meeting Minutes
  - 1. October 21, 2019 workshop
  - 2. October 21, 2019 regular meeting
- B. Disbursements
- C. Special Event: Jackson Hole Art Association Art Fair
- D. Special Event: Jackson Hole Public Art Glow Nights
- E. Special Event: Winter Wonderland on the Town Square
- F. Temporary Sign Permit: Laff Staff (P19-238)
- G. Temporary Sign Permit: Jackson Hole High School (P19-245)
- H. Temporary Sign Permit: Holiday Bazaar (P19-246)
- I. Bid 20-07: Bid Award for Police Electric Vehicle *Staff Report forthcoming*
- J. Contract with Proterra for Electric Bus Batteries
- K. Lease for START Winter Buses
- L. Lease for START Bus parking in Star Valley
- M. Funding Reallocation for Electric Vehicle Project
- N. CenturyLink Franchise Agreement
- O. Encroachment Agreement at 120 N Glenwood for Hotel Jackson Phase 1 Canopy (P19-151)

*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.*

- P. Encroachment Agreement at 723 Rodeo Drive for Trident Holdings I WY, LLC (P19-188)

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

- A. Housing Department

- 1. Ground Lease at 174 North King Street (April Norton) *Staff Report forthcoming (Friday)*

#### **V. RESOLUTIONS**

- A. **Resolution 19-23:** Amendment No. 1 to Town of Jackson Fiscal Year 2020 Budget (Kelly Thompson)

#### **VI. ORDINANCES**

- A. **Ordinance K:** An Ordinance Granting a Telecommunication Franchise to Qwest Corporation *dba* CenturyLink QC (Presented for 1st Reading, Lea Colasuonno)
- B. **Ordinance L:** An Ordinance Amending and Reenacting Sections 6.10 through 6.90 of the Jackson Municipal Code Related to Liquor Licenses and Permits (Presented for 1st Reading, Sandy Birdyshaw)

#### **VII. MATTERS FROM MAYOR AND COUNCIL**

- A. 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.*





# Proclamation

## MEDAL OF BRAVERY COMMENDATION

### CORPORAL PHILLIP SMITH and OFFICER THOMAS RAAB

**WHEREAS**, Phillip Smith and Thomas Raab took their Oath of Office on July 31, 2014 and May 14, 2018, respectively, to obey and defend the Constitutions of the United States and the State of Wyoming, to perform the duties of a Police Officer, and to uphold the values of our community and the mission of the Jackson Police Department; and

**WHEREAS**, in the late-night hours of September 14, 2019, emergency services were notified of a structure fire in east Jackson; and

**WHEREAS**, Corporal Smith and Office Raab arrived at the scene ahead of fire and rescue crews, observed smoke coming from the building, and immediately began efforts to determine if anyone was inside; and

**WHEREAS**, Corporal Smith set aside the risk of personal injury and entered the smoke-filled building, where he fell through a weakened floor to an area surrounded by flames; and

**WHEREAS**, Corporal Smith escaped the building, and with Officer Raab found a second entrance and entered the building with disregard to personal safety, to locate, wake and evacuate the residents; and

**WHEREAS**, Corporal Smith and Officer Raab successfully assisted a resident out of the burning structure, all unharmed; and

**WHEREAS**, these exceptional acts of courage are evidence of bravery, by showing both mental and moral fortitude in the face danger and injury, plus selflessness by putting the safety of others above their own; and

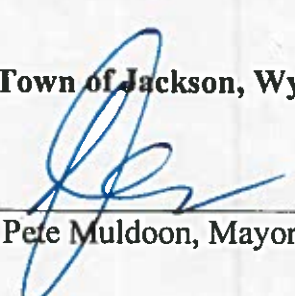
**WHEREAS**, the Medal of Bravery is an extraordinary commendation bestowed upon a Jackson Police Officer by the Chief of Police and is awarded when an extraordinary act of bravery occurs; and

**WHEREAS**, Chief of Police Todd Smith has chosen to recognize **Corporal Phillip Smith** and **Officer Thomas Raab** by presenting them both with the **Jackson Police Department Medal of Bravery**, thereby presenting these officers to others in the Department, the Town of Jackson organization, and the entire Jackson community as an exceptional example of law enforcement servant leadership, and confirmation of their dedication to protecting the health, safety, and welfare of residents and guests of our community.

**NOW, THEREFORE**, I, Pete Muldoon, Mayor of the Town of Jackson, and on behalf of the Town Council, the Jackson Police Department, the Town of Jackson organization, and the entire community; do hereby proclaim our sincere appreciation, acknowledge, and commend **Corporal Phillip Smith** and **Officer Thomas Raab** for their extraordinary life-saving acts to keep our community safe and congratulate them for receiving this Medal of Bravery.

**DATED THIS 4<sup>TH</sup> Day of November 2019.**

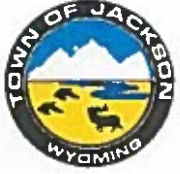
Town of Jackson, Wyoming

  
Pete Muldoon, Mayor

ATTEST:

  
Sandra P. Birdyshaw, Town Clerk





# Proclamation

## SMALL BUSINESS SATURDAY

**Whereas**, the Jackson community, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

**Whereas**, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

**Whereas**, 94% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

**Whereas**, 96% of consumers who are aware of Small Business Saturday said the day encourages them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

**Whereas**, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

**Whereas**, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

**Whereas**, the Jackson Town Council supports our local businesses that create jobs, boost our local economy, and preserve our communities.

**Now, Therefore**, I, Pete Muldoon, Mayor of the Town of Jackson do hereby proclaim, Saturday, November 30, 2019, as **SMALL BUSINESS SATURDAY** and urge the residents of our community to support small businesses and merchants on that day and throughout the year.

**DATED THIS 4th DAY OF NOVEMBER 2019.**

**TOWN COUNCIL PROCEEDINGS - UNAPPROVED**

**OCTOBER 21, 2019**

**JACKSON, WYOMING**

The Jackson Town Council met in a special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:03 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: Tyler Sinclair, Lea Colasuonno, Michelle Weber, and Sandy Birdyshaw.

Mayor Muldoon introduced two new employees; Fermin Domingo a Star Valley Commuter Operator and Jennifer Domingo an ADA Transit Operator.

**Liquor Code Update.** Sandy Birdyshaw and Michelle Weber made staff comment. Discussion included application fees and temporary permits, sealing off-premises open containers, requiring training for alcohol beverage servers, suspensions, and penalties for violations.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to direct staff to incorporate the direction given by the Town Council into a draft Ordinance and bring back at a regular Council meeting for first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Roadway Annexation.** Lea Colasuonno made staff comment that annexation of three roadway portions would alleviate difficulties in determining jurisdiction for law enforcement. Annexation was proposed for a portion of High School Road, Highway 22 just above the ‘Y’, Highway 89 just above Dairy Queen, and a rural parcel along Flat Creek that was encircled by town jurisdiction.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to complete work on this item for all the identified properties, including hiring a surveyor to map and create legal descriptions for the properties and other required documents, and begin the formal annexation process. 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 4:18 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: October 30, 2019



## TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 21, 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 6:00 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: Tyler Sinclair, Lea Colasuonno, Roger Schultz, Johnny Ziem, Brian Lenz, Darren Brugmann, and Sandy Birdyshaw.

**Public Comment.** Kevin Cochary made comment on testing a planned parking project on Snow King. Jeff and LuAnn Roush of Wyoming Outfitters made comment and requested a hardship allowance on plastic bags. Shane Rothman made comment on Snow King. Brooke Sausser of Jackson Hole Conservation Alliance made comment on stillness and scenic helicopter tours.

**Consent Calendar.** A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the consent calendar including items A-H as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the October 7, 2019 regular meeting.

B. **Disbursements.** To approve the disbursements as presented. Ace Equipment & Supply \$4,058.00; Ace Hardware \$684.51; Advanced Glass Trim, LLC \$450.00; Advanced Pump & Equipment, Inc \$8,400.00; Aeration Industries Int. Inc. \$935.00; Airgas USA, LLC \$305.72; Alan's Welding Inc. \$10.50; Amazon Capital Services \$5,287.71; Animal Care Clinic Of Jackson \$20.40; Archivesocial \$4,788.00; AT&T \$17,144.05; Big R Ranch & Home \$525.46; Bison Lumber \$8.50; Bliss Cargo \$113.27; BMV LLC \$118.53; Boswill, Abigail \$553.84; Carquest Auto Parts Inc. \$687.69; Caselle Inc. \$1,800.00; Cash \$118.02; Central Wyoming College \$5,000.00; Centurylink \$2,177.21; Charlier Associates Inc. \$10,989.11; Charter \$3,319.05; Charter Place LLC \$4,730.00; City Of Driggs \$1,618.20; CivicPlus \$23,380.00; Cole, Russell \$100.00; Commercial Tire-Id Falls \$2,724.84; Community Safety Network \$11,000.00; Convergeone, Inc \$157,903.95; Core & Main LP \$18,201.50; Cummins Rocky Mountain LLC \$9,734.31; Dana Safety Supply, Inc \$565.53; Darin Martens Design Studio, LLC \$1,500.00; Dero Bike Racks \$635.00; Dover, John \$80.00; DPC Industries, Inc. \$2,769.70; E.R. Office Express \$785.56; ELeaven Food Company \$319.90; Electrical Wholesale Supply \$143.25; Elite Parts \$394.37; Energy Laboratories Inc. \$985.00; Evans Construction Inc \$385,298.81; Exposure Signs Inc \$250.00; Fire Services Of Idaho \$200.00; FleetPride \$805.94; Freedom Mailing Service Inc. \$1,807.65; Galls Inc. \$750.75; Garmin USA \$64.95; Geittmann Larson Swift LLP \$2,947.50; Gillig LLC \$11,201.04; Gm Sheet Metal LLC \$233.25; Hach Company \$1,564.77; HD Fowler Company \$700.00; Robert Heiner \$213.00; High Country Linen \$1,710.01; Hirst Applegate, Llp \$5,052.76; Hunt Construction Inc \$16,233.05; Idaho Falls Peterbilt \$5,492.91; IIMC \$195.00; Interstate Battery \$1,183.45; Jack's Tire & Oil, Inc. \$5,962.72; Jackson Curbside Inc. \$1,335.00; Jackson Hole Community Housing \$6,250.00; Jackson Hole Historical Society \$12,500.00; Jackson Hole News & Guide \$9,775.44; Jackson Lumber Inc \$396.85; Jackson Paint And Glass, Inc. \$869.96; Samuel Lee Jewison \$400.00; Jorgensen Associates, Pc \$159,266.07; Kellerstrass Enterprises, Inc \$68,723.52; Kelsey, Shane \$1,000.00; Kenworth Sales Company Dept #1 \$468.90; Lee, Nancy \$21.19; Lenovo (United States) Inc. \$10,072.68; Lepco \$2,458.64; Logan Simpson \$13,723.84; Long Building Technologies Inc. \$4,738.41; Lower Valley Energy Inc \$27,138.60; LSC Transportation Consultants \$13,387.76; DBR Inc. \$418.75; Malwarebytes \$7,838.00; Miller Sanitation \$8,554.00; MSC Industrial Supply Co \$421.41; Muldoon, Peter \$524.65; Municipal Emergency Services \$10,600.00; Napa Auto Parts Inc. \$3,574.38; Nelly Rubi Tzompa \$63.00; Nelson Engineering \$3,885.65; New West Building Company Inc. \$8,000.00; Newlevel Group \$5,008.21; One Call Of Wyoming \$310.50; Premier Truck- Salt Lake City \$784.21; Rae, Joshua \$21,210.00; Rafter J Improv/Serv Dist \$146.43; Ranch Inn \$200.00; Raudman, Renee \$140.00; Rees, David \$100.00; Rich Broadcasting (Sv/Jx) \$3,308.00; Rog, Lee \$325.00; Rotary Club Of Jackson Hole \$175.00; John Ryan \$270.00; Safety Supply & Sign Co., Inc. \$4,472.37; Sauer, Caleb \$666.45; Schmiller, Scott \$1,192.79; Selina Keron Booth \$93.00; Shell Equipment Company Llc \$488.78; Sherwin-Williams Co. \$149.14; Silver Creek Supply \$192.55; Silverstar \$2,314.67; Siva Sundaressan \$203.40; Smith Power Products, Inc. \$5,536.07; Snake River Roasting \$150.20; Spring Creek Animal Hospital \$931.08; St John's Hospital \$585.00; Sunrise Environmental \$580.43; Swagit Productions, LLC \$1,775.00; Teton County Integrated Solid Waste/Recy \$294.00; Teton County Sheriff's-Jail \$900.00; Teton County Transfer Station \$325.00; Teton Motors Inc \$30,918.82; Teton Tools LLC \$441.95; Teton Trash Removal, Inc. \$45.50; Teton Youth & Family Services \$44,000.00; The Aftermarket Parts Company, LLC \$1,268.38; The Children's Learning Center \$50,700.00; The Results Group, Ltd \$11,875.00; Thomson West \$90.00; Thyssen Krupp Elevator Corp. \$297.86; Trefren, Tracey \$35.92; United Laboratories \$234.96; Ups \$27.07; USA Blue Book \$194.21; Valentine, Tyler \$100.00; Virginian

Village Condo HOA \$1,080.00; WAMCAT \$65.00; West Fork Construction \$38,737.94; Westbank Sanitation \$48.79; Western States Equip Company \$215,807.04; Westwood Curtis \$96,414.93; White Glove Cleaning, Inc. \$3,174.93; Wyoming Department Of Health \$240.00; Wyoming Garage Door, LLC \$147.00; Wyoming Signs, LLC \$325.26; Wyoming Water Quality & Pollution Contr \$310.00; Wyoming.Com Inc \$5.00; Xerox Corporation \$451.73; Xylem CCI \$20.00; Yellow Iron Excavation, LLC \$1,238.00; Young Truck & Trailer \$4,527.36.

- C. **Municipal Court Report September 2019.** To accept the September 2019 Municipal Court Report into the record as presented.
- D. **Temporary Sign Permit: Plastic Bag Information (P19-230).** To approve the temporary banners in conjunction with Teton County Integrated Solid Waste & Recycling subject to three (3) conditions of approval. 1. The use of the site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The signs for Teton County Integrated Solid Waste & Recycling may be installed at Snow King Backstop during October 30, 2019 to November 13, 2019 and 105 Buffalo Way, Albertson's during November 24, 2019 to November 30, 2019.
- E. **Acceptance of Office of Homeland Security Grant for Jackson Police Department Message Boards.** To approve the Office of Homeland Security Grant Award #19-SHSP-JAC-LP-HRP19 for the Jackson Police Department and authorize the Mayor to execute the agreement (\$20,000).
- F. **Acceptance of Office of Homeland Security Grant for Jackson Police Department Explosive Team.** To approve the Office of Homeland Security Grant Award #19-SHSP-JAC-LP-HIT19 for the Jackson Police Department and authorize the Mayor to execute the agreement (\$210,590.50).
- G. **Request to Connect 3555 N Cheney Road to Wilson Sewer District (P19-222).** To approve the connection of 3555 Cheney Lane to the Wilson Sewer District as presented.
- H. **South Park Service Center Improvement Service District County Sewer Connection (P19-232).** To approve the proposed connection as conditioned herein; direct staff to work with the South Park Service Center Improvement and Service District to draft a Connection and Use Agreement; and, upon approval by the Town Attorney and Town Engineer, authorize the Mayor to execute all necessary agreements.

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

**RFP 20-08: Installation of Electric Bus Charging Equipment.** This item was removed per staff request.

**RFP 20-03 -05: 2020 Comprehensive Rate and Capacity Study.** Johnny Ziem made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the contract to conduct a 2020 Water and Sewer Studies: Part 1 - Comprehensive Rate Study and Part 2 - Comprehensive Capacity Study with Nelson Engineering and Raftelis in the amount of \$391,351.00 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.

**Item P19-170: Final Plat at 170 Redmond Street.** The applicant withdrew this application and no action was taken.

#### **Matters from Mayor and Council.**

**Public Hearing Date for Annexation Petition.** Sandy Birdyshaw made staff comment. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to change the public hearing meeting date for the Monroe Partners Old West LLC Annexation Petition to December 2, 2019 and direct staff to proceed with the required public notices. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Housing Mitigation Letter to Joint Committee.** Tyler Sinclair made staff comment. A motion was made by Pete Muldoon and seconded by Arne Jorgensen to direct staff to work with the Mayor to finalize a letter as described by the Community Development Director tonight. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Jim Stanford made comment on the helicopter tour proposal. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to ask to put a discussion of helicopter tours on the joint meeting

with Teton County on December 2<sup>nd</sup> [*meeting date was misspoken as the 5th*]. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Arne Jorgensen made comment on relooking at the zoning of town owned property for development. A motion was made by Arne Jorgensen and seconded by Jim Stanford to direct staff to update a past review of town property that may be used for housing. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Arne Jorgensen made comment on the celebration of life of Jean Hocker and her years of involvement in the community. Jim Stanford made comment on WYDOT’s meeting on the Snake River bridge replacement. Tyler Sinclair and Johnny Ziem made staff comment. Jonathan Schechter made comment from the Mountain Towns Planners Summit.

**Town Manager’s Report.** A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on sales and lodging tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Adjourn.** A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 6:51 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: October 30, 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  |
|-------------|---------------------------|----------------|-----------------------------------|--------------|--------------------|-------------|------------|
| 4452        | 3T PRODUCTS, LLC          | 67559          | 5/16" REFLECTIVE TAPE & CAP       | 09/24/2019   | 1,008.16           | .00         |            |
| Total 4452: |                           |                |                                   |              | 1,008.16           | .00         |            |
| 991         | 49'ER INN MOTEL           | 102519         | OCTOBER 2019 SPECIAL FIRE         | 10/25/2019   | 18,846.84          | .00         |            |
| Total 991:  |                           |                |                                   |              | 18,846.84          | .00         |            |
| 425         | ACE EQUIPMENT & SUPPLY    | 201612         | ROTARY CULIMN LIFT SET, CO        | 08/14/2019   | 3,581.00           | .00         |            |
| 425         | ACE EQUIPMENT & SUPPLY    | 201755         | GUTTER BROOM, FREIGHT             | 10/03/2019   | 2,162.30           | .00         |            |
| Total 425:  |                           |                |                                   |              | 5,743.30           | .00         |            |
| 51          | ACE HARDWARE              | 672720         | incorrect amount input on invoice | 10/08/2019   | 112.01             | 112.01      | 10/21/2019 |
| 51          | ACE HARDWARE              | 673648         | ANTI-FREEZE RV GAL                | 10/15/2019   | 38.00              | .00         |            |
| 51          | ACE HARDWARE              | 673651         | CREDIT: ANTI-FREEZE RV GAL        | 10/15/2019   | 18.00              | .00         |            |
| 51          | ACE HARDWARE              | 673762         | SQ WIRE LOCK, RD WIRE LOCK        | 10/16/2019   | 20.04              | .00         |            |
| 51          | ACE HARDWARE              | 673801         | STRIPING PAINT ICE WHITE, ST      | 10/18/2019   | 37.45              | .00         |            |
| 51          | ACE HARDWARE              | 673885         | ADAPTR SCH40 PVC, COUPLE          | 10/18/2019   | 3.37               | .00         |            |
| 51          | ACE HARDWARE              | 673936         | THERMOSTAT PROG ACE               | 10/17/2019   | 54.99              | .00         |            |
| 51          | ACE HARDWARE              | 673972         | BATTERY ALK AA 12PK               | 10/17/2019   | 14.99              | .00         |            |
| 51          | ACE HARDWARE              | 674039         | NIPPLE 3/4 X CLOSE GLV            | 10/17/2019   | 3.38               | .00         |            |
| 51          | ACE HARDWARE              | 674095         | TAPE BARCADE CAUTION, TAP         | 10/18/2019   | 29.97              | .00         |            |
| 51          | ACE HARDWARE              | 674467         | ROD THREAD RED, USS FLAT          | 10/21/2019   | 6.09               | .00         |            |
| 51          | ACE HARDWARE              | 674504         | CAPS BLK 1/2", FLANGE BLK 1/      | 10/22/2019   | 24.97              | .00         |            |
| 51          | ACE HARDWARE              | 674556         | #6 E-Z ANCHOR LITE, 6X1-1/4 A     | 10/22/2019   | 12.98              | .00         |            |
| 51          | ACE HARDWARE              | 674626         | DWV FLEX COUPLING 3"X3"           | 10/22/2019   | 8.99               | .00         |            |
| 51          | ACE HARDWARE              | 674643         | CASTER PLATE 3" SWV 9479          | 10/23/2019   | 12.99              | .00         |            |
| 51          | ACE HARDWARE              | 674650         | UNION SCH40 PVC 3/4" SXS, C       | 10/23/2019   | 34.94              | .00         |            |
| 51          | ACE HARDWARE              | 674806         | GLOVE BLK NITRIL                  | 10/24/2019   | 33.98              | .00         |            |
| 51          | ACE HARDWARE              | 674875         | 50' PRO LIGHTED 12GU EXT CO       | 10/24/2019   | 137.97             | .00         |            |
| 51          | ACE HARDWARE              | 675343         | DURO BAG L&G 30 GAL 25PK          | 10/28/2019   | 868.21             | .00         |            |
| 51          | ACE HARDWARE              | 675344         | LEVEL 9" TORPEDO ALUMACE          | 10/28/2019   | 16.99              | .00         |            |
| Total 51:   |                           |                |                                   |              | 1,452.31           | 112.01      |            |
| 3596        | ADVANCED GLASS TRIM, LLC  | 12165          | WINDSHIELD #255- 2018 FORD        | 10/17/2019   | 360.00             | .00         |            |
| Total 3596: |                           |                |                                   |              | 360.00             | .00         |            |
| 4730        | ADVANCED PUMP & EQUIPME   | 9488           | TWO TECHNICIAN WIRED IN TR        | 10/25/2019   | 305.00             | .00         |            |
| Total 4730: |                           |                |                                   |              | 305.00             | .00         |            |
| 88          | AIRGAS INTERMOUNTAIN INC. | 9093946656     | PEIPE, GLV G-TEK MAXIFLEX E       | 10/09/2019   | 89.52              | .00         |            |
| Total 88:   |                           |                |                                   |              | 89.52              | .00         |            |
| 6524        | ALPHAGRAPHS               | IX-153028      | TAXI STICKERS                     | 10/25/2019   | 600.00             | .00         |            |
| Total 6524: |                           |                |                                   |              | 600.00             | .00         |            |
| 5726        | AMAZON                    | 1GXK-MQJG-Y    | CABELERA CORD                     | 10/27/2019   | 28.46              | .00         |            |

| Vendor      | Vendor Name               | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| 5726        | AMAZON                    | 1JNM-7RNQ-W    | UV UPGRADE KIT FOR REVERS    | 10/27/2019   | 76.42              | .00         |            |
| Total 5726: |                           |                |                              |              | 104.88             | .00         |            |
| 3530        | AMSOIL INC                | 18674485 RI    | SYNTHETIC 15W40, SYNTHETI    | 10/11/2019   | 8,714.47           | .00         |            |
| Total 3530: |                           |                |                              |              | 8,714.47           | .00         |            |
| 3487        | ARCHITECTURAL BUILDING SU | 71025536       | MECHANICAL PUSHBUTTON L      | 10/09/2019   | 601.20             | .00         |            |
| Total 3487: |                           |                |                              |              | 601.20             | .00         |            |
| 1783        | AT&T                      | 287259163099   | WIRELESS                     | 09/08/2019   | 1,303.51           | 1,303.51    | 10/22/2019 |
| 1783        | AT&T                      | 287259163099   | MONTHLY CHARGES              | 10/08/2019   | 2,607.23           | .00         |            |
| 1783        | AT&T                      | 287272169264   | WIRELESS                     | 10/12/2019   | 43.23              | .00         |            |
| 1783        | AT&T                      | 287272169264   | WIRELESS                     | 09/12/2019   | 43.23              | 43.23       | 10/22/2019 |
| 1783        | AT&T                      | 287279795460   | MONTHLY CHARGES              | 10/11/2019   | 251.88             | .00         |            |
| 1783        | AT&T                      | 287279795460   | CELL SERVICE                 | 09/11/2019   | 251.88             | 251.88      | 10/22/2019 |
| Total 1783: |                           |                |                              |              | 4,500.96           | 1,598.62    |            |
| 6090        | BAUER, JAMISON            | 1406477        | REIMBURSTMENT FOR SAFET      | 09/28/2019   | 100.00             | .00         |            |
| Total 6090: |                           |                |                              |              | 100.00             | .00         |            |
| 5994        | B-CYCLE LLC               | 2131701        | SEPTEMBER SW LICENESING      | 10/18/2019   | 653.17             | .00         |            |
| Total 5994: |                           |                |                              |              | 653.17             | .00         |            |
| 4920        | BEST BEST & KRIEGER       | 861670         | FRANCHISE RENEWAL 51148.0    | 10/18/2019   | 1,608.00           | .00         |            |
| 4920        | BEST BEST & KRIEGER       | 861671         | PROFESSIONAL                 | 10/18/2019   | 73.00              | .00         |            |
| Total 4920: |                           |                |                              |              | 1,679.00           | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1399415        | CAP REPAIR                   | 08/16/2019   | 59.97              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1399743        | PATHWAYS                     | 08/19/2019   | 75.55              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1400404        | PATHWAYS                     | 08/22/2019   | 409.84             | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1401646        | CLOROX BLEACH                | 08/30/2019   | 8.99               | 8.99        | 10/22/2019 |
| 4774        | BIG R RANCH & HOME        | 1403296        | TORCH KIT, LIQUID WRENCH, OI | 09/10/2019   | 39.47              | 39.47       | 10/22/2019 |
| 4774        | BIG R RANCH & HOME        | 14039889       | FLASHLIGHT                   | 09/13/2019   | 49.99              | 49.99       | 10/22/2019 |
| 4774        | BIG R RANCH & HOME        | 1404540        | RETURN: WIRE LOCK PIN SQ,    | 09/17/2019   | 12.00              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1407622        | JACKET, BIBERALLS            | 10/04/2019   | 125.99             | 125.99      | 10/22/2019 |
| 4774        | BIG R RANCH & HOME        | 1407622        | JACKET, BIBERALLS            | 10/04/2019   | 125.99             | 125.99      | 10/22/2019 |
| 4774        | BIG R RANCH & HOME        | 1409517        | MOUSE TRAP, D-CON BAIT STA   | 10/14/2019   | 49.95              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1410438        | JACKET MNS ROUGH             | 10/20/2019   | 89.99              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1411469        | VEST                         | 10/26/2019   | 71.99              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 300030         | MUCK ARTIC SPROT STEEL TO    | 12/30/2017   | 161.96             | 161.96      | 10/22/2019 |
| Total 4774: |                           |                |                              |              | 1,281.68           | 512.39      |            |
| 2850        | BMV LLC                   | 6101           | SHIPPING: WWTP SAMPLES- W    | 10/21/2019   | 55.76              | .00         |            |
| Total 2850: |                           |                |                              |              | 55.76              | .00         |            |
| 3303        | BRISTOL, JAMES            | 6383           | BUSINESS CARD- JOHNNY & B    | 10/28/2019   | 65.00              | .00         |            |
| 3303        | BRISTOL, JAMES            | 6386           | BUSINESS CARDS COURT         | 10/28/2019   | 35.00              | .00         |            |



| Vendor     | Vendor Name               | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|------------|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| Total 3303 |                           |                |                           |              | 100.00             | .00         |           |
| 6156       | BUCKRAIL, LLC             | 2164           | SUBSCRIPTION              | 10/23/2019   | 375.00             | .00         |           |
| 6156       | BUCKRAIL, LLC             | 2243           | SUBSCRIPTION              | 10/28/2019   | 375.00             | .00         |           |
| Total 6156 |                           |                |                           |              | 750.00             | .00         |           |
| 4614       | C & A PROFESSIONAL CLEANI | OCT 2019- GY   | CLEANING SERVICE OCTOBER  | 10/31/2019   | 989.71             | .00         |           |
| 4614       | C & A PROFESSIONAL CLEANI | OCT 2019- PP   | CLEANING SERVICE OCTOBER  | 10/31/2019   | 297.90             | .00         |           |
| 4614       | C & A PROFESSIONAL CLEANI | OCT 2019- PW   | CLEANING SERVICE OCTOBER  | 10/31/2019   | 2,151.50           | .00         |           |
| 4614       | C & A PROFESSIONAL CLEANI | OCT 2019- T H  | CLEANING SERVICE OCTOBER  | 10/31/2019   | 4,461.20           | .00         |           |
| Total 4614 |                           |                |                           |              | 7,900.31           | .00         |           |
| 5          | CARQUEST AUTO PARTS INC.  | 6090-456142    | BRK PAD-GOLD CERAMIC      | 10/22/2019   | 81.17              | .00         |           |
| 5          | CARQUEST AUTO PARTS INC.  | 6090-456175    | CREDIT: BRK PAD-GOLD CERA | 10/22/2019   | 34.60-             | .00         |           |
| Total 5    |                           |                |                           |              | 46.57              | .00         |           |
| 10         | CASH                      | 103019         | short                     | 10/30/2019   | 11.38              | .00         |           |
| 10         | CASH                      | 103019         | OFFICE SUPPLIES           | 10/30/2019   | 23.37              | .00         |           |
| 10         | CASH                      | 103019         | RECORDING fees            | 10/30/2019   | 27.00              | .00         |           |
| 10         | CASH                      | 103019         | increase cash drawer      | 10/30/2019   | 25.00              | .00         |           |
| Total 10   |                           |                |                           |              | 86.75              | .00         |           |
| 5738       | CASPER STAR TRIBUNE       | 101719         | ASSOC ENGINEER ADS        | 10/17/2019   | 479.00             | .00         |           |
| Total 5738 |                           |                |                           |              | 479.00             | .00         |           |
| 544        | CENTURYLINK               | 1478950075     | 307-733-3932              | 10/19/2019   | 248.37             | .00         |           |
| 544        | CENTURYLINK               | 3077333106 10  | 307-733-3106 742B         | 10/13/2019   | 37.34              | .00         |           |
| Total 544  |                           |                |                           |              | 285.71             | .00         |           |
| 6257       | CERTIFIED LABORATORIES    | 3697251        | PREMALUBE XTREME GREEN    | 09/27/2019   | 551.30             | .00         |           |
| Total 6257 |                           |                |                           |              | 551.30             | .00         |           |
| 6006       | CHILEN, PAT               | 102919         | REIMBURSTMENT FOR SAFET   | 10/29/2019   | 314.00             | .00         |           |
| Total 6006 |                           |                |                           |              | 314.00             | .00         |           |
| 53         | CIRC                      | 09645          | 2019 TRAVEL MAGAZINE      | 06/30/2019   | 3,785.00           | .00         |           |
| Total 53   |                           |                |                           |              | 3,785.00           | .00         |           |
| 5967       | CITY OF DRIGGS            | BBSTART2019    | BUS BARN RENT NOVEMBER 2  | 10/29/2019   | 1,658.45           | .00         |           |
| Total 5967 |                           |                |                           |              | 1,658.45           | .00         |           |
| 50         | CMI - TECO                | 45490          | HYD MOTOR, HUB, SPINNER P | 10/10/2019   | 796.20             | .00         |           |
| Total 50   |                           |                |                           |              | 796.20             | .00         |           |
| 69         | COMMUNITY ENTRY SERVICES  | 28426          | EVENT                     | 10/08/2019   | 2,910.00           | .00         |           |
| 69         | COMMUNITY ENTRY SERVICES  | 31164          | 1ST QUARTER PAYMENT       | 07/31/2019   | 12,500.00          | .00         |           |

| Vendor      | Vendor Name              | Invoice Number | Description                   | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|--------------------------|----------------|-------------------------------|--------------|--------------------|-------------|-----------|
| Total 69:   |                          |                |                               |              | 15,410.00          | .00         |           |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9408           | PO#: WELL 6, 7, 8- CONTROL S  | 10/14/2019   | 4,730.50           | .00         |           |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9409           | PO #: WWPT- CONTROL SERVI     | 10/14/2019   | 500.00             | .00         |           |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9410           | PO #: WELLS- CONTROL SERVI    | 10/14/2019   | 2,067.50           | .00         |           |
| Total 4887: |                          |                |                               |              | 7,298.00           | .00         |           |
| 3001        | CREATIVE ENERGIES, LLC   | 5045           | PO #: PTB EGUAGE REPLACEM     | 10/20/2019   | 1,899.80           | .00         |           |
| 3001        | CREATIVE ENERGIES, LLC   | 5097           | PO #: KARNS MEADOW HOME P     | 10/16/2019   | 736.75             | .00         |           |
| Total 3001: |                          |                |                               |              | 2,636.55           | .00         |           |
| 611         | CUMMINS ROCKY MOUNTAIN L | 39-13237       | SERVICE CALL- TECH COME C     | 08/23/2019   | 1,228.00           | .00         |           |
| Total 611:  |                          |                |                               |              | 1,228.00           | .00         |           |
| 5926        | DASH MEDICAL GLOVES      | INV1172222     | EXAM GLOVES                   | 10/30/2019   | 133.80             | .00         |           |
| Total 5926: |                          |                |                               |              | 133.80             | .00         |           |
| 5320        | DEPARTMENT OF FAMILY SER | 101719         | REGISTRY CHECKS 6             | 10/17/2019   | 60.00              | .00         |           |
| Total 5320: |                          |                |                               |              | 60.00              | .00         |           |
| 6011        | DIMENSIONS CONSTRUCTION  | 225            | HANDYMAN SERVICE- LABOR       | 08/18/2019   | 225.00             | .00         |           |
| 6011        | DIMENSIONS CONSTRUCTION  | 231            | SHOWER DOOR REPLACEMEN        | 09/18/2019   | 1,310.00           | .00         |           |
| Total 6011: |                          |                |                               |              | 1,535.00           | .00         |           |
| 6549        | DR. DAVE MOBILE VET      | 102319         | EXAMS                         | 10/23/2019   | 205.00             | .00         |           |
| Total 6549: |                          |                |                               |              | 205.00             | .00         |           |
| 3408        | E R. OFFICE EXPRESS      | 13981          | PENS                          | 10/15/2019   | 312.90             | .00         |           |
| 3408        | E R. OFFICE EXPRESS      | 13986          | PAPER                         | 10/15/2019   | 47.00              | .00         |           |
| 3408        | E R. OFFICE EXPRESS      | 14019          | WRITING PADS                  | 10/17/2019   | 79.80              | .00         |           |
| 3408        | E R. OFFICE EXPRESS      | 14040          | X-LARGE CUSTOM STAMP          | 10/21/2019   | 56.35              | .00         |           |
| 3408        | E R. OFFICE EXPRESS      | 14058          | PAPER                         | 10/23/2019   | 79.99              | .00         |           |
| 3408        | E R. OFFICE EXPRESS      | 14096          | INK PAD                       | 10/28/2019   | 15.39              | .00         |           |
| Total 3408: |                          |                |                               |              | 591.43             | .00         |           |
| 6451        | ELITE PARTS              | S17488         | PO #: WW COLLECTION- HYD S    | 10/17/2019   | 597.76             | .00         |           |
| Total 6451: |                          |                |                               |              | 597.76             | .00         |           |
| 1134        | ENERGY LABORATORIES INC  | 271321         | INFLUENT, CELL 1, 3A, 3B2, 4D | 10/16/2019   | 302.00             | .00         |           |
| 1134        | ENERGY LABORATORIES INC  | 273477         | INFLUENT, EFFLUENT            | 10/25/2019   | 94.00              | .00         |           |
| Total 1134: |                          |                |                               |              | 396.00             | .00         |           |
| 6544        | FENNERN, ROBERT          | 102819         | DOT PHYSICAL REIMBURSEME      | 10/28/2019   | 100.00             | .00         |           |
| Total 6544: |                          |                |                               |              | 100.00             | .00         |           |
| 4294        | FIRE SERVICES OF IDAHO   | 50065P         | ANNUAL FIRE ALARM INSPECTI    | 09/19/2019   | 200.00             | .00         |           |

| Vendor      | Vendor Name               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| Total 4294: |                           |                |                            |              | 200.00             | .00         |            |
| 4709        | FLEETPRIDE                | 38006417       | MACHINE CHARGE, FRT, U-JOI | 10/18/2019   | 869.70             | .00         |            |
| Total 4709: |                           |                |                            |              | 869.70             | .00         |            |
| 668         | FREEDOM MAILING SERVICE I | 36984          | BUSINESS LICENSE           | 10/22/2019   | 923.90             | .00         |            |
| 668         | FREEDOM MAILING SERVICE I | 36984          | BUSINESS LICENSE-PLASTIC B | 10/22/2019   | 29.87              | .00         |            |
| 668         | FREEDOM MAILING SERVICE I | 36965          | CONTRACTOR LICENSES        | 10/22/2019   | 231.72             | .00         |            |
| Total 668   |                           |                |                            |              | 1,185.49           | .00         |            |
| 6550        | FRIESS, LYNNETTE          | 103119         | RETURN BOND 115 E SNOW KI  | 10/31/2019   | 6,600.00           | .00         |            |
| Total 6550: |                           |                |                            |              | 6,600.00           | .00         |            |
| 6452        | FROG CREEK PARTNERS, LLC  | 50             | MUNDUS BAG- ORIGINAL FILTE | 07/15/2019   | 825.00             | .00         |            |
| 6452        | FROG CREEK PARTNERS, LLC  | 56             | MUNDUS BAG- TRASH, DEBRIS  | 09/30/2019   | 800.00             | .00         |            |
| Total 6452: |                           |                |                            |              | 1,625.00           | .00         |            |
| 1022        | GALLS INC                 | 014027176      | PATROL UNIFORM             | 10/21/2019   | 514.25             | .00         |            |
| Total 1022: |                           |                |                            |              | 514.25             | .00         |            |
| 6126        | GARMIN USA                | DL13651114     | FLEX PLAN                  | 10/27/2019   | 64.95              | .00         |            |
| Total 6126: |                           |                |                            |              | 64.95              | .00         |            |
| 4212        | GILLIG LLC                | 40633925       | LH DRAGLINK TIEROD END     | 10/22/2019   | 160.86             | .00         |            |
| 4212        | GILLIG LLC                | 40633926       | LAMP ASM RH, HEADLIGHT HA  | 10/22/2019   | 107.73             | .00         |            |
| 4212        | GILLIG LLC                | 40634418       | LH DRAGLINK TIEROD END, RH | 10/23/2019   | 160.86             | .00         |            |
| Total 4212: |                           |                |                            |              | 429.45             | .00         |            |
| 1830        | GLOCK INC                 | TRP/10012954   | ARMORER'S COURSE           | 08/29/2019   | 250.00             | .00         |            |
| Total 1830: |                           |                |                            |              | 250.00             | .00         |            |
| 6481        | GOLDSTREET DESIGN AGENC   | 1944           | CREATE- TOILET TRASH DOOR  | 10/17/2019   | 512.13             | .00         |            |
| Total 6481: |                           |                |                            |              | 512.13             | .00         |            |
| 1609        | GRAINGER                  | 9267434877     | CAR WASH BRUSH, EXT HAND   | 08/19/2019   | 150.70             | 150.70      | 10/22/2019 |
| Total 1609: |                           |                |                            |              | 150.70             | 150.70      |            |
| 4705        | GYM OUTFITTERS INC        | WO-4899        | TREADMILL REPAIRS          | 10/19/2019   | 782.97             | .00         |            |
| Total 4705: |                           |                |                            |              | 782.97             | .00         |            |
| 5044        | H&R ENTERPRISES           | 469            | LANYARDS                   | 10/24/2019   | 321.75             | .00         |            |
| 5044        | H&R ENTERPRISES           | 472            | TOJ DECALS                 | 10/25/2019   | 153.27             | .00         |            |
| 5044        | H&R ENTERPRISES           | 472            | TOJ DECALS                 | 10/25/2019   | 153.28             | .00         |            |
| Total 5044: |                           |                |                            |              | 628.30             | .00         |            |

| Vendor      | Vendor Name              | Invoice Number | Description                       | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|--------------------------|----------------|-----------------------------------|--------------|--------------------|-------------|------------|
| 4988        | HD FOWLER COMPANY        | 15281778       | input incorrect amount on invoice | 09/18/2019   | 326.24             | 326.24      | 10/21/2019 |
| Total 4988: |                          |                |                                   |              | 326.24             | 326.24      |            |
| 96          | HIGH COUNTRY LINEN       | 0158905        | BUILDING MAINT @ TOJ HOME         | 10/14/2019   | 7.50               | .00         |            |
| 96          | HIGH COUNTRY LINEN       | 0159378        | MATS @ START                      | 10/16/2019   | 231.80             | .00         |            |
| 96          | HIGH COUNTRY LINEN       | 0160453        | MATS @ SHELTER                    | 10/23/2019   | 61.93              | .00         |            |
| 96          | HIGH COUNTRY LINEN       | 0161209        | BUILDING MAINT @ TOJ HOME         | 10/28/2019   | 7.50               | .00         |            |
| Total 96:   |                          |                |                                   |              | 308.73             | .00         |            |
| 3342        | HILTBRUNNER, ERIC        | 102919         | REIMBURSEMENT- SAFETY BOO         | 10/29/2019   | 100.00             | .00         |            |
| 3342        | HILTBRUNNER, ERIC        | 102919         | REIMBURSEMENT- DOT PHYSIC         | 10/29/2019   | 155.00             | .00         |            |
| Total 3342: |                          |                |                                   |              | 255.00             | .00         |            |
| 6455        | HIRST APPLGATE, LLP      | 164652         | LITIGATION TASTEBUDS              | 10/25/2019   | 10,173.79          | .00         |            |
| Total 6455: |                          |                |                                   |              | 10,173.79          | .00         |            |
| 503         | HUNT CONSTRUCTION INC    | 8951           | CRACK REPAIR @ DELONEY            | 10/21/2019   | 1,275.00           | .00         |            |
| Total 503:  |                          |                |                                   |              | 1,275.00           | .00         |            |
| 106         | INTERSTATE BATTERY       | 22245505       | (2) 8D-MHD, (2) MTP-65HD          | 10/28/2019   | 675.80             | .00         |            |
| 106         | INTERSTATE BATTERY       | 22245506       | (2) 8D-MHD                        | 10/28/2019   | 539.90             | .00         |            |
| Total 106:  |                          |                |                                   |              | 1,215.70           | .00         |            |
| 5098        | JACKSON ANIMAL HOSPITAL  | 101619         | ANIMAL CARE                       | 10/16/2019   | 1,816.47           | .00         |            |
| Total 5098: |                          |                |                                   |              | 1,816.47           | .00         |            |
| 258         | JACKSON HOLE COMMUNITY C | 103019         | 2ND QUARTER                       | 10/30/2019   | 25,000.00          | .00         |            |
| Total 258:  |                          |                |                                   |              | 25,000.00          | .00         |            |
| 6474        | JACKSON HOLE LAW, PC     | 103119         | OCTOBER LEGAL SERVICES            | 10/31/2019   | 1,505.65           | .00         |            |
| Total 6474: |                          |                |                                   |              | 1,505.65           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 263469         | AD#330905 WEB NEWSTRIP            | 06/30/2017   | 150.00             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 269093         | AD#337106 FALL BURN WEEK          | 10/11/2017   | 105.60             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 270868         | AD#339294 PW STREET OPERA         | 11/22/2017   | 364.80             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 270954         | AD#338980 START BUS THANK         | 11/22/2017   | 276.20             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 275257         | AD#343307 BIDS                    | 02/28/2019   | 71.50              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 283474         | AD#351093 START BUS               | 08/15/2018   | 148.24             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 284296         | AD#349806 FLAT CREEK FLOAT        | 08/31/2019   | 142.83             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 284297         | AD#351094 START BUS DAILY         | 08/31/2018   | 1,463.20           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 288650         | AD#356668 PW STREETS OPER         | 11/28/2018   | 364.80             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 289106         | LEGAL- BID 19-10 HALF TON 4       | 12/03/2018   | 65.20              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 290086         | AD#356679 START                   | 12/31/2018   | 682.92             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 291335         | AD#359178 HEALTH BOARD OP         | 01/31/2019   | 128.14             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 291868         | AD#359177 HEALTH BOARD            | 02/13/2019   | 222.36             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 292297         | AD#360472 START                   | 02/27/2019   | 537.60             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 292406         | AD#351093 START BUS               | 02/27/2019   | 108.24             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 292409         | AD#359866 HUMAN SERVICES          | 02/27/2019   | 173.24             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 293954         | AD#361706 POLICE OFFICER          | 04/03/2019   | 537.60             | .00         |            |

| Vendor      | Vendor Name              | Invoice Number | Description                   | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|--------------------------|----------------|-------------------------------|--------------|--------------------|-------------|------------|
| 131         | JACKSON HOLE NEWS & GUID | 294279         | AD#361961- WATER QUALITY 4/   | 04/10/2019   | 162.36             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 294766         | AD#362581 NO GREASE           | 04/21/2019   | 432.96             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 294766         | AD#362581 NO GREASE           | 04/21/2019   | 432.96             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 294957         | AD#361949 PARKING STUDY       | 04/30/2019   | 591.32             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 294959         | AD#362475 START BUS           | 04/30/2019   | 585.36             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296560         | AD#363125 HILLSIDE            | 05/31/2019   | 120.64             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296561         | AD#363280 START               | 05/31/2019   | 975.60             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296562         | AD#364568 START               | 05/31/2019   | 150.56             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296563         | AD#364692 START BUS           | 05/31/2019   | 200.64             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296564         | AD#362582 NO GREASE           | 05/31/2019   | 1,144.00           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296565         | AD#362475 START BUS           | 05/31/2019   | 195.12             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 296998         | AD#364411 WESTERN CHARAC      | 06/05/2019   | 497.96             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 297003         | AD#365199 START               | 06/05/2019   | 281.48             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 299199         | AD#367219- RFP: WASTEWATE     | 07/24/2019   | 166.44             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 303416         | AD#371499 ASSOCIATE ENGIN     | 10/16/2019   | 554.40             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 303650         | AD#371725 PARALEGAL           | 10/23/2019   | 554.40             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 303844         | AD#371552- BID 20-07- ALL ELE | 10/23/2019   | 66.80              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID | 303855         | AD#370841 JH WOMAN PD         | 10/23/2019   | 222.00             | .00         |            |
| Total 131:  |                          |                |                               |              | 12,877.47          | .00         |            |
| 6545        | JACKSON HOLE PUBLIC ART  | 091819         | OVERPAID FOR CONES            | 09/18/2019   | 450.00             | .00         |            |
| Total 6545: |                          |                |                               |              | 450.00             | .00         |            |
| 114         | JACKSON LUMBER INC       | 00496159-001   | 14x2 CLASSIC BRN COLOR SC     | 10/08/2019   | 23.97              | .00         |            |
| 114         | JACKSON LUMBER INC       | 00499264-001   | MILW 1/2" MAGNUM DRILL HOL    | 10/16/2019   | 174.00             | .00         |            |
| 114         | JACKSON LUMBER INC       | 00502383-001   | CDX EXT PLYWOOD               | 10/25/2019   | 79.30              | .00         |            |
| Total 114:  |                          |                |                               |              | 277.27             | .00         |            |
| 121         | J-B MECHANICAL           | 0061622        | 3/8X48" GAS FLEX CONNECTO     | 07/19/2019   | 18.82              | .00         |            |
| Total 121:  |                          |                |                               |              | 18.82              | .00         |            |
| 3661        | JOHNSON, ROBERTS & ASSOC | 141054         | PHQ REPORT                    | 10/21/2019   | 20.00              | .00         |            |
| Total 3661: |                          |                |                               |              | 20.00              | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC | 43380          | PROJ: 08013 JACKSON HOLE AI   | 10/07/2019   | 1,813.62           | 1,813.62    | 10/28/2019 |
| 139         | JORGENSEN ASSOCIATES, PC | 43395          | PROJ: 18047- TOWN OF JACKS    | 10/08/2019   | 1,582.50           | 1,582.50    | 10/28/2019 |
| 139         | JORGENSEN ASSOCIATES, PC | 43395          | PROJ: 18047- TOWN OF JACKS    | 10/08/2019   | 4,433.84           | 4,433.84    | 10/28/2019 |
| Total 139:  |                          |                |                               |              | 7,829.96           | 7,829.96    |            |
| 5473        | KELLERSTRASS ENTERPRISES | D15966         | MIDGRADE 87- E-10, DF#1 DYE   | 10/23/2019   | 26,468.51          | .00         |            |
| 5473        | KELLERSTRASS ENTERPRISES | D15966CR       | CREDIT: MIDGRADE 87-E, DF#1   | 10/23/2019   | 26,468.51          | .00         |            |
| 5473        | KELLERSTRASS ENTERPRISES | D15966R8       | MIDGRADE 87 E-10, DF #2 DYE   | 10/23/2019   | 24,980.51          | .00         |            |
| Total 5473: |                          |                |                               |              | 24,980.51          | .00         |            |
| 5843        | Kelsey, Shane            | 103119         | RELEASE BOND B19-0711         | 10/31/2019   | 2,000.00           | .00         |            |
| Total 5843: |                          |                |                               |              | 2,000.00           | .00         |            |
| 2859        | LEADERSHIP JACKSON HOLE  | 100            | 1ST QUARTER                   | 10/17/2019   | 1,500.00           | .00         |            |

| Vendor      | Vendor Name                 | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|-----------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| Total 2859: |                             |                |                              |              | 1,500.00           | .00         |            |
| 5691        | LEPCO                       | 32075          | SERVICE CALL @ START BUS:    | 06/13/2019   | 4,049.43           | .00         |            |
| Total 5691: |                             |                |                              |              | 4,049.43           | .00         |            |
| 6527        | LEXBE INC.                  | 13769R         | PROFESSIONAL SERVICES        | 09/30/2019   | 90.00              | .00         |            |
| Total 6527: |                             |                |                              |              | 90.00              | .00         |            |
| 4380        | LONG BUILDING TECHNOLOGI    | SRVCE010145    | FRONT ENTRY SERVICE CALL     | 09/23/2019   | 1,971.89           | 1,971.89    | 10/22/2019 |
| 4380        | LONG BUILDING TECHNOLOGI    | SRVCE010177    | T20 MULTI TCH TERMINAL       | 09/30/2019   | 711.26             | 711.26      | 10/22/2019 |
| 4380        | LONG BUILDING TECHNOLOGI    | SRVCE010177    | T20 MULTI TCH TERMINAL       | 09/30/2019   | 1,344.00           | 1,344.00    | 10/22/2019 |
| Total 4380: |                             |                |                              |              | 4,027.15           | 4,027.15    |            |
| 6547        | MACKAY, BENJAMIN            | 103019         | BAIL BOND REFUND             | 10/30/2019   | 1,240.00           | .00         |            |
| Total 6547: |                             |                |                              |              | 1,240.00           | .00         |            |
| 677         | MACY'S SERVICES             | 31343          | SERVICE CALL @ REDEEMER L    | 10/18/2019   | 154.59             | .00         |            |
| Total 677:  |                             |                |                              |              | 154.59             | .00         |            |
| 6548        | MARTINEZ, MAGDALENO         | 103019         | BAIL REFUND                  | 10/30/2019   | 800.00             | .00         |            |
| Total 6548: |                             |                |                              |              | 800.00             | .00         |            |
| 3841        | MIKE'S OILFIELD SERVICES IN | 28001          | HYDROVAC TRUCK AND JETTE     | 10/17/2019   | 4,834.00           | .00         |            |
| Total 3841: |                             |                |                              |              | 4,834.00           | .00         |            |
| 6546        | MORRIS, BRIAN               | 102119         | BOOTS                        | 10/21/2019   | 77.94              | .00         |            |
| Total 6546: |                             |                |                              |              | 77.94              | .00         |            |
| 4623        | MSC INDUSTRIAL SUPPLY CO    | 3335069001     | SORBENT UNIVERSAL PAD, BO    | 10/03/2019   | 265.28             | .00         |            |
| Total 4623: |                             |                |                              |              | 265.28             | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 882481         | NAPAGOLD OIL FILTER, NAPAG   | 10/16/2019   | 348.59             | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 882656         | LAMP                         | 10/17/2019   | 12.40              | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 883196         | WIPER BLADE- ICE             | 10/21/2019   | 34.98              | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 883535         | GW 20PC RAT SAE MET          | 10/22/2019   | 59.99              | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 883626         | BRAKE PADS FRONT             | 10/22/2019   | 166.25             | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 883659         | CREDIT: BRK/PAD              | 10/22/2019   | 92.09              | .00         |            |
| 257         | NAPA AUTO PARTS INC.        | 883763         | IMPACT SOCKET                | 10/23/2019   | 13.88              | .00         |            |
| Total 257:  |                             |                |                              |              | 544.00             | .00         |            |
| 187         | NELSON ENGINEERING          | 50897          | PROJ. 17-142-04 ASPEN HILL C | 10/25/2019   | 350.00             | .00         |            |
| 187         | NELSON ENGINEERING          | 50964          | PROJ. 14-175-03 WEST BROAD   | 10/25/2019   | 650.00             | .00         |            |
| 187         | NELSON ENGINEERING          | 50967          | PROJ. 18-305-02 020- JACKSON | 10/25/2019   | 2,082.50           | .00         |            |
| 187         | NELSON ENGINEERING          | 50977          | PROJ 19-146-01 ESPSTIEN      | 10/25/2019   | 351.50             | .00         |            |
| Total 187:  |                             |                |                              |              | 3,414.00           | .00         |            |



| Vendor      | Vendor Name                | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| 6543        | NORTH FACE ROOFING, INC    | 1              | JOB: PUBLIC WORKS ROOF MA   | 10/19/2019   | 31,900.00          | .00         |            |
| Total 6543: |                            |                |                             |              | 31,900.00          | .00         |            |
| 226         | O'RYAN CLEANERS            | 093019         | DRY CLEANING                | 09/30/2019   | 217.15             | .00         |            |
| Total 226:  |                            |                |                             |              | 217.15             | .00         |            |
| 5026        | PELLETIER, CARL            | 102119         | SUPPLIES FOR SPET           | 10/21/2019   | 109.32             | .00         |            |
| 5026        | PELLETIER, CARL            | 102119         | SUPPLIES FOR DIRECTOR BRE   | 10/21/2019   | 146.78             | .00         |            |
| Total 5026: |                            |                |                             |              | 256.10             | .00         |            |
| 4550        | PORTER'S OFFICE PRODUCTS   | 741565-0       | LEGAL POCKET FOLDERS        | 10/24/2019   | 80.73              | .00         |            |
| 4550        | PORTER'S OFFICE PRODUCTS   | 741565-1       | LEGAL POCKET FOLDERS        | 10/25/2019   | 40.11              | .00         |            |
| 4550        | PORTER'S OFFICE PRODUCTS   | 741567-0       | LEGAL POCKET FOLDERS        | 10/28/2019   | 80.22              | .00         |            |
| Total 4550: |                            |                |                             |              | 201.06             | .00         |            |
| 6068        | POWER ENGINEERING CO, INC  | 0221056-IN     | COOLING TRTMENT, MBC 620    | 10/09/2019   | 2,356.25           | .00         |            |
| Total 6068: |                            |                |                             |              | 2,356.25           | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775112302      | PLAIN HOSE                  | 08/21/2019   | 78.04              | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775127578      | SENSOR                      | 10/11/2019   | 16.26              | .00         |            |
| Total 6483: |                            |                |                             |              | 94.30              | .00         |            |
| 4922        | PREMIER VEHICLE INSTALLATI | 26924          | SETINA SEATBELL RETRACTO    | 05/09/2018   | 87.20              | .00         |            |
| 4922        | PREMIER VEHICLE INSTALLATI | 30770          | MAGNETIC MIC CLIP- SINGLE P | 08/08/2019   | 220.90             | .00         |            |
| 4922        | PREMIER VEHICLE INSTALLATI | 30770          | MAGNETIC MIC CLIP- SINGLE P | 08/08/2019   | 220.90             | .00         |            |
| Total 4922: |                            |                |                             |              | 529.00             | .00         |            |
| 532         | QUICK BROWN FOX LLC        | 3687           | COMMUTER PASSES             | 10/25/2019   | 770.00             | .00         |            |
| Total 532:  |                            |                |                             |              | 770.00             | .00         |            |
| 6542        | RAUN, MICHAEL              | 102319         | BAIL BOND REFUD CASE 19-08- | 10/23/2019   | 1,240.00           | 1,240.00    | 10/23/2019 |
| Total 6542: |                            |                |                             |              | 1,240.00           | 1,240.00    |            |
| 4869        | RIDGELINE EXCAVATION INC   | 102819         | RELEASE BOND B19-0676       | 10/29/2019   | 6,000.00           | .00         |            |
| 4869        | RIDGELINE EXCAVATION INC   | 102819         | RELEASE BOND B19-0553       | 10/29/2019   | 4,000.00           | .00         |            |
| Total 4869: |                            |                |                             |              | 10,000.00          | .00         |            |
| 519         | RIPLEY'S VACUUM CENTER IN  | 75729502       | 40' 2 WIRE CORD             | 10/10/2019   | 349.90             | .00         |            |
| 519         | RIPLEY'S VACUUM CENTER IN  | 75729621       | RICCAR BAGS TYPE A          | 10/10/2019   | 24.95              | .00         |            |
| Total 519:  |                            |                |                             |              | 374.85             | .00         |            |
| 5280        | ROUTEMATCH SOFTWARE, INC   | 35759          | ANNUAL TECH SUPPORT         | 02/01/2019   | 2,244.00           | .00         |            |
| 5280        | ROUTEMATCH SOFTWARE, INC   | 38044          | ANNUAL HOSTING              | 12/01/2018   | 3,213.60           | .00         |            |
| 5280        | ROUTEMATCH SOFTWARE, INC   | 38395          | ANNUAL TECH SUPPORT         | 01/01/2019   | 2,450.67           | .00         |            |
| 5280        | ROUTEMATCH SOFTWARE, INC   | 39367          | ANNUAL TECH SUPPORT         | 04/01/2019   | 20,410.50          | .00         |            |

| Vendor      | Vendor Name                | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------------------|----------------|----------------------------|--------------|--------------------|-------------|-----------|
| Total 5280: |                            |                |                            |              | 28,318.77          | .00         |           |
| 5812        | RUI INC. DBA VILLAGE GARDN | 1316896        | REGULAR MOWING, TRIMMING   | 06/30/2019   | 466.00             | .00         |           |
| Total 5812: |                            |                |                            |              | 466.00             | .00         |           |
| 6424        | SCHECHTER, JONATHAN        | 103019         | TRAVEL EXPENSES            | 10/30/2019   | 48.70              | .00         |           |
| Total 6424: |                            |                |                            |              | 48.70              | .00         |           |
| 4359        | SHERWIN-WILLIAMS CO        | 1504-8         | STFS 5128 CR ZM RD, XYLENE | 08/21/2019   | 240.06             | .00         |           |
| 4359        | SHERWIN-WILLIAMS CO        | 1585-7         | STFS 5126 CR ZM WHT        | 08/22/2019   | 190.80             | .00         |           |
| Total 4359: |                            |                |                            |              | 430.86             | .00         |           |
| 236         | SMITH POWER PRODUCTS, INC  | 3090224        | OUT AND IN BOUND FRT, MD S | 08/02/2019   | 2,456.88           | .00         |           |
| 236         | SMITH POWER PRODUCTS, INC  | 3090420        | OUT GOING FRT, GASKET-CHA  | 08/05/2019   | 44.45              | .00         |           |
| Total 236:  |                            |                |                            |              | 2,501.33           | .00         |           |
| 5632        | SNAKE RIVER MEP COMPLETE,  | 3973           | START BUS FIRE RISER ROOM  | 10/17/2019   | 445.75             | .00         |           |
| 5632        | SNAKE RIVER MEP COMPLETE,  | 3988           | DUCT & AIRLINE @ START BUS | 10/17/2019   | 1,055.50           | .00         |           |
| 5632        | SNAKE RIVER MEP COMPLETE,  | 3992           | SKEC- BUILDING/HEATER REP  | 10/17/2019   | 9,926.25           | .00         |           |
| 5632        | SNAKE RIVER MEP COMPLETE,  | 3994           | TROUBLE SHOOT/REPAIR STR   | 10/17/2019   | 910.00             | .00         |           |
| 5632        | SNAKE RIVER MEP COMPLETE,  | 4039           | TOJ OFFICE SERVICE         | 10/23/2019   | 2,330.75           | .00         |           |
| Total 5632: |                            |                |                            |              | 14,668.25          | .00         |           |
| 4699        | SNAKE RIVER ROASTING       | 621810         | COFFEE MAIN PW SHOP- TWO   | 10/15/2019   | 96.90              | .00         |           |
| 4699        | SNAKE RIVER ROASTING       | 621814         | COFFEE                     | 10/18/2019   | 48.45              | .00         |           |
| 4699        | SNAKE RIVER ROASTING       | 621975         | COFFEE                     | 10/23/2019   | 48.45              | .00         |           |
| 4699        | SNAKE RIVER ROASTING       | 622027         | COFFEE                     | 10/28/2019   | 48.45              | .00         |           |
| 4699        | SNAKE RIVER ROASTING       | 622030         | COFFEE                     | 10/28/2019   | 48.45              | .00         |           |
| Total 4699: |                            |                |                            |              | 290.70             | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624970628      | ANIMAL CARE                | 09/17/2019   | 15.00              | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624971408      | ANIMAL CARE                | 10/01/2019   | 57.53              | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624971894      | ANIMAL CARE                | 10/09/2019   | 40.40              | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624972376      | ANIMAL CARE                | 10/17/2019   | 512.42             | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624972517      | ANIMAL CARE                | 10/19/2019   | 189.71             | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624972601      | ANIMAL CARE                | 10/22/2019   | 39.88              | .00         |           |
| 1505        | SPRING CREEK ANIMAL HOSPI  | 624973006      | ANIMAL CARE                | 10/29/2019   | 39.88              | .00         |           |
| Total 1505: |                            |                |                            |              | 894.82             | .00         |           |
| 4513        | STANARD & ASSOCIATES, INC  | SA000042276    | TESTING FORMS              | 10/30/2019   | 97.50              | .00         |           |
| Total 4513: |                            |                |                            |              | 97.50              | .00         |           |
| 5260        | STEPHENS, SHAWN            | 102119         | DUTY BOOTS                 | 10/21/2019   | 100.00             | .00         |           |
| Total 5260: |                            |                |                            |              | 100.00             | .00         |           |
| 1443        | TETON COUNTY CLERK         | 103019         | NOVEMBER PARK AND REC      | 10/30/2019   | 133,068.50         | .00         |           |
| 1443        | TETON COUNTY CLERK         | 103119         | NOVEMBER HOUSING           | 10/31/2019   | 21,527.00          | .00         |           |

| Vendor      | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 1443: |                           |                |                             |              | 154,595.50         | .00         |            |
| 996         | TETON COUNTY SPECIAL FIRE | 102519         | OCTOBER CAPITAL             | 10/25/2019   | 2,798.30           | .00         |            |
| 996         | TETON COUNTY SPECIAL FIRE | 103119         | NOVEMBER 2019 FIRE/EMS      | 10/31/2019   | 128,274.00         | .00         |            |
| Total 996:  |                           |                |                             |              | 131,072.30         | .00         |            |
| 1355        | TETON COUNTY TRANSFER ST  | 432971         | incorrect amount on invoice | 09/26/2019   | 141.00             | 141.00      | 10/21/2019 |
| 1355        | TETON COUNTY TRANSFER ST  | 436704         | DIM/LUMBER                  | 10/18/2019   | 232.00             | .00         |            |
| Total 1355: |                           |                |                             |              | 373.00             | 141.00      |            |
| 614         | TETON COUNTY TREASURER    | J-007164 0919  | 65 VIRGINIAN LANE UNIT 65-5 | 09/25/2019   | 1,990.44           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000287 091  | 410 SCOTT LANE              | 09/25/2019   | 4,411.42           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000327 091  | 145 W HANSEN                | 09/25/2019   | 1,013.59           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000327 091  | 145 W HANSEN                | 09/25/2019   | 1,013.59           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000327 091  | 145 W HANSEN                | 09/25/2019   | 1,013.60           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000327 091  | 145 W HANSEN                | 09/25/2019   | 1,013.59           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000665 091  | 940 SIMON LANE              | 09/25/2019   | 3,042.40           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-000955 091  | 955 MAPLE WAY               | 09/25/2019   | 2,993.85           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-001154 091  | 455 VINE STREET             | 09/25/2019   | 1,330.85           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-001154 091  | 455 VINE STREET             | 09/25/2019   | 1,330.85           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-001154 091  | 455 VINE STREET             | 09/25/2019   | 1,330.87           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-001154 091  | 455 VINE STREET             | 09/25/2019   | 1,330.85           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-001257 091  | 915 E SIMPSON               | 09/25/2019   | 3,290.30           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-001631 091  | 930 SIMON LANE              | 09/25/2019   | 2,856.12           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-005483 091  | 675 EAST HANSEN AVENUE      | 09/25/2019   | 8,875.83           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-005484 091  | 685 E HANSEN                | 09/25/2019   | 7,776.52           | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-006074 091  | 155 E PEARL                 | 09/25/2019   | 26,120.35          | .00         |            |
| 614         | TETON COUNTY TREASURER    | OJ-007165 091  | 65 VIRGINIAN LANE UNIT 65-7 | 09/25/2019   | 1,990.44           | .00         |            |
| Total 614:  |                           |                |                             |              | 72,725.46          | .00         |            |
| 1614        | TETON COUNTY-FUND 10      | 102519         | OCT 2019 DISPATCH           | 10/25/2019   | 16,676.09          | .00         |            |
| 1614        | TETON COUNTY-FUND 10      | 102819         | OCT 2019 KRISTI MALONE      | 10/28/2019   | 3,802.98           | .00         |            |
| 1614        | TETON COUNTY-FUND 10      | 102919         | OCT PATHWAYS                | 10/29/2019   | 5,425.72           | .00         |            |
| Total 1614: |                           |                |                             |              | 25,904.79          | .00         |            |
| 166         | TETON COUNTY-FUND 19      | 102919         | OCTOBER CAPTIAL             | 10/29/2019   | 309,678.79         | .00         |            |
| Total 166:  |                           |                |                             |              | 309,678.79         | .00         |            |
| 392         | TETON LITERACY CENTER     | 103019         | CONTRACT                    | 10/31/2019   | 5,700.00           | .00         |            |
| Total 392:  |                           |                |                             |              | 5,700.00           | .00         |            |
| 268         | TETON MOTORS INC          | 5092093        | GEAR ASY-CYL                | 09/18/2019   | 1,577.18           | .00         |            |
| 268         | TETON MOTORS INC          | 6142803        | 4 WHEEL ALIGNMENT           | 10/02/2019   | 129.95             | .00         |            |
| 268         | TETON MOTORS INC          | 6143094        | INSTALL HUB, LABOR          | 10/15/2019   | 387.16             | .00         |            |
| Total 268:  |                           |                |                             |              | 2,094.29           | .00         |            |
| 5846        | TETON TOOLS LLC           | 09171919780    | 1 1/2IN DR 12 PT IMPACT     | 09/17/2019   | 184.00             | 184.00      | 10/22/2019 |
| 5846        | TETON TOOLS LLC           | 09241919939    | SNAP RING                   | 09/24/2019   | 37.95              | 37.95       | 10/22/2019 |
| 5846        | TETON TOOLS LLC           | 10221920478    | 19.4 SOLUS EDGE LOY SCAN    | 10/22/2019   | 549.01             | .00         |            |
| 5846        | TETON TOOLS LLC           | 10221920481    | 3PC NON/MAR MICRO PRYBAR    | 10/22/2019   | 48.30              | .00         |            |

| Vendor      | Vendor Name                | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| Total 5846: |                            |                |                              |              | 819.26             | 221.95      |            |
| 3237        | THE AFTERMARKET PARTS CO   | 81889906       | COOLANT PUMP, FRT            | 10/14/2019   | 731.11             | .00         |            |
| 3237        | THE AFTERMARKET PARTS CO   | 81891403       | PUMP COOLANT, BOOST B        | 10/15/2019   | 905.35             | .00         |            |
| Total 3237: |                            |                |                              |              | 1,636.46           | .00         |            |
| 4144        | THE DEVELOPMENT COMPANY    | 30660          | SERVICE CALL COMMERCIAL-     | 10/09/2019   | 225.00             | .00         |            |
| Total 4144: |                            |                |                              |              | 225.00             | .00         |            |
| 3955        | THOMSON WEST               | 841044880-1    | INFORMATION CHARGES          | 10/01/2019   | 287.50             | .00         |            |
| 3955        | THOMSON WEST               | 841044880-1    | INFORMATION CHARGES          | 10/01/2019   | 287.50             | .00         |            |
| Total 3955: |                            |                |                              |              | 575.00             | .00         |            |
| 6199        | UHL, ANGIE                 | 103019         | REIMBURSE FOR VOLUNTEER      | 10/30/2019   | 27.96              | .00         |            |
| Total 6199: |                            |                |                              |              | 27.96              | .00         |            |
| 777         | UPPER CASE PRINTING INK    | 15075          | PLASTIC BAG FLYER            | 10/22/2019   | 99.11              | .00         |            |
| Total 777:  |                            |                |                              |              | 99.11              | .00         |            |
| 3527        | UPS                        | 0000129VW44    | SHIPPING CHARGE-POLICE       | 10/12/2019   | 19.42              | .00         |            |
| Total 3527: |                            |                |                              |              | 19.42              | .00         |            |
| 1949        | VERIZON WIRELESS           | 9839242121     | MONTHLY SERVICES             | 09/30/2019   | 15,545.43          | 15,545.43   | 10/22/2019 |
| Total 1949: |                            |                |                              |              | 15,545.43          | 15,545.43   |            |
| 5022        | VISION SERVICE PLAN - (WY) | 101719         | NOVEMBER PREMIUM             | 10/17/2019   | 1,749.68           | 1,749.68    | 10/18/2019 |
| Total 5022: |                            |                |                              |              | 1,749.68           | 1,749.68    |            |
| 2247        | WATKINS, MARK              | 101719         | TRAVEL EXPENSES              | 10/17/2019   | 75.40              | .00         |            |
| Total 2247: |                            |                |                              |              | 75.40              | .00         |            |
| 6226        | WEST COAST CODE CONSULT    | UT19-579-004   | PLAN REVIEWS                 | 05/10/2019   | 1,900.00           | .00         |            |
| Total 6226: |                            |                |                              |              | 1,900.00           | .00         |            |
| 6044        | WESTERN MUNICIPAL CONST    | 19-21 APP#3    | PROJ 19-21 CACHE CREEK TU    | 10/08/2019   | 151,436.11         | 151,436.11  | 10/28/2019 |
| Total 6044: |                            |                |                              |              | 151,436.11         | 151,436.11  |            |
| 1640        | WESTERN STATE              | IN001119532    | CANNISTER K, KIT REPAIR      | 10/15/2019   | 638.12             | .00         |            |
| 1640        | WESTERN STATE              | IN001119533    | ELEMENT PRI, AS, FILTER AS-L | 10/15/2019   | 538.04             | .00         |            |
| 1640        | WESTERN STATE              | IN001128816    | COUPLING QDI                 | 10/24/2019   | 1,087.43           | .00         |            |
| 1640        | WESTERN STATE              | IN001128824    | COUPLING QDI                 | 10/24/2019   | 348.50             | .00         |            |
| 1640        | WESTERN STATE              | IN001128832    | LAMP GP- REPLACE             | 10/24/2019   | 67.71              | .00         |            |
| 1640        | WESTERN STATE              | IN001129379    | TWO-CUT OFF & WELD ON QUI    | 10/24/2019   | 6,767.24           | .00         |            |
| Total 1640: |                            |                |                              |              | 9,447.04           | .00         |            |

| Vendor        | Vendor Name                | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------|----------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 472           | WHITE GLOVE CLEANING, INC. | 111314A        | MOVE OUT CLEAN @ 174 KING  | 09/25/2019   | 327.38             | .00         |            |
| 472           | WHITE GLOVE CLEANING, INC. | 111356A        | 174 north king             | 10/22/2019   | 218.25             | .00         |            |
| Total 472:    |                            |                |                            |              | 545.63             | .00         |            |
| 5489          | WRENCH IT PLUMBING & HEAT  | 6215           | REPLACE HOSE BIB @ PUBLIC  | 10/23/2019   | 114.88             | .00         |            |
| 5489          | WRENCH IT PLUMBING & HEAT  | 6216           | REPAIR TOILET IN WOMAN'S R | 10/23/2019   | 86.07              | .00         |            |
| Total 5489:   |                            |                |                            |              | 200.93             | .00         |            |
| 3619          | WY CHILD SUPPORT ENFORCE   | 102419         | case #209790 GALLEGHER     | 10/24/2019   | 146.76             | 146.76      | 10/24/2019 |
| Total 3619:   |                            |                |                            |              | 146.76             | 146.76      |            |
| 504           | WYDOT                      | 103019         | TRANSFER - CITY 504        | 10/30/2019   | 2.00               | .00         |            |
| Total 504:    |                            |                |                            |              | 2.00               | .00         |            |
| 1334          | WYTRANS                    | 1516           | MEMBERSHIP DUES            | 10/09/2019   | 480.00             | .00         |            |
| Total 1334:   |                            |                |                            |              | 480.00             | .00         |            |
| Grand Totals: |                            |                |                            |              | 1,201,011.98       | 185,038.00  |            |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** October 29, 2019  
**MEETING DATE:** November 4, 2019

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

**SUBJECT:** Special Event – Art Fair 2020

#### STATEMENT/PURPOSE

The Mayor and Town Council approve or deny all special event applications requesting the use of public property, temporary reserved parking, temporary road closures, the issuance of sign permits requiring exemption from Town ordinances, and the services of Town personnel on behalf of the Town of Jackson.

#### BACKGROUND/ALTERNATIVES

The Art Association of Jackson Hole, requests permission to host the annual Art Fairs in Jackson Hole in the Snow King Ball Field on July 10, 11, and 12 and on August 7, 8, and 9 from 9:00 a.m. to 6:00 p.m. on Fridays and Saturdays and from 9:00 a.m. to 4:00 p.m. on Sundays. The event will include musical entertainment and food service to the public. The applicant will obtain a catering permit for the sale of beer and a limited selection of wine during the event. The anticipated attendance is 6,000 people at each fair.

Significant change for 2020: For the past several years the JH Art Association Art Fairs have been held in Miller Park. This year the Art Association is seeking approval of the use of Snow King Ball Field for their event. Over the past several years there have been a variety of challenges with hosting the event at Miller Park. We have heard feedback from local residents, businesses and organizations surrounding the park indicating there have been frustrations with parking, traffic, street closures, etc. There have also been challenges faced by the event organizers with access to electricity, placement of port-o-potties, placement of food vendors, fire egress options to name a few. With this in mind, the Art Association would like to utilize the Snow King Ball Fields for this event.

Per the attached application and event plan, the applicant has requested the use of Snow King Ball Field along with the following:

- Closure of the Snow King Ball Field parking lot at 9:00 a.m. the Thursday prior to each fair through 10:00 a.m. the Monday after each fair for vendor set up/tear down. The parking lot will remain closed throughout the Art Fairs and used for refrigeration trailers, food vendor trucks, port-o-potties, etc.
- The posting of temporary “No Parking” signs along the south side of Snow King Avenue (between Cache and King Street) and along the east side of Cache Street (between Snow King and Pine Drive) for the Thursday prior to the events for artist set-up. Please note that the Police Department is requesting that the applicant be responsible for producing, posting and removing the no parking signs and that the applicant meet with the Police Department two weeks prior to the event to discuss the signs and posting of the signs.
- Permission from Town Council for amplified noise generated by the event including live and recorded music.
- The services of Parks and Recreation Department personnel as outlined in the application and event plan including mowing the park prior to the event, irrigation locates, and turning off the irrigation.

- Permission to display temporary banners. A temporary sign permit request will be submitted at a later date. The sign permit application will include 3 in-town banners and six-foot tall feather banners (to be displayed at the corners of the Snow King Ball Fields to be displayed during only on the dates of the fairs). The request will also include displaying temporary signs on the tennis court fencing at Miller Park indicating a change of venue location.
- An exposition business license from Town staff for each day of the event. The applicant has demonstrated proof of being a nonprofit organization.
- Permission for a catering permit for sale of alcoholic beverages (application to be submitted)
- Permission for access to electricity at the park and irrigation locates
- Permission to use Town barricades and road signs. Please note that the Public Works Department is requesting that the applicant be responsible for coordinating the pick-up and drop off of all Town barricades and road signs at least one week prior to the event to discuss the deposit associated with this equipment. The applicant will be responsible for setting up and taking down the barricades and road signs
- Permission for overnight camping at the Fairgrounds during the 2020 Art Association Arts Fair weekends. This event will have two separate dates. The first request for camping begins on Wednesday, July 8, 2020 and runs to Sunday, July 12, 2020. The second request begins on Wednesday, August 5, 2020 and runs to Sunday, August 9, 2020. Participants and family members will be camping in RV/living quarter type trailers. 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.
- Permission to store artist at trailers the Fairgrounds parking lot during the 2020 Art Association Arts Fair weekends. The first request for trailer storage begins on Wednesday, July 8, 2020 and runs to Monday, July 13, 2020. The second request begins on Wednesday, August 5, 2020 and runs to Monday, August 10, 2020.

In the past, the event has generated additional impact on the Miller Park restrooms. As such the Park Manager may determine that additional cleanings at the Snow King Ball Field restrooms are needed.

This event has been distributed to all of the departments for review. Following the Art Fairs from last year staff recommends the following items be addressed for the 2020 Art Fairs:

1. Continued attention to trash management within Snow King Ball Field and Phil Baux Park. All trash generated by the events must be removed by the applicant. In addition, continued attention to micro trash clean-up would be requested for 2020. Staff asks that the applicant work closely with Parks and Recreation in regards to trash management and pick up.

### COMPREHENSIVE PLAN ALIGNMENT

This marks the 54th year that the Art Fair Jackson Hole will host this special event. 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

Direct income: Exposition Business License (\$1,200) and income from Parks & Recreation department fees. Costs to the Town include the services of on duty Public Works personnel to prepare barricades for pick up and check them in upon return. Costs incurred to Parks & Rec include six extra restroom cleanings for this event

(\$120), post event turf aeration (\$170), additional light turf fertilization (\$100), irrigation locates (\$40) for a total of total \$430.

### STAFF IMPACT

Staff impact includes the following services: Public Works employees to check out and check in barricades and Parks and Recreation Department personnel to mark out sprinkler lines and prepare the park.

### LEGAL REVIEW

N/A

### ATTACHMENTS

Special Event application. Sign permit. Event map.

### RECOMMENDATION

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

1. The applicant shall clean up in a timely fashion after the event. Trash and recycling containers shall be supplied and maintained as stated in the applicant's event plan. Trash containers shall not be permitted to overflow and shall remain on paved areas at all times.
2. The applicant shall coordinate the removal of all trash and recycled material during and after the event.
3. The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.
4. The applicant shall coordinate all set up, tear down and utility usage with the Parks and Recreation Department Park Superintendent at least five (5) business days prior to the set-up of each fair.
5. Food service shall be coordinated with and approved by Teton County Environmental Health.
6. All temporary signs shall be installed no sooner than one week prior to each event and shall be removed on the Monday following each event. The applicant shall obtain prior permission from all private property owners, and no signs shall be erected in any public right-of-way. Any and all signs placed on public property shall not be located on sidewalks blocking pedestrian travel, and placement of signage shall be subject to JPD regulations and enforcement.
7. Port-a-potties shall be supplied as stated in the applicant's event plan and kept on paved areas at all times, and shall be removed the Monday morning immediately following each fair. Port-a-potties shall not be placed in a manner that limits access to fire hydrants.
8. The applicant shall use all means necessary not to damage the turf on the Snow King Ball Field including prohibiting all vehicles and trailers from touching any grass/turf area of the park.
9. The applicant shall inform all vendors and patrons that there are **no dogs allowed on the Snow King Ball Field**.
10. The applicant shall take measures to prevent theft from occurring at the site during overnight hours. In addition, the applicant shall provide to the Police Department a responsible party name and phone number for each booth for use in an emergency.
11. The applicant shall provide at least four handicapped parking spaces near the front of the event area.
12. The applicant shall take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and overly intoxicated persons, and the prohibition of consumption off of the authorized premises.
13. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
14. Alcoholic beverages shall be served in 16oz or smaller plastic cups. No alcohol shall be served in bottles or glass containers.
15. All walkways, entrances and ADA ramps must be kept open at all times.
16. The applicant shall ensure that START bus stops on Snow King Avenue are accessible.
17. A sales tax permit must be obtained from the Wyoming Department of Revenue. A vendor list with tax ID numbers must be submitted to both the Wyoming Department of Revenue and the Town of



Jackson at least two weeks prior to the event to obtain a sales tax permit. Please contact the Wyoming Department of Revenue at (307) 734-9354 or [brian.way@wyo.gov](mailto:brian.way@wyo.gov) with any questions.

18. 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 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.
19. 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.
20. 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.
21. 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).
22. 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).
23. 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)
24. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
25. Any temporary tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
26. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
27. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
28. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
29. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
30. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
31. 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).
32. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
33. 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).
34. 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.
35. All barricades, cones, and any road closure signs must be removed immediately following the event.
36. Use of any Town barricades, cones, or road signs will be coordinated with the Public Works Department and the event organizer will be responsible for picking up and returning any barricade,

cone or road sign. A damage deposit must be submitted for any barricade or cones to protect against any loss or damage.

37. The applicant shall be responsible for setting up and removing any barricades and road signs in a timely fashion according to approved road closure plan.
38. 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 parking around Snow King shall be available to the public during the event. The applicant should also meet with the Police Department two weeks prior to the event to discuss the signs and posting of the signs.
39. If camping and storage of trailers is permitted at the Fairgrounds parking lot, then the applicant shall:
  - a. coordinate activities with the Teton County Fair Board;
  - b. utilize the northwest end of the Fairgrounds;
  - c. all campers and individuals storing trailers at the Fairgrounds must check in at the Fair Office;
  - d. insure that there shall be no campfires or open fires;
  - e. insure that there shall be open access to tennis and field areas at all times;
  - f. insure that all overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the 2020 Arts Fair;
  - g. insure that a clear and unobstructed width of 20 feet be maintained between rows of parked trailers to allow for emergency vehicle access (IFC 503.2.1);
  - h. clean up after the event.m

#### SUGGESTED MOTION

I move to approve the special event application for the Jackson Hole Art Association Summer 2020 Art Fair, 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: Art Fair Jackson Hole

Name of Organization: Art Association

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

Mailing Address: PO Box 1248

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Kelli Reinertson

Email Address: kelli@artassociation.org

Work Phone: 307-733-6379 Cell Phone: 435-602-9746

## EVENT INFORMATION

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

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

Art Fair Jackson Hole is in its 54th year and hosts about 160 artists per fair over a three

Location of Event: Snow King Ball Field Alternative Location: Miller Park

Date(s) of Event: July 10-12 and August 7-9, 2020 Event Operating Hours: Fr/Sat 9-5, Sun 9-

Event Set Up Begins Date: July 07, 2020 Time: And August 4 - 9am

Event Clean Up Ends Date: July 13, 2020 Time: And August 10 - 10am

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 2000 Total Event: 6000 per fair  
(Spectators and Participants)

Special Considerations (check all that apply):

- |                                                         |                                                          |                                                           |
|---------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling     | <input checked="" type="checkbox"/> Electricity Requested |
| <input checked="" type="checkbox"/> Food Sales          | <input checked="" type="checkbox"/> Merchandise Sales    | <input checked="" type="checkbox"/> Recurring Event       |
| <input checked="" type="checkbox"/> Ticketed Admission  | <input checked="" type="checkbox"/> Sound Amplification  | <input type="checkbox"/> Pets or Animals                  |
| <input checked="" type="checkbox"/> Tents               | <input checked="" type="checkbox"/> Street Closure       | <input type="checkbox"/> Sidewalk Closure                 |
| <input checked="" type="checkbox"/> Overnight Parking   | <input checked="" type="checkbox"/> Overnight RV Camping | <input type="checkbox"/> 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 ☐ 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: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

## 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):

- |                                                                    |                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Tents (X)                      | <input checked="" type="checkbox"/> Food Vendors (FV)          |
| <input checked="" type="checkbox"/> Beverage Vendors (BV)          | <input checked="" type="checkbox"/> Alcohol Vendors (A)        |
| <input checked="" type="checkbox"/> Portable Toilets (T)           | <input checked="" type="checkbox"/> Hand Washing Sink (HWS)    |
| <input checked="" type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                        |
| <input checked="" type="checkbox"/> Garbage Receptacles (G)        | <input checked="" type="checkbox"/> Recycling Receptacles (RR) |
| <input type="checkbox"/> Retail Merchants (RM)                     | <input type="checkbox"/> Security (P)                          |
| <input type="checkbox"/> Fire Lane (FL)                            | <input type="checkbox"/> Fire Extinguishers (EX)               |
| <input type="checkbox"/> First Aid / EMS (FA)                      | <input checked="" type="checkbox"/> Barricades (B)             |
| <input checked="" type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> 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 Field Parking Lot

July 9 at 8am - July 12 at 7pm and August 6 at 8am - August 9 at 7pm

Cache Street between Snow King Avenue and Aspen Drive

July 12 and August 9 from 3-7pm

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: 75 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:

|                                  |                                           |
|----------------------------------|-------------------------------------------|
| 20 _____ Large Street Barricades | 1 _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades  | 1 _____ "Local Traffic Only" Street Signs |
| _____ 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

|                                                        |                                                                         |                                                             |
|--------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Event Security                | <input type="checkbox"/> Mounted Horse Patrol                           | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle             | <input type="checkbox"/> Parade Lead Vehicle                            | <input checked="" type="checkbox"/> General Presence        |
| <input checked="" type="checkbox"/> Towing / Ticketing | <input checked="" type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>Street Closures |

Please describe in detail your request: \_\_\_\_\_

We will close Snow King Ball Field parking lot and post no parking signs along Cache and \_\_\_\_\_

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: We will need irrigation locates if we can stake, mowing

sprinkler system turned off

*\*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

Christina Ramos will start accepting applications on January 2nd.  
I will send in my application on January 2nd & Christina does not see any  
issues with this.

### 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: Shuttles from Fairgrounds to Phil Baux Park 7/10-12 & 7-9am and from Phil Baux Park to Fairgrounds 7/10-11 & 8/7-8 5-6pm & 7/12 & 8/9 3-5pm

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

If "Yes", please indicate times: Start Time: 9am Finish Time: 5pm

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 certificate 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:<sup>6</sup> \_\_\_\_\_ 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: Macy's

Restroom Drop off / Pick Up      Date for Drop Off: 7/9 & 8/6      Time for Drop Off: 9am

Date for Drop Off: 7/9 & 8/6

Time for Drop Off: 9am

Date for Pick Up: 7/13 & 8/10      Time for Pick Up: 9am

Date for Pick Up: 7/13 & 8/10

Time for Pick Up: 9am

## 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? Spiked Seltzer

*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:

Artists will be selling handmade art

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

How many trash receptacles will be supplied for your event? 12

When will the trash receptacles be delivered? 7/9 & 8/6

When will the trash receptacles be picked up and removed from site? 7/13 & 8/10

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

Each morning we will roll the trash cans into the parking lot and park for day use and at the end of the day we will roll out for Westbank to empty.

***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? Curbside

How many recycling receptacles will they (or you) supply for your event? 6

When will these recycling receptacles be delivered? 7/6 & 8/6

When will recycling receptacles be picked up and removed from site? 7/12 & 8/9

Describe your plan for collection and removal of recyclable materials during your special event:  
We will collect and sort recycling through the weekend. We will put it out Sunday night and Curbside will pick up all recycling Monday morning after each fair.

*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:

We are moving the Art Fairs to Snow King Ball Field.

We are changing the layout to be in compliance with fire code.

We are hoping to add 50 daytime parking spots at the Fairgrounds and work with Start Bus on shuttles during peak am and pm times.

On the Thursday before each fair, we will post no parking signs around the ball field on Cache St and Snow King Ave that will say 'Artist Unload Zone Only. 1.5 Hour Max'

## 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: KR \_\_\_\_\_

# Special Event Application

## STANDARD CONDITIONS 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: KR



# Special Event Application

## STANDARD CONDITIONS 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: KR



# Special Event Application

## STANDARD CONDITIONS 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: KR

# Special Event Application

## STANDARD CONDITIONS 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: KR \_\_\_\_\_



# Special Event Application

## STANDARD CONDITIONS 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 procurement, 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.***

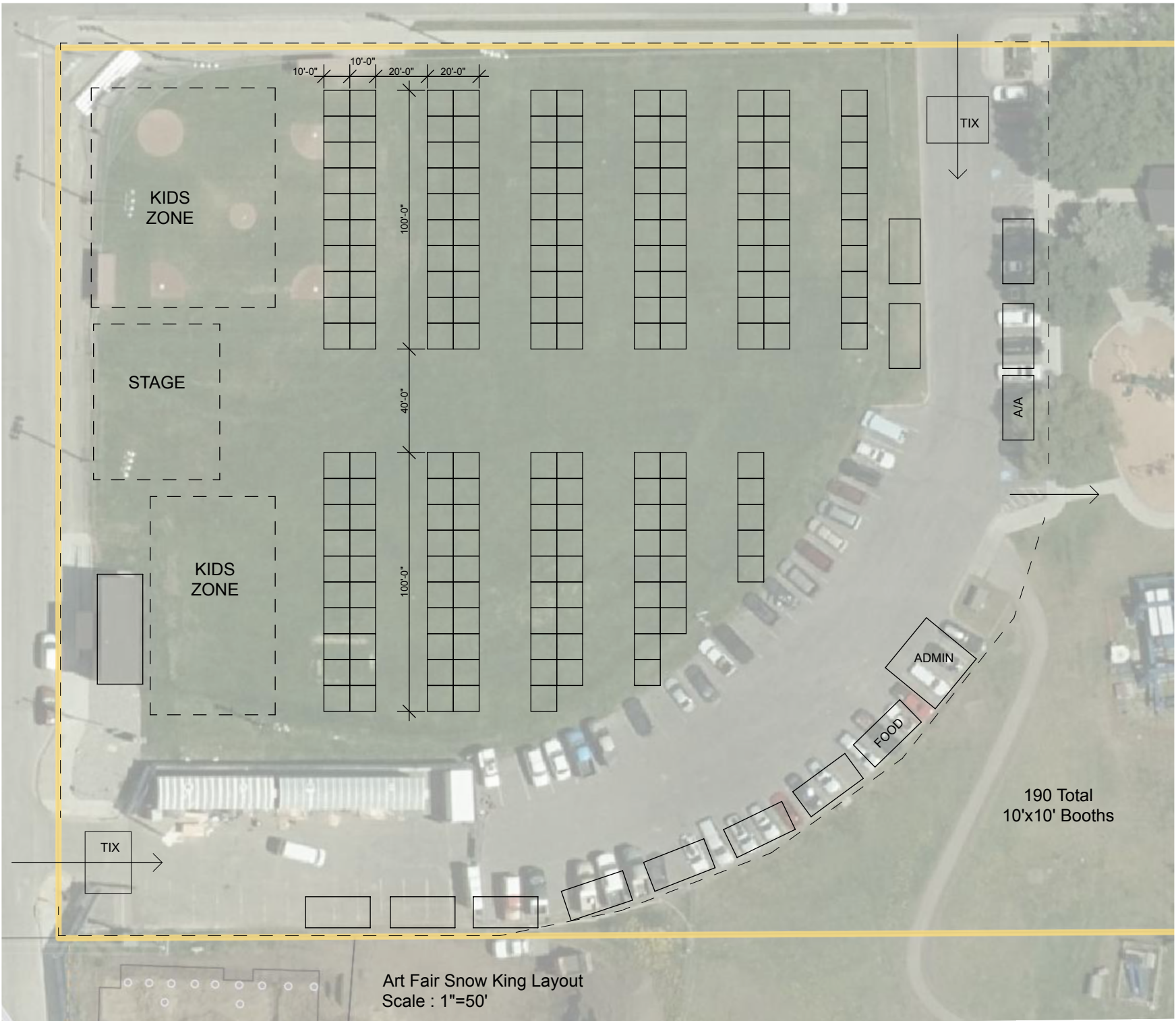
I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: Kelli Reinertson  
Signature

APPLICANT: Kelli Reinertson  
Printed Name

DATE: 10/10/19

TITLE: Special Events Manager



Art Fair Snow King Layout  
Scale : 1"=50'

| Project         |                  | Scale:            | Date     |
|-----------------|------------------|-------------------|----------|
| Art Fair Layout |                  | 1" = 50'          | 10/14/19 |
| Location        | Project No.      | Reference / Sheet |          |
|                 | 1901.00          |                   |          |
| Title           | Field Notice No. | Dwg. No.          |          |
| Snow King       |                  | A2.1b             |          |



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** September 20, 2016  
**MEETING DATE:** November 4, 2019

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

**SUBJECT:** Special Event- Glow Nights

## BACKGROUND/ALTERNATIVES:

Jackson Hole Public Art requests approval to install one glowing, inflatable elk antler designed by Bland Hoke on the Town Square in George Washington Park as a part of GLOW Nights.

JH Public Art has requested the inflatable elk antler be installed in the northeast corner of the George Washington Memorial Park from December 20, 2019 through January 30, 2020. The applicant is also requesting the use of Town Square to host an event celebrating GLOW Nights on January 17, 2020. The event would run from 4:00pm – 7:00pm with food vendors, beverages (non-alcoholic), music (choral group or DJ) and two pop up tents.

GLOW Nights is an exhibit of artworks inspired by the megafauna, calderas, hot springs, and dramatic vistas of the Greater Yellowstone Ecosystem (GYE). GLOW artists employ light as a medium to attract people out into public spaces at night.

Bland Hoke has previously installed a similar inflatable art installation at the Center for the Arts and will use the same techniques on this installation. The antler is made from lightweight, rip stop nylon, similar to a paragliding sail. The color of the fabric would be white. The piece itself weighs about 5 pounds and has a length of approximately 40 feet. An image of this installation is included in this staff report. The image shows 3 antlers placed on the ground, but this piece would be one antler and JH Public Art is requesting to suspend the installation above the walkway in the park. The installation would have small LED twinkle lights inside of the fabric to allow the antlers to glow at night.

If approved, JH Public Art is requesting that this art piece be installed in the northeast corner of the Town Square above the walkway. Carla Hansen with Nelson Engineering is working on reviewing the installation and the best method of installing the art work to adequately account for wind and snow. JH Public Art has also indicated that the installation would not be impeding the lights hung in the trees during the winter months. They indicated that the installation would be above the reach of people.

There will be a need for electricity to power for a fan which will be used to keep the installation constantly inflated. According to the applicant the blower (fan) for the inflatable elk antler is similar to the one featured in the link below:

<https://www.globalindustrial.com/p/janitorial-maintenance/floor-care/floor-dryers/inflatable-bounce-house-blower-1-speed-1-4-hp-br->



[15?infoParam.campaignId=T9F&gclid=EAIaIQobChMI9YXVp7m15QIVuiCtBh2CLg-bEAQYAiABEgKT4vD\\_BwE](https://www.facebook.com/15?infoParam.campaignId=T9F&gclid=EAIaIQobChMI9YXVp7m15QIVuiCtBh2CLg-bEAQYAiABEgKT4vD_BwE)

It is a ¼ horsepower motor and the level of sound produced from this motor is 79 decibels. For comparison purposes, on the website “industrialnoisecontrol.com” it indicates that a typical garbage disposal emits 80 dB and living room music emits 76dB.

The applicant estimates that approximately 300 people will visit the installation each day and requests the following in association with the event:

- Council permission to install the glowing, inflatable elk antler arch in the northeast corner of the Town Square from December 20, 2019 to January 30, 2020.
- Council permission to use George Washington Memorial Park as described above for an event celebrating the GLOW Nights on January 17. The applicant will set up two small tents (approximately 10’ x 10’), and will have access to food and non-alcoholic beverages during the event.
- Council permission for amplified sound associated with the celebration event.
- Access to electricity.
- Council approval for the closure of up to 2 parking spaces on the evening of January 17 to accommodate food trucks associated with the GLOW Nights celebration event.
- Permission to display a temporary sign / plaque at the base of the installation throughout display time table per the attached temporary sign permit.

#### ATTACHMENTS:

Application  
Image of Artwork  
Temporary Sign Permit

#### 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. A few staff members from different departments have indicated concerns regarding this installation.

One concern that was mentioned was the current level of use and production taking place in the Town Square during this time period. Historically during the end of December and early January the following activities are taking place in the Town Square:

- Lighting of the trees and elk antlers in the Town Square by the Parks and Recreation Department
- Winter Wonderland (ice skating rink in the western quadrant of the square) typically operates from just after Christmas until mid-March.
- The Nativity Scene has historically been approved for display in a section of the eastern quadrant for two weeks leading up to Christmas.
- The Menorah Display has historically been approved for display in a section of the eastern quadrant for two weeks during Hanukkah (this year during the time frame of December 22 – December 30).

- Santa on the Town Square has historically been confined to inside the Stage Stop Building for the week or so leading up to Christmas; however, last year the Chamber of Commerce requested (and was approved for) the ability to erect a 20 foot by 10 foot warming tent next to the Stage Stop Building throughout the duration of their event.
- In addition, this year, the memorial on the Town Square will be under construction.

With this concern in mind, the applicant has indicated that they would be willing to install the art piece on January 2, 2020 and displaying through February 3, 2020. This would allow some of the other displays and events in the Town Square during the holidays to run their course.

The Parks and Recreation Department has also raised concerns about the ability to access the lighting in the trees with a lift if tree light maintenance is needed. If approved, the JH Public Art would need to work in conjunction with the Parks and Recreation Department to make sure that access to the tree lights remains accessible to a lift as needed.

#### FISCAL IMPACT:

None

#### STAFF IMPACT:

Minimal

#### LEGAL REVIEW:

N/A

#### RECOMMENDATION:

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

1. The applicant shall coordinate all set up and access to electricity with the Parks and Recreation Department at least one week prior to the event. No alterations of park amenities are permitted without the prior permission of the Parks & Recreation Department.
2. No items may be secured to any live forestry without the permission and approval of the Parks and Recreation Department.
3. The applicant shall provide and be responsible for their own sound system.
4. The applicant shall clean up immediately after the event.
5. 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.
6. Any power or sound cords that cross walkways shall be taped and secured to prevent a tripping hazard.
7. Sidewalks and boardwalks shall not be obstructed.
8. Food services shall be coordinated through the Teton County Health Department.
9. Use of any Town barricades, cones, or road signs will be coordinated with the Public Works Department and the event organizer will be responsible for picking up and returning any barricade, cone or road sign. A damage deposit must be submitted for any barricade or cones to protect against any loss or damage.
10. The applicant shall be responsible for setting up and removing any barricades and road signs in a timely fashion according to approved road closure plan.
11. 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 parking around Snow King shall be available to the public during the event. The applicant should also

meet with the Police Department two weeks prior to the event to discuss the signs and posting of the signs.

12. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
13. 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)
14. Any other conditions or restrictions staff wishes to add upon further review of the application.

[SUGGESTED MOTION:](#)

If the Town Council wishes to approve this special event application, a possible motion might be:

I move to approve special event application made by Jackson Hole Public Art for the installation of the GLOW Nights inflatable elk antler arch in the northeast corner of the Town Square from December 20, 2019 through January 30, 2020 subject to the conditions and restrictions listed in the staff report.

Jackson Hole Public Art is expanding GLOW Nights to include locations in Teton Village and the Town of Jackson, Center for the Arts, and possible other partner locations. GLOW Nights is an exhibit of artworks inspired by the unique phenomena of the Greater Yellowstone Ecosystem. GLOW artists employ light as a medium to attract people out into public spaces at night. Artworks inspired by the megafauna, calderas, hot springs, and dramatic vistas of the Greater Yellowstone Ecosystem (GYE) will spark our sense of wonder and invite us to explore these phenomena through the eyes of artists.

GLOW Nights exhibits will be activated by free, family-friendly, celebrations designed to be inclusive of diverse community members one held in Teton Village and one in downtown Jackson. These events will be free and family friendly, designed to provide experiences that can connect us all, and promote the wonder of exploring the world around us.

Jackson Hole Public Art is requesting to install a glowing, inflatable Elk Antler designed by Bland Hoke on the Town Square in George Washington Park as a part of GLOW Nights. This installation and how it is installed will be approved by a local engineer. Bland has previously installed a highly successful inflatable at the Center for the Arts and will use the same techniques on this installation. The antler is made from lightweight, rip stop nylon, similar to a paragliding sail.

The installations for the GLOW Nights runs from December 20, 2019 (installation) through January 30, 2020. Electricity access will be needed for the glowing aspect of the inflatable Elk Antler which will be lit by low voltage LEDs. Hughes Production will provide support for the electrical part of the project making sure that the installation runs on a timer and all cords, electrical are maintained for public safety.

Additionally, we are proposing an event on the Town Square to celebrate the Winter Season/ GLOW Nights on January 17, 2020. This event would run from 4-7pm with food vendor(s), beverages, music (choral group or a DJ), along with two pop up tents. This event would be in collaboration with the Chamber of Commerce and any other businesses that may choose to get involved in GLOW Nights.

# 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: Glow Nights

Name of Organization: JH Public Art

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

Mailing Address: PO Box 4413

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Alex Pope

Email Address: alex@jhpublicart.org

Work Phone: 307-734-9026 Cell Phone: 917-885-1006

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☐ Other: Art Installation and Party on Town Square

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

please see attached.

Location of Event: Town Square Alternative Location: Center Street

Date(s) of Event: installation 12/20/19 - 1/30/20 Event Operating Hours: party 1/17/20

Event Set Up Begins Date: January 17, 2020 Time: 4pm

Event Clean Up Ends Date: January 17, 2020 Time: 7pm



# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 300 Total Event: \_\_\_\_\_

Special Considerations (check all that apply):

- |                                                         |                                                         |                                                           |
|---------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling               | <input checked="" type="checkbox"/> Electricity Requested |
| <input checked="" type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales              | <input type="checkbox"/> Recurring Event                  |
| <input type="checkbox"/> Ticketed Admission             | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals                  |
| <input checked="" type="checkbox"/> Tents               | <input type="checkbox"/> Street Closure                 | <input type="checkbox"/> Sidewalk Closure                 |
| <input type="checkbox"/> Overnight Parking              | <input type="checkbox"/> Overnight RV Camping           | <input checked="" type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): Chamber of Commerce + other businesses TBD

***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 ☒ 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: Carrie Geraci Cell Phone: 307-413-1474

## 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):

- |                                                         |                                                           |
|---------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Tents (X)                      | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)          | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)           | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)        | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)          | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)           | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> 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 ☐ 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:

|                                 |                                         |
|---------------------------------|-----------------------------------------|
| _____ Large Street Barricades   | _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades | _____ "Local Traffic Only" Street Signs |
| _____ 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

|                                             |                                                              |                                                             |
|---------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Event Security     | <input type="checkbox"/> Mounted Horse Patrol                | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle  | <input type="checkbox"/> Parade Lead Vehicle                 | <input type="checkbox"/> General Presence                   |
| <input type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>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: We propose installing a glowing elk antler that inflates  
suspended above the park. In order to glow, it will need to plug in.

*\*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: 4pm (on 1/17/20) Finish Time: 7pm

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 certificate 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: We just hosted PARKing Day on Sept 20th and not a single person  
porta pot that was onsite for the event, which ran all day.

**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?some sort of hot toddy option

*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:

JHPA will bring trash receptacles for the event and will remove at the end of 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
- ☐ 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? Public Works - awaiting confirmation

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?

☐ 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: ap/cg

# Special Event Application

## STANDARD CONDITIONS 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: ap/ cg



# Special Event Application

## STANDARD CONDITIONS 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: ap/cg

# Special Event Application

## STANDARD CONDITIONS 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: ap/cg

# Special Event Application

## STANDARD CONDITIONS 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: ap/cg

# Special Event Application

## STANDARD CONDITIONS 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 procurement, 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: \_\_\_\_\_

Signature

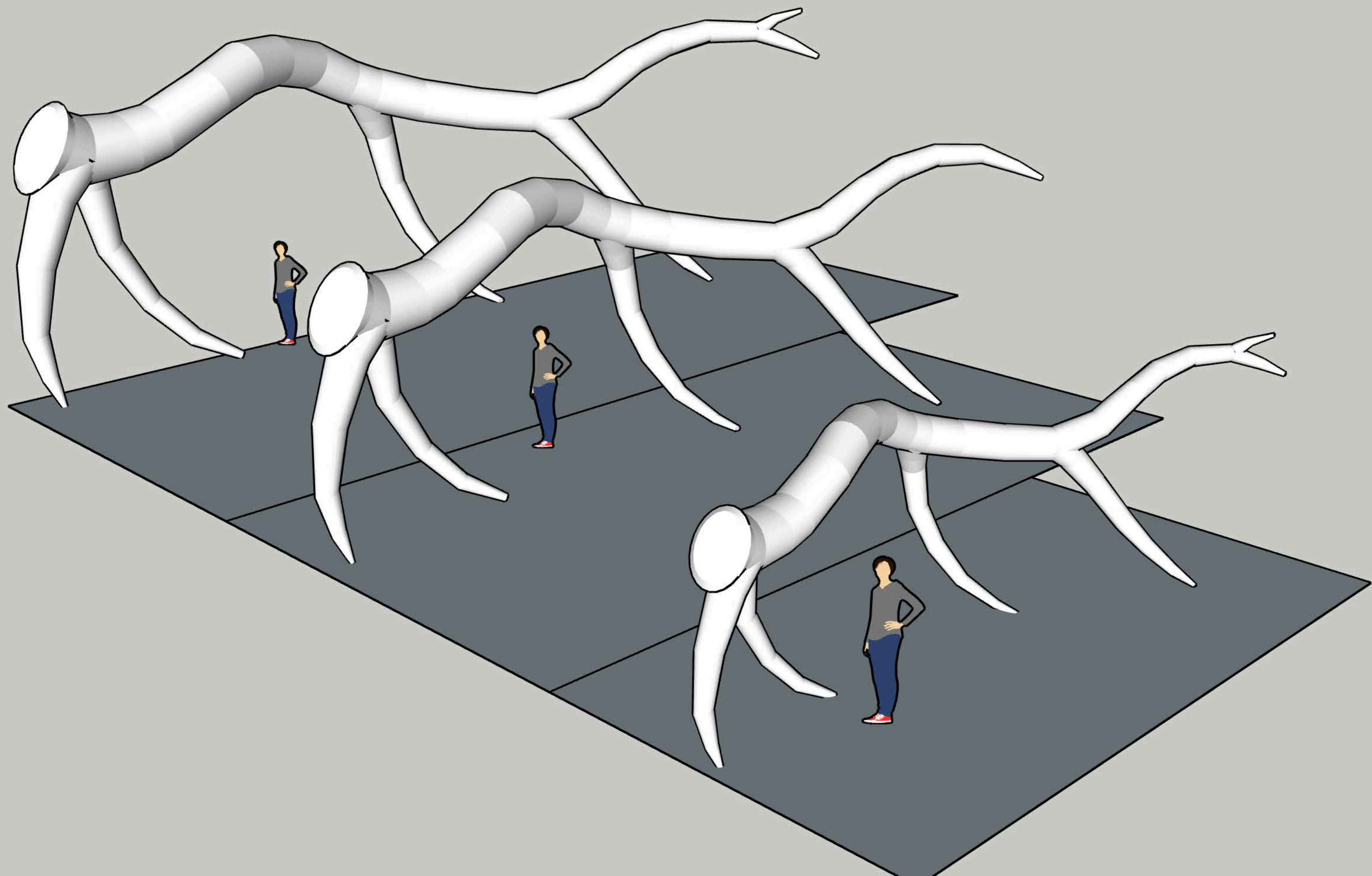
APPLICANT: Alexandra Pope

Printed Name

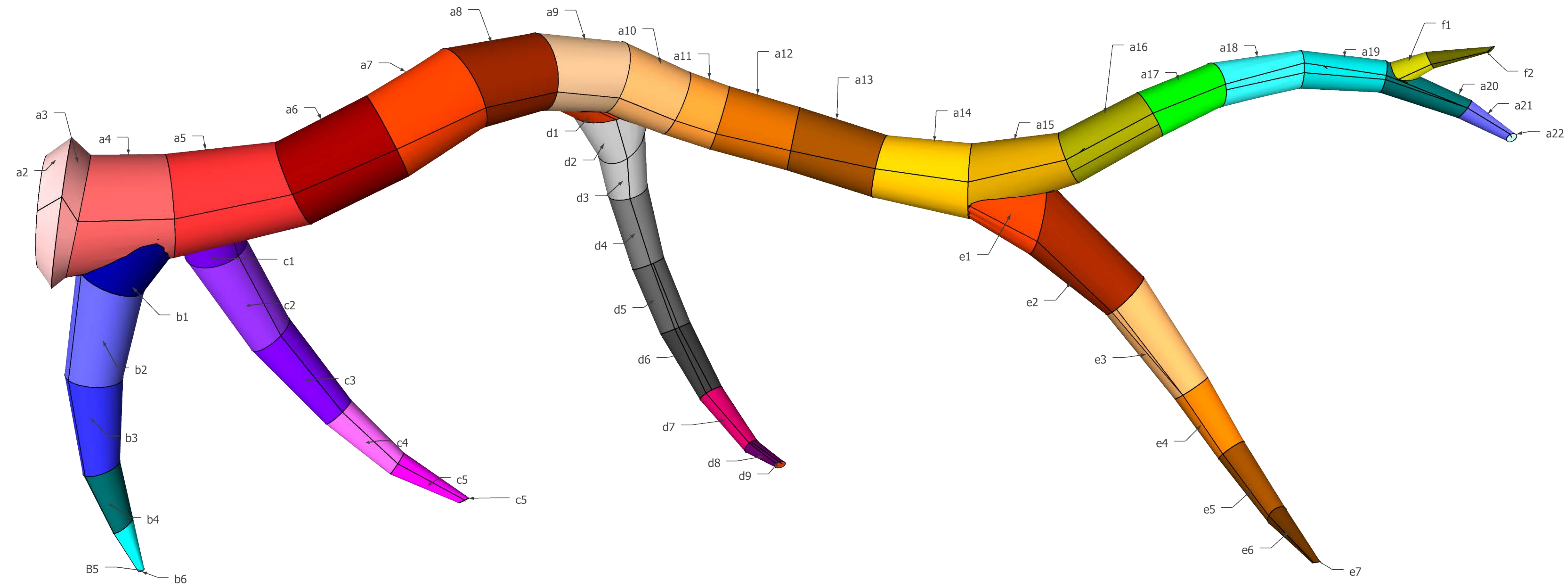
DATE: 10/04/2019

TITLE: Project Manager

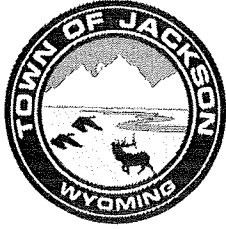












## TEMPORARY SIGN PERMIT APPLICATION

### Planning & Building Department

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

Please go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.

#### EVENT NAME:

Event Name: GLow nights Physical Address of Event: Town Square  
Description of Event: a plaque for the suspended illuminated antler  
Grand Opening ☐ Yes ☐ No ☐ (see special event application)

#### EVENT SPONSOR/APPLICANT: Name:

Jackson Hole Public Art  
Mailing Address: PO Box 4413, 83001 Phone: 917-885-8006  
E-mail: alex@jhpublicart.org ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

#### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                       |                                                                                       |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>George Washington Park</u>                                   | Business/Description: _____                                                           |
| Physical Address: <u>Town Square</u>                                                  | Physical Address: _____                                                               |
| Dates of Display: <u><del>Jan</del> Dec. 20 - Jan 30, 2020</u>                        | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                           | Business/Description: _____                                                           |
| Physical Address: _____                                                               | Physical Address: _____                                                               |
| Dates of Display: _____                                                               | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

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

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.

Alex Pope  
Signature of Authorized Event Applicant

Alex Pope  
Applicant Name Printed

10.2.19  
Date  
project manager  
Title

PLAQUE FOR GLOW NIGHTS WITH DETAILS OF THE STAND, DIMENSIONS, AND EXAMPLE OF TEXT.



PLAQUE DIMENSIONS ARE 13 INCHES X 9 INCHES

STAND IS 46.5 INCHES TALL

STEEL SIGN POST TO BE HAMMERED INTO GROUND IN GEROGE WASHINGTON PARK

DECEMBER 20 - JANAURY 30, 2020 WOULD BE THE ALLOTTED TIME-LINE FOR THE PLAUQE STAND TO BE IN GEORGE WASHINGTON PARK.

WILL HAVE A DESCRIPTION OF THE ARTWORK PRESENTED ON THE TOWN SQUARE FOR GLOW NIGHTS WITH THE NOTED SPONSORS.

THIS IS AN EXAMPLE OF THE STAND AND THE PLAQUE. THE PLAQUE INFORMATION WILL BE REFLECTIVE OF THE GLOW NIGHTS EVENT.



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** October 28, 2019

**MEETING DATE:** November 4, 2019

**SUBMITTING DEPARTMENT:** Town Clerk

**DEPARTMENT DIRECTOR:** Roxanne DeVries Robinson

**PRESENTER:** Carl Pelletier, Special Events Coordinator

**SUBJECT:** Winter Wonderland – Town Square Skating Rink

## PURPOSE STATEMENT

The Town Council approves requests for use of George Washington Memorial Park, use of Town equipment, and services of Town personnel.

## BACKGROUND/ALTERNATIVES

Grand Teton Skating Association (GTSA), a local non-profit, is requesting Council permission to install an outdoor public skating rink in George Washington Memorial Park again this winter. The applicant anticipates installing the skating rink in mid-December 2019 (depending on the weather) and opening for operation in late December. The applicant understands that it will not be able to move into the Stage Stop Building until after the Chamber of Commerce finishes the “Santa on Town Square” special event. The applicant will need to work with the Chamber of Commerce on a definitive move in date. The applicant is requesting to begin skating operations on Thursday, December 26, 2019.

The applicant will charge \$5 for skate rentals for locals and \$10 for skate rentals for visitors. The applicant has indicated that GTSA would be offering free “Learn to Skate” programs again this year on Saturdays or Sundays. Last year over 100 people participated in these learn to skate programs.

The applicant plans on ceasing operations of the skating rink on or before March 20, 2020 (depending on the weather) and removing the skating rink prior to Easter. In years past there has been concern of having the ice rink removed before Easter in preparation for the Town Square Easter Egg Hunt. This upcoming year, Easter falls on Sunday, April 12. If approved, staff recommends a condition of operation should include that the applicant must have ice removed with ample time for Parks and Recreation to prepare the turf for the annual Easter Egg Hunt on the Town Square.

The applicant understands that the use of the Stage Stop building will not be available until after the Chamber of Commerce concludes its event. The Chamber of Commerce may be requesting the use of a 10’ by 20’ warming tent this year in the George Washington Memorial Park. If approved, the Chamber of Commerce is open to the idea of GTSA utilizing a portion of the tent to rent out skates until the Stage Stop building becomes available.

Additional requests include:

- Council permission to rent ice skates and sell hot chocolate and stocking caps from the Stage Stop Building on holidays and weekends (from approximately noon to 9:00 P.M.), and Mondays through Fridays (from approximately 4:00 P.M. to 9:00 P.M.). All sales directly benefit the applicant which

is a local non-profit. These are the same dates that were approved last year. The public can skate on the rink on any day; however, the Stage Stop building will only be open for rentals on operating days.

- If the Town Council approves a possible request from the Chamber of Commerce to utilize a warming tent in the Town Square then GTSA requests permission to rent ice skates and sell hot chocolate beginning on December 20, 2019 until they can move into the Stage Stop building upon the conclusion of Santa on the Town Square.
- Council permission to play amplified music of varying genres from approximately 5:00 P.M. to 9:00 P.M. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and from approximately noon to 9:00 P.M. Saturdays, Sundays, and holidays.
- Council permission for access to water to form the skating rink, two-hundred (200) feet of fire hose, a nozzle, a hydrant fitting, and wrench. Depending on the time of day, Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice.
- Access to electricity in the park.
- Council permission to display up to four onsite banners. One of these banners (3 feet by 6 feet) will remain on the outside of the Stage Stop building for the duration of the operation of the ice rink identifying this as “Winter Wonderland”. This banner has been approved in years past.

The other two smaller banners have been requested to be displayed on the Plexiglas over the winter season. These two smaller banners would be different each week. These two smaller banners would recognize local sponsors. The sizes of these two smaller banners will vary from week to week, but their size would not exceed 3 feet by 5 feet. These two smaller banners would be placed facing inwards on the Plexiglas which surrounds the ice rink. Each week, two new banners would be placed on the Plexiglas during the hours of operation. These banners would be on display only during operating hours. These banners were approved last year.

A final banner request is a 3-foot by 5-foot banner with skate rental information to be hung on the back side of the Stage Stop Building (facing inwards towards the interior of the Town Square). If approved, the staff would request that this banner only be displayed during operating hours. This has been approved for the past two years.

- Similar to last year, the applicant has requested permission to remove a segment of the fence from George Washington Memorial Park just off of the Stage Stop Building ramp so that patrons with rented ice skates on can access the skating rink more efficiently. The applicant also requests permission to install an accessible ramp. Several years ago Public Works constructed a ramp for the applicant. The applicant indicated that this ramp worked well for their needs.
- Snow Removal on the ice surface when snow accumulation is four inches (4”) or more. This snow removal is to be provided once the Teton County/Jackson Parks and Recreation Department has completed its regular sidewalk plowing routes, and as needed. This is the same request as last year.

**As in past years, the applicant will continue the following practices:**

- The applicant will install Plexiglas walls and an overlapping barrier on the ground and under the ice to mitigate any safety concerns and to block water from overflowing onto the boardwalks in the park.
- If bales of hay are used on the ice rink then the applicant will place a buffer material between the bales of hay and the ground so that they can be easily removed in the spring.
- Parks and Recreation will relocate the recycling cans near the skating rink as deemed necessary.
- Staff has recommended that the use of construction fencing and tape should not be permitted.
- The applicant will cover any and all jagged edges from the posts along the sides of the rink.



**Additional considerations:**

The Chamber of Commerce has indicated that they will allow the applicant to utilize the Stage Stop Building for skate rentals and hot chocolate sales subject to review of liability insurance. However, in the past, the Chamber of Commerce has explored the idea of providing stagecoach rides during the winter. If stagecoach rides are offered, the applicant would need to coordinate use of the Stage Stop Building so that the stagecoach concessionaire is also able to operate. Staff recommends this be addressed in the agreement between the applicant and the Chamber of Commerce.

Also, the Chamber of Commerce has indicated that they will be utilizing the Stage Stop Building for “Santa on the Town Square.” Following this event the Chamber of Commerce has agreed to allow the use of the Stage Stop Building for Winter Wonderland. The applicant will work with the Chamber of Commerce on an exact move in date.

**Staff concerns:**

In the past the staff has raised concerns of the event potentially having an adverse effect on electrical in the Town Square; however, mitigation efforts were made three years ago and the Parks and Recreation Department indicated that there were not electrical issues since these mitigation efforts.

Staff recommends that, if approved, the applicant take additional measures to ensure that any ice build-up on surrounding boardwalks, sidewalks and crosswalks be mitigated during the installation process of creating the rink. Last year this concern was brought to the attention of staff.

If the Town Council determines that the Town Square is an appropriate venue for the Winter Wonderland ice skating rink, then staff will continue to diligently work with the applicant to ensure that the project moves forward as best as possible.

**STAKEHOLDER ANALYSIS**

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

**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.

**ATTACHMENTS**

Application

Memorandum of Understanding

**FISCAL IMPACT**

Fiscal Impact is estimated at \$2,200 for to provide snow removal. Other potential financial impacts may be involved with any unforeseen complications encountered during the winter season this may include, but is not limited to, electrical system repair, turf replacement, and irrigation work.

**STAFF IMPACT**

Parks and Recreation services to provide access from the Stage Stop Building, clear the ice of snow as needed, relocate the recycling containers, and provide access to electricity; Fire Department/Public Works services to assist with providing water to construct the skating rink. Other potential staff impacts may be involved with any unforeseen complications encountered during the winter season this may include, but is not limited to, electrical system repair, turf replacement, and irrigation work.

#### LEGAL REVIEW

Ongoing as needed.

#### RECOMMENDATION

Should Council wish to approve the request, staff recommends that approval be subject to the execution of the attached Memorandum of Understanding which outlines terms of use.

#### SUGGESTED MOTION

I move to approve the application made by Grand Teton Skating Association for the Winter Wonderland Special Event, subject to the conditions listed in the staff report and further approve the Memorandum of Understanding attached to the staff report subject to approval by the Town Attorney including any minor changes approved by the Town Attorney, and authorize the Mayor to execute the agreement.

# 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: J.H. Winter Wonderland

Name of Organization: Grand Teton skating Association

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

Mailing Address: P.O.Box 1370

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Akop Manoukian

Email Address: akopm@aol.com

Work Phone: 307-733-0066 Cell Phone: 801-231-3875

## EVENT INFORMATION

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

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

Community and tourist ice skating activity on the square during the winter season

Location of Event: West side of town square Alternative Location: n/a

Date(s) of Event: Dec 26th 2019 - mid March 2020 Event Operating Hours: M-F 4 - 9, Sa -Su

Event Set Up Begins Date: December 10, 2019 Time: 24/7

Event Clean Up Ends Date: March 20, 2020 Time: Daytime

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 20-70 Total Event: 2000

Special Considerations (check all that apply):

- |                                              |                                                         |                                                           |
|----------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling               | <input checked="" type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales              | <input checked="" type="checkbox"/> Recurring Event       |
| <input type="checkbox"/> Ticketed Admission  | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals                  |
| <input type="checkbox"/> Tents               | <input type="checkbox"/> Street Closure                 | <input type="checkbox"/> Sidewalk Closure                 |
| <input type="checkbox"/> Overnight Parking   | <input type="checkbox"/> Overnight RV Camping           | <input checked="" type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): Community Foundation (OBFR) and various local businesses

***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 ☐ 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: Olga Salmina Cell Phone: 307-690-7345

## 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):

- |                                                                    |                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Tents (X)                                 | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)                     | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)                      | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input checked="" type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)                   | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)                     | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                            | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)                      | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)              | <input type="checkbox"/> 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

☒ 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:

       n / a Large Street Barricades

       n / a "Road Closed" Street Signs

       n / a Small Sidewalk Barricades

       n / a "Local Traffic Only" Street Signs

       n / a 28 Inch Street Cones

       n / a "Detour" Street Signs

       n / a Candlestick Cones

       n / a 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: \_\_\_\_\_

*\*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: 4:00 PM Finish Time: 9:00 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 certificate 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:

Hot chocolate and water

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
- ☐ 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?

☒ Yes

☐ No

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

There are no new changes to our request this year. Our operational season will be, as always, weather dependent. Our hours will be Monday- Friday 4:00 PM - 9:00 PM and Sat. - Sun. 12:00 -9:00. At these times music will be played for the skaters pleasure.

## 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: AM

# Special Event Application

## STANDARD CONDITIONS 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: AM

# Special Event Application

## STANDARD CONDITIONS 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: AM

# Special Event Application

## STANDARD CONDITIONS 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: AM



# Special Event Application

## STANDARD CONDITIONS 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: AM

# Special Event Application

## STANDARD CONDITIONS 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 procurement, 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:   
Signature

APPLICANT: Akop Manoukian  
Printed Name

DATE: 09/30/2019

TITLE: Executive director

**MEMORANDUM OF UNDERSTANDING BETWEEN SK8 JH, INC.  
AND TOWN OF JACKSON, WYOMING**

1. Parties. This Memorandum of Understanding ( "**MOU**") is made and entered into by and between Sk8 Jh, Inc., a Wyoming non-profit corporation d/b/a Grand Teton Skating Association, whose address is P.O. Box 1370, Jackson, WY 83001 ("**GTSA**"), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 ("**Town**").
2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Town grants GTSA the right to use open space located on Town-owned property within a portion of the Town Square as depicted in Exhibit A attached hereto and incorporated herein by reference ( "**Property**"), for installation of an outdoor skating rink for the use and benefit of the general public during the term of this MOU.
3. Term of MOU. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect until March 20, 2020. This MOU may be terminated by either Party upon written notice , which notice shall be delivered by hand or by certified mail to the address listed below.
4. Payment. No payment shall be made to either Party by the other as a result of this MOU.
5. Responsibilities of the Town. The Town commits to provide GTSA with:
  - A. The exclusive use of the Property from 12:00 pm until 9:00 pm on weekends and federal holidays, and from 4:00 pm until 9:00 pm on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for the term of this MOU, subject to the responsibilities of GTSA as set forth herein. During non-operating hours, the Town Council and/or Town staff may approve of other uses on the Town Square, including the Property, and may give permission for other events or groups to use the ice rink;
  - B. Snow removal from the ice surface when snow accumulation is four inches (4") or more, to be provided after the Teton County/Jackson Parks and Recreation Department completes its regular sidewalk plowing responsibilities, if GTSA determines such services are needed;
  - C. Two hundred (200) feet of fire hose, a nozzle, a hydrant fitting and wrench. Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice at its availability and sole discretion;
  - D. Relocation of recycling receptacles near the skating rink; and
  - E. Removal of a segment of fence along George Washington Memorial Park ("**Park**") and installation of an ADA-accessible ramp to provide access through the Park from the Stage Stop Building to the skating rink, all of which is as Town staff deems appropriate.

6. Responsibilities of the GTSA. GTSA understands, covenants, and agrees that, other than the responsibilities of the Town as set forth in Paragraph 5, GTSA is solely responsible for:
- A. The rink installation; ice manufacture; ice; ice rink maintenance and management; all ice rink operations including, but not limited to, lights, light figures, sculptures, music, heaters, hot beverages, advertising, skate rentals, and the sound system;
  - B. Securing the ice rink during operating and non-operating hours, including appropriate temporary fencing and/or barriers for the ice rink and any other structures associated with the ice rink on the Property;
  - C. Staffing the Property and maintaining operating hours necessary to support user group requirements and meet Town requirements for dependable public skating time;
  - D. Keeping the Property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety;
  - E. Not altering the Property without first obtaining the express written consent of the Town. With the exception of the structures presented and approved by the Town Council on August 7, 2017 and any other set forth herein;;
  - F. Having all ice removed prior to April 10, 2020 and return the site to pre-event conditions in order to accommodate the Easter Egg Hunt on the Town Square on April 10, 2020;
  - G. Entering into an agreement with the Chamber of Commerce concerning the use of the Stage Stop Building;
  - H. Giving the Town prompt written notice, defined as within five (5) business days, of any accident, fire, or damage on or to the Property;
  - I. Only permitting employees, agents, servants, and business invitees to remain in or loiter upon the Property;
  - J. Complying with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to GTSA and/or its use of the Property;
  - K. Complying with all reasonable rules and regulations that may be established, from time to time, by the Town;
  - L. Completely closing the outdoor skating rink to patrons thirty (30) minutes prior to the commencement of the International Pedigree Stage Stop Sled Dog Race Special Event. The outdoor skating rink will be allowed to reopen after the last sled dog team exits the starting gate on the date of the event;
  - M. Not utilizing construction fencing or tape;

- N. Taping and/or securing all power and sound cords that cross walkways to avoid creating a tripping hazard;
- O. Installing, maintaining, and removing the Plexiglass walls as depicted in Exhibit A attached hereto;
- P. Placing a buffer material approved by the Parks and Recreation Department between any bales of hay and the ground;
- Q. Maintaining a clear path through the Park to the skating rink, if Park access is available as described in Paragraph 5.E.;
- R. Working with the Parks and Recreation Department to raise the western edge of the ice rink, thereby leveling the ice rink. Pallets and/or fill dirt will not be used to raise the western edge of the skating rink;
- S. Playing music during the ice rink hours of operation and keeping this music at a low volume in compliance with the Town of Jackson Municipal Code and Land Development Regulations; and
- T. Directing and controlling all public parking to conform to the regulations and requirements of the Town.

**7. Use of the Property.**

- A. The Town has the authority to prohibit parking that interferes with the safe and appropriate use of the Property and retains the right to sign and enforce parking regulations for public safety, access, and appropriate use. ;
- B. Events involving the use, handling, mixing, or liberation of combustible/flammable liquids, vapors, gases, fireworks, explosive materials, or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous Use are expressly prohibited. All use of the Property by GTSA must comply with the laws, regulations, covenants, and ordinances of the United States, the State of Wyoming, the County of Teton, and the Town of Jackson; and
- C. GTSA shall not sell or allow the sales of any alcoholic beverages on the Property.

**8. Acceptance and Maintenance of the Property.** GTSA has inspected the Property and accepts it in "as is" condition. GTSA agrees to be responsible for routine maintenance and repairs on the Property. GTSA shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal, or quasi-governmental authority. If the Town determines, in its sole discretion, that the Property is not being properly maintained in accordance with this paragraph, it shall give notice to GTSA in writing to repair and/or maintain the Property. GTSA shall have forty-eight (48) hours in which to correct any minor deficiencies and thirty (30) days for larger repairs which are the responsibility of GTSA under this MOU. If the repairs and maintenance duties of GTSA as described herein are not performed to the Town's satisfaction within the required time period, the Town may employ another person or entity



to repair and/or maintain all or any part of the Property and GTSA shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

9. Alterations and Improvements. The Town has the right, and GTSA shall permit the Town or its representative(s), at any time to enter the Property to inspect and/or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Property. All such improvements will be done, so far as practicable, to avoid interference with GTSA's occupancy and use of the Property. GTSA is not entitled to compensation for unavoidable interference with its occupancy and use and waives any claim for damages, including loss of business, resulting therefrom.

10. Insurance. GTSA must, at GTSA's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before the due date. The policy or policies must be issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00). The insurance policy must name the Town including its Officers, Officials, Employees, and Volunteers as an additional insured, state that coverage is primary and non-contributory, and cover all risks incident to GTSA's use of the Property and business in connection therewith.

GTSA shall furnish and deposit with the Town certificates of all such insurance policies to be maintained by GTSA with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this MOU, and copies of all insurance policies obtained at any time thereafter during the term of this MOU. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this MOU except after fifteen (15) days written notice thereof to the Town.

11. Signs. GTSA shall have the right to erect and maintain signs or banners in, on, or about the Property provided that same shall comply with the conditions of Town Council approvals, as well as governing laws, regulations, covenants, and ordinances of the United States, State of Wyoming, County of Teton and/or the Town of Jackson.

12. Indemnification. GTSA shall indemnify the Town and save it harmless from and against any and all claims, actions, damages, liability, and expense (including attorney's fees related thereto) in connection with loss of life, personal injury, or damage to property occurring in, on, about, or arising out of the Property or the occupancy or use of the Property by GTSA or its agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of GTSA, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, or employees, etc.

13. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this MOU, the prevailing party shall be

entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.

**14. Non-Assignment.** GTSA shall not assign, mortgage, hypothecate, or otherwise encumber this MOU or any interest therein, nor permit the Property or any part thereof to be used by any other person, firm, corporation, or other entity other than the GTSA without the written consent of the Town in each instance. The consent by the Town to an assignment shall not be construed to release the GTSA from the requirement that it obtain the Town's written consent for any further assignment(s). In the event permission is granted for any such assignment, subletting, licensing, or granting of a concession, GTSA shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement, including, without limitation, the covenant to pay rent.

**15. Town's Access.** The Town and its agents, employees, or other representatives may enter the Property at any reasonable time after reasonable notice for the purpose of (a) inspecting the Property to ascertain GTSA's compliance with the terms and conditions of this MOU; (b) in order to make repairs, additions, or alterations as the Town deems necessary; or (c) for any other reasonable purposes.

**16. Notices.** Any notices required or permitted to be given or served by either party to the other, unless otherwise stated herein, shall be deemed to have been duly given or served when in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

GTSA: Sk8 Jh, Inc.  
P.O. Box 1370  
Jackson, WY 83001

TOWN: Town of Jackson  
ATTN: Town Manager  
P.O. Box 1687  
Jackson, Wyoming 83001

**17. Amendment or Modification.** GTSA acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.

**18. General Provisions.**

**A. No Partnership.** No partnership or joint venture is created by this MOU.

**B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming.

- C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Governmental Immunity. The Town does not waive its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G. Signatures. In witness thereof, the Parties to this MOU through their duly authorized representatives have executed this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this document.

Sk8 Jh, Inc. d/b/a Grand Teton Skating Association

By:  
Its:

Date \_\_\_\_\_

Town of Jackson, Wyoming

\_\_\_\_\_  
Pete Muldoon  
Mayor

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sandy Birdyshaw  
Town Clerk

Date \_\_\_\_\_

EXHIBIT A





# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** PLANNING & BUILDING

**PRESENTER:** PAUL ANTHONY

**MEETING DATE:** November 4, 2019

**SUBJECT:** TEMPORARY SIGN PERMIT – Laff Staff Show

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### STATEMENT/PURPOSE

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

### BACKGROUND/ALTERNATIVES

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

105 Buffalo Way, Albertson's during:  
February 2, 2020 to February 9, 2020  
March 1, 2020 to March 8, 2020  
April 5, 2020 to April 12, 2020  
May 3, 2020 to May 10, 2020

Section 6.5.1.C.4 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 in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Laff Staff Show may be installed at:  
105 Buffalo Way, Albertson's during:  
February 2, 2020 to February 9, 2020  
March 1, 2020 to March 8, 2020  
April 5, 2020 to April 12, 2020  
May 3, 2020 to May 10, 2020

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Off Square Theatre Co. 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. | ph: (307) 733-0440  
P.O. Box 1687 | [www.townofjackson.com](http://www.townofjackson.com)  
Jackson, WY 83001

Please go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.

### EVENT NAME:

Event Name: Laff Staff Show Physical Address of Event: Center for the Arts  
Description of Event: The 12th season of the Laff Staff improv comedy shows  
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name: OFF SQUARE THEATRE CO / THE LAFF STAFF

Mailing Address: PO Box 3434, Jackson, WY Phone: 216-389-0498  
nickstaron@hotmail.com ZIP: 83001  
E-mail: \_\_\_\_\_ Non-Profit: ☒ For Profit: ☐

### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                       |                                                                                       |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Albertsons</u>                                               | Business/Description: _____                                                           |
| Physical Address: <u>105 Buffalo Way</u>                                              | Physical Address: _____                                                               |
| Dates of Display: <u>Feb 2-9, Mar 1-8, April 5-12, May 3-10</u>                       | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                           | Business/Description: _____                                                           |
| Physical Address: _____                                                               | Physical Address: _____                                                               |
| Dates of Display: _____                                                               | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

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

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

Nicholas Staron

Applicant Name Printed

10/14/19

\_\_\_\_\_  
Date

Member

\_\_\_\_\_  
Title



20ft

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

5ft



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** PLANNING & BUILDING

**PRESENTER:** PAUL ANTHONY

**MEETING DATE:** November 4, 2019

**SUBJECT:** TEMPORARY SIGN PERMIT – Jackson Hole High School 2019-2020 School Ranking  
Information for Public View

### STATEMENT/PURPOSE

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

### BACKGROUND/ALTERNATIVES

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

105 Buffalo Way, Albertson's during:  
November 5, 2019 to November 9, 2019  
November 24, 2019 to December 7, 2019

Section 6.5.1.C.4 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 in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for JHHS may be installed at:  
105 Buffalo Way, Albertson's during:  
November 5, 2019 to November 9, 2019  
November 24, 2019 to December 7, 2019

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with JHHS 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. | ph: (307) 733-0440  
P.O. Box 1687 | www.townofjackson.com  
Jackson, WY 83001

Please go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.

### EVENT NAME:

Event Name: Jackson Hole High School Physical Address of Event: 1910 High School Road

Description of Event: 2019-2020 School Ranking Information for Public View

Grand Opening ☐ Yes ☒ No ☐

### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 568, Jackson WY

Phone: 307 732 3709

E-mail: mtisi@tcsd.org

ZIP: 83001

Non-Profit: ☒ For Profit: ☐

### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons

Business/Description: Albertsons

Physical Address: 105 Buffalo Drive

Physical Address: 105 Buffalo Drive

Dates of Display: Nov 5-9

Dates of Display: Nov 24-Dec 7

Consent from Owner Obtained? Yes ☒ No ☐

Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: \_\_\_\_\_

Business/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Dates of Display: \_\_\_\_\_

Dates of Display: \_\_\_\_\_

Consent from Owner Obtained? Yes ☐ No ☐

Consent from Owner Obtained? Yes ☐ No ☐

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

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

Mary Tisi

Applicant Name Printed

10/29/19

Date

Community Engagement Coord.

Title



# JACKSON HOLE HIGH SCHOOL

## Ranked #1

in the state of Wyoming  
in 2019 by US NEWS

|                       | 2013 | 2014 | 2015 | 2016 | 2018 | 2019 |
|-----------------------|------|------|------|------|------|------|
| Ranking<br>in Wyoming | #1   | #1   | #2   | #1   | #1   | #1   |

## YOUR COMMUNITY'S #1 RANKED WYOMING HIGH SCHOOL

that provides ALL students a high quality education



Our mission is to ensure that all students have the foundation for success  
and are challenged to reach their full potential.

[tcsd.org](http://tcsd.org) | 307.733.2704

Dimensions: 120" x 180"

13 oz. exterior grade banner stock



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** PLANNING & BUILDING

**PRESENTER:** PAUL ANTHONY

**MEETING DATE:** November 4, 2019

**SUBJECT:** TEMPORARY SIGN PERMIT – Holiday Bazaar

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### 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 three temporary banners to be located at:

25 S. Gros Ventre Street, Rendezvous Engineering during:  
November 17, 2019 to November 23, 2019

862 W. Broadway Avenue, Gun Barrel during:  
November 17, 2019 to November 23, 2019

105 Buffalo Way, Albertson's during:  
November 17, 2019 to November 23, 2019

Section 6.5.1.C.4 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 in three locations subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs for the Holiday Bazaar may be installed at:  
25 S. Gros Ventre Street, Rendezvous Engineering during:  
November 17, 2019 to November 23, 2019

862 W. Broadway Avenue, Gun Barrel during:  
November 17, 2019 to November 23, 2019

105 Buffalo Way, Albertson's during:  
November 17, 2019 to November 23, 2019

## SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Our Lady of the Mountains 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. | ph: (307) 733-0440  
P.O. Box 1687 | www.townofjackson.com  
Jackson, WY 83001

Please go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit) for process and other necessary information.

### EVENT NAME:

Event Name: OUR LADY OF THE MOUNTAINS HOLIDAY BAZAAR Physical Address of Event: 201 S. JACKSON ST. JACKSON 83001  
Description of Event: CRAFTS, SILENT AUCTION, BAKE SALE, LUNCHEON  
Grand Opening ☐ Yes ☒ No

### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 992, JACKSON WY 83001 Phone: 307-733-2516  
E-mail: Mary@carlsalerno.com ZIP: 83001  
jacksoncouncilofcatholicwomen@gmail.com Non-Profit: ☒ For Profit: ☐

### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                                                                  |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Business/Description: <u>Rendezvous Engineering</u>                                              | Business/Description: <u>Gun Barrel</u>                                                          |
| Physical Address: <u>25 S. Gros Ventre St</u>                                                    | Physical Address: <u>862 W. Broadway Ave</u>                                                     |
| Dates of Display: <u>Nov. 17-23, 2019</u>                                                        | Dates of Display: <u>Nov 17-23, 2019</u>                                                         |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: _____                                                                      |
| Physical Address: <u>105 Buffalo Way</u>                                                         | Physical Address: _____                                                                          |
| Dates of Display: <u>Nov 17-23, 2019</u>                                                         | Dates of Display: _____                                                                          |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            |

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

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

Applicant Name Printed

Date

Title





8x6 feet at Albertson's



3x4 ft at Rendezvous Engineering



3x5 ft at Gun Barrel



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Public Works

**PRESENTER:** Johnny Ziem

**MEETING DATE:** November 4, 2019

**SUBJECT:** To Award Bid# 20-07 for the Purchase of a New All Electric Sedan Vehicle

### STATEMENT/PURPOSE

The purpose of this item is to accept and award Bid# 20-07 for the purchase of a new All Electric Sedan for the Police Department (Code Enforcement).

### BACKGROUND/ALTERNATIVES

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson. When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

This vehicle will be purchased for and used by the Code Enforcement Officer in the Police Department. This division is responsible for providing enforcement for various portions of the municipal code.

| Dept | #    | Year | Type of Vehicle | Budgeted Cost | Total Miles | Avg Annual Miles | Combined MPG | % More Efficient (+/-) | Estimated Annual/Gal. Used | Estimated Annual/Gal. Avoided | Annual \$ per/Gal. \$2.45 | Estimated Annual Savings | Pds./CO2 Saved |
|------|------|------|-----------------|---------------|-------------|------------------|--------------|------------------------|----------------------------|-------------------------------|---------------------------|--------------------------|----------------|
| PD   | 1489 | 2007 | 1/2 TON 4X4     |               | 114,002     | 13,258           | 14.4         |                        | 921                        |                               | \$2,256.45                |                          |                |
| PD   | 1489 | 2020 | ALL ELECTRIC    | 41,000        |             | 13,258           | 119          | 726.4%                 | 0                          | 921                           | \$0.00                    | \$2,256.45               | 18,042         |

### COMPREHENSIVE PLAN ALIGNMENT

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 2.1 – Reduce consumption of non-renewable energy

### STAKEHOLDER ANALYSIS

The stakeholder's for this item are the Procurement Administrator (Public Works Fleet Manager) and the Division/Department receiving the procured vehicle. Conversations are held with each group to determine which vehicle procured will be the most fuel efficient and still fulfill the specifications needed to perform each Division's/Department's daily responsibilities.

### FISCAL IMPACT

We received one bid which is listed below. The one bid received was from Teton Motors, Jackson, WY. For the FY20 Budget, we show a budget of \$41,000.00 for the purchase of a new all electric sedan vehicle.

| Vendor                    | Vehicle Type              | Unit Cost    | Trade-in Value | Final Cost   |
|---------------------------|---------------------------|--------------|----------------|--------------|
| Teton Motors, Jackson, WY | All Electric Sedan (Bolt) | \$ 35,022.00 | \$ 5,800.00    | \$ 29,222.00 |

### STAFF IMPACT

Public Works staff will be impacted in additional labor hours, which are estimated to be 60 hours to ready the vehicle for service (radio, LED lights, gun locks, etc.).

### LEGAL REVIEW

Complete.

### ATTACHMENTS

Bid# 20-07 results

### RECOMMENDATION

Staff recommends the Town Council accept and approve Bid# 20-07 for the purchase of a new all electric sedan vehicle and award the bid to Teton Motors of Jackson, WY in the amount of \$29,222.00.

### SUGGESTED MOTION

I move to accept and approve Bid# 20-07 for the purchase of a new all electric sedan vehicle, subject to any minor revisions by the Town Attorney, and award the bid to Teton Motors of Jackson, WY in the amount of \$29,222.00.

# BID OPENING FORM

BID NUMBER: 20-07

PROJECT NAME: All Electric Sedan

OPENING DATE &  
TIME: 10-24-19 3<sup>15</sup>pm

OPENED BY: Eric & Sandy

| Name of Bidding Agency & City       | Proof of WY Residency | Number of Addendums Acknowledged | Bid Bond / Check | Model / Spec if applicable | Trade Info, if applicable | Bid Amount           | Returned Bid Bond / Check |
|-------------------------------------|-----------------------|----------------------------------|------------------|----------------------------|---------------------------|----------------------|---------------------------|
| 1<br>Teton Motors<br><br>Jackson WY |                       | No Exceptions                    | CK<br>\$1,461.10 | 2020 Chevy Bolt            | Before Trade              | 35,022 <sup>00</sup> |                           |
|                                     |                       |                                  |                  |                            | After Trade               | 29,222 <sup>00</sup> |                           |
| 2                                   |                       |                                  |                  |                            | Before Trade              |                      |                           |
|                                     |                       |                                  |                  |                            | After Trade               |                      |                           |
| 3                                   |                       |                                  |                  |                            | Before Trade              |                      |                           |
|                                     |                       |                                  |                  |                            | After Trade               |                      |                           |
| 4                                   |                       |                                  |                  |                            | Before Trade              |                      |                           |
|                                     |                       |                                  |                  |                            | After Trade               |                      |                           |
| 5                                   |                       |                                  |                  |                            | Before Trade              |                      |                           |
|                                     |                       |                                  |                  |                            | After Trade               |                      |                           |
| 6                                   |                       |                                  |                  |                            | Before Trade              |                      |                           |
|                                     |                       |                                  |                  |                            | After Trade               |                      |                           |



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** TRANSIT (START)

**PRESENTER:** Darren Brugmann

**MEETING DATE:** November 4, 2019

**SUBJECT:** Battery Lease with Proterra for Electric Buses

---

### STATEMENT/PURPOSE

The purpose of this item is to obtain Council authorization for the lease and warranty of the E2 Max [6] high voltage battery pack as further described: The high voltage (HV) Battery Pack consists of battery modules, cell monitoring circuit boards, a battery management system (BMS), busbars, current sensors, a manual service disconnect, a fuse, a thermal management system, and various hardware. The lease and warranty is with Proterra Inc, a Delaware corporation, with its principal place of business 1815 Rollins Road, Burlingame, CA 94010.

The batteries will be utilized to power the 8 Proterra Zero Emission vehicles scheduled for April 2020 delivery and during the life of the vehicles.

### BACKGROUND/ALTERNATIVES

The community has set a vision for the transportation system that ensures the preservation of the area's natural resources and in turn benefits the economic health of the entire region.

These 8 zero emission buses will replace standard diesel-powered vehicles that have been removed from service and de-commissioned. By replacing diesel powered vehicles with 100% electric powered, START will be providing reduced fuel emission fleet for the area's transit service that will allow the system to grow to meet the increasing demand for transit and reduce annual operating and maintenance costs.

The Transit Director applied for Federal Assistance to purchase zero emission (electric) buses in early 2018 to make this project possible. The Low- or No-Emission (Low-No) Grant program, which funds the deployment of transit buses and infrastructure that use advanced propulsion technologies allows for Communities across America to benefit from these investments in their transportation infrastructure. Eligible projects include the purchase of buses that are powered by modern systems such as hybrid or battery electric engines, as well as related infrastructure investments such as charging stations. On August 24, 2018, FTA announced the selection of 52 projects in 41 states, including START in Jackson, Wyoming.

Proterra was selected as our partner of choice. In previous Council action on October 7, 2019, the 8 buses (and chargers) were approved for purchase. In lieu of purchasing the batteries to operate the buses, a decision was made to lease the batteries over the 12 year life cycle of the vehicles, thus reducing the cost of the bus purchase. This reduced the purchase price of the buses by \$294,000 per bus.

Leasing the batteries lowers the upfront costs of zero-emission buses and put Proterra electric buses at roughly the same price as a diesel bus.

By decoupling the batteries from the sale of its buses, this enables START to purchase the electric bus and lease the batteries over the 12-year lifetime of the bus. As a result of the battery lease, the initial capital expense for the electric bus will be similar to a diesel or CNG bus, and START can utilize the operating funds previously earmarked for fuel to pay for the battery lease.



Additionally, under the 12-year battery lease, Proterra will own and guarantee the performance of the batteries through the life of the bus, decreasing our risk. The battery lease agreement also provides a performance warranty on the batteries and new batteries at mid-life to help START ensure they always have plenty of energy to meet our route needs and hedge against future replacement battery costs. This battery lease program removes one of the biggest barriers to electric bus adoption, and further allowed START to modernize our fleet faster and take a huge leap in achieving our community environmental impact goals sooner.

#### Battery lease Characteristics:

12 year/144-month lease contract

Fixed annual Base payment of \$52,500/monthly payment of \$4,375

-Provides 200,000 kWh annual throughput (E2 Max 6 Battery Packs)

-Calculated Base throughput cost of \$0.2625/kWh  $(\$52,500/200,000\text{kWh} = \$0.2625/\text{kWh})$

-Additional throughput cost of \$0.2625/kWh for throughput over 200,000 annual Base throughputs

Bus price reduced by \$294,000 for E2 Max 6 battery pack bus

12 years of battery warranty

-Battery warranty of 6 years/1,200,000 kWh throughput for both initial and midlife replacement battery

Automatic mid-life battery replacement earlier of end of 6 years/1,200,000 kWh throughput, whichever comes first

In Summary, why lease batteries vs. outright purchase?

- Purchase electric bus WITHOUT battery cost (\$294K)
- Near pricing parity with fossil fuel bus
- Lock in battery pricing and level payments during life of bus (batteries replaced after 6 years)
- 12 years of battery warranty, fresh batteries replaced at midlife
- Savings from lower fuel and operating costs offsets battery lease payments
- Faster full conversion to electric bus fleet

The project will help forward this ethic of conservation and stewardship through three basic strategies to increase the overall efficiency of the transportation system in a highly environmentally sustainable manner.

- 1) Reduce fuel use and carbon emissions by START operations
- 2) Reduce automobile trips in general
- 3) Increase fuel efficiency

### COMPREHENSIVE PLAN ALIGNMENT

Common Value 1 - Ecosystem Stewardship

Section 2: Climate Sustainability through Energy Conservation

Principle 2.1: Reduce consumption of non-renewable energy

Principle 2.3: Reduce Energy consumption through transportation

Integrated Transportation Plan (ITP) – Meets Goals of Section 7 – Multimodal Transportation

## STAKEHOLDER ANALYSIS

The START Board is committed to reducing emissions from the transportation sector and improving air quality in Teton County, through the introduction of zero emission electric buses to the START bus fleet. On June 14, 2018 the START Board formally committed to sharing the Jackson/Teton County Comprehensive Plan Value of ecosystem stewardship by supporting Section 2 of the plan as noted below in the Comprehensive Plan Alignment section of this staff report.

The entire Jackson Hole community will benefit from continued public transportation now powered by zero emission vehicles.

## FISCAL IMPACT

|                                                            |                                      |
|------------------------------------------------------------|--------------------------------------|
| Difference in Base Bus Pricing                             | (\$294,000) per bus                  |
| Materials and Workmanship Warranty                         | 12 Years/Unlimited miles             |
| 80% of Initial Usable Capacity Warranty (per Battery Pack) | 6 Years/200,000 kWh Throughput x's 2 |
| Mid-Life Battery Replace                                   | New Battery at end of 1st Six-Years  |
| Annual Cost (E2 4 Battery Packs) 12 Year Term              | \$52,500 per bus or \$4,375/month    |

The battery lease has not been allocated in FY20 budget as it was uncertain when START would take delivery of the buses. Buses are scheduled to be delivered in April 2020 at which time a budget amendment request will be requested after determining when buses would be put into service. The full impact of the battery lease will occur for FY21.

## STAFF IMPACT

Execution of the contract agreement will involve the Transit Director with assistance from Town Legal and Public Works department through the life of the vehicles.

## LEGAL REVIEW

The Town Attorney has worked directly with Transit Director and Proterra in review of this lease agreement.

## ATTACHMENTS

Battery Lease Agreement with Proterra, Inc.

## RECOMMENDATION

Staff recommends lease agreement approval to operate the purchase of 8 Buses. Delivery of buses and batteries is expected in April 2020.

## SUGGESTED MOTION

I move to approve the agreement with Proterra, Inc. for the lease of batteries to operate eight (8) Electric “Zero Emission” buses.

## **BATTERY LEASE AGREEMENT**

This BATTERY LEASE AGREEMENT (this “Lease”), dated as of \_\_\_\_\_, 2019 (the “Effective Date”), is entered into by and between PROTERRA INC, a Delaware corporation (“Proterra”; and in its capacity as lessor under this Lease Agreement, hereinafter referred to as “Lessor”), with a place of business located at 1815 Rollins Road, Burlingame, California 94010, and the Town of Jackson hereinafter Southern Teton Area Rapid Transit (“START”) and in its capacity as lessee under this Lease Agreement, hereinafter referred to as “Lessee”), with a principal administrative office located at PO Box 1687, 55 Karns Meadow Drive, Jackson, Wyoming 83001. Lessor and Lessee are sometimes individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to the terms of one or more separate sales contracts (including any lease related to any Charging Unit that is leased by Proterra instead of sold, each as amended, supplemented or otherwise modified from time to time, collectively, the “Sales Contract”) entered into between Proterra and START on or prior to the date hereof, Proterra as manufacturer of electric buses and related electric battery charging equipment has agreed to sell to START, and START has agreed to purchase from Proterra, Eight (8) E2Max (individually, a “Bus” and, collectively, the “Buses”),

WHEREAS, Proterra will sell (pursuant to separate lease provided by Proterra) to Lessee Nine (9) 125kW battery charging units (individually a “Charging Unit” and, collectively, the “Charging Units”) for use with the Buses, subject to the terms and conditions of the applicable Sales Contract;

WHEREAS, Proterra is a manufacturer of high voltage (HV) battery packs, which are a removable power source necessary for operation of the Buses; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, certain high voltage (HV) battery packs for use as a power source for the Buses (the “Batteries”), each as more particularly described on Exhibit A attached hereto and made a part hereof pursuant to the terms of this Lease (such leased Batteries and related equipment components being referred to herein collectively as the “Equipment”), pursuant to the terms of this Lease.

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

### **ARTICLE I** **DEFINITIONS**

Section 1.1 Definitions. For purposes of this Lease, unless the context requires otherwise, the following terms shall have the following meanings:

“Acceptable Use Parameters” has the meaning ascribed to such term in Section 10.3(d) and Exhibit C.

“Affiliate” means an entity which controls, is controlled by or is under common control with a Party. As used herein, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“Agreed Rent Adjustment” means the adjustment to any Monthly Base Rent as set forth in Section 6.1(b)

“Annual Base Rent” has the meaning set forth in Section 6.1(a).

“Annual Base Throughput” has the meaning set forth in Section 6.1(a).

“Annual Periods” means the consecutive one-year periods beginning on the Commencement Date and ending on the last day of the Term.

“Approvals” means all approvals, consents, permits, licenses and certificates, including all corresponding inspections and authorizations, required by any utility or governmental authority in connection with the transactions contemplated under this Lease.

“Bankruptcy Event” has the meaning set forth in Section 10.1(b).

“Base Rent” has the meaning set forth in Section 6.1(a).

“Batteries” has the meaning specified in the second Whereas clause of this Lease.

“Bus” or “Buses” has the meaning specified in the first Whereas clause of this Lease.

“Business Day” means a day other than Saturday, Sunday, or any day that banks in San Francisco, California, United States, and/or the jurisdiction in which the Lessee is located, are required or permitted to be closed.

“Casualty” has the meaning set forth in Section 5.2(a).

“Charging Units” has the meaning specified in the first Whereas clause of this Lease.

“Claim” has the meaning set forth in Section 8.1.

“Commencement Certificate” has the meaning set forth in Section 5.1(a).

“Commencement Date” means the date of execution and delivery by Lessee to Proterra of a Commencement Certificate following delivery of the Batteries to Lessee.

“Confidential Information” means information disclosed by a Party to the other Party under this Lease and may include, but is not limited to, trade secrets, physical samples, financial, business, sales or technical information, terms of agreements, negotiations or proposals, and such other information disclosed (a) in written or other tangible form and marked “Confidential” or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which the receiving Party should reasonably understand such information is to be treated as confidential, whether or not

marked “Confidential” or otherwise. For clarity, (i) “Confidential Information” includes the terms of this Lease and any information relating to the Equipment and its performance, and (ii) Lessee’s obligations regarding Lessor’s Confidential Information are limited to the extent that disclosure is required or permitted under Wyoming’s public records laws.

“Defaulting Party” has the meaning set forth in Section 10.1.

“Deliverables” means the Equipment, together with any and all ancillary equipment, peripherals, accessories, parts, supplies, software, hardware or other materials from time to time installed by or on behalf of Lessor in respect thereof as necessary or appropriate, as determined in the sole discretion of the Lessor, for the proper monitoring or operation of the Equipment.

“Dispute” has the meaning set forth in Section 12.1.

“Effective Date” has the meaning set forth in the Preamble.

“Environmental Laws” means all federal, state and local laws, statutes, ordinances and regulations (including the United States Code of Federal Regulations), now or hereafter in effect, in each case as amended or supplemented from time to time, relating to the regulation and protection of human health, safety, the environment and natural resources, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*), the Clean Air Act (42 U.S.C. 7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*) and the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*).

“Equipment” has the meaning specified in the fourth Whereas clause of this Lease and includes all alterations, modifications or improvements thereto and all replacements and substitutions in respect thereof.

“Force Majeure Event” means any act, event or condition beyond a Party’s reasonable control, including acts of God, fire, explosion, accident, floods, earthquakes, embargoes, epidemics, war, terrorism, nuclear disasters or other similar events.

“Hazardous Materials” means: (a) those substances included within the definitions of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes,” and “toxic pollutants,” as such terms are defined under the Environmental Laws; (b) petroleum and petroleum products; (c) asbestos and materials containing asbestos; (d) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (e) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation.

“Initial Battery” shall mean the initial Battery provided pursuant to this Lease upon the Commencement Date.



“Interconnection Facilities” means all necessary utility and telecommunications lines and conduits connecting the Charging Units to the Property and all related systems servicing the Property.

“Lease” has the meaning set forth in the preamble.

“Lender” has the meaning set forth in Section 14.9, and includes any successors or assigns.

“LIBOR” means the LIBO Screen Rate at approximately 11:00 a.m., London time, on the date of determination; provided that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “LIBOR” shall be the interest rate per annum reasonably determined by the Lessor.

“Lien” means, with respect to any asset, any mortgage, deed of trust, lien (statutory or otherwise), pledge, charge, security interest, hypothecation, collateral assignment or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to give a security interest in and any authorized filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

“Limited Operational Warranty” means that certain “Standard Limited Warranty for the Battery System” in respect of the Batteries running directly from Manufacturer in favor of Lessee, providing that the Batteries will, at all times during the coverage period of such warranty, have an aggregate capacity of equal to or greater than Eighty percent (80%) of the original usable capacity of the Batteries as measured by Manufacturer, as further described and subject to the conditions (including, without limitation, the duration of said warranty) set forth on Exhibit B attached hereto and made a part hereof. The Limited Operational Warranty in the form of Exhibit B attached hereto and made a part hereof shall be provided by the Manufacturer to Lessee with respect to the Initial Battery and with respect to any Replacement Batteries (as defined below) that are made available by Manufacturer to Lessee under this Lease after the Commencement Date.

“Losses” means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder.

“Manufacturer” means Proterra in its capacity as manufacturer of the Buses and/or the Equipment as the context applies.

“Monthly Base Rent” has the meaning set forth in Section 6.1(a).

“Outside Warranty Service” has the meaning set forth in Section 5.1(d).

“Property” means the following locations (either owned or leased by Lessee) where Charging Units will be stored or located on the Effective Date: 55 Karns Meadow Drive, Jackson, Wyoming 83001, and thereafter such other address or addresses in Jackson, Wyoming 83001 as Lessee designates in a writing given by Lessee to Lessor.

“Proprietary Rights” means patents, trademarks, copyrights, trade secrets and any other intellectual or proprietary rights.

“Purchase Option” shall have the meaning specified in Section 10.4(b).

“Purchase Option Consideration” shall have the meaning specified in Section 10.4(b).

“Rent” means each of the Monthly Base Rent, together with any Rent Adjustments.

“Rent Adjustments” has the meaning set forth in Section 6.1(b).

“Rental Payments” means all payments of Rent required to be paid by Lessee to Lessor pursuant to the terms of this Lease.

“Replacement Battery” has the meaning set forth in Section 3.1(b).

“Routine Maintenance” has the meaning set forth in Section 5.1(c).

“Sales Contract” has the meaning specified in the first Whereas clause of this Lease, and includes any and all amendments, supplements or other modifications thereto.

“Stipulated Loss Value” shall mean with respect to any Equipment as of any date of determination, an amount equal to the sum of (a) any unpaid Rental Payments with respect to such Equipment that are then due and unpaid, *plus* (b) an amount equal to the aggregate amount of all remaining Rental Payments in respect of Base Rent for such Equipment during the entire Term (calculated without giving effect to any termination of this Lease) that would otherwise be payable pursuant to this Lease, discounted to present value at a discount rate equal to LIBOR plus 100 bps, *plus* (c) an amount equal to the amount that would be payable by Lessee under this Lease Agreement with respect to such Equipment if Lessee were to have exercised its Purchase Option, if any, with respect to such Equipment.

“Storage Site” means the storage facility or other locations where the Buses are to be kept or stored when not in use, which shall be 55 Karns Meadow Drive, Jackson, Wyoming 83001 as of the Effective Date, and thereafter such other address or addresses in Jackson, Wyoming 83001 as Lessee designates in a writing given by Lessee to Lessor.

“Term” has the meaning set forth in Section 2.1.

“Throughput Rent Adjustment” means the additional rent calculated in accordance with Section 6.1(b).

“Total Loss” has the meaning set forth in Section 5.2(a).

“UCC” or “Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect in the State of California or in any other applicable jurisdiction as the context requires; and any reference to an article (including Article 2A) or section thereof shall mean the corresponding article or section (however termed) of any such applicable version of the Uniform Commercial Code.

“Warranty Failure” has the meaning set forth in Section 10.4(a).

## **ARTICLE II**

### **TERM; NET LEASE**

- Section 2.1 Lease Term. This Lease shall commence on the Commencement Date and conclude on the twelfth (12<sup>th</sup>) anniversary of the Commencement Date (the “Term”), unless terminated in accordance with the provisions of Article X.
- Section 2.2 Net Lease. This Lease is a fully net lease contract and Lessee acknowledges and agrees that, upon and after the Commencement Date, its obligations to pay all Rental Payments and other amounts due and owing and perform its obligations hereunder shall be primary, absolute, unconditional, independent and irrevocable and shall not be subject to or affected by (i) any circumstance whatsoever, including, without limitation, any setoff, counterclaim, recoupment, abatement, suspension, reduction, rescission, defense or other right otherwise available to Lessee; or (ii) any defect in the title, merchantability, condition, design, operation or fitness for use of, or any damage to, removal, abandonment, requisition, taking condemnation or loss or theft or destruction of, the Equipment, or any interference, interruption, restriction, curtailment or cessation in or prohibition of the use or possession thereof by the Lessee or any other person for any reason whatsoever. Lessor is not responsible to install (except to the extent expressly provided for herein), test, repair, service, or maintain any Equipment or Deliverables.

## **ARTICLE III**

### **EQUIPMENT AND OTHER DELIVERABLES**

Section 3.1 Ownership; Disclaimer of Interest.

(a) The Parties agree that the Equipment and any Deliverables do not constitute real property or fixtures, regardless of the manner in which the Equipment or Deliverables are installed. The Parties further agree that title to the Equipment and any Deliverables is and shall at all times remain with Lessor for all purposes, subject to Lessee’s right to, in certain circumstances, purchase the Equipment at the end of the Term as provided in Section 10.4(b). Accordingly, Lessor has and will continue to retain throughout the Term all benefits as the sole and exclusive owner of the Deliverables (subject to the right of Lessee to use the Deliverables during the Term as provided for below in this Lease). Lessee shall be solely liable for any taxes attributable to ownership of the Equipment, except to the extent that Lessee can demonstrate that it is tax exempt.

(b) EXCEPT FOR THE RIGHTS EXPRESSLY GRANTED TO LESSEE IN THIS LEASE AND IN THE LIMITED OPERATIONAL WARRANTY, LESSEE EXPRESSLY (I) DISCLAIMS AND WAIVES ANY RIGHTS IT MAY HAVE AT LAW OR IN EQUITY WITH RESPECT TO ANY OF DELIVERABLES, INCLUDING ANY CLAIMS FOR BREACH OF WARRANTY (OTHER THAN THE LIMITED OPERATIONAL WARRANTY) AND (II) DISCLAIMS ANY WARRANTY (OTHER THAN THE LIMITED OPERATIONAL WARRANTY) WITH RESPECT TO ANY OF THE EQUIPMENT, EXPRESS OR IMPLIED OR OTHERWISE ARISING AS A MATTER OF LAW OR OTHERWISE. LESSEE

ACKNOWLEDGES AND AGREES THAT THE TERM OF THE LIMITED OPERATIONAL WARRANTY IS LIMITED IN DURATION AS EXPRESSLY SET FORTH THEREIN AND LESSOR SHALL HAVE NO OBLIGATION TO LESSEE THEREUNDER UPON THE EXPIRATION OF THE TERM OF SAID WARRANTY. Lessor shall have no liability or obligation to Lessee under the Limited Operational Warranty other than, during the time in which such warranty remains in effect, (i) to either replace, repair or substitute, at Lessor's sole option, any such Battery (or one or more packs within a Battery as determined by Lessor in its sole discretion as necessary to meet the Limited Operational Warranty) not meeting the above Warranty (as such term is defined in the Limited Operational Warranty) with another Battery (or one or more packs within a Battery as determined by Lessor in its sole discretion as necessary to meet the Limited Operational Warranty) that meets such Warranty terms, and (ii) to replace the Initial Battery with a replacement Battery (referred to herein as a "Replacement Battery") on the earlier of (a) six (6) years after the Commencement Date, or (b) the date that the Initial Battery has accumulated 200,000 kWh of gross discharge throughput per Battery pack; provided, that Lessor will have no liability to Lessee under the Limited Operational Warranty where Lessor is not the Manufacturer. The Replacement Battery shall be covered by the Limited Operational Warranty. For the avoidance of doubt, Lessee understands and agrees that, if the Limited Operational Warranty for a Replacement Battery leased hereunder expires prior to the expiration of the Lease (e.g. either six (6) years elapses from its installation date or it accumulates 200,000 kWh of gross discharge throughput per Battery pack), such Replacement Battery shall remain subject to the terms of this Lease for the remainder of the Term.

(c) In addition to and not in limitation of the other covenants provided in Article VII, Lessee agrees not to grant or allow any Liens on any of the Equipment or Deliverables.

(d) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, IN ANY CASE WHERE THE LESSOR IS NOT THE MANUFACTURER (E.G. WHERE ORIGINAL LESSOR HAS ASSIGNED THIS LEASE), LESSOR SHALL NOT BE LIABLE OR OBLIGATED UNDER THE LIMITED OPERATIONAL WARRANTY AND, IN SUCH CASE, LESSEE SHALL LOOK SOLELY TO THE MANUFACTURER WITH RESPECT TO ANY ENFORCEMENT OF THE LIMITED OPERATIONAL WARRANTY.

### Section 3.2 Proprietary Rights; License.

(a) All Proprietary Rights in and to the Deliverables shall at all times remain the sole and exclusive property of Lessor. Lessee acknowledges that it may learn certain proprietary information due to its possession of the Deliverables and agrees that such information shall be deemed Lessor's Confidential Information, to the maximum extent provided for under Wyoming law, and Lessee's use thereof shall be in accordance with Section 14.7 and Wyoming state law.

(b) Lessor hereby grants to Lessee, during the Term, a limited, non-exclusive, royalty-free license under Lessor's Proprietary Rights solely as necessary to make use of the Deliverables in connection with the operation of the Buses, in each case solely in connection with the lease of the Equipment as contemplated under this Lease.

Section 3.3 Lessee Obligations Regarding the Deliverables.

(a) Lessee shall keep the Buses and the Deliverables secure at all times to the same extent it keeps its own personal property of similar value secure, but in no event shall Lessee provide less than a reasonable level of security for the Buses and Deliverables.

(b) Lessee shall, upon becoming aware, notify Lessor immediately of any issues or potential issues affecting any of the Deliverables, including any evidence of malfunction or potential threat to any of the Deliverables.

(c) Lessee shall not remove, tamper with or alter in any way any labels or markings on any of the Equipment or other Deliverables without Lessor's prior written consent.

Section 3.4 Damage to Deliverables. If Lessee, its contractors, employees or other agents damage, lose or misuse any of the Deliverables, or fail to comply with their obligations under this Agreement and such failure results directly or indirectly in any damage, loss or misuse of the Deliverables, Lessee shall be liable to Lessor for the cost of all required repairs and replacements to the Deliverables, including all costs of Lessor incurred in connection with diagnosing the Deliverables. Any amounts payable by Lessee pursuant to this Section 3.4 shall be due within thirty (30) Business Days of Lessee's receipt of any corresponding invoice from Lessor.

**ARTICLE IV**  
**PROPERTY AND STORAGE SITE**

Section 4.1 Access Rights. Lessee hereby grants to Lessor, its subcontractors and agents the right and/or license to access the Buses, the Property and the Storage Site for purposes of inspecting the Equipment (and any Charging Units used with the Equipment), and following any breach or event that gives rise to a right of termination of this Lease in favor of Lessor pursuant to Article X or any termination of this Lease, for the purpose of de-installing, rendering inoperable and/or removing any of the Deliverables, in each case solely during Lessee's normal business hours or as otherwise mutually agreed between the Parties. For clarity, the foregoing access rights include access to any Interconnection Facilities to the extent necessary or required by Lessor to conduct such inspection. Lessee further consents and agrees that Lender shall be granted access to the Buses, the Property and the Storage Site for the purpose of inspecting and/or, following any breach or event that gives rise to a right of termination of this Lease in favor of Lessor pursuant to Article X or any termination of this Lease, de-installing, rendering inoperable and/or removing any of the Deliverables during Lessee's normal business hours or as otherwise mutually agreed between the Parties.

Section 4.2 Maintenance. At all times during the Term, Lessee shall maintain the Buses, the Property and the Storage Site, in a clean and safe condition free of any obstructions or hazards that may endanger any of the Deliverables or otherwise violate Lessee's obligation under this Lease to protect and maintain the Equipment and Deliverables.

Section 4.3 Change in Conditions. Lessee shall promptly notify Lessor of any material plans to alter the Buses, the Property or the Storage Site or to change its operations at the Property or the Storage Site that could impact the operation or maintenance of any of the Deliverables. Notwithstanding the foregoing, Lessee shall provide Lessor at least thirty (30) Business Days' notice prior to implementing any such changes; provided, however, that any changes (other than those necessary to address emergency, safety or structural concerns) which could damage or otherwise adversely impact the operation, repair, replacement, removal or maintenance of any of the Deliverables shall be subject to Lessor's prior written consent.

## **ARTICLE V**

### **MAINTENANCE; RETURN OF DELIVERABLES; RISK OF LOSS; TAXES**

#### **Section 5.1 Installation; Servicing; Maintenance; Return of Equipment; Etc.**

(a) Installation. Lessor shall install, or cause to be installed, the Equipment and other Deliverables on the Buses to be delivered to Lessee pursuant to the Sales Contract on or prior to the Commencement Date. Lessee shall, within twenty-one (21) days (or, if earlier, the date of its acceptance of the Buses under the related purchase contract) of delivery of the Equipment, evidence its acceptance of the Equipment by executing and delivering to Lessor a commencement certificate (the "Commencement Certificate") in substantially the form attached hereto as Exhibit D. By executing and delivering the Commencement Certificate to Lessor, Lessee represents and warrants that it has inspected the Equipment and it irrevocably accepts the Equipment. In the case of any required installation of any Deliverables (including any replacement or substitute Equipment in order for Lessor to honor the Limited Operational Warranty during the applicable warranty term as set forth in said warranty) on or following the Commencement Date, Lessee shall make available to Lessor, or a third party designated by Lessor, the Buses and a mutually satisfactory lay-down and staging area for such installation, and shall provide to Lessor all information reasonably requested by Lessor to safely, efficiently and effectively accomplish such installation.

(b) Servicing. During the Term, Lessor shall have no obligation to service, replace, substitute, refurbish, repair or remove any of the Equipment, except in the case where Lessor is also the Manufacturer to the extent provided, and subject to the terms and conditions set forth, in the Limited Operational Warranty. Lessee acknowledges and agrees that any such services shall be provided by the Manufacturer pursuant to, and subject to the terms and conditions of, the Limited Operational Warranty. Lessee shall be responsible for contacting Manufacturer to enforce the Limited Operational Warranty, provided that Lessee shall promptly notify Lessor of any such shortfalls under the Limited Operational Warranty. Lessee hereby indemnifies and holds harmless Lessor in connection with any claims relating to the Equipment relating to any default by Manufacturer to uphold the Limited Operational Warranty, and acknowledges that in the event of such a default by Manufacturer under the Limited Operational Warranty, Lessee's sole remedy shall be as described in Section 10.4 and in no event shall Lessee be relieved of its obligation to pay Rent under this Lease. Lessee shall have no right to suspend performance of, terminate, or setoff against any its Rental Payment obligations under this Lease as a result of any failure of Manufacturer to perform any services or failure of any Equipment to meet the Limited Operational Warranty, but Lessee's sole recourse in any such case shall be to pursue a claim against



Manufacturer under the Limited Operational Warranty to the extent such claim is applicable and otherwise valid under the terms of said warranty.

(c) Maintenance. During the Term, Lessee shall, at its own cost and expense, and in accordance with all manufacturer maintenance specifications as set forth in the maintenance manual provided by Manufacturer to Lessee on or prior to the Commencement Date, (i) keep the Equipment in good repair, condition, operating order and appearance, (ii) make all necessary adjustments, repairs and replacements, (iii) not use or permit the Equipment to be used for any purpose for which the Equipment is not designed or reasonably suitable, and (iv) maintain the Equipment and other Deliverables, so as to keep each such item in good repair and operating order (ordinary wear and tear excepted) in the same condition and appearance as when delivered to the Lessee, provided that (A) Lessee shall not perform any adjustments, repairs, replacements or maintenance in respect of the Equipment other than Routine Maintenance (as defined below), and (B) Lessee shall request that Manufacturer be engaged to perform any and all adjustments, repairs, replacements or maintenance (other than Routine Maintenance as defined below) in respect of the Equipment in accordance with Section 5.1(d), if Outside Warranty Services (as defined below), and otherwise for such items covered by the Limited Operational Warranty, in accordance with the terms and conditions of the Limited Operational Warranty. As used herein, the term “Routine Maintenance” means the maintenance and inspections as described in Schedule 5.1(c) attached hereto and made a part hereof. For the avoidance of doubt, Routine Maintenance required to be performed by the Lessee hereunder shall not include the installation of any replacement parts, mechanism or devices on or to the Equipment. As part of any service or maintenance requested to be provided by Manufacturer, either under the Limited Operational Warranty, if applicable, or pursuant to Section 5.1(d), Manufacturer will conduct an initial inspection of the Batteries which are the subject of such maintenance, servicing, replacement and/or repair request by Lessee to determine the scope of such required maintenance, servicing, replacement and/or repair and whether covered by the Limited Operational Warranty, and will notify Lessee of the results of such initial inspection and whether any such required maintenance, servicing, replacement and/or repairs is covered by the Limited Operational Warranty or constitutes Outside Warranty Services; it being understood and (1) if such required maintenance, servicing, repair and/or replacement is covered by the Limited Operational Warranty, then the costs of conducting such inspection and the related maintenance and/or repairs, as applicable, shall be borne by Manufacturer, and (2) if such required maintenance and/or repair is not covered by the Limited Operational Warranty, then the costs of conducting such initial inspection and the related maintenance, servicing, repair and/or replacement costs, as applicable, shall be borne by Lessee.

(d) Repairs and Out of Warranty Service. Lessee agrees to engage the Manufacturer as the exclusive Service Provider to provide any service, maintenance (other than Routine Maintenance conducted in accordance with Manufacturer’s guidelines and specifications as provided by Manufacturer to Lessee, including the maintenance manual provided by Manufacturer to Lessee on or prior to the Commencement Date), repairs or replacement that are not covered by the Limited Operational Warranty (such services referred to herein as collectively “Outside Warranty Services”). Lessee shall contract separately with the Manufacturer to provide such Outside Warranty Services as needed and to pay Manufacturer the invoiced amount for all such Outside Warranty Services at its standard rates (or in case of any replacement of equipment at its standard market prices) then being offered by the Manufacturer to its customers for similar services and replacement equipment, it being understood that the Manufacturer will be the exclusive

provider of any services that are covered by the Limited Operational Warranty and any Outside Warranty Services. Notwithstanding the foregoing, if the Manufacturer is unwilling to provide any Outside Warranty Services (other than due to failure or refusal of Lessee to pay for such services) within a reasonable time after request for such Outside Warranty Services, then Lessee may engage another qualified service provider, at Lessee's sole cost and expense, to perform such Outside Warranty Services upon approval by Lessor (such approval not to be unreasonably withheld or delayed). To the extent such Outside Warranty Services or any servicing or maintenance covered under the Limited Operational Warranty includes the provision of any replacement parts, mechanisms or devices, such items upon installation by Manufacturer shall immediately become a part of the Equipment for all purposes hereunder and title thereto shall vest in Lessor.

(e) Notice of Damage or Loss. Lessee shall immediately notify Lessor in writing of all details concerning any damage or loss to the Equipment or Deliverables, including without limitation, any damage or loss arising from the alleged or apparent improper manufacture, functioning or operation of the Equipment.

(f) Return of Equipment. Upon any termination of this Lease prior to the end of the Term (including, without limitation, any termination pursuant to Section 10.3), Lessor shall, at its own expense upon the expiration of the Term or at Lessee's expense upon a termination of this Lease by Lessor for cause, remove the Equipment from the Bus. If Lessor does not remove such Equipment upon expiration or termination of the Lease, Lessee shall provide notice thereof to Lessor. If, following thirty (30) Business Days from such notice, Lessor has not removed the Equipment, Lessee may, with pre-paid shipment costs provided by Lessor, remove and ship the Equipment and Deliverables to Lessor at the location within the continental United States designated by Lessor. Upon any such required return, the Equipment and Deliverables shall be in the same operating order, repair, condition and appearance as on the Commencement Date, except for reasonable wear and tear from proper use thereof. For the avoidance of doubt, the return obligations provided for above in this Section 5.1(f) shall not apply where Lessee has validly exercised the Purchase Option.

(g) Compliance with Laws; Manufacturer Guidelines; Etc. With respect to Lessee's use and maintenance of the Equipment and Deliverables, Lessee shall comply with all present and future federal, state, regional and municipal laws, statutes, ordinances, regulations, rules, judicial and similar requirements of all federal, state, regional and municipal governmental agencies, bodies or officials or other governmental entities with legal authority pertaining to the protection of human or wildlife health and safety or the environment, including, without limitation, all Environmental Laws. Further, Lessee shall comply with all Manufacturer's instructions, guidelines and warranty requirements, and with the conditions and requirements of all policies of insurance with respect to the Equipment and this Lease.

(h) Monitoring Equipment. Lessee acknowledges and agrees that Lessor may from time to time install on the Buses or the Equipment, at its sole cost and expense, battery monitoring equipment in furtherance of and for purposes of monitoring the Equipment or otherwise for Lessor's internal purposes. Lessor shall provide Lessee with reasonable advance notice of any required installation of any such monitoring equipment, which notice shall provide reasonable detail regarding the proposed installation schedule and expected approximate timing for

completion. Lessee acknowledges and agrees that the rent obligations, including any rental adjustments, and the warranty obligations, hereunder, shall be calculated and determined by the throughput and other data collected by Lessor's monitoring equipment installed on the Buses or the Equipment. Lessor agrees to share the data collected from the monitoring equipment so installed with Lessee to the extent necessary to verify such calculations of rent and warranty obligations (and, for the avoidance of doubt, Manufacturer hereby consents to such sharing).

## Section 5.2 Risk of Loss.

(a) During the Term and during any period prior to or after the Commencement Date during which the Equipment and Deliverables are in the possession or control of Lessee following the initial delivery thereof by Lessor to Lessee, Lessee hereby assumes and shall bear all risk of loss for theft, damage, loss or destruction to any of the Equipment or other Deliverables (hereafter, such loss, damage or destruction to the Equipment and/or any Deliverables shall be referred to as a "Casualty"), howsoever caused (whether occurring by reason act of god, with or without the fault of Lessee or for any reason whatsoever), including, without limitation, in each case, to the extent resulting from any misuse of the Deliverables by Lessee or failure to comply with any Acceptable Use Parameters, and/or Lessee's failure to otherwise comply with its covenants and other obligations in respect of the Deliverables, the Charging Units or the Buses as set forth in this Lease, excluding ordinary wear and tear within the operational parameters set forth herein. NO SUCH CASUALTY SHALL IMPAIR ANY OBLIGATION OF LESSEE UNDER THIS LEASE, WHICH OBLIGATION, INCLUDING TIMELY RENTAL PAYMENTS, SHALL CONTINUE IN FULL FORCE AND EFFECT EXCEPT WITH RESPECT TO THE EQUIPMENT FOR WHICH LESSEE HAS PAID THE STIPULATED LOSS VALUE AS SET FORTH BELOW. Lessee shall promptly (within seven (7) Business Days of the occurrence) notify Lessor in writing of the occurrence of any Casualty to the Equipment or Deliverables or any portion thereof. Lessee shall request that the Manufacturer in accordance with Section 5.1(d) or in accordance with the Limited Operational Warranty to, at Lessee's sole cost and expense unless such repair is covered by a valid warranty claim under the Limited Operational Warranty, promptly (and in any event, within twenty (20) Business Days of occurrence) repair the Equipment or Deliverables, as applicable, or damaged portion thereof, placing it back in as good or better condition and working order as before such Casualty, assuming the Equipment or Deliverables, as applicable, have been properly maintained as required herein, unless it is uneconomical to repair the Equipment or portion thereof or the Equipment or portion thereof is unfit for normal use, in which case it shall be deemed to be a total loss ("Total Loss"). In the event of a Total Loss, Lessee shall, at Lessor's option, either (a) replace the Equipment or applicable portion thereof with like-kind property of equal value, purchased from Manufacturer and acceptable to Lessor, transfer title to the same to Lessor free and clear of any claims, liens, security interests or other encumbrances, whereupon such replacement property shall be deemed Equipment hereunder, and continue to pay all obligations without interruption, or (b) pay to Lessor the Stipulated Loss Value for the Equipment or applicable portion thereof, in which case under this clause (b), upon receipt of all such payments by Lessor from Lessee in immediately available funds, title to the Equipment which is the subject of such Total Loss shall be transferred by Lessor to Lessee and this Lease shall cease to apply to any such Equipment. To the extent Lessee receives any insurance proceeds under any insurance policies of Lessee required under Article XI covering the Equipment, such proceeds will be retained by Lessee and applied to satisfy its repair and replacement obligations under this Lease, except in the case of any Total Loss of any Equipment, in which case such proceeds shall

immediately upon receipt thereof by Lessee be paid to Lessor and applied to the Stipulated Loss Value payment obligation owing by Lessee to Lessor as a result of such Total Loss, and no such loss, theft, destruction, or damage to any Deliverables will impose any obligation on Lessor to replace, substitute or repair any such Deliverables, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

(b) In any case where the Lessor is not the Manufacturer, the provisions of Section 5.2(a) shall not impair or relieve the Manufacturer of (i) any obligation to repair any damage to the Equipment or Deliverables to the extent such damage is covered pursuant to the terms and conditions of the Limited Operational Warranty and a valid warranty claim has been timely submitted by Lessee to Manufacturer pursuant to the Limited Operational Warranty, and (ii) any applicable indemnity obligation of Manufacturer under Section 8.1.

### Section 5.3 Taxes.

(a) Unless not permitted by law, Lessee shall (i) file directly with all appropriate taxing authorities all declarations, returns, inventories and other documentation with respect to any personal property taxes (or any other taxes in the nature of or imposed in lieu of property taxes) due or to become due with respect to the Equipment or this Lease, and (ii) if not so permitted by law, to promptly notify Lessor and provide it with all information required in order for Lessor to timely file all such declarations, returns, inventories, or other documentation, and (iii) to pay on or before the date when due all such taxes assessed, billed or otherwise payable with respect to the Equipment directly to the appropriate taxing authorities.

(b) Lessee shall be responsible for identifying and paying, and shall indemnify Lessor for, all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed with respect to this Lease, the transactions and payments contemplated by this Lease and the Equipment; including, without limitation, all state or local taxes, other governmental fees or charges (other than any income taxes applicable to Lessor) are now or hereafter imposed upon Lessor as a result of this Lease, the transactions and payments contemplated hereunder and the Equipment, such taxes, fees and charges shall be paid by Lessee promptly following written notice by Lessor to Lessee of the imposition of any such taxes, fees or charges.

(c) The obligations set forth in Subsections 5.3(a) and (b) shall not apply to Lessee if Lessee is tax exempt and Lessee provides documentation of such tax exemption to Lessor.

## ARTICLE VI RENT

### Section 6.1 Rent.

(a) Base Rent. In consideration of the lease of the Equipment hereunder, Lessee shall pay to Lessor an annual rent of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) per Battery (“Annual Base Rent”), payable in equal monthly payments (such monthly payments, the “Monthly Base Rent”) based on kWh usage of Two Hundred Thousand (200,000) kWh throughput per Battery per year (“Annual Base Throughput”) plus any applicable Rent Adjustment as provided below.

(b) Additional Rent. In the event that the kWh throughput of any Battery for any Annual Period during the Term exceeds the Annual Base Throughput, for each kWh in excess of the Annual Base Throughput, Lessee shall pay to Lessor as additional rent (which shall be in addition to the Monthly Base Rent) of Twenty Six cents (\$0.26) per kWh throughput per Battery in excess of the Annual Base Throughput (“Throughput Rent Adjustment”), which additional rent shall be due and payable annually as provided in Section 6.1(c) below. Lessee acknowledges that the Throughput Rent Adjustment will be calculated by Lessor based on the data it collects from the Batteries and absent manifest error the determination by Lessor shall control. The Monthly Base Rent may be increased only through mutual written agreement of the Parties (“Agreed Rent Adjustment” and, together with Throughput Rent Adjustment, “Rent Adjustments”). Any such Throughput Rent Adjustments are intended to compensate Lessor for any diminution in the value of the Batteries due to excessive throughput during the Term, but the payment thereof shall not impair the ability of Lessor to assert and recover on any indemnity claims under Section 3.4, Section 8.2 or any other applicable provision in this Agreement for any additional damages, liability or costs to Lessor, including, without limitation, for any damage or loss with respect to the Equipment or for any failure by Lessee to at any time adhere to the Acceptable Use Parameters.

(c) Monthly Base Rent shall be due and paid by no later than the first Business Day of each month with the first such payment commencing on \_\_\_\_\_.<sup>1</sup> Any Throughput Rent Adjustment applicable to any Bus for any Annual Period shall be due and payable by Lessee to Lessor annually by no later than the fifth (5) Business Day following receipt of an invoice therefor from Lessor, to be delivered annually (or, if this Lease is terminated prior to the end of any such term, within fifteen (15) Business Days following such termination date). Any Agreed Rent Adjustment shall be due and payable on the dates specified by the Parties in the written agreement evidencing such Agreed Rent Adjustments, with the payment by Lessee to Lessor of all such Monthly Base Rent and Rent Adjustments to be made by check pursuant to the following instructions (or to such other account as Lessor may notify Lessee in writing at any time on or after the date of this Lease):

Proterra Inc.  
Attn: Accounts Receivables  
1 Whitlee Court  
Greenville, SC 29607

(d) On an annual basis, Lessor shall provide Lessee with an invoice setting forth any Agreed Rent Adjustments and/or any applicable Throughput Rent Adjustments incurred during the prior year, provided that the failure of Lessor to timely provide such invoice shall not relieve Lessee of its obligation with respect to any such Agreed Rent Adjustment or Throughput Rent Adjustments. In the event Lessee disputes in good faith any invoiced amount in respect of a Rent Adjustment, Lessee shall pay the undisputed portion of such invoice by the due date notwithstanding such Dispute. Following the resolution of any Dispute pursuant to Article XII, Lessee or Lessor shall make outstanding payments or reimbursements, as the case may be, if any, within twenty (20) Business Days of such resolution.

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<sup>1</sup> To refer to the first business day of the month following delivery and acceptance of the leased Equipment.

(e) If Lessee does not pay any amount payable to Lessor under this Lease within 10 Business Days after the due date, Lessee shall pay to Lessor a late charge equal to the lower of (i) the maximum amount allowed by law, and (ii) three percent (3%) of the late payment amount. Payment of any late charge does not excuse Lessee of any default under this Lease.

Section 6.2 Payments Free of Withholding; Setoff. All payments in respect of the Rent shall be made free of any withholding, deduction or setoff by Lessee, all of which are hereby waived. Lessee agrees to deliver to Lessor any customary tax forms as requested in order to ensure payments are made free of withholding.

## **ARTICLE VII**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Section 7.1 Mutual. Each Party represents, warrants and covenants to the other Party that: (a) it is a legal entity, duly organized, validly existing, and in good standing; and (b) the execution, delivery and performance of this Lease (i) is within its powers, (ii) has been duly authorized by all requisite action, (iii) is legal, valid, binding and enforceable against it, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally, and (iv) will not violate any law, rule, regulation, agreement, lease, contract or other document to which it is a party or by which any of its assets may be bound or affected.

Section 7.2 By Lessee. Lessee further represents, warrants and covenants to Lessor that:

(a) it is the sole and exclusive owner of the Buses, the Charging Units, the Property and the Storage Site;

(b) the Buses and the Storage Site are free of any Hazardous Materials as of the Effective Date, and Lessee will not introduce any Hazardous Materials to the Buses or the Storage Site at any time during the Term; in each case, except for any Hazardous Materials used or stored in the ordinary course of business of Lessee to the extent such storage, use, amounts or concentrations of such Hazardous Materials do not constitute a violation of any applicable Environmental Laws.

(c) Lessee will at all times during the Term (i) continue to display the Manufacturer's logo and name on the Buses and Charging Units in the form provided by Manufacturer to Lessee, (ii) comply with any and all required training and certification of its bus drivers, and all operation and maintenance guidelines of Manufacturer regarding the Buses and/or the Charging Units, in each case as set forth in or required pursuant to the applicable Sales Contract, and (iii) engage Manufacturer as the sole and exclusive provider of maintenance and repair services with respect to the Equipment in accordance with Section 5.1(d).

(d) Lessee has appropriated funds sufficient in amount to make all Rental Payments required under this Lease through June 30, 2020. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the remaining Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. As long as Lessee



continues to have appropriated funds to make all Rental Payments required under this Lease throughout the Term, Lessee will keep this Lease in effect through the entire Term and make all payments required herein. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has a need for the Batteries to be included in the Buses which are the subject of this Lease for the entire Term to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Batteries to be included on the Buses for the duration of the Term. Lessee shall make reasonable efforts to appropriate funds as necessary to allow Lessee to continue to make all Rental Payments required under this Lease; provided, however, if the appropriation of funds by Lessee necessary to make Rental Payments under this Lease ceases to continue, Lessee shall promptly (but in any event within 30 days prior to the date such cessation of appropriations would take effect) notify Lessor of such cessation and this Lease will terminate in accordance with Section 10.2(b) and Lessee will pay to Lessor the fees and other amounts specified in Section 10.2(b).

(e) Lessee understands and agrees that Lessor makes no representations or warranties as to (A) Lessee's tax treatment under this Lease or with respect to the Equipment, or (B) Lessee's ability to qualify for any federal, state or local funds or grants or other governmental benefits in respect of this Lease or the Equipment. Lessee is relying on its own tax, accounting and legal advisors (and not on Lessor or any of Lessor's agents or advisors) to make all determinations as to Lessee's tax treatment under this Lease and with respect to the Equipment and whether or not Lessee qualifies for any federal, state or local funds or grants or other governmental benefits in connection with this Lease or the Equipment, and Lessee's obligation to pay Rent hereunder is not contingent on Lessee achieving any particular tax treatment or receiving any federal, state or local funds or grants or other governmental benefits in respect of this Lease or the Equipment.

Section 7.3 Additional Covenants. Lessee further covenants and agrees as follows:

(a) Use of Equipment, Buses and Charging Units. Lessee shall (i) use the Buses solely to provide municipal bus transportation services within the areas of START, (ii) observe and adhere to the operating procedures, warranties and guidelines with respect to the Buses and the Charging Units as issued by Manufacturer and furnished by Lessor (or Manufacturer) to Lessee in connection with this Lease and/or the Sales Contract, (iii) comply at all times with all other Acceptable Use Parameters, and (iv) in no event enter into any sublease for the Equipment.

(b) Intellectual Property. All intellectual property relating to the Deliverables and all other intellectual property of Lessor is and shall remain the sole property of Lessor (and/or Manufacturer, as applicable), and Lessee shall not infringe upon, misappropriate, disclose, use (other than as expressly permitted in this Lease) or reverse engineer any such intellectual property or Deliverables. All such intellectual property relating to the Deliverables and all other intellectual property of Lessor shall be subject to the confidentiality provisions in Section 14.7.

(c) Inspection. During the Term, Lessor shall have the right to inspect all Deliverables, the Buses and the Charging Units during normal business hours upon prior reasonable notice. Lessee agrees to make available to Lessor upon request any and all (i) records, logs and other reports produced by it or any third party in respect of the Deliverables, the Buses or the Charging Units and/or the operation, maintenance and utilization thereof, and (ii) accident/incident reports produced by it or any third party in respect to the Deliverables, the Buses or the Charging Units.

(d) Removal. During the Term, Lessee will not remove any of the Batteries (or any related Battery IP or monitoring equipment) installed in the Buses from the Buses without prior written consent of Lessor and it will not, and will not give permission to any third party to, install the Batteries on any buses other than the Buses.

(e) Alteration. Lessee shall not, nor shall it permit any of its contractors, employees or other agents to, directly or indirectly, modify, repair, move, alter, open, disassemble, destroy, damage, copy, reverse engineer, add to or otherwise tamper with (or allow any other party to modify, repair, move, remove, alter, add to or otherwise tamper with) the Equipment or other Deliverables in any manner, or utilize any charging unit other than the Charging Units to charge any of the Batteries, in each case, without Lessor's prior written consent; provided, however, that the foregoing shall not preclude Lessee from taking all reasonable action necessary in response to emergency or safety issues with respect to the Buses, the Property or the Storage Site. Any modifications, alterations, or additions to the Equipment that are approved by Lessor shall become and remain the property of Lessor. Lessee shall not remove any labels or insignias affixed to the Equipment by Lessor. Further, Lessee shall not, directly or indirectly, alter or add (or allow any other party to alter or add) to the Charging Units or the Buses in any way which does or could reasonably be expected to have a material adverse impact on the operation (including, without limitation, storage capacity and battery life) of the Equipment, in each case, without the prior written approval of Lessor.

## **ARTICLE VIII**

### **INDEMNIFICATION**

Section 8.1 By Lessor. Lessor (or, in case of clause (b) below where Lessor is not the Manufacturer, the Manufacturer) shall defend, indemnify and hold harmless Lessee, its Affiliates and its and their officers, directors, employees, agents, successors and assigns from and against all Losses to the extent incurred under any third-party claim, suit, action or proceeding (each, a "Claim") resulting from:

(a) bodily injury (including death) or damage to real or tangible personal property to the extent caused by the willful or grossly negligent acts of Lessor;

(b) any bodily injury (including death) or damage to real or tangible personal property or to the environment if and to the extent such injury, death or damage was caused directly by the Buses, the Charging Units, the Equipment or the Deliverables as a result of a product defect in respect of the Buses, the Charging Units, the Equipment or the other Deliverables, as applicable, for which the Manufacturer has been found liable to such third party for such Losses pursuant to a final judgment of a court of competent jurisdiction; provided, however, that this clause (b) shall only apply to Manufacturer and shall not apply to any Lessor that is not the Manufacturer;

(c) Lessor's breach of any of its obligations under Article V;

(d) Lessor's breach of its confidentiality obligations hereunder; and

(e) any inaccuracy in or breach of any of the representations of Lessor's contained in this Lease.

Section 8.2 By Lessee. In addition to and not in limitation of the indemnity provided for in Section 5.1(b), Section 2.2, and Section 5.3(b), Lessee shall defend, indemnify and hold harmless Lessor, its Affiliates and its and their officers, directors, employees, agents, successors and assigns from and against all Losses to the extent incurred under any Claim resulting from:

(a) bodily injury (including death) or damage to real or tangible personal property (including damage to any of the Deliverables) arising out of or related to in any way to Lessee's use, storage, maintenance, repair or operation of any of the Buses, the Charging Units or the Deliverables, excluding (i) ordinary wear and tear with respect to the Deliverables as used within the Acceptable Use Parameters set forth herein, (ii) any such loss, theft, destruction or damage to the extent caused by Lessor, and (iii) in any case where the Lessor is the Manufacturer, any bodily injury (including death) or damage to real or tangible personal property or to the environment if and to the extent such injury, death or damage was caused directly by the Buses, the Charging Units, the Equipment or the other Deliverables as a result of a product defect in respect of the Buses, the Charging Units, the Equipment or the other Deliverables, as applicable, for which the Manufacturer has been found liable to such third party for such Losses pursuant to a final judgment of a court of competent jurisdiction.

(b) Lessee's breach of any of its obligations under Article III, Article IV, Article VI, or Section 7.3, any misuse of the Equipment by Lessee, or any failure by Lessee to adhere to the Acceptable Use Parameters;

(c) Lessee's breach of its confidentiality obligations hereunder; and

(d) any inaccuracy in or breach of any of the representations of Lessee contained in this Lease.

Section 8.3 Indemnification Procedures. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Claim and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnified Party's failure to perform any obligations under this Section 8.3 shall not relieve the indemnifying Party of its obligations under this Article VIII except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

## **ARTICLE IX** **LIMITATION OF LIABILITY**

Section 9.1 Disclaimer of Certain Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR

RELATED TO THIS LEASE OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LESSOR'S CUMULATIVE LIABILITY UNDER THIS LEASE SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY LESSEE UNDER THIS AGREEMENT AT THE TIME OF SUCH CLAIM, EXCEPT WITH RESPECT TO ANY INDEMNITY CLAIM (A) FOR WHICH LESSOR IS LIABLE UNDER SECTION 8.1(a), OR (B) FOR WHICH MANUFACTURER IS LIABLE UNDER SECTION 8.1(b).

Section 9.2 Release. Lessee hereby releases Lessor in full in connection with any Losses incurred under or in connection with any Claim for any manufacturing defect, design defect, failure to warn or other act or omission of any such person giving rise to or resulting in any product liability Claim relating to the Batteries or the Equipment (including without limitation the cost of any recall, retrieval or consumer or trade notification attributable to such Claim, as the relevant indemnified Party, in its sole and reasonable judgment in accordance with customary commercial practices, determines is necessary); provided, however, that such release shall not apply (i) where Lessor is not the Manufacturer, with respect to any indemnity claim for which Manufacturer is liable under Section 8.1(b) or (ii) in any case where Lessor is also the Manufacturer of the Equipment, the foregoing provisions of this Section shall not apply to release the Lessor from any of its obligations under the Limited Operational Warranty.

## ARTICLE X

### **TERMINATION: EFFECT OF TERMINATION AND EXPIRATION**

Section 10.1 Termination for Cause. Either Party may terminate this Lease, or suspend its performance hereunder, if the other Party (the "Defaulting Party"):

(a) commits a material breach of this Lease and such breach is not cured within twenty (20) Business Days following notice thereof or breaches in any material respect of any of its representations and warranties in Article VII; provided, however, that (i) any breach of Section 3.3(c), Section 5.1, Section 5.3, Section 7.3(d), Section 7.3(e) or Article XI shall not be subject to any opportunity to cure, (ii) any breach of Section 6.1 by Lessee must be cured within three (3) Business Days, (iii) breaches affecting a Party's Confidential Information or Proprietary Rights, to the extent curable, must be cured within a five (5) Business Day period, and (iv) any breach by Lessor as a result of a Lender's exercise of its rights under Section 14.9 shall be subject to the cure period set forth in Section 14.9; or

(b) (i) becomes insolvent or the subject of any proceedings under any bankruptcy, insolvency or liquidation laws, which proceedings are not resolved favorably to the Defaulting Party or dismissed within twenty (20) Business Days, (ii) makes a general assignment for the benefit of creditors, (iii) ceases conducting business in the normal course or (iv) has a material portion of its assets attached (each of the foregoing events in the immediately preceding clauses (i) through (iv) being referred to as a "Bankruptcy Event").

Section 10.2 No Termination without Cause; Termination for Non-Appropriation.

(a) No Termination without Cause. Except as set forth in Section 10.2(b), Section 10.3 or Section 10.4 below, neither Party may terminate this Lease without cause at any time during the Term.

(b) Termination for Non-Appropriation of Funds. If the appropriation of funds by Lessee necessary to make Rental Payments under this Lease ceases at any time, then on the date in which such appropriations are no longer available to make ongoing Rental Payments contemplated hereunder this Lease shall terminate; provided that (a) such termination shall not relieve Lessee of its obligations to pay Lessor any outstanding unpaid Rent then owing for periods prior to such cessation, and Lessor shall not be obligated to refund any Rent previously paid by Lessee to Lessor, and (b) Lessee shall timely comply with its return obligations under Section 5.1(f). Lessee shall promptly (but in any event at least thirty (30) days prior to the date such cessation of appropriations would take effect) notify Lessor in writing of any such cessation of funds at the earliest date possible.

Section 10.3 Additional Lessor Termination Rights. Lessor shall have the right, in its sole discretion, to terminate this Lease if any of the following events occur:

(a) Lessee fails to pay in full the purchase price for the Buses and the Charging Units when due in accordance with the terms of the applicable Sales Contract or otherwise fails to comply with the terms of the Sales Contract;

(b) Lessee discontinues the use of the Buses;

(c) all of the Buses are stolen, lost or destroyed; or

(d) the Buses, the Charging Units and/or Equipment are operated or utilized in a manner (as determined by Lessor in good faith based upon its monitoring data or other information available to it) during the Term that does not comply with the acceptable use parameters as set forth on Exhibit C hereto ("Acceptable Use Parameters"); or

Section 10.4 Additional Lessee Termination Rights.

(a) If the Manufacturer defaults under its obligations under the Limited Operational Warranty and fails to cure such default following thirty (30) Business Days' notice to Manufacturer of such default (a "Warranty Failure"), a copy of which notice shall be sent concurrently to Lessor, then Lessee's sole remedy shall be, at any time following such Warranty Failure, to terminate this lease upon not less than thirty (30) Business Days' prior written notice to Lessor, at which time Lessee may elect to exercise the Purchase Option set forth in Section 10.4(b) below. For the avoidance of doubt, following a Warranty Failure Lessee may elect to maintain this Lease in place as is, without the benefits of the Limited Operational Warranty, and continue making Rental Payments hereunder for a period before exercising its termination or purchase right under this Section 10.4.

(b) During the Term, Lessee shall have the right to purchase the Equipment from Lessor on an "as-is" basis (referred to herein as the "Purchase Option") for a purchase price equal

to fifty percent (50%) of the Stipulated Loss Value (the “Purchase Option Consideration”) following the termination of this Lease pursuant to Section 10.4(a) above. In order to exercise the Purchase Option, Lessee must deliver to Lessor written notice thereof together with the payment of the Purchase Option Consideration in immediately available funds. Following receipt of a timely and valid notice and payment of the Purchase Option Consideration by Lessee, Lessor shall deliver to Lessee a commercially reasonable bill of sale to document the transfer of title of the Equipment from Lessor to Lessee, upon which this Lease shall terminate and be of no further force or effect, except for those provisions which expressly survive termination.

#### Section 10.5 Effects of Termination or Expiration.

(a) If (i) this Lease expires, (ii) Lessee or Lessor terminates this Lease for cause pursuant to Section 10.1, (iii) this Lease terminates pursuant to Section 10.3, or (iv) this Lease terminates pursuant to Section 10.4, then, subject to the exercise of any Purchase Option that may be available to Lessee to the extent provided for in Section 10.4(b), Lessee and Lessor shall comply with their respective return obligations under Section 5.1(f), and Lessor shall also have the right (or the obligation, as a result of Lessee’s termination of this Lease for cause pursuant to Section 10.1) to uninstall the Deliverables from the Buses and take back possession and custody of the Deliverables in accordance with a schedule to be mutually agreed between the Parties, but in no event more than forty-five (45) Business Days (or such later date as may be agreed to in writing by the Parties) following such expiration or termination. Lessor shall be liable for all costs and expenses in connection with the foregoing uninstallation and removal if the Lease expires or Lessee terminates the Lease pursuant to Section 10.1 or 10.4 as a result of a breach by Lessor or a Bankruptcy Event in respect of Lessor. Lessee shall be liable for all costs and expenses in connection with the foregoing uninstallation and removal if the Lease is terminated by Lessor pursuant to Section 10.1 as a result of a breach by Lessee or a Bankruptcy Event in respect of Lessee. Lessee agrees to fully cooperate with Lessor in such uninstallation and removal, to turn over to Lessor all Deliverables in its possession, and to grant Lessor access to the Buses and the Storage Site as necessary to accomplish such uninstallation and removal. Lessee acknowledges and agrees that Lessor shall have the right to render the Batteries inoperable (which may be done either remotely or by direct access to the Batteries) at any time following (i) any termination or expiration of this Lease, (ii) any failure by Lessee to timely pay any Rent when due for so long as such failure is continuing, or (iii) the occurrence and during the continuance of any other event that gives Lessor the right to terminate this Lease.

(b) Within thirty (30) Business Days following the expiration or termination of this Lease, Lessee shall pay to Lessor all outstanding Rent accrued prior to such expiration or termination.

Section 10.6 Contract Renewal Option. At the end of the stated Term, the Parties may mutually agree to enter into a new lease arrangement providing for new leased batteries and related deliverables for one or more of the Buses, upon terms and subject to conditions mutually agreed upon at the time by the Parties, as evidenced by a separate written agreement entered into by the Parties. For the avoidance of doubt, neither Party shall have an obligation to enter into such a term renewal.



- Section 10.7 No Prejudice. Termination of this Lease pursuant to its terms, in whole or in part for any reason, shall not affect any liabilities or obligations of either Party arising before such termination or out of events causing such termination, or any damages or other remedies to which a Party may be entitled under this Lease, at law or in equity.
- Section 10.8 Lessor's Performance of Lessee's Obligations. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deemed reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interest therein; *provided, however*, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release from, the obligation at issue. Reasonably necessary sums so paid by Lessor, together with expenses (including reasonable legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand and presentment of an invoice.
- Section 10.9 Survival. The provisions of this Lease which, by their nature and content, are intended, expressly or impliedly, to continue to have effect notwithstanding the termination or expiration of this Lease shall survive and continue to bind the Parties, including Article I, Article VIII, Article IX, Article XII, Article XIV, Section 3.1, Section 3.2(a), Section 3.4, Section 6.2, Section 10.4, Section 10.5, Section 10.8 and this Section 10.9 and, for so long as any of the Equipment remains on any of the Buses and has not been returned to Lessor, Section 3.3, Section 5.1, Section 5.2, Section 5.3, Section 7.3 and Article XI.

## **ARTICLE XI** **INSURANCE**

- Section 11.1 Insurance Requirements. At all times during the Term, Lessee shall maintain, at its sole cost and expense:
- (a) commercial general liability insurance, including contractual liability, with a per-occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and/or property damage; and
  - (b) Lessee will, at Lessee's sole cost, cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Buses, the Charging Units and the Equipment, with all such coverages in respect of the Equipment to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease, and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. Lessee will cause Lessor to be the named as additional insured and loss payee on such policies as its interest under this Lease may appear with respect to the Equipment. Insurance proceeds from insurance policies relating to casualty and property damage losses in respect of the Equipment will, to the extent permitted by law, be payable to Lessor. Lessee will deliver to Lessor copies of the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums, certificates of insurance naming Lessor as loss payee and additional insured and evidence of endorsements to such policies in form and substance reasonably acceptable to Proterra,

on or before the Commencement Date. Any renewal policies in respect of the above required insurance, together with receipts showing payment of the applicable premiums, will be delivered to Lessor at least thirty (30) Business Days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) Business Days' written notice prior to cancellation or alteration of any policy covering the Equipment.

(c) workmen's compensation insurance covering all employees working on, in, or about the Buses or the Charging Units, and will require any other person or entity working on, in, or about the Equipment or the Charging Units to carry such coverage.

Lessee shall, upon Lessor's request from time to time, furnish to Lessor a certificate evidencing such coverages. Lessee acknowledges and agrees that if Lessor assigns this Lease to a third party, Lessee shall update the additional insured under this Article XI promptly following request of Lessor and furnish an updated insurance certificate evidencing the same.

Section 11.2 Additional Requirements. Lessee shall provide Lessor prompt written notice of any material changes to, and at least twenty (20) Business Days prior written notice of any proposed cancellation or replacement of, any of the insurance policies required herein to be carried by the Lessee.

## **ARTICLE XII**

### **DISPUTE RESOLUTION**

Section 12.1 Dispute Resolution Procedure. Any dispute, controversy or claim arising out of, relating to or in connection with this Lease (or the breach or validity thereof) or the performance of any obligations hereunder (each, a "Dispute"), shall be resolved in the manner described in this Article XII.

Section 12.2 Escalation of Disputes.

(a) All Disputes shall be initially referred to the appropriate manager/supervisory level personnel for resolution. If such personnel are unable to resolve such Dispute within ten (10) Business Days (or such longer period as the Parties may mutually agree in writing) after referral of the matter to them, then either Party may request in writing that the Dispute be escalated.

(b) Promptly after receipt of written notice of escalation by either Party pursuant to Section 12.2(a), the Parties shall submit the Dispute to the appropriate senior management of the Parties for resolution. If senior management is unable to resolve the Dispute within five (5) Business Days (or such longer period as the Parties may mutually agree in writing) from the date such Dispute was submitted for consideration, then either Party may settle such Dispute in accordance with Section 12.4 hereof.

Section 12.3 Injunctive Relief. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Lease were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief (or other interim or conservatory measures).

Section 12.4 Arbitration. Any claim or dispute arising out of or relating to this Lease, or its breach, shall be resolved by binding arbitration conducted by a single arbitrator in a location mutually agreed upon by the Parties. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall minimize the time and cost of the proceedings. The arbitrator shall render its final decision within twenty (20) Business Days of the completion of the final hearing. Each Party hereby waives its right to recover exemplary or punitive damages in connection with any dispute. The arbitrator's decision shall be final and non-appealable. Judgment upon any award rendered in the arbitration proceeding may be entered by, any federal or state court having jurisdiction. All costs of arbitration shall be borne equally by the Parties. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also, without waiving any remedy under this agreement, may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the establishment of the arbitration tribunal.

### **ARTICLE XIII**

#### **CONDITIONS PRECEDENT TO EFFECTIVENESS**

This Lease shall become effective upon the satisfaction of the following conditions precedent: (a) the Parties hereto shall have duly executed and delivered a counterpart of this Lease, and (b) the Sales Contract shall have been duly executed and delivered by START and Proterra, and START shall have paid to Proterra the entire purchase price required to be paid pursuant to the terms thereof.

### **ARTICLE XIV**

#### **MISCELLANEOUS**

Section 14.1 Interpretation. All Section and Exhibit references herein are to Sections and Exhibits of this Lease. The Section headings in this Lease are for reference purposes only and may not be construed to modify or restrict any of the terms of this Lease. The parties have participated jointly in negotiating and drafting this Lease. In the event that an ambiguity or a question of intent or interpretation arises, this Lease shall be construed as if jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Lease. Unless the context requires otherwise, (a) "including" (and any of its derivative forms) means including but not limited to, (b) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, and (c) "will" and "shall" are expressions of command, not merely expressions of future intent or expectation.

Section 14.2 No Construction Against Drafting Party. The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Lease and that this Lease shall not be construed against any party merely because this Lease or any of its provisions have been prepared by a particular party.

Section 14.3 Entire Agreement. This Lease, together with the Schedules and Exhibits attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof, superseding any prior agreement or representation, oral, electronic, or written.

Section 14.4 Amendment; Modification; Waiver. This Lease may not be modified or amended, except in a writing signed by duly authorized representatives of both Parties. No waiver of any breach or provision of this Lease will be binding unless it is in a writing signed by a duly authorized representative of the waiving Party. The waiver, or failure to enforce, any right resulting from any breach or provision of this Lease will not be deemed a waiver of any right relating to a subsequent breach, any other provision or any other right hereunder.

Section 14.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Lease to be unenforceable, that provision of the Lease will be enforced to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of the Lease will continue in full force and effect.

Section 14.6 Governing Law. This Lease will be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to any conflicts of laws principles.

Section 14.7 Confidentiality.

(a) Each Party shall keep confidential and shall not use, make available or disclose any Confidential Information of the other Party. Subject to Wyoming law, Lessee, its employees, officers, directors, agents and representatives shall only use such proprietary or confidential information of Lessor strictly in connection with the performance of this Lease and for no other purpose. Notwithstanding the foregoing, Confidential Information may be disclosed on an as needed basis to (i) Affiliates, personnel, subcontractors and/or agents of the receiving Party as required for the purpose of fulfilling the receiving Party's obligations under this Lease, (ii) to Manufacturer to enable Manufacturer to perform any repair or maintenance services contracted therefore or fulfil any of its warranty obligations in respect of the Equipment under the Limited Operational Warranty, and (iii) in case of Lessor to (A) any of its permitted assigns in connection with any assignment by Lessor of this Lease or (B) to any Lender (as defined below) that is bound by similar confidentiality restrictions as contained herein. Each Party shall ensure that any Confidential Information it discloses in accordance with this Section 14.7(a) is treated as confidential by the person or entity to whom it is disclosed and shall require such person or entity to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Information than those imposed under this Lease.

(b) The provisions of this Section 14.7 shall not apply to any Confidential Information which: (i) is or becomes commonly known within the public domain other than by breach of this Lease or any other agreement that the disclosing Party has with any party; (ii) is obtained from a third party who is lawfully authorized to disclose such information free from any obligation of confidentiality; (iii) is independently developed without reference to any Confidential Information; (iv) is known to the receiving Party without any obligation of confidentiality prior to its receipt

from the disclosing Party, or (v) in case of Lessee, is required or permitted to be disclosed by Lessee pursuant to Wyoming law.

(c) Nothing in this Section 14.7 shall prevent either Party from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory orders.

(d) Upon the receiving Party becoming aware that the possession, use or knowledge of any Confidential Information of the disclosing Party by any person or entity not authorized to possess, use or have knowledge of such Confidential Information and shall, at the request of the disclosing Party, provide such reasonable assistance as is required by the disclosing Party to mitigate any damage caused thereby.

(e) Failure by a Party to comply with this Section 14.7 shall constitute a material breach of this Lease.

Section 14.8 Assignment; Successors and Assigns. Lessee may not assign this Lease or sublease the Equipment, by contract, operation of law or otherwise, without the prior written consent of Lessor. Lessor may assign this Lease or any of its rights and obligations under this Lease to any Affiliate or third party upon written notice to Lessee, and Lessor may further collaterally assign this Lease and/or any of its rights hereunder in favor of Lessor's Lender. Any attempted assignment in violation of the foregoing shall be null and void. All provisions of this Lease by and for the benefit of the Parties shall bind and inure to the benefit of their respective successors and permitted assigns. In connection with any assignment of this Lease by Lessor, Lessee agrees upon request to promptly execute and delivery a customary acknowledgement of assignment in substantially the form attached hereto as Exhibit E.

Section 14.9 Lender Rights; Third Party Beneficiary. Lessee acknowledges that Lessor may at any time grant to any third-party lender ("Lender") a lien on or security interest in all or any part of the Deliverables and its rights under this Lease (including any rights to payment of Rent or other amounts). Accordingly, upon receipt of a written notice from Lender certifying that an event of default under the applicable loan agreement, credit agreement or security agreement between Lessor and Lender has occurred (a) upon demand by Lender that Lessee make payment of Rent or other amounts payable by Lessee hereunder directly to Lender, Lessee shall comply with all such requests, and such notice or direction shall not constitute grounds for termination of this Lease, and (b) Lessee hereby grants Lender the right and/or license to access the Buses and the Storage Site to (i) inspect the Deliverables during reasonable times and upon reasonable notice, and (ii) remove any or all of the Deliverables, in the case of any material breach by Lessee of its obligations under this Lease that gives Lessor the right to terminate this Lease pursuant to Article X (taking into account all grace and cure periods), any other event that results in a termination of this Lease or any expiration of this Lease. It is expressly agreed between the Parties that Lender is and shall be a third-party beneficiary under this Section 14.9. Upon request by Lessor or Lender, Lessee agrees to

execute and deliver to Lender an acknowledgment agreement with respect to the rights of Lender described above.

Section 14.10 Force Majeure. If either Party is prevented from performing one or more of its non-monetary obligations under this Lease due to a Force Majeure Event, the Party unable to perform shall promptly notify the other Party in writing specifying in reasonable detail the nature of the Force Majeure Event and its expected duration. The affected Party shall use commercially reasonable efforts to avoid or overcome the Force Majeure Event with the least possible delay. The obligations of the affected Party shall be reduced or suspended during the continuance of the Force Majeure Event; provided, that such obligations shall be reduced only to the extent that the adverse effects of the Force Majeure Event cannot be mitigated by the affected Party's diligent efforts. If a Force Majeure Event is anticipated to prevent a Party from performing its obligations under this Lease for a period of three (3) months or more, the Parties shall meet to determine the appropriate course of action.

Section 14.11 Notices. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Party gives written notice to the other Party specifying a different address:

(a) if to Lessee:

Southern Teton Area Rapid Transit  
PO Box 1687  
55 Karns Meadow Drive  
Jackson, Wyoming 83001  
Attn: Darren Brugmann

(b) if to Lessor:

Proterra Inc  
1815 Rollins Rd.  
Burlingame, CA 94010  
Attention: Alan Westenskow

Section 14.12 Further Assurances. Each Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to secure all necessary Approvals in a timely manner and to otherwise carry out the terms of this Lease.

Section 14.13 Counterparts. This Lease may be executed in any number of counterparts, each of which will constitute an original and all of which will be considered one and the same instrument. Delivery of an executed counterpart of a signature page of this Lease by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Lease.



Section 14.14 Sovereign Immunity. Lessee does not waive its sovereign and governmental immunities by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Lease.

Section 14.15 Manner of Payment. All payments required to be made by Lessee under this Lease will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 14.16 Lessee Waivers. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by §§2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel the Lease; (ii) repudiate the Lease; (iii) revoke acceptance of the Equipment; (iv) recover damages from Lessor for any breaches of warranty or for any other reason other than Lessor's breach of this Lease; (v) claim, grant or security interest in the Equipment in Lessee's possession or control for any reason; (vi) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under the Lease; (vii) cover by making any purchase or lease of or contract to purchase or lease property in substitution for the Equipment due from Lessor; (viii) recover any special, incidental or consequential damages, for any reason whatsoever; and (ix) commence legal action against Lessor for specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in the Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages upon any breach of this Lease by Lessee or which may otherwise limit or modify any of Lessor's rights or remedies hereunder. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED UPON LESSEE UNLESS EXPRESSLY GRANTED IN THE LEASE.

Section 14.17 Additional Provisions.

(a) True Lease. The parties acknowledge and agree that this is a "true lease" and title to the leased Equipment and Deliverables is vested in the Lessor at all times during the Term. Lessee further acknowledges that Lessor may, during the Term, pledge its ownership in the Equipment to a Lender and subject the Equipment to a UCC-1 financing statement in favor of Lender.

(b) Back-up Security Interest. In the event a court of competent jurisdiction or other governing authority shall determine that the Lease is not a "true lease" or is a lease intended as security or that Lessor (or its assigns) does not hold legal title to or is not the owner of the Property, the following shall apply:

(i) Effective the execution date of the Lease, Lessee, as debtor, grants a security interest to Lessor, as secured party, in all rights, titles and interests in the following (the "Collateral"): the Equipment, the Deliverables, all accessions thereto, and all rights related thereto, and all proceeds of any of the foregoing (including any proceeds under any insurance policies in respect of any of the Equipment or Deliverables), to secure all duties and obligations of Lessee to Lessor under this Lease. The Lease shall be deemed to be a security agreement with Lessee having granted to Lessor a security interest in the Collateral to secure all duties and obligations of Lessee to Lessor under this Lease. With regard to

any security interest created hereunder in any of the Collateral, Lessee shall have the consents and agrees that Lessor shall have all of the rights, privileges and remedies of a secured party under the Uniform Commercial Code (UCC), and Lessee agrees to make any UCC filings related to the Collateral necessary to effectuate the same.

(ii) To evidence Lessor's sole and exclusive ownership of the Batteries, Lessee hereby authorizes Lessor to file a memorandum of this Lease and/or any UCC-1 filings, in any jurisdiction as Lessor may deem appropriate to protect its interests and to take any and all actions necessary to perfect Lessor's interest in the Collateral. Lessee agrees to execute any further documents, and to take any further actions, reasonably requested by Lessor to evidence or perfect the security interest granted under this Section 14.17, to maintain the first priority of such security interest, or to effectuate the rights granted to Lessor under this Section 14.17.

(c) Chattel Paper. To the extent this Agreement may be considered "chattel paper" as defined in the Uniform Commercial Code or other statute of the jurisdiction where the Equipment is located, this original executed Lease shall constitute the original Lease and Lessor's interests herein may be transferred only by transfer of possession of this original Lease.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, each of the undersigned Parties has caused its duly authorized representative to execute this Battery Lease Agreement as of the date first above written.

**LESSOR:**

**PROTERRA INC**

By: \_\_\_\_\_

Name: Matt Horton

Title: Chief Commercial Officer

**LESSEE:**

**TOWN OF JACKSON**

By: \_\_\_\_\_

Name: Pete Muldoon

Title: Mayor

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

Sandra P. Birdyshaw, Town Clerk

ACKNOWLEDGED AND AGREED:

MANUFACTURER:

PROTERRA INC.

By: \_\_\_\_\_

Name:

Title:

EXHIBIT A  
LEASED EQUIPMENT

The E2 Max [6] high voltage battery pack as further described below.<sup>2</sup>

The high voltage (HV) Battery Pack consists of battery modules, cell monitoring circuit boards, a battery management system (BMS), busbars, current sensors, a manual service disconnect, a fuse, a thermal management system, and various hardware.

---

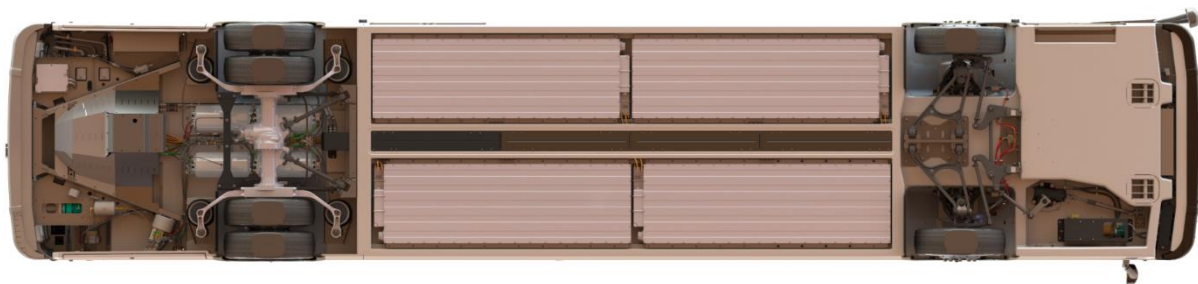
<sup>2</sup> Particular type of Battery pack (2, 3, 4 or 6) to be specified.

Each battery pack contains an assembly of battery modules which are connected in series. Each battery module contains a multitude of lithium ion cells which utilize a nickel-based cathode and a graphite anode.

The characteristics of a single HV Battery are shown in Table 1: HV Battery Pack Characteristics (One Pack). The HV battery is to be used in a bus, where 2-6 HV Batteries may be installed in parallel. The characteristics of the total energy storage system is dependent upon configuration.

*Table 1: HV Battery Pack Characteristics (One Pack)*

|                           |                                          |
|---------------------------|------------------------------------------|
| Nominal Capacity          | 318 Ah                                   |
| Maximum Temperature       | 60°C                                     |
| Maximum Discharge Current | 350A                                     |
| Maximum Charge Current    | 250A                                     |
| Maximum Voltage           | 403.2V                                   |
| Nominal Voltage           | 346V                                     |
| Minimum Voltage           | 274V                                     |
| Nominal Discharge Power   | 125 kW                                   |
| Nominal Charge Power      | 85 kW                                    |
| Pack Energy               | 110 kWh                                  |
| Dimensions                | 2809 (L) X 960 (W) X 177 mm <sup>3</sup> |
| Mass                      | 720 kg                                   |



*Figure 1 Locations of HV Battery Packs for E2 Configuration (4 packs)*

Each HV Battery is able to independently control charge/discharge power. A controller within the vehicle communicates to all HV Battery Packs via CAN communications. The diagram in Figure 2: General Battery-to-Vehicle Architecture is used to describe the architecture.

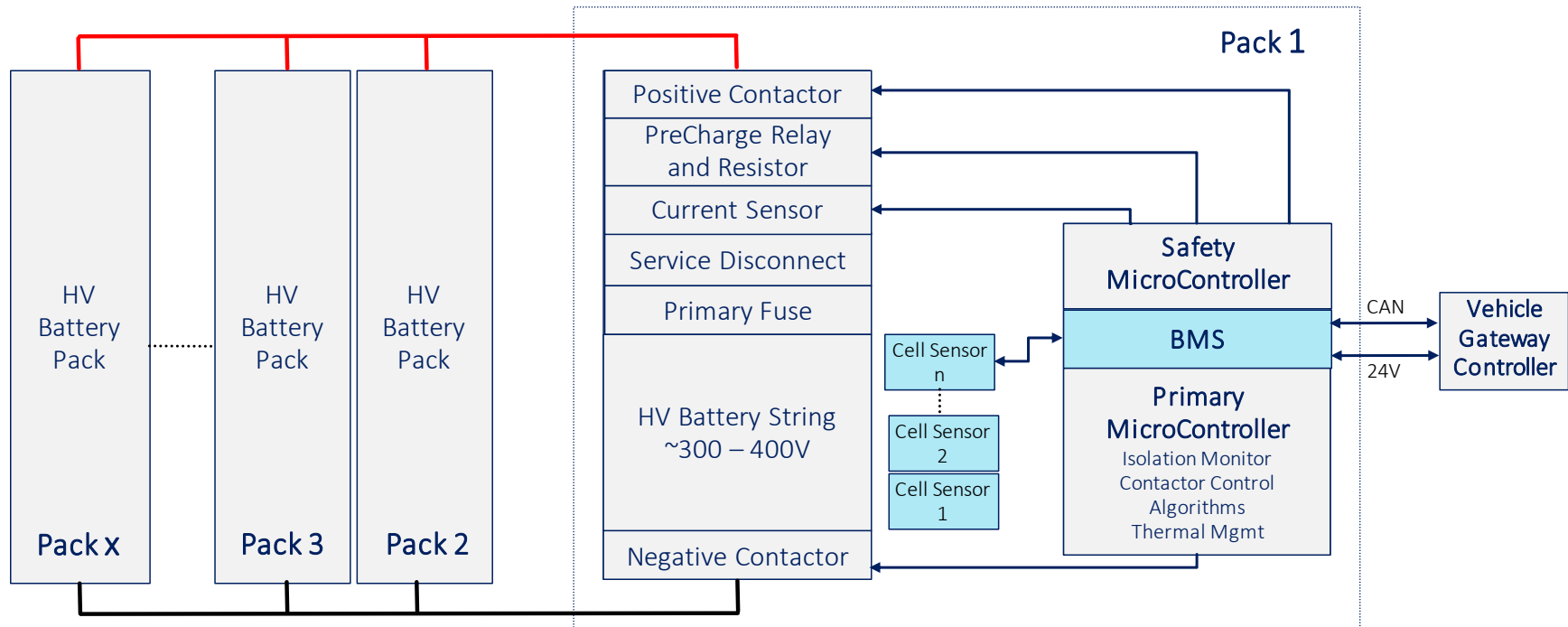


Figure 2: General Battery-to-Vehicle Architecture





# PROTERRA

## ***Standard Limited Battery Pack Warranty***

Subject to the terms, conditions and limitations set forth in this Standard Limited Battery Pack Warranty (the “**Warranty**”), including, without limitation, the Approved Use Conditions, Proterra Inc. (“**Proterra**”) warrants to the original purchaser or lessee (individually or collectively, the “**Customer**”) that its high voltage battery pack (the “**Battery Pack**”) for the Catalyst XR/E2/E2 Max series battery-electric bus will be free from defects in materials and workmanship.

This Warranty covers the parts, labor (if applicable and in accordance with the terms of this Warranty and/or any purchase or lease agreement), and freight costs incurred during the Warranty Period. The Battery Pack may not be serviced by the Customer or any third-party maintenance provider, and any servicing of the Battery Pack by the Customer or any third-party maintenance provider will void the Warranty. Proterra or a Proterra certified technician will perform all necessary repairs to the Battery Pack.

### **I. Battery Pack**

This Warranty applies to the following Battery Pack components:

- Battery Modules
- Battery Management System (BMS)
- Cooling System
- Battery Pack Enclosure
- Electrical, mechanical, and thermal interfaces
- Manual Service Disconnect (MSD)

### **II. Warranty Period**

- Materials and Workmanship: 12 years / unlimited miles.
- Available Energy per Battery Pack:
  - For Battery Packs with Nameplate Energy of 110 kWh, the Available Energy will be 88 kWh in new condition. Proterra warrants 70 kWh Available Energy per Battery Pack as follows: 6 years OR 200,000 kWh of Gross Discharge Throughput per Battery Pack, whichever comes first.
  - For Battery Packs with nameplate energy of 73 kWh, the Available Energy will be 58 kWh in new condition. Proterra warrants 47 kWh Available Energy per Battery Pack as follows: 6 years OR 133,333 kWh of Gross Discharge Throughput per Battery Pack, whichever comes first.

“**Gross Discharge Throughput**” means the total energy discharged through the Battery Pack during its life, including energy from external chargers and energy recuperated from regenerative braking. The Gross Discharge Throughput will be tracked by the BMS at the Battery Pack level and reported through the onboard vehicle telemetry system.

“**Nameplate Energy**” means the amount of energy stated in the specifications, bid proposal, and/or contract, divided by the number of Battery Packs (e.g., 4 Battery Packs at 400 kWh would have 100 kWh nameplate energy per Battery Pack).

“**Available Energy**” means the amount of energy available between 0% state of charge (“**SOC**”)



and 100% SOC, as indicated on the dashboard.

Warranty claims will be evaluated using the available energy based on the Onboard Diagnostics (OBD) as defined in the Proterra Maintenance and Repair Manual. Available energy will be tested independently and verified in a controlled environment by Proterra.

The Warranty period shall commence on the date of acceptance of each bus or as otherwise agreed to in the applicable purchase or lease agreement.

### **III. Warranty Repairs**

All warranty claims will be administered and processed in Proterra's sole and absolute discretion. Warrantable defects may be addressed using software updates and/or replacing parts and assemblies with identical or equivalent substitutes, including factory reconditioned components with available energy equal to or greater than the original Battery Pack. If a Battery Pack is replaced due to the available energy, Proterra will supply a replacement with enough Available Energy to meet the coverage specified in the original Warranty. In its sole discretion, Proterra reserves the right to upgrade parts or assemblies with the latest models of equal or greater performance.

In order to submit a warranty claim, the Customer must provide the failed component(s) and submit a warranty claim form. Proterra will inspect the failed component(s) and supporting documentation to determine whether the warranty claim is valid.

Proterra shall own without restriction any Battery Pack or system components that are removed or replaced under this Warranty and/or that have reached the end of their service life. Proterra shall retain any Battery Pack or system components after the removal or replacement thereof, and the Customer will work with Proterra to coordinate the return of the Battery Packs upon the end of their service life.

### **IV. Warranty Limitations**

This Warranty does not cover any defects, malfunctions, failures, or losses of available energy of the Battery Pack due to any of the following events directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Alteration or modification of the Battery Pack or combination of the Battery Pack with any third-party items.
- Failure to adhere to the Approved Use Conditions.
- Any attempt, either by physical means, programming, or other methods, to extend or reduce the life of the Battery Pack.
- Any damage to the vehicle's hardware or software resulting from unauthorized access to the vehicle data or software from any source, including non-Proterra parts or accessories, third-party applications, viruses, bugs, malware, or any other form of interference or cyber-attack.
- Accidents, collisions, or objects striking the vehicle.
- Exposing the Battery Pack to direct flame.
- Intrusion of water into Battery Pack due to submersion in large volumes of water (e.g., lakes, rivers, flooding, etc.)



- Acts of nature, including, without limitation, fire, explosion, earthquake, windstorm, lightening, hail, flood or deep water.
- Using the vehicle as a stationary power source.
- Neglect or failure to perform the preventative maintenance as outlined in the “High Voltage System – Under Vehicle” section of the Proterra Maintenance and Repair Manual.
- Operation outside of the customary use of the vehicle as described in the applicable purchase or lease agreement.
- Unauthorized maintenance and repair by Customer or any third-party maintenance provider.
- Theft or vandalism.

#### **V. Limitations and Disclaimers**

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE BATTERY PACK. EXCEPT EXPRESSLY AS SET FORTH HEREIN, PROTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERY PACK, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

#### **VI. Approved Use Conditions**

THIS WARRANTY IS SUBJECT TO CUSTOMER’S COMPLIANCE IN ALL RESPECTS WITH THE FOLLOWING APPROVED USE CONDITIONS, OR ANY CONDITION IN THE PURCHASE OR LEASE AGREEMENT RELATED TO USE CONDITIONS, DURING THE ENTIRE WARRANTY PERIOD. ANY NON-COMPLIANCE WITH THE APPROVED USE CONDITIONS WILL VOID THIS WARRANTY.

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SOC Range During Storage</b>                   | When not installed in a vehicle, Batteries shall be stored between 5% and 30% SOC as indicated on the dashboard.                                                                                                                                                                                                                                                                                  |
| <b>SOC Excursions “Below Empty”</b>               | The Battery Pack retains a small amount of energy below 0% SOC as indicated on the dashboard. This energy is not intended to be accessed during normal usage – only in emergencies. Excursions below 0% SOC as indicated on the dashboard shall be limited to no more than 30 occurrences in the 6-year available energy warranty period.                                                         |
| <b>Unpowered Storage – Temperature Excursions</b> | Proterra recommends storing the Battery Pack in a climate-controlled facility. Storing a Battery Pack unpowered at ambient temperatures above +30°C must be limited to no more than 10% of the 6-year available energy warranty period. Storing the Battery Pack unpowered at ambient temperatures above +40°C must be limited to no more than 5% of the 6-year available energy warranty period. |
| <b>Long Term Storage – SOC</b>                    | If the vehicle is stored and not operated for periods greater than or equal to 1 month, the Battery Pack’s SOC must be between 5% and 50% SOC as indicated on the dashboard.                                                                                                                                                                                                                      |
| <b>Ambient Temperature</b>                        | Exposing the vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time.                                                                                                                                                                                                                                                                          |

## EXHIBIT C

### ACCEPTABLE USE PARAMETERS

Lessee covenants and agrees to adhere to the following Acceptable Use Parameters:

- Lessee to use the Buses solely to provide bus transportation services within the service area specified in the Lease.
- Lessee to observe and adhere to the operating procedures, warranties and guidelines with respect to the Buses and the Charging Units as issued by Proterra and furnished by Proterra to Lessee in connection with this Lease Agreement and/or the Sales Contract.

EXHIBIT D

COMMENCEMENT CERTIFICATE

In accordance with the terms and provisions of the Lease, [LESSEE], a [\_\_\_\_] ("Lessee"), hereby certifies and states that:

1. All Equipment listed in Exhibit A to the Lease has been delivered and fully installed;
2. Lessee has inspected the Equipment;
3. Lessee accepts the Equipment for all purposes of the Lease; and
4. Any insurance policies required under the Lease have been obtained and are in full force and effect.

**IN WITNESS WHEREOF**, Lessee has caused this instrument to be duly executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[LESSEE]**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF LEASE

**[See Form Lease Assignment in Master Agreement]**



# SCHEDULE 1 TO FORM BATTERY LEASE

| Battery Type | Annual Base Rent | Annual Base<br>Throughput (kWh) | Throughput Rent<br>Adjustment |
|--------------|------------------|---------------------------------|-------------------------------|
| 6 – Pack     | \$52,500.00      | 200,000                         | \$0.2625 per kWh              |
| 4 – Pack     | \$35,000.00      | 133,333                         | \$0.2625 per kWh              |
| 3 – Pack     | \$26,250.00      | 100,000                         | \$0.2625 per kWh              |
| 2 – Pack     | \$17,500.00      | 66,667                          | \$0.2625 per kWh              |

In states, such as California and Illinois, where sales tax is not paid directly by the Lessee, the parties shall increase the Annual Base Rent figures stated above to account for sales tax paid in connection therewith, in order to maintain the Minimum Target Return.

## SCHEDULE 5.1(c)

### ROUTINE MAINTENANCE

| A | B | INT | HIGH VOLTAGE SYSTEM – UNDER VEHICLE                                                                                                                                                                                                                                                                                             |
|---|---|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |   |     | Check all high voltage (orange) cables for chafing and condition (remove center cover)                                                                                                                                                                                                                                          |
|   |   |     | Check all HV battery pack electrical connections for proper mating and support                                                                                                                                                                                                                                                  |
|   |   |     | Check HV battery pack mounting fasteners for condition and torque                                                                                                                                                                                                                                                               |
|   |   |     | Check HV battery pack rubber mounting isolators                                                                                                                                                                                                                                                                                 |
|   |   |     | Check all low voltage harnesses for chafing and general condition                                                                                                                                                                                                                                                               |
|   |   |     | Check the low voltage bonding cables for proper torque, chafing and condition                                                                                                                                                                                                                                                   |
|   |   |     | Check cooling lines for leaks, cracks, proper routing, etc. (remove center cover)                                                                                                                                                                                                                                               |
|   |   |     | Check the green salt plugs on either end of the pack. <b>Note:</b> If the center plunger is level with the top surface of the plug contact Proterra Service.                                                                                                                                                                    |
|   |   |     | If the salt plugs have depressed plungers, replace the battery pack desiccant. If the desiccant is replaced, record the value for DesiccantTimer_BMSX and then reset the value of the timer to 0 using the service tool. <b>Note:</b> if the center plunger is level with the top surface of the plug contact Proterra Service. |
|   |   |     | Visually check the desiccant window in each battery pack ancillary bay. Replace if the color for 40% saturation has changed from blue to pink or if DEM140 is asserted (reads FAIL). If the desiccant is replaced, record the value for DesiccantTimer_BMSX and then reset the value of the timer to 0 using the service tool.  |
|   |   |     | Check general exterior condition of HV battery boxes. Note any damage on image below. Contact Proterra Service for any damage greater than 3" x 3" or deeper than 0.25".                                                                                                                                                        |
|   |   |     |                                                                                                                                                                                                                                             |



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Transit - START

**PRESENTER:** Darren Brugmann

**MEETING DATE:** November 4, 2019

**SUBJECT:** Lease for START Winter Buses

---

### STATEMENT/PURPOSE

START is requesting to lease nine (9) 40ft. Gillig heavy duty transit buses to be used for the Winter season. These vehicles replace BlueBird manufactured buses that have been decommissioned the past 2 winter seasons as we look to take delivery of Proterra Zero Emission Electric vehicles in April 2020. This will enable START to provide the same level of service as has been provided the community past several Winter seasons. Approval of the vehicle lease with Shuttle Bus Leasing (SBL) is the subject of this item.

### BACKGROUND/ALTERNATIVES

START operates at peak time upwards to 23 vehicles during our Winter Season. The past two winter seasons, START has had to decommission eight (8) 40ft low floor Blue Bird vehicles due to end of useful life (i.e., beyond FTA required 12 years and mechanical, financial factors).

Winter Season will commence on November 30, 2019 and ends on April 12, 2020. In order to operate the same level of service for this Winter Season, START needs the ability to maintain a level of vehicles as previous Winter Season(s). Specifically, our peak need for vehicles of 23 is needed in the morning and later afternoon peak hours and on weekends.

START staff did extensive research of national firms focusing on transit bus leasing. Shuttle Bus Leasing (SBL) was the preferred vendor. SBL was a proud supplier to the U.S. Winter Olympics in 2002, and Vancouver Winter Olympics in 2010. You may also find their buses operating at national parks, construction sites, airports, university campuses, tour operations and seasonally at many ski resorts and amusement parks around the country. SBL is the Nation's largest bus leasing company with a customer service driven attitude with a diverse inventory of over 1000 transit buses for lease.

This lease is with the same vendor we leased vehicles for last Winter season.

### COMPREHENSIVE PLAN ALIGNMENT

Integrated Transportation Plan (ITP) – Meets Goals of Section 7 – Multimodal Transportation

### STAKEHOLDER ANALYSIS

START Operations and Public Works – maintenance for our fleet are heavily invested. Public Works Fleet Manager and Senior Mechanic did a pre-cursory review of these vehicles before pursuing this arrangement. The intended vehicles have been inspected by our Lead Technician with the vendor addressing any issues communicated. They are DOT certified and ready for operation. The vehicles can be brought to Jackson in time for our November 30<sup>th</sup> opening day of the Winter Season.

### FISCAL IMPACT

FY20 budget allocates \$169,000 for a 4 month lease.  
(\$4,695 \* 9 Vehicles \* 4 months)

This lease requires 5 months minimum at a monthly lease of \$5250 from the vendor and for our usage of the entire winter season. A budget amendment request of \$67,500 will be requested for this additional month and increase in monthly rate.

#### STAFF IMPACT

Executing the lease is minimal. Readyng the nine (9) buses will entail considerable staff time up-front, with a number of areas to review, including installation of winter tires for our area. However, it is hoped the use of these nine (9) refurbished vehicles will require much less labor and parts, thus reducing Public Works maintenance attention.

#### LEGAL REVIEW

Town Attorney reviewed original lease agreement, offered edits to SBL which have been accepted and approved this version.

#### ATTACHMENTS

SBL lease for 9 Gillig 40ft Style Buses

#### RECOMMENDATION

Staff recommends approval of this lease in order to keep the same level of service and improve our commuter passenger experience for the Winter Season 2019-20.

#### SUGGESTED MOTION

I move to approve the Vehicle Lease Agreement with Shuttle Bus Leasing allowing for the lease of nine (9) Gillig 40-foot style vehicles for Winter Season 2019-20.



## LEASE AGREEMENT

This Lease Agreement made and entered into this 15<sup>th</sup> day of November, 2019, by and between: Shuttle Bus Leasing, 1863 Service Court, Riverside, CA 92507, hereinafter called "Lessor," and, Southern Teton Area Rapid Transit (START), 55 Karns Meadow Drive, Jackson, WY 83001, hereinafter called "Lessee."

### WITNESSETH:

#### Article I

**Whereas** Lessor is in the business of leasing buses and desires to lease buses to Lessee for Lessee's exclusive use and control, subject only to the terms and conditions of this Lease Agreement as hereinafter set forth; and

**Whereas** Lessee desires to lease buses from Lessor for its exclusive use and control, subject only to the terms and conditions of this Lease Agreement as hereinafter set forth

**Now therefore**, in consideration of the mutual covenants, conditions, and premises as hereinafter set forth below, it is mutually agreed as follows:

#### Article II

Leased Equipment: Lessor hereby leases to the Lessee the following buses described individually below (each a "Leased Bus"):

| <u>Make/Model</u>                    | <u>SBI</u> | <u>VIN</u>        |
|--------------------------------------|------------|-------------------|
| 2006 40ft Gillig G29D102N4 Low Floor | S1108      | 15GGD291961077200 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1109      | 15GGD291061077201 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1110      | 15GGD291461077203 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1111      | 15GGD291161077207 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1112      | 15GGD291361077211 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1113      | 15GGD291061077215 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1114      | 15GGD291461077220 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1115      | 15GGD291X61077223 |
| 2006 40ft Gillig G29D102N4 Low Floor | S1116      | 15GGD291161077224 |

Hereinafter collectively referred to as "Leased Equipment."



### Article III

#### Delivery and Return:

Upon delivery of said Leased Equipment at the agreed upon location, Lessee shall acknowledge receipt by completing, signing and returning to Lessor the Delivery Receipt form herein incorporated by reference. Such Delivery Receipt acknowledges that said Leased Equipment is satisfactory for Lessee's intended use.

Lessee agrees to return all Leased Equipment in the same condition as received, normal wear and tear excepted. Lessee agrees all Leased Equipment deliveries and returns upon commencement and expiration of the Lease Agreement term (including early termination) shall be at 1863 Service Court, Riverside, CA 92507, unless a different location is confirmed in writing by Lessor. All Leased Equipment shall be returned at Lessee's expense, unless delivery and return charges are to be included in the first lease payment.

### Article IV

#### Lease Terms and Commencement Date:

The term of this Lease Agreement shall be for a minimum of five (5) months, commencing on the date that said Leased Equipment is delivered and accepted by Lessee. In the event that said Leased Equipment is not returned upon the agreed expiration date, this Lease Agreement shall renew on the same terms and conditions on a month to month basis until either party provides a thirty (30) day written notice of termination and said Leased Equipment is returned as per this Lease Agreement.

### Article V

#### Lease Rate:

Lessee agrees to pay to Lessor Five Thousand Two Hundred Fifty Dollars (\$5,250.00) per each Leased Bus per month. Upon execution of this Lease Agreement, Lessee shall pay to Lessor the sum of Forty-Seven Thousand Two Hundred Fifty Dollars (\$47,250.00) for the Leased Equipment, which represents the first monthly payment due for this Lease Agreement. All remaining payments are due within thirty (30) days of invoice date.

Lessee agrees to pay registration fees in the state(s) where buses are to be operated. Lessee agrees to maintain current registration on the vehicles for the duration of this Lease Agreement.

Lessee agrees to pay a security deposit in the amount equal to one month's lease payment for said Leased Equipment, for a total of Forty-Seven Thousand Two Hundred Fifty Dollars (\$47,250.00) ("Security Deposit"). Security deposit shall be included in the first payment due under the Lease Agreement. Upon expiration of this Lease Agreement, the security deposit shall be refunded within thirty (30) days of Leased Equipment being returned to Lessor.

**Lease to Buy Option:** if during the term of the lease, Lessee chooses to purchase the Equipment, 55% of lease payments made will be applied to the purchase price. Purchase price is set at \$75,000 per vehicle.



## Article VI

### Damage Repairs:

Lessor shall inspect said Leased Equipment upon their return for physical damage, and at its discretion shall determine whether cosmetic or mechanical repairs or adjustments are necessary due to the extent and nature of the physical damage, if any. If Lessor determines that such repairs are necessary, documentation of any such cosmetic or physical damage, or alleged necessary mechanical repairs shall be provided to Lessee immediately for verification and approval. In the event there is a loss of use to the Lessor, Lessee agrees to pay Lessor for the loss of use of said Leased Equipment at the rate of One Hundred Dollars (\$100.00) per day, plus materials. The daily responsible rate shall apply from the day the work commences to the day the work is completed, and shall be performed in an expeditious and reasonable amount of time for the work necessary in the discretion of the Lessee.

## Article VII

### Exclusive Use and Control:

Lessee, during the term of this Lease Agreement and while said Leased Equipment is in Lessee's possession, shall have the absolute and exclusive control of said Leased Equipment in the same manner as though Lessee were the absolute owner.

Lessee will employ and have absolute control and supervision over the driver(s) of said Leased Equipment and Lessor shall not in any manner interfere therewith. The driver(s) shall occupy the relationship of servant to Lessee; and as master, Lessee shall pay all wages, social security and unemployment taxes, workmen's compensation, or any other taxes which may be imposed by reason of the employment of persons.

Lessor shall be responsible for all licenses on the Leased Equipment and any and all taxes payable to, or which may become hereafter payable to, the Federal, State, County or any municipality by reason of said operation, gross receipts or ownership of Leased Equipment herein described as subject wholly to the control and direction of Lessee.

## Article VIII

### Insurance:

- a) Lessee shall furnish Lessor with proof of liability insurance, providing coverage of \$500,000.00 single limit public liability and Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) property damage insurance per Leased Bus and as LOSS PAYEE on the stated value of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) per Leased Bus. Lessee agrees that if a property claim is made, that Lessee will collect property damage and forward monies to Lessor up to the stated value of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) per Leased Bus.

- b) Lessee shall, with an insurance company reasonably satisfactory to Lessor and without cost to Lessor keep said Leased Equipment fully insured against loss by fire, theft or collision in an amount equal to the value of said Leased Equipment; that in event of total loss of any piece of said Leased Equipment covered hereunder; once the replacement cost is paid in full to Lessor by the insurance carrier; then, in that event there shall be no further obligation on the part of Lessee under this Lease Agreement as respects such piece of said Leased Equipment. The parties to this Lease Agreement stipulate and agree that the value of said Leased Equipment herein is set at Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) per Leased Bus.
- c) Lessor shall furnish Lessee with proof of liability insurance providing coverage of \$500,000.00 single limit liability and Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) property damage insurance per Leased Bus in the event of negligence on behalf of Lessor, and shall include indemnity in the event of alleged or actual negligent acts of Lessor, its officers, agents or employees.

#### Article IX

##### Indemnity and Hold Harmless:

Lessee agrees to indemnify and hold Lessor harmless for any damages arising out of the use, maintenance, or operations of said Leased Equipment by the Lessee or any third party for any purpose whatsoever, with the Lessee's responsibilities more fully described hereinafter.

- a) Definitions. The following definitions shall apply when used in this Lease Agreement:  
A '**Claim**' means any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including any employee or agent of Lessee, or by reason of damage to or destruction of any property, including property owned by Lessee, caused or allegedly caused-by: (1) any cause whatsoever while the injured person or property is a passenger or operator of a Leased Bus or in any way injured by the operation of a Leased Bus or injured by any personal property owned by Lessee; (2) some condition of a Leased Bus not a result of Lessor failing to provide heavy maintenance; (3) some act or omission by Lessee or any person, on, or about a Leased Bus with the permission and consent of Lessee; or (4) any matter connected with Lessee's operation and use of the Leased Equipment. With respect to this paragraph only, the term Lessee shall include employees or agents of Lessee except as to the obligation to indemnify. '**Expenses**' means expenses (including attorneys' fees and any expenses incurred to establish a right to indemnification from Lessee), judgments, fines, penalties, settlements and other amounts actually and reasonably incurred by Lessor in connection with the investigation, defense, settlement or appeal of a Claim regardless of whether an actual court or administrative proceeding is instituted by the creditor.
- b) General Indemnity. Subject to the requirements and restrictions of the applicable provisions of the Lease Agreement and to the fullest extent legally permissible under the law, Lessee shall indemnify Lessor against all reasonable Expenses incurred as the result of a Claim. This indemnity is expressly agreed to include any claim, lawsuit, action or legal proceeding against Lessor by a Lessee employee, agent or guest.

- c) Payment of Expenses. All reasonable expenses incurred by Lessor in defending any Claim for which Lessor is entitled to be indemnified under this Lease Agreement shall be paid by Lessee prior to the final disposition of that Claim at the request of Lessor within thirty (30) days of receipt by Lessee of each reasonably detailed expense statement from Lessor. Notwithstanding the foregoing, Lessee retains the right to contest any Expense payments it makes to Lessor, whether made prior to any final disposition or not.
- d) No Automatic Adverse Presumption. The termination of any Claim by judgment, order, settlement, conviction, consent, decree or upon a plea of nolo contendere or its equivalent shall not, of itself adversely affect the rights of Lessor to indemnification except as may be provided herein.
- e) Effect of Insurance Coverage. The rights to indemnification provided in this Lease Agreement shall be in addition to the existence of any insurance policy maintained by Lessee, which exists as of the date of this Lease Agreement or as of the date a Claim is made under this Lease Agreement; provided, however, that to the extent any Claim made under this Lease Agreement is covered by insurance and timely paid to Lessor, Lessee will only be obligated to indemnify after the coverage under any applicable insurance policy is exhausted or coverage thereunder otherwise becomes unavailable.
- f) Enforcement Actions. Any right of Lessor to indemnification under this Lease Agreement shall be enforceable, in a Wyoming court of competent jurisdiction, if: (i) the demand for indemnification is expressly denied by Lessee in whole or in part; or (ii) no acceptance of the Claim is made by Lessee within thirty (30) days of a request. If Lessor is successful in such an enforcement action, in whole or in part, Lessor shall be entitled to be reimbursed for the Expenses of prosecuting its claim for indemnification under the Lease Agreement.
- g) Rights Cumulative; Intended Scope of Indemnification. The rights to indemnification and advancement of Expenses provided in this Lease Agreement shall be in addition to any rights to which Lessor may otherwise be entitled under other agreements or as a matter of law.
- h) Waiver of Subrogation. Lessee hereby waives its rights of recovery against Lessor, its successors, assigns, directors, agents and representatives in connection with any loss or damage caused to Lessee's property or employees and covered by any insurance policies of the Lessee.
- i) Consequential Damages. Neither party shall, in any event, be liable for any special, exemplary, incidental, indirect or consequential damages to the other party.

#### Article X

##### Dispute Resolution:

Any controversy, claim, or dispute arising out of **or related to this Lease Agreement or the interpretation, performance, or breach hereof, including (a "Dispute") shall be resolved according to the procedures set forth in this section, which shall constitute the sole dispute resolution mechanisms hereunder. In the event** that the parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall be first mediated by a retired judge or justice of any Wyoming state or **federal court. If the parties are unable to agree upon a mediator, either party may apply to the Inland Empire office of JAMS/Endispute, or its successor ("JAMS") for the appointment of a mediator from a panel of retired judges and justices** maintained by that organization; (i) if the parties are unable to resolve one or more Dispute(s)

by mediation, then either party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to **the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules")**. The arbitration shall be conducted in Teton County, Wyoming before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any Wyoming state or federal court. In all their substantive (as opposed to procedural or discovery-related) ruling, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Lease Agreement. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Teton County; **and (ii) any Dispute or portion** thereof, or any claim for a particular form or relief (not otherwise precluded by any other-provision-of-this Lease-Agreement that may-not-be arbitrated pursuant-to-applicable-state or-federal law shall be heard only in a court of competent jurisdiction in Teton County. If a party believes in good faith that all or part of a Dispute, or any claim for relief or remedy sought is not subject to arbitration under then-prevailing law, then that party may seek a determination to that effect from an appropriate court. If the court determines that the matter is not arbitrable or that the remedy sought is not available in arbitration, then the specific matter or request for remedy in question shall be resolved by the court, sitting without a jury, and the parties hereby irrevocably waive their respective rights to trial by jury **of any cause of action, claim, counterclaim or cross-complaint in any action or other proceeding brought by any party against any other** party or parties with respect to any matter arising out of, or in any way connected with or related to, this Lease Agreement or any portion thereof, whether based upon contractual, statutory, tortious or other theories of liability. All other matters and claims for relief shall be subject to arbitration as set forth above.

#### Article XI

- (a) Governing Law and Venue. It is the intention of the parties to this Lease Agreement that the laws of the State of Wyoming (irrespective of its choice of law principles) shall govern the validity of this Lease Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties under this Lease Agreement. Any action brought in state or federal court shall be proper in the County of Teton, State of Wyoming.
- (b) Entire Agreement. This Lease Agreement constitutes the entire understanding and agreement of the parties to this Lease Agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, inducements or conditions, express or implied, written or oral, between the parties with respect to this Lease Agreement.
- (c) Notices. Whenever any party to this Lease Agreement desires or is required to give any notice, demand or request with respect to this Lease Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed, United States certified mail, return receipt requested, postage prepaid, addressed to



If to Lessor:  
Shuttle Bus Leasing  
1863 Service Court  
Riverside CA 92507

If to Lessee:  
Town of Jackson  
Attn: Darren Brugmann START  
PO Box 1687  
Jackson WY 83001

Communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective three (3) business days after being deposited in the United States mail. Any party may change its address for communications by giving notice to the other party in conformity with this section.

(d) Driver Training. Lessee assures Lessor that its drivers are properly trained on said Leased Equipment operation and the correct use of any special equipment on said Leased Equipment.

(e) Subleasing. Said Leased Equipment under this Lease Agreement cannot be leased to a sub-lessee without written authorization from Lessor.

(f) Governmental Immunity. The Lessee, Town of Jackson, does not waive its sovereign or governmental immunity by entering into this Lease 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 Lease Agreement.

(g) Authority. Each Party represents that it has full authority to enter into this Lease Agreement, grant the rights and benefits herein described, and satisfy the obligations hereunder, without violating the rights of any third parties.

(h) Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall constitute an original. Facsimile copies shall be deemed originals

|                                        |                                    |
|----------------------------------------|------------------------------------|
| Lessee: <u>Town of Jackson</u>         | Lessor: <u>Shuttle Bus Leasing</u> |
| By: _____                              | By: _____                          |
| Name: _____                            | Name: _____                        |
| Title: _____                           | Title: _____                       |
| Date: _____                            | Date: _____                        |
| Attest: _____                          |                                    |
| <u>Sandra P. Birdyshaw, Town Clerk</u> |                                    |



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Transit - START

**PRESENTER:** Darren Brugmann

**MEETING DATE:** November 4, 2019

**SUBJECT:** Lease for START Bus Barn in Star Valley

### STATEMENT/PURPOSE

Present a lease proposal for council consideration that would enable START to park commuter buses currently used on the service to/from Lincoln County Commuter Service in an enclosed garage space. The space is a 10K square footage steel building located at 123 Sherwood Court, Etna, Wyoming 83118 (immediately south of START initial park/ride location in downtown Etna). Currently the START commuter vehicles are parked at a facility north of downtown Etna area – outside with zero coverage from the elements.

### BACKGROUND/ALTERNATIVES

For many years START has looked at options to locate the Star Valley Commuter buses in an enclosed climate controlled area, but have not been successful until this past summer. This option provides the best possible option for securing our commuter vehicles and keeping them out of the elements, specifically the winter season, whereas the buses would remain running over the night hours in below freezing weather to ensure vehicles were operational. This process is in direct conflict of Town Idling Policy Directive. Having publically owned vehicles parked in an unsecured, outdoor location was not ideal.

The facility required upgrades to be completed before we could occupy. Heating (propane), cement floor, drive turning area, bathroom and garage door improvements have been completed in time for our occupancy. The Landlord, Gary Edington Family with Etna Trade Park LLC have been tremendous to work with. We are very appreciative of their attention to our needs.

### COMPREHENSIVE PLAN ALIGNMENT

Section 2: Climate Sustainability through Energy Conservation – eliminating the extraordinary means to keep vehicles operational during winter season by eradicating idling and emissions is eliminated.

Section 7: Multimodal Transportation – allowing for alternate mode of transportation, commuter service, is clearly achieved by make the service safe and economical. Improving operational needs is met by this improvement in storage of the vehicles.

Section 8: Quality Community Service Provision – Services are vastly improved by improvement in this facility usage. Service to community will be greatly improved by have vehicles reliable at beginning of shift each weekday. Service interruption is eliminated by this facility upgrade.

### STAKEHOLDER ANALYSIS

Public Works is significantly impacted in that maintenance issues that occur because of vehicles being stored in the elements will be greatly reduced. Passengers will be effected in that reliability of service and comfort (vehicles warm at start up) will be greatly improved by vehicles being stored in an enclosed climate controlled facility. START Operators will have a secure, enclosed facility for their work report, including use of a restroom facility.

### FISCAL IMPACT

The fiscal impact is monthly rent in the amount of \$3,230/month. The current FY20 budget has allocated \$3450/month for this specific expense. Allocation for propane heating and electricity were not included in current FY20 budget as it was not known if this facility would be available and what utilities may be available to us. A budget amendment request will be forthcoming once these factors for utilities is known.

### STAFF IMPACT

None, other than Department Director oversight of the ongoing lease and Operations Manager with day-to-day use of the facility by our Operators.

### LEGAL REVIEW

Town Attorney has had significant input in the negotiation of the terms for this lease and approves this lease as presented.

### ATTACHMENTS

191030BusStorageStarValley.doc

### RECOMMENDATION

Staff strongly recommends approval of the lease as presented.

### SUGGESTED MOTION

Should the Council be ready to take action, one possible motion would be:

I move to authorize the Mayor to execute a lease with The Etna Trade Park LLC for a bus garage and parking space located in Etna, Wyoming.



## COMMERCIAL RENTAL AGREEMENT FOR WYOMING

This COMMERCIAL RENTAL AGREEMENT FOR WYOMING (hereinafter the "**Agreement**") is entered into on October 28, 2019, by and between **Etna Trade Park LLC**. (hereinafter "**Landlord**") and the Town of Jackson, **Southern Teton Area Rapid Transit** (hereinafter "**Tenant**") (Landlord and Tenant are each a "**Party**" to this Agreement and are collectively the "**Parties**").

### WITNESSETH:

**WHEREAS**, Landlord manages certain real property situated at 123 Sherwood Court, Etna, Wyoming 83118 (hereinafter referred to as the "**Premises**"). Landlord's business address is P.O. Box 5311, Etna, Wyoming 83118.

**WHEREAS**, Landlord desires to rent the Premises to Tenant upon the terms and conditions as contained herein;

**WHEREAS**, Tenant desires to rent the Premises from Landlord on the terms and conditions as contained herein; and

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **TERM.** This Agreement is for the renting of the above-described Premises for an initial term of three (3) years beginning at 12:00 noon on October 28, 2019 and continuing until October 31, 2022, or until such time as this Agreement is terminated in accordance with the terms herein. Tenant may take possession prior to the beginning of the term only upon receiving prior consent from Landlord. Provided that Tenant is not in default in any manner with respect to the terms and conditions of this Lease, Tenant shall have the right and option to extend the term of this Lease for two (2) additional subsequent terms of one (1) year each. In order to exercise its right to extend this Lease, Tenant shall give Landlord not less than one hundred eighty (180) days' notice in writing of Tenant's intent to exercise its option to extend the Lease.
2. **RENT.** Tenant agrees to pay Landlord rent in the amount of \$3,230.00 (three thousand and two hundred and thirty dollars), for the initial three-year term, due on or before the FIRST day of each month. The first rental payment will be due on November 10, 2019. All rental payments will be made as set forth below on or before the due date and without notice, demand, setoff, or abatement. Please be advised that any payments lost in the mail or otherwise late by no fault of Landlord will be treated as if unpaid until received. Landlord will receive any payments due under this Agreement as follows:

via Automated Clearinghouse Transfer ("ACH")

3. **PAYMENT METHODS ACCEPTED.** Landlord reserves the right to change the payment methods accepted at any time by giving notice to Tenant. Landlord accepts payment of any amounts that may become due under this Agreement by the following methods of payment:
  - a. ACH (for rent payments)
4. **LATE FEE.** In the event that any rental payment required to be paid by Tenant under this Agreement is not made within ten (10) calendar days after the due date has passed, in addition to the rental payment due, Tenant will pay Landlord a nonrefundable late fee of Ten Dollars (\$10.00) per day that rent continues to be late.
5. **DISHONORED PAYMENTS, NON-SUFFICIENT FUNDS.** Tenant will be liable for a nonrefundable sum of twenty-five dollars (\$25.00) for each payment Landlord receives that is dishonored by a banking institution (also known as "bouncing" a payment). If Tenant tenders a check or otherwise makes a payment that is dishonored by a banking institution, then, at Landlord's option, Landlord may require Tenant to make all future payments by a payment method of Landlord's choosing, such as by cash or cashier's check, until such time as Tenant obtains written consent from Landlord to use checks or other payment methods again.
6. **KEYS.** Landlord may charge Tenant a reasonable, nonrefundable lost key fee for each key lost by Tenant that Landlord must replace during or at the termination of the tenancy.
7. **UTILITIES.** Tenant is responsible for arranging and paying for all utilities (propane and electric, etc.), including all related costs and transfer fees. Tenant must promptly transfer any needed utilities into Tenant's name upon occupying the Premises.
8. **USE OF PREMISES; OCCUPANTS.** The Premises may only be used and occupied by Tenant for the purpose of carrying on a commercial enterprise. Tenant may not allow any person to reside or stay upon the Premises, or to permit business other than the Tenant's regular course of business to be transacted upon the Premises without written consent of Landlord. Tenant may not use the Premises for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant must comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises and any Furnishings, and must promptly comply with all orders, regulations, requirements, and directives of the Fire Department or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and its contents, for the prevention of fire or other casualty, damage, or injury, at Tenant's own cost and expense. Tenant is responsible for contacting Landlord, local authorities or a licensed attorney regarding any laws and regulations that they may have questions about.
9. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that the Premises are at the time of this Agreement in good order, repair, and in a safe, clean, and tenantable condition. Tenant will give Landlord written notice, including

photographic and/or video evidence, within five days after the beginning of the agreement of any portion of the Premises or Furnishings found to not be in such good condition.

10. **ASSIGNMENT, SUB-LETTING, AND RELEASE.** Tenant may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.
11. **ALTERATIONS AND IMPROVEMENTS.** Tenant may not make any alterations to the buildings or improvements on the Premises or its Furnishings or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
12. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the rental term, through no fault of Landlord or its agents, then Landlord or its agents will have no liability, but the rental payments herein provided will abate until possession is given. Landlord or its agents will have thirty (30) days to give possession, and if, with written acceptance of the then-existing conditions by Tenant, possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rent due starting from the date possession is tendered. In the event that possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder will terminate.
13. **HAZARDOUS MATERIALS.** Tenant may not keep on the Premises any item of an explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
14. **TENANT CONDUCT AND RESPONSIBILITIES.** Unless otherwise stated, Tenant will, at its sole expense, keep and maintain the Premises and Furnishings in good and sanitary condition and repair during this Agreement and any renewal thereof. Tenant's responsibilities include, without limitation, the following items, and any departure therefrom requires Landlord's prior written consent:
  - a. Obeying all rules and regulations posted by Landlord regarding the use and care of the Premises and Furnishings;
  - b. Not obstructing the driveways.
  - c. Not have any of the following prohibited items on the Premises or Property: illegal firearms or weapons, illegal drugs, hazardous or toxic chemicals or materials, or other items prohibited by law;
  - d. Keeping all windows, glass, doors, locks and hardware in good, clean order and repair;
  - e. Not building any fires or using grills on the Premises except in areas designated for such purposes by Landlord;

- f. Not obstructing or covering the windows or doors;
- g. Not tampering or disabling any smoke detectors installed on the Premises, and contacting Landlord for instructions on how to proceed should any smoke detectors become disabled or need new batteries;
- h. Not leaving windows or doors in an open position during any inclement weather; except as needed for ingress and egress of Tenant's buses.
- i. Not altering, rekeying, or installing any locks on the Premises;
- j. Not permitting waste matter of any kind to accumulate on the Premises;
- k. Not placing placards, signs, or other exhibits in windows or any other place where they can be viewed by other tenants or by the general public;
- l. Keeping all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and using the same only for the purposes for which they were constructed. Tenant may not allow any sweepings, rubbish, sand, rags, ashes or other such foreign substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse will be borne by Tenant;
- m. Maintaining order at all times and at all places on the Premises, and not making or permitting others to make any loud or improper noises, disturb other tenants, or otherwise create a nuisance by interfering with the quiet enjoyment of other tenants or those in the surrounding area;
- n. Notifying Landlord of any damage or of any situation that may significantly interfere with the normal use of the Premises or to any Furnishings or other property supplied by Landlord;
- o. Not causing harm to the Premises, negligently depleting the Premises' resources, or otherwise committing waste on the Premises;
- p. Depositing all trash, garbage, rubbish, or refuse in the locations provided therefore and not allowing any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building;
- q. Making all requests concerning security devices in writing;
- r. Abiding by any and all rules and regulations affecting the Premises appurtenant thereto that may be adopted or promulgated by Landlord or other entity having authority over the Property.

15. **MAINTENANCE AND REPAIR; LANDLORD RESPONSIBILITIES.** In addition to any responsibilities required by law, Landlord agrees to maintain the Premises in a safe and habitable condition; facilitate making any repairs required in order for the Premises to be in compliance with applicable building, electrical, fire and like codes, with such costs being borne by Landlord unless the repairs

were necessitated by the negligence or intentional acts of Tenant; and maintain, repair, and replace, whenever necessary, the heating, plumbing, air conditioning, and electrical systems of the Tenant's area and the Common Areas.

16. **TENANT'S RIGHT TO WITHHOLD RENT; OTHER REMEDIES.** Where a repair is the responsibility of Landlord, Tenant must notify Landlord with a written notice stating what item needs servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item, which in no case is more than fourteen (14) days. Tenant acknowledges that rent will not be withheld unless a written notice has been served on Landlord at the appropriate location, giving Landlord a reasonable time to fix said item, and Tenant has otherwise complied with all applicable procedures required under state law. In emergency situations, Tenant will provide notice as soon as possible. Tenant also has other remedies available when Landlord fails to repair a problem that materially affects the physical health or safety of an ordinary tenant. These remedies include the right to repair and deduct; terminate the Agreement; and obtain a judicial order that Landlord make the repair, reduce the rent, pay Tenant damages (including a civil penalty), and pay Tenant's court and attorney's fees.
17. **EXCESSIVE DAMAGE TO PREMISES.** Excessive damage to the Premises or Furnishings by Tenant, invitees, agents, or guests will be grounds for Landlord to evict Tenant. Should a portion of the Premises thereby be rendered uninhabitable, Landlord will have the option of either repairing such injured or damaged portion or terminating this Agreement.
18. **OBLIGATION TO NOTIFY.** Upon receiving notice thereof, Tenant will immediately notify Landlord of any defects, accidents, events, circumstances, conditions or hazards on the Premises or any systems thereof that have caused, are causing, or may cause injury or damage to the Premises or any person or property located therein or nearby. Notwithstanding the above, Tenant is not obligated to independently investigate or research any such defect, accident, event, circumstance, condition or hazard, but is only obligated to report such based on Tenant's reasonable observation.
19. **CONSTRUCTIVE EVICTION.** When conditions beyond Tenant's control cause the Premises to become wholly unfit for habitation due to damage by fire, water, nuisance or other casualty, and Landlord is responsible for remedying those conditions but does not do so within a reasonable time after notification by Tenant, Tenant may vacate the Premises, terminate this Agreement, and withhold future rent. Tenant may also choose to pay a proportionate share of the rent according to the nature and extent of the damage sustained until the Premises has been rebuilt or made fit for the purpose of carrying on Tenant's business as conducted before the event causing the Premises to be unfit. Landlord will repay Tenant a prorated amount for any rent paid in advance covering the remainder of the period that Tenant is constructively evicted.
20. **INSURANCE.** It is acknowledged that, unless otherwise noted, Landlord does not maintain insurance to cover Tenant's personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God and/or any other causes. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees unless resulting from Landlord's intentional or negligent acts. It is acknowledged that Landlord highly recommends that

Tenant carry renter's insurance for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property and/or vehicle due to fire or theft.

21. **ENTRY OF PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, or improvements as may be deemed appropriate by Landlord or required by law; to supply agreed services; in order to show it to prospective residents, purchasers, or lenders; to address an emergency; or as provided otherwise herein. Landlord and its agents will further have the right to exhibit the Premises and to display the usual "for sale," "for rent," or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement. The right of entry will likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Tenant agrees to make the Premises available to Landlord or Landlord's agents for purposes permitted under this Agreement. At all times Landlord must be provided with the keys, codes, or other items necessary for unlocking all locks and devices permitting entry. Tenant further agrees to seek permission from Landlord in writing if Tenant seeks to install any security or burglar alarm system and, if granted, to provide instructions on how to disarm such systems in case an emergency entry is required.
  - a. **Notice Required.** No advance notice is required for entry if Tenant requests maintenance, repairs, or improvements. In the event that Landlord reasonably believes that an emergency exists, such as a fire or serious damage or serious danger to the continued welfare of the Premises or Furnishings, or reasonably believes that the Premises has been abandoned, Landlord will not be required to provide Tenant with advanced notice before entering the property. In all other situations, Landlord is required to provide reasonable written notice in compliance with state law prior to entry.
22. **SUBORDINATION OF AGREEMENT.** This Agreement and Tenant's interest hereunder are and are subordinate, junior and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises or Furnishings by Landlord; all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances); the interest payable on such mortgages, liens, or encumbrances; and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.
23. **TERMINATION; TENANT'S HOLD OVER.** Either Landlord or Tenant may terminate this tenancy by serving the appropriate amount of notice in compliance with state law. Failure of Tenant to provide appropriate written notice to terminate this tenancy will result in Tenant's continuing obligation under this Agreement for an additional period.
24. **SURRENDER OF PREMISES.** Upon the termination or expiration of the Agreement, Tenant must surrender the Premises and Furnishings in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to reasonable wear and damage by fire, the elements, casualty or other cause not due to the misuse or neglect by Tenant or Tenant's invitees, visitors, licensees or subtenants. If Tenant changed the

color of the walls or made other such cosmetic changes, then Tenant must return the appearance of the Premises and Furnishings to the same state and condition as they were at the commencement of this Agreement unless otherwise agreed in writing. **If any of Tenant's property remains on the Premises after the last day of the term of this Agreement, such property will be considered abandoned unless Tenant received the prior written consent from Landlord to leave such property. Landlord may keep all abandoned property or remove such property at Tenant's expense.**

25. **QUIET ENJOYMENT.** If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises and Furnishings. **Note:** Landlord promises to notify Tenant in the event that Landlord has applied for a permit to demolish the rental unit or in the event there are outstanding inspection orders, condemnation orders, foreclosure proceedings or declarations that the Property is unfit.
26. **EMINENT DOMAIN.** If the Premises, any part thereof, or any part of the Common Areas that substantially impact Tenant's use of the Premises is permanently taken or condemned for a public or quasi-public use or purpose by any competent authority, this Agreement will terminate as of the date title vests as a result of the taking. Landlord will repay Tenant a prorated amount for any rent paid in advance covering the remainder of the period in which the taking occurs.
27. **INDEMNIFICATION.** Landlord will not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant agrees to protect, indemnify and hold Landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of Tenant concerning the Premises or Furnishings; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or Furnishings or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
28. **NON-LIABILITY OF LANDLORD.** Landlord will not be liable for any damage or injury that may be sustained by Tenant or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste, or soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical, gas, power conveyor, refrigeration, sprinkler, air conditioning, or heating systems, elevators, or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or any other tenant's agents, guests, licensees, invitees, subtenants, assignees,



or successors; or attributable to any interference with, interruption of, or failure beyond the control of Landlord, of any services to be furnished or supplied by Landlord.

29. **ARBITRATION REQUIRED.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled only by arbitration administered by the American Arbitration Association.
30. **REIMBURSEMENT.** If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Agreement. Upon Landlord's written consent, Tenant may make improvements or repairs to the Premises or Furnishings, or undertake an obligation of Landlord's, and deduct the relevant expenses from rental payments.

If Landlord fails or refuses to comply with any of the terms and conditions of this Agreement, Tenant may carry out and perform such conditions at the cost and expense of Landlord, which amounts will be payable on demand to Tenant. This remedy will be in addition to such other remedies as Tenant may have by reason of the breach by Landlord of any of the terms and conditions of this Agreement.

31. **LIENS.** If any mechanical, construction, or other liens are created or filed against the Premises or Furnishings by reason of labor performed or materials furnished for Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, Tenant will upon demand, at Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle Landlord to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law.
32. **WAIVER OF SUBROGATION RIGHTS.** So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, all risks, or other now or hereafter existing for the benefit of the respective Party but only to the extent of the net insurance proceeds payable under such policies. Each Party agrees to obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.
33. **DEFAULT.** If Landlord determines that Tenant is in default of this Agreement, Landlord will provide Tenant with the appropriate written eviction notice as specified under state law and under which Tenant may have a limited number of days to cure the default unless otherwise excepted.
34. **NON-WAIVER OF RIGHTS.** Either Parties failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, will not be deemed a waiver by the other of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant will not be deemed a waiver of such default, nor will it limit Landlord's rights with respect to that or any subsequent right.

35. **ABANDONMENT; EVICTION.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the rental term, and Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. At this point, Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord will consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord deems proper, and Landlord is hereby relieved of all liability for doing so.
36. **NOTICE.** Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**IF TO LANDLORD SEND TO:**

GARY EDINGTON  
P.O. Box 5311  
Etna, Wyoming 83118

**IF TO TENANT SEND TO:**

Town of Jackson

**Attn:** START BUS

P.O. Box1687  
Jackson, Wyoming 83001

Landlord and Tenant each have the right from time to time to change the place of notice by giving the other Party written notice of this change. Tenant must immediately notify Landlord or manager of the Premises in person or at above address of any emergencies, dangerous conditions, or defects in and about the Premises or Furnishings of which Tenant becomes aware.

37. **TELEPHONE NUMBERS AND EMAILS.** Both Landlord and Tenant are entitled to know each other's telephone number, if any, at all times. Landlord and Tenant agree to notify each other within five (5) calendar days of any change in their respective telephone numbers or emails.

**Landlord's Telephone Number(s):** (307) 733-8515

Tenant's Telephone Number(s): (307) 733 - 3932

Landlord's Email Address(es): gjedington@gmail.com

Tenant's Email Address(es): dbrugmann@jacksonwy.gov

38. GENERAL TERMS

- a. **Entire Agreement.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant in executing and delivering this Agreement is not relying upon, any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in this Agreement. It is understood and agreed that all understandings and agreements of the Parties are merged into this Agreement, which alone fully and completely expresses their agreements.
- b. **Modification.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement may not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.
- c. **Severability.** If any provision of this Agreement or the application thereof is held, for any reason and to any extent, invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law.
- d. **Cumulative Rights.** Landlord's and Tenant's rights under this Agreement are cumulative and will not be construed as exclusive of each other unless otherwise required by law.
- e. **Binding Effect.** The covenants, obligations, and conditions herein contained will be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto. The obligations of Landlord under this Agreement will not be binding upon Landlord named herein with respect to any period subsequent to the transfer of Landlord's interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations will thereafter be binding upon each transferee of the interest of Landlord.
- f. **Governing Law.** This Agreement will be governed, construed, and interpreted by, through, and under the laws of the State of Wyoming.
- g. **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenant.
- h. **Constructions.** The pronouns used herein include, where appropriate, either gender or both, singular and plural. The terms "Landlord" and "Tenant" include the singular as well as the plural.

- i. **Non-Waiver.** No indulgence, waiver, election, or non-election by Landlord under this Agreement will affect Tenant's duties and liabilities hereunder.
- j. **Time of Essence.** Time is of the essence for this Agreement.
- k. **Force Majeure.** Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war; reasonably unforeseen supply shortages; changes in law or regulation; strikes; riots; lock-outs; labor troubles; power outages caused by weather or third parties; and natural events, such as blizzards, torrential rain, or tornadoes.
- l. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.
- m. **Governmental Immunity.** The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Tenant further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

*[Signatures follow on next page]*

LANDLORD:

Print: GARY EDINGTON

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT:

TOWN OF JACKSON,

A municipal corporation  
of the State of Wyoming

\_\_\_\_\_  
BY: Pete Muldoon, Mayor

\_\_\_\_\_  
ATTEST: Sandra P. Birdyshaw, Town Clerk



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Energy Conservation Works JPB    **PRESENTER:** Johnny Ziem

**MEETING DATE:** 11/4/2019

**SUBJECT:**    **Funding Reallocation Request for FY'20 Electric Vehicle Charging Projects**

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### STATEMENT/PURPOSE

The purpose of this item is to obtain Council authorization for the use for 2010 Energy SPET Funds for the procurement and installation of Electric Vehicle Charging equipment at the START Facility, Town of Jackson Public Works Facility, Town of Jackson Parking Garage, and the Jackson Town Hall.

### BACKGROUND/ALTERNATIVES

According to emissions inventories of Teton County, ground transportation accounts for >60% of our community-wide emissions. Partnering on projects that address this issue aligns with ECW Objective # 2, *'To partner with and support the wide array of organizations working on reducing emissions from transportation.'* This project addresses a key barrier to the electrification of local vehicles by supporting the installation of nine charging units for the incoming Proterra 100% Electric Busses at the START building, two level II charging stations for Town of Jackson fleet vehicles at Town Hall and Public Works, and one DC fast charger for public use at the Town of Jackson Parking Garage.

The life cycle GHGs emissions for EVs (includes vehicle manufacturing, battery manufacturing, and operation) are roughly half of those from gas powered vehicles and when considering that 87% of our local electricity is derived from hydroelectricity, this becomes one of the best places in the US to plug in and drive an EV. All Town of Jackson-owned electric vehicle charging stations are also supplied with 100% local, micro-hydroelectricity.

“Electric vehicles (EVs) are a critical part of the American transportation future given their potential to dramatically cut global warming emissions – especially when charged by a clean electric grid\*.”

-Union of Concerned Scientists - Electric Vehicle Greenhouse Gas Emissions Report, Nov. 2015

START Bus was selected for Federal Transit Authority Low/No Emissions funding to cover the cost differential between diesel busses (funded through other FTA and START mechanisms) and full electric busses. The program has a recent history of funding only 100% EV drive busses to achieve the highest emissions reductions. In 2020 START will begin to receive these busses. This project provides funding for the bus chargers and their installation.

The proposed DC fast charging station will provide ~100 miles of range per 30 min of charging for compatible vehicles, which is like rates of the Tesla Super Chargers. Unlike Tesla charging, this charger will be accessible to all EVs with universal adapters. DC fast charging provides such a high rate of recharge because it delivers current directly to the vehicle's batteries, whereas, level II alternating current (AC) charging is routed through an on-

board charging module slowing the delivery of electricity. This would be the second (non-Tesla) DC fast charger in the state of Wyoming, with the other located in Cheyenne. It will play an important role in adding to the growing network of stations in the Greater Yellowstone Electric Vehicle (GYEV) project area.

The Town of Jackson added one Chevy Bolt EV to its Public Works fleet this year and the Jackson Police Department plans to add one as well. With two new EVs in the Town fleet, one of which is a police vehicle that resides at the Town Hall, the Town needs to install a level II charging station at Town Hall and Public Works to serve the fleet vehicles.

## COMPREHENSIVE PLAN ALIGNMENT

**Principle 1.2** “Preserve and enhance water and air quality”:

**Policy 1.2.d:** Improve Air Quality

**Principle 2.1** – Reduce consumption of non-renewable energy

**Principle 2.3**— Reduce energy consumption through transportation

**Policy 2.3.a: Meet future transportation demand through the use of alternative modes**

Principle 7.1

**Policy 2.3.b: Create a safe, efficient, interconnected multimodal transportation network**

Principle 7.2

## STAKEHOLDER ANALYSIS

ECW, LVE, Town of Jackson, and Yellowstone-Teton Clean Cities have worked for >12 months to narrow potential sites and select a location for Jackson’s first DC Fast Charging station. The decision has been made to locate this first DC Fast Charging Station at the Town Parking Garage. The site offered the correct combination of access to services, installation costs, existing level II charging, proximity to downtown, and necessary infrastructure. This decision was supported by the Energy Conservation Works Joint Powers Board through their recommendation below.



## FISCAL IMPACT

| VEHICLE ELECTRIFICATION PROJECTS                                             |                      |
|------------------------------------------------------------------------------|----------------------|
|                                                                              |                      |
| <b>Cost</b>                                                                  |                      |
| START Bus Charging Equipment                                                 | \$ 488,000.00        |
| START Bus Charging Installation                                              | \$ 186,353.63        |
| DC Fast Charging Equipment                                                   | \$ 58,997.00         |
| DC Fast Charging Installation                                                | \$ 15,000.00         |
| TOJ Fleet Charging Equipment                                                 | \$ 4,632.00          |
| TOJ Fleet Charging Installation                                              | \$ 3,200.00          |
| <b>TOTAL</b>                                                                 | <b>\$ 756,182.63</b> |
|                                                                              |                      |
| <b>Funding</b>                                                               |                      |
| START CIP (Charger Installation)                                             | \$ 100,000.00        |
| START Lo/No Funding (Charger purchase)                                       | \$ 413,000.00        |
| 2010 Energy SPET (START Chargers and Installation)                           | \$ 161,353.63        |
| 2010 Energy SPET (TOJ Fleet and DC Fast Charging equipment and installation) | \$ 81,829.00         |
| <b>TOTAL</b>                                                                 | <b>\$ 756,182.63</b> |
|                                                                              |                      |
| <b>TOTAL 2010 Energy SPET Request</b>                                        | <b>\$ 243,182.63</b> |
|                                                                              |                      |
| <b>2010 Energy SPET Fund Balance</b>                                         | <b>\$ 406,000.00</b> |
|                                                                              |                      |
| <b>2010 Energy SPET Fund Remaining balance w/ approval</b>                   | <b>\$ 162,817.37</b> |

## STAFF IMPACT

Staff impact for this item will include project management and installation coordination to work within our budget and timeline. The Public Works Facilities Division will be coordinating this effort.

## LEGAL REVIEW

This item was reviewed by the Legal Department.

## ATTACHMENTS

Electric Charging Project Staff Report Final.pdf

Updated DC Fast Quote with Free Shipping.pdf

## RECOMMENDATION

The Energy Conservation Works Joint Powers Board recommends funding this slate of EV Charging Projects with funds from the 2010 SPET. At September's Regular meeting of the ECW Joint Powers Board, all members present unanimously supported this use of SPET Funds. That recommendation of \$ 232,905.63 did not include the most recent figures provide by the equipment supplier for the DC Fast Charging Equipment. That updated figure is reflected in this staff report.

## SUGGESTED MOTION

I move to approve using \$243,182.62 of the 2010 Energy SPET Funding for the installation of electric vehicle charging equipment and upon legal approval, authorize the Mayor to execute all necessary contract agreements.



# Quotation

Driving a Better Way™  
chargepoint.com

**Sales Representative:** Brad Myers  
**E-Mail:** brad.myers@chargepoint.com  
**Telephone:** 5092515213

**Quote Number:** Q-65758-1  
**Date:** 10/8/2019  
**Expires On:** 9/5/2019

**Primary Contact:** Johnny Ziem

## Bill To Address

Town of Jackson  
150 E Pearl Ave  
Jackson Wyoming 83001-8599  
United States

## Ship To Address

Johnny Ziem  
Town of Jackson  
150 E Pearl Ave  
Jackson Wyoming 83001-8599  
United States  
jziem@jacksonwy.gov  
(307) 733-4203

| Product Name         | Product Description                                                                                                                                                                                                                                                                                                                                                               | Qty | List Price | Disc% | Unit Price | Total Price |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------|------------|-------------|
| CPE250C-625-CCS1-CHD | ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires CPE250-CMT-IMPERIAL in US, CPE250-CMT-METRIC in Canada. CPE250-CMT-IMPERIAL/METRIC not included.                                                                                                | 1   | USD 40,800 | 5     | USD 38,760 | USD 38,760  |
| CPE250-CMT-IMPERIAL  | Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP | 1   | USD 0      | 0     | USD 0      | USD 0       |

| Product Name          | Product Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Qty | List Price | Disc% | Unit Price | Total Price |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------|------------|-------------|
| CPCLD-ENTERPRISE-DC-5 | 5yr Prepaid, DC, Enterprise Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/ Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*). (*) on supported DC stations. | 1   | USD 3,788  | 0     | USD 3,788  | USD 3,788   |
| CPSUPPORT-ACTIVE      | Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1   | USD 349    | 0     | USD 349    | USD 349     |

| Product Name        | Product Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty | List Price | Disc% | Unit Price | Total Price |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------|------------|-------------|
| CPEXPRESS-SITEVALID | Customer works with their own contractor to perform the construction and station installation. CPEXPRESS-SITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To be used when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. Note that a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPEXPRESS-SITEVALID is priced per power module. | 2   | USD 300    | 0     | USD 300    | USD 600     |
| EXPRESS-ASSURE5     | 5yr prepaid Assure Plan priced per power module                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2   | USD 7,750  | 0     | USD 7,750  | USD 15,500  |

**Quote Total:** USD 58,997.00

**Shipping and Handling:**

**Grand Total:** USD 58,997.00

#### Quote Acceptance

- All pricing is confidential between Customer and ChargePoint.
- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- All invoices are Net 30 days.
- Credit Checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>



- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

**By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.**

**Signature :**

**Title :**

**Name (Print) :**

**Date :**

**Company Name :**

**Requested Ship Date :**

**AP Contact Name :**

**AP Contact E-Mail :**



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:**

**PRESENTER:** Johnny Ziem

**MEETING DATE:** September 16, 2019

**SUBJECT:** Project Approval for the Installation of Electric Bus Charging Equipment

### STATEMENT/PURPOSE

The purpose of this item is to obtain Council authorization to approve the installation of electric bus chargers at the START Bus Facility and at the Public Works Fleet Shop.

### BACKGROUND/ALTERNATIVES

This vision for sustainable mobility is critical to the community because of the inextricable link between environmental stewardship and the region's economic viability. Jackson's economy is largely dependent on tourism, and the singular element that attracts visitors here and distinguishes Jackson Hole from all other areas in the country is the unsurpassed quality of its ecosystem. The community has set a vision for the transportation system that ensures the preservation of the area's natural resources and in turn benefits the economic health of the entire region.

By replacing diesel powered vehicles with 100% electric powered, we will be providing reduced fuel emission fleet for the area's transit service that will allow the system to grow to meet the increasing demand for transit and reduce annual operating and maintenance costs. Improving the region's transit service will promote job creation and access to jobs, and will connect people to national parks and other cultural and recreation destinations. This will increase the economic competitiveness of the entire region by attracting more visitors to the Greater Yellowstone area and making travel more affordable for everyone.

The project will help forward this ethic of conservation and stewardship through three basic strategies to increase the overall efficiency of the transportation system in a highly environmentally sustainable manner.

- 1) Reduce fuel use and carbon emissions by START operations
- 2) Reduce automobile trips in general
- 3) Increase fuel efficiency

### Public Bid Process

Staff received two bids through a two week public bid process, which are outlined below:

1. Delcon LLC \$194,600
2. Mountain Electrical \$168,247.63

### COMPREHENSIVE PLAN ALIGNMENT

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 2.1 – Reduce consumption of non-renewable energy
- Principle 2.3 – Reduce energy consumption through transportation

### STAKEHOLDER ANALYSIS

Stakeholder analysis for this project included discussions between START Bus, Bradley Engineering (Electrical Design), Lower Valley Energy, and the Public Works Facilities Division. All potential options for electrical design and installation were vetted through this stakeholder process.

### FISCAL IMPACT

In our FY20 Budget, we show a budgeted amount of \$100,000 in the START Bus budget. The lowest bid we received that met our specifications was from Mountain Electrical for \$168,247.63. The difference between what was budgeted and the lowest bid received is \$68,247.63. Further, above and beyond the scope of the

Mountain Electrical contract, there are additional costs for design, miscellaneous site preparation, and contingency, which totals \$18,106. The total cost including the Mountain Electrical Contract, design, site preparation, and contingency totals \$186,353.63.

Staff recommends appropriating this difference (\$86,353.63) out of the 2010 SPET (Energy Projects for Public Buildings). Though this cost difference was not appropriated in the 2010 SPET Budget for FY20, staff feels there is adequate unexpended funding available and this project meets the intent of the 2010 SPET.

| <b>START Bus Electric Charging Equipment</b> |  |
|----------------------------------------------|--|
|----------------------------------------------|--|

|                      |               |
|----------------------|---------------|
| <b>START Bus CIP</b> | <b>\$\$\$</b> |
|----------------------|---------------|

|                             |           |
|-----------------------------|-----------|
| Electric Charging Equipment | \$100,000 |
|-----------------------------|-----------|

|                  |  |
|------------------|--|
| <b>2010 SPET</b> |  |
|------------------|--|

|           |             |
|-----------|-------------|
| 2010 SPET | \$86,353.63 |
|-----------|-------------|

|                    |               |
|--------------------|---------------|
| <b>Expenditure</b> | <b>\$\$\$</b> |
|--------------------|---------------|

|                     |              |
|---------------------|--------------|
| Mountain Electrical | \$168,247.63 |
|---------------------|--------------|

|                     |         |
|---------------------|---------|
| Bradley Engineering | \$2,261 |
|---------------------|---------|

|                         |          |
|-------------------------|----------|
| Miscellaneous Site Work | \$14,000 |
|-------------------------|----------|

|             |         |
|-------------|---------|
| Contingency | \$1,845 |
|-------------|---------|

|                    |                     |
|--------------------|---------------------|
| <b>Total Cost:</b> | <b>\$186,353.63</b> |
|--------------------|---------------------|

### STAFF IMPACT

Staff impact for this item will include project management and installation coordination to work within our budget and timeline. The Public Works Facilities Division will be coordinating this effort.

### LEGAL REVIEW

The Town attorney may provide a final review of the contract prior to execution by the Mayor.

### ATTACHMENTS

Mountain Electrical Bid Result

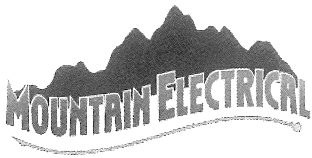
### RECOMMENDATION

Staff recommends project approval for the installation of electric bus charging equipment in the amount of \$186,353.63.

### SUGGESTED MOTION

I move that the Town Council approve the installation of electric bus charging equipment in the amount of \$186,353.63 and upon legal approval authorize the Mayor to execute all necessary contract Agreements.





# Bid Proposal

## Start Bus Electric Chargers

### Mountain Electrical

PO Box 1991  
3955 Antelope Lane  
Jackson, WY 83001  
Phone: 307-733-8367

Town of Jackson

8 August 2019  
Start Bus Electric Chargers

Attention: Kevin Meagher

Re: Proposal for Start Bus Electric Chargers

Mountain Electrical is pleased to quote the electrical installation on the Start Bus Electric Chargers project as per plans and specifications, specifically E0.0 to E4.0 dated 7.25.2019, with the following qualifications and exclusions:

#### Qualifications:

1. Provide and install 1600 amp, 480 volt Eaton main lug section at Start Bus facility.
2. Concrete pad for charging stations and Eaton main lug section at Start Bus facility.
3. Assist in installation of charging stations.
4. Installation of charging dispensers. Equipment stands provided by Town of Jackson where needed.
5. Conduit and wire per electrical drawings.
6. Bucket and fuses provided for disconnect at Maintenance Shop. However, per local Sq. D. supplier, there is not enough room in panel MP for the required fuse holder. Will require working with specifier on how to make this work.
7. Town of Jackson Electrical Permit free of charge.
8. All wiring to meet the requirements of the 2017 National Electrical Code.

#### Exclusions:

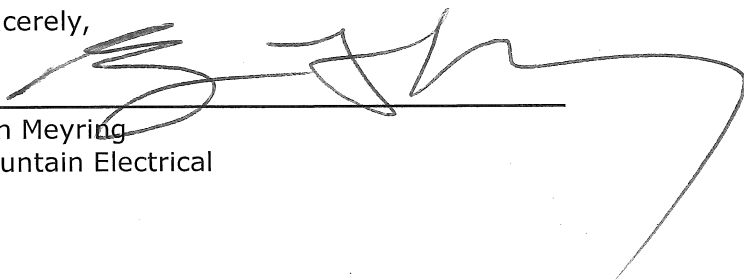
1. Omissions from Electrical Drawings or Specifications.
2. Trenching, backfill, cutting, patching, and roof penetrations.
3. Painting of electrical products.
4. Performance Bonding.
5. ProTerra charging stations or dispensers.

#### Pricing:

For the Sum of \$168,247.63

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us.

Sincerely,

  
\_\_\_\_\_  
Ben Meyring  
Mountain Electrical



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Legal

**PRESENTER:** Lea Colasuonno

**MEETING DATE:** November 4, 2019

**SUBJECT:** Franchise Agreement with CenturyLink and Ordinance

### STATEMENT/PURPOSE

The purpose of this item is for Council to consider and review a franchise agreement between the Town and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink").

### BACKGROUND AND ALTERNATIVES

CenturyLink provides the telephone system in the Town of Jackson, which requires use of the rights-of-way. CenturyLink has long had a franchise agreement allowing it to maintain and operate a wireline telecommunication system in, along, across, and/or under the public streets, alleys, etc. The previous franchise agreement expired and a new one has been negotiated.

The agreement is presented herein for Council consideration.

The options available to Council include:

1. Approve the franchise agreement as presented;
2. Direct staff to negotiate different terms or conditions and re-present the item at a future meeting.

### COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under:

#### **Section 4. Town as Heart**

- Principle 4.1 – Maintain Town as the central Complete Neighborhood
  - o Policy 4.1.d: Maintain Jackson as the economic center of the region Continuing Town's function as the community's economic center is essential in its role as the community's central Complete Neighborhood. Town is home to the majority of the retail opportunities, jobs and basic facilities and services needed by our community and visitors.

#### **Section 8. Quality Community Service Provision**

- Principle 8.1 - Maintain current, coordinated service delivery
  - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels A "service level" is defined as the quality and quantity of a service provided to the community. To ensure that services are delivered to the public in a safe, efficient and timely manner, the Town and County will use best practices in coordinating with governmental and nongovernmental service providers . . . .
  - o Policy 8.1.b: Coordinate with independent service providers The Town and County will coordinate with independent service providers to quantify and understand their service delivery goals, as well as their relation to the Common Values of the community.

### STAKEHOLDER ANALYSIS

Stakeholders include the Town as the caretaker of the public streets and right-of-way, the applicant constructing its infrastructure, and Town residents that use the roadways and the telecommunications infrastructure.

### FISCAL IMPACT

The Town will receive \$25,000 each year for the four-year term of Franchise Agreement.

### STAFF IMPACT

The staff impact of negotiating and reviewing franchise agreements is almost exclusively in the Legal Department, but includes consultation with the Engineering and Public Works Department as needed.

If the agreement is approved, its enactment requires three readings (an ordinance) and staff impacts accumulate in the Town Clerk's office.

### LEGAL REVIEW

Ongoing as needed.

### ATTACHMENTS

- Ordinance K

### RECOMMENDATION

Staff recommends approval of the franchise agreement and its codification as an ordinance.

### SUGGESTED MOTION

I move to approve Ordinance K on first reading for a new Franchise Agreement with Qwest Corporation d/b/a CenturyLink QC.

## **ORDINANCE K**

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE.

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

### **SECTION I.**

WHEREAS, the Town Council, having determined that Qwest Corporation dba CenturyLink QC s (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

#### **FINDINGS**

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the Town complies with the existing applicable State statutes, federal laws and regulations;
4. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
5. The Franchise granted to Grantee is nonexclusive.

### **SECTION 1** **Definition of Terms**

**1.0 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A.** “Communications Act” or “Act” collectively means the Federal Communications Act of 1934, as amended.
- B.** “FCC” means Federal Communications Commission or successor governmental entity thereto.
- C.** “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the System.
- D.** “Franchising Authority” means the Town of Jackson, Wyoming, or the lawful successor, transferee, or assignee thereof.
- E.** “Grantee” means CenturyLink, or the lawful successor, transferee, or assignee thereof.
- F.** “Person” means an individual, partnership, association, joint stock Grantee, trust, corporation, or governmental entity.
- G.** “Public Way” shall mean the surface of, and the space below and above, any existing or hereafter established public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other Public Way, dedicated primarily to public travel or utility use, including, but not limited to, utility strips expressly dedicated to the Franchising Authority, which, by virtue of the terms of dedication, the Franchising Authority may permit Grantee to use and occupy for purposes of installing the System to provide Telecommunications.
- H.** “Service Area” means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- I.** “Subscriber” or “Customer” means a Person or user of the System who lawfully receives Telecommunications or other services provided by Grantee with the Grantee's express permission.

“System” shall have the meaning and refer to, unless otherwise specified, the system constructed and operated in the Public Ways of the Town under this Agreement.

- J.** “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or

content of the information as sent and received, as defined by the Communications Act of 1934, as amended.

## **SECTION 2**

### **Grant of Franchise**

**2.0 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct, maintain and operate a wireline Telecommunications System in, on, along, among, across, or under Public Ways within the Service Area for the purpose of providing Telecommunications and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in, on, under, across, or along any Public Way and all extensions thereof and additions thereto, such wires, cables, conductors, ducts, conduits, vaults, manholes, cabinets, amplifiers, appliances, attachments, and other related property or communications equipment as may be necessary or appurtenant to the System for that purpose; such use being subject to the ongoing supervision of the Franchising Authority, and subject to the exercise of the Franchising Authority's police powers.

The grant does not encompass the right to provide, or authorize others to use the facilities to provide cable television services or video programming services except on a common carrier basis, and it does not permit Grantee to install, or permit others to install wireless facilities. An additional agreement or compensation may be required for such uses. The right to provide Telecommunications via wire otherwise includes the right to provide Telecommunications services and information services, subject to the foregoing.

#### **2.1 Purpose.**

- A.** To the extent permitted by state and federal law, the Franchising Authority reserves the right to require and regulate the provision of services and facilities by Franchisee. The central purpose of this Franchise is to define the general terms and conditions under which Grantee may occupy and use Public Ways to provide Telecommunications.
- B.** The Franchise is not in lieu of: permits or approvals, or associated fees therefore, that may be required in connection with particular activities in the Public Ways, including, but not limited to construction permits, building permits; traffic plans and authorizations that may be required under the land use codes of the Franchising Authority for particular placements or placements at particular locations, including, but not limited to design review requirements in historic districts; or licenses, leases or agreements that may be required for use of Franchising Authority property other than the Public Ways. Permits and authorizations must be applied for in a timely manner, and work may not commence before required permits or authorizations issue.
- C.** All work required of Grantee hereunder shall be performed at no cost to the Franchising Authority or to any governmental authority, except as specifically provided herein, or where required by Wyoming law.

**2.2 Term.** The term of the Franchise shall be for four (4) years. The franchise runs from January 1, 2020, through and includes December 31, 2023. The parties will commence good faith negotiations regarding a renewal franchise no later than June 1, 2023. If a new franchise is not agreed upon by December 31, 2023, this Franchise shall continue as a holdover franchise on a month-to-month basis until June 30, 2024, terminable by either party at any time.

**2.3** If a new franchise is agreed upon, the franchise fee agreed upon shall relate back to January 1, 2024. This section shall survive the scheduled expiration of the Franchise.

**2.4** If a new franchise is not agreed upon by June 30, 2024, each party shall have such rights as it may have under law upon termination of a franchise agreement.

### **SECTION 3**

#### **Minimum Conditions of Street Occupancy**

**3.0 Conditions of Street Occupancy.** In occupying, entering into, and conducting work in the Public Ways, Grantee will comply with all applicable federal, state, and local laws and regulations, and in addition, comply with the following minimum conditions:

- A.** All transmission and distribution structures, other lines, and equipment installed by the Grantee pursuant to the terms hereof shall be located so as to not unreasonably interfere with the use of Town streets or Public Ways for travel. Whenever it shall be necessary to install facilities, to dig or in any manner to disturb or interfere with any of Town streets or Public Ways, Grantee shall cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways, and shall not at any time encumber more of the streets than shall be reasonably necessary to enable the Grantee to fulfill the intent and purpose of this Franchise.
- B.** All construction, modification, repair and operation shall be performed in a manner that protects surrounding property from harm, and free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the Franchising Authority gives Grantee written notice of a failure by Grantee to comply with this subsection B, Grantee shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Grantee defaults in its obligations hereunder, the Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.
- C.** Grantee shall at all times keep and maintain the System's facilities free of all graffiti located thereon. If Franchising Authority notifies Grantee that graffiti is located on the System facilities, Grantee shall remove the graffiti within three (3) business days of the written notice. If Grantee defaults in its obligations hereunder the



Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

- D. Whenever and wherever Grantee shall rebuild, relocate or construct new cables or lines within the Public Ways of the Town, such cables or lines shall be located in the alleys or utility easements of the Town, however, if such location is not feasible, then a different location shall be selected, subject to approval of the Town Public Works Department. All transmission and distribution structures, other lines, and equipment shall be maintained in good condition, with neat and orderly appearance, and placed so as to minimize visual intrusions in the area in which they are placed.
- E. The Grantee may trim trees or other natural growth overhanging any of its System in the Service Area to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any damages caused to the Franchising Authority's property in the course of trimming, or shall, in Grantee's sole discretion perform the necessary work itself to redress the damage caused. Work must be performed in a manner satisfactory to the Franchising Authority (including, for example, with respect to the timing of tree replacement, and the type of tree to be planted).
- F. Grantee must own or control all components of System placed in the Public Ways, other than a support structure owned by a governmental entity or an entity which itself holds a franchise and which has been authorized to place the support structure within the Public Way. Excluding the support structure owned by such other entity, the System must be under the sole control and management of Grantee; and Grantee shall be liable for all acts or omissions, and all harms associated with that System, or its use of any support structure.
- G. Franchising Authority may require Grantee to reasonably cooperate with others to minimize adverse impacts on the Public Ways through joint trenching and other arrangements.

**3.1 Restoration of Property.** If during the course of the Grantee's construction, operation, or maintenance of the System there occurs a disturbance of any Public Way or other property by the Grantee, it shall, at its expense, replace and restore such Public Way or property to a condition equal to or better than that condition of the Public Way or property existing immediately prior to such disturbance; or, if different, to such condition as may be required by applicable codes and regulation governing the Public Way or property.

### **3.2 Relocation of System.**

- A. Grantee may be required to remove and relocate the System, subject to such notice as may ordinarily be provided to users of similar structures, if: (a) the structures to which they are attached or located within are removed, ordered to be removed or relocated; (b) to share use of the Public Way with other entities; or (c) to ensure

that the structures to which they are attached or located within do not interfere with the use of the Public Way by the public, or present a risk to public health or safety.

- B.** To the extent that Grantee is required to remove or relocate its System to share the use of the Public Way by a third party, nothing herein prevents Grantee from seeking compensation from that third party; or from raising a claim that the obligation to share is being applied in a manner inconsistent with applicable law.
- C.** The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Franchising Authority, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the System interferes in any way with the construction, maintenance, or repair of such public works, public improvements, or public projects, the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within thirty (30) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Franchising Authority), protect or relocate the System, as may be directed by the Franchising Authority or other governmental authority.
- D.** In any case where the System must be relocated, Grantee may, as an alternative to removing its System, abandon the System in place, except as the Franchising Authority or other governmental authority may otherwise direct. If funds are available to users of the Public Way for relocation, nothing herein prevents Grantee from seeking funding for relocation.

**3.3 Closing of Public Way.** Nothing in this Agreement shall be construed as a waiver or release of the rights of the Franchising Authority in and to Public Way. In the event that all or part of the Public Way within the Service Area is, pursuant to statutory procedures, (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned, or if ownership of the land in, under or over the affected Public Way is otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Public Way, or any part of such Public Way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Grantee shall remove the System facilities from such Public Way, except as may be reserved as part of the vacation or abandonment of the Public Way. Nothing herein is meant to preclude Grantee from pursuing any rights it may have under state law against a private Person if the Public Way is vacated for the benefit of that Person. The Franchising Authority shall provide reasonable prior written notice to Grantee of any such closing, vacation, or transfer to allow Grantee to remove and relocate its facilities where the right to continue to occupy and use such Public Way is not reserved for Grantee, and shall work with Grantee to identify alternative routes if facilities must be relocated.

### **3.4 Undergrounding.**

- A.** For all new installations, extensions, upgrades, and major maintenance of the System, the Franchising Authority will require the Grantee to underground the

System as required by its Municipal Code. As such, Grantee shall construct, operate, and maintain its lines underground, but may place other equipment in vaults or on pedestals above ground where permitted in accordance with the Franchising Authority's normal practices for the affected area.

- B.** Should the Grantee's service line be the single connection on a utility pole located within a Public Way, upon request of the Franchising Authority, the Grantee shall within sixty (60) days of the request, place its System underground and remove the overhead line from the pole, while maintaining services. Should the relocation of the System not be completed within sixty (60) days of the written request, the Grantee shall pay the Franchising Authority fifty (\$50) dollars per day, subject to applicable law, until the System is removed, provided, however, that Grantee may request an extension of the time to underground and remove its System from the pole, and the Franchising Authority will not unreasonably refuse to grant the extension where justified by weather conditions, or the amount of work required. The Franchising Authority agrees to give Grantee reasonable notice and access to the public utilities' facilities at the time they are placed underground for the purposes of facilitating the relocation of aerial facilities to underground locations.
- C.** A homeowner, building owner or developer may require Grantee to place facilities underground from the Public Ways in an area where the facilities could otherwise be maintained aboveground, provided the homeowner, building owner or developer is willing to pay the costs therefor. The Franchising Authority shall use reasonable diligence to provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of wireline facilities. The Franchising Authority agrees to require as a condition of issuing the permit, that the developer give the Grantee access to open trenches for deployment of facilities and written notice of the date of availability of trenches. Notice must be received by the Grantee at least ten (10) business days prior to availability. Developer shall be responsible for expense of the digging and backfilling of all trenches.
- D.** No new aboveground facilities may be placed in a local improvement district where utilities are to be undergrounded, except as otherwise provided in connection with the establishment of that local improvement district. Nothing in this Franchise prevents the Franchising Authority or residents of the Town from requiring Grantee to participate in a plan for a local improvement district, and to relocate, underground or otherwise move or modify its facilities in accordance with the requirements for the local improvement district subject to applicable law.

**3.5 Failure to Perform.** If Grantee defaults in its obligations to perform any work hereunder, (including, but not limited to relocation of its System), the Franchising Authority may perform the work, or cause the work to be performed, and charge the actual and reasonable cost thereof to and collect the same from the Grantee. Franchising Authority may not perform the work unless it provides the notice to Grantee required hereunder, except in the case of emergencies, where there is an imminent threat to Persons or property.

**3.6 All Work Performed Safely.** All work performed in connection with the System shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and durable quality. The Grantee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Grantee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with all legal and regulatory safety requirements of all permits, licenses, and other forms of approval or authorization. Grantee will comply with Franchising Authority requirements for identification of the System facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the Public Way. Grantee is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Franchise and applicable law when performing work on behalf of Grantee, and is jointly and severally responsible for their acts and omissions.

**3.7 Emergency Notification.** Grantee shall provide Franchising Authority with a twenty-four (24) hour emergency telephone number at which a representative of Grantee, not voice mail or a recording, can be contacted in the event of an emergency. The Company shall respond immediately to address a reported emergency.

**3.8 Required Reports.**

- A.** Upon request, the Grantee shall provide Franchising Authority a map as previously prepared, used and relied upon by Grantee in its normal course of business, clearly indicating the approximate location of all components of the System in the Public Ways. Such map shall be held as proprietary and confidential by the Franchising Authority, and is not intended to be released to the public.
- B.** Grantee, by January 15 of each year, shall provide the Franchising Authority with electronic information showing the location of its System within the Town, so that the approximate location of all lines and all powered equipment is identified. This shall be provided to the Franchising Authority in a format that is GIS compatible or an alternate as agreed to by both the Franchising Authority and Grantee. If Grantee claims the map is confidential under Wyo. Stat. § 16-4-203(d)(v), City will maintain the confidentiality in accordance with law.
- C.** Upon request, and to the extent not expressly required under a permit, Grantee will keep the Town Engineer apprised of the status of any work in the Public Ways.
- D.** Upon request, Grantee shall provide any required certificate of public convenience and necessity, and shall provide other proofs that it has authority to construct, modify, repair or operate the System.

**3.9 Temporary Changes for Other Permittees.** At the request of any Person holding a valid permit upon reasonable advance notice, Grantee shall temporarily raise, lower, or remove its System facilities, property, or equipment as necessary to permit the moving of a building, vehicle,

equipment, or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

#### **SECTION 4**

#### **Franchise Fee, Transfer, and Certain Franchising Authority Rights**

##### **4.0 Franchise Fee.**

- A.** Commencing January 1, 2020, in return for the rights granted hereunder, Grantee shall pay Franchising Authority a franchise fee of \$25,000 per annum, to be paid in quarterly installments, with each installment due 45 days after the end of the calendar quarter.
- B.** The fee may be modified if a court or agency of competent jurisdiction determines that the fee is not competitively neutral or unlawfully discriminates in favor of Grantee, and Grantee may be required to pay a higher, non-discriminatory and competitively neutral fee. Grantee reserves the right to challenge the franchise fee as discriminatory or not competitively neutral, favoring its competitors.
- C.** **Acceptance of Payment and Recomputation.** No acceptance of any payment shall be construed as an accord by the Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Franchising Authority may have for further or additional sums payable or for the performance of any other obligation of Grantee.
- D.** **Audits.** On an annual basis, upon thirty (30) days prior written notice, the Franchising Authority, including the Franchising Authority's auditor or his/her authorized representative, shall have the right to conduct an independent audit of the Grantee's records reasonably related to determination of the franchise fee owed. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall, subject to applicable law, pay the reasonable costs of the audit.
- E.** **Late Payments.** In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default subject to the provisions of Section 7 below.
- F.** **Tax Liability.** The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or will be required to be paid by businesses by any law of the Town, the State of Wyoming, or the United States including, without limitation, sales, use or other taxes, business license fees or other payments.

Payment of the franchise fees under this Franchise will not exempt the Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of the Grantee that may be lawfully imposed by the Franchising Authority.

**4.1 Intentionally omitted.**

**4.2 Transfer of Franchise.**

- A.** The Franchise or System, or control of the Franchise or of the System may not be assigned or transferred directly or indirectly by any means (all collectively referred to herein as “Transfers”) without the prior written consent of Franchising Authority, which consent shall not be unreasonably withheld, conditioned or delayed, provided: (1) Grantee is in compliance with this Franchise in all respects; and (2) that the Transfer does not create any additional burden upon the Public Ways or adversely affect the Franchising Authority’s interests under this Franchise.
- B.** Grantee may mortgage, pledge, or hypothecate its interest in the System without prior written consent provided that any such arrangement is subordinate to the terms of this Franchise, and will not permit any Person to succeed to the rights of Grantee under the Franchise without the Franchising Authority’s prior written consent, and will not result in any lien extending to municipal property or the Franchise itself.
- C.** The Franchising Authority’s prior written consent is not required for a corporate restructuring that results in a Transfer of all rights under this Franchise or in the System to an entity controlling, controlled by, or under common control with the Grantee, provided that (1) the Transfer is not part of a transaction that results in a change in, or change in control of, Grantee’s parent company; and (b) the entity that will be Grantee unconditionally accepts this Franchise; or (c) a transaction that involves the acquisition of all of the ultimate parent company of Grantee, but not a change in the Grantee.
- D.** In all cases, an assignee or transferee must accept all obligations of the Grantee, and responsibility for all acts and omissions of Grantee, known and unknown, unless the Franchising Authority expressly agrees otherwise.
- E.** Except as otherwise provided herein, the Franchise is not divisible by sublease, license or otherwise

**4.3 Non-exclusive Franchise.** The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and the Franchising Authority reserves the right to grant a similar use of said streets, alleys, public ways and places to any Person at any period of this Franchise.

**4.4 Franchising Authority Rights in Franchise.**

- A. The right is hereby reserved to the Franchising Authority to adopt, in addition to the provisions herein and existing applicable ordinances, such additional regulations, relative to this Franchise as it shall find necessary in the exercise of its general police powers.
- B. The Franchising Authority shall have the right, during the life of this Franchise, at fair market price and negotiated terms and conditions for services, and in accordance with a negotiated service order, to request that the Grantee provide services provided by the Grantee to Franchising Authority offices, core facilities, and/or utilities, including but not limited to Town Hall, Public Works, Police Stations(s), and Fire/EMS stations(s) that are passed by its System within the Town.
- C. The Franchising Authority shall have the rights, subject to the provisions of this Franchise to make such inspections of all construction and installation activities undertaken by the Grantee within the Public Ways of the Town as may be necessary to ensure compliance with this Franchise and all applicable Town ordinances.

## **SECTION 5**

### **Compliance**

#### **5.0 Books and Records/Reports**

- A. In addition to the audit rights provided for, the Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review and such of its books and records as are kept in the normal course of business at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations.
- B. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The Grantee shall not be required to provide personally identifiable Subscriber information, or other information is it prohibited by law from disclosing to the Franchising Authority. Nothing herein shall be interpreted to require the Franchising Authority to violate the Wyoming Public Records Act or Sunshine Laws, or to defend against a claim that documents produced must be disclosed. Franchising Authority shall notify Grantee if Franchising Authority receives a request to disclose confidential information, so that Grantee may take appropriate steps to protect its interest.



- C. Grantee may be required to prepare such reports, and cooperate in such inspections or testing as may be necessary to permit the Franchising Authority to determine compliance with this Franchise.

## **SECTION 6**

### **Insurance and Indemnification**

#### **6.0 Surety Bonds.**

- A. Grantee shall, as a material condition of this Franchise, and prior to the commencement of any work in the Public Way, deliver to the Franchising Authority a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the Franchising Authority to ensure the appropriate and timely performance of work in the Public Way and compliance with the obligations of its Franchise. 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 Town Solicitor in form and substance, and must be maintained until all obligations to Franchising Authority under this Franchise (including obligations to remove) are satisfied.
- B. If a higher bond amount would be required in connection with permits for work in Public Ways, Grantee shall provide an additional bond so that the total bonded amount equals the higher bond requirement.

#### **6.1 Insurance Requirements.**

- A. Grantee shall procure and maintain insurance for the duration of this Franchise against any and all claims for injuries to Persons or damages to property which may in any way arise from, or in connection with any work performed in connection with the System or pursuant to this Franchise by Grantee, its agents, representatives, or employees ("Work"). Such insurance shall be in the following minimum amounts, which assume that no hazardous materials will be associated with any part of the System and that the System will be of a kind and type regularly installed in the Public Way. The Franchising Authority may require additional insurance if, in the Franchising Authority's reasonable view, the System presents additional risks to it, the public or property.
- B. Minimum Coverages and Limits:
  - (1) General Liability: \$1,000,000 per occurrence
  - (2) Automobile Liability: \$1,000,000 per occurrence
  - (3) Workers' Compensation: Statutory Limits
  - (4) Employer's Liability: \$500,000/\$500,000/\$500,000
- C. Certificates showing proof of such insurance shall be submitted to Franchising Authority prior to commencement of any work in the Town. Further, it shall be an affirmative obligation upon Grantee to maintain the insurance policies in full

force and effect during the term of the Franchise. Each policy shall require that notice be provided to Franchising Authority thirty (30) days prior to cancellation of the policy. A substitute certification must be provided to the Franchising Authority prior to the date any insurance lapses or otherwise is terminated. Failure to comply with the insurance requirements shall be considered a material breach of this Franchise.

- D. The General Liability policy is to contain or be endorsed to name Franchising Authority, its officers, officials, agents, and employees as additional insureds as respects the liability arising out of the Work. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Workers' Compensation. Grantee shall maintain Workers' Compensation Insurance for all of Grantee's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the Franchising Authority, its officers, officials, agents, and employees. Grantee and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment, or employee benefits offered to its employees
- F. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of Wyoming, unless otherwise approved by Franchising Authority; and Grantee shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of Franchising Authority.

**6.2 Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the construction, modification, repair, or operation of the System. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

## **SECTION 7**

### **Enforcement and Termination of Franchise**

**7.0 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee

has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.1 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.0: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, Grantee shows within that 30-day period that it has initiated reasonable steps to remedy such default as promptly as is possible, and by a date certain. If Grantee fails to promptly complete the cure to the satisfaction of the Franchising Authority, the Franchise may be terminated after public hearing without further notice or opportunity to cure.

**7.2 Public Hearing.** In the event that the Grantee fails to respond to the notice described in Section 7.0 pursuant to the procedures set forth in Section 7.1, or in the event that the alleged default is not remedied to the satisfaction of the Franchising Authority within thirty (30) days, the Franchising Authority shall schedule a public hearing to consider any objections Grantee has raised with respect to the claimed default, and investigate the default to consider whether to terminate the Franchise. The Franchising Authority shall notify the Grantee in writing of the time and place of such public hearing and provide the Grantee with an opportunity to be heard.

**7.3 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

If the Franchise is revoked, nothing herein prevents Grantee from contesting the validity of the revocation in a court of competent jurisdiction. Except where continued operation would present a risk to the safety of Persons or property, Franchising Authority shall permit Grantee to continue to operate its System during the pendency of the dispute subject to the terms and conditions of this Franchise.

**7.4 Impossibility of Performance.** If either Franchising Authority or Grantee is prevented or delayed from fulfilling any term or provision of this Franchise by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, an action of government acting in its sovereign capacity that prevents performance hereunder, or similar events then performance shall be excused for the period it is prevented or delayed, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible. *Provided that*, this provision does not excuse a failure to perform under Sections 3.0.A, 3.1-3.3 or 3.7, or prevent Franchising Authority from exercising its rights under those sections or Section 3.5.

**7.5 Franchising Authority Termination Right.** Franchising Authority shall have the right to

terminate this Franchise (i) if the Franchising Authority is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the System from the Public Ways; or (ii) if Grantee's licenses to operate the System and/or provide Telecommunications service are terminated, revoked, expired, or otherwise abandoned; (iii) any material term is declared unenforceable; or (iv) there is a default by Grantee that is not cured within the time limits set forth within this Franchise.

**7.6 Removal due to Termination or Abandonment.** Following the termination of the Franchise for any reason, or in the event Grantee ceases to operate and abandons the System, Grantee shall, within one hundred twenty (120) days, remove the System from the Public Ways and restore the Public Ways to specifications prescribed by Franchising Authority. If Grantee defaults in its obligations hereunder, the Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from Grantee. Provided that, removal is not required as to any part of the System which Grantee has separate authority from the State or from the Franchising Authority to remain in place. Provided further, Franchisee may request the right to abandon its System in place, and Franchising Authority may permit that abandonment where it determines abandonment is in the public interest, and will not unduly burden the Public Way. Abandonment may be conditioned on providing all right and title to the portion abandoned to the System, free and clear of any encumbrances, so that the City may use, remove or otherwise dispose of the same as it determines appropriate.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.0 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.1 Theft of Service.** In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any Person to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the System without the express consent of the Grantee. Further, without the express consent of the Grantee, it shall be a misdemeanor for any Person to tamper with, remove, or injure any property, equipment, or part of the System or any means of receiving services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which will enforce the intent of this Section.

**8.2 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson  
Town Administrator  
P.O. Box 1689  
150 E. Pearl Avenue  
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Qwest Corporation d/b/a CenturyLink  
Network Infrastructure Support  
1025 Eldorado Blvd  
Broomfield, CO 80021

Qwest Corporation d/b/a CenturyLink  
Assistant General Counsel, Right of Way  
931 14<sup>th</sup> Street, 9<sup>th</sup> Floor  
Denver, CO 80202

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving written notice to the other. *Notwithstanding any other provision hereof*, in the event of an emergency or in a case where there is an imminent hazard to persons or properties, notice may be provided by telephone to the emergency contact required by this Agreement.

**8.3 Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.4 Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

**8.5 Effective Date.** The effective date of this Franchise is upon the effective date as adopted by the Jackson City Council pursuant to the provisions of applicable law.

**8.6 Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.

**8.7 Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.

**8.8 Sovereign Immunity.** The Franchising Authority does not waive its sovereign immunity

by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.

**8.9 No Advertisement.** Grantee shall not place any advertisement or other notice on or about the System which identifies the Grantee in any way (except for emergency notification postings, or postings required by law).

**8.10 Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

**8.11 Merger.** This document contains the entire agreements of the parties hereto with respect to the Franchise. No provision of this Franchise may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.

*[signatures follow on next page]*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Franchise Agreement on \_\_\_\_\_, \_\_\_\_\_.

Town of Jackson, WY

By:\_\_\_\_\_

Title:\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sandra Birdyshaw, Town Clerk

Qwest Corporation, d/b/a CenturyLink QC, Grantee

By: \_\_\_\_\_

Title: \_\_\_\_\_

**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 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





# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Public Works

**PRESENTER:** Johnny Ziem for Brian Lenz

**MEETING DATE:** November 4, 2019

**SUBJECT:** **P19-151:** ENCROACHMENT AGREEMENT WITH STAGE STOP, INC., FOR PROPERTY LOCATED AT 120 NORTH GLENWOOD STREET – Covered Walkway and Posts Within the Public Right-of-Way.

### STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner Stage Stop, Inc for an existing canopy with five support posts that extends 9-feet 5-inches into the Town right-of-way for 40-feet 8-inches along the east side of North Glenwood Street at 120 North Glenwood Street, legally known as Lot 12, Blk 7, Jackson.

### LOCATION

Stage Stop, Inc. is the owner of property described as 120 North Glenwood St. (please see the following vicinity map).



### BACKGROUND/ALTERNATIVES

The subject property is located within the Town of Jackson Lodging Overlay, UC (urban commercial) zoning district and is 0.28 acres (approximately 37,301 sf) in size.

The applicant is currently working on Phase 2 of the hotel development and has been working with the Town Engineer, Brian Lenz, regarding the existing and proposed encroachments into the Town right-of-way. An entry

canopy exists on site within the Town right-of-way on Glenwood Street, which was erected during Phase 1 of hotel construction in 2013 under commercial building permit B13-0135. The 2013 building permit was approved

#### STAKEHOLDER ANALYSIS

Included are the residents and visitors to the Town of Jackson and the applicant/business owner. The Town Council is the final decision maker on all policy decisions regarding the public right-of-way.

#### FISCAL IMPACT

None.

#### STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

#### LEGAL REVIEW

The legal review is ongoing as needed.

#### ATTACHMENTS

Proposed Encroachment Agreement with Exhibit A

#### RECOMMENDATION

Staff recommends approval of the Encroachment Agreement between the Town of Jackson and Stage Stop, Inc to allow a covered sidewalk canopy and posts to encroach into the Town's North Glenwood Street public right-of-way.

#### SUGGESTED MOTION

I move to approve the Encroachment Agreement between the Town of Jackson and property owner Stage Stop, Inc. to allow encroachment of a covered sidewalk canopy and posts into the Town right-of way at 120 North Glenwood Street and upon approval by the Town Engineer and Town Attorney, authorize the Mayor to execute necessary contract agreements.

## **TOWN OF JACKSON ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** ("Agreement"), by and between Stage Stop, Inc., with an address of PO Box 1677, Jackson, WY, 83001, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001, hereinafter referred to as "Town," together "Parties," provides as follows:

**WHEREAS**, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 120 North Glenwood Street

Location: North 35 feet of Lot 12 and Lot 13, Block 7, Jackson (MOS T-28M)

PIDN: [22-41-16-28-4-09-002]

**WHEREAS**, the Town is the owner of that certain public right-of-way known as North Glenwood Street, MOS T-28M, Plat #100, which public right-of-way adjoins Encroaching Party's property;

**WHEREAS**, the Encroaching Party shall encroach in a portion of the above-noted public right-of-way as set forth in Exhibit A, attached hereto and made a part hereof, for:

Covered sidewalk and posts as approved in Building Permit B13-0135 plans,  
(hereinafter "Encroaching Property");

**WHEREAS**, on November 4, 2019 the Jackson Town Council voted to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. [**Conditions if any**]; and

**WHEREAS**, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property within the Town right-of-way to the extent set forth herein.

3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

4. RELEASE OF CLAIMS:

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way in its present configuration and alignment and any of the present utilities within the Town rights-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

5. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

6. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both parties hereto and their respective successors and assigns in ownership.

7. TERM OF AGREEMENT:

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 hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at its sole cost initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original Encroaching Property, then all

its rights shall be reinstated nunc pro tunc, and in the case of replacement or reconstruction to the extent allowed by development regulations at the time of replacement or reconstruction, and preserved on the same terms set forth in this Agreement. Upon the development of compelling municipal interests with which the Encroaching Property 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 Encroaching Property.

8. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

10. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

11. BINDING EFFECT AND SEVERABILITY:

This 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 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 Agreement in all other respects shall remain valid and enforceable.

12. RECORDING:

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

13. GOVERNING LAW AND FORUM:

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

any party by virtue of which party drafted it or any portion thereof.

14. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

15. SOVEREIGN IMMUNITY:

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

16. WAIVER:

A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects 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.

**IN WITNESS WHEREOF**, the effective date of this Agreement is [Day Month Year].

***[signatures follow on next page]***

**ENCROACHING PARTY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WYOMING    )  
                                  )ss.  
COUNTY OF TETON    )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as its  
property owner this \_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

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

My commission Expires: \_\_\_\_\_

**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**

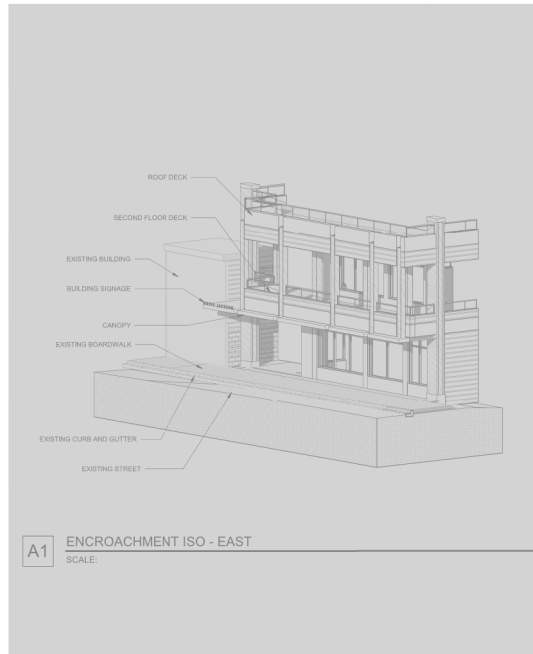
By: \_\_\_\_\_  
Pete Muldoon, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

Date: \_\_\_\_\_





NOT USED

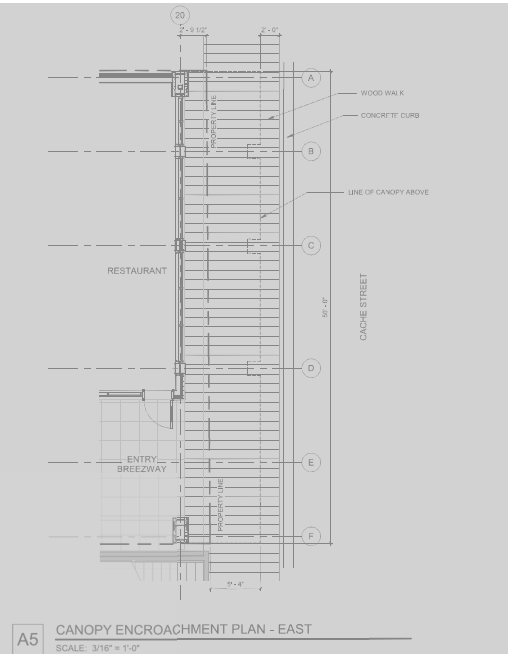
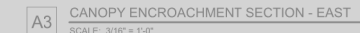
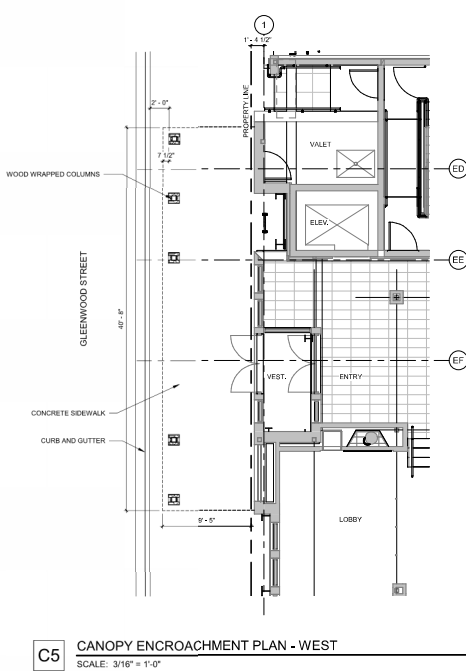
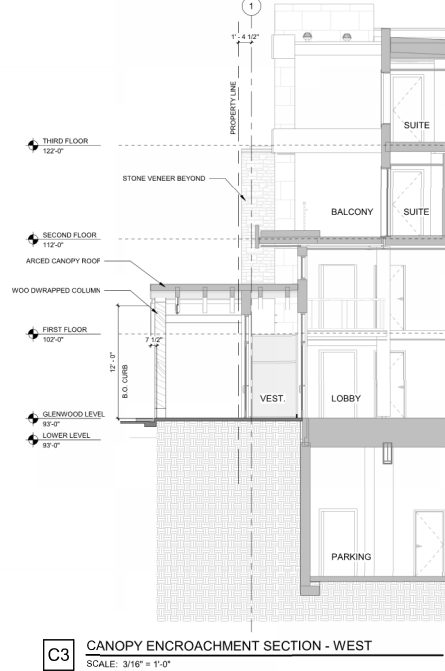
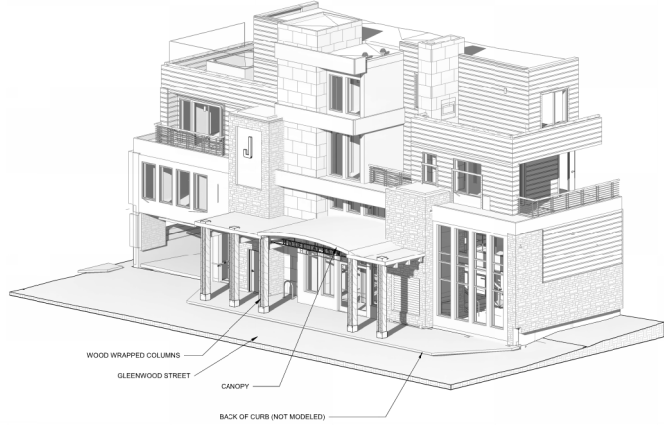


EXHIBIT A - ENCROACHMENT AGREEMENT





# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Public Works

**PRESENTER:** Johnny Ziem for Brian Lenz

**MEETING DATE:** November 4, 2019

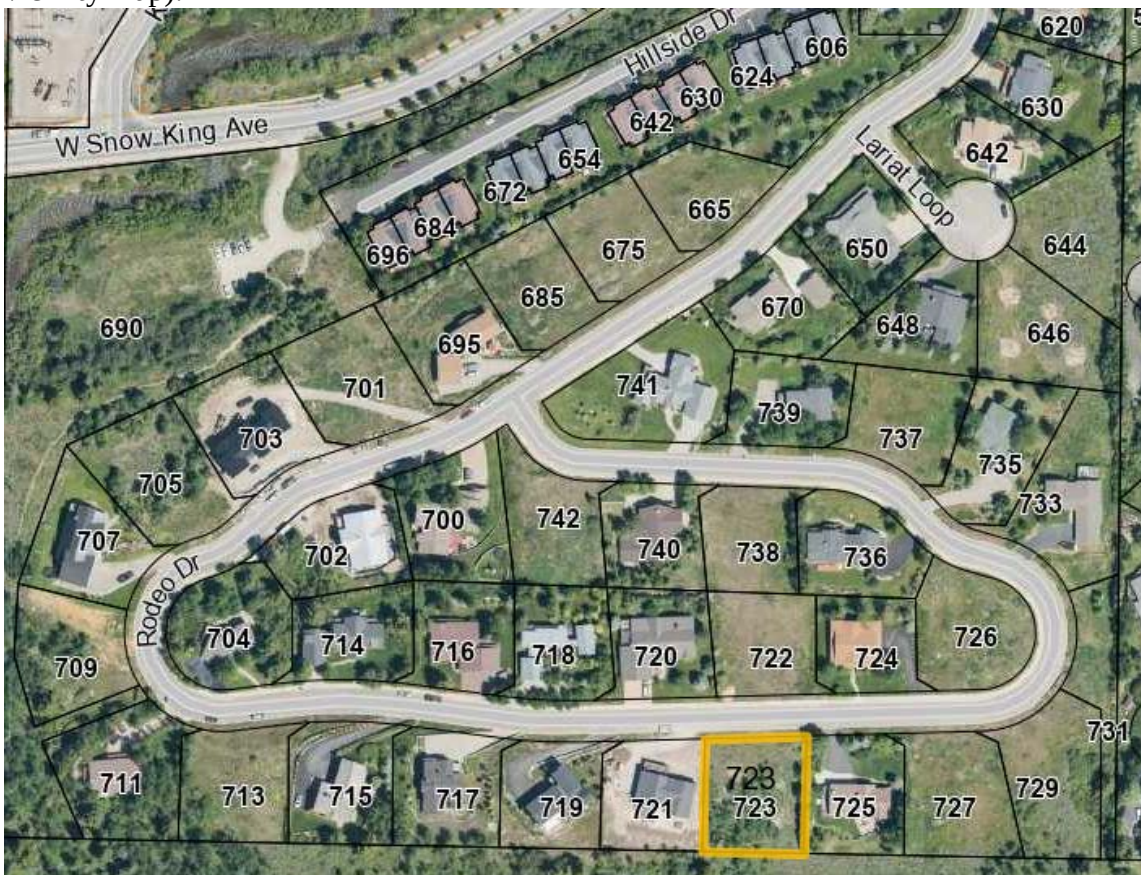
**SUBJECT:** **P19-188:** ENCROACHMENT AGREEMENT WITH TRIDENT HOLDINGS I WY, LLC., FOR PROPERTY LOCATED AT 723 RODEO DRIVE

### STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner Trident Holdings I WY, LLC for driveway retaining walls that extend approximately 10-feet into the Town right-of-way between the property boundary and curb and gutter for approximately 50 feet at 723 Rodeo Drive, legally known as Lot 18, Karns Hillside Addition.

### LOCATION

Trident Holdings I WY, LLC is the owner of property described as 723 Rodeo Drive (please see the following vicinity map).



### BACKGROUND/ALTERNATIVES

The subject property is located in the Karns Hillside Addition with NL-2, Neighborhood Low Density, zoning and is 0.39 acres (approximately 16,988 square feet) in size. The Karns Hillside Addition was platted in 1999.

The applicant has an approved building permit showing retaining rockery, or stacked boulder, walls extending along the sloped driveway, conditioned on approval of the encroachment prior to construction of the retaining

wall. The proposed encroachment into the TOJ Right of Way is necessary to allow driveway access from Rodeo Drive to the residence on the sloped site.

#### STAKEHOLDER ANALYSIS

Stakeholders include the Town as owner of the Town right-of-way, and the applicant/owner who require access to their property. The applicant proposing the retaining walls has the greatest risk regarding the ability to utilize their property. The Town as owner of the right-of-way, roads and utilities has a responsibility to maintain this infrastructure. These two stakeholders will benefit from the information contained in a recorded encroachment agreement regarding future use and maintenance of the roadway and utility infrastructure.

#### FISCAL IMPACT

None.

#### STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

#### LEGAL REVIEW

Ongoing as needed.

#### ATTACHMENTS

Proposed Encroachment Agreement with Exhibit A

#### RECOMMENDATION

Staff recommends approval of the Encroachment Agreement between the Town of Jackson and Trident Holdings I WY, LLC to allow retaining walls to encroach into the Town right-of-way.

#### SUGGESTED MOTION

I move to approve the Encroachment Agreement between the Town of Jackson and property owner Trident Holdings I WY, LLC to allow construction of driveway retaining walls into the Town right-of way at 723 Rodeo Drive and upon legal approval, authorize the Mayor to execute necessary contract agreements.

## TOWN OF JACKSON ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** ("Agreement"), by and between Trident Holdings I WY, LLC, with an address of 323 Park Ave, S, #4A, New York, NY 10010-2997, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," provides as follows:

**WHEREAS**, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 723 Rodeo Drive, Jackson, WY 83001

Location: Lot 18, Karns Hillside Addition

PIDN: 22-41-16-33-3-07-018

**WHEREAS**, the Town is the owner of that certain public right-of-way known as Rodeo Drive, Plat 0961, which public right-of-way adjoins Encroaching Party's property;

**WHEREAS**, the Encroaching Party shall encroach in a portion of the above-noted public right-of-way as set forth in Exhibit A, attached hereto and made a part hereof, for:

Retaining walls that extend approximately 10 feet into the Town right-of-way between the property boundary and curb and gutter for approximately 50 feet as shown in Building Permit B19-0534 plans, (hereinafter "Encroaching Property").

**WHEREAS**, on [Date of Town Council Meeting for approval] the Jackson Town Council voted to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. [Conditions if any]

**WHEREAS**, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property within the Town right-of-way to the extent set forth herein.

3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

4. RELEASE OF CLAIMS:

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way (or easement) in its present configuration and alignment and any of the present utilities within the Town rights-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

5. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

6. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both parties hereto and their respective successors and assigns in ownership.

7. TERM OF AGREEMENT:

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 hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original Encroaching Property, then all its rights shall be reinstated nunc pro tunc, and in the case of replacement or reconstruction to the extent allowed by development regulations at the time of replacement or reconstruction, and preserved on the same terms set forth in this Agreement. Upon the development of compelling municipal interests with which the Encroaching Property 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 Encroaching Property.

8. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

10. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

11. BINDING EFFECT AND SEVERABILITY:

This 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 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 Agreement in all other respects shall remain valid and enforceable.

12. RECORDING:

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

13. GOVERNING LAW AND FORUM:

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

14. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

15. 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.

16. 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.

17. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects 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.

**IN WITNESS WHEREOF**, the effective date of this agreement is [Day Month Year].

***[signatures follow on next page]***



By: \_\_\_\_\_

Its: \_\_\_\_\_

Witness my hand and official seal.

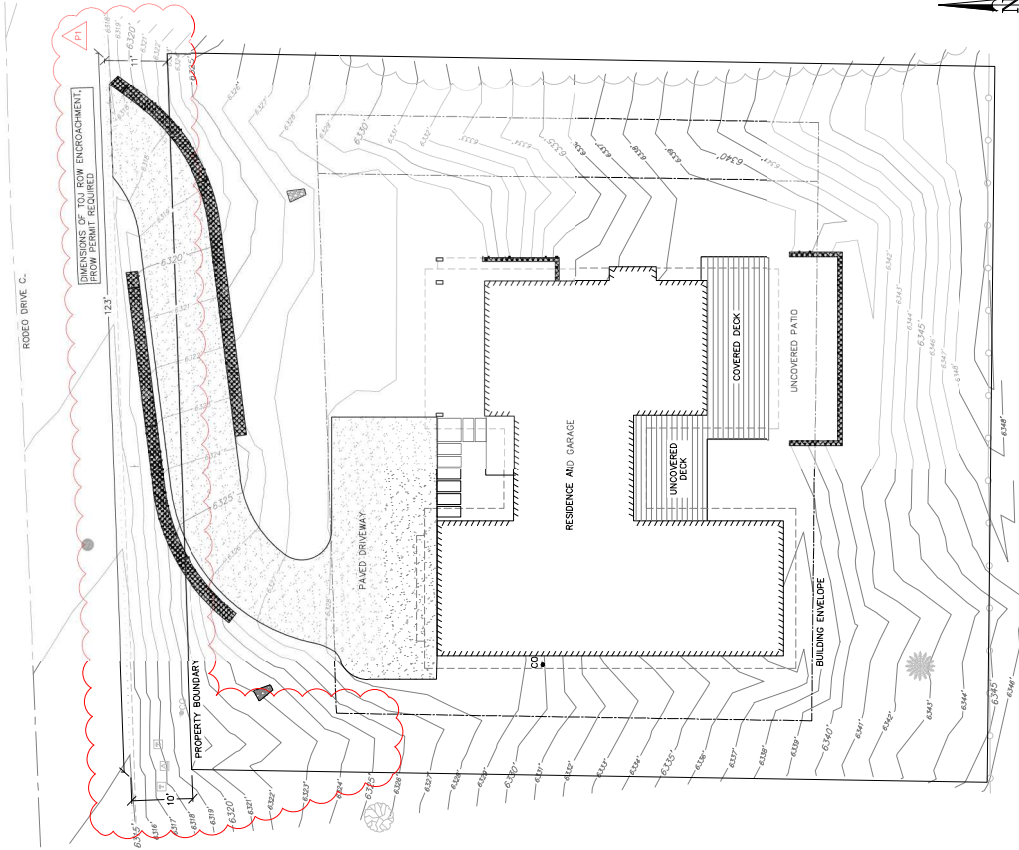
My commission Expires:

Date: \_\_\_\_\_

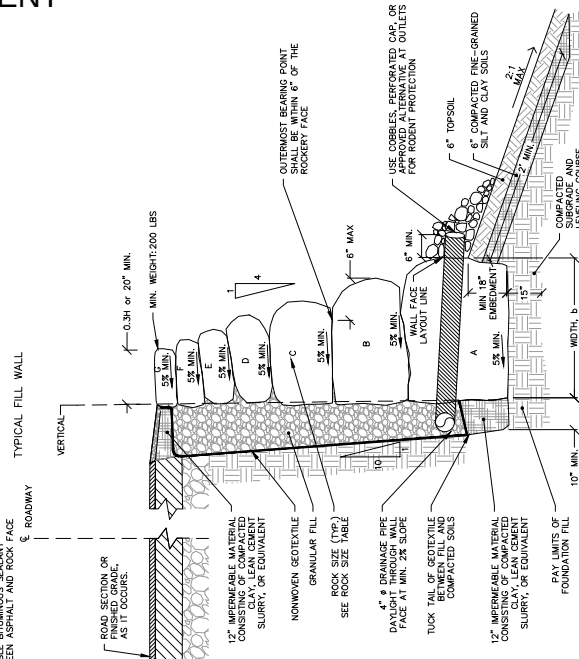
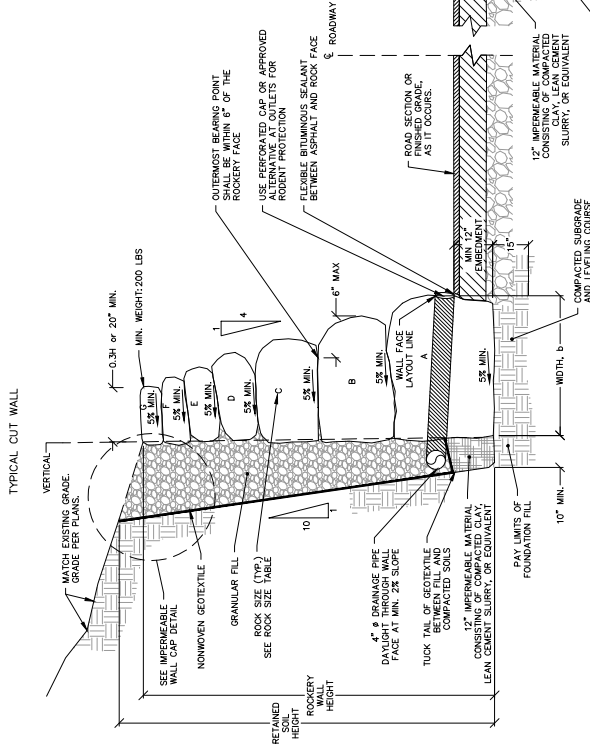
Date: \_\_\_\_\_

EXHIBIT A  
TO ENCROACHMENT  
AGREEMENT  
PAGE 1 of 2

- LEGEND**  
ENCROACHMENT - 10/10/2019
- (P) MAJOR CONTOUR
  - (P) MINOR CONTOUR
  - (P) STRUCTURE
  - (P) WALL
  - (P) EDGE OF DECK
  - (E) TOP BACK OF CURB
  - (E) CURB FLOW LINE
  - (E) ROAD CENTERLINE
  - (E) PROPERTY BOUNDARY
  - (E) BUILDING ENVELOPE
  - (E) TELEPHONE PEDESTAL
  - (E) ELECTRICAL TRANSFORMER
  - (E) SANITARY MANHOLE
  - (E) SIGNAGE
  - (E) CURB STOP
  - (P) RETAINING WALL



## TYPICAL CUT WALL



### TYPICAL ROCKERY SECTION

(NOT TO SCALE)

(REF. U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION (2006), ROCKERY DESIGN AND CONSTRUCTION GUIDELINES, FIG. 61, PUBLICATION NO. FHWA-CET/TD-06-006)

**NOTES:**

FOR THE PURPOSE OF CLARITY NOT ALL CALLOUTS ARE REPEATED IN BOTH ILLUSTRATIONS OF TYPICAL CUT AND FILL WALL CONDITIONS. UNLESS EXPLICITLY CALLED OUT IN THIS DETAIL, CONSTRUCTION AND INSTALLATION REQUIREMENTS SHALL BE CONSIDERED IDENTICAL FOR BOTH CONDITIONS.

1. DRAINAGE PIPE SHALL BE PERFORATED ADS BRAND, OR APPROVED EQUAL.
2. ROCK INFORMATION SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THIS INCLUDES SPECIFIC WEIGHT, STRUCTURAL STRENGTH, SALINITY AND OTHER CHEMICAL CHARACTERISTICS.
3. NONWOVEN GEOTEXTILE SHALL BE MIRAF 140N OR APPROVED EQUAL.

3. NONWOVEN GEOTEXTILE SHALL BE MIRAF 140N OR APPROVED EQUAL.

| ROCK SCHEDULE |                   |                    |
|---------------|-------------------|--------------------|
| Rock Size     | Rock Weight (lbs) | Average Width (ft) |
| 1             | 300 to 750        | 1.5 to 2.0         |
| 2             | 750 to 1750       | 2.0 to 2.75        |
| 3             | 1750 to 3900      | 2.75 to 3.25       |
| 4             | 3900 to 6400      | 3.25 to 3.75       |
| 5             | 6400 to 11200     | 3.75 to 4.25       |

NOTE:

1. ROCK WEIGHTS ARE BASED UPON A ROCK DENSITY OF 164 LB/CF. CONTRACTOR SHALL PROVIDE ENGINEER WITH SUBMITTAL TO CONFIRM ROCK DENSITY.

| GUT WALL        | ROCK SIZE TABLE          |   |   |   |   |   |   |   |   |   |   |   |   |   |
|-----------------|--------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Retained Height | Min. Base Width "b" (ft) | A | A | B | B | C | C | D | D | E | E | F | F | G |
| ≤ 10 ft         | 4                        | 4 | X | 4 | X | 4 | X | 3 | 3 | 3 | 3 | 2 | 2 | 2 |
| ≤ 9 ft          | 3.5                      | 4 | X | 4 | X | 4 | X | 3 | 3 | 3 | 3 | 2 | 1 | 1 |
| ≤ 8 ft          | 3                        | 4 | X | 4 | X | 3 | 3 | 3 | 3 | 2 | 2 | 1 | 1 | 1 |
| ≤ 7 ft          | 2.75                     | 3 | X | 3 | X | 3 | 3 | 3 | 2 | 2 | 2 | 1 | 1 | 1 |
| ≤ 6 ft          | 2.5                      | 3 | X | 3 | X | 3 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 |
| ≤ 5 ft          | 2.25                     | 2 | X | 2 | X | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 |

(Note: Where that one rock may be required to justify minimum base width, equipment

| FILL WALL | Retained Height <sup>1</sup> | Min. Base Width "b" (ft) | FILL WALL |       |       |       |   |   |   |   |   |   |   |   |
|-----------|------------------------------|--------------------------|-----------|-------|-------|-------|---|---|---|---|---|---|---|---|
|           |                              |                          | A         | A     | B     | B     | C | C | D | D | E | E | F | F |
|           | ≤ 4.0 ft                     | b                        | 5 (M)     | 5 (M) | 5 (M) | 4 (M) | 4 | 4 | 4 | 3 | 3 | 3 | 3 |   |
|           | 5.0 ft                       | 5.25                     | 5 (M)     | 5     | 4     | 4     | 4 | 3 | 2 | 2 | 2 | 2 | 2 |   |
|           | 5.8 ft                       | 4.5                      | 5 (M)     | 5     | 5     | 4     | 4 | 3 | 2 | 2 | 2 | 2 | 2 |   |
|           | 5.7 ft                       | 4.25                     | 5 (M)     | 5     | 4     | 4     | 3 | 2 | 2 | 2 | 2 | 2 | 2 |   |
|           | ≤ 6 ft                       | 3.75                     | 4         | X     | X     | 3     | 3 | 2 | 1 | 1 | 1 | 1 | 1 |   |
|           | ≤ 5 ft                       |                          | 4         | X     | 4     | 3     | 3 | 3 | 2 | 2 | 2 | 2 | 2 |   |

(M): More than one rock may be required to satisfy minimum base width requirement.

(M): More than one rock may be required to satisfy minimum base width requirement

## ROCKERY WALL CONSTRUCTION AND INSTALLATION NOTES:

1. ANY DISCREPANCIES BETWEEN CONSTRUCTION DETAILS SHOULD BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER FOR CLARIFICATION.
2. THE ROCKERY RETAINING WALL SHALL BE DESIGNED FROM "ROCKERY DESIGN" CONSTRUCTION GUIDELINES (FHWA-OT-71/10-066, NOVEMBER 2006).
3. THE DETAILS ON THESE SHEETS, PLACE EACH ROCK INDIVIDUALLY BY EQUIPMENT SETTING FOR SLOPING, MATCHING, AND PLACING ROCKS OF THE SIZE AND SHAPE OF THE UNDERLYING MATERIALS TO BE REPLACED. THE ROCKS SHOULD BE PLACED ON UNDERLYING MATERIALS AND ADJACENT ROCKS. REPOSITION OR REPLACE LOOSE ROCKS.
4. A MINIMUM TOLERANCE OF 6" MAY BE APPLIED TOWARD THE TOTAL BASE ROCK, WITHIN 6" OF THE BASE ROCK.
5. TWO APPROXIMATELY EQUAL SIZE BASE ROCKS MAY BE USED, PROVIDED ROCKS ARE PLACED TOGETHER AND DO NOT CONTACT. FILL THE BASE ROCKS WITH GRAVEL WITH WIDTHS LESS THAN 3".
6. THE ROCKS SHALL BE PLACED TOGETHER TO FORM A CONTINUOUS SURFACE WITH WIDTHS LESS THAN 3".
7. PLACE BASE, FACING, AND CAP ROCKS SO THAT THEIR HEIGHT DIMENSION IS NOT GREATER THAN 18" AND THE TOTAL HEIGHT OF THE BASE, FACING, AND CAP ROCKS IS PERPENDICULAR TO FACE OF ROCKERY.
8. WHERE LOOSE, SOFT, OR OTHERWISE UNSUITABLE FOUNDATION SOIL CONDITIONS ARE ENCOUNTERED, THE DESIGN ENGINEER SHALL PROVIDE A RECOMMENDATION.
9. SURROUND THE PERFORATED PIPE ON ALL SIDES BY AT LEAST 4" OF PERMEABLE BACKFILL. DISCHARGE OUTLET PIPES TO A PROTECTED OUTLET OR OTHER PERMITTED DRAINAGE. THE PERFORATED PIPE SHALL BE INSTALLED AT 180° (MAX) SPACING, OR AS SPECIFIED ON THE PLANS. DRAIN OUTLETS SHOULD NOT BE PLACED IN A POSITION WHERE THEY COULD BE SUBJECT TO BACK-UP DURING HEAVY EMPTY INTO STORM DRAINS THAT ARE DESIGNED TO BACK-UP DURING HEAVY RAIN.
10. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE ROCKERY. THE STABILITY OF TEMPORARY CUT SLOPES IS THE RESPONSIBILITY OF THE CONTRACTOR.
11. DO NOT CONSTRUCT ROCKORIES OR SLOPES EXCEEDING THE HEIGHTS SHOWN ON THE ROCKERY DESIGN SCHEDULE WITHOUT PRIOR WRITTEN APPROVAL BY 72
12. CONSTRUCT ROCKORIES PARALLEL TO CURB GRADE UNLESS OTHERWISE NOTED.
13. CONSTRUCT RIPRAP RAINAGE AT ENDS OF ROCKERY FOR CATCHMENT OF 4-DITCH DRAINAGE. SEE ROADWAY V-DITCH DETAILED.
14. THE FOUNDATION SUBGRADE SHALL BE INSPECTED BY THE DESIGN ENGINEER TO DETERMINE THE SUBGRADE SHALL BE COMPACTED TO MIN. 95% OF STANDARD PROCTOR TO A DEPTH OF 18" BELOW THE SUBGRADE. THE SUBGRADE SHALL BE GRADUALLY SLOPED TO A DEPTH OF 18" BELOW THE SUBGRADE. THE SUBGRADE SHALL BE GRADUALLY SLOPED TO A DEPTH OF 18" BELOW THE SUBGRADE. THE SUBGRADE SHALL BE GRADUALLY SLOPED TO A DEPTH OF 18" BELOW THE SUBGRADE.
15. THE BACK CUT SHALL BE INSPECTED BY THE DESIGN ENGINEER TO CONFIRM THAT THE RETAINED SLOPE IS CONSISTENT WITH THE SOIL CONDITIONS ASSUMED DURING THE DESIGN.
16. THE DRAINAGE SYSTEM (DRAIN PIPES, DRAINAGE MATERIALS) SHALL BE INSPECTED BY THE DESIGN ENGINEER TO CONFIRM THE PROPER MATERIALS AND SIZES ARE USED AND THAT ALL PIPES ARE CONNECTED TO APPROPRIATE DRAINAGE OUTLETS.
17. ROCK SCHEDULES SIZES AND WEIGHTS ARE APPROXIMATE.
18. RETAINED SOIL TYPES AND STATISTICS ARE APPROXIMATE AND LOOSELY BASED ON FIELD DATA. THE DESIGN ENGINEER SHALL VERIFY SOIL TYPES IN THE FIELD PRIOR TO ROCK PLACEMENT.



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Housing

**PRESENTER:** April Norton

**MEETING DATE:** November 4, 2019

**SUBJECT:** 174 N. King Street

### STATEMENT/PURPOSE

The purpose of this item is two-fold:

1. To inform Council that there are some questions about the viability of selling condo units that have a leasehold interest in the land and that staff, along with our development partner, is working to resolve these questions in a timely manner.
2. To obtain direction from Council on how to proceed because, while Council directed staff to negotiate, as set forth in the November 7, 2017 Request for Proposals ("RFP"), a Ground Lease and Development Agreement where the Town retains ownership of the land, the developer installs improvements thereon, and, under a long-term ground lease, sells individual condo units to individual owners, there are now questions about the ability to develop the project in this way.

At this time, staff recommends an alternative approach that will allow the developer to move forward with the project and allows for time to determine the viability to finance condos with a leasehold interest in the land.

### BACKGROUND AND ALTERNATIVES

The background for this project was provided in the September 3, 2019 staff report, which is attached to this staff report.

On September 3, 2019, after acquisition of Low Income Housing Tax Credits ("LIHTC") did not materialize, the Council met to consider whether to continue discussions with Westmount Development, with the goal of it applying a third time for LIHTC, or to open discussions with the Jackson Hole Community Housing Trust ("JHCHT"). At that meeting the Town Council agreed to begin discussions with JHCHT to bring its proposal to fruition. Specifically, in consideration for a long term Ground Lease and \$1.25M from the Town, JHCHT committed to developing 24 condo units affordable to households earning between 72% and 115% AMI, with construction meeting or exceeding the quality of construction at Redmond Street Rentals, and the project breaking ground in April 2020.

Council directed staff to "proceed with developing housing at 174 North King Street with the Jackson Hole Community Housing Trust and [for] staff to bring a Ground Lease and Development Agreement to the Council for consideration . . ."

In the week following the Town Council Meeting the JHCHT made Town staff aware it was unsure it could proceed with the project as it proposed; specifically, JHCHT had concerns about the legality of selling condo units without including an ownership interest in the land based on language in the Wyoming Condominium Act.

Over the past two months staff has spent considerable time researching the issue, including hiring outside counsel with expertise in Fannie Mae financing. Key issues include:

- A. Will Fannie Mae finance condos that have a leasehold interest in the land?
  1. Yes, so long as the project meets its Project Standards.
  2. Fannie Mae will look to state law to ensure the project meets its Project Standards.
- B. Will a local lender provide a construction loan for the project if the condos have a leasehold interest in the land?
  1. Maybe. If the title companies and the local bank(s) determine the structure complies with Wyoming law.
  2. More consultation with the local bank(s) and the title companies is required, which could take several weeks to months.

- C. Are there other ways to structure the Ground Lease and Development Agreement that allow the project to move forward now?

| YES                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | MAYBE                                                                                                                                                                                                                                                                 | NO                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Agreement with Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Permanent Easement                                                                                                                                                                                                                                                    | Deed Restrict the Land                                                                                             |
| An agreement could be written such that the land is leased to the developer for 50 years and at time of project completion that land is then conveyed to the developer (fee simple ownership) who will then convey the land to the Homeowners' Association. The agreement will also allow for an amendment if all parties can agree that Wyoming state law allows for a leasehold interest, FNMA will finance the sale of condo units, and title companies will insure the units. | The Town agrees to provide a permanent easement to the land to each condo owner. FNMA has financed this structure before in Teton County, Wyoming.                                                                                                                    | The Town deed restricts the land for permanently deed restricted housing and then deeds the land to the developer. |
| Pros: The project moves forward as planned, breaking ground next spring, and providing housing to 24 families in 2021. Staff has time to work with the developer, lender, FNMA, and title companies to determine a way for the Town to retain its land and provide the condos with a leasehold interest in the land.                                                                                                                                                              | Pros: The Town retains ownership of its land.                                                                                                                                                                                                                         | Pros: This ensures that whatever is developed on the property is permanently deed restricted housing.              |
| Cons: The Town loses most of its leverage and may be forced to transfer its land.                                                                                                                                                                                                                                                                                                                                                                                                 | Cons: While FNMA has financed these type projects in the past, it is not guaranteed they will today. Additionally, while the Town would retain ownership of the property, functionally the Town loses control of the land because it's burdened with these easements. | Cons: The developer will not be able to obtain construction financing for the project.                             |

- D. What are the Town's interests in owning its land?

1. Protection against loss of deed restrictions. If units are foreclosed upon and the deed restrictions are stripped, the Town will have the right to increase the Ground Lease fees to a market rate.
2. Obsolescence. If at some point in the future the project becomes obsolete such that the Town decides it should redevelop, it can do so.
3. Catastrophic event. If there is a catastrophic event that renders the development uninhabitable, the Town can control what is redeveloped at the site.

- E. Does the Town need to make a decision today?

1. The current project timeline (breaking ground in April 2020) is contingent on securing a general contractor and delaying a decision creates a risk that the general contractor will be lost, which may delay the project timeline.

#### COMPREHENSIVE PLAN ALIGNMENT

##### Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- Create and develop Transitional Subareas. 4.3.b

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

#### Housing Action Plan Initiative:

- Prioritize lower-income, year-round housing. 2A
- Provide land as a public subsidy and build development partnerships. 2B
- Lead by example by housing public employees. 2C
- Allow for supply of workforce housing by removing barriers. 5A
- Incentivize the supply of restricted housing. 5B

#### STAKEHOLDER ANALYSIS

Stakeholders include Town taxpayers, local working families, business owners, and neighbors.

#### FISCAL IMPACT

The Town has agreed to provide the project with a long-term ground lease for \$1.00 per year, plus an additional \$1,250,000. In consideration of these provisions, the Town is receiving five First Rights of Purchase on units in the building, plus the deed restrictions on the units themselves that will restrict the use and occupancy of the units to households working locally.

#### STAFF IMPACT

Staff impact for this item has been significant up to this point, falling in the Housing and Legal Departments.

The short-term impact of the options will have equal ongoing impacts, which will fall in the Housing and Legal Departments.

The long-term impact of developing this property will fall in a variety of departments and require time from several staff members, including: Housing Director, Town Manager, Community Development Director, Town Attorney, Town Planning Director, and Town Engineer.

#### LEGAL REVIEW

Ongoing as needed.

#### ATTACHMENTS

- September 3, 2019 Staff Report

#### RECOMMENDATION

The Housing Director recommends moving forward with an agreement that provides a carve out should all parties agree that Fannie Mae will finance condos with a leasehold interest in Wyoming and that the title companies will insure the units. This option allows the project to move forward and for housing to get built as soon as possible, while giving time to the parties to address questions about leasehold interests for condos.

The Town spent 18 months working with a different development partner to secure LIHTC for this site. After two unsuccessful applications, the Council chose to pivot directions to partner with the Housing Trust. Successful partnerships require some level of trust to work. In this case, staff recommends we trust our partner to stay at the table with us to figure out if condos on a ground lease will work. There is no guarantee they will do this other than the almost certain loss of future partnership opportunities should they choose to execute the ground lease in bad faith. Thus far, our partner has continued to work on the project in good faith – spending money and resources – to ensure a timely groundbreaking.

#### SUGGESTED MOTION

I move to direct staff to draft and bring back for Council consideration an agreement that provides for the transfer of the Town of Jackson land and includes a provision that ensures, until a date certain, the parties continue determining whether Wyoming law enables the Town to maintain ownership of its land and, if it does, enables the Town to do so.





# TOWN OF JACKSON

## WORKSHOP DOCUMENTATION

**SUBMITTING DEPARTMENT:** Housing

**PRESENTER:** April Norton

**WORKSHOP DATE:** September 3, 2019

**SUBJECT:** Project Selection for 174 N. King Street

### PURPOSE OF WORKSHOP ITEM

Today, Council can choose a development partner who will break ground on a community housing project next spring.

On July 31 the Town was informed that the 174 N. King Street Project did not receive 9% Low Income Housing Tax Credit (LIHTC) allocations from the Wyoming Community Development Authority (WCDA). On August 19, the Council directed staff to analyze revised project proposals from Westmount Development and the Jackson Hole Community Housing Trust. Since that time, staff has received further refined proposals from both developers and provides an analysis below.

### DESIRED OUTCOME

- Developer/project selection –
  - a) Westmount rental proposal
  - b) Housing Trust ownership proposal
- Direction on how to pay for the gap in funding required to build the project.
  - a) Town Housing Fee in Lieu funds that can only be used to fund housing that serves households earning <120% MFI, current balance: \$273,953; and/or
  - b) Town Housing Supply funds that have been allocated to implement the Housing Supply Plan in which this project is identified for development, current balance: \$1,719,059.

### BACKGROUND

In 2018 the Council identified 174 N. King Street for low income rental housing based on the policy direction in the Housing Action Plan (*Initiative 2A: Prioritize lower-income, year-round housing; 4C: Seek and support grants, tax credits, loans, and other sources of funding*), pipeline and demand information available at the time. Since the initial project award, the development partner, Westmount Development, has unsuccessfully applied for Low Income Housing Tax Credits (LIHTC) through the Wyoming Community Development Authority.

On August 19 staff brought the 174 N. King Street project to Council for direction with how to move forward. After a staff presentation on current demand, pipeline, and funding, the Council directed staff to work with the Housing Trust and Westmount to analyze their revised options and bring an analysis and recommendation to the Council.

Since that time both developers have provided additional information and revisions to their proposals. These can be found online at <http://www.jhaffordablehousing.org/1577/174-N-King-Street>.

The good news is that there are two quality developers who have provided projects that, once built, will serve full-time, year-round working households in Teton County. Both proposals can break ground next Spring, which means that the Town of Jackson will welcome families to stable living situations sometime in 2021.

This staff report is broken into three sections: 1) proposal summary for each of the proposals, 2) key issue identification and analysis, and 3) options and staff recommendation.

## Part One: Proposal Summary

Developer: Jackson Hole Community Housing Trust (JHCHT)

Architect: Northworks

Builder: Shaw Construction

For this proposal, JHCHT proposes a mixed-use development that will provide 24 ownership units with 34 bedrooms and 2,290 square feet of ground floor commercial space and 1,366 square feet of below grade commercial space. Total cost to build the project is estimated at \$15,971,918. Total funding for the project is estimated at \$16,019,625. JHCHT offers the Town of Jackson five Rights of First Purchase (ROFP) for Town employees. These rights will stay within the development, so if they are not all executed at the time of initial sale the Town will have an opportunity to exercise the rights as units come up for resale. (This is different from the “floating rights” the Town currently owns because they are only applicable to this development.) JHCHT proposes raising \$2,100,000 in private philanthropy, borrowing up to \$11,700,000 in debt, and requiring an additional \$1,250,000 investment from the Town of Jackson (in addition to a \$1/year ground lease for the land). The commercial space will be sold for market value, which is estimated at \$2,122,625 or \$580.59 per square foot (includes both above and below grade space). Unit pricing ranges from \$275,000 to \$517,000 and averages out at \$451.41 per square foot. Depending on household size, all of these units will serve households who earn in the 80-120% Income Range. JHCHT proposes recording its standard restriction on all 24 units, which requires that buyers earn no more than 120% of median family income (MFI) based on the Housing Trust’s formula.

### Pros/Cons:

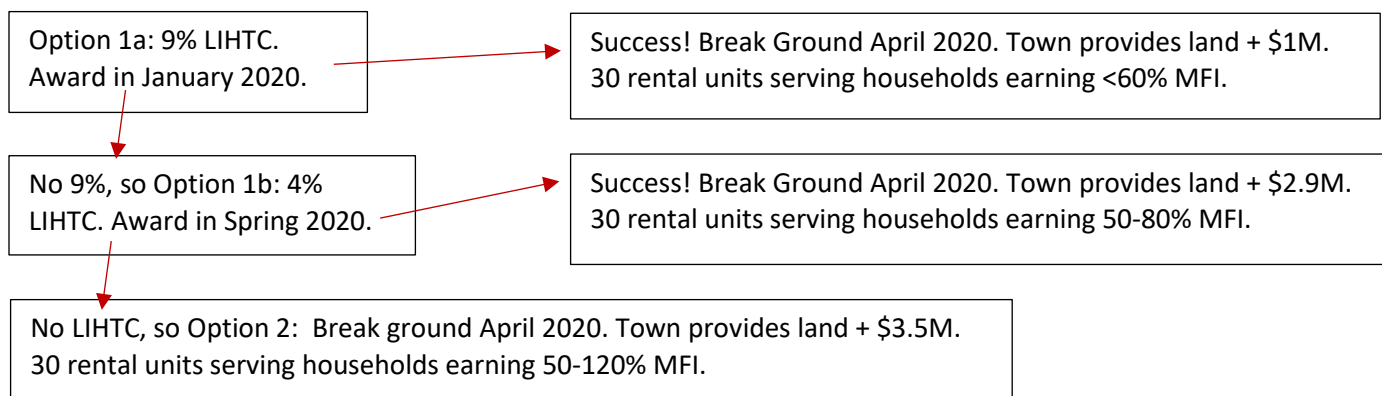
- Pros: Builder has extensive and recent experience building multifamily in Jackson.
- Cons: Risk associated with fundraising if JHCHT cannot raise at least \$2.1M in philanthropy the Town may be responsible for making up the gap in addition to the \$1.25M provided + land. And risk associated with potentially unfavorable results from a geotechnical analysis of the site, which could preclude below grade space and increase overall building costs because of poor soils, which may result in the Town providing additional funding over the \$1.25M + land.

Developer: Westmount Development

Architect: Krikor Architects

Builder: New West Builders

For this proposal, Westmount offers a mixed-use design that provides 30 rental units with 32 bedrooms and 1,920 square feet of ground floor commercial space. The total cost to build the project is estimated at \$13,509,172. Westmount proposes re-applying to the WCDA for 9% LIHTC (“Option 1a”). To strengthen their application, an additional \$1M investment from the Town may be necessary. The award date is in January 2020. If unsuccessful, Westmount would then apply for 4% LIHTC (“Option 1b”). If successful they will need an additional \$2.9M from the Town of Jackson. If unsuccessful, Westmount can still break ground on a project in Spring 2020 but will need \$3.5M from the Town of Jackson to do so (“Option 2”). Westmount offers the Town of Jackson five First Rights of Rental (FROR) for Town employees.



### Pros/Cons

- Pros: Developer has completed a geotechnical analysis of the site and is not proposing below grade space, received Design Review Committee approval, has current cost estimates, has received a reduced parking requirement (1 space per unit), leverages federal resources, and addresses highest housing need in the community.
- Cons: Risk associated with applying for 9% LIHTC again after two unsuccessful attempts. If unsuccessful with 9% and 4% LIHTC, then Town will need to provide \$3.5M for the project, which is about \$1M more than what is available in the Housing Supply Program and fees in-lieu accounts.

## Part Two: Key Issue Identification and Analysis

Key issues that were analyzed and used to compare the two projects are listed below. Other key components were analyzed but did not meaningfully differentiate the two projects.

1. Affordability, Type of Product
2. Timeline, Approvals, Variances Needed
3. Projects Risks
4. Town Funding Required
5. Commercial Space

### Affordability, Type of Product

- Both proposals provide needed units based on product type and demand.

The August 2019 Intake Form indicates that most households looking for housing through the Housing Department programs are one or two people and earn less than 120% MFI. Over 2,200 individuals in over 1,000 households are represented in this data set (about 10% of the County population).

The highest demand right now is for units serving 1-2 person households earning <80% of median family income (MFI). These units should be primarily rental, one and two-bedrooms.

- Westmount Development Option 1 provides rental units for households earning <80% MFI.

The second highest demand is for units serving 1-2 person households earning 80-120% MFI. These units should be a blend of rental and ownership, one and two-bedroom. They could be a mix of the Affordable 80-120% Income Range and Workforce restrictions.

- The Housing Trust proposal provides 24 ownership units that qualify in the 80-120% Income Range depending on household size.
- Westmount Development Option 2 provides rental units for households earning 50-120% MFI.

#### **Highest Demand: 0-80% Rental**

- 0 units in the pipeline

634 households on Intake Form earn <80% MFI. (245 earn <50% MFI.)

Westmount options 1 fits here = 30 rental units (all studio, one- or two-bedrooms)

Westmount option 2 provides 8 of 30 units that fit here.

#### **Second Highest Demand: 80-120% Ownership**

- 44 rental units in the pipeline
- 0 ownership units in the pipeline

313 households on Intake Form earn 80-120% MFI.

JHCHT project fits here = 24 ownership units (18 one-bedroom, 2 two-bedroom, 4 three-bedroom)

Westmount option 2 fits here = 30 rental units (all studio, one- or two-bedrooms)

### Timeline, Approvals, Variances Needed

- Both projects can break ground in the Spring 2020.

| What                        | JHCHT        | Westmount                    |
|-----------------------------|--------------|------------------------------|
| Geotechnical Analysis       | Still needs. | Complete.                    |
| Design Review Committee     | Still needs. | Complete.                    |
| Reduced parking to 1:1      | Still needs. | Complete.                    |
| Off-site parking allocation | Still needs. | N/A                          |
| LIHTC Allocation            | N/A          | Deadline 9/30. Award 1/2020. |
| Fundraising                 | Still needs. | N/A                          |
| Ground Lease                | Still needs. | Still needs.                 |
| Development Agreement       | Maybe        | Maybe                        |
| Building Permit             | Still needs. | Still needs.                 |

The Westmount project is farther along in the design and approval process. In order to break ground, they must receive LIHTC allocation and/or Town funding, plus they must have an executed Ground Lease with the Town and possibly a Development Agreement, and they must receive their building permit.

JHCHT has an advanced proposal, but still needs to conduct a geotechnical analysis to finalize the design. They will also be required to receive Design Review Committee approval. They must apply for and receive approval for a parking reduction plus an off-site parking allocation of six spots for at least the winter season. They too will need an executed Ground Lease and possibly a Development Agreement. Once those pieces are complete, the developer may submit for building permit. If they cannot receive the proper planning approvals, they may be required to redesign their building (planning approval is not guaranteed with selection today).

### Project Risks

- Both projects come with risks associated with dependence on outside funding (not debt) and if that funding is not received, then the Town will be required to make up the shortfall to ensure a Spring 2020 groundbreaking.

| JHCHT: lower risk, lesser affordability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Westmount: higher risk, greater affordability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Risks:</b> <ul style="list-style-type: none"><li>• Fundraising goals are not met, so sales prices are increased, reducing affordability and/or the Town is required to provide additional investment up to \$2.1M.</li><li>• JHCHT still needs a geotechnical analysis. If this indicates poor soils that limit below grade space and increase construction costs, then they may need to raise the sales prices, reducing affordability and/or require increased Town investment.</li><li>• Town does not have five employees to take advantage of the 5 ROFP at initial sale which would result in community working household who qualify purchasing the unit(s) that the Town cannot fill at initial sale and then as units come up for resale Town employees will have an opportunity to purchase.</li></ul> | <b>Risks:</b> <ul style="list-style-type: none"><li>• LIHTC application is denied and the Town is required to provide additional investment to build the project, plus the project goes from serving &lt;60% MFI households to serving households earning 50-120% MFI.</li><li>• Town does not have five employees who qualify to rent the units at initial lease which would result in community working households who qualify leasing the unit(s) that Town cannot fill. Then annually Town employees will have an opportunity to lease assuming they qualify.</li></ul> |
| Potential additional cost to Town: Unknown, but probably not more than \$2.1M more than the \$1.25M + land already provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Potential additional cost to Town: \$3.5M more than the land already provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**How to address:**

- In the Ground Lease, require JHCHT to execute a Guaranteed Maximum Price (GMP) contract with Shaw Construction by a date certain.
- In the Ground Lease, guarantee that the Town of Jackson will provide up to \$1.25M or 7.83% of the total project cost, whichever is less, in matching funds for the project based on the GMP.
- In the Ground Lease, require JHCHT to record their affordable restriction on all units, ensuring affordability (as opposed to allowing a market sale or workforce sale).
- In the Ground Lease, clearly specify what steps must be taken if philanthropy goals are not met (Town loans JHCHT funds to cover the gap, Ground Lease is revoked and JHCHT is forced to sign improvements over to the Town, Town provides the additional funds, etc.).
- Once the Ground Lease is signed, the Town can let employees know about the ROFP and encourage them to consider the opportunity.

**How to address:**

- The funding risk is not easily addressed aside from providing strong support for the project and assisting with infrastructure construction.
- Do not execute a Ground Lease until LIHTC allocations are announced.
- In the Ground Lease, require Westmount to execute a GMP contract with New West Builders by a date certain.
- If LIHTC are allocated, guarantee the Town's monetary contribution not to exceed the amount stated in the LIHTC application or the percentage of total estimated project cost – whichever is less.
- If LIHTC are not allocated, guarantee the Town's monetary contribution not to exceed the amounts provided as attachments to this staff report or the corollary percentage of total estimated project cost – whichever is less.
- Once the Ground Lease is signed, the Town can let employees know about the ROFR and encourage them to consider the opportunity.

The Westmount Option 1a is superior in affordability and product type based on current demand in the community. However, this option is risky because of its reliance on 9% LIHTC. Westmount has unsuccessfully applied to WCDA twice already and there has been no indication from the WCDA staff that they will grant the cost waivers necessary to approve the project. The Westmount Option 1b provides a high level of affordability and the right product type based on current demand. It also requires an allocation by WCDA of 4% LIHTC. These are easier to apply for and receive, but they also do not provide enough equity for the developer to build the project without a significant additional investment by the Town. Westmount Options 2 provides similar affordability to what JHCHT is proposing and requests over \$2M more than JHCHT to build.

The JHCHT project is less affordable than Westmount Option 1 (a & b), but it still meets a high demand in the community. However, should JHCHT experience unforeseen costs and/or fail to meet fundraising goals, the Town could be required to provide investment in addition to the \$1.25M + land it is already providing. This potential additional investment is likely not to exceed \$2.1M.

**Town Funding Required**

- Both projects require Town funding in addition to a long-term ground lease for the land.

| What                                             | JHCHT –<br>24 ownership units           | Westmount – 30 rental units |              |              |
|--------------------------------------------------|-----------------------------------------|-----------------------------|--------------|--------------|
|                                                  |                                         | Option 1a                   | Option 1b    | Option 3     |
| Project Cost (includes land value and Town cash) | \$15,971,918 (does not include parking) | \$14,074,172                | \$14,074,172 | \$13,639,664 |
| Project Funding                                  | \$16,019,625                            | \$14,074,172                | \$14,074,172 | \$13,639,664 |
| Town Land                                        | \$2,000,000                             | \$2,000,000                 | \$2,000,000  | \$2,000,000  |
| Town Cash                                        | \$1,250,000                             | Optional \$1M               | \$2,864,124  | \$3,453,282  |
| Off-Site Parking*                                | \$90,000<br>6 spaces at \$15,000/per    | None                        | None         | None         |

\*Not included in Project Cost number

Westmount's overall project cost is lower than JHCHT and is based on current bids (in preparation for LIHTC allocation in July 2019). For their Option 1a, the Town can provide an additional \$1M in infrastructure improvements if needed to strengthen the LIHTC application. If the 9% LIHTC application is unsuccessful, then Westmount will apply for 4% LIHTC and if awarded the Town will need to provide \$2.9M in additional funds. (Right now, the Town has about \$2M in Housing Supply Program + fees in-lieu funds to use for this project.) If the 4% application is unsuccessful, then the Town will need to provide \$3.5M for the project, which is about \$1.5M more than what is currently available.

JHCHT's project cost is estimated around \$2M higher than Westmount's. JHCHT requests \$1.25M (or ~8% of projected project cost) from the Town to be provided when the Ground Lease is executed. If JHCHT fails to raise \$2.1M, the Town may be required to provide the gap funding which is unlikely to be greater than \$2.1M.

## ALTERNATIVES

### Council chooses to work with Westmount.

Westmount applies for 9% LIHTC in the September 2019 round. WCDA announces allocations in January 2020.

- Option 1a: LIHTC are allocated in January 2020. Ground Lease and Development Agreement are executed. Westmount executes a GMP with New West Builders. Project breaks ground in April 2020. 30 rental units serving households earning <60% MFI welcome families in Fall of 2021.
  - Most affordable, least expensive for public, riskiest because of dependence on 9% LIHTC allocation that has been denied twice already. If needed, funding sources = Town Housing Supply Program (\$1M)
- Option 1b: 9% LIHTC are not allocated in January 2020. Westmount applies for 4% LIHTC and those are awarded in March 2020. Ground Lease and Development Agreement are executed. Westmount executes a GMP with New West Builders. Town provides a guarantee of \$2,864,210 or 20% of total project cost – whichever is lower – in funding to Westmount. Project breaks ground in April 2020. 30 rental units serving households earning 50-80% MFI welcome families in Fall 2021.
  - Second most affordable, more expensive for public, lower risk because 4% LIHTC are a noncompetitive funding source. Funding sources = Town Housing Supply Program fund (\$1,719,059) + Fees In-Lieu (\$273,953). Funding gap is \$871,198.
- Option 2: LIHTC are not allocated. Ground Lease and Development Agreement are executed. Westmount executes a GMP with New West Builders. Town provides a guarantee of \$3,453,282 or 25% of total project cost – whichever is less – in funding to Westmount. Project breaks ground in April 2020. 30 rental units serving households earning 50-120% MFI welcome families in Fall 2021.
  - Affordability meets highest and second highest demand, most expensive for public, low risk. Funding sources = Town Housing Supply Program fund (\$1,719,059) + Fees In-Lieu (\$273,953). Funding gap is \$1,460,270.
- Alternative Option: LIHTC are not allocated. Westmount sells their plans to JHCHT for \$200,000 and JHCHT develops property. Project cost is estimated at \$2M below what JHCHT proposes currently, revenues generated from sales will likely be reduced.
  - Funding sources are the same as above. Staff does not know what sources/uses in this scenario would be.

### Council chooses to work with JHCHT.

- Ground Lease and Development Agreement are executed in Fall 2019. Town provides \$1,250,000 to JHCHT. JHCHT buys geotechnical analysis from Westmount and finalizes design. JHCHT executes a GMP with Shaw Construction. If GMP reflects a lower total project cost than previously estimated, Town reserves the right to either recoup money provided over 8% of project cost or to require JHCHT to reduce sales prices by the amount provided above 8% of project costs. JHCHT finalizes design and applies for and receives all planning and DRC approvals necessary, and then receives building permit. Project breaks ground in April 2020. 24 ownership units serving households earning 80-120% MFI welcome families in Fall 2021.
  - Affordability and unit types meet second highest demand, more expensive for the public than 9% LIHTC option, but less expensive for the public than other Westmount options, risk related to dependence on philanthropy. Funding source = Town Housing Supply Program fund (General Fund dollars). If JHCHT does not meet fundraising goals, then additional funding may need to be found outside of the Town housing budgets.

## COMPREHENSIVE PLAN ALIGNMENT

### Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

### Housing Action Plan Initiative:

- Prioritize lower-income, year-round housing. 2A
- Provide land as a public subsidy and build development partnerships. 2B
- Lead by example by housing public employees. 2C
- Allow for supply of workforce housing by removing barriers. 5A
- Incentivize the supply of restricted housing. 5B

## STAKEHOLDER ANALYSIS

Stakeholders include Town and County taxpayers, local working families, business owners, and neighbors.

## FISCAL IMPACT

The fiscal impact of various options is provided above.

## STAFF IMPACT

These projects will be led by the Housing Director who will lean on several colleagues for support and guidance, including the Town Administrator, Community Development Director, Town Attorney, Town Planning Director, and Town Engineer.

## LEGAL ISSUES

None right now.

## ATTACHMENTS

All documents related to this item are provided online at <http://www.jhaffordablehousing.org/1577/174-N-King-Street>.

## RECOMMENDATION

The Housing Supply Board met August 13 to discuss these projects. Without policy direction from the Council, the board could not make a recommendation.

While staff recognizes the immense need for low income rental housing, the costs to build that type housing at this site and the public funding realities limit Town's ability to pursue the rental options. If Westmount is unsuccessful in their 9% LIHTC application, the Town does not currently have the funds to pay for any of the other options proposed by Westmount. There has been no indication from WCDA staff that they will grant the fee waiver, even with reduced project costs and additional funding from the Town. Without secure funding and limited financial resources at the Town, staff cannot recommend moving forward with Westmount.

It is because of the limited amount of funding for housing coupled with a high demand for ownership housing serving households earning 80-120% MFI that staff recommends awarding the project to JHCHT with the requirements listed below in the suggested motion along with any other requirements Council wishes to include.

Moving forward, **the persistent demand in the community and the demand that has zero units in the pipeline is rental product for households earning <80% MFI.** These are the most expensive units to build and they are the units that serve the most marginalized in our community, including individuals, children, and extended families. To build these units we



must find an additional funding source, whether it's LIHTC, Community Block Grants, Specific Purpose Excise Tax, etc. to provide the investment needed to build these homes.

#### SUGGESTED MOTION

I move to proceed with developing housing at 174 N. King Street with the Jackson Hole Community Housing Trust and direct staff to bring a Ground Lease to the Council for consideration at a future meeting. The Ground Lease should include the following:

- Requirement that JHCHT execute a Guaranteed Maximum Price contract with Shaw Construction by a date certain.
- Guarantee that the Town of Jackson will provide up to \$1,250,000 or 8% of the total project cost, whichever is less, in matching funds for the project based on the Guaranteed Maximum Price.
- Requirement that JHCHT record their standard affordable restriction on all units.
- Requirement that JHCHT receive all necessary approvals from the planning and building departments and that the signed Ground Lease does not remove this obligation.



# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Finance  
**MEETING DATE:** November 4, 2020

**PRESENTER:** Kelly Thompson, Finance Director

**SUBJECT:** Amendment #1 to Fiscal Year 2020 Budget

#### STATEMENT/PURPOSE

A resolution adopting amendments to the Town of Jackson's fiscal year 2020 budget.

#### BACKGROUND/ALTERNATIVES

The attached resolution proposes modifications to the Town's current FY 2020 budget. The resolution represents the 2020 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of \$191,562 utility rate and capacity study, \$121,738 Green Line service expansion, \$49,040 employee housing mold remediation, \$230,591 Homeland Security Grant projects, and \$149,000 Aspen Cemetery capital project FY2019 rollover.

#### COMPREHENSIVE PLAN ALIGNMENT

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1 - Maintain current, coordinated service delivery
  - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
  - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

#### FISCAL IMPACT

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from current budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

#### STAFF IMPACT

The staff impact of the Council's adoption of this amendment is positive, in that it will allow staff to continue with the work programs requested by Council during the formulation of the budget.

#### LEGAL REVIEW

N/A

#### ATTACHMENTS

- Resolution 19-23 adopting amendments to the Fiscal Year 2020 Budget.
- Exhibit A – Schedule of Increases/Decreases.

**RECOMMENDATION**

Staff recommends that the Mayor & Council approve the attached resolution.

**SUGGESTED MOTION**

I move to approve Resolution 19-23 adopting amendments to the fiscal year 2020 Town Budget.

RESOLUTION 19-23

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2020 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2020 budget is hereby amended as follows:

| EXPENDITURES AND OTHER USES      | Approved Budget | Increase (Decrease) | Amended Budget |
|----------------------------------|-----------------|---------------------|----------------|
| Mayor & Town Council             | 365,246         | 43,250              | 408,496        |
| Town Attorney                    | 499,681         | 2,619               | 502,300        |
| Municipal Judge                  | 259,861         | -                   | 259,861        |
| Administration                   | 672,241         | -                   | 672,241        |
| Town Clerk & Personnel           | 680,533         | -                   | 680,533        |
| Finance                          | 614,379         | -                   | 614,379        |
| Information Technology           | 542,266         | -                   | 542,266        |
| Planning                         | 918,948         | 1,196               | 920,144        |
| Town-Wide Services               | 261,012         | (7,879)             | 253,133        |
| Town Hall Building               | 236,660         | -                   | 236,660        |
| PD Administration                | 591,838         | -                   | 591,838        |
| PD Investigation                 | 426,576         | -                   | 426,576        |
| PD Patrol                        | 3,297,642       | 13,140              | 3,310,782      |
| PD Community Service             | 580,018         | 1,522               | 581,540        |
| PD Special Operations            | 21,924          | -                   | 21,924         |
| Victim Services                  | 304,609         | -                   | 304,609        |
| Animal Shelter/Control           | 270,876         | -                   | 270,876        |
| Building Inspections             | 392,068         | -                   | 392,068        |
| Public Works Administration      | 348,563         | -                   | 348,563        |
| Streets                          | 1,875,220       | -                   | 1,875,220      |
| Engineering                      | 623,263         | 1,277               | 624,540        |
| Public Works Yard Operations     | 227,369         | -                   | 227,369        |
| Public Garage Operations         | 48,015          | -                   | 48,015         |
| Cemetery                         | 18,875          | -                   | 18,875         |
| Social Services                  | 839,583         | -                   | 839,583        |
| Sports and Events Center         | 138,780         | 15,015              | 153,795        |
| Public Amenities                 | 69,916          | -                   | 69,916         |
| Community Initiatives            | 295,941         | 5,000               | 300,941        |
| County-Budgeted Joint Programs   | 3,951,375       | -                   | 3,951,375      |
| Transfers Out                    | 5,420,304       | (47,529)            | 5,372,775      |
| Total General Fund               | 24,793,582      | 27,611              | 24,821,193     |
| Affordable Housing               | 1,293,326       | -                   | 1,293,326      |
| Total Affordable Housing Fund    | 1,293,326       | -                   | 1,293,326      |
| Parking Exactions Fund           | -               | -                   | -              |
| Total Parking Exactions Fund     | -               | -                   | -              |
| Parks Exactions                  | -               | -                   | -              |
| Total Park Exactions             | -               | -                   | -              |
| Employee Housing Fund            | 327,113         | 49,040              | 376,153        |
| Total Employee Housing Fund      | 327,113         | 49,040              | 376,153        |
| Animal Care Fund                 | 20,000          | -                   | 20,000         |
| Transfers Out                    | 50,000          | -                   | 50,000         |
| Total Animal Care Fund           | 70,000          | -                   | 70,000         |
| Lodging Tax Fund                 | -               | -                   | -              |
| Transfers Out                    | 872,620         | -                   | 872,620        |
| Total Lodging Tax Fund           | 872,620         | -                   | 872,620        |
| Vertical Harvest Fund            | -               | -                   | -              |
| Transfers Out                    | 24,693          | -                   | 24,693         |
| Total Vertical Harvest Fund      | 24,693          | -                   | 24,693         |
| Snow King-Snow Making Fund       | -               | -                   | -              |
| Transfers Out                    | 48,822          | -                   | 48,822         |
| Total Snow King-Snow Making Fund | 48,822          | -                   | 48,822         |

| <b>EXPENDITURES AND OTHER USES</b>   | <b>Approved<br/>Budget</b> | <b>Increase<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|--------------------------------------|----------------------------|--------------------------------|---------------------------|
| START Administration                 | 857,285                    | -                              | 857,285                   |
| START Operations                     | 4,323,780                  | 121,738                        | 4,445,518                 |
| START Capital                        | 6,720,000                  | -                              | 6,720,000                 |
| START Transfers                      | -                          | -                              | -                         |
| START Indirect Cost Allocations      | 101,230                    | -                              | 101,230                   |
| Total START Fund Expenditures        | 12,002,295                 | 121,738                        | 12,124,033                |
|                                      |                            |                                |                           |
| Capital Outlay                       | 6,165,841                  | 394,031                        | 6,559,872                 |
| Transfers Out                        | 1,150,000                  | -                              | 1,150,000                 |
| Total Capital Projects Fund          | 7,315,841                  | 394,031                        | 7,709,872                 |
|                                      |                            |                                |                           |
| Capital Outlay                       | 90,000                     | -                              | 90,000                    |
| Total 2006 SPET                      | 90,000                     | -                              | 90,000                    |
|                                      |                            |                                |                           |
| Capital Outlay                       | 532,292                    | -                              | 532,292                   |
| Total 2010 SPET                      | 532,292                    | -                              | 532,292                   |
|                                      |                            |                                |                           |
| Capital Outlay                       | 1,070,000                  | -                              | 1,070,000                 |
| Total 2014 SPET                      | 1,070,000                  | -                              | 1,070,000                 |
|                                      |                            |                                |                           |
| Capital Outlay                       | 220,000                    | -                              | 220,000                   |
| Transfers Out                        | 1,583,804                  | -                              | 1,583,804                 |
| Total 2016 SPET                      | 1,803,804                  | -                              | 1,803,804                 |
|                                      |                            |                                |                           |
| Capital Outlay                       | 435,000                    | -                              | 435,000                   |
| Total 2017 SPET                      | 435,000                    | -                              | 435,000                   |
|                                      |                            |                                |                           |
| Water Maintenance & Operation        | 887,201                    | 95,781                         | 982,982                   |
| Water Wells                          | 307,118                    | -                              | 307,118                   |
| Water Billing & Accounting           | 176,085                    | -                              | 176,085                   |
| Water Capital Outlay & Improvements  | 715,000                    | (50,781)                       | 664,220                   |
| Water Debt Service                   | 108,220                    | -                              | 108,220                   |
| Water Transfers Out                  | 626,362                    | -                              | 626,362                   |
| Sewage Plant Operations              | 946,569                    | 95,781                         | 1,042,350                 |
| Sewage Maint. & Operations           | 349,184                    | -                              | 349,184                   |
| Sewage Billing & Accounting          | 171,630                    | -                              | 171,630                   |
| Sewage Capital Outlay & Improvements | 1,045,625                  | (95,781)                       | 949,845                   |
| Sewage Transfers Out                 | 626,362                    | -                              | 626,362                   |
| Total Enterprise Funds               | 5,959,356                  | 45,000                         | 6,004,356                 |
|                                      |                            |                                |                           |
| Employee Insurance                   | 2,493,944                  | -                              | 2,493,944                 |
| Total Insurance Fund                 | 2,493,944                  | -                              | 2,493,944                 |
|                                      |                            |                                |                           |
| Fleet Expenditures                   | 2,344,498                  | -                              | 2,344,498                 |
| Total Fleet Management Fund          | 2,344,498                  | -                              | 2,344,498                 |
|                                      |                            |                                |                           |
| Central Equipment Expenses           | 817,500                    | -                              | 817,500                   |
| Total Central Equipment Fund         | 817,500                    | -                              | 817,500                   |
|                                      |                            |                                |                           |
| IT Services                          | 1,049,214                  | -                              | 1,049,214                 |
| Total IT Service Fund                | 1,049,214                  | -                              | 1,049,214                 |
|                                      |                            |                                |                           |
| <b>REVENUES AND OTHER SOURCES</b>    | <b>Approved<br/>Budget</b> | <b>Increase<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
| Taxes                                | 8,208,313                  | -                              | 8,208,313                 |
| Licenses & Permits                   | 1,040,192                  | -                              | 1,040,192                 |
| Intergovernmental Revenue            | 10,954,645                 | 6,875                          | 10,961,520                |
| Charges for Services                 | 647,531                    | 11,875                         | 659,406                   |
| Fines & Forfeitures                  | 530,000                    | -                              | 530,000                   |
| Miscellaneous Revenue                | 464,151                    | 18,015                         | 482,166                   |
| Transfers In                         | 2,961,273                  | -                              | 2,961,273                 |
| Total General Fund                   | 24,806,105                 | 36,765                         | 24,842,870                |
|                                      |                            |                                |                           |
| Licenses & Permits                   | 150,000                    | -                              | 150,000                   |
| Miscellaneous Revenue                | 17,000                     | -                              | 17,000                    |
| Transfers In                         | 1,293,326                  | -                              | 1,293,326                 |
| Total Affordable Housing Fund        | 1,460,326                  | -                              | 1,460,326                 |
|                                      |                            |                                |                           |
| Licenses & Permits                   | 51,000                     | -                              | 51,000                    |
| Miscellaneous Revenue                | 2,300                      | -                              | 2,300                     |
| Transfers In                         | 600,000                    | -                              | 600,000                   |
| Total Parking Exactions              | 653,300                    | -                              | 653,300                   |
|                                      |                            |                                |                           |
| Licenses & Permits                   | 10,000                     | -                              | 10,000                    |
| Miscellaneous Revenue                | 2,500                      | -                              | 2,500                     |
| Total Park Exactions                 | 12,500                     | -                              | 12,500                    |

| REVENUES AND OTHER SOURCES       | Approved<br>Budget | Increase<br>(Decrease) | Amended<br>Budget |
|----------------------------------|--------------------|------------------------|-------------------|
| Miscellaneous Revenue            | 323,060            | 46,555                 | 369,615           |
| Transfers In                     | 338,676            | -                      | 338,676           |
| Total Employee Housing Fund      | 661,736            | 46,555                 | 708,291           |
|                                  |                    |                        |                   |
| Miscellaneous Revenue            | 60,200             | -                      | 60,200            |
| Total Animal Care Fund           | 60,200             | -                      | 60,200            |
|                                  |                    |                        |                   |
| Taxes                            | 871,120            | -                      | 871,120           |
| Miscellaneous Revenue            | 1,500              | -                      | 1,500             |
| Total Lodging Tax Fund           | 872,620            |                        | 872,620           |
|                                  |                    |                        |                   |
| Contributions & Donations        | -                  | -                      | -                 |
| Total Vertical Harvest Fund      | -                  | -                      | -                 |
|                                  |                    |                        |                   |
| Contributions & Donations        | -                  | -                      | -                 |
| Total Snow King Snow Making Fund | -                  | -                      | -                 |
|                                  |                    |                        |                   |
| Intergovernmental Revenue        | 9,269,761          | 63,646                 | 9,333,407         |
| Charges for Services             | 1,275,200          | 105,621                | 1,380,821         |
| Miscellaneous Revenue            | 13,000             | -                      | 13,000            |
| Transfers In                     | 1,191,660          | (47,529)               | 1,144,131         |
| Total START Fund Revenues        | 11,749,621         | 121,738                | 11,871,359        |
|                                  |                    |                        |                   |
| Intergovernmental                | 1,101,147          | 230,591                | 1,331,738         |
| Miscellaneous Revenue            | 206,068            | 14,440                 | 220,508           |
| Transfers In                     | 3,569,262          | -                      | 3,569,262         |
| Total Capital Projects Fund      | 4,876,477          | 245,031                | 5,121,508         |
|                                  |                    |                        |                   |
| Taxes                            | -                  |                        | -                 |
| Miscellaneous Revenue            | 5,600              | -                      | 5,600             |
| Total 2006 SPET                  | 5,600              |                        | 5,600             |
|                                  |                    |                        |                   |
| Taxes                            | -                  |                        | -                 |
| Miscellaneous Revenue            | 6,000              | -                      | 6,000             |
| Total 2010 SPET                  | 6,000              |                        | 6,000             |
|                                  |                    |                        |                   |
| Taxes                            | -                  | -                      | -                 |
| Miscellaneous                    | 39,300             | -                      | 39,300            |
| Total 2014 SPET                  | 39,300             |                        | 39,300            |
|                                  |                    |                        |                   |
| Miscellaneous                    | 5,400              | -                      | 5,400             |
| Total 2016 SPET                  | 5,400              | -                      | 5,400             |
|                                  |                    |                        |                   |
| Taxes                            | 1,500,000          | -                      | 1,500,000         |
| Miscellaneous                    | 8,700              | -                      | 8,700             |
| Total 2017 SPET                  | 1,508,700          | -                      | 1,508,700         |
|                                  |                    |                        |                   |
| Water Intergovernmental          | -                  | -                      | -                 |
| Water Charges for Services       | 2,504,438          | -                      | 2,504,438         |
| Water Miscellaneous              | 93,160             | -                      | 93,160            |
| Water Transfers In               | 75,000             | -                      | 75,000            |
| Sewage Intergovernmental         | -                  | -                      | -                 |
| Sewage Charges for Services      | 2,632,834          | -                      | 2,632,834         |
| Sewage Miscellaneous             | 79,360             | -                      | 79,360            |
| Sewage Transfers In              | 75,000             | -                      | 75,000            |
| Total Enterprise Funds           | 5,459,792          | -                      | 5,459,792         |
|                                  |                    |                        |                   |
| Charges for Services             | 2,661,930          | -                      | 2,661,930         |
| Miscellaneous Revenue            | 44,700             | -                      | 44,700            |
| Total Employee Insurance Fund    | 2,706,630          | -                      | 2,706,630         |
|                                  |                    |                        |                   |
| Charges for Services             | 2,258,481          | -                      | 2,258,481         |
| Miscellaneous Revenue            | 600                | -                      | 600               |
| Total Fleet Management Fund      | 2,259,081          | -                      | 2,259,081         |
|                                  |                    |                        |                   |
| Charges for Services             | 566,400            | -                      | 566,400           |
| Miscellaneous Revenue            | 25,700             | -                      | 25,700            |
| Transfers In                     | -                  | -                      | -                 |
| Total Central Equipment Fund     | 592,100            | -                      | 592,100           |
|                                  |                    |                        |                   |
| Charges for Services             | 795,614            | -                      | 795,614           |
| Miscellaneous Revenue            | 1,000              | -                      | 1,000             |
| Transfers In                     | 400,000            | -                      | 400,000           |
| Total IT Service Fund            | 1,196,614          | -                      | 1,196,614         |

| CHANGE OF FUND BALANCE  | Approved<br>Budget | Increase<br>(Decrease) | Amended<br>Budget |
|-------------------------|--------------------|------------------------|-------------------|
| General Fund            | 12,523             | 9,154                  | 21,677            |
| Affordable Housing      | 167,000            | -                      | 167,000           |
| Parking Exactions Fund  | 653,300            | -                      | 653,300           |
| Park Exactions Fund     | 12,500             | -                      | 12,500            |
| Employee Housing Fund   | 334,623            | (2,485)                | 332,138           |
| Vertical Harvest Fund   | (24,693)           | -                      | (24,693)          |
| Snow Making Fund        | (48,822)           | -                      | (48,822)          |
| Animal Care Fund        | (9,800)            | -                      | (9,800)           |
| Lodging Tax Fund        | -                  | -                      | -                 |
| Start Fund              | (252,674)          | -                      | (252,674)         |
| Capital Projects        | (2,439,364)        | (149,000)              | (2,588,364)       |
| 2006 SPET               | (84,400)           | -                      | (84,400)          |
| 2010 SPET               | (526,292)          | -                      | (526,292)         |
| 2014 SPET               | (1,030,700)        | -                      | (1,030,700)       |
| 2016 SPET               | (1,798,404)        | -                      | (1,798,404)       |
| 2017 SPET               | 1,073,700          | -                      | 1,073,700         |
| Enterprise Funds        | (499,564)          | (45,000)               | (544,564)         |
| Employee Insurance Fund | 212,686            | -                      | 212,686           |
| Fleet Management Fund   | (85,417)           | -                      | (85,417)          |
| Central Equipment Fund  | (225,400)          | -                      | (225,400)         |
| IT Services Fund        | 147,400            | -                      | 147,400           |

**PASSED, APPROVED, & ADOPTED this 4<sup>th</sup> day of November , 2020**

**Town of Jackson**

**By: \_\_\_\_\_**  
**Pete Muldoon**  
**Mayor**

**ATTEST:**

**By: \_\_\_\_\_**  
**Sandy Birdyshaw**  
**Town Clerk**



## Exhibit A -Schedule of Increases\Decreases

### General Fund Expenditures and Other Uses

#### Mayor & Council

|                       |        |                                                    |
|-----------------------|--------|----------------------------------------------------|
| Professional Services | 2,500  | First in Family                                    |
| Professional Services | 13,750 | Inventory and needs assessment for early childcare |
| Litigation            | 27,000 | Liquor License                                     |

#### Town Attorney

|                     |       |                             |
|---------------------|-------|-----------------------------|
| Salaries & Benefits | 2,619 | Allocate Summer Internships |
|---------------------|-------|-----------------------------|

#### Planning

|                     |       |                             |
|---------------------|-------|-----------------------------|
| Salaries & Benefits | 1,196 | Allocate Summer Internships |
|---------------------|-------|-----------------------------|

#### Police - Patrol

|                     |        |                             |
|---------------------|--------|-----------------------------|
| Salaries & Benefits | 1,265  | Allocate Summer Internships |
| Training & Meetings | 11,875 | Leadership Training         |

#### Police - Community Service Officer

|                     |       |                             |
|---------------------|-------|-----------------------------|
| Salaries & Benefits | 1,522 | Allocate Summer Internships |
|---------------------|-------|-----------------------------|

#### Engineering

|                     |       |                             |
|---------------------|-------|-----------------------------|
| Salaries & Benefits | 1,277 | Allocate Summer Internships |
|---------------------|-------|-----------------------------|

#### Sports & Events Center

|                              |        |                                  |
|------------------------------|--------|----------------------------------|
| Repairs and Maintenance-Bldg | 15,015 | Ammonia Plant Exhaust Fan Repair |
|------------------------------|--------|----------------------------------|

#### Community Initiatives

|                               |       |                  |
|-------------------------------|-------|------------------|
| Promo-Central Wyoming College | 5,000 | CWC Teton Powwow |
|-------------------------------|-------|------------------|

#### Town-Wide Services

|             |         |                             |
|-------------|---------|-----------------------------|
| Internships | (7,879) | Allocate Summer Internships |
|-------------|---------|-----------------------------|

#### Transfers Out

|                              |          |                                                            |
|------------------------------|----------|------------------------------------------------------------|
| Transfer to Start Bus System | (47,529) | TVA/JHMR Contract Fare Adjustment; approved at 9/16/19 JIM |
|------------------------------|----------|------------------------------------------------------------|

#### Total General Fund

27,611

### Special Revenue Fund Expenditures and Other Uses

#### Employee Housing Fund

|                      |        |                  |
|----------------------|--------|------------------|
| R&M - 940 Simon Lane | 49,040 | Mold Remediation |
|----------------------|--------|------------------|

#### START Operations

|                     |        |                                                                                  |
|---------------------|--------|----------------------------------------------------------------------------------|
| Salaries & Benefits | 74,085 | Green Line Service Expansion 7/1/19-9/29/19; approved at 7/15/19 Council Meeting |
| Fuels/Parts/Labor   | 47,653 | Green Line Service Expansion 7/1/19-9/29/19; approved at 7/15/19 Council Meeting |

#### Total Special Revenue Fund

170,778

### Capital Project Fund Expenditures and Other Uses

#### Capital Projects Fund

|                               |         |                                                                    |
|-------------------------------|---------|--------------------------------------------------------------------|
| Pathways - AARP Grant         | 14,440  | Pathways: Senior-Specific Activities and Permanent Trishaw Parking |
| Aspen Cemetery - Erosion/Pave | 149,000 | Capital Project Budget Rollover from FY2019                        |
| All Hazards Response Grant    | 210,591 | All Hazards Response; approved at 10/21/19 Council Meeting         |
| Message Board                 | 20,000  | Message Board; approved at 10/21/19 Council Meeting                |

#### 2010 SPET Fund

|                                   |          |                                                                      |
|-----------------------------------|----------|----------------------------------------------------------------------|
| Start Facility Electrical Upgrade | 86,354   | Electric Bus Charging Equipment; approved at 9/16/19 Council Meeting |
| Teton Village WWTP                | (65,000) | Electric Bus Charging Equipment; approved at 9/16/19 Council Meeting |
| St John's EVSE                    | (75,000) | Electric Bus Charging Equipment; approved at 9/16/19 Council Meeting |
| Teton Village Solar Projects      | (20,000) | Electric Bus Charging Equipment; approved at 9/16/19 Council Meeting |
| Energy Efficiency Projects        | 73,646   | Electric Bus Charging Equipment; approved at 9/16/19 Council Meeting |

#### Total Capital Projects Fund

394,031

### Water Fund Expenditures and Other Uses

#### Maintenance & Operations

|                       |        |                                                               |
|-----------------------|--------|---------------------------------------------------------------|
| Professional services | 95,781 | Rate and Capacity Study; approved at 10/21/18 Council Meeting |
|-----------------------|--------|---------------------------------------------------------------|

#### Capital Outlay

|                         |          |                                     |
|-------------------------|----------|-------------------------------------|
| Chevy K2500             | 45,000   | Vehicle Budget Rollover from FY2019 |
| West Jackson Water Tank | (95,781) | Offset for Rate and Capacity Study  |

#### Total Water Fund

45,000

**Sewer Fund Expenditures and Other Uses****Plant Operations**

|                       |        |                                                               |
|-----------------------|--------|---------------------------------------------------------------|
| Professional Services | 95,781 | Rate and Capacity Study; approved at 10/21/18 Council Meeting |
|-----------------------|--------|---------------------------------------------------------------|

**Capital Outlay**

|                            |          |                                    |
|----------------------------|----------|------------------------------------|
| Flat Creek Drive New Sewer | (95,781) | Offset for Rate and Capacity Study |
|----------------------------|----------|------------------------------------|

|                          |          |  |
|--------------------------|----------|--|
| <b>Total Sewage Fund</b> | <b>-</b> |  |
|--------------------------|----------|--|

**Internal Service Fund Expenditures and Other Uses****IT Service Fund**

|                                |          |                                           |
|--------------------------------|----------|-------------------------------------------|
| eFORCE e-citation enhancements | 25,000   | eFORCE e-citation enhancements            |
| Contract Maintenance           | (6,050)  | Offset for eFORCE e-citation enhancements |
| Small Tools & Equipment <\$10K | (18,950) | Offset for eFORCE e-citation enhancements |

|                                    |          |  |
|------------------------------------|----------|--|
| <b>Total Internal Service Fund</b> | <b>-</b> |  |
|------------------------------------|----------|--|

|                                          |                |  |
|------------------------------------------|----------------|--|
| <b>Total Expenditures and Other Uses</b> | <b>637,420</b> |  |
|------------------------------------------|----------------|--|

**General Fund Revenues and Other Sources**

|                                |        |                                                                                |
|--------------------------------|--------|--------------------------------------------------------------------------------|
| County Reimb - Miscellaneous   | 6,875  | County Match: Inventory and needs assessment for early childcare               |
| Miscellaneous Revenue          | 3,000  | Community Foundation Grant: Inventory and needs assessment for early childcare |
| Insurance Reimbursement        | 15,015 | Insurance Reimbursement: Sports & Events Center Exhaust Fan Repair             |
| Police Ser-Special Event/Other | 11,875 | Community Foundation Grant: Leadership Training                                |

|                           |               |  |
|---------------------------|---------------|--|
| <b>Total General Fund</b> | <b>36,765</b> |  |
|---------------------------|---------------|--|

**Special Revenue Fund****Employee Housing Fund**

|                         |        |                                                          |
|-------------------------|--------|----------------------------------------------------------|
| Insurance Reimbursement | 46,555 | Insurance Reimbursement: 940 Simon Lane Mold Remediation |
|-------------------------|--------|----------------------------------------------------------|

**START Fund**

|                              |          |                                                                                   |
|------------------------------|----------|-----------------------------------------------------------------------------------|
| Teton County Grant - Start   | 121,738  | County Reimbursement: Green Line Service Expansion; approved at 7/15/19 Council M |
| START Transit Contract Fares | 105,621  | TVA/JHMR Contract Fare Adjustment; approved at 9/16/19 JIM                        |
| Teton County Grant - Start   | (58,092) | TVA/JHMR Contract Fare Adjustment; approved at 9/16/19 JIM                        |
| Transfer In - General Fund   | (47,529) | TVA/JHMR Contract Fare Adjustment; approved at 9/16/19 JIM                        |

|                                   |                |  |
|-----------------------------------|----------------|--|
| <b>Total Special Revenue Fund</b> | <b>168,293</b> |  |
|-----------------------------------|----------------|--|

**Capital Project Revenues and Other Sources****Capital Projects Fund**

|                           |         |                                                                     |
|---------------------------|---------|---------------------------------------------------------------------|
| Contributions & Donations | 14,440  | Pathways: Senior-Specific Avitivities and Permanent Trishaw Parking |
| Homeland Security Grant   | 230,591 | All Hazards Response Grant; Message Board Grant                     |

|                                    |                |  |
|------------------------------------|----------------|--|
| <b>Total Capital Projects Fund</b> | <b>245,031</b> |  |
|------------------------------------|----------------|--|

**Internal Service Fund Revenues and Other Sources**

|                                    |          |  |
|------------------------------------|----------|--|
| <b>Total Internal Service Fund</b> | <b>-</b> |  |
|------------------------------------|----------|--|

|                                         |                |  |
|-----------------------------------------|----------------|--|
| <b>Total Revenues and Other Sources</b> | <b>450,089</b> |  |
|-----------------------------------------|----------------|--|



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Legal

**PRESENTER:** Lea Colasuonno

**MEETING DATE:** November 4, 2019

**SUBJECT:** Franchise Agreement with CenturyLink and Ordinance

### STATEMENT/PURPOSE

The purpose of this item is for Council to consider and review a franchise agreement between the Town and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink").

### BACKGROUND AND ALTERNATIVES

CenturyLink provides the telephone system in the Town of Jackson, which requires use of the rights-of-way. CenturyLink has long had a franchise agreement allowing it to maintain and operate a wireline telecommunication system in, along, across, and/or under the public streets, alleys, etc. The previous franchise agreement expired and a new one has been negotiated.

The agreement is presented herein for Council consideration.

The options available to Council include:

1. Approve the franchise agreement as presented;
2. Direct staff to negotiate different terms or conditions and re-present the item at a future meeting.

### COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under:

#### **Section 4. Town as Heart**

- Principle 4.1 – Maintain Town as the central Complete Neighborhood
  - o Policy 4.1.d: Maintain Jackson as the economic center of the region Continuing Town's function as the community's economic center is essential in its role as the community's central Complete Neighborhood. Town is home to the majority of the retail opportunities, jobs and basic facilities and services needed by our community and visitors.

#### **Section 8. Quality Community Service Provision**

- Principle 8.1 - Maintain current, coordinated service delivery
  - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels A "service level" is defined as the quality and quantity of a service provided to the community. To ensure that services are delivered to the public in a safe, efficient and timely manner, the Town and County will use best practices in coordinating with governmental and nongovernmental service providers . . . .
  - o Policy 8.1.b: Coordinate with independent service providers The Town and County will coordinate with independent service providers to quantify and understand their service delivery goals, as well as their relation to the Common Values of the community.

### STAKEHOLDER ANALYSIS

Stakeholders include the Town as the caretaker of the public streets and right-of-way, the applicant constructing its infrastructure, and Town residents that use the roadways and the telecommunications infrastructure.

### FISCAL IMPACT

The Town will receive \$25,000 each year for the four-year term of Franchise Agreement.

### STAFF IMPACT

The staff impact of negotiating and reviewing franchise agreements is almost exclusively in the Legal Department, but includes consultation with the Engineering and Public Works Department as needed.

If the agreement is approved, its enactment requires three readings (an ordinance) and staff impacts accumulate in the Town Clerk's office.

### LEGAL REVIEW

Ongoing as needed.

### ATTACHMENTS

- Ordinance K

### RECOMMENDATION

Staff recommends approval of the franchise agreement and its codification as an ordinance.

### SUGGESTED MOTION

I move to approve Ordinance K on first reading for a new Franchise Agreement with Qwest Corporation d/b/a CenturyLink QC.

## **ORDINANCE K**

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE.

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

### **SECTION I.**

WHEREAS, the Town Council, having determined that Qwest Corporation dba CenturyLink QC s (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

#### **FINDINGS**

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the Town complies with the existing applicable State statutes, federal laws and regulations;
4. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
5. The Franchise granted to Grantee is nonexclusive.

### **SECTION 1** **Definition of Terms**

**1.0 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A.** “Communications Act” or “Act” collectively means the Federal Communications Act of 1934, as amended.
- B.** “FCC” means Federal Communications Commission or successor governmental entity thereto.
- C.** “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the System.
- D.** “Franchising Authority” means the Town of Jackson, Wyoming, or the lawful successor, transferee, or assignee thereof.
- E.** “Grantee” means CenturyLink, or the lawful successor, transferee, or assignee thereof.
- F.** “Person” means an individual, partnership, association, joint stock Grantee, trust, corporation, or governmental entity.
- G.** “Public Way” shall mean the surface of, and the space below and above, any existing or hereafter established public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other Public Way, dedicated primarily to public travel or utility use, including, but not limited to, utility strips expressly dedicated to the Franchising Authority, which, by virtue of the terms of dedication, the Franchising Authority may permit Grantee to use and occupy for purposes of installing the System to provide Telecommunications.
- H.** “Service Area” means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- I.** “Subscriber” or “Customer” means a Person or user of the System who lawfully receives Telecommunications or other services provided by Grantee with the Grantee's express permission.

“System” shall have the meaning and refer to, unless otherwise specified, the system constructed and operated in the Public Ways of the Town under this Agreement.

- J.** “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or

content of the information as sent and received, as defined by the Communications Act of 1934, as amended.

## **SECTION 2**

### **Grant of Franchise**

**2.0 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct, maintain and operate a wireline Telecommunications System in, on, along, among, across, or under Public Ways within the Service Area for the purpose of providing Telecommunications and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in, on, under, across, or along any Public Way and all extensions thereof and additions thereto, such wires, cables, conductors, ducts, conduits, vaults, manholes, cabinets, amplifiers, appliances, attachments, and other related property or communications equipment as may be necessary or appurtenant to the System for that purpose; such use being subject to the ongoing supervision of the Franchising Authority, and subject to the exercise of the Franchising Authority's police powers.

The grant does not encompass the right to provide, or authorize others to use the facilities to provide cable television services or video programming services except on a common carrier basis, and it does not permit Grantee to install, or permit others to install wireless facilities. An additional agreement or compensation may be required for such uses. The right to provide Telecommunications via wire otherwise includes the right to provide Telecommunications services and information services, subject to the foregoing.

#### **2.1 Purpose.**

- A.** To the extent permitted by state and federal law, the Franchising Authority reserves the right to require and regulate the provision of services and facilities by Franchisee. The central purpose of this Franchise is to define the general terms and conditions under which Grantee may occupy and use Public Ways to provide Telecommunications.
- B.** The Franchise is not in lieu of: permits or approvals, or associated fees therefore, that may be required in connection with particular activities in the Public Ways, including, but not limited to construction permits, building permits; traffic plans and authorizations that may be required under the land use codes of the Franchising Authority for particular placements or placements at particular locations, including, but not limited to design review requirements in historic districts; or licenses, leases or agreements that may be required for use of Franchising Authority property other than the Public Ways. Permits and authorizations must be applied for in a timely manner, and work may not commence before required permits or authorizations issue.
- C.** All work required of Grantee hereunder shall be performed at no cost to the Franchising Authority or to any governmental authority, except as specifically provided herein, or where required by Wyoming law.

**2.2 Term.** The term of the Franchise shall be for four (4) years. The franchise runs from January 1, 2020, through and includes December 31, 2023. The parties will commence good faith negotiations regarding a renewal franchise no later than June 1, 2023. If a new franchise is not agreed upon by December 31, 2023, this Franchise shall continue as a holdover franchise on a month-to-month basis until June 30, 2024, terminable by either party at any time.

**2.3** If a new franchise is agreed upon, the franchise fee agreed upon shall relate back to January 1, 2024. This section shall survive the scheduled expiration of the Franchise.

**2.4** If a new franchise is not agreed upon by June 30, 2024, each party shall have such rights as it may have under law upon termination of a franchise agreement.

### **SECTION 3**

#### **Minimum Conditions of Street Occupancy**

**3.0 Conditions of Street Occupancy.** In occupying, entering into, and conducting work in the Public Ways, Grantee will comply with all applicable federal, state, and local laws and regulations, and in addition, comply with the following minimum conditions:

- A.** All transmission and distribution structures, other lines, and equipment installed by the Grantee pursuant to the terms hereof shall be located so as to not unreasonably interfere with the use of Town streets or Public Ways for travel. Whenever it shall be necessary to install facilities, to dig or in any manner to disturb or interfere with any of Town streets or Public Ways, Grantee shall cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways, and shall not at any time encumber more of the streets than shall be reasonably necessary to enable the Grantee to fulfill the intent and purpose of this Franchise.
- B.** All construction, modification, repair and operation shall be performed in a manner that protects surrounding property from harm, and free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the Franchising Authority gives Grantee written notice of a failure by Grantee to comply with this subsection B, Grantee shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Grantee defaults in its obligations hereunder, the Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.
- C.** Grantee shall at all times keep and maintain the System's facilities free of all graffiti located thereon. If Franchising Authority notifies Grantee that graffiti is located on the System facilities, Grantee shall remove the graffiti within three (3) business days of the written notice. If Grantee defaults in its obligations hereunder the



Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

- D. Whenever and wherever Grantee shall rebuild, relocate or construct new cables or lines within the Public Ways of the Town, such cables or lines shall be located in the alleys or utility easements of the Town, however, if such location is not feasible, then a different location shall be selected, subject to approval of the Town Public Works Department. All transmission and distribution structures, other lines, and equipment shall be maintained in good condition, with neat and orderly appearance, and placed so as to minimize visual intrusions in the area in which they are placed.
- E. The Grantee may trim trees or other natural growth overhanging any of its System in the Service Area to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any damages caused to the Franchising Authority's property in the course of trimming, or shall, in Grantee's sole discretion perform the necessary work itself to redress the damage caused. Work must be performed in a manner satisfactory to the Franchising Authority (including, for example, with respect to the timing of tree replacement, and the type of tree to be planted).
- F. Grantee must own or control all components of System placed in the Public Ways, other than a support structure owned by a governmental entity or an entity which itself holds a franchise and which has been authorized to place the support structure within the Public Way. Excluding the support structure owned by such other entity, the System must be under the sole control and management of Grantee; and Grantee shall be liable for all acts or omissions, and all harms associated with that System, or its use of any support structure.
- G. Franchising Authority may require Grantee to reasonably cooperate with others to minimize adverse impacts on the Public Ways through joint trenching and other arrangements.

**3.1 Restoration of Property.** If during the course of the Grantee's construction, operation, or maintenance of the System there occurs a disturbance of any Public Way or other property by the Grantee, it shall, at its expense, replace and restore such Public Way or property to a condition equal to or better than that condition of the Public Way or property existing immediately prior to such disturbance; or, if different, to such condition as may be required by applicable codes and regulation governing the Public Way or property.

### **3.2 Relocation of System.**

- A. Grantee may be required to remove and relocate the System, subject to such notice as may ordinarily be provided to users of similar structures, if: (a) the structures to which they are attached or located within are removed, ordered to be removed or relocated; (b) to share use of the Public Way with other entities; or (c) to ensure

that the structures to which they are attached or located within do not interfere with the use of the Public Way by the public, or present a risk to public health or safety.

- B.** To the extent that Grantee is required to remove or relocate its System to share the use of the Public Way by a third party, nothing herein prevents Grantee from seeking compensation from that third party; or from raising a claim that the obligation to share is being applied in a manner inconsistent with applicable law.
- C.** The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Franchising Authority, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the System interferes in any way with the construction, maintenance, or repair of such public works, public improvements, or public projects, the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within thirty (30) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Franchising Authority), protect or relocate the System, as may be directed by the Franchising Authority or other governmental authority.
- D.** In any case where the System must be relocated, Grantee may, as an alternative to removing its System, abandon the System in place, except as the Franchising Authority or other governmental authority may otherwise direct. If funds are available to users of the Public Way for relocation, nothing herein prevents Grantee from seeking funding for relocation.

**3.3 Closing of Public Way.** Nothing in this Agreement shall be construed as a waiver or release of the rights of the Franchising Authority in and to Public Way. In the event that all or part of the Public Way within the Service Area is, pursuant to statutory procedures, (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned, or if ownership of the land in, under or over the affected Public Way is otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Public Way, or any part of such Public Way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Grantee shall remove the System facilities from such Public Way, except as may be reserved as part of the vacation or abandonment of the Public Way. Nothing herein is meant to preclude Grantee from pursuing any rights it may have under state law against a private Person if the Public Way is vacated for the benefit of that Person. The Franchising Authority shall provide reasonable prior written notice to Grantee of any such closing, vacation, or transfer to allow Grantee to remove and relocate its facilities where the right to continue to occupy and use such Public Way is not reserved for Grantee, and shall work with Grantee to identify alternative routes if facilities must be relocated.

### **3.4 Undergrounding.**

- A.** For all new installations, extensions, upgrades, and major maintenance of the System, the Franchising Authority will require the Grantee to underground the

System as required by its Municipal Code. As such, Grantee shall construct, operate, and maintain its lines underground, but may place other equipment in vaults or on pedestals above ground where permitted in accordance with the Franchising Authority's normal practices for the affected area.

- B.** Should the Grantee's service line be the single connection on a utility pole located within a Public Way, upon request of the Franchising Authority, the Grantee shall within sixty (60) days of the request, place its System underground and remove the overhead line from the pole, while maintaining services. Should the relocation of the System not be completed within sixty (60) days of the written request, the Grantee shall pay the Franchising Authority fifty (\$50) dollars per day, subject to applicable law, until the System is removed, provided, however, that Grantee may request an extension of the time to underground and remove its System from the pole, and the Franchising Authority will not unreasonably refuse to grant the extension where justified by weather conditions, or the amount of work required. The Franchising Authority agrees to give Grantee reasonable notice and access to the public utilities' facilities at the time they are placed underground for the purposes of facilitating the relocation of aerial facilities to underground locations.
- C.** A homeowner, building owner or developer may require Grantee to place facilities underground from the Public Ways in an area where the facilities could otherwise be maintained aboveground, provided the homeowner, building owner or developer is willing to pay the costs therefor. The Franchising Authority shall use reasonable diligence to provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of wireline facilities. The Franchising Authority agrees to require as a condition of issuing the permit, that the developer give the Grantee access to open trenches for deployment of facilities and written notice of the date of availability of trenches. Notice must be received by the Grantee at least ten (10) business days prior to availability. Developer shall be responsible for expense of the digging and backfilling of all trenches.
- D.** No new aboveground facilities may be placed in a local improvement district where utilities are to be undergrounded, except as otherwise provided in connection with the establishment of that local improvement district. Nothing in this Franchise prevents the Franchising Authority or residents of the Town from requiring Grantee to participate in a plan for a local improvement district, and to relocate, underground or otherwise move or modify its facilities in accordance with the requirements for the local improvement district subject to applicable law.

**3.5 Failure to Perform.** If Grantee defaults in its obligations to perform any work hereunder, (including, but not limited to relocation of its System), the Franchising Authority may perform the work, or cause the work to be performed, and charge the actual and reasonable cost thereof to and collect the same from the Grantee. Franchising Authority may not perform the work unless it provides the notice to Grantee required hereunder, except in the case of emergencies, where there is an imminent threat to Persons or property.

**3.6 All Work Performed Safely.** All work performed in connection with the System shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and durable quality. The Grantee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Grantee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with all legal and regulatory safety requirements of all permits, licenses, and other forms of approval or authorization. Grantee will comply with Franchising Authority requirements for identification of the System facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the Public Way. Grantee is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Franchise and applicable law when performing work on behalf of Grantee, and is jointly and severally responsible for their acts and omissions.

**3.7 Emergency Notification.** Grantee shall provide Franchising Authority with a twenty-four (24) hour emergency telephone number at which a representative of Grantee, not voice mail or a recording, can be contacted in the event of an emergency. The Company shall respond immediately to address a reported emergency.

**3.8 Required Reports.**

- A.** Upon request, the Grantee shall provide Franchising Authority a map as previously prepared, used and relied upon by Grantee in its normal course of business, clearly indicating the approximate location of all components of the System in the Public Ways. Such map shall be held as proprietary and confidential by the Franchising Authority, and is not intended to be released to the public.
- B.** Grantee, by January 15 of each year, shall provide the Franchising Authority with electronic information showing the location of its System within the Town, so that the approximate location of all lines and all powered equipment is identified. This shall be provided to the Franchising Authority in a format that is GIS compatible or an alternate as agreed to by both the Franchising Authority and Grantee. If Grantee claims the map is confidential under Wyo. Stat. § 16-4-203(d)(v), City will maintain the confidentiality in accordance with law.
- C.** Upon request, and to the extent not expressly required under a permit, Grantee will keep the Town Engineer apprised of the status of any work in the Public Ways.
- D.** Upon request, Grantee shall provide any required certificate of public convenience and necessity, and shall provide other proofs that it has authority to construct, modify, repair or operate the System.

**3.9 Temporary Changes for Other Permittees.** At the request of any Person holding a valid permit upon reasonable advance notice, Grantee shall temporarily raise, lower, or remove its System facilities, property, or equipment as necessary to permit the moving of a building, vehicle,

equipment, or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

#### **SECTION 4**

#### **Franchise Fee, Transfer, and Certain Franchising Authority Rights**

##### **4.0 Franchise Fee.**

- A.** Commencing January 1, 2020, in return for the rights granted hereunder, Grantee shall pay Franchising Authority a franchise fee of \$25,000 per annum, to be paid in quarterly installments, with each installment due 45 days after the end of the calendar quarter.
- B.** The fee may be modified if a court or agency of competent jurisdiction determines that the fee is not competitively neutral or unlawfully discriminates in favor of Grantee, and Grantee may be required to pay a higher, non-discriminatory and competitively neutral fee. Grantee reserves the right to challenge the franchise fee as discriminatory or not competitively neutral, favoring its competitors.
- C.** **Acceptance of Payment and Recomputation.** No acceptance of any payment shall be construed as an accord by the Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Franchising Authority may have for further or additional sums payable or for the performance of any other obligation of Grantee.
- D.** **Audits.** On an annual basis, upon thirty (30) days prior written notice, the Franchising Authority, including the Franchising Authority's auditor or his/her authorized representative, shall have the right to conduct an independent audit of the Grantee's records reasonably related to determination of the franchise fee owed. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall, subject to applicable law, pay the reasonable costs of the audit.
- E.** **Late Payments.** In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default subject to the provisions of Section 7 below.
- F.** **Tax Liability.** The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or will be required to be paid by businesses by any law of the Town, the State of Wyoming, or the United States including, without limitation, sales, use or other taxes, business license fees or other payments.

Payment of the franchise fees under this Franchise will not exempt the Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of the Grantee that may be lawfully imposed by the Franchising Authority.

**4.1 Intentionally omitted.**

**4.2 Transfer of Franchise.**

- A.** The Franchise or System, or control of the Franchise or of the System may not be assigned or transferred directly or indirectly by any means (all collectively referred to herein as “Transfers”) without the prior written consent of Franchising Authority, which consent shall not be unreasonably withheld, conditioned or delayed, provided: (1) Grantee is in compliance with this Franchise in all respects; and (2) that the Transfer does not create any additional burden upon the Public Ways or adversely affect the Franchising Authority’s interests under this Franchise.
- B.** Grantee may mortgage, pledge, or hypothecate its interest in the System without prior written consent provided that any such arrangement is subordinate to the terms of this Franchise, and will not permit any Person to succeed to the rights of Grantee under the Franchise without the Franchising Authority’s prior written consent, and will not result in any lien extending to municipal property or the Franchise itself.
- C.** The Franchising Authority’s prior written consent is not required for a corporate restructuring that results in a Transfer of all rights under this Franchise or in the System to an entity controlling, controlled by, or under common control with the Grantee, provided that (1) the Transfer is not part of a transaction that results in a change in, or change in control of, Grantee’s parent company; and (b) the entity that will be Grantee unconditionally accepts this Franchise; or (c) a transaction that involves the acquisition of all of the ultimate parent company of Grantee, but not a change in the Grantee.
- D.** In all cases, an assignee or transferee must accept all obligations of the Grantee, and responsibility for all acts and omissions of Grantee, known and unknown, unless the Franchising Authority expressly agrees otherwise.
- E.** Except as otherwise provided herein, the Franchise is not divisible by sublease, license or otherwise

**4.3 Non-exclusive Franchise.** The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and the Franchising Authority reserves the right to grant a similar use of said streets, alleys, public ways and places to any Person at any period of this Franchise.

**4.4 Franchising Authority Rights in Franchise.**

- A. The right is hereby reserved to the Franchising Authority to adopt, in addition to the provisions herein and existing applicable ordinances, such additional regulations, relative to this Franchise as it shall find necessary in the exercise of its general police powers.
- B. The Franchising Authority shall have the right, during the life of this Franchise, at fair market price and negotiated terms and conditions for services, and in accordance with a negotiated service order, to request that the Grantee provide services provided by the Grantee to Franchising Authority offices, core facilities, and/or utilities, including but not limited to Town Hall, Public Works, Police Stations(s), and Fire/EMS stations(s) that are passed by its System within the Town.
- C. The Franchising Authority shall have the rights, subject to the provisions of this Franchise to make such inspections of all construction and installation activities undertaken by the Grantee within the Public Ways of the Town as may be necessary to ensure compliance with this Franchise and all applicable Town ordinances.

## **SECTION 5**

### **Compliance**

#### **5.0 Books and Records/Reports**

- A. In addition to the audit rights provided for, the Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review and such of its books and records as are kept in the normal course of business at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations.
- B. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The Grantee shall not be required to provide personally identifiable Subscriber information, or other information is it prohibited by law from disclosing to the Franchising Authority. Nothing herein shall be interpreted to require the Franchising Authority to violate the Wyoming Public Records Act or Sunshine Laws, or to defend against a claim that documents produced must be disclosed. Franchising Authority shall notify Grantee if Franchising Authority receives a request to disclose confidential information, so that Grantee may take appropriate steps to protect its interest.

- C. Grantee may be required to prepare such reports, and cooperate in such inspections or testing as may be necessary to permit the Franchising Authority to determine compliance with this Franchise.

## **SECTION 6**

### **Insurance and Indemnification**

#### **6.0 Surety Bonds.**

- A. Grantee shall, as a material condition of this Franchise, and prior to the commencement of any work in the Public Way, deliver to the Franchising Authority a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the Franchising Authority to ensure the appropriate and timely performance of work in the Public Way and compliance with the obligations of its Franchise. 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 Town Solicitor in form and substance, and must be maintained until all obligations to Franchising Authority under this Franchise (including obligations to remove) are satisfied.
- B. If a higher bond amount would be required in connection with permits for work in Public Ways, Grantee shall provide an additional bond so that the total bonded amount equals the higher bond requirement.

#### **6.1 Insurance Requirements.**

- A. Grantee shall procure and maintain insurance for the duration of this Franchise against any and all claims for injuries to Persons or damages to property which may in any way arise from, or in connection with any work performed in connection with the System or pursuant to this Franchise by Grantee, its agents, representatives, or employees ("Work"). Such insurance shall be in the following minimum amounts, which assume that no hazardous materials will be associated with any part of the System and that the System will be of a kind and type regularly installed in the Public Way. The Franchising Authority may require additional insurance if, in the Franchising Authority's reasonable view, the System presents additional risks to it, the public or property.
- B. Minimum Coverages and Limits:
- (1) General Liability: \$1,000,000 per occurrence
  - (2) Automobile Liability: \$1,000,000 per occurrence
  - (3) Workers' Compensation: Statutory Limits
  - (4) Employer's Liability: \$500,000/\$500,000/\$500,000
- C. Certificates showing proof of such insurance shall be submitted to Franchising Authority prior to commencement of any work in the Town. Further, it shall be an affirmative obligation upon Grantee to maintain the insurance policies in full



force and effect during the term of the Franchise. Each policy shall require that notice be provided to Franchising Authority thirty (30) days prior to cancellation of the policy. A substitute certification must be provided to the Franchising Authority prior to the date any insurance lapses or otherwise is terminated. Failure to comply with the insurance requirements shall be considered a material breach of this Franchise.

- D. The General Liability policy is to contain or be endorsed to name Franchising Authority, its officers, officials, agents, and employees as additional insureds as respects the liability arising out of the Work. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Workers' Compensation. Grantee shall maintain Workers' Compensation Insurance for all of Grantee's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the Franchising Authority, its officers, officials, agents, and employees. Grantee and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment, or employee benefits offered to its employees
- F. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of Wyoming, unless otherwise approved by Franchising Authority; and Grantee shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of Franchising Authority.

**6.2 Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the construction, modification, repair, or operation of the System. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

## **SECTION 7**

### **Enforcement and Termination of Franchise**

**7.0 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee

has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.1 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.0: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, Grantee shows within that 30-day period that it has initiated reasonable steps to remedy such default as promptly as is possible, and by a date certain. If Grantee fails to promptly complete the cure to the satisfaction of the Franchising Authority, the Franchise may be terminated after public hearing without further notice or opportunity to cure.

**7.2 Public Hearing.** In the event that the Grantee fails to respond to the notice described in Section 7.0 pursuant to the procedures set forth in Section 7.1, or in the event that the alleged default is not remedied to the satisfaction of the Franchising Authority within thirty (30) days, the Franchising Authority shall schedule a public hearing to consider any objections Grantee has raised with respect to the claimed default, and investigate the default to consider whether to terminate the Franchise. The Franchising Authority shall notify the Grantee in writing of the time and place of such public hearing and provide the Grantee with an opportunity to be heard.

**7.3 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

If the Franchise is revoked, nothing herein prevents Grantee from contesting the validity of the revocation in a court of competent jurisdiction. Except where continued operation would present a risk to the safety of Persons or property, Franchising Authority shall permit Grantee to continue to operate its System during the pendency of the dispute subject to the terms and conditions of this Franchise.

**7.4 Impossibility of Performance.** If either Franchising Authority or Grantee is prevented or delayed from fulfilling any term or provision of this Franchise by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, an action of government acting in its sovereign capacity that prevents performance hereunder, or similar events then performance shall be excused for the period it is prevented or delayed, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible. *Provided that*, this provision does not excuse a failure to perform under Sections 3.0.A, 3.1-3.3 or 3.7, or prevent Franchising Authority from exercising its rights under those sections or Section 3.5.

**7.5 Franchising Authority Termination Right.** Franchising Authority shall have the right to

terminate this Franchise (i) if the Franchising Authority is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the System from the Public Ways; or (ii) if Grantee's licenses to operate the System and/or provide Telecommunications service are terminated, revoked, expired, or otherwise abandoned; (iii) any material term is declared unenforceable; or (iv) there is a default by Grantee that is not cured within the time limits set forth within this Franchise.

**7.6 Removal due to Termination or Abandonment.** Following the termination of the Franchise for any reason, or in the event Grantee ceases to operate and abandons the System, Grantee shall, within one hundred twenty (120) days, remove the System from the Public Ways and restore the Public Ways to specifications prescribed by Franchising Authority. If Grantee defaults in its obligations hereunder, the Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from Grantee. Provided that, removal is not required as to any part of the System which Grantee has separate authority from the State or from the Franchising Authority to remain in place. Provided further, Franchisee may request the right to abandon its System in place, and Franchising Authority may permit that abandonment where it determines abandonment is in the public interest, and will not unduly burden the Public Way. Abandonment may be conditioned on providing all right and title to the portion abandoned to the System, free and clear of any encumbrances, so that the City may use, remove or otherwise dispose of the same as it determines appropriate.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.0 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.1 Theft of Service.** In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any Person to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the System without the express consent of the Grantee. Further, without the express consent of the Grantee, it shall be a misdemeanor for any Person to tamper with, remove, or injure any property, equipment, or part of the System or any means of receiving services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which will enforce the intent of this Section.

**8.2 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson  
Town Administrator  
P.O. Box 1689  
150 E. Pearl Avenue  
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Qwest Corporation d/b/a CenturyLink  
Network Infrastructure Support  
1025 Eldorado Blvd  
Broomfield, CO 80021

Qwest Corporation d/b/a CenturyLink  
Assistant General Counsel, Right of Way  
931 14<sup>th</sup> Street, 9<sup>th</sup> Floor  
Denver, CO 80202

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving written notice to the other. *Notwithstanding any other provision hereof*, in the event of an emergency or in a case where there is an imminent hazard to persons or properties, notice may be provided by telephone to the emergency contact required by this Agreement.

**8.3 Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.4 Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

**8.5 Effective Date.** The effective date of this Franchise is upon the effective date as adopted by the Jackson City Council pursuant to the provisions of applicable law.

**8.6 Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.

**8.7 Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.

**8.8 Sovereign Immunity.** The Franchising Authority does not waive its sovereign immunity

by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.

**8.9 No Advertisement.** Grantee shall not place any advertisement or other notice on or about the System which identifies the Grantee in any way (except for emergency notification postings, or postings required by law).

**8.10 Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

**8.11 Merger.** This document contains the entire agreements of the parties hereto with respect to the Franchise. No provision of this Franchise may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.

*[signatures follow on next page]*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Franchise Agreement on \_\_\_\_\_, \_\_\_\_\_.

Town of Jackson, WY

By:\_\_\_\_\_

Title:\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sandra Birdyshaw, Town Clerk

Qwest Corporation, d/b/a CenturyLink QC, Grantee

By: \_\_\_\_\_

Title: \_\_\_\_\_

**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 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



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Town Clerk

**PRESENTER:** Sandy Birdyshaw

**MEETING DATE:** November 4, 2019

**SUBJECT:** 1<sup>st</sup> Reading Ordinance L – Updating Municipal Code Title 6 Liquor Licenses and Permits

### STATEMENT/PURPOSE

The Town Council authorizes any changes to the Municipal Code including those related to alcohol regulations.

### BACKGROUND/ALTERNATIVES

During 2019, the Town Council held four workshops to discuss proposed changes and updates to Title 6. At the last workshop on October 21st, the Town Council directed staff to incorporate the direction that had been given by Council at all the workshops and to bring back a draft ordinance.

During the workshops, the Town Council provided direction on proposed revisions which included removing language in Title 6 that duplicated Wyoming Statute Title 12, minor revisions considered as housekeeping items, and revisions that separated and identified code sections for improved citing by enforcement officers. Policy direction was given on changing application fees, requiring training for alcohol beverage servers, adding regulations for selling alcoholic beverages for off-premises consumption in open containers, updating grounds for considering non-renewal of annual applications, updating the grounds for and the number of days a license may be suspended, and penalties for failing compliance check visits.

### COMPREHENSIVE PLAN ALIGNMENT

Aligns with Comprehensive Plan Policy 8.1.a. for the delivery and quality of desired levels of service to the community and the decisions related to liquor licensing have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

Liquor licensed establishments may have a positive or negative impact on its neighborhood, and the Town Council must balance the needs of a licensee with the needs of those who live or work in the vicinity. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Town Council could also have a high-level strategic discussion about the goals of regulating alcohol sales within Town limits and how they would measure success in reaching those goals prior to considering specific changes in the Municipal Code.

### STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers and the local licensing authority; each liquor license holder; the Police Department and Town staff as related to compliance with liquor laws; and the residents and guests of the community expecting adequate and safe provision of alcohol to those legally entitled to partake.

### FISCAL IMPACT

The fiscal impact of passage of this ordinance after third reading varies between \$1400 and 3300 depending on the length of the ordinance. Ordinances are advertised the Wednesday immediately following Town Council approval on third reading.

### STAFF IMPACT

The staff impact of passing this ordinance after first and second reading is minimal. The Town Clerk's office prepares a brief, courtesy public notice for the ordinance and scheduled date of the third reading. The staff impact of passage upon third and final reading is notable in that it requires publishing the full ordinance in the newspaper, and codifying the municipal code. The ordinance is also processed for permanent records storage, the electronic database, posted on the Town's website, and provided to liquor license holders.

### LEGAL REVIEW

Ongoing. The interim Town Attorney played an integral role in the proposed revisions and continued review of the draft ordinance.

### ATTACHMENTS

Ordinance L - redline and clean versions

### RECOMMENDATION

Staff recommends approving the ordinance at first reading, or for the Town Council to make additional revisions and direct staff to bring back a revised ordinance.

### SUGGESTED MOTIONS

To approve as presented: I move to approve Ordinance L at first reading.

To make additional changes: I move to direct staff to make the changes discussed today and bring back a revised ordinance for first reading at a future regular council meeting.



## ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS TO REMOVE CODE WHICH DUPLICATES WYOMING STATUTE TITLE 12, TO UPDATE CODE WITH WYOMING STATUTE TITLE 12 CHANGES EFFECTIVE JULY 1, 2019, TO ADD REGULATIONS FOR OFF-PREMISES OPEN CONTAINER SALES, REQUIRE TRAINING FOR ALCOHOL SERVER STAFF, AND UPDATE CODE RELATING TO SUSPENSION AND PENALTIES FOR VIOLATIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

### SECTION I.

Sections 6.10 through 6.90 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to remove code which duplicates Wyoming Statute Title 12, to update code with Wyoming Statute Title 12 changes effective July 1, 2019, to add regulations for off-premises open container sales, require training for alcohol server staff, and update code relating to suspension and penalties for violations, to read as follows:

### Chapter 6.10 DEFINITIONS

#### Sections:

##### 6.10.010 Definitions.

##### 6.10.010 Definitions.

As used in this Title.

- A. **Alcohol Server Staff** means all persons employed at any business operating under a liquor license engaged in the selling or serving of alcoholic liquor and/or malt beverages, or the managers thereof.
- B. **Hotel** means a building kept, used, maintained, advertised, and/or held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so

equipped and serviced that the Town Council shall be satisfied that the chief source of revenue to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.

- C. **Licensee** means a person holding any permit or license in accordance with this Title or Title 12 of the Wyoming State Statutes, as amended.
- D. **Restaurant** means space in a building maintained, advertised, and/or held out to the public as a place where individually-priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen, and the number and kinds of employees necessary for the preparing, cooking, and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant.
  - 1. **Full-service restaurant** means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.
  - 2. Food menu shall contain a minimum of five (5) qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
  - 3. Kitchen shall be an area with cooking appliances required to prepare plated meals.
  - 4. Dispensing Room means an enclosed and partitioned space within a restaurant large enough for a person to enter, but not a cabinet. Wall partitions may contain cut-out windows and doorways, but partitions shall extend from floor to ceiling.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965.)

## **Chapter 6.20**

### **APPLICATION FOR LICENSES AND PERMITS**

#### **Sections:**

**6.20.003 State Laws Applicable.**

**6.20.006 Application Form and Fees.**

**6.20.010 Affidavit and of Authorization and Understanding.**

**6.20.012 Plan of Operations.**

**6.20.015 Affidavit of Understanding.** (Repealed. Ord.1185 § 1, 2017)

**6.20.020 Notice publication--Protests.** (Repealed. Ord. x § 1, 2019)

**6.30.030 Term - Exception.** (Repealed. Ord. x § 1, 2019)

#### **6.20.003 State Laws Applicable.**

All licenses issued pursuant to this Title, and all use, possession, sales, and purchases of alcoholic beverages shall be subject to all requirements, regulations, and limitations prescribed by W.S. 12-1-101, *et seq.*, as amended, and are adopted by reference, except as is otherwise expressly set forth in this Title. If this Title is silent, then state statute is applicable. If there is a conflict between the state statute and this Title, then the stricter will apply.

#### **6.20.006 Application Form and Fees.**

- A. A person desiring any liquor license under this Title shall apply to the Town Clerk on forms prepared by the Attorney General of the State of Wyoming, as and in accordance with the statute of the State of Wyoming.
- B. The Town, upon application, state certification, and public hearing, may issue a liquor license or permit pursuant to this Title and Title 12 of the Wyoming State Statutes, as amended.
- C. The fee paid annually for each license is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No application will be processed, nor any licenses issued, until payment in full has been made.
  - 1. Retail Liquor License: \$1,500.00
  - 2. Limited Retail (Club) Liquor License: \$500.00
  - 3. Resort Liquor License: \$3,000.00
  - 4. Restaurant Liquor License: \$1,500.00
  - 5. Bar and Grill Liquor License: \$1,500.00
  - 6. Microbrewery Permit: \$500.00
  - 7. Winery Permit: \$500.00
  - 8. Satellite Winery Permit: \$100.00
- D. The fee to be paid for each twenty-four (24) hour permit is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No permit will be issued until payment in full has been made.

1. Catering Permit: \$20.00
2. Malt Beverage Permit: \$50.00
3. Manufacturer's Off-Premises Permit: \$50.00

**6.20.010 Affidavit of Authorization and Understanding.**

- A. All persons filing applications for new licenses and permits, renewals for the same, or for transfer of ownership or location, unless otherwise noted in this Title, shall submit a signed Affidavit of Authorization and Understanding form as provided by the Town Clerk. . By signing the form all persons filing applications agree to a background check conducted by the Chief of Police or designee.
- B. The applicant understands that it shall be the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town or County department or elected bodies.
- C. Each application submitted is affirmed as being true and correct to the best of the applicant's knowledge. The applicant understands that information provided in the application packet may be investigated for accuracy.
- D. Procedures for reviewing applications will be established by the Town Clerk, Chief of Police and Risk Manager.

**6.20.012 Plan of Operations.**

- A. All new and transfer applicants must include a written Plan of Operations, which at a minimum sets forth:
  1. The nature of the business and how the premises will be operated.
  2. The type(s) of alcoholic beverages available to customers.
  3. The process for ordering and serving alcoholic and malt beverages to customers.
  4. The location of the Dispensing Room for restaurants.
  5. The plan for outdoor service of food and/or alcoholic and malt beverages, if available.
- B. Licensees must provide the Town Clerk a revised Plan of Operations anytime a Licensee changes the Plan of Operation.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007.)

**6.20.015 Affidavit of Understanding. Repealed.**

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

**6.20.020 Notice publication--Protests. Repealed.**

**6.20.030 Term - Exception. Repealed.**

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1076 § 1, 2014; Ord. 853 § 4, 2007; Ord. 90 § 6, 1965.)

**Chapter 6.30**  
**ANNUAL LICENSES AND PERMITS**

**Sections:**

**6.30.010 Retail Liquor Licenses.**

**6.30.020 Restaurant Liquor Licenses.**

**6.30.030 Bar & Grill Liquor Licenses.** (Repealed Ord. x, 2019)

**6.30.040 Microbrewery Permits, Authorization, and Application.** (Repealed Ord. x, 2019)

**6.30.050 Satellite Winery Permits, Application.** (Repealed Ord. x, 2019)

**6.30.060 Satellite Manufacturer's Permits, Authorization, and Application.** (Repealed Ord. x, 2019)

**6.30.010        Retail Liquor Licenses.**

Establishments holding a Retail Liquor License that operate primarily for sales for off-premise consumption (i.e. a grocery store) shall maintain a separate area for alcoholic or malt beverages that shall restrict entry to persons over the age of twenty-one (21) years of age.

**6.30.020        Restaurant Liquor Licenses.**

A Restaurant Liquor Licensee shall not promote the restaurant as a bar or lounge, nor shall the Licensee compete with a Retail Liquor Licensee in activities other than dining functions.

A. A Restaurant Liquor License does not allow:

1. Providing liquor service at dances, receptions, or other social gatherings.
2. Advertising as a bar or saloon in publications or signage.
3. Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.
4. Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a "happy hour," unless the special price or promotion includes a qualifying restaurant meal.
5. Selling alcoholic or malt beverages to customers seated at a bar or counter unless they have been given a printed food menu.
6. Collecting a "cover charge" that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a qualifying restaurant meal.

(Ord. x § 1, 2019; Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995; Ord. 388 § 1, 1989; Ord. 90A § 2, 1973; Ord. 90 § 3, 1965.)

**6.30.030        Bar & Grill Liquor Licenses.** Repealed.

**6.30.040        Microbrewery Permits, Authorization and Application.** Repealed.

**6.30.050        Satellite Winery Permits, Application.** Repealed.

**6.30.060        Satellite Manufacturer's Permits, Authorization and Application.** Repealed.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1069 § 1, 2014; Ord. 853 § 5, 2007; Ord. 828 § 1, 2006; Ord. 723 § 1, 2003; Ord. 456 § 1, 1993.)

**Chapter 6.40**  
**RESTRICTIONS UPON LICENSE AND PERMIT HOLDERS**

**Sections:**

- 6.40.010 License: Transfer, Renewal.** (Repealed Ord. x, 2019)
- 6.40.020 License: Contents, Signing, Attestation, and Display.** (Repealed Ord. x, 2019)
- 6.40.030 Hours of Sale: Unlawful Acts Designated.**
- 6.40.040 Place of Sale: Location, Regulation, and Restrictions.**
- 6.40.045 Off-Premises Open Container Sales.**
- 6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**
- 6.40.055 Alcohol Server Staff Training Required.**
- 6.40.060 Minor, Habitual, and Common Drunkards and Incompetent: Restrictions.**

**6.40.010 License: Transfer, Renewal.** Repealed.

**6.40.020 License: Contents, Signing, Attestation, and Display.** Repealed.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord.960 § 1, 2010; Ord. 853 § 6, 2007; Ord. 90 §6 §12, 1965.)

**6.40.030 Hours of Sale: Unlawful Acts Designated.**

- A. All persons licensed under this Title shall close the dispensing room and cease the sale of both alcoholic and malt liquors promptly at the hour of two (2) a.m. each day and keep the same closed until six (6) a.m. the same day.
- B. The Town Council may designate the dates during any city or county fairs, rodeos, pageants, jubilees or similar public gatherings when all Licensees may operate without restriction as to closing hours. Such unrestricted operation shall not exceed a total of four (4) full days in any one (1) calendar year.
- C. It is unlawful for any owner, manager or employee of any business licensed under this Title, except clubs holding a Limited Retail License, to allow anyone other than an employee of the licensed business or organization to be or remain in the licensed room, or building, from and after thirty minutes (30) after the time designated by statute or ordinance for closing of the dispensing room and ceasing the sale of both alcoholic and malt liquors; provided, that in cases of food service operations for which an additional dispensing room license has been obtained pursuant to this Title, the food service facilities may remain open to the public, but it shall be unlawful to allow the consumption of alcoholic beverages therein from and after thirty (30) minutes after the time established by statute or ordinance for the closing of the dispensing room and the ceasing of sale of alcoholic and malt liquors.
- D. It is unlawful for any Licensee or servant, agent, or employee thereof to permit any person under the age of twenty-one (21) years to enter or remain in a licensed building, or an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless subject to an exemption under W.S. § 12-6-101 *et. seq.*, as amended.

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

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

#### **6.40.045 Off-Premises Open Container Sales.**

- A. Retail Liquor and Microbrewery Licensees selling alcoholic beverages that are not in the original package or are in reused original packages for off-premise consumption (sloshies, growlers and the like), shall seal the container in a fashion so that it is obvious when the seal is broken, and so that it is not possible to consume any of the beverage as long as the seal is in place.

The Licensee shall use any of the following approved methods to seal the container, or in a manner previously approved in writing by the Chief of Police, or designee:

1. A shrinkable band, or shrinkable film, covering the lid and neck of the container; or
2. A “milk” jug or glass jug with a Tamper Evident Seal; or
3. An aluminum can sealed by a seaming machine; or
4. A solid length of a Tamper Evident Seal that is placed over the lid, covering any opening(s) in the lid, and down at least two sides of the container.
  - a. Tamper Evident Seal is defined as a distinct tape or sealing device designed to provide visible evidence if the opening of a container has been interfered with.

- B. Every Licensee selling alcoholic beverages as identified in subsection A above shall post a sign visible to patrons stating “State Law Prohibits Open Alcoholic Containers in Motor Vehicles W.S. § 31-5-235.”

#### **6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**

- A. No alcoholic or malt beverage shall be consumed or carried by any person in open containers of any type on any street, sidewalk or curb or any other public property whatsoever within the Town of Jackson, except in Town of Jackson parks maintained by Jackson/Teton County Parks & Recreation, athletic fields, and the rodeo grounds.
- B. No alcoholic or malt beverages shall be consumed or carried by any person in open containers of any type within:
1. The grandstands, or adjacent to, or on any baseball field during any game sanctioned by Little League Baseball Incorporated; or
  2. The Town Square which is bounded by East Broadway Street, North Cache Street, East Deloney Street, and North Center Street.

#### **6.40.055 Alcohol Server Staff Training Required.**

- A. Alcohol Server Staff as defined in § 6.10.010, shall successfully complete an alcohol server education course compliant with W.S. § 12-2-402, as amended, within forty-five (45) days of their date of hire, or the effective date of this rule, whichever is later.
- B. The alcohol server education course must be one of the courses approved by the Wyoming Liquor Division and Jackson Police Department. The Alcohol Server Training Certification shall be valid for three (3) years and recertification must occur prior to expiration. Each Alcohol Server Staff's certificate must be on file with their employer.
- C. Every Licensee shall maintain a training record for their Alcohol Server Staff. The record shall include their date of hire and proof of current Alcohol Server Training Certification as required by this Section. Training records for current Alcohol Server Staff will be made available for inspection by law enforcement officers or officials of the Town of Jackson at any time that the licensed establishment is open, or by appointment.
- D. The Licensee and/or manager of the establishment may be cited for a violation of this Section and the citation may be in addition to other penalties set forth in Title 12 of Wyoming State Statutes or the Jackson Municipal Code.

#### **6.40.060 Overserving of Alcoholic Beverages, Minors: Restrictions.**

- A. It is a violation of the liquor license issued under this Title for a licensee and/or any agent or employee thereof, to sell, furnish, give, or deliver, or cause to be sold, furnished, given, or delivered alcoholic or malt beverages to any excessively intoxicated person. This violation is in addition to and not in lieu of any other criminal penalties under the Jackson Municipal Code and Wyoming State Statutes that may accrue for unlawful alcohol service.

For purposes of this section, "excessively intoxicated" means intoxicated to the extent that a person's mental and/or physical faculties are severely impaired; the impairment(s) would be obvious to a reasonable person, and the impairment is shown by any or all of the following: severe uncoordinated physical action, or severe diminished mental capacity, or severe physical or mental dysfunction.

- B. Under Section 9.64.020, as amended, of the Jackson Municipal Code it is unlawful for any person under the age of twenty-one (21) years to have any alcoholic or malt beverage in their possession or to be under the influence of any intoxicating liquor or malt beverage, within the Town of Jackson, unless an exemption stated under W.S. § 12-6-101, as amended, is applicable, which includes possession by a person under the age of twenty-one (21) years making the delivery of such alcoholic beverage pursuant to their employment.
- C. It is unlawful for any person under the age of twenty-one (21) years to be in, or attempt to be in, or remain in any place where intoxicating or malt liquors are sold or dispensed, or for any person to falsify any identification or use any false identification in order to be or remain in such place of business or to obtain intoxicating liquor or malt beverages unless an exemption stated under W.S. § 12-6-101, as amended, is applicable.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 1063 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 544 § 1, 1996; Ord 516 § 1, 1995; Ord. 375 § 1, 1988; Ord. 227 § 1-2, 1977; Ord. 172 § 1, 1974; Ord. 90A § 1, § 3, 1973; Ord. 90 § 8, § 9, § 13, 1965.)



**Chapter 6.50**  
**SPECIAL TWENTY-FOUR (24) HOUR PERMITS**

**Sections:**

**6.50.010 Catering Permits.**

**6.50.020 Malt Beverage Permits.** (Repealed Ord. x, 2019)

**6.50.010       Catering Permits.**

It is the duty and obligation of the Resort or Retail Liquor Licensee under which the Catering Permittee is acting to ensure compliance with all State and Town alcohol laws and regulations. Any violations thereof shall be attributed to the Resort or Retail Liquor Licensee.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002.)

**6.50.020       Malt Beverage Permits.** Repealed.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 2, 2010; Ord. 853 § 7, 2007; Ord. 697 § 1, 2002; Ord. 90 § 4, 1965.)

**Chapter 6.60**  
**NONRENEWAL, SUSPENSION, AND REVOCATION**  
**OF LICENSES AND PERMITS**

**Sections:**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

**6.60.020 Grounds for Suspension and/or Revocation.**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

- A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code.
- B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:
  - 1. Failure of the Licensee to comply with any provision of state liquor law or this Title;
  - 2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;
  - 3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;
  - 4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;
  - 5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyoming Statute § 12-6-103, as amended..
  - 6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

**6.60.020 Grounds for Suspension and/or Revocation.**

- A. The following actions, whether one (1) or more, shall be a basis for the Town Council to suspend a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with W.S. § 12-7-201, as amended.
  - 1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twelve (12) month period. The suspension will be carried out within the current liquor license year and be for ten (10) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.
  - 2. Failure by a Licensee, or an agent or employee thereof, of five (5) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twenty-four (24) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

3. A pattern of failing to report incidents of excessive drinking and/or disorderly conduct on the licensed premises. The suspension will be carried out within the current liquor license year and be for five (5) consecutive calendar days, and/or the Town Council may initiate revocation proceedings. A “pattern” for purposes of this section is defined as three (3) or more accounts of failing to report incidents in any twelve (12) month period.
  4. Making materially false statements on or the submission of materially false documents within the State of Wyoming liquor license application and/or the Town of Jackson liquor license application packet. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.
  5. Three (3) or more substantiated violations of any the provisions of Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code or a combination of the two in any twelve (12) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.
- B. In the event a suspension occurs:
1. The Town Clerk shall send a suspension notice to the Licensee by electronic-mail (delivery receipt) and certified postal mail to the address on file, with copy to the Wyoming Liquor Division and Chief of Police.
  2. The Licensee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or designee. The method of securing this inventory shall be approved at least 72-hours before the suspension begins, when a suspension is set to begin on a certain date in the future.
  3. The Town Clerk shall post one (1) suspension notice at the licensed premises on or about the first day of the suspension period. The sale, offering to sell, distribution, or traffic of alcoholic liquor or malt beverages is unlawful during the suspension.
- (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

## **Chapter 6.70**

### **VIOLATIONS**

#### **Sections:**

**6.70.010 Violations.** (Repealed. Ord. x, 2019)

**6.70.010 Violations.** Repealed.  
(Ord. x § 1, 2019; Ord. 853 § 9, 2007.)

**Chapter 6.90**  
**PENALTY FOR VIOLATIONS**

**Sections:**

**6.90.010 General Penalty for Violations.**

**6.90.020 Compliance Check Failures.**

**6.90.010 General Penalty for Violations**

- A. Any person who violates any provisions of this Title for which violation no specific penalty is provided is guilty of a misdemeanor and upon conviction thereof shall be punished according to Section 1.12.010 of this code.
- B. The provisions of this Title are cumulative and shall not be construed as preventing the Town of Jackson or the Wyoming Liquor Division from suspending or revoking a liquor license and/or filing criminal charges in any case authorized by law.

**6.90.020 Compliance Check Failures.**

- A. On the first compliance check failure, the inhouse manager and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within thirty (30) days of the failed check.
  - 1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.
- B. On the second consecutive compliance check failure, or a second compliance check failure within a twelve (12) month period, a member of the Licensee, or an officer or director thereof who is listed on the liquor license application and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within forty-five (45) days of the failed check.
  - 1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.

(Ord. x § 1, 2019; Ord. 853 § 10, 2007; Ord. 90 § 14, 1965.)

**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 8 of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

## ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS TO REMOVE CODE WHICH DUPLICATES WYOMING STATUTE TITLE 12, TO UPDATE CODE WITH WYOMING STATUTE TITLE 12 CHANGES EFFECTIVE JULY 1, 2019, TO ADD REGULATIONS FOR OFF-PREMISES OPEN CONTAINER SALES, REQUIRE TRAINING FOR ALCOHOL SERVER STAFF, AND UPDATE CODE RELATING TO SUSPENSION AND PENALTIES FOR VIOLATIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

### SECTION I.

Sections 6.10 through 6.90 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to remove code which duplicates Wyoming Statute Title 12, to update code with Wyoming Statute Title 12 changes effective July 1, 2019, to add regulations for off-premises open container sales, require training for alcohol server staff, and update code relating to suspension and penalties for violations, to read as follows:

### Chapter 6.10 DEFINITIONS

#### Sections:

##### 6.10.010 Definitions.

##### 6.10.010 Definitions.

As used in this Title. ~~In the interpretation of this chapter, unless the context indicates a different meaning:~~

~~A. "Alcoholic beverage permit" means the authority under which the sale of alcoholic beverages is authorized as to hospitals, religious organizations, physicians, and dentists.~~

~~B. "Alcoholic liquor" means any spirituous and/or fermented fluid intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume, including alcohol, brandy, whiskey, rum, gin, and wine, liquids and compounds.~~

- C. ~~"Club" means a fraternal organization, not including college fraternities, labor unions, or associations organized for commercial purposes or profit, which is a member of, and holds a charter from, a national organization, and which owns or leases a building or space in a building for the use and accommodation of its members and guests.~~
- D. ~~"Drugstore" means a suitable space in a building kept, used, maintained, advertised, and held out to the public to be a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.~~
- A. **Alcohol Server Staff** means all persons employed at any business operating under a liquor license engaged in the selling or serving of alcoholic liquor and/or malt beverages, or the managers thereof.
- E.B. **"Hotel"** means a building kept, used, maintained, advertised, and/or held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so equipped and serviced that the Town Council shall be satisfied that the chief source of revenue to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.
- F. ~~"Intoxicating liquor," "alcoholic liquor," "alcoholic beverage," and "spirituous liquor" shall be construed as synonymous in meaning and definition.~~
- G. ~~"Licensed Building" means the physical licensed building for which the license is issued and as approved by the licensing authority; which may include an immediately adjacent fenced or enclosed area as approved by the licensing authority. This term does not apply to restaurant liquor licenses.~~
- H. ~~"Licensing Authority" means the governing body of an incorporated city, town, or county in Wyoming with the responsibility to issue, control, and administer a particular license.~~
- I. ~~"Limited retail liquor license" means the authority under which clubs as defined in this section shall be permitted to sell alcoholic and/or malt beverages.~~
- J. ~~"Malt beverage" means any fluid of any name or description manufactured from malt, wholly or in part, or from any substitute therefore, containing more than one percent of alcohol by volume.~~
- K. ~~"Malt beverage permit" means the authority under which the sale of malt beverages is authorized for specifically limited periods or as hereinafter otherwise provided.~~
- L. ~~"Original package" means any bottle, flask, jug, cask, barrel, hogshead, or other receptacle or container used, which is corked or capped, and sealed or labeled by the manufacturer of alcoholic beverages, containing any alcoholic beverage.~~
- C. **Licensee** means a person holding any permit or license in accordance with this Title or Title 12 of the Wyoming State Statutes, as amended.
- M. ~~"Person" includes an individual person, partnership, corporation, limited liability company or any other or association or entity, public or private.~~
- N.D. **"Restaurant"** means space in a building maintained, advertised, and/or held out to the public as a place where individually-priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen, and the number and kinds of employees necessary for the preparing,



cooking, and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant.

1. **"Full-service restaurant"** means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.
2. Food menu shall contain a minimum of five (5) qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
3. Kitchen shall be an area with cooking appliances required to prepare plated meals.
4. Dispensing Room means an enclosed and partitioned space within a restaurant large enough for a person to enter, but not a cabinet. Wall partitions may contain cut-out windows and doorways, but partitions shall extend from floor to ceiling.

~~Q. "Retailer" means a person who sells or offers for sale any alcoholic or malt beverage for use or consumption and not for resale.~~

~~P. "Retail liquor license" means the authority under which a retailer shall be permitted to sell alcoholic and/or malt beverages for use or consumption but not for resale.~~

~~Q. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering for value, exchange for goods, or in any way other than purely gratuitously. Any delivery of any alcoholic and/or malt beverage made otherwise than by gift shall constitute a sale.~~

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965.)

**Chapter 6.20**  
**APPLICATION FOR LICENSES AND PERMITS**

**Sections:**

**6.20.003 State Laws Applicable.**

**6.20.006 Application Form and Fees.**

**6.20.010 Affidavit and of Authorization and Understanding.**

**6.20.012 Plan of Operations.**

**6.20.015 Affidavit of Understanding.** (Repealed. Ord.1185 § 1, 2017)

**6.20.020 Notice publication--Protests.** (Repealed. Ord. x § 1, 2019)

**6.30.030 Term - Exception.** (Repealed. Ord. x § 1, 2019)

**6.20.003 State Laws Applicable.**

All licenses issued pursuant to this Title, and all use, possession, sales, and purchases of alcoholic beverages shall be subject to all requirements, regulations, and limitations prescribed by W.S. 12-1-101, *et seq.*, as amended, and are adopted by reference, except as is otherwise expressly set forth in this Title. If this Title is silent, then state statute is applicable. If there is a conflict between the state statute and this Title, then the stricter will apply.

**6.20.006 Application Form and Fees.**

- A. A person desiring any liquor license under this Title shall apply to the Town Clerk on forms prepared by the Attorney General of the State of Wyoming, as and in accordance with the statute of the State of Wyoming.
- B. The Town, upon application, state certification, and public hearing, may issue a liquor license or permit pursuant to this Title and Title 12 of the Wyoming State Statutes, as amended.
- C. The fee paid annually for each license is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No application will be processed, nor any licenses issued, until payment in full has been made.
  - 1. Retail Liquor License: \$1,500.00
  - 2. Limited Retail (Club) Liquor License: \$500.00
  - 3. Resort Liquor License: \$3,000.00
  - 4. Restaurant Liquor License: \$1,500.00
  - 5. Bar and Grill Liquor License: \$1,500.00
  - 6. Microbrewery Permit: \$500.00
  - 7. Winery Permit: \$500.00
  - 8. Satellite Winery Permit: \$100.00
- D. The fee to be paid for each twenty-four (24) hour permit is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No permit will be issued until payment in full has been made.

1. Catering Permit: \$20.00
2. Malt Beverage Permit: \$50.00
3. Manufacturer's Off-Premises Permit: \$50.00

#### **6.20.010 Affidavit of Authorization and Understanding.**

- A. All persons filing applications for new licenses and permits, renewals for the same, or for transfer of ownership or location, unless otherwise noted in this Title, shall submit a signed Affidavit of Authorization and Understanding form as provided by the Town Clerk, ~~which includes the applicant's full legal name, signature, social security number, driver's license number, and date of birth to assist with application processing by the Town Clerk and Chief of Police.~~ By signing the form all persons filing applications ~~shall~~ agree to a background check, ~~including criminal information,~~ conducted by the Chief of Police or designee, ~~and that~~
- B. ~~T~~he applicant understands that it shall be the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town or County department or elected bodies.
- C. Each application submitted is affirmed as being true and correct to the best of the applicant's knowledge. The applicant understands that information provided in the application packet may be investigated for accuracy.
- A.D. Procedures for reviewing applications will be established by the Town Clerk, Chief of Police and Risk Manager.

#### **6.20.012 Plan of Operations.**

- A. All new and transfer applicants must include a written Plan of Operations, which at a minimum sets forth:
1. The nature of the business and how the premises will be operated.
  2. The type(s) of alcoholic beverages available to customers.
  3. The process for ordering and serving alcoholic and malt beverages to customers.
  4. The location of the Dispensing Room for restaurants.
  5. The plan for outdoor service of food and/or alcoholic and malt beverages, if available.
- B. Licensees must provide the Town Clerk a revised Plan of Operations anytime a Licensee changes the Plan of Operation.
- (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007.)

#### **6.20.015 Affidavit of Understanding. Repealed.**

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

#### **6.20.020 Notice publication--Protests. Repealed.**

~~When an application has been filed in the office of the Town Clerk, it shall be the duty of such Town Clerk to promptly publish, post on the official website of the town and display conspicuously on the premises in which the applicant desires to use as the place of sale a notice pursuant to Section § 12-4-104 of the Wyoming State Statutes which may be amended from time to time that such applicant has made application for a license and that protests against the issuance of~~

~~a license to the applicant will be heard at a time stated in the notice, which shall be at a special or a regular meeting of the Town Council, and all such licenses shall be issued in accordance with the requirements of the statutes of the state of Wyoming, and all such licenses, when issued, shall be made and executed in accordance with the laws of the state and Town of Jackson. Each applicant shall pay an amount sufficient to cover the costs of publishing the notice, as determined by the Town Clerk.~~

**6.20.030      Term - Exception. Repealed.**

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

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

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1076 § 1, 2014; Ord. 853 § 4, 2007; Ord. 90 § 6, 1965.)~~

## Chapter 6.30 ANNUAL LICENSES AND PERMITS

### Sections:

**6.30.010 Retail ~~or Limited Retail (Club)~~ Liquor Licenses.**

**6.30.020 ~~Resort or~~ Restaurant Liquor Licenses.**

**6.30.030 Bar & Grill Liquor Licenses. (Repealed Ord. x, 2019)**

**6.30.040 Microbrewery Permits, Authorization, and Application. (Repealed Ord. x, 2019)**

**6.30.050 Satellite Winery Permits, Application. (Repealed Ord. x, 2019)**

**6.30.060 Satellite Manufacturer's Permits, Authorization, and Application. (Repealed Ord. x, 2019)**

### **6.30.010      Retail ~~or Limited Retail (Club)~~ Liquor Licenses.**

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

Establishments holding a Retail Liquor License that operate primarily for sales for off-premise consumption (i.e. a grocery store) shall maintain a separate area for alcoholic or malt beverages that shall restrict entry to persons over the age of twenty-one (21) years of age.

#### ~~A.    Events for persons under 21~~

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

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

#### ~~B.    Drive in liquor stores.~~

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

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

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

~~It shall be the duty of the members of the Town Council and the agents and officers of the Town of Jackson to determine whether traffic conditions or the difficulty of checking sales and delivery or violations of safeguards should require a decision for bidding or restricting sales and delivery in any drive-in area, and if by resolution the right to use such drive-in areas is forbidden or restricted that resolution shall be complied with by the licensee.~~

~~C. Sales by drugstores.~~

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

**6.30.020      ~~Resort or~~ Restaurant Liquor Licenses.**

- ~~A. Any person desiring a resort or restaurant liquor license under this title, as such licenses may be available from time to time pursuant to the applicable statutes of the state, shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state, as and in accordance with the said statutes of the state in such case made and provided and not otherwise. The fee for a resort or restaurant license shall be fifteen hundred dollars (\$1,500.00), which amount may be amended from time to time by resolution of the Town Council, provided that in no case shall the sum be less than or greater than the amount authorized by applicable statutes of the state. All such fees shall be payable in full in advance and no such license shall be issued to the applicant until payment in full has been made. The term of an initial issue license may be prorated and the fee therefore prorated so that the license shall expire on March 31st of each year.~~
- ~~B. All applications for restaurant licenses shall be accompanied by a plan of operations setting forth in detail the areas proposed for service of alcoholic and malt beverages, plans for service of alcoholic and malt beverages and dispensing rooms.~~

~~A~~No Restaurant Liquor Licensee shall not promote the restaurant as a bar or lounge, nor shall the Licensee compete with a Retail Liquor Licensee in activities other than dining functions.

- A. A Restaurant Liquor License does not allow:
1. Providing liquor service at dances, receptions, or other social gatherings.

2. Advertising as a bar or saloon in publications or signage.
3. Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.
4. Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a “happy hour,” unless the special price or promotion includes a qualifying restaurant meal.
5. Selling alcoholic or malt beverages to customers seated at a bar or counter unless they have been given a printed food menu.
6. Collecting a “cover charge” that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a qualifying restaurant meal.

(~~Ord. x § 1, 2019;~~ Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995; Ord. 388 § 1, 1989; Ord. 90A § 2, 1973; Ord. 90 § 3, 1965.)

~~B. All sales of alcoholic and malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease.~~

#### **6.30.030 Bar & Grill Liquor Licenses. Repealed.**

~~A. The Town, upon application and after public hearing, may authorize the issuance of a Bar and Grill License to a restaurant pursuant to Section § 12-4-413(a) of Wyoming Statutes.~~

~~B. Any person desiring a Bar and Grill Liquor License shall file with the Town Clerk an application with the required supporting documentation and payment of the applicable fee. The fee for a Bar and Grill License shall be fifteen hundred dollars (\$1,500.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the State of Wyoming.~~

~~C. A Bar and Grill Liquor License shall not be sold, transferred or assigned by the holder.~~

~~D. Bar and Grill licensees shall not sell alcoholic or malt beverages for off-premises consumption.~~

~~E. Any Bar and Grill Liquor License issued shall be subject to the terms and conditions of Section § 12-4-413 of Wyoming Statutes, including § 12-4-408 and 12-4-410(c) as applicable to restaurant liquor licenses, and all other applicable state and local statutes and ordinances governing local licenses.~~

#### **6.30.040 Microbrewery Permits, Authorization and Application. Repealed.**

~~Any person desiring a permit for the operation of a micro-brewery defined as a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifty (50,000) thousand barrels per year and not less than fifty (50) barrels per year in accordance with the requirements of Section § 12-4-412 of Wyoming Statutes, shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state as and in accordance with the~~

~~applicable statutes of the state of Wyoming in such case made and provided and not otherwise. The amount of the fee to be paid for such micro-brewery permit shall be five hundred dollars (\$500.00) and the said amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be less than or greater than the amount authorized by applicable statutes of the state of Wyoming. All such fees shall be payable in full, in advance, and no such license shall issue to the applicant until payment in full has been made. The term of an initial issue license may be prorated and the fee therefore prorated so that the license shall expire on March 31st of each year.~~

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

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

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

#### **6.30.050      Satellite Winery Permits, Application. Repealed.**

~~A.—The Town, upon application and after public hearing, may authorize the issuance of a satellite winery permit to a holder of a winery permit pursuant to Section § 12-4-412(d) of Wyoming Statutes as such section may be amended from time to time. A satellite winery permit allows a permittee to sell its manufactured wine at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site.~~

~~B.—Any person desiring a satellite winery permit shall file with the Town Clerk and application with the required supporting documentation and payment of the applicable fee. The fee for a satellite winery permit shall be one hundred dollars (\$100.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the state of Wyoming.~~

~~C.—Any satellite winery permit issued shall be subject to the terms and conditions of Section § 12-4-412 of Wyoming Statutes and all other applicable state and local statutes and ordinances governing local licenses.~~

#### **6.30.060      Satellite Manufacturer's Permits, Authorization and Application. Repealed.**

~~A.—Pursuant to Section § 12-2-203(g) of Wyoming State Statutes as such section may be amended from time to time, the Town, upon application and after public hearing, may authorize the~~



issuance of one (1) satellite manufacturer's permit to the holder of a Wyoming Liquor Division manufacturer's license and who is a federally licensed distiller or rectifier.

~~B. Any person desiring a satellite manufacturer's permit shall file with the Town Clerk an application with the required supporting documentation and payment of the applicable fee. The fee for a satellite manufacturer's permit shall be one hundred dollars (\$100.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the State of Wyoming.~~

~~C. Any satellite manufacturer's permit issued shall be subject to the terms and conditions of Section § 12-2-203 of Wyoming State Statutes and all other applicable state and local statutes and ordinances governing local liquor licenses.~~

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1069 § 1, 2014; Ord. 853 § 5, 2007; Ord. 828 § 1, 2006; Ord. 723 § 1, 2003; Ord. 456 § 1, 1993.)

## Chapter 6.40 RESTRICTIONS UPON LICENSE AND PERMIT HOLDERS

### Sections:

**6.40.010 License: Transfer, Renewal.** (Repealed Ord. x, 2019)

**6.40.020 License: Contents, Signing, Attestation, and Display.** (Repealed Ord. x, 2019)

**6.40.030 Hours of Sale: Unlawful Acts Designated.**

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

**6.40.045 Off-Premises Open Container Sales.**

**6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**

**6.40.055 Alcohol Server Staff Training Required.**

**6.40.060 Minor, Habitual, and Common Drunkards and Incompetent: Restrictions.**

**6.40.010 License: Transfer, Renewal.** Repealed.

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

~~There shall be no refund of all or any part of any license fee. The fee for the transfer of a liquor license or permit shall be one hundred dollars (\$100.00).~~

**6.40.020 License: Contents, Signing, Attestation, and Display.** Repealed.

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

- ~~A. The name of the licensee;~~
- ~~B. A description of the place in which alcohol and/or malt beverages may be sold;~~
- ~~C. The date of issuance;~~
- ~~D. The amount of the fee and that the same has been paid;~~
- ~~E. Each licensee shall display the license in a conspicuous place in the licensed room.~~

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 960 § 1, 2010; Ord. 853 § 6, 2007; Ord. 90 § 6 §12, 1965.)

**6.40.030 Hours of Sale: Unlawful Acts Designated.**

- A. All persons licensed under this Title ~~except clubs holding a limited retail license~~ shall close the dispensing room and cease the sale of both alcoholic and malt liquors promptly at the hour of two (2) a.m. each day and keep the same closed until six (6) a.m. the same day.

- B. The Town Council may ~~meet in January of each year to~~ designate the dates during any city or county fairs, rodeos, pageants, jubilees or similar public gatherings when all Licensees may operate without restriction as to closing hours. Such unrestricted operation shall not exceed a total of four (4) full days in any one (1) calendar year.
- C.B. It is unlawful for any owner, manager or employee of any business licensed under this Title, except clubs holding a Limited Retail License, to allow anyone other than an employee of the licensed business or organization to be or remain in the licensed room, or building, from and after thirty minutes (30) after the time designated by statute or ordinance for closing of the dispensing room and ceasing the sale of both alcoholic and malt liquors; provided, that in cases of food service operations for which an additional dispensing room license has been obtained pursuant to this Title, the food service facilities may remain open to the public, but it shall be unlawful to allow the consumption of alcoholic beverages therein from and after thirty (30) minutes after the time established by statute or ordinance for the closing of the dispensing room and the ceasing of sale of alcoholic and malt liquors.
- D. It is unlawful for any Licensee or servant, agent, or employee thereof to permit any person under the age of twenty-one (21) years to enter or remain in a licensed building, or an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless subject to an exemption under W.S. § 12-6-101 et. seq., as amended.

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

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

#### **6.40.045 Off-Premises Open Container Sales.**

- A. Retail Liquor and Microbrewery Licensees selling alcoholic beverages that are not in the original package or are in reused original packages for off-premise consumption (sloshies, growlers and the like), shall seal the container in a fashion so that it is obvious when the seal is broken, and so that it is not possible to consume any of the beverage as long as the seal is in place.

The Licensee shall use any of the following approved methods to seal the container, or in a manner previously approved in writing by the Chief of Police, or designee:

1. A shrinkable band, or shrinkable film, covering the lid and neck of the container; or
2. A “milk” jug or glass jug with a Tamper Evident Seal; or
3. An aluminum can sealed by a seaming machine; or
4. A solid length of a Tamper Evident Seal that is placed over the lid, covering any opening(s) in the lid, and down at least two sides of the container.

- a. Tamper Evident Seal is defined as a distinct tape or sealing device designed to provide visible evidence if the opening of a container has been interfered with.
- B. Every Licensee selling alcoholic beverages as identified in subsection A above shall post a sign visible to patrons stating “State Law Prohibits Open Alcoholic Containers in Motor Vehicles W.S. § 31-5-235.”

#### **6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**

- A. No alcoholic or malt beverage shall be consumed or carried by any person in open containers of any type on any street, sidewalk or curb or any other public property whatsoever within the Town of Jackson, except in ~~dedicated~~ Town of Jackson parks maintained by Jackson/Teton County Parks & Recreation, athletic fields, and the rodeo grounds.
- B. No alcoholic or malt beverages shall be consumed or carried by any person in open containers of any type within:
  - 1. The grandstands, or adjacent to, or on any baseball field during any game sanctioned by Little League Baseball Incorporated; or
  - 2. The Town Square which is bounded by East Broadway Street, North Cache Street, East Deloney Street, and North Center Street.

#### **6.40.055 Alcohol Server Staff Training Required.**

- A. Alcohol Server Staff as defined in § 6.10.010, shall successfully complete an alcohol server education course compliant with W.S. § 12-2-402, as amended, within forty-five (45) days of their date of hire, or the effective date of this rule, whichever is later.
- B. The alcohol server education course must be one of the courses approved by the Wyoming Liquor Division and Jackson Police Department. The Alcohol Server Training Certification shall be valid for three (3) years and recertification must occur prior to expiration. Each Alcohol Server Staff’s certificate must be on file with their employer.
- C. Every Licensee shall maintain a training record for their Alcohol Server Staff. The record shall include their date of hire and proof of current Alcohol Server Training Certification as required by this Section. Training records for current Alcohol Server Staff will be made available for inspection by law enforcement officers or officials of the Town of Jackson at any time that the licensed establishment is open, or by appointment.
- D. The Licensee and/or manager of the establishment may be cited for a violation of this Section and the citation may be in addition to other penalties set forth in Title 12 of Wyoming State Statutes or the Jackson Municipal Code.

#### **6.40.060 Overserving of Alcoholic Beverages, Minors, Habitual and Common Drunkards and Incompetents: Restrictions.**

- ~~A. It is unlawful for any holder of a license or permit issued under the provisions of this title or the statutes of the State of Wyoming, or the servant or employee of such holder to sell, furnish, give or deliver or cause to be sold, furnished, given or delivered alcoholic or malt beverages~~

~~to any habitual or common drunkard or to any disorderly or obviously intoxicated person; or for any person, firm or corporation or its agents, to sell alcoholic or malt beverages to any habitual or common drunkard or any incompetent person. In the case of habitual or common drunkards the licensee must be notified in writing, by the Chief of Police or his/her designee of such habitual or common drunkenness.~~ A. It is a violation of the liquor license issued under this Title for a licensee and/or any agent or employee thereof, to sell, furnish, give, or deliver, or cause to be sold, furnished, given, or delivered alcoholic or malt beverages to any excessively intoxicated person. This violation is in addition to and not in lieu of any other criminal penalties under the Jackson Municipal Code and Wyoming State Statutes that may accrue for unlawful alcohol service.

For purposes of this section, “~~obviously~~ excessively intoxicated” means intoxicated ~~inebriated~~ to the extent that a person’s mental and/or physical faculties are severely ~~substantially~~ impaired; ~~and the impairment(s) would be obvious to a reasonable person, and the impairment~~ is shown by any or all of the following: significantly severe uncoordinated physical action, ~~or significant~~ severe diminished mental capacity, or severe physical or mental dysfunction ~~that would have been obvious to a reasonable person.~~

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

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

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

~~C. It is unlawful for any person to sell, furnish, give or cause to be sold, furnished or given any alcoholic or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient, or member of his own immediate family, unless otherwise excepted under W.S. 12-6-101(d) or (e), as amended.~~

~~B.D.~~ Under Section 9.64.020, as amended, of the Jackson Municipal Code it is unlawful for any person under the age of twenty-one (21) years to have any alcoholic or malt beverage in his ~~their~~ possession or to be under the influence of any intoxicating liquor or malt beverage, within the Town of Jackson, unless an exemption stated under W.S. § 12-6-101, as amended, is applicable, which includes possession by a person under the age of twenty-one (21) years making the delivery of such alcoholic beverage pursuant to his ~~their~~ employment.

~~C.E.~~ It is unlawful for any person under the age of twenty-one (21) years to be in, or attempt to be in, or remain in any place where intoxicating or malt liquors are sold or dispensed, or for any person to falsify any identification or use any false identification in order to be or remain in

such place of business or to obtain intoxicating liquor or malt beverages unless an exemption stated under W.S. § 12-6-101, as amended, is applicable.

| (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 1063 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 544 § 1, 1996; Ord 516 § 1, 1995; Ord. 375 § 1, 1988; Ord. 227 § 1-2, 1977; Ord. 172 § 1, 1974; Ord. 90A § 1, § 3, 1973; Ord. 90 § 8, § 9, § 13, 1965.)

## Chapter 6.50 SPECIAL TWENTY-FOUR (24) HOUR PERMITS

### Sections:

#### 6.50.010 Catering Permits.

#### 6.50.020 Malt Beverage Permits. (Repealed Ord. x, 2019)

#### 6.50.010 Catering Permits.

~~A. A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the Town to any person or organization holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners or at other similar gatherings not capable, or desirable to be held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit. Notwithstanding any other provision of this subsection, closed container items sold at auction for the benefit of a nonprofit organization may be taken off premises.~~

~~B. The permits authorized by this section shall be issued for one (1) twenty four (24) hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of thirty-six (36) catering permits for sales at the same premises in any one (1) year.~~

~~—(Ord. 1185 § 1, 2017; Ord. 1118, §1, 2016; Ord. 853 §7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002)~~

~~C. The catering permit shall be issued on application to the Town without public notice or hearing. An application for a catering permit shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located outside of the Town shall secure the written approval of the licensing authority of Teton County or other applicable jurisdiction, prior to filing an application for a permit.~~

~~D. The fee for the catering permit shall be twenty dollars (\$20.00) per each twenty four (24) hour period.~~

~~It is shall be the duty and obligation of the Resort or Retail Liquor Licensee under which the Catering Permittee is acting to ensure compliance with all State and Town alcohol laws and regulations. Any violations thereof shall be attributed to the Resort or Retail Liquor Licensee. permit holder to ensure that no sales are made to any person under the age of twenty one (21) years.~~

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002.)~~

#### 6.50.020 Malt Beverage Permits. Repealed.

~~A. A malt beverage permit may be issued to any responsible person or organization, qualified by W.S. 12-4-103 (a)(vii), for the sale of malt beverages only at a picnic, bazaar, fair, rodeo,~~

~~special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverages be sold or consumed off the premises authorized by the permit.~~

~~B. It shall be the duty and obligation of the permit holder to ensure that no sales are made to any person under the age of twenty-one (21) years.~~

~~C. The permits authorized by this section shall be issued for one (1) twenty four (24) hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sales at the same premises in any one (1) year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises.~~

~~D. The permit shall be issued by the Town Council without notice of application on forms prepared by the Town of Jackson. The fee for a malt beverage permit, shall be one hundred dollars (\$100.00) per twenty four (24) hour period.~~

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 2, 2010; Ord. 853 § 7, 2007; Ord. 697 § 1, 2002; Ord. 90 § 4, 1965.)~~



**Chapter 6.60**  
**NONRENEWAL, SUSPENSION, AND REVOCATION**  
**OF LICENSES AND PERMITS**

**Sections:**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

**6.60.020 Grounds for Suspension and/or Revocation.**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

- A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code. the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.
- ~~B.~~ ~~The holder of an expired annual license, or one due for expiration, has a preference right to a renewal of that license for the same location, but such preference exists only to the extent explicitly authorized under Wyoming Statutes § 12-4-104(c), as amended. No other preference rights are authorized or recognized by the Town. The preference right granted under this section shall expire thirty (30) days after the expiration date shown on the most recently issued license or permit.~~
- ~~C.B.~~ The following ~~actions~~, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:
1. Failure of the Licensee ~~holder~~ to comply with any provisions of state liquor law or this Title chapter;
  2. ~~Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;~~
  3. ~~2.~~ Failure of the Licensee ~~holder~~ to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;
  4. ~~3.~~ A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of illegal acts upon the Licensee's assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license Licensee holder knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;
  5. ~~Conviction of any nonprocedural violation of state or local liquor laws.~~
  6. ~~4.~~ Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors. The business shall have the ability to provide this educational information in any format they wish. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;
  7. Failure of Initial initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyoming Statute § 12-6-103, as amended. failures. Should a business fail

- ~~an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;~~
- ~~8. a. On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS (Training for Intervention Procedures) or RBST (Responsible Beverage Server Training approved by the Jackson Police Department or the Wyoming Liquor Division) training within thirty (30) days of failing the compliance check.~~
- ~~9.5. b. On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS/RBST (approved by Jackson Police Department or Wyoming Liquor Division) training within forty-five (45) days of failing the compliance check.~~
- ~~10.6. Failure to comply with the Plan of Operations set forth in the license application, or as amended, shall be grounds for non-renewal of the license by the Town Council.~~

#### **6.60.020 Grounds for Suspension and/or Revocation.**

- ~~A. Wyoming Statute § 12-7-103 authorizes the Town to suspend a liquor license or permit if the licensee has not paid sales taxes. The determination that a licensee has not paid sales taxes will be determined by the State Liquor Division, with the Wyoming Department of Revenue.~~
- ~~B. After receiving a certified order from the Liquor Division that a licensee or permittee owes sales taxes to the state, the Town Clerk will notify the licensee or permittee by certified mail if the Town intends to hold a hearing on whether the license or permit should be suspended.~~
- ~~C. The suspension hearing will be conducted under rules adopted by the Town. The Liquor Division's order of delinquency and all evidence presented at the Liquor Division's hearing will be admitted and considered prima facie evidence of licensee's or permittee's tax delinquency.~~
- ~~D. In the event a license or permit is suspended in accordance with this section, the holder of the license or permit may appeal the suspension in accordance with the provisions of Wyoming Statute § 12-7-103, as amended.~~
- ~~E. The suspension of the license or permit shall remain in effect until either the governing body lifts the suspension, a court of competent jurisdiction lifts the suspension, or the Town Clerk receives certified notice from the state that the sales tax liability has been satisfied.~~
- ~~F. When a liquor license holder has acted in violation of this chapter, the Town may take action pursuant to Wyoming Statute § 12-7-201, as amended, seeking suspension or revocation of the license or permit. Any revocation procedures of a license or permit will be in accordance with Wyoming Statute § 12-7-101 through § 12-7-201. Such action shall be in addition to any other penalties which may accrue to the license holder for violation of Chapter 6.70 of this title.~~

~~G.A.~~ The following actions, whether one (1) or more, shall be a basis for the Town Council to suspend a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with W.S. § 12-7-201, as amended.

~~H. In addition to the penalty provided by this code or state law, excessive drinking or disorderly conduct, or consecutive and cumulative compliance check failures as outlined below may be cause for the initiation of suspension and/or revocation procedures.~~

1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twelve (12) month period. The suspension will be carried out within the current liquor license year and be for ten (10) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

2. Failure by a Licensee, or an agent or employee thereof, of five (5) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twenty-four (24) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

~~1. If a business fails a third consecutive compliance check or a third compliance check in a twelve (12) month period, the business shall be subject to suspension for a minimum of one hundred twenty (120) days and shall be subject to revocation proceedings.~~

~~If a business fails five (5) compliance checks in a twenty four (24) month period, the business shall be subject to suspension for a minimum of one hundred fifty (150) days and shall be subject to revocation proceedings.~~

2.3.A pattern of failing to report incidents of excessive drinking and/or disorderly conduct on the licensed premises. The suspension will be carried out within the current liquor license year and be for five (5) consecutive calendar days, and/or the Town Council may initiate revocation proceedings. A “pattern” for purposes of this section is defined as three (3) or more accounts of failing to report incidents in any twelve (12) month period.

3. Making materially false statements on or the submission of materially false documents within the State of Wyoming liquor license application and/or the Town of Jackson liquor license application packet. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings. It is unlawful for any person to knowingly submit false information or false facts as true, on an application for any license or permit authorized by this chapter. Each application submitted shall be affirmed as being true and correct to the best of the applicant’s knowledge.

~~4. If, in the opinion of the Town Attorney, a licensee or permittee has violated subsection (A) above, the Town Attorney may request the governing body to take action pursuant to Wyoming Statute § 12-7-101, § 12-7-102 or § 12-7-201 to suspend or revoke the applicable license or permit.~~

5. Three (3) or more substantiated violations of any the provisions of Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code or a combination of the two in any twelve (12) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

~~I.B.~~ In the event a suspension occurs:

1. The Town Clerk shall send a suspension notice to the Licensee by electronic-mail (delivery receipt) and certified postal mail ~~one copy of each of the suspension notices to the last known address on file, of the license of permit holder and to the Director of~~ with copy to the Wyoming Liquor Division of the State of Wyoming; and Chief of Police.
  2. The Licensee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or designee. The method of securing this inventory shall be approved at least 72-hours before the suspension begins, when a suspension is set to begin on a certain date in the future.
  2. ~~The Town Clerk shall post one (1) copy of the suspension notice at on the licensed premises on or about the first day of the suspension period. or permitted premises;~~
  3. ~~Immediately upon the posting of the suspension notice, T~~the sale, offering to sell, distribution, or traffic of alcoholic liquor or malt beverages is unlawful during the suspension.; ~~and,~~
  4. ~~3. The licensee or permittee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or his/her designee.~~
- (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

## Chapter 6.70 VIOLATIONS

### Sections:

**6.70.010 Violations.** ~~(Repealed. Ord. x, 2019)~~

**6.70.010 Violations.** Repealed.

~~A. The governing body shall not issue a license or permit to any person or organization violating this title.~~

~~B. Excessive drinking of alcoholic liquor and malt beverages in any place licensed under this title shall not be permitted by the licensee.~~

~~(Ord. x § 1, 2019; Ord. 853 § 9, 2007.)~~

## Chapter 6.90 PENALTY FOR VIOLATIONS

### Sections:

#### **6.90.010 -General Penalty for Violations.**

#### **6.90.020 Compliance Check Failures.**

#### **6.90.010 General Penalty for Violations**

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

A.B. The provisions of this Title are cumulative and shall not be construed as preventing the Town of Jackson or the Wyoming Liquor Division from suspending or revoking a liquor license and/or filing criminal charges in any case authorized by law.

#### **6.90.020 Compliance Check Failures.**

A. On the first compliance check failure, the inhouse manager and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within thirty (30) days of the failed check.

1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.

B. On the second consecutive compliance check failure, or a second compliance check failure within a twelve (12) month period, a member of the Licensee, or an officer or director thereof who is listed on the liquor license application and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within forty-five (45) days of the failed check.

1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.

(Ord. x § 1, 2019; Ord. 853 § 10, 2007; Ord. 90 § 14, 1965.)

### **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 8 of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

## MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: November 4, 2019

RE: Town Manager's Report

### Police Officer Recruitment and Retention

In an effort to provide some stability in the Police Department and retain officers currently with the Department as well as recruit new candidates to join our law enforcement team at the Town of Jackson, we are proposing upgrades to our current signing bonus, temporary housing allowance, and also implementing an advancement program in the Department. We are proposing these changes mid fiscal year and they will result in the need for a budget amendment and that is why we are bringing it to you now.

*Signing Bonus.* Since January of 2018, when we were experiencing a very challenging period of recruitment, we have provided a \$3000 signing bonus to new hires that gave each officer \$1000 at their 1 year, 2 year, and 3 year anniversary dates. The signing bonus does not affect an employee's base wage and so is not compounded on any wage increases provided each fiscal year. We have received positive feedback on this bonus program but we want to also extend it out in an effort to retain new hires for at least 5 years. Staff's proposal is to change this to a \$15,000 bonus program that is paid out over 5 years with \$1000 upon completion of year 1, \$2000 upon completion of year 2, \$3000 upon completion of year 3, \$4000 upon completion of year 4, and \$5000 upon completion of year 5. These bonuses could assist employees with a downpayment for housing through the housing programs. These bonuses are treated as income and are taxed accordingly.

*Temporary Housing Allowance.* Since January of 2018 we have provided 1 year of temporary housing assistance in order to house employees closer to the Town of Jackson for response time, no commute, and provide some relief from the extremely challenging housing market in Jackson. If a new Police Officer rents from the Town of Jackson, we provide ½ off that rent for 1 year. If they choose rental housing other than Town owned rental housing within Teton County but not over Teton Pass, we provide a \$500/mo temporary housing allowance. We have received very positive feedback on this program and we would like to extend it to 2 years. Subsidized rent is treated as a taxable benefit and those employees are taxed accordingly. Temporary housing allowances are treated as income and taxed accordingly.

*Advancement Program.* Because we are a small community with a small police force, officers need to wait until someone else leaves the organization or retires in order to be eligible for a promotion. In order to address retention of experienced police officers who



have no foreseeable opportunity to promote to Corporal or Sergeant, staff is proposing an advancement program that would provide a way for officers to move up in rank within the position of Police Officer and Corporal. Along with a specific list of criteria that includes training hours, POST requirements, special assignment exposure, and positive performance reviews, we are proposing that after 6 years, a Police Officer could promote to Police Officer II and that would include a 5% increase regardless of what increase may or may not be given to the rest of the organization. After an additional 4 years, they would be eligible to promote to Police Officer III with a 3% increase and then after another 4 years to Police Officer IV with a 3% increase. After 4 years, Corporals would be eligible to promote to Senior Corporal. They would also be required to complete a specified set of stringent criteria and positive performance reviews. If at some point, all of our officers have the rank of Police Officer IV, we would embrace that as it would mean that they have all stayed with the organization for 18 years and that would be amazing for the Town organization. Other law enforcement organizations in the community have step plans, but this plan would allow employees to move up on merit and values based behaviors and not simply an annual step plan.

Because of challenges with retaining front line Public Works employees, this fiscal year with the budget process, we implemented a similar advancement program and it appears to be working well. We have had two people decide to stay with the organization that had either already left or were considering leaving the organization.

With the acceptance of the Town Manager's Report, staff will move forward with these improvements to our recruitment and retention programs for sworn law enforcement and the Council will see the funding for this with the next budget amendment. If all new officers stay with the Town of Jackson the signing bonus would have a fiscal impact of \$38,000 for FY20, \$45,000 in FY21, etc. For the advancement program, there are no increases scheduled for FY20 and FY21 there would be 1 Police Officer eligible to move up to Police Officer II with a 5% increase and one Corporal eligible to move to Senior Corporal with a 3% increase. There would be no eligible employees for advance in FY22, etc. Chief Smith is confident he can absorb the signing bonus increase due to salary savings in his FY20 budget. If you would like further information about this, please contact Roxanne Robinson.

#### Public Comment and Non Agenda Items

Staff wanted to update the Council on expectations for issues that are raised during Public Comment on the agenda or when an item is discussed at a regular meeting but was not listed as an agenda item and is not accompanied by a staff report (i.e. Matters from Mayor and Council). Without a motion and a majority vote of Council on these types of items, staff will not put resources towards research or place items on future agendas. A majority vote of Council is how staff understands and can act on the will of the Council. Not taking a vote – i.e. inaction – produces the same result as a failed vote of the Council. When issues are raised during Public Comment, staff will follow up with the citizen(s) that spoke to communicate Council's will (i.e. whether Council did or did not direct staff to act on the issue). Citizens are welcome to speak under Public Comment at as many meetings as they would like, but action on an issue requires Council authorization.