

Jackson Town Council Regular Meeting

December 16, 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. Proclamation for Wyoming Women's Suffrage Day
 - 2. New Employee Introductions: Police Officers Amanda White and Heidi Schmidl

II. PUBLIC COMMENT

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

III. CONSENT CALENDAR

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

- A. Meeting Minutes:
 - 1. December 2, 2019 regular meeting
- B. Disbursements
- C. Temporary Sign Permit: Feathered Friday (P19-277)
- D. DOT FTA Drug and Alcohol Testing Policy Update
- E. DOT FMCSA Drug and Alcohol Testing Policy Update
- F. Drug Free Workplace Testing Policy Update
- G. Mutual Aid Assistance Memorandum of Understanding with Sublette County

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

- A. Administration
 - 1. Jackson Hole Rodeo End-of-Season Report and 2020 Rodeo Dates (Roxanne Robinson)
 - 2. Annual Renewal of Jackson Elk's Club Gaming License (Sandy Birdyshaw)
- B. Planning
 - 1. **Item P19-241:** Plat Vacation at 675 East Kelly Avenue (Tyler Valentine)
 - 2. **Item P19-201:** Snow King Master Plan Amendment (Tyler Sinclair)
 - 3. **Item P19-261:** Boundary Adjustment without a Replat at 990 West Broadway (Paul Anthony)

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.

4. **Item P19-229:** Amendment to the Teton Village Master Plan. *This item will be continued to February 3, 2020.*
5. **Item P19-187:** Text Amendment to LDR Section 8.10 Duties & Responsibilities Related to Planning Director and Community Development Director. *This item will be continued to February 18, 2020*

V. RESOLUTIONS

VI. ORDINANCES

- A. **Ordinance K:** An Ordinance Granting a Telecommunication Franchise to Qwest Corporation dba CenturyLink QC (Presented for 3rd Reading and designated Ordinance 1243)
- 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 2nd Reading)
- C. **Ordinance M:** An Ordinance Annexing 1150 Highway 22 into the Corporate Limits of the town of Jackson, Amending the Zoning District Map, and Amending the Corporate Limits of the Town of Jackson (Presented for 2nd Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Design Review Committee Appointments
- B. Fees for Charging Electric Vehicles
- C. 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

Declaring December 10th as Women's Suffrage Day

WHEREAS, Wyoming's nickname is The Equality State because of its distinctive history with respect to women's suffrage, to wit:

- At the end of their session in 1869, the Wyoming Territorial Legislature granted female suffrage, the first government in the world to do so under an unconditional and general franchise, the Act then signed into law by the Territorial Governor on December 10th; and
- On September 6, 1870, the first vote was cast under Wyoming's suffrage law by a woman, Louisa Swain of Laramie, in a general election; and
- In 1890, Wyoming entered the Union as the 44th state with female suffrage intact; and

WHEREAS, the Women's Suffrage Act made Wyoming the first government in the world to recognize women's right to vote and hold office; and

WHEREAS, in 1920, the 19th Amendment to the United States Constitution gave the vote to women nationally; and

WHEREAS, on May 11, 1920, Wyoming's first all-woman town council was elected in Jackson; and

WHEREAS, Wyoming preceded the national government by over fifty years in this significant recognition of female equality;

NOW THEREFORE, the Town Council of the Town of Jackson, Wyoming, does hereby proclaim December 10, 2019 as **WOMEN'S SUFFRAGE DAY** in recognition of the 150th anniversary of the signing of the Women's Suffrage Act, and call this observance to the attention of all our citizens.

PASSED, APPROVED, and ADOPTED this 16th day of December, 2019.

Town of Jackson

Mayor Pete Muldoon

Attest:

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 2, 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: Arne Jorgensen, Jim Stanford, and Jonathan Schechter. Hailey Morton Levinson was absent.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Todd Smith, Roger Schultz, Paul Anthony, Brendon Conboy, Tyler Valentine, Johnny Ziem, Susan Scarlata, Stephen O'Donnell, Jan Roberts, and Darren Brugmann.

Mayor Muldoon recognized the passing of Kirk and Jim Hansen and family members and called for a moment of silence.

Mayor Muldoon read a Proclamation recognizing the Jackson Hole Youth Hockey's successful season.

Mayor Muldoon introduced the following new employees: Stephen O'Donnell - Police Officer, Susan Scarlata - Public Engagement Specialist, and Jan Roberts – START Dispatch Supervisor.

Public Comment. There was no public comment.

Consent Calendar. There was no public comment on the consent calendar. A motion was made by Jim Stanford and seconded by Jonathan Schechter to approve the consent calendar including items A-I as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the November 4, 2019 regular meeting and November 20, 2019 special workshop.
- B. **Disbursements.** To approve the disbursements as presented. Ace Hardware \$291.41; Advanced Glass Trim, LLC \$260.00; Advanced Industrial Supply Inc \$1,721.98; Airgas Usa, LLC \$4,144.02; Allen, Barbara \$312.03; Amazon Captial Services \$881.85; Amerigas \$925.34; At&T \$282.09; Auto Detail Of Jackson \$475.00; Big R Ranch & Home \$179.98; Carquest Auto Parts Inc. \$935.98; Centurylink \$1,932.75; Chargepoint, Inc \$57,419.00; Charlier Associates Inc. \$21,777.29; Charter \$1,617.03; City Of Cody \$350.00; Control System Technology, Inc. \$1,726.50; Convergeone, Inc \$5,579.75; Core & Main LP \$3,240.66; Davis, Robin \$403.18; DBR Inc. \$2,721.00; Delcon Inc \$3,351.03; E.R. Office Express \$316.66; Energy Laboratories Inc. \$396.00; Etna Trade Park LLC \$3,230.00; Evans Construction Inc \$28,438.87; Fitzgerald, Todd \$6,922.00; Geittmann Larson Swift LLP \$5,035.00; High Country Linen \$564.03; Holland, Elizabeth \$7,975.00; Host Compliance, LLC \$10,742.00; Innovyze \$2,520.00; Jackson Animal Hospital \$150.00; Jackson Curbside Inc. \$1,335.00; Jackson Hole News & Guide \$1,972.83; Local Gov't Liability Pool \$1,000.00; Matthew Bender & Co., Inc. \$60.08; Mike's Oilfield Services Inc \$8,658.00; Muldoon, Peter \$175.02; Municipal Code Corporation \$2,900.00; Napa Auto Parts Inc. \$11.42; O'Donnell, Stephen \$267.75; Oldcastle Precast Inc \$2,012.00; Outpost Property Management \$63.00; Respond First Aid Systems \$257.02; Ross Concrete Const Llc \$135.00; Shuttle Bus Leasing \$47,250.00; Silver Creek Supply \$6.64; Snake River Roasting \$247.10; Spring Creek Animal Hospital \$86.38; Stephens, Shawn \$946.62; Superior \$11,186.23; Teton County Integrated Solid Waste/Recy \$1,542.96; Teton County Transfer Station \$391.00; Themadjaja, Jamie Lynn \$63.00; Thomson West \$45.00; Three Elephant Public Relations \$15,000.00; Ups \$8.10; Visa \$22,127.16; W.W. Grainger, Inc. \$10.44; WAM \$690.00; WYDOT \$2.00; Wyoming.Com Inc \$5.00.
- C. **Municipal Court Report for October 2019.** To accept the October 2019 Municipal Court report into the record as presented.
- D. **Special Event: Pedigree Stage Stop Race Ceremonial Start.** To approve the application of Pedigree Stage Stop Sled Dog Race special event on Friday, January 31, 2020, subject to the conditions and restrictions listed in the staff report.
- E. **Temporary Sign Permit: Winter People's Market (P19-256).** To approve the temporary banner in conjunction with Slow Food of the Tetons 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 sign for the Winter People's Market may be installed at 920 W. Broadway Avenue, The Lodge at Jackson Hole Conference Center on December 21, 2019, January 11 and 25, 2020, February 15 and 29, 2020, March 14 and 28, 2020, and April 11 and 25, 2020.

- F. **Temporary Sign Permit: Tribe JH Christmas (P19-271).** To approve the temporary banner in conjunction with Tribe JH 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 sign for the Tribe Christmas may be installed at 105 Buffalo Way, Albertson's during: December 8, 2019 to December 14, 2019 and December 22, 2019 to December 28, 2019.
- G. **Temporary Sign Permit: St. John's Rebrand (P19-272).** To approve the temporary banner in conjunction with St. John's Health 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 sign for the St. John's may be installed at: 625 E. Broadway Ave., St. John's during December 16, 2019 to December 28, 2019.
- H. **Equipment Purchase for Wastewater Treatment Plant.** To approve the purchase of a John Deere 950 Tractor in the amount of \$66,105.02, subject to any minor revisions by the Town Attorney.
- I. **Disposal of START Surplus Vehicles.** To declare bus numbers 274, 295, 299, and 321 as surplus and direct staff to list the vehicles on the government surplus asset website GovDeals. Should the vehicles not sell, staff is directed to work with appropriate metal, or truck recyclers/salvage, and tow companies to have the vehicles removed from Town property.
- J. **Amendment No. 2 to a Shared Appreciation Mortgage.** To approve Amendment No. 2 as proposed and authorize the Mayor to execute any necessary documents related to this approval.

There was no public comment on the Consent Calendar. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Cooperative Agreement with Wyoming Game and Fish. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve a Cooperative Agreement with the Wyoming Game and Fish that sets forth the terms and conditions to locate, operate, and maintain an outfall or effluent drain into the Habitat Wetland Ponds and the South Park Wildlife Habitat Management Area. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Annexation Petition from Monroe Partners Old West LLC. Roxanne Robinson and Larry Pardee made staff comment.

Mayor Muldoon opened a public hearing on this annexation. There was no public comment. Mayor Muldoon closed the public hearing. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to find that the annexation petition from Monroe Partners Old West LLC, for property generally described as a 3.72-acre parcel located at 1150 West Highway 22, complies with Wyoming Statute §15-1-402 and direct that the Property be annexed and incorporated pursuant to state statute. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Annie's Kitchen LLC Application for a new Restaurant Liquor License. Roxanne Robinson made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance of this liquor license. No protests were given. Mayor Muldoon closed the public hearing. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the issuance of a restaurant liquor license to Annie's Kitchen LLC dba Annie's Thai Kitchen for the remaining license year ending 3/31/2020, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

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

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

Item P19-199, -200: Development Plan and Conditional Use Permit at 540 Cache Creek Drive. Brendon Conboy made staff comment. There was no public comment.

Item A. Development Plan: Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P19-199 related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4)

Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals, a motion was made by Jim Stanford and seconded by Arne Jorgensen to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve a land division at 540 Cache Creek Drive, subject to the department reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B. Hillside Conditional Use Permit: Based upon the findings as presented in the staff report and as made by the applicant for Item P19-200, a motion was made by Jim Stanford and seconded by Arne Jorgensen to make findings 1-8 as set forth in Section 8.4.2. (Conditional Use Permit) of the Land Development Regulations related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit as well as findings required by Sec. 5.4.1 Steep Slopes regarding hillside mitigation measures to approve a Hillside CUP for a land division at the property addressed as 540 Cache Creek Drive, subject to the departmental reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-228: Subdivision Plat at 725 Cache Creek Drive. Tyler Valentine made staff comment. There was no public comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-228, a motion was made by Arne Jorgensen and seconded by Jim Stanford to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for a 2-lot subdivision at the property addressed at 725 Cache Creek Drive subject to the departmental reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Park and School Exactions shall be paid at the time of plat recording.

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

Item P19-229: Amendment to Teton Village Master Plan. Paul Anthony made staff comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue item P19-229 to the Council's regular meeting on December 16, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Snow King Master Plan. Tyler Sinclair made staff comment. Public comment was given by: Jeff Golightly, Kevin Cochary, Beverly Horton, David Navertil, Darryl Miller, Bill Maloney, Martin Hagen, Shane Rothman, Brian Krill, Geneva Chong, Rod Newcomb, Zahan Billimoria, Noah Hosniss, Brooke Sausser, Ruth Ann Petroff, Maureen Murphy, and Skye Schell. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to continue this item to the December 16 regular Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-218: Amendment to Planned Unit Development (PUD) at 5875 N Spring Gulch Road for Jackson Hole Golf & Tennis. Paul Anthony and Hamilton Smith made staff comment. Alex Klein made public comment. Town Council provided comments to be presented to Teton County. No motion was made.

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

**Ordinance K: An Ordinance Granting a Telecommunication Franchise
to Qwest Corporation dba CenturyLink QC.**

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:

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance K on second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance M: An Ordinance Annexing 1150 Highway 22 into the Corporate Limits of the Town of Jackson, Amending the Zoning District Map, and Amending the Corporate Limits of the Town of Jackson

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE COMMERCIAL RESIDENTIAL (CR-3) ZONING DISTRICT WITHIN THE SCENIC RESOURCES (SRO) AND NATURAL RESOURCES OVERLAY (NRO) DISTRICTS; AMENDING THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance M on first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council.

Consideration of comment to the Jackson Hole Airport Board regarding scenic helicopter flights in proximity to Grand Teton National Park. Public comment was made by Joe Albright and Brooke Sausser. A motion was made by Jim Stanford and seconded by Jonathan Schechter to approve the letter to the Jackson Hole Airport Board and send it to the Airport Board with the Resolution from 2001 attached. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Public Art Taskforce Appointments. Mayor Muldoon appointed Morgan Jaouen, Katy Ann Fox, and Tammi Hanawalt to three year terms on the Public Art Taskforce expiring April 30, 2022, and request a motion from the Town Council to consent to these appointments. A motion was made by Jim Stanford and seconded by Arne Jorgensen that the Town Council consents to the Mayor's appointments to the Public Art Taskforce. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Cancel January 21, 2020 Council Workshop and Regular Meeting (retreat). A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to cancel the January 21 workshop and regular meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Confirm Location for January 21-22, 2020 Council Retreat. A motion was made by Jonathan Schechter and seconded by Jim Stanford to approve Spring Creek Resort for the 2020 retreat location subject to inspection by Larry Pardee and Roxanne Robinson. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Legislative Session Lodging. A motion was made by Jim Stanford and seconded by Arne Jorgensen to direct staff to begin the process of looking into lodging in Cheyenne and to proceed with reserving a location and ask staff to get back to the group with a schedule so that coverage is provided during the session as appropriate. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Board and Commission Reports. There were no board and commission reports.

Town Manager's Report. No action was taken on the Town Manager's Report and it was continued to the December 16 meeting.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:38 p.m. minutes:rdvr

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: December 18, 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
51	ACE HARDWARE	677058	ENDSTOP BRSS 3/4" PUSH 4P,	11/10/2019	64.98	.00	
51	ACE HARDWARE	677758	TAPE BARCADE CAUTION 200	11/14/2019	8.99	.00	
51	ACE HARDWARE	677870	WTR HTR BLNKT	11/15/2019	29.99	.00	
51	ACE HARDWARE	677925	TRANSPLANTER 13" ASH HNDL	11/15/2019	15.98	.00	
51	ACE HARDWARE	678153	TURF BUILDER EZSEED 10#	11/18/2019	79.98	.00	
51	ACE HARDWARE	678928	OIL DRI ABSORBENT 40QT	11/22/2019	14.99	.00	
51	ACE HARDWARE	679327	FLAG MARK GLOLIME, MARK P	11/26/2019	79.98	.00	
51	ACE HARDWARE	679590	ICE HAMMER SNOWBRUSH 23"	11/27/2019	11.99	.00	
51	ACE HARDWARE	679615	HEATER CERAMIC TOWER	11/27/2019	129.98	.00	
51	ACE HARDWARE	679729	THERMOMTR WALL METAL, SC	11/29/2019	103.95	.00	
51	ACE HARDWARE	680290	400 LUMEN BIG LARRYLIGHT	12/04/2019	24.99	.00	
51	ACE HARDWARE	680638	ICE MELT 40# PAIL ACE, ONE-P	12/06/2019	79.46	.00	
51	ACE HARDWARE	680660	COLOR DUCT TAPE 11MIL 6	12/06/2019	15.99	.00	
51	ACE HARDWARE	681132	GLUE EPOXY	12/10/2019	6.99	.00	
51	ACE HARDWARE	681173	STOP NTS USS, CARR SCREW	12/10/2019	3.60	.00	
Total 51:					671.84	.00	
3596	ADVANCED GLASS TRIM, LLC	12712	WINDSHIELD #3109- 2014 FOR	12/10/2019	285.00	.00	
Total 3596:					285.00	.00	
4730	ADVANCED PUMP & EQUIPME	9591	HOMA SUBMERSIBLE LIFT STA	11/26/2019	7,780.50	.00	
4730	ADVANCED PUMP & EQUIPME	9612	SUBMERSIBLE LIFT STATION P	12/03/2019	21,721.37	.00	
Total 4730:					29,501.87	.00	
88	AIRGAS INTERMOUNTAIN INC.	9966870908	RENT CYL IND LARGE ACETYL	11/30/2019	105.70	.00	
Total 88:					105.70	.00	
1178	ALAN'S WELDING INC.	50574	3X3X250 SQ TUBE, 3/8X4 FLAT	11/25/2019	37.95	.00	
Total 1178:					37.95	.00	
6524	ALPHAGRAPHS	IX-156910	START BUS SIGNAGE	11/14/2019	342.41	.00	
6524	ALPHAGRAPHS	IX-157615	START BUS SIGNAGE	11/21/2019	342.41	.00	
6524	ALPHAGRAPHS	IX-158268	START BUS SIGNAGE\	12/02/2019	342.41	.00	
Total 6524:					1,027.23	.00	
383	ANTLER MOTEL, INC.	120319	WINTER HOUSING RENT	12/03/2019	10,160.00	.00	
Total 383:					10,160.00	.00	
3487	ARCHITECTURAL BUILDING SU	71033636	LOCKSET LC, CYLINDER HOUS	10/30/2019	612.31	.00	
3487	ARCHITECTURAL BUILDING SU	71037359	PASSAGE SET W101S D	11/06/2019	55.71	.00	
3487	ARCHITECTURAL BUILDING SU	71042541	MECHANICAL PUSHBUTTON L	11/20/2019	601.20	.00	
Total 3487:					1,269.22	.00	
5994	B-CYCLE LLC	2163967	OCTOBER LICENSING FEE	11/20/2019	373.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5994:					373.24	.00	
4920	BEST BEST & KRIEGER	864064	FRANCHISE RENEWAL 51148.0	11/19/2019	2,631.57	.00	
4920	BEST BEST & KRIEGER	865261	51148.00002 WIRELESS	12/02/2019	219.00	.00	
Total 4920:					2,850.57	.00	
4774	BIG R RANCH & HOME	1414520	JACKET HV SHERWOOD, BIBE	11/14/2019	251.98	.00	
4774	BIG R RANCH & HOME	1416652	MUCKMASTER BOOTS, ACRYLI	11/29/2019	148.45	.00	
4774	BIG R RANCH & HOME	1418146	MENS JACKET	12/08/2019	98.99	.00	
Total 4774:					499.42	.00	
3500	BISON LUMBER	1904-700642	BANDSAW BLADE 14T	04/09/2019	32.16	.00	
Total 3500:					32.16	.00	
4485	BLISS CARGO	13348	DELIVERY OF PACKAGE FROM	11/19/2019	39.25	.00	
Total 4485:					39.25	.00	
3081	BLUE SKY SERVICES	11378	EMERGENCY SERVICE CALL, L	12/05/2019	1,885.11	.00	
Total 3081:					1,885.11	.00	
1560	BLUE SPRUCE CLEANERS,INC	120119	DRY CLEANING	12/01/2019	304.38	.00	
Total 1560:					304.38	.00	
6244	BLUE360 MEDIA, LLC	55841	WYOMING LAW BOOK	08/02/2019	75.75	.00	
Total 6244:					75.75	.00	
2850	BMV LLC	1649	SHIPPING- FLEET	12/09/2019	70.28	.00	
2850	BMV LLC	1675	SHIPPING- WATER SAMPLES	12/09/2019	63.85	.00	
Total 2850:					134.13	.00	
6569	BOSTON, CAROLINE	112119	REIMBURSE	11/21/2019	25.00	.00	
Total 6569:					25.00	.00	
4045	BRADLEY ENGINEERING/CHAR	5160	PROJ: 19-78: START BUS CHAR	12/09/2019	1,259.00	.00	
Total 4045:					1,259.00	.00	
6156	BUCKRAIL, LLC	2320	20 ANNUAL CREDITS	12/01/2019	375.00	.00	
Total 6156:					375.00	.00	
4614	C & A PROFESSIONAL CLEANI	DEC 2019- GY	CLEANING SERVICE FOR DECE	12/01/2019	989.71	.00	
4614	C & A PROFESSIONAL CLEANI	DEC 2019- P.P	CLEANING SERVICE FOR DECE	12/01/2019	446.85	.00	
4614	C & A PROFESSIONAL CLEANI	DEC 2019- PW	CLEANING SERVICE FOR DECE	12/01/2019	2,151.50	.00	
4614	C & A PROFESSIONAL CLEANI	DEC 2019- T.H	CLEANING SERVICE FOR DECE	12/01/2019	4,127.24	.00	
Total 4614:					7,715.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6051	CARPETS PLUS COLORTILE	3502	RUBBER BASE	11/20/2019	360.00	.00	
6051	CARPETS PLUS COLORTILE	3621	MATERIALS: CORETEC PLUS C	12/02/2019	7,000.00	.00	
6051	CARPETS PLUS COLORTILE	3621	MATERIALS: CORETEC PLUS C	12/02/2019	5,005.75	.00	
Total 6051:					12,365.75	.00	
5	CARQUEST AUTO PARTS INC.	6090-455695	CREDIT: ALTERNATOR RETUR	10/18/2019	55.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-458070	AIR HOSE	11/06/2019	94.98	.00	
5	CARQUEST AUTO PARTS INC.	6090-458300	5 PC DOMINATOR CURVE	11/07/2019	147.99	.00	
5	CARQUEST AUTO PARTS INC.	6090-458304	WHL WT	11/07/2019	115.49	.00	
5	CARQUEST AUTO PARTS INC.	6090-458731	BRAKE PAD SET CERAMIC, BR	11/12/2019	141.03	.00	
5	CARQUEST AUTO PARTS INC.	6090-460767	OIL SEAL	11/29/2019	95.89	.00	
5	CARQUEST AUTO PARTS INC.	6090-461342	XTREAM BLUE	12/04/2019	214.92	.00	
5	CARQUEST AUTO PARTS INC.	6090-461477	HALOGEN SEALED BEAM	12/05/2019	35.60	.00	
Total 5:					790.90	.00	
6257	CERTIFIED LABORATORIES	3734638	SPECTRA XTREME MG TO-4 AL	10/30/2019	1,239.70	.00	
6257	CERTIFIED LABORATORIES	3736020	DIESEL-MATE ALL SEASON, 55	10/31/2019	2,478.85	.00	
6257	CERTIFIED LABORATORIES	45737	HYD SPINNER MOTOR	11/01/2019	316.25	.00	
Total 6257:					4,034.80	.00	
5967	CITY OF DRIGGS	112719	BUS BARN RENT	11/27/2019	1,908.61	.00	
Total 5967:					1,908.61	.00	
6348	CLAYTON, DURWIN	121119	DOT PHYSICAL REIMBURSE	12/11/2019	155.00	.00	
Total 6348:					155.00	.00	
6273	CLOUSE, JIM	112619	REIMBURSE FUEL FOR BUS	11/26/2019	1,181.75	.00	
Total 6273:					1,181.75	.00	
4292	Commercial Tire-ID Falls	121574	235/75R15XL DISC AT3, SIPING	10/28/2019	600.96	.00	
4292	Commercial Tire-ID Falls	121628	265/70R17 BLIZZAK DMV2 115R	10/29/2019	3,878.00	.00	
4292	Commercial Tire-ID Falls	121630	245/55R18 BLIZZAK LM32 (4)	10/29/2019	828.88	.00	
4292	Commercial Tire-ID Falls	121634	LT254/75R16 DISC AT3 LT, SIPI	10/29/2019	201.24	.00	
4292	Commercial Tire-ID Falls	121699	225/60R18 FS DEST LE2 100H B	10/30/2019	1,528.68	.00	
4292	Commercial Tire-ID Falls	121700	225/60R18 BLIZZAK DMV2 (4)	10/30/2019	543.36	.00	
Total 4292:					7,581.12	.00	
6169	CONBOY, BRENDAN	120919	REIMBURSE AICP EXAM	12/09/2019	70.00	.00	
Total 6169:					70.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9459	CONTROL SERVICE- MODIFY P	11/25/2019	750.00	.00	
Total 4887:					750.00	.00	
3001	CREATIVE ENERGIES, LLC	5200	PO #: BUS BARN MICRO REPLA	11/21/2019	645.25	.00	
Total 3001:					645.25	.00	
611	CUMMINS ROCKY MOUNTAIN L	39-17188	SERVICE CALL- TECH COME C	11/14/2019	3,065.27	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-59226	ANNUAL INSPECTION ONAN G	11/11/2019	1,926.61	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
611	CUMMINS ROCKY MOUNTAIN L	60-59227	ANNUAL INSPECTION ONAN G	11/11/2019	1,868.01	.00	
Total 611:					6,859.89	.00	
6243	DAY WIRELESS SYSTEMS	3828-00	RADIOS FOR START BUS	11/14/2019	1,601.41	.00	
Total 6243:					1,601.41	.00	
4918	DEAN'S PEST CONTROLL LLC	47931	SMALL RODENT CONTROL NO	11/13/2019	45.00	.00	
4918	DEAN'S PEST CONTROLL LLC	47977	SMALL RODENT CONTROL NO	11/12/2019	100.00	.00	
Total 4918:					145.00	.00	
5996	DUDE SOLUTIONS, INC	INV-60360	ASSET ESSENTIAL: PRO PUBLI	12/03/2019	186.81	.00	
5996	DUDE SOLUTIONS, INC	INV-60360	ASSET ESSENTIAL: PRO PUBLI	12/03/2019	186.81	.00	
5996	DUDE SOLUTIONS, INC	INV-60360	ASSET ESSENTIAL: PRO PUBLI	12/03/2019	186.81	.00	
5996	DUDE SOLUTIONS, INC	INV-60360	ASSET ESSENTIAL: PRO PUBLI	12/03/2019	186.81	.00	
Total 5996:					747.24	.00	
3408	E.R. OFFICE EXPRESS	14052	COMPATIBLE RIBBON BLK, PRI	10/22/2019	61.19	.00	
3408	E.R. OFFICE EXPRESS	14305	OFFICE SUPPLIES- CALENDAR	11/20/2019	139.93	.00	
3408	E.R. OFFICE EXPRESS	14317	OFFICE SUPPLIES @ PUBLIC W	11/22/2019	132.14	.00	
3408	E.R. OFFICE EXPRESS	14419	PAPER	12/10/2019	84.54	.00	
Total 3408:					417.80	.00	
1134	ENERGY LABORATORIES INC.	281851	INFLUENT, EFFLUENT	12/03/2019	114.00	.00	
Total 1134:					114.00	.00	
6552	ETNA TRADE PARK LLC	121119	JAN 2020-JUNE 2020 LEASE	01/21/2019	19,380.00	.00	
Total 6552:					19,380.00	.00	
81	EVANS CONSTRUCTION INC	196932	TICKET #: 70181588- CONCRET	07/01/2019	967.81	.00	
Total 81:					967.81	.00	
3195	FERGUSON ENTERPRISES, IN	SC429726	SERVICE CHARGE FOR NOVE	11/30/2019	5.99	.00	
Total 3195:					5.99	.00	
4709	FLEETPRIDE	38643481	PAD KIT, IN BOUND FRT	10/25/2019	547.74	.00	
4709	FLEETPRIDE	38848251	FEMALE QUICK COUPLER, MAL	10/29/2019	235.72	.00	
4709	FLEETPRIDE	38951977	BUSHING SERVICE TOOL, IN B	10/30/2019	960.20	.00	
4709	FLEETPRIDE	39406792	CYLINDER REPAIR	11/05/2019	244.44	.00	
4709	FLEETPRIDE	40472173	WING STYLE NIPPLE, WING ST	11/20/2019	182.12	.00	
4709	FLEETPRIDE	40544421	DIXON SS MALE COUPLER, IN	11/21/2019	145.06	.00	
4709	FLEETPRIDE	40745732	HUBO BRACKET STUD, FRT	11/25/2019	159.55	.00	
Total 4709:					2,474.83	.00	
668	FREEDOM MAILING SERVICE I	37068	UTILITY BILLING	11/08/2019	888.12	.00	
668	FREEDOM MAILING SERVICE I	37068	UTILITY BILLING	11/08/2019	888.12	.00	
668	FREEDOM MAILING SERVICE I	37223	UTILITY BILLING	12/06/2019	893.53	.00	
668	FREEDOM MAILING SERVICE I	37223	UTILITY BILLING	12/06/2019	893.52	.00	
668	FREEDOM MAILING SERVICE I	37223	FROZEN PIPE INSERT	12/06/2019	55.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 668:					3,618.81	.00	
5411	GALLAGHER, TIM	112119	REIMBURSTMENT MUD DOG W	11/21/2019	100.00	.00	
Total 5411:					100.00	.00	
1022	GALLS INC.	014282989	BRASS NAMEPLATE	11/18/2019	23.90	.00	
Total 1022:					23.90	.00	
4212	GILLIG LLC	40636184	REAR TRANSVERSE BEAM BU	10/29/2019	391.88	.00	
4212	GILLIG LLC	40636663	56" STAT WINDOW ASM	10/30/2019	3,000.00	.00	
4212	GILLIG LLC	40636664	5/16 SQ KEY 1/4 TURN LOCK A	10/30/2019	136.67	.00	
4212	GILLIG LLC	40636665	REAR TRANSVERSE BEAM BU	10/30/2019	267.66	.00	
4212	GILLIG LLC	40636666	PIVOT FRONT TRANS BUSHING	10/30/2019	673.25	.00	
4212	GILLIG LLC	40637631	HEX BOLT, PIVOT SHIM	11/01/2019	473.84	.00	
4212	GILLIG LLC	40638040	HEX BOLT, PIVOT SHIM	11/04/2019	357.76	.00	
4212	GILLIG LLC	40638982	LOCK MTG PLATE	11/06/2019	64.44	.00	
4212	GILLIG LLC	40638983	PRESS DIESEL EXHUAUST FLUI	11/06/2019	578.85	.00	
4212	GILLIG LLC	40639895	DEST SIGN W/HEATER & 5" GL	11/08/2019	372.14	.00	
4212	GILLIG LLC	40641395	DEF HEAD UNIT WITH 12 SENDI	11/13/2019	586.22	.00	
4212	GILLIG LLC	40642370	SPRING KIT	11/15/2019	12.02	.00	
4212	GILLIG LLC	40642822	HYD FAN DRIVER MODULE SN	11/18/2019	984.85	.00	
4212	GILLIG LLC	40642823	DEST SIGN W/HEATER & 5" GL	11/18/2019	291.38	.00	
4212	GILLIG LLC	40643397	90 DEG ELBOW, CONNECTOR,	11/19/2019	18.88	.00	
4212	GILLIG LLC	40645951	WIPER NOZZLE THRU SK ELBO	11/26/2019	93.44	.00	
4212	GILLIG LLC	40645952	RH THREAD DRAGLINK TIE RO	11/26/2019	804.30	.00	
4212	GILLIG LLC	40646457	LOWER W/HEAVY DUTY TORQ	11/27/2019	813.08	.00	
4212	GILLIG LLC	40647543	90 DEG ELBOW	12/03/2019	11.92	.00	
4212	GILLIG LLC	40647544	PROHEATER HEATER ASM	12/03/2019	1,653.75	.00	
4212	GILLIG LLC	40647545	SOLENOID 3 WAY #24 VALVE	12/03/2019	298.38	.00	
4212	GILLIG LLC	40647982	RR DOOR THR HEATER ASM	12/04/2019	594.00	.00	
4212	GILLIG LLC	40647983	EXHUAUST BELLOW 16" TUBE	12/04/2019	446.49	.00	
4212	GILLIG LLC	40647984	UPPER BRACKET ASM	12/04/2019	99.90	.00	
4212	GILLIG LLC	40648871	42MT-450 STARTER	12/06/2019	627.05	.00	
4212	GILLIG LLC	40649372	W/S WIPER BLADE BLADE	12/09/2019	424.00	.00	
4212	GILLIG LLC	40649373	SILICONE HOSE, CONST TENS	12/09/2019	308.32	.00	
4212	GILLIG LLC	40649374	OIL FILL CAP	12/09/2019	959.80	.00	
4212	GILLIG LLC	40649375	OIL COOLED ALTERNATOR	12/09/2019	1,449.13	.00	
4212	GILLIG LLC	40649376	AIR SPRING	12/09/2019	1,351.98	.00	
4212	GILLIG LLC	40649377	HEADLIGHT HALOGEN LAMP A	12/09/2019	153.20	.00	
4212	GILLIG LLC	5046286	CREDIT: RETURN DEF HEAD U	11/22/2019	291.38-	.00	
Total 4212:					18,007.20	.00	
3867	GUHEEN, BILL	121119	reimburse dot	12/11/2019	100.00	.00	
Total 3867:					100.00	.00	
3194	HARRINGTON, STEVE	112619	REIMBURSE MOTEL FOR LEAS	11/26/2019	216.96	.00	
Total 3194:					216.96	.00	
4988	HD FOWLER COMPANY	C490308	CREDIT: OVER BILL ON INBOU	01/20/2019	100.00-	.00	
4988	HD FOWLER COMPANY	I5257943	INBOUND FRT	08/26/2019	125.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4988:					25.00	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: WWTP	09/12/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: ADMIN	09/12/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: STREETS	09/12/2019	48.51	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: SEWER	09/12/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: WATER	09/12/2019	29.09	.00	
96	HIGH COUNTRY LINEN	0153003	BUILDING MAINTS: PUBLIC WO	09/12/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: FLEET	09/12/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0153003	UNIFORM: EXTRA	09/12/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: WWTP	09/26/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: ADMIN	09/26/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: STREETS	09/26/2019	48.51	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: SEWER	09/26/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: WATER	09/26/2019	29.09	.00	
96	HIGH COUNTRY LINEN	0155716	BUILDING MAINTS: PUBLIC WO	09/26/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: FLEET	09/26/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0155716	UNIFORM: EXTRA	09/26/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: WWTP	10/03/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: ADMIN	10/03/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: STREETS	10/03/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: SEWER	10/03/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: WATER	10/03/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0157070	BUILDING MAINTS: PUBLIC WO	10/03/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: FLEET	10/03/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0157070	UNIFORM: EXTRA	10/03/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: WWTP	10/10/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: ADMIN	10/10/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: STREETS	10/10/2019	36.38	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: SEWER	10/10/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: WATER	10/10/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0158314	BUILDING MAINTS: PUBLIC WO	10/10/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: FLEET	10/10/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0158314	UNIFORM: EXTRA	10/10/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: WWTP	10/17/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: ADMIN	10/17/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: STREETS	10/17/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: SEWER	10/17/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: WATER	10/17/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0159501	BUILDING MAINTS: PUBLIC WO	10/17/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: FLEET	10/17/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0159501	UNIFORM: EXTRA	10/17/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0160124	BUILDING MAINT @ TOJ HOME	10/21/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0160341	MATS @ TOWN HALL	10/22/2019	205.30	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: WWTP	10/31/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: ADMIN	10/31/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: STREETS	10/31/2019	48.50	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: SEWER	10/31/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: WATER	10/31/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0161732	BUILDING MAINTS: PUBLIC WO	10/31/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: FLEET	10/31/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0161732	UNIFORM: EXTRA	10/31/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0162480	MATS @ TOWN HALL	11/05/2019	205.30	.00	
96	HIGH COUNTRY LINEN	0162769	UNIFORM: WWTP	11/07/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0162769	UNIFORM: ADMIN	11/07/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0162769	UNIFORM: STREETS	11/07/2019	46.08	.00	
96	HIGH COUNTRY LINEN	0162769	UNIFORM: SEWER	11/07/2019	19.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0162769	UNIFORM: WATER	11/07/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0162769	BUILDING MAINTS: PUBLIC WO	11/07/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0162769	UNIFORM: FLEET	11/07/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0162769	UNIFORM: EXTRA	11/07/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0163623	MATS @ START	11/13/2019	231.80	.00	
96	HIGH COUNTRY LINEN	0163707	UNIFORM: FLEET	11/14/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0163707	BUILDING MAINTS: PUBLIC WO	11/14/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0163707	UNIFORM: WATER	11/14/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0163707	UNIFORM: ADMIN	11/14/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0163707	UNIFORM: SEWER	11/14/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0163707	UNIFORM: STREETS	11/14/2019	48.50	.00	
96	HIGH COUNTRY LINEN	0163707	UNIFORM: WWTP	11/14/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0164215	BUILDING MAINT @ TOJ HOME	11/18/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0164659	UNIFORM: WWTP	11/21/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0164659	UNIFORM: ADMIN	11/21/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0164659	UNIFORM: STREETS	11/21/2019	46.08	.00	
96	HIGH COUNTRY LINEN	0164659	UNIFORM: SEWER	11/21/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0164659	UNIFORM: WATER	11/21/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0164659	BUILDING MAINTS: PUBLIC WO	11/21/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0164659	SETUP- COLLECTIONS: WOOD	11/21/2019	5.94	.00	
96	HIGH COUNTRY LINEN	0164659	UNIFORM: FLEET	11/21/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0164659	SETUP-STREETS: RON H	11/21/2019	11.88	.00	
96	HIGH COUNTRY LINEN	0165221	BUILDING MAINT @ TOJ HOME	11/25/2019	7.50	.00	
96	HIGH COUNTRY LINEN	0165616	BUS CLEANING SUPPLIES	11/27/2019	30.20	.00	
96	HIGH COUNTRY LINEN	0165699	UNIFORM: STREETS	11/28/2019	48.50	.00	
96	HIGH COUNTRY LINEN	0165699	UNIFORM: SEWER	11/28/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0165699	BUILDING MAINTS: PUBLIC WO	11/28/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0165699	UNIFORM: ADMIN	11/28/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0165699	UNIFORM: WWTP	11/28/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0165699	UNIFORM: WATER	11/28/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0165699	UNIFORM: FLEET	11/28/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0166228	BUILDING MAINT @ TOJ HOME	12/02/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0166564	MATS @ SHELTER	12/04/2019	61.93	.00	
96	HIGH COUNTRY LINEN	0166569	BUILDING MAINT @ WWTP- BA	12/04/2019	86.57	.00	
96	HIGH COUNTRY LINEN	0166784	UNIFORM: FLEET	12/05/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0166784	BUILDING MAINTS: PUBLIC WO	12/05/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0166784	UNIFORM: WATER	12/05/2019	21.82	.00	
96	HIGH COUNTRY LINEN	0166784	UNIFORM: ADMIN	12/05/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0166784	UNIFORM: SEWER	12/05/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0166784	UNIFORM: STREETS	12/05/2019	46.08	.00	
96	HIGH COUNTRY LINEN	0166784	UNIFORM: WWTP	12/05/2019	24.25	.00	
96	HIGH COUNTRY LINEN	0167393	BUILDING MAINT @ TOJ HOME	12/09/2019	7.50	.00	
96	HIGH COUNTRY LINEN	S0157213	PAPER PRODUCTS START	10/03/2019	38.25	.00	
96	HIGH COUNTRY LINEN	S0158273	TABLE CLOTHES	10/09/2019	52.75	.00	
96	HIGH COUNTRY LINEN	S0159885	BUILDING MAINT @ TOJ RESTR	10/18/2019	146.25	.00	
96	HIGH COUNTRY LINEN	S0161455	NAPKINS AND SUPPLIES FOR	10/29/2019	251.60	.00	
96	HIGH COUNTRY LINEN	S0161643	TOWN HALL SUPPLIES	10/30/2019	210.84	.00	
96	HIGH COUNTRY LINEN	S0162926	BUILDING MAINT @ TOJ RESTR	11/07/2019	153.50	.00	
96	HIGH COUNTRY LINEN	S0163090	BUILDING MAINT @ TC REC DE	11/08/2019	528.00	.00	
96	HIGH COUNTRY LINEN	S0163092	BUILDING MAINT @ TOJ RESTR	11/08/2019	88.00	.00	
96	HIGH COUNTRY LINEN	S0164614	BUILDING MAINT @ TOJ PUBLI	11/20/2019	174.75	.00	
96	HIGH COUNTRY LINEN	S0165265	BUS CLEANING SUPPLIES	11/25/2019	117.60	.00	
96	HIGH COUNTRY LINEN	S0165494	BUS CLEANING SUPPLIES	11/26/2019	77.10	.00	
96	HIGH COUNTRY LINEN	S0165662	CLEAN UP POWDER START	11/29/2019	108.36	.00	
96	HIGH COUNTRY LINEN	S0166269	TOWN HALL SUPPLIES	12/02/2019	380.48	.00	
96	HIGH COUNTRY LINEN	S0166287	PAPER PRODUCTS START	12/02/2019	48.00	.00	
96	HIGH COUNTRY LINEN	S0167172	MOP	12/06/2019	48.00	.00	
96	HIGH COUNTRY LINEN	S0167889	TOWN HALL SUPPLIES	12/12/2019	80.74	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					5,671.12	.00	
6455	HIRST APPLGATE, LLP	195358	TOJ THREE CREEK RANCH	12/04/2019	4,666.95	.00	
6455	HIRST APPLGATE, LLP	195360	LITIGATION FEES TASTEBUDS	12/04/2019	4,167.46	.00	
Total 6455:					8,834.41	.00	
6572	HOLLAND, JOHN	112619	BOND RELEASE B19-0691	11/26/2019	27,000.00	.00	
Total 6572:					27,000.00	.00	
6423	HOWELL, VICKIE	112619A	DOT PHYSICAL	11/26/2019	100.00	.00	
6423	HOWELL, VICKIE	112619B	REIMBURSE MOTEL ROOM	11/26/2019	303.80	.00	
6423	HOWELL, VICKIE	112619C	KEY RINGS FOR LANYARDS	11/26/2019	23.30	.00	
Total 6423:					427.10	.00	
4044	IDAHO FALLS PETERBILT	522438	2XL & XL ORANGE NITRILE	10/22/2019	30.56	.00	
4044	IDAHO FALLS PETERBILT	523147	WHEEL STUD	10/30/2019	69.20	.00	
4044	IDAHO FALLS PETERBILT	523313	CARRIER- REMAN, CORE EXCH	10/31/2019	2,072.10	.00	
4044	IDAHO FALLS PETERBILT	525040	XL ORANGE NITRILE	11/20/2019	30.56	.00	
Total 4044:					2,202.42	.00	
4716	INDUSTRIAL TECHNOLOGY GR	PT2179	SOFTWARE DEVELOPEMENT S	11/25/2019	500.00	.00	
Total 4716:					500.00	.00	
6105	INFINITE HYDRAULICS LLC	1462	SUAER PUMP , FRT	11/06/2019	2,315.60	.00	
Total 6105:					2,315.60	.00	
106	INTERSTATE BATTERY	22245401	(1) MTP-94R/H7, CORE RETURN	10/21/2019	124.95	.00	
106	INTERSTATE BATTERY	22245402	(1) CREDIT MTP-94R/H7	10/21/2019	139.95-	.00	
106	INTERSTATE BATTERY	22245584	(2) 28441, CORE RETURN (2) AT	11/04/2019	120.10-	.00	
106	INTERSTATE BATTERY	22245659	(1) MTP-48/H6	11/11/2019	130.95	.00	
106	INTERSTATE BATTERY	22245823	(1) MTP-65HD, (1) SRM-24, COR	11/25/2019	232.90	.00	
Total 106:					228.75	.00	
110	INTERWEST SUPPLY COMPAN	IN0080216	938 F/G LOADING CTR BLADE,	11/14/2019	625.96	.00	
Total 110:					625.96	.00	
1081	JACK'S TIRE & OIL	771335-37	12R22.5 goodyear g182 rsd lrh 15	11/21/2019	18,024.48	.00	
1081	JACK'S TIRE & OIL	774348-37	275/70R22.5 TOYO M320Z J/18	12/03/2019	1,585.28	.00	
1081	JACK'S TIRE & OIL	776275-37	12R22.5/16 MICHELIN XZE LRH	12/10/2019	2,405.08	.00	
Total 1081:					22,014.84	.00	
2	JACKSON CURBSIDE INC.	00027306	RECYCLING COLLECTION @ H	11/10/2019	645.00	.00	
2	JACKSON CURBSIDE INC.	00027321	RECYCLING COLLECTION @ P	11/10/2019	195.00	.00	
Total 2:					840.00	.00	
6477	Jackson Hole Childrens Museum	121119	2ND QUARTER	12/11/2019	3,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6477:					3,750.00	.00	
6474	JACKSON HOLE LAW, PC	113019	LEGAL SERVICES	11/30/2019	1,501.70	.00	
Total 6474:					1,501.70	.00	
131	JACKSON HOLE NEWS & GUID	304731	AD#372703 PLANNING OPEN H	11/13/2019	513.84	.00	
131	JACKSON HOLE NEWS & GUID	305068	AD#372885 FACILITIES	11/27/2019	554.40	.00	
131	JACKSON HOLE NEWS & GUID	305154	AD#373281 SPECIAL WORKSH	11/27/2019	263.03	.00	
131	JACKSON HOLE NEWS & GUID	305155	AD#373054 P & Z BOARD	11/27/2019	216.44	.00	
131	JACKSON HOLE NEWS & GUID	305156	AD#372939 LL ANNIE KITCHEN	11/27/2019	83.50	.00	
131	JACKSON HOLE NEWS & GUID	305261	AD#372702 PLANNING OPEN H	11/30/2019	1,394.00	.00	
131	JACKSON HOLE NEWS & GUID	305262	AD#371572 WINTER PARKING	11/30/2019	1,726.40	.00	
131	JACKSON HOLE NEWS & GUID	305263	AD#372016 PROP 2	11/30/2019	1,336.20	.00	
131	JACKSON HOLE NEWS & GUID	305265	AD#373024 P&Z BOARD	11/30/2019	677.40	.00	
131	JACKSON HOLE NEWS & GUID	305621	AD#373539 ORD L	12/04/2019	83.50	.00	
131	JACKSON HOLE NEWS & GUID	305622	AD#373538 ORD K	12/04/2019	54.28	.00	
131	JACKSON HOLE NEWS & GUID	305693	AD#372943- CACHE CREEK TU	12/04/2019	87.69	.00	
131	JACKSON HOLE NEWS & GUID	305700	AD#373536 P19-249	12/04/2019	25.05	.00	
131	JACKSON HOLE NEWS & GUID	305701	AD#373537 P19-261	12/04/2019	33.40	.00	
131	JACKSON HOLE NEWS & GUID	305970	AD#373791 FARE CHANGE PRO	12/11/2019	291.92	.00	
131	JACKSON HOLE NEWS & GUID	605620	AD#373055 P&Z BOARD	12/04/2019	216.44	.00	
Total 131:					7,557.49	.00	
5084	JACKSON HOLE SECURITY, LL	721	ALUMINUM VALVE, EXTREME D	10/22/2019	150.00	.00	
Total 5084:					150.00	.00	
114	JACKSON LUMBER INC	00507049-001	12OZ GREAT STUFF WINDOW	11/08/2019	51.99	.00	
114	JACKSON LUMBER INC	00509906-001	7-1/4" MARATHON 24T SAW SL	11/18/2019	997.65	.00	
114	JACKSON LUMBER INC	00510407-001	2" GALV ROOFING NAIL, BLK R	11/19/2019	5.45	.00	
114	JACKSON LUMBER INC	00510461-001	5/8" HSS DEMING DRILL BIT, 9/1	11/19/2019	39.85	.00	
114	JACKSON LUMBER INC	00511104-001	SPF SEL DECK SPF DRY	11/20/2019	15.75	.00	
Total 114:					1,110.69	.00	
6066	JACKSON MOORE LIGHTING	7621	8' LED SIGN LIGHT, AIR FRT	12/03/2019	730.48	.00	
Total 6066:					730.48	.00	
115	JACKSON PAINT AND GLASS, I	1114186	LAMINATE TEMPERED, WOOD	11/07/2019	2,705.36	.00	
Total 115:					2,705.36	.00	
6331	JACKSON TOWING PARTNERS	00003839	CASH CALL TOWING, WINCHIN	12/05/2019	1,050.00	.00	
Total 6331:					1,050.00	.00	
2486	JH APPLIANCE	35833	SERVICE CHARGE @ 145 W HA	11/14/2019	254.00	.00	
Total 2486:					254.00	.00	
123	JIM & GREG THE LOCKSMITHS	48025	ID TAG, KEY RING	11/15/2019	21.00	.00	
123	JIM & GREG THE LOCKSMITHS	48027	DUPLICATE KEYS	11/05/2019	60.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 123:					81.00	.00	
5473	KELLERSTRASS ENTERPRISES	1109321	DEFENDAL HD ELC 50/50 RED/	11/14/2019	143.95	.00	
5473	KELLERSTRASS ENTERPRISES	1109322	CHEV ULTI-PLEX SYN GREAT	11/14/2019	283.84	.00	
5473	KELLERSTRASS ENTERPRISES	D16703	MIDGRADE 87- E-10, DF#1 DYE	11/11/2019	30,022.26	.00	
5473	KELLERSTRASS ENTERPRISES	D17365	MIDGRADE 87 E-10, DF#2 DYED	11/29/2019	26,069.98	.00	
5473	KELLERSTRASS ENTERPRISES	D17674	MIDGRADE 87 E-10, DF#1 DYED	12/09/2019	22,257.41	.00	
Total 5473:					78,777.44	.00	
2485	KENWORTH SALES COMPANY	IDFIN3569995	FILTERS, ELEMENTS	10/31/2019	856.42	.00	
Total 2485:					856.42	.00	
4902	KOIS BROTHERS EQUIPMENT	117959	HARNESS	11/07/2019	766.54	.00	
Total 4902:					766.54	.00	
2859	LEADERSHIP JACKSON HOLE	101	2ND QUARTER	12/02/2019	1,500.00	.00	
Total 2859:					1,500.00	.00	
5691	LEPCO	37685	SERVICE CALL: ZONE 5 ALARM	11/08/2019	657.60	.00	
Total 5691:					657.60	.00	
2149	LEXISNEXIS MATTHEW BENDE	14515571	WY CRIM & TRAFFIC 2019	11/07/2019	534.36	.00	
Total 2149:					534.36	.00	
6487	LOGANSIMPSON	25340	JACKSON GROWTH PLAN 1952	11/26/2019	16,685.98	.00	
Total 6487:					16,685.98	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 145 WEST HANSEN	11/27/2019	88.30	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 455 VINE	11/27/2019	45.91	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 915 SIMON	11/27/2019	154.10	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 940 SIMON	11/27/2019	176.65	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 2022 WILDFLOWER	11/27/2019	33.16	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 145 WEST HANSEN	11/27/2019	37.84	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 55 VIRGINIAN	11/27/2019	90.34	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	920595 345930 SIMON	11/27/2019	151.62	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 174 KING	11/27/2019	246.34	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 455 VINE	11/27/2019	56.45	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 145 WEST HANSEN	11/27/2019	75.28	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 455 VINE	11/27/2019	86.62	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 145 WEST HANSEN	11/27/2019	40.53	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 55 VIRGINIAN	11/27/2019	30.99	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 145 WEST HANSEN	11/27/2019	27.50	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 455 VINE	11/27/2019	65.00	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 145 WEST HANSEN	11/27/2019	11.78	.00	
156	LOWER VALLEY ENERGY INC	20595 11 19	20595 1119 2022 WILDFLOWER	11/27/2019	47.93	.00	
156	LOWER VALLEY ENERGY INC	92050-010: 11/	92050-010: ELY SPRING RD FIR	11/27/2019	1,465.52	.00	
156	LOWER VALLEY ENERGY INC	92050-017- 11/	92050-017: INTERMED TREATM	11/27/2019	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-021- 11/	92050-021: 150 E PEARL AVE	11/27/2019	1,516.38	.00	
156	LOWER VALLEY ENERGY INC	92050-025: 11/	92050-025: SK W NEW SHOP	11/27/2019	411.81	.00	
156	LOWER VALLEY ENERGY INC	92050-047- 11/	92050-047: UV BUILDING	11/27/2019	16.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-047: 11/	92050-049: WWTP	11/27/2019	7,490.11	.00	
156	LOWER VALLEY ENERGY INC	92050-051: 11/	92050-051: WELL #5	11/27/2019	1,964.53	.00	
156	LOWER VALLEY ENERGY INC	92050-114: 11/	92050-114: HOME RANCH RSTR	11/27/2019	298.04	.00	
156	LOWER VALLEY ENERGY INC	92050-131: 11/	92050-131: 195 E DELONEY RS	11/27/2019	238.59	.00	
156	LOWER VALLEY ENERGY INC	92050-357- 11/	92050-357: 55 KARNs MEADOW	11/27/2019	269.28	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-127: 3337 CODY CRK DR	11/27/2019	239.39	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-024: SEWER LIFT PUMP	11/27/2019	18.05	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-018: SEWER LIFT PUMP-	11/27/2019	20.50	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-334: SEWER LIFT STATIO	11/27/2019	97.94	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-126: SEWER LIFT STATIO	11/27/2019	20.97	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-385: SPRING CREEK LIFT	11/27/2019	166.57	.00	
156	LOWER VALLEY ENERGY INC	GROUP: 20593	92050-019: SEWER LIFT PUMP	11/27/2019	73.06	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-005: CACHE KUDAR LIGH	11/27/2019	62.46	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-031: ST LT LOTS 38, 39	11/27/2019	19.60	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-043: ST LT LOT 68, 69	11/27/2019	16.24	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-353: W DELONEY AVE F	11/27/2019	81.46	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-006: CACHE ST N LIGHTI	11/27/2019	32.65	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-032: ST LT LOTS 88, 89	11/27/2019	18.77	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-045: TOWN SQUARE LIG	11/27/2019	55.02	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-355: S CACHE LIGHTING	11/27/2019	64.01	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-028: ST LT LOTS 26, 27	11/27/2019	18.25	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-040: ST LT LOT 90, 91	11/27/2019	19.60	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-336: HIDDEN RANCH PAT	11/27/2019	21.22	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-030: ST LT LOTS 95, 96	11/27/2019	18.38	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-041: ST LT LOT 99, 101	11/27/2019	16.37	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-342: 25 S REDMND ST LI	11/27/2019	32.99	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-020: PATHWAY TUNNEL	11/27/2019	52.12	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-035: ST LT COTTONWOO	11/27/2019	18.50	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-111: PEARL/WILLOW ST	11/27/2019	17.73	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-360: 1035 W BROADWAY	11/27/2019	33.43	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-016: HOME RANCH LIGH	11/27/2019	43.85	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-034: ST LT LOTS 80, 81	11/27/2019	17.21	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-081: PEARL ST IRR CON	11/27/2019	24.13	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-358: 650 W BRAODWAY	11/27/2019	71.82	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-027: ST LT LOTS 20, 21	11/27/2019	20.06	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-039: ST LT LOT 86, 87	11/27/2019	18.83	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-332: N GLENWOOD MCC	11/27/2019	31.30	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-382: BUDGE DR LIGHT S	11/27/2019	20.38	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-023: RANGEVIEW ST LT	11/27/2019	19.73	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-036: ST LT LOT 12, 13	11/27/2019	16.24	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-130: 3 CREEK RANCH AF	11/27/2019	24.51	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 1	92050-362: STELLARIA LN S HW	11/27/2019	20.89	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-054: CITY WELL ELK REF	11/27/2019	59.73	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-052: WELL #1	11/27/2019	162.70	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-044: SNOW KING ESTAT	11/27/2019	189.46	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-361: 625 W BROADWAY	11/27/2019	20.25	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-055: CITY WELL ELK REF	11/27/2019	44.96	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-053: WELL #2 & #3	11/27/2019	2,696.00	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-003: SPRUCE DRIVE PU	11/27/2019	238.59	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-074: CRABTREE LANE T	11/27/2019	16.31	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-056: CITY WELL ELK REF	11/27/2019	21.11	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-050: 2 MG TANK	11/27/2019	21.48	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 1	92050-383: SNOW KING DR WA	11/27/2019	17.47	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-014: HEAT TAPE	11/27/2019	104.86	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-002: ANIMAL SHELTER	11/27/2019	255.44	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-359: MILLER PARK PARKI	11/27/2019	48.94	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-061: PUBLIC WORKS	11/27/2019	689.01	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-375: 155 E PEARL AVE- O	11/27/2019	24.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-026: 450 SNOW KING AV	11/27/2019	463.52	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-341: HOME RANCH REST	11/27/2019	16.56	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-380: 145 E PEARL- UNIT	11/27/2019	186.70	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-356: KARNS MEADOW ST	11/27/2019	1,313.74	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-386: 143 E PEARL AVVE	11/27/2019	109.86	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-008: CEMETARY	11/27/2019	36.41	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-092: 3150 ADAMS CANYO	11/27/2019	418.08	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-377: 145 E PEARL- UNIT	11/27/2019	206.21	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-060: SOUTH GARAGE	11/27/2019	367.40	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-376: 149 E PEARL- BUNK	11/27/2019	153.27	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-059: POLICE GARAGE	11/27/2019	188.09	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-134: PARKING GARAGE	11/27/2019	83.59	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-379: 145 E PEARL- UNIT	11/27/2019	33.43	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-082: EAST STORAGE BL	11/27/2019	228.97	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-132: PARKING GARAGE	11/27/2019	1,135.79	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20594- 1	92050-378: 145 E PEARL- BASE	11/27/2019	16.24	.00	
156	LOWER VALLEY ENERGY INC	GRP:20560- N	92050-GROUP:20560: MULTIPL	11/27/2019	2,229.70	.00	
Total 156:					28,515.67	.00	
6526	LSC TRANSPORTATION CONS	57613	START ROUTING PLAN 194430	11/07/2019	10,526.25	.00	
Total 6526:					10,526.25	.00	
6571	MALLORY SAFETY & SUPPLY	4732186	VELCRO CUSTOM PATCHES	10/24/2019	319.00	.00	
Total 6571:					319.00	.00	
3843	MATTHEWS, LANI	11119	DRUG & ALCOHOL TESTING	11/11/2019	8,589.00	.00	
3843	MATTHEWS, LANI	11119	DRUG & ALCOHOL TESTING	11/11/2019	692.00	.00	
3843	MATTHEWS, LANI	11119	DRUG & ALCOHOL TESTING	11/11/2019	500.00	.00	
3843	MATTHEWS, LANI	11119	DRUG & ALCOHOL TESTING	11/11/2019	1,674.00	.00	
Total 3843:					11,455.00	.00	
5387	MIKE'S WELDING INC	11868	RECTANGULAR TUBE, SQUAR	11/25/2019	402.74	.00	
Total 5387:					402.74	.00	
3932	MILLER SANITATION	14989	CITY CANS 74 FOR NOVEMBER	11/15/2019	2,331.00	.00	
3932	MILLER SANITATION	14990	START BUS ROUTE TRASH CA	11/15/2019	315.00	.00	
Total 3932:					2,646.00	.00	
5034	MOVIE MACHINE PRODUCTION	3543	JH CINEMAS PRE-SHOW ADVE	12/02/2019	525.00	.00	
Total 5034:					525.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3369510001	MET HX HD CAP SCR, GROMM	10/17/2019	255.72	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3404588001	CONTACT CLEANER III, BRASS	10/31/2019	280.56	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3404760002	MICROFLEX GLOVES, XL, L, ME	10/31/2019	410.15	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3430994001	CREDIT: MICROFLEX GLOVES	11/19/2019	410.15-	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3437732001	NYL INS LOCK NUT, BOWMALL	11/14/2019	228.72	.00	
Total 4623:					765.00	.00	
6128	MULDOON, PETER	120519	TRAVEL EXPENSES	12/05/2019	745.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6128:					745.80	.00	
257	NAPA AUTO PARTS INC.	542166	OIL SEAL	11/27/2019	114.99	.00	
257	NAPA AUTO PARTS INC.	878206	SWITCH	09/26/2019	20.74	.00	
257	NAPA AUTO PARTS INC.	878451	SWITCH	09/27/2019	81.84	.00	
257	NAPA AUTO PARTS INC.	878492	BRAKE PADS- FRONT, HEADLI	09/27/2019	48.43	.00	
257	NAPA AUTO PARTS INC.	878551	BLOWER MOTOR AIR	09/27/2019	88.68	.00	
257	NAPA AUTO PARTS INC.	878734	BMR KIT	09/30/2019	49.94	.00	
257	NAPA AUTO PARTS INC.	878914	CURVED RADIATOR HOSE	09/30/2019	12.15	.00	
257	NAPA AUTO PARTS INC.	879685	PARKING BRAKE SWITCH	10/03/2019	13.26	.00	
257	NAPA AUTO PARTS INC.	882486	SWITCH	10/16/2019	8.16	.00	
257	NAPA AUTO PARTS INC.	882947	BELT IDLER PULLEY, BELT TEN	10/18/2019	48.20	.00	
257	NAPA AUTO PARTS INC.	882982	NEW WATER PUMP	10/18/2019	159.53	.00	
257	NAPA AUTO PARTS INC.	883502	NAPAGOLD AIR FILTER	10/22/2019	10.42	.00	
257	NAPA AUTO PARTS INC.	883648	CONSTANT VELOCITY	10/22/2019	116.82	.00	
257	NAPA AUTO PARTS INC.	884013	NAPAGOLD AIR FILTER	10/24/2019	52.96	.00	
257	NAPA AUTO PARTS INC.	884037	CREDIT: RETURN 12V LI-ION B	10/24/2019	7.00-	.00	
257	NAPA AUTO PARTS INC.	885562	WHEEL NUT	10/31/2019	63.20	.00	
257	NAPA AUTO PARTS INC.	885661	RPWRLUBE- 18V, RETURN 20V	10/31/2019	225.00	.00	
257	NAPA AUTO PARTS INC.	885774	QUALITY HTR HOSE	11/01/2019	2.00	.00	
257	NAPA AUTO PARTS INC.	886357	PINCH-OFF PLIERS, 14DR 6PT	11/05/2019	55.47	.00	
257	NAPA AUTO PARTS INC.	886452	WHEEL BEARING & HUB	11/05/2019	241.88	.00	
257	NAPA AUTO PARTS INC.	886458	RUBBER AIR HOSE	11/05/2019	53.99	.00	
257	NAPA AUTO PARTS INC.	886516	NAPAGOLD OIL FILTER, NAPAG	11/05/2019	20.70	.00	
257	NAPA AUTO PARTS INC.	886657	NAPAGOLD OIL FILTER, NAPAG	11/06/2019	705.12	.00	
257	NAPA AUTO PARTS INC.	886725	NAPAGOLD AIR FILTER, NAPA	11/06/2019	31.90	.00	
257	NAPA AUTO PARTS INC.	888020	NAPAGOLD AIR FILTER	11/13/2019	11.53	.00	
257	NAPA AUTO PARTS INC.	888225	ADAPTER, COUPLER	11/14/2019	13.69	.00	
257	NAPA AUTO PARTS INC.	888786	RIVETS, BUTANE FUEL	11/18/2019	53.44	.00	
257	NAPA AUTO PARTS INC.	889587	FIRST AID KIT	11/22/2019	11.25	.00	
257	NAPA AUTO PARTS INC.	889619	NAPAGOLD FILTER	11/22/2019	43.92	.00	
257	NAPA AUTO PARTS INC.	890301	NAPA BATTERY, CORE DEPOSI	11/26/2019	61.34	.00	
257	NAPA AUTO PARTS INC.	890365	D EARTH	11/27/2019	77.52	.00	
257	NAPA AUTO PARTS INC.	890386	NAPAGOLD OIL FILTER, NAPAG	11/27/2019	838.54	.00	
257	NAPA AUTO PARTS INC.	890393	SILICON	11/27/2019	9.28	.00	
257	NAPA AUTO PARTS INC.	890694	HOSE PROTECTOR	11/29/2019	27.23	.00	
257	NAPA AUTO PARTS INC.	891280	PLUG	12/03/2019	18.17	.00	
257	NAPA AUTO PARTS INC.	891442	SOCKET	12/03/2019	14.49	.00	
257	NAPA AUTO PARTS INC.	892527	CREDIT: WARRANTY	12/09/2019	17.94-	.00	
257	NAPA AUTO PARTS INC.	892782	BALANCER PULLER	12/10/2019	100.79	.00	
Total 257:					3,481.63	.00	
6556	NATIONAL TRADE SUPPLY, LL	INV0122098	UNIT HEATER FILTERS	11/30/2019	210.00	.00	
Total 6556:					210.00	.00	
4412	NEOFUNDS	790004408054	POSTAGE	11/29/2019	1,000.00	.00	
Total 4412:					1,000.00	.00	
5037	OLDCASTLE PRECAST INC	230204601	DRYCAST PERF, LID, DELIVER	11/27/2019	805.00	.00	
Total 5037:					805.00	.00	
1504	ONE CALL OF WYOMING	51627	TICKETS FOR MARCH 2019 CD	03/21/2019	14.25	.00	
1504	ONE CALL OF WYOMING	51627	TICKETS FOR MARCH 2019 CD	03/21/2019	14.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1504	ONE CALL OF WYOMING	52202	TICKETS FOR MAY 2019 CDC C	06/03/2019	155.62	.00	
1504	ONE CALL OF WYOMING	52202	TICKETS FOR MAY 2019 CDC C	06/03/2019	155.63	.00	
1504	ONE CALL OF WYOMING	52851	TICKETS FOR JULY 2019 CDC	08/06/2019	130.50	.00	
1504	ONE CALL OF WYOMING	52851	TICKETS FOR JULY 2019 CDC	08/06/2019	130.50	.00	
1504	ONE CALL OF WYOMING	53110	TICKETS FOR AUGUST 2019 C	09/09/2019	119.25	.00	
1504	ONE CALL OF WYOMING	53110	TICKETS FOR AUGUST 2019 C	09/09/2019	119.25	.00	
Total 1504:					839.25	.00	
6440	OPS STRATEGIES	19053	GIS DATA ORGANIZATION, GIS	11/29/2019	255.00	.00	
6440	OPS STRATEGIES	19053	GIS DATA ORGANIZATION, GIS	11/29/2019	255.00	.00	
6440	OPS STRATEGIES	19053	GIS DATA ORGANIZATION, GIS	11/29/2019	255.00	.00	
Total 6440:					765.00	.00	
484	PACIFIC STEEL	7020151	HR STRIPS 20', HR FLAT 20', 20'	10/29/2019	1,958.75	.00	
Total 484:					1,958.75	.00	
4529	PARROT, DAVE	112619	DOT PHYSICAL REIMBURMENT	11/26/2019	100.00	.00	
Total 4529:					100.00	.00	
5302	PARTSMASTER	23476130	FLEXIBLE UNIVERSAL JOINT S	10/22/2019	146.04	.00	
Total 5302:					146.04	.00	
4894	PLATT	X595638	FLR LENS	11/13/2019	2,333.00	.00	
4894	PLATT	X595638	FLR LENS	11/13/2019	2,333.00	.00	
4894	PLATT	X595638	FLR LENS	11/13/2019	2,333.00	.00	
Total 4894:					6,999.00	.00	
3006	PORTIS GROUP,LLC	7675	WINTER SHELTER POSTERS	11/18/2019	852.50	.00	
3006	PORTIS GROUP,LLC	7676	FALL SCHEDULE & MAP 2019	11/18/2019	535.00	.00	
3006	PORTIS GROUP,LLC	7677	WINTER PRINT AND WEB SCHE	11/18/2019	1,865.00	.00	
Total 3006:					3,252.50	.00	
6483	PREMIER TRUCK- SALT LAKE C	775122458	COMPRESSOR, HYD GASKET,	09/25/2019	1,440.88	.00	
6483	PREMIER TRUCK- SALT LAKE C	775130431	MIRROR	10/21/2019	38.42	.00	
6483	PREMIER TRUCK- SALT LAKE C	775137051	ANTENNA	11/11/2019	9.38	.00	
6483	PREMIER TRUCK- SALT LAKE C	775137562	ANTENNA	11/13/2019	9.38	.00	
6483	PREMIER TRUCK- SALT LAKE C	775140051	PRESSURE SENSOR	11/21/2019	36.89	.00	
6483	PREMIER TRUCK- SALT LAKE C	775140184	PLAIN HOSE	11/21/2019	78.04	.00	
6483	PREMIER TRUCK- SALT LAKE C	775141154	GASKET HYD	11/25/2019	45.08	.00	
6483	PREMIER TRUCK- SALT LAKE C	775141766	OIL BATH, SLEEVE OIL	11/27/2019	133.92	.00	
6483	PREMIER TRUCK- SALT LAKE C	775142060	OIL BATH, SLEEVE OIL	11/29/2019	133.92	.00	
Total 6483:					1,925.91	.00	
6567	RAMIREZ, CAESAR	121119	BAIL REFUND 19-01-0104	12/11/2019	250.00	.00	
Total 6567:					250.00	.00	
2758	RANCH INN	110519	CONFERENCE ROOM RENTAL	11/05/2019	200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2758:					200.00	.00	
215	RED'S AUTO GLASS, INC.	I036981	LABOR INSTALL WINDSHIELD-	10/03/2019	170.00	.00	
215	RED'S AUTO GLASS, INC.	I036995	LABOR INSTAL WS, DOW EXPR	10/07/2019	315.00	.00	
215	RED'S AUTO GLASS, INC.	I037078	LABOR INSTALL WINDSHIELD-	10/24/2019	170.00	.00	
Total 215:					655.00	.00	
4723	RON'S TOWING	11961	HEAVY WRECKER	11/30/2019	700.00	.00	
4723	RON'S TOWING	11962	HEAVY WRECKER, START BUS	12/04/2019	850.00	.00	
Total 4723:					1,550.00	.00	
4475	RORKE, CHRIS	AUG 2019	RENT FOR PARKING AND PLU	08/05/2019	862.50	.00	
4475	RORKE, CHRIS	NOV 2019	RENT FOR PARKING AND PLU	11/13/2019	962.50	.00	
Total 4475:					1,825.00	.00	
5280	ROUTEMATCH SOFTWARE, INC	41912	ANNUAL HOSTING FEES	12/01/2019	3,534.96	.00	
Total 5280:					3,534.96	.00	
5812	RUI INC. DBA VILLAGE GARDN	1318319	FALL CLEAN UP, PRUNE TREE	11/30/2019	276.66	.00	
5812	RUI INC. DBA VILLAGE GARDN	1318323	PRUNE TREES AND SHRUBS	11/30/2019	130.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1318328	PRUNE TREES	11/30/2019	130.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1318333	PRUNE TREES, FALL CLEAN U	11/30/2019	726.20	.00	
5812	RUI INC. DBA VILLAGE GARDN	1318335	FALL CLEAN UP LAWN	11/30/2019	233.00	.00	
Total 5812:					1,496.86	.00	
13	SAFETY SUPPLY & SIGN CO., I	170859	DECAL CUSTOM- START BUS L	10/28/2019	334.68	.00	
Total 13:					334.68	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	81358346	EXTENDED SERVICE AREA FE	11/07/2019	486.98	.00	
Total 2669:					486.98	.00	
6424	SCHECHTER, JONATHAN	120519	TRAVEL EXPENESE	12/05/2019	360.37	.00	
Total 6424:					360.37	.00	
6570	SCHMIDL, HEIDI	120319	TRAVEL REIMBURSE	12/03/2019	592.00	.00	
Total 6570:					592.00	.00	
5111	SCHMILLEN, SCOTT	01929	FIXTURE CLEANING- OCTOBER	10/29/2019	237.50	.00	
5111	SCHMILLEN, SCOTT	01930	FIXTURE CLEANING- OCTOBER	10/29/2019	237.50	.00	
5111	SCHMILLEN, SCOTT	01931	FIXTURE CLEANING- OCTOBER	10/29/2019	190.00	.00	
5111	SCHMILLEN, SCOTT	01932	FIXTURE CLEANING- OCTOBER	10/30/2019	522.50	.00	
5111	SCHMILLEN, SCOTT	01933	CLEAN TOILETS AND PAPER	11/05/2019	120.00	.00	
5111	SCHMILLEN, SCOTT	01934	UPSTAIR BATHRUB, BATHROO	11/11/2019	360.00	.00	
Total 5111:					1,667.50	.00	
6568	SCHWARTZ, COURTNEY	112619	REIMBURSE FOR BREAKFAST	11/26/2019	29.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6568:					29.75	.00	
6365	SIGN IT NOW INC	3796	ICE RINK MAX OCCUPANCY SI	11/11/2019	180.43	.00	
Total 6365:					180.43	.00	
4548	SILVER CREEK SUPPLY	S2026298.001	ALUM CMLK @ PW	08/12/2019	14.17	.00	
4548	SILVER CREEK SUPPLY	S2041052.001	SWIVEL HOSE ADPT, RED BRA	08/12/2019	26.62	.00	
4548	SILVER CREEK SUPPLY	S2048132.001	14" SPRING LOAD ACCESS PA	08/26/2019	18.70	.00	
4548	SILVER CREEK SUPPLY	S2081562.001	BRASS, BUSHING, PEP COMP,	11/18/2019	91.46	.00	
Total 4548:					150.95	.00	
5960	SNAKE RIVER BREWING	622781	COFFEE	12/04/2019	97.90	.00	
Total 5960:					97.90	.00	
5632	SNAKE RIVER MEP COMPLETE,	4054	INSTALL PHOTOCELL FOR PUB	10/28/2019	225.25	.00	
5632	SNAKE RIVER MEP COMPLETE,	4114	SKEC PARKING LOT LIGHTS	11/12/2019	334.25	.00	
5632	SNAKE RIVER MEP COMPLETE,	4134	SKEC- PARKING LOT LIGHTS	11/25/2019	313.50	.00	
Total 5632:					873.00	.00	
4699	SNAKE RIVER ROASTING	622424	COFFEE	11/13/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	622691	coffee	11/27/2019	44.55	.00	
4699	SNAKE RIVER ROASTING	622766	COFFEE	12/04/2019	48.95	.00	
4699	SNAKE RIVER ROASTING	622780	COFFEE- MAIN PW SHOP	12/04/2019	48.95	.00	
Total 4699:					190.90	.00	
6557	STATE DISBURSEMENT UNIT	120419	Case# C00588407 Domingo	12/04/2019	25.05	25.05	12/04/2019
Total 6557:					25.05	25.05	
5055	STOTZ EQUIPMENT	P61219	STARTER MOTOR REMAN	06/25/2018	433.60	.00	
5055	STOTZ EQUIPMENT	P61303	STARTER MOTOR REMAN	06/27/2018	433.60	.00	
Total 5055:					867.20	.00	
1443	TETON COUNTY CLERK	120119	DECEMBER 2019 HOUSING	12/01/2019	21,527.00	.00	
1443	TETON COUNTY CLERK	121219	DECEMBER 2019 PARKS AND R	12/12/2019	133,068.50	.00	
Total 1443:					154,595.50	.00	
581	TETON COUNTY INTEGRATED	120319	2019 3RD QUARTER DISPOSAB	12/03/2019	22,149.52	.00	
Total 581:					22,149.52	.00	
996	TETON COUNTY SPECIAL FIRE	120119	DECEMBER 2019 FIRE EMS	12/01/2019	128,274.00	.00	
996	TETON COUNTY SPECIAL FIRE	120419	NOV19 SPEICAL FIRE FUND EQ	12/04/2019	67,125.47	.00	
996	TETON COUNTY SPECIAL FIRE	120519	NOV19 SPEICAL FIRE FUND EQ	12/05/2019	25,016.39	.00	
Total 996:					220,415.86	.00	
1614	TETON COUNTY-FUND 10	120319	NOV19 KRISTI MALONE	12/03/2019	3,802.98	.00	
1614	TETON COUNTY-FUND 10	120419	NOV19 PATHWAYS	12/04/2019	6,228.32	.00	
1614	TETON COUNTY-FUND 10	121319	NOV19 DISPATCH	12/12/2019	18,361.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1614	TETON COUNTY-FUND 10	121319	NOV19 DISPATCH	12/12/2019	18,361.02	.00	
Total 1614:					46,753.34	.00	
3027	TETON COUNTY-FUND 13	120319	NOV FUND 13	12/03/2019	893.83	.00	
Total 3027:					893.83	.00	
166	TETON COUNTY-FUND 19	120319	NOV19 FUND 19	12/12/2019	135,795.01	.00	
Total 166:					135,795.01	.00	
268	TETON MOTORS INC	5091910	ROD KIT	09/05/2019	166.36	.00	
268	TETON MOTORS INC	5092346	FILTER KIT BELT	10/10/2019	41.70	.00	
268	TETON MOTORS INC	5092461	RADIATOR	10/17/2019	348.75	.00	
268	TETON MOTORS INC	5092549	CREDIT: RETURN RADIATOR	10/24/2019	348.75	.00	
268	TETON MOTORS INC	5092550	RADIATOR	10/24/2019	348.75	.00	
268	TETON MOTORS INC	5092714	TEE	11/06/2019	19.09	.00	
268	TETON MOTORS INC	5092857	SWITCH, FRT	11/20/2019	48.75	.00	
Total 268:					624.65	.00	
5895	TETON MOUNTAIN RANCH	4743	16 LOADS STREET SWEEPING	12/01/2019	800.00	.00	
5895	TETON MOUNTAIN RANCH	4743	16 LOADS STREET SWEEPING	12/01/2019	800.00	.00	
Total 5895:					1,600.00	.00	
5846	TETON TOOLS LLC	11121920787	MICRO STREAM USB	11/12/2019	61.75	.00	
5846	TETON TOOLS LLC	12031921070	STYLUS PRO USB W 120V AC A	12/03/2019	94.50	.00	
Total 5846:					156.25	.00	
3162	TETON TRASH REMOVAL, INC.	19 DEC 863	TRASH 145 west hansen 2a	12/01/2019	45.50	.00	
Total 3162:					45.50	.00	
3237	THE AFTERMARKET PARTS CO	81923461	CYLINDER	11/13/2019	1,042.20	.00	
3237	THE AFTERMARKET PARTS CO	81938563	LAMP TAIL STOP RED	11/26/2019	174.14	.00	
Total 3237:					1,216.34	.00	
6560	THEMADJAJA, JAMIE LYNN	120119	REFUND BASIC USE PERMIT P	12/01/2019	500.00	.00	
Total 6560:					500.00	.00	
2658	THERMO KING INTERMOUNTAI	S-0083630	MAIN MODULE INTELLIGAIRES III	10/18/2019	531.43	.00	
Total 2658:					531.43	.00	
284	THOMPSON PALMER & ASSOCI	72056	audit	11/30/2019	30,000.00	.00	
Total 284:					30,000.00	.00	
3955	THOMSON WEST	841383015	WEST GROUP WESTLAW CHA	12/01/2019	446.93	.00	
3955	THOMSON WEST	841383015	WEST GROUP WESTLAW CHA	12/01/2019	446.92	.00	
Total 3955:					893.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
70	THYSSEN KRUPP ELEVATOR C	3004896136	GOLD- FULL MAINTENANCE SE	11/01/2019	297.86	.00	
70	THYSSEN KRUPP ELEVATOR C	3004958989	GOLD- FULL MAINTENANCE SE	12/01/2019	297.86	.00	
70	THYSSEN KRUPP ELEVATOR C	5001116184	GOLD- FULL MAINTENANCE SE	07/26/2019	411.00	.00	
70	THYSSEN KRUPP ELEVATOR C	5001122992	GOLD- FULL MAINTENANCE SE	08/07/2019	616.50	.00	
70	THYSSEN KRUPP ELEVATOR C	5001169362	GOLD- FULL MAINTENANCE SE	10/24/2019	432.00	.00	
Total 70:					2,055.22	.00	
6363	TMSC LLC	2019-005-04A	JOB #: 2019-005- HRS REPLACE	11/29/2019	543.75	.00	
6363	TMSC LLC	2019-005-04B	JOB #: 2019-005- INSTAL HEAT	11/29/2019	2,097.50	.00	
6363	TMSC LLC	2019-005-04C	JOB #: 2019-005- TROUBLE SH	11/29/2019	1,305.00	.00	
6363	TMSC LLC	2019-005-04D	JOB #: 2019-005- REMOVE AND	11/29/2019	290.75	.00	
6363	TMSC LLC	2019-005-04F	JOB #: 2019-005- INSTALL DRAI	11/29/2019	2,375.00	.00	
Total 6363:					6,612.00	.00	
777	UPPER CASE PRINTING INK	15186	2019/2020 FROZEN PIPE FLYER	11/20/2019	158.93	.00	
Total 777:					158.93	.00	
706	USA BLUE BOOK	080747	DUAL MECHANICAL CYLINDER	12/02/2019	1,872.19	.00	
Total 706:					1,872.19	.00	
5072	VALENTINE, B. TYLER	120919	REGISTRATION REIMBURSE	12/09/2019	70.00	.00	
Total 5072:					70.00	.00	
6492	VFC CONTROLS	I039286-IN	SERVICE: YEARLY CALIBRATI	11/27/2019	5,476.50	.00	
Total 6492:					5,476.50	.00	
6086	WATER WORKS, INC	2402	PROJ: ICE RINK 9/19- SERVICE	11/11/2019	1,663.76	.00	
Total 6086:					1,663.76	.00	
244	WATTS STEAM STORE ROCKY	73588	SERVICE ON CLEAN BURN FUR	10/29/2019	565.50	.00	
Total 244:					565.50	.00	
6160	WEST FORK CONSTRUCTION	1050003-001	PROJ: 1050003- WWTP GARAG	12/10/2019	66,119.40	.00	
Total 6160:					66,119.40	.00	
563	WESTBANK SANITATION	3284784	PEARL- WATER LEAK DAMAGE	01/20/2019	1,501.72	.00	
Total 563:					1,501.72	.00	
1640	WESTERN STATE	CM00080238	GLASS	11/14/2019	245.05	.00	
1640	WESTERN STATE	IN001146106	PLUG A	11/12/2019	468.40	.00	
1640	WESTERN STATE	IN001148851	GLASS	11/14/2019	231.18	.00	
1640	WESTERN STATE	IN001152953	SWITCH A	11/19/2019	161.39	.00	
1640	WESTERN STATE	IN001152969	BULB	11/19/2019	21.51	.00	
1640	WESTERN STATE	IN001152976	ELEMENT PRI, ELEMENT SEP,	11/19/2019	502.57	.00	
1640	WESTERN STATE	IN001154268	LENS	11/20/2019	15.87	.00	
1640	WESTERN STATE	IN001162321	EDGE	12/02/2019	2,420.00	.00	
1640	WESTERN STATE	IN001166405	LAMP G REPLACES	12/05/2019	67.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1640:					3,643.58	.00	
472	WHITE GLOVE CLEANING, INC.	5112	START SHELTER CLEANING N	11/30/2019	3,048.13	.00	
Total 472:					3,048.13	.00	
6566	WILKINSON-MONTESANO BUIL	TOJ-01	PROJ: TOJ OLD GROWTH CUR	11/14/2019	1,914.00	.00	
Total 6566:					1,914.00	.00	
5489	WRENCH IT PLUMBING & HEAT	6350	REPAIR RESTROOM TOILET & I	11/26/2019	220.40	.00	
Total 5489:					220.40	.00	
3619	WY CHILD SUPPORT ENFORCE	120419	case #209790 GALLEGHER	12/04/2019	146.76	146.76	12/04/2019
Total 3619:					146.76	146.76	
3278	WY DEPT OF ENVIROMENAL Q	2079- 2020 RE	YEARLY TANK FEE FOR 2020-	11/21/2019	400.00	.00	
Total 3278:					400.00	.00	
504	WYDOT	121219	TRANSFER - CITY PLATES 9	12/12/2019	18.00	.00	
Total 504:					18.00	.00	
575	WYOMING ASSOC OF RURAL	15400	2020 VOTING MEMBERSHIP	11/20/2019	450.00	.00	
Total 575:					450.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2163	GENIE MODEL 3024 8' CHAIN D	11/25/2019	1,115.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2171	SERVICE CALL- SERVICE ALL D	10/09/2019	460.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2173	SERVICE CALL- RESET ENCOD	11/27/2019	142.50	.00	
5788	WYOMING GARAGE DOOR, LLC	2174	SERVICE CALL- REPLACE BRO	12/02/2019	4,878.00	.00	
Total 5788:					6,595.50	.00	
4839	Wyoming Water development Co	120219	loan number RE 9404126/FY93	12/02/2019	41,244.82	41,244.82	12/04/2019
4839	Wyoming Water development Co	120219	loan number RE 0901057	12/02/2019	66,969.91	66,969.91	12/04/2019
Total 4839:					108,214.73	108,214.73	
2842	YELLOW IRON EXCAVATION, L	41291	TRASH REMOVAL OCTOBER 20	10/31/2019	200.00	.00	
2842	YELLOW IRON EXCAVATION, L	41292	TRASH REMOVAL OCTOBER 20	10/31/2019	325.00	.00	
2842	YELLOW IRON EXCAVATION, L	41881	915 SIMON LANE TRASH REMO	11/30/2019	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	41890	174 N KING TRASH REMOVAL	11/30/2019	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	41947	TRASH REMOVAL 455 VINE	11/30/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	41947	TRASH REMOVAL 455 VINE	11/30/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	41947	TRASH REMOVAL 455 VINE	11/30/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	41947	TRASH REMOVAL 455 VINE	11/30/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	42055	155 EAST PEARL TRASH	11/30/2019	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	42057	TRASH REMOVAL NOVEMBER	11/30/2019	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	42058	TRASH REMOVAL NOVEMBER	11/30/2019	260.00	.00	
2842	YELLOW IRON EXCAVATION, L	42059	TRASH REMOVAL @ START BU	11/30/2019	160.00	.00	
Total 2842:					1,359.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					<u>1,253,273.87</u>	<u>108,386.54</u>	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING

PRESENTER: PAUL ANTHONY

MEETING DATE: December 16, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Feathered Fridays

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:

532 N. Cache Street, US Fish & Wildlife Service/National Elk Refuge:
December 20, 2019 to March 27, 2020

Section 5.6.1.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 the Feathered Fridays may be installed at:
532 N. Cache Street, US Fish & Wildlife Service/National Elk Refuge:
December 20, 2019 to March 27, 2020

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with US Fish & Wildlife Service/National Elk Refuge 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

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Feathered Fridays Physical Address of Event: 532 N Cache Street Jackson WY 83001
Description of Event: Free, public interpretive program offered every Friday Dec 20, 2019 through Mar 27, 2020 hosted in collaboration with Teton Raptor Center.
Grand Opening ☐ Yes ☒ No ☒

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Natalie Fath, Visitor Services Manager Phone: 307-739-9322
E-mail: PO Box 510 Jackson WY ZIP: 83001
natalie_fath@fws.gov Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>U.S. Fish & Wildlife Service/National Elk Refuge</u>	Business/Description: _____
Physical Address: <u>532 N Cache Street Jackson WY 83001</u>	Physical Address: _____
Dates of Display: <u>Dec 20, 2019 - Mar 27, 2020</u>	Dates of Display: _____
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.

Natalie A. Fath 12/2/2019
Signature of Authorized Event Applicant Date
Natalie A. Fath Visitor Services Manager, National Elk Refuge 12/2/2019
Applicant Name Printed Title

Banner illustration specifications:

The banner pictured is 84" X 24" and made for use in the outdoors (reinforced plastic), therefore it's able to withstand the elements.

Installation specification:

This banner will be tied to the National Parks and Visitor Center directional sign located on the southwestern lawn of the Jackson Hole and Greater Yellowstone Visitor Center. The banner will be secured to the poles under the sign and secured to each pole temporarily with outdoor rope. The rope is removable and non-permanent. The same image appears on both sides of the banner so it can be viewed from the north or south along North Cache Street during the period requested – December 20, 2019 through March 27, 2020. The purpose of the banner is to advertise the free public program, Feathered Fridays in a highly visible location. Feathered Fridays has occurred at the Jackson Hole and Greater Yellowstone Visitor Center every winter season (Dec-Mar) since 2016 and the same banner was approved by the Town Council and erected in 2017, 2018 and 2019.

84" x 24"

Feathered Fridays

Meet Live Raptors - Every Friday: Noon - 2 p.m.

At The Jackson Hole & Greater Yellowstone Visitor Center



Sponsored By:

Maki Foundation & Jackson Hole Wildlife Safaris





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT:

PRESENTER: Roxanne Robinson

MEETING DATE: December 16, 2019

SUBJECT: DOT FTA Drug and Alcohol Policy Update

STATEMENT/PURPOSE

The Town Council approves the drug and alcohol testing policies for the Town of Jackson.

BACKGROUND/ALTERNATIVES

The Town of Jackson, and more specifically, START, was recently audited by the Federal Transit Administration (FTA) as a federal grant subrecipient through the Wyoming Department of Transportation (DOT) for compliance with the drug and alcohol testing requirements. This is the program under which all Commercial Drivers License (CDL) holders that carry passengers are drug and alcohol tested including random tests.

Courtney Schwartz, Administrative Assistant in START, did an excellent job meeting with the auditors and compiling all of the information they required in order to complete their report. As part of the audit, they also met with Lani Matthews of Advantage Testing who serves as our third party tester in the community. Their report noted several minor changes that need to be made to the drug testing policy, a few minor changes to our required training and record keeping, and some additional minor tweaks so that testing is randomly conducted 7 days/week and at all times of the day when the transit system is operating. But overall, our team is doing an excellent job in compliance with the regulations and this is evidenced by the minor items pointed out in the report.

The updates to the DOT FTA Drug and Alcohol Policy are shown in the attached policy. Upon approval by the Town Council, the changes will be accepted and the policy will be posted and provided to employees according to the required regulations.

All three drug and alcohol policies are being presented for update and approval by the Town Council. Staff recommends the Town Council approve the updated DOT FTA Drug and Alcohol Policy as presented. The Council has several options.

1. Approve the updated DOT FTA Drug and Alcohol Policy as presented.
2. Discuss the changes and continue approval to a future Town Council meeting.

COMPREHENSIVE PLAN ALIGNMENT

Compliance with federally mandated drug and alcohol testing requirements for CDL holders and for all Town employees is in direct alignment with safely delivering quality services as set forth in Section 8. Quality Community Service Provision.

STAKEHOLDER ANALYSIS

The stakeholders involved include the citizens and guests to the community served by START Bus, the Public Works Department, and all departments within the Town of Jackson organization. Ensuring drivers and employees are free from drugs and alcohol while performing their duties and thereby ensuring the highest level of safety for both the citizens and property/equipment operated by the Town of Jackson is paramount. Stakeholders also include the State of Wyoming in that we must remain compliant in order for federal funds to be passed through the State of Wyoming to the Town of Jackson.

FISCAL IMPACT

There is no direct fiscal impact to making the changes called for in the audit.

STAFF IMPACT

Staff impact is minimal to implement the required changes. Some supervisors may need to receive 1 additional hour of training once in their career with the Town in order to be fully compliant with regulations. Reproducing the revised policy, posting it, and making it available to employees will also be minimal.

LEGAL REVIEW

The legal review was conducted by the Federal Transit Administration.

ATTACHMENTS

DOT FTA Drug and Alcohol Policy.

RECOMMENDATION

Staff recommends the Town Council approve the updated DOT FTA Drug and Alcohol Policy as presented.

SUGGESTED MOTION

Should the Council be ready to take action staff suggests:

I move to approve the updated DOT FTA Drug and Alcohol Policy as presented.

Town of Jackson



Department of Transportation (DOT)- Federal Transit Administration (FTA) Drug and Alcohol Policy

Effective Date and Adoption by Jackson Town Council: ~~December 16, 2019~~

Deleted: September 17, 2018

Deleted: September 17, 2018

Table of Contents

Purpose of Policy..... 3

Covered Employees..... ~~3~~

Prohibited Behavior – Drug & Alcohol Use 4

Consequences for Violations ~~4~~

Circumstances for Testing..... 5

Testing Procedures..... 8

Test Refusals 8

Voluntary Self-Referral..... ~~8~~

Fitness for Duty & Prescription Drug Use 9

Contact Person..... ~~9~~

Other Provisions & Construction ~~9~~

Confidentiality..... 10

Deleted: 4

Deleted: 5

Deleted: 9

Deleted: 10

Deleted: 10

Deleted: September 17, 2018

Purpose of Policy

The Federal Transit Administration (FTA) has specific regulations entitled: Prevention of Prohibited Alcohol Misuse and Prohibited Drug Use in Transit Operations (49 Code of Federal Regulations (CFR) Part 655 and referenced as Part 655 hereinafter), as amended and 49 CFR Part 40 (referenced as Part 40 hereinafter), as amended. It is the purpose of this policy to comply with these regulations. Copies of referenced regulations are available in the drug and alcohol program managers' office at the Southern Teton Area Rapid Transit (START) or Public Works and/or from the Town of Jackson's Personnel Director and can be found online at the FTA Drug and Alcohol Program website. This requirement is to assure fitness for duty and to protect our workplace including the employees, passengers and the public from the risk posed by the misuse of alcohol and use of prohibited and illegal drugs.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect Town of Jackson's policy. These additional provisions are identified by **bold text**.

In addition, the Department of Transportation (DOT) has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

It is important to understand that ALL Town of Jackson employees are ALSO subject to the provisions of the Drug-Free Workplace Act of 1988 and the Town of Jackson Drug Free Workplace policy.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Designated Employer Representative (DER) **AND the Town of Jackson Personnel Director in writing** NO LATER than five (5) calendar days after such conviction.

Deleted: This policy provides ADDITIONAL provisions applicable to those safety-sensitive positions described in the attached "Annual Listing of Covered Employees".

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4. SEE the attached listing of Town of Jackson/START positions which are covered.

You are a covered employee if you perform any of the following:

Deleted: September 17, 2018

- Operating a revenue service vehicle, in or out of revenue service;
- Operating a non-revenue vehicle requiring a commercial driver's license;
- Controlling movement or dispatch of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service; or
- Carrying a firearm for security purposes.

Prohibited Behavior – Drug & Alcohol Use

Use of ILLEGAL drugs is prohibited at ALL times. ALL covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs shall include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

Any modifications to Part 40 regulations which require additional drugs or modifications to this list for testing shall be permitted and effective immediately without further policy amendment to ensure compliance.

ALL covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater in their system.

ALL covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or WHILE ON CALL to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty.

ALL covered employees are prohibited from misusing other legal drugs, including prescription medications. In addition, covered employees may not consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions and are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

The Town of Jackson shall not permit a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions until: (1) The employee's alcohol concentration measures less than 0.02; or (2) The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test. Except as provided in the first sentence of this paragraph, the Town of Jackson shall not take any action against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the Town of Jackson from taking any action otherwise consistent with law. Where a positive drug test is reported by the

Deleted: ANY MEASURABLE alcohol concentration in their system

Deleted: NO alcohol is permitted in employee's system at the time of reporting for duty.

Deleted: Following a positive drug and/or alcohol (Blood Alcohol Content (BAC) at or **above 0.02**) test result, the employee will be immediately removed from safety-sensitive duty.

Deleted: September 17, 2018

MRO, an employee has refused to test and/or the BAC level is at or above 0.04, the employee shall be referred to a Substance Abuse Professional (aka SAP as defined under the Part 40 regulations).

In addition, it is a violation of this policy for an employee to fail to report to testing as directed by their supervisor or DER and/or to fail to timely report an accident to their supervisor. These types of violations may result in consequences that may include termination at the sole discretion of the Town of Jackson.

Formatted: Font: Not Bold

Treatment/Discipline

Discipline will be at the sole discretion of the Town of Jackson but may include immediate termination. Expenses associated with evaluation, treatment and other conditions shall be in accordance with FMLA and other applicable policies, terms of insurance or at the discretion of the Town of Jackson.

Deleted: conditions for additional follow up testing, treatment and/or

Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. Employment in covered positions is conditional until the satisfaction of this requirement and the review and written acknowledgement of this drug and alcohol policy. If a pre-employment test is deemed cancelled by the medical review officer (MRO), or reported as dilute, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. When employees have had an employment separation or have been in-active and/or unavailable to perform safety-sensitive duties for ninety (90) days they may also be required to complete a new pre-employment drug test at the direction of the DER.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide satisfactory proof of having successfully completed a referral, evaluation, and/or a treatment plan meeting the SAP and DOT requirements. **Additionally, no applicant shall be eligible for employment within ninety (90) days of receiving a positive pre-employment test.**

When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the Town of Jackson's random selection pool during that time, the employee is required to take a pre-employment drug test with a verified negative result.

Formatted: Font: 12 pt

Reasonable Suspicion Testing

ALL covered employees shall be subject to a drug and/or alcohol test when the Town of Jackson has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing must be made by a trained supervisor or other trained Town of Jackson official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Deleted: September 17, 2018

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Time is of the essence toward the evaluation and completion of reasonable suspicion tests. Upon notification to the employee that reasonable suspicion testing is required, transportation to the collection site shall be arranged quickly. Failure to comply or to participate as directed by the collection site personnel will be considered a refusal to test.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Town of Jackson using the best information available at the time of the decision, will be tested. Such tests may be required in addition to those tests required of any investigating law enforcement officers to ensure compliance with Part 40 regulations and procedures.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, DOT drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident;
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident; or
- (3) The vehicle is a bus, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident.

The timely determination for necessary testing shall be made by the Dispatcher, Supervisor, the Transit Operations Manager, the Transit Director, Assistant Town Manager, Town Manager, or any other supervisory position that may exist in the Transit Department. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Town of Jackson using the best information available at the time of the decision, will be tested. Timely documentation of this decision shall occur.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. NOTE: nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are to be spread reasonably throughout the calendar year. Random testing shall be conducted at all times of the day when safety-sensitive functions are performed.

Annual testing rates shall meet or exceed the minimum annual percentage rate set each year by the FTA administrator. Selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator and may be performed at the direction of the Town by a third party administrator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site. Coordination for notification and testing shall be made with the assistance of the DER to ensure strict compliance and uninformed announcement.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. ALL tests will be conducted in accordance with 49 CFR Part 40, Subpart O. Such tests would be in addition to all other required tests including random, post-accident, etc.

Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. ALL testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

Deleted: Additional testing requirements may apply in other instances of positive tests and self-disclosure according to the Town of Jackson's Drug Free Workplace Policy and second chance agreements. These tests will be referred to as "Non-DOT" as they are not required by federal regulations although consistent standards for testing may apply.

Deleted: September 17, 2018

Testing Procedures

ALL FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Town of Jackson's DER.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has NOT refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has NOT refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Town of Jackson for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Town of Jackson's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to an SAP.

Voluntary Self-Referral

ANY employee who has a suspected or known drug and/or alcohol abuse problem may voluntarily self-refer/disclose to the DER, who will then refer the individual to a substance abuse counselor for evaluation and treatment. Self-referral or disclosure may not be made in an attempt to avoid completing a required and

noticed test(s). Such referral is permitted when an employee has not otherwise refused a drug or alcohol test which they have been directed to complete.

Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance. The DER will post and maintain a list of substance abuse contacts and resources for consideration by employees.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

Deleted: Additional monitoring and/or a second chance agreement may be required by the Town of Jackson to ensure the safety of the workplace.

NO ADA protections apply to employees who use illegal drugs or misuse prescriptions and alcohol resulting in impairment in the workplace.

Fitness for Duty & Prescription Drug Use

Fitness for duty is the responsibility of the employee. The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be carefully evaluated. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties. In addition, those employees whose duties require them to hold a current medical card and CDL must comply with those applicable regulations and the prescribing physician’s instructions for appropriate use of medications. Changes in an employee’s health conditions may also require updated evaluation by a qualified medical examiner and/or documentation as deemed necessary for the Town of Jackson to ensure safety of operations and in the workplace.

ALL medications brought into the workplace should be adequately secured for use only by the employee. In addition, it is recommended that they be brought in their original bottles with the employee’s name, description and use information should they become misplaced and/or for safety in the event of an accident and/or subsequent investigation.

Contact Person

For questions about Town of Jackson’s anti-drug and alcohol misuse program, contact the DER at START, the Alternate DER at Public Works, or the Personnel Director. Please refer to the annual addendum for specific staff names holding these positions and other applicable contact and testing information. Copies of applicable regulations and the Drug Free Workplace policy may also be obtained on the Town’s Intranet for employees.

Other Provisions & Construction

Additional procedures may be adopted in association with this policy and with the intent toward safety and the consistent and fair administration reflecting as practices. Examples include but are not limited to reasonable suspicion and post- accident evaluation and documentation checklists, post-accident procedures including evaluation of employee stand-down status, guidelines for evaluation of consequences on violations, random

Deleted: September 17, 2018

testing notifications and dilute testing, etc. Such procedures shall not be inconsistent with this policy as adopted and may be prepared or updated as needed from time to time.

Should any section of this policy make reference to vocabulary or process not clearly defined herein (example – substance abuse provider or SAP), it is the intent of this policy that employees and the Town of Jackson DER would seek those definitions and clarifications from 49 CFR Part 655 and Part 40 as amended as well as from any published written interpretations made available by the FTA or the Department of Transportation. Examples include “disabling damage.”

In the event any part of this policy shall become unenforceable by law or other legal proceedings, it is the intent that all remaining provisions shall remain in full force and effect.

Confidentiality

Confidentiality is essential in the administration of the Town of Jackson’s drug and alcohol testing program. Sensitivity to the privacy of employees is important and discretion will be exercised, however, it shall also be understood that testing is required and notifications will be made and often known in instances of random and post-accident testing. While personnel records are confidential, regulations may require the disclosure by the Town of Jackson of an employee’s drug and alcohol history and/or results and associated records to subsequent employers and regulators.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT:

PRESENTER: Roxanne Robinson

MEETING DATE: December 16, 2019

SUBJECT: DOT FMCSA Drug and Alcohol Policy Update

STATEMENT/PURPOSE

The Town Council approves the drug and alcohol testing policies for the Town of Jackson.

BACKGROUND/ALTERNATIVES

The Town of Jackson, and more specifically, START, was recently audited by the Federal Transit Administration (FTA) as a federal grant subrecipient through the Wyoming Department of Transportation (DOT) for compliance with the drug and alcohol testing requirements. This is the program under which all Commercial Drivers License (CDL) holders that carry passengers are drug and alcohol tested including random tests.

Courtney Schwartz, Administrative Assistant in START, did an excellent job meeting with the auditors and compiling all of the information they required in order to complete their report. As part of the audit, they also met with Lani Matthews of Advantage Testing who serves as our third party tester in the community. Their report noted several minor changes that need to be made to the drug testing policy, a few minor changes to our required training and record keeping, and some additional minor tweaks so that testing is randomly conducted 7 days/week and at all times of the day when the transit system is operating. But overall, our team is doing an excellent job in compliance with the regulations and this is evidenced by the minor items pointed out in the report.

Because the policy for Federal Motor Carrier Safety Administration (FMCSA) is identical to the FTA policy, updates are also being made to the DOT FMCSA Drug and Alcohol Policy and those changes are shown in the attached policy. Upon approval by the Town Council, the changes will be accepted and the policy will be posted and provided to employees according to the required regulations.

All three drug and alcohol policies are being presented for update and approval by the Town Council. Staff recommends the Town Council approve the updated DOT FMCSA Drug and Alcohol Policy as presented. The Council has several options.

1. Approve the updated DOT FMCSA Drug and Alcohol Policy as presented.
2. Discuss the changes and continue approval to a future Town Council meeting.

COMPREHENSIVE PLAN ALIGNMENT

Compliance with federally mandated drug and alcohol testing requirements for CDL holders and for all Town employees is in direct alignment with safely delivering quality services as set forth in Section 8. Quality Community Service Provision.

STAKEHOLDER ANALYSIS

The stakeholders involved include the citizens and guests to the community served by START Bus, the Public Works Department, and all departments within the Town of Jackson organization. Ensuring drivers and employees are free from drugs and alcohol while performing their duties and thereby ensuring the highest level of safety for both the citizens and property/equipment operated by the Town of Jackson is paramount.

Stakeholders also include the State of Wyoming in that we must remain compliant in order for federal funds to be passed through the State of Wyoming to the Town of Jackson.

FISCAL IMPACT

There is no direct fiscal impact to making the changes called for in the audit.

STAFF IMPACT

Staff impact is minimal to implement the required changes. Some supervisors may need to receive 1 additional hour of training once in their career with the Town in order to be fully compliant with regulations. Reproducing the revised policy, posting it, and making it available to employees will also be minimal.

LEGAL REVIEW

The legal review was conducted by the Federal Transit Administration.

ATTACHMENTS

DOT FMCSA Drug and Alcohol Policy.

RECOMMENDATION

Staff recommends the Town Council approve the updated DOT FMCSA Drug and Alcohol Policy as presented.

SUGGESTED MOTION

Should the Council be ready to take action staff suggests:

I move to approve the updated DOT FMCSA Drug and Alcohol Policy as presented.

Town of Jackson



DEPARTMENT OF TRANSPORTATION (DOT)- FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA)

Drug and Alcohol Policy

Effective Date and Adoption by Jackson Town Council: ~~December 16, 2019~~

Deleted: September 17, 2018

Deleted: September 17

Deleted: , 2018

Table of Contents

Purpose of Policy..... 3

Covered Employees..... 3

Prohibited Behavior – Drug & Alcohol Use 4

Consequences for Violations 4

Circumstances for Testing..... 5

Testing Procedures..... 8

Test Refusals 8

Voluntary Self-Referral..... 8

Fitness for Duty & Prescription Drug Use 9

Contact Person..... 9

Other Provisions & Construction 10

Confidentiality..... 10

Deleted: 7

Deleted: 7

Deleted: 9

Deleted: September 17

Deleted: , 2018

Purpose of Policy

This purpose of this policy is to comply with 49 Code of Federal Regulations (CFR) Part 382 (referenced as Part 382 hereinafter), as amended and 49 CFR Part 40 (referenced as Part 40 hereinafter), as amended. Copies of these applicable regulations are available in the drug and alcohol program managers' offices at Southern Teton Area Rapid Transit (START) or Public Works and/or from the Town of Jackson's Personnel Director and can be found online at the Department of Transportation's website. This requirement is to assure fitness for duty and to protect our workplace including the employees and the public from the risk posed by the misuse of alcohol and use of prohibited and illegal drugs.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 382.

Portions of this policy are not Department of Transportation (DOT)-mandated, but reflect Town of Jackson policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FMCSA.

It is important to understand that ALL Town of Jackson employees are ALSO subject to the provisions of the Drug-Free Workplace Act of 1988 and the Town of Jackson Drug Free Workplace policy.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Designated Employer Representative (DER) **AND the Town of Jackson Personnel Director in writing** NO LATER than five (5) calendar days after such conviction.

Deleted: This policy provides ADDITIONAL provisions applicable to those safety-sensitive positions described below under "Covered Employees".

Covered Employees

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL), every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.

Under Federal Motor Carrier Safety Administration (FMCSA) (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL;

Formatted: Font: (Default) +Body (Calibri), 11 pt

Formatted: Normal, No bullets or numbering

Deleted: September 17

Deleted: , 2018

- Waiting to be dispatched to operate a commercial motor vehicle;
- Inspecting, servicing, or conditioning any commercial motor vehicle;
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth);
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded; and
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Behavior – Drug & Alcohol Use

Use of ILLEGAL drugs is prohibited at ALL times. ALL covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs shall include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

Any modifications to Part 40 regulations which require additional drugs or modifications to this list for testing shall be permitted and effective immediately without further policy amendment to ensure compliance.

ALL covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater in their system.

ALL covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or WHILE ON CALL to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty.

ALL covered employees are prohibited from misusing other legal drugs, including prescription medications. In addition, covered employees may not consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions and are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

The Town of Jackson shall not permit a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions until: (1) The employee's alcohol concentration measures less than 0.02; or (2) The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test. Except as provided in the first sentence of this paragraph, the Town of Jackson shall not take any action against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the Town of

Deleted: ANY MEASURABLE alcohol concentration in their system

Deleted: NO alcohol is permitted in employee's system at the time of reporting for duty.

Deleted: Following a positive drug and/or alcohol (Blood Alcohol Content (BAC) at or **above 0.02**) test result, the employee will be immediately removed from safety-sensitive duty.

Deleted: September 17

Deleted: , 2018

Jackson from taking any action otherwise consistent with law. Where a positive drug test is reported by the Medical Review Officer (MRO), an employee has refused to test and/or the BAC level is at or above 0.04, the employee shall be referred to a Substance Abuse Professional (aka SAP as defined under the Part 40 regulations).

In addition, it is a violation of this policy for an employee to fail to report to testing as directed by their supervisor or DER and/or to fail to timely report an accident to their supervisor. These types of violations may result in consequences that may include termination at the sole discretion of the Town of Jackson.

Formatted: Font: Not Bold

Treatment/Discipline

Discipline will be at the sole discretion of the Town of Jackson but may include immediate termination. Expenses associated with evaluation, treatment and other conditions shall be in accordance with FMLA and other applicable policies, terms of insurance or at the discretion of the Town of Jackson.

Deleted: conditions for additional follow up testing, treatment and/or

Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. Employment in covered positions is conditional until the satisfaction of this requirement and the review and written acknowledgement of this drug and alcohol policy. If a pre-employment test is deemed cancelled by the medical review officer (MRO), or reported as dilute, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. When employees have had an employment separation or have been in-active and/or unavailable to perform safety-sensitive duties for ninety (90) days they may also be required to complete a new pre-employment drug test at the direction of the DER.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide satisfactory proof of having successfully completed a referral, evaluation, and/or a treatment plan meeting the SAP and DOT requirements. **Additionally, no applicant shall be eligible for employment within ninety (90) days of receiving a positive pre-employment test.**

When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the Town of Jackson's random selection pool during that time, the employee is required to take a pre-employment drug test with a verified negative result.

Reasonable Suspicion Testing

ALL covered employees shall be subject to a drug and/or alcohol test when the Town of Jackson has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing must be made by a trained supervisor or other trained Town of Jackson

Deleted: September 17

Deleted: , 2018

official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Time is of the essence toward the evaluation and completion of reasonable suspicion tests. Upon notification to the employee that reasonable suspicion testing is required, transportation to the collection site shall be arranged quickly. Failure to comply or to participate as directed by the collection site personnel will be considered a refusal to test.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the commercial vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Town of Jackson using the best information available at the time of the decision, will be tested. Such tests may be required in addition to those tests required of any investigating law enforcement officers to ensure compliance with Part 40 regulations and procedures.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, DOT drug and alcohol tests will be conducted on each covered employee operating the commercial vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident; or
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

The timely determination for necessary testing shall be made by a Public Works Manager, the Director of Public Works, the Assistant Director of Public Works, the Assistant Town Manager, the Town Manager, or any other supervisory position that may exist in the Public Works Department. Timely documentation of this decision shall occur.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. NOTE: nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are to be spread reasonably throughout the calendar year. Random testing shall be conducted at all times of the day when safety-sensitive functions are performed.

Annual testing rates shall meet or exceed the minimum annual percentage rate set each year by the FMCSA administrator. Selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator and may be performed at the direction of the Town by a third party administrator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site. Coordination for notification and testing shall be made with the assistance of the DER to ensure strict compliance and uninformed announcement.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. ALL tests will be conducted in accordance with 49 CFR Part 40, Subpart O. Such tests would be in addition to all other required tests including random, post-accident, etc.

Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. ALL testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

Deleted: Additional testing requirements may apply in other instances of positive tests and self-disclosure according to the Town of Jackson's Drug Free Workplace Policy and second chance agreements. These tests will be referred to as "Non-DOT" as they are not required by federal regulations although consistent standards for testing may apply.

Deleted: September 17

Deleted: , 2018

Testing Procedures

ALL FMCSA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Town of Jackson's DER.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has NOT refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has NOT refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Town of Jackson for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Town of Jackson's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to an SAP.

Voluntary Self-Referral

ANY employee who has a suspected or known drug and/or alcohol abuse problem may voluntarily self-refer/disclose to the DER, who will then refer the individual to a substance abuse counselor for evaluation and

Deleted: September 17

Deleted: , 2018

treatment. Self-referral or disclosure may not be made in an attempt to avoid completing a required and noticed test(s). Such referral is permitted when an employee has not otherwise refused a drug or alcohol test which they have been directed to complete.

Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance. The DER will post and maintain a list of substance abuse contacts and resources for consideration by employees.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

NO ADA protections apply to employees who use illegal drugs or misuse prescriptions and alcohol resulting in impairment in the workplace.

Deleted: Additional monitoring and/or a second chance agreement may be required by the Town of Jackson to ensure the safety of the workplace.

Fitness for Duty & Prescription Drug Use

Fitness for duty is the responsibility of the employee. The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be carefully evaluated. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties. In addition, those employees whose duties require them to hold a current medical card and CDL must comply with those applicable regulations and the prescribing physician's instructions for appropriate use of medications. Changes in an employee's health conditions may also require updated evaluation by a qualified medical examiner and/or documentation as deemed necessary for the Town of Jackson to ensure safety of operations and in the workplace. See Part 382.213.

ALL medications brought into the workplace should be adequately secured for use only by the employee. In addition, it is recommended that they be brought in their original bottles with the employee's name, description and use information should they become misplaced and/or for safety in the event of an accident and/or subsequent investigation.

Contact Person

For questions about Town of Jackson's anti-drug and alcohol misuse program, contact the DER at START, the Alternate DER at Public Works, or the Personnel Director. Please refer to the annual addendum for specific staff names holding these positions and other applicable contact and testing information. Copies of applicable regulations and the Drug Free Workplace policy may also be obtained on the Town's Intranet for employees.

Deleted: September 17

Deleted: , 2018

Other Provisions & Construction

Additional procedures may be adopted in association with this policy and with the intent toward safety and the consistent and fair administration reflecting as practices. Examples include but are not limited to reasonable suspicion and post-accident evaluation and documentation checklists, post-accident procedures including evaluation of employee stand-down status, guidelines for evaluation of consequences on violations, random testing notifications and dilute testing, etc. Such procedures shall not be inconsistent with this policy as adopted and may be prepared or updated as needed from time to time.

Should any section of this policy make reference to vocabulary or process not clearly defined herein (example – substance abuse provider or SAP), it is the intent of this policy that employees and the Town of Jackson DER would seek those definitions and clarifications from 49 CFR Part 382 and Part 40 as amended as well as from any published written interpretations made available by the FMCSA or the Department of Transportation. Examples include “disabling damage.”

In the event any part of this policy shall become unenforceable by law or other legal proceedings, it is the intent that all remaining provisions shall remain in full force and effect.

Confidentiality

Confidentiality is essential in the administration of the Town of Jackson’s drug and alcohol testing program. Sensitivity to the privacy of employees is important and discretion will be exercised, however, it shall also be understood that testing is required and notifications will be made and often known in instances of random and post-accident testing. While personnel records are confidential, regulations may require the disclosure by the Town of Jackson of an employee’s drug and alcohol history and/or results and associated records to subsequent employers and regulators.

Deleted: September 17

Deleted: , 2018



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT:

PRESENTER: Roxanne Robinson

MEETING DATE: December 16, 2019

SUBJECT: Drug Free Workplace Policy Manual Amendment

STATEMENT/PURPOSE

The Town Council approves all Policy Manual amendments for the Town of Jackson.

BACKGROUND/ALTERNATIVES

The Town of Jackson, and more specifically, START, was recently audited by the Federal Transit Administration (FTA) as a federal grant subrecipient through the Wyoming Department of Transportation (DOT) for compliance with the drug and alcohol testing requirements. This is the program under which all Commercial Drivers License (CDL) holders that carry passengers are drug and alcohol tested including random tests.

Courtney Schwartz, Administrative Assistant in START, did an excellent job meeting with the auditors and compiling all of the information they required in order to complete their report. As part of the audit, they also met with Lani Matthews of Advantage Testing who serves as our third party tester in the community. Their report noted several minor changes that need to be made to the drug testing policy, a few minor changes to our required training and record keeping, and some additional minor tweaks so that testing is randomly conducted 7 days/week and at all times of the day when the transit system is operating. But overall, our team is doing an excellent job in compliance with the regulations and this is evidenced by the minor items pointed out in the report.

Because the policy for Drug Free Workplace contains some similar language to the FTA policy, updates are also being made to this section of the Policy Manual related to drug and alcohol testing and those changes are shown in the attached document. Upon approval by the Town Council, the changes will be accepted and the policy will be posted and provided to employees.

All three drug and alcohol policies are being presented for update and approval by the Town Council. Staff recommends the Town Council approve the updated Drug Free Workplace and Employee Assistance Policy as presented. The Council has several options.

1. Approve the updated Drug Free Workplace and Employee Assistance Policy as presented.
2. Discuss the changes and continue approval to a future Town Council meeting.

COMPREHENSIVE PLAN ALIGNMENT

Compliance with federally mandated drug and alcohol testing requirements for CDL holders and for all Town employees is in direct alignment with safely delivering quality services as set forth in Section 8. Quality Community Service Provision.

STAKEHOLDER ANALYSIS

The stakeholders involved include the citizens and guests to the community served by START Bus, the Public Works Department, and all departments within the Town of Jackson organization. Ensuring drivers and employees are free from drugs and alcohol while performing their duties and thereby ensuring the highest level of safety for both the citizens and property/equipment operated by the Town of Jackson is paramount.

Stakeholders also include the State of Wyoming in that we must remain compliant in order for federal funds to be passed through the State of Wyoming to the Town of Jackson.

FISCAL IMPACT

There is no direct fiscal impact to making the changes called for in the audit.

STAFF IMPACT

Staff impact is minimal to implement the required changes. Some supervisors may need to receive 1 additional hour of training once in their career with the Town in order to be fully compliant with regulations. Reproducing the revised policy, posting it, and making it available to employees will also be minimal.

LEGAL REVIEW

The legal review was conducted by the Federal Transit Administration.

ATTACHMENTS

Section 7, Drug Free Workplace and Employee Assistance.

RECOMMENDATION

Staff recommends the Town Council approve the updated Drug Free Workplace and Employee Assistance Policy as presented.

SUGGESTED MOTION

Should the Council be ready to take action staff suggests:

I move to approve the updated Drug Free Workplace and Employee Assistance Policy as presented.

SECTION 7 - DRUG FREE WORKPLACE AND EMPLOYEE ASSISTANCE

701. Purpose

The Town of Jackson is dedicated to providing a safe, secure, and productive workplace and to protect employees and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. The use of controlled substances is inconsistent with the behavior expected of all employees, poses unacceptable safety risks, and undermines the Town of Jackson's ability to operate effectively and efficiently. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and a healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; and (3) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties. All employees covered by Wyoming Worker's Compensation shall comply with these provisions.

Employees are hereby informed of the federal Drug-Free Workplace Act and a notice and link to information on this act is available on the Town of Jackson Intranet. The Town of Jackson shall indicate that employees are subject to drug free workplace testing on all vacancy announcements.

The Town of Jackson shall provide 60 days notice to all current employees for any newly implemented substance abuse testing program prior to implementation. This substance abuse testing policy will be posted in appropriate and conspicuous locations on Town of Jackson premises as well as on the Town of Jackson Intranet site. Copies of this substance abuse testing policy are available in the Personnel Director's office.

702. Types of Tests

Pre-Employment, Reasonable Suspicion, and Post Accident testing shall be conducted on all employees covered by Wyoming Worker's Compensation. Random testing shall also be conducted on those employees required to hold and maintain a Commercial Drivers License (CDL) and covered by the Federal Transit Authority (FTA) or the Federal Motor Carrier Safety Administration (FMCSA). To the extent permitted by law, random testing shall be conducted, at a minimum, on twenty percent (20%) of the average staff on an annual basis.

703. Employee Training

The Town of Jackson shall provide training to employees related to a drug free workplace. Non-supervisors shall attend one (1) hour of employee substance abuse training per year. Supervisors shall attend at least two (2) hours of supervisor substance abuse training per year. Supervisors shall receive training to encompass at least sixty (60) minutes on alcohol misuse and at least sixty (60) minutes on drug use. Training shall include physical, behavioral, speech and performance indicators of probable alcohol and drug use. The Town shall retain training records that document attendee signatures, dates and training topics.

All covered employees are required to submit to drug and alcohol tests as a condition of employment.

704. Manufacture, Distribution, Dispensation, Possession and Convictions

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Designated Employer Representative (DER) and the Town of Jackson Personnel Director in writing no later than five (5) calendar days after such conviction.

The Town strictly prohibits the manufacture, distribution, dispensation, possession or use of alcohol on any Town premises, or during working hours. This prohibition includes Town-owned vehicles or personal vehicles being used for Town business or parked on Town property. In addition, the Town strictly prohibits any employee from reporting for or being at work while under the influence of alcohol or any controlled substance. This includes breaks or meals, paid or unpaid that cross over the workday.

The only exceptions to this policy are:

1. Alcohol use on Town property, such as public parks, either at a Town sanctioned or private event outside of working hours.
2. Alcohol use on Town property, such as Town owned employee housing units.
3. Legally prescribed medications as set forth in Section 713 of this policy.

705. Covered Employees

This policy applies to every person covered by Wyoming Worker's Compensation.

706. Prohibited Behavior – Drug & Alcohol Use

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in 49 Code of Federal Regulations (CFR) Part 40 (referenced as Part 40 hereinafter). Prohibited drugs shall include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

Any modifications to Part 40 regulations which require additional drugs or modifications to this list for testing shall be permitted and effective immediately without further policy amendment to ensure compliance.

All covered employees are prohibited from working while having any measurable alcohol concentration in their system. The only exception is a specifically assigned employee that is required to perform work by organizing, overseeing, and attending an after hours 'state' dinner/event, legislative dinner/event, or similar type of after hours gathering as approved by the Assistant Town Manager or Town Manager for each specific event. Other employees attending these events would not be considered working.

All covered employees are prohibited from consuming alcohol while working. The only exception is a specifically assigned employee that is required to perform work by organizing, overseeing, and attending an after hours 'state' dinner/event, legislative dinner/event, or similar type of after hours gathering as approved by the Assistant Town Manager or Town Manager for each specific event. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. No alcohol is permitted in employee's system at the time of reporting for duty.

All covered employees are prohibited from misusing other legal drugs, including prescription medications. In addition, covered employees may not consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions and are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

707. Consequences for Violations

Following a positive drug and/or alcohol (Blood Alcohol Content (BAC) at or above 0.02) test result, the employee will be immediately removed from safety-sensitive duty. Where a positive drug test is reported by the Medical Review Officer (MRO), an employee has refused to test and/or the BAC level is at or above 0.04, the employee shall be referred to a Substance Abuse Professional (aka SAP as defined under the Part 40 regulations).

In addition, it is a violation of this policy for an employee to fail to report to testing as directed by their supervisor or DER and/or to fail to timely report an accident to their supervisor.

These types of violations may result in consequences that may include termination at the sole discretion of the Town of Jackson.

Employees with a positive confirmed test result shall provide a written notification/statement to the Town of Jackson within five (5) business days of that positive confirmed test result. The statement must explain the results or provide reasons for contesting the results.

708. Treatment/Discipline

Discipline will be at the sole discretion of the Town of Jackson but may include conditions for additional follow up testing, treatment and/or immediate termination. Expenses associated with evaluation, treatment and other conditions shall be in accordance with the Family and Medical Leave Act (FMLA) and other applicable policies, terms of insurance or at the discretion of the Town of Jackson.

709. Circumstances for Testing

1. Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. Employment in covered positions is conditional until the satisfaction of this requirement and the review and written acknowledgement of this drug and alcohol policy. If a pre-employment test is deemed cancelled by the MRO, or reported as dilute, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. When employees have had an employment separation or have been in-active and/or unavailable to perform work for ninety (90) days they may also be required to complete a new pre-employment drug test at the direction of the Personnel Director.

A covered employee or applicant who has previously failed or refused a pre-employment drug and/or alcohol test must provide satisfactory proof of having successfully completed a referral, evaluation, and/or a treatment plan meeting the SAP and DOT requirements. Additionally, no applicant shall be eligible for employment within ninety (90) days of receiving a positive pre-employment test.

2. Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the Town of Jackson has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing must be made by a trained supervisor or other trained Town of Jackson official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug or alcohol testing any time while on duty.

Time is of the essence toward the evaluation and completion of reasonable suspicion tests. Upon notification to the employee that reasonable suspicion testing is required, transportation to the collection site shall be arranged quickly. Failure to comply or to participate as directed by the collection site personnel will be considered a refusal to test.

3. Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

a. Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee involved in the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Town of Jackson using the best information available at the time of the decision, will be tested. Such tests may be required in addition to those tests required of any investigating law enforcement officers to ensure compliance with Part 40 regulations and procedures.

b. Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee involved in the accident if at least one of the following conditions is met:

- i. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident;
- ii. One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident;

The timely determination for necessary testing shall be made by the appropriate supervisor. The Annual Policy Addendum that is updated each year shall list each position and shall indicate which supervisor can make the timely determination for necessary testing. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Town of Jackson using the best information available at the time of the decision, will be tested. Timely documentation of this decision shall occur.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. NOTE: nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

4. Random Testing

As noted above, random testing shall be conducted on those employees required to hold and maintain a CDL and covered by the FTA or the FMCSA. To the extent permitted by law, random testing shall be conducted, at a minimum, on twenty percent (20%) of the average CDL staff on an annual basis. Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are to be spread reasonably throughout the calendar year. Random testing shall be conducted at all times of the day when safety-sensitive functions are performed.

Selection of CDL employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator and may be performed at the direction of the Town by a third party administrator. Under the selection process used, each CDL employee will have an equal chance of being tested each time selections are made.

A covered CDL employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A CDL covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered CDL employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site. Coordination for notification and testing shall be made with the assistance of the DER to ensure strict compliance and uninformed announcement.

5. Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O. Such tests would be in addition to all other required tests including random, post-accident, etc.

6. Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

710. Testing Procedures

All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

711. Test Refusals

As a covered employee, you have refused to test if you:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Town of Jackson's DER.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has NOT refused to test.
3. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has NOT refused to test.

Deleted: Additional testing requirements may apply in other instances of positive tests and self-disclosure according to the Town of Jackson's Drug Free Workplace Policy and second chance agreements. These tests will be referred to as "Non-DOT" as they are not required by federal regulations although consistent standards for testing may apply.

4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
6. Fail or decline to take a second test as directed by the collector or Town of Jackson for drug testing.
7. Fail to undergo a medical evaluation as required by the MRO or Town of Jackson's DER.
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to an SAP.

712. Voluntary Self-Referral and Employee Assistance

Any employee who has a suspected or known drug and/or alcohol abuse problem may voluntarily self-refer/disclose to the DER, who will then refer the individual to a substance abuse counselor for evaluation and treatment. Self-referral or disclosure may not be made in an attempt to avoid completing a required and noticed test(s). Such referral is permitted when an employee has not otherwise refused a drug or alcohol test which they have been directed to complete.

Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance. The DER will post and maintain a list of substance abuse contacts and resources for consideration by employees.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program. ▼

No ADA protections apply to employees who use illegal drugs or misuse prescriptions and alcohol resulting in impairment in the workplace.

A resource list of programs, people, entities and organizations designed to assist employees with personal or behavioral problems is provided as part of the Annual Policy Addendum and is posted on the Town of Jackson's Intranet site and also available from the Southern Teton Area Rapid Transit (START) administrative offices, the Public Works administrative offices, the Personnel Director, and the Town Hall administrative offices.

Deleted: Additional monitoring and/or a second chance agreement may be required by the Town of Jackson to ensure the safety of the workplace.

713. Fitness for Duty & Prescription Drug Use

Fitness for duty is the responsibility of the employee. The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be carefully evaluated. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties. In addition, those employees whose duties require them to hold a current medical card and CDL must comply with those applicable regulations and the prescribing physician's instructions for appropriate use of medications. Changes in an employee's health conditions may also require updated evaluation by a qualified medical examiner and/or documentation as deemed necessary for the Town of Jackson to ensure safety of operations and in the workplace.

All medications brought into the workplace should be adequately secured for use only by the employee. In addition, it is recommended that they be brought in their original bottles with the employee's name, description and use information should they become misplaced and/or for safety in the event of an accident and/or subsequent investigation.

714. Contact Person

For questions about the Town of Jackson's anti-drug and alcohol misuse program, contact the DER, the Alternate DER, or the Personnel Director. Please refer to the annual addendum for specific staff names holding these positions and other applicable contact and testing information. Copies of applicable regulations may also be obtained on the Town's Intranet for employees.

715. Other Provisions & Construction

Additional procedures may be adopted in association with this policy and with the intent toward safety and the consistent and fair administration reflecting as practices. Examples include but are not limited to reasonable suspicion and post-accident evaluation and documentation checklists, post-accident procedures including evaluation of employee stand-down status, guidelines for evaluation of consequences on violations, random testing notifications and dilute testing, etc. Such procedures shall not be inconsistent with this policy as adopted and may be prepared or updated as needed from time to time.

Should any section of this policy make reference to vocabulary or process not clearly defined herein (example – substance abuse provider or SAP), it is the intent of this policy that employees and the Town of Jackson DER would seek those definitions and clarifications from 49 CFR Part 655 and Part 40 as amended as well as from any published written interpretations made available. Examples include "disabling damage."

In the event any part of this policy shall become unenforceable by law or other legal proceedings, it is the intent that all remaining provisions shall remain in full force and effect.

716. Confidentiality

Confidentiality is essential in the administration of the Town of Jackson's drug and alcohol testing program. Sensitivity to the privacy of employees is important and discretion will be exercised, however, it shall also be understood that testing is required and notifications will be made and often known in instances of random and post-accident testing. While personnel records are confidential, regulations may require the disclosure by the Town of Jackson of an employee's drug and alcohol history and/or results and associated records to subsequent employers and regulators.

An exhibit to this policy titled Annual Policy Addendum will be posted on the Town of Jackson's Intranet site that is updated annually that includes the name and contact information of the DER, the Alternate DER, the MRO, the Testing Lab, the Third Party Administrator, employee education information available, annual random testing rates and the drugs or drug metabolites that are tested, and links to websites providing resources to employees regarding drug abuse, alcoholics anonymous, drug facts, treatment centers, alcoholism help centers and helplines. This Annual Policy Addendum is also available from the START administrative offices, the Public Works administrative offices, the Personnel Director, and the Town Hall administrative offices.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT:

PRESENTER: Todd Smith

MEETING DATE: February 4, 2019

SUBJECT: MOU with Sublette County for Airport Security Assistance

STATEMENT/PURPOSE

The Town Council is asked to ratify the Mutual Aid Assistance Agreement Memorandum of Understanding (MOU) between the Jackson Police Department and the Sublette County Sheriff's Office.

BACKGROUND/ALTERNATIVES

In 2018 and earlier in 2019, the Town entered into an MOU with Lincoln County to help fulfill our Airport security duties and meet our contractual obligations to the Airport. This occurred during a period when the Jackson Police Department was experiencing a shortage of officers due to departures and also due to a number of officers being at the Police Academy. The Town finds itself in a similar situation with four vacancies currently on staff, an officer scheduled to attend the academy starting in December, and no one currently in the background phase of our hiring process. Because we were only able to secure 2 officers from Lincoln County, Chief Smith reached out to Sublette County with the same request and they are willing to provide officers for Airport duties as well. This assistance is invaluable in meeting our obligations and reducing overtime burnout from our current cadre of officers on our team.

Staff is asking for Council ratification of this agreement to again provide temporary assistance.

COMPREHENSIVE PLAN ALIGNMENT

Maintaining our current service levels is identified in Section 8, Quality Community Service Provision and specifically in Policy 8.1.a. In order for the Town to meet our obligations for safety at the Airport, with our current staffing levels, it is necessary to reach out and ask for assistance where appropriate.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include members of the Jackson Police Department, Airport operations, residents and guests to our community needing to utilize the Jackson Hole Airport, the Town of Jackson organization and the Sublette County Sheriff's Office.

FISCAL IMPACT

The fiscal impact of this MOU will depend on the number of hours worked by members of the Sublette County Sheriff's Office. Because the Town has a contract with the Airport to provide these services, there should be no negative impact on the Town of Jackson budget.

STAFF IMPACT

The staff impact of having assistance from the Sublette County Sheriff's Office is positive and significant. It allows our law enforcement team to focus on covering the schedule within the Town limits and avoid burnout from excessive hours worked. This assistance allows the Police Department to maintain sufficient coverage in the schedule to protect the safety and welfare of our officers while on duty in Town.

LEGAL REVIEW

Complete.

ATTACHMENTS

Executed Mutual Aid Assistance Memorandum of Understanding with Sublette County Sheriff's Office.

RECOMMENDATION

Staff recommends the Town Council approve the Mutual Aid Assistance MOU as presented.

SUGGESTED MOTION

I move to approve the Mutual Aid Assistance MOU as presented.

Jackson Police Department Town of Jackson, Wyoming

Temporary Law Enforcement

Mutual-Aid Assistance Agreement Memorandum of Understanding (MOU)

Consisting of three (3) pages

Between the:

Sublette County Sheriff's Office, Sublette County Wyoming

P.O. Box 701 35 ½ South Tyler Ave., Pinedale, Wyoming 82941

to provide law enforcement services to the:

Jackson Police Department, Town of Jackson, Wyoming

P.O. Box 1687 Jackson, Wyoming 830001

Whereas the undersigned assisting agency, the Sublette County Sheriff's Office, recognizes that critical incidents, natural disasters and other law enforcement events may overextend the available resources of individual law enforcement agencies within our State; and whereas the undersigned assisting agency (the Sublette County Sheriff's Office) wishes to cooperate in providing public safety services with other municipalities and counties in the State of Wyoming to help ensure the safety of residents and visitors within our State.

Now, therefore it is hereby agreed by and between the undersigned assisting agency (Sublette County Sheriff's Office) and the (Jackson Police Department) that the undersigned assisting agency (Sublette County Sheriff's Office) will provide the following described assistance to the (Jackson Police Department, Town of Jackson, Wyoming):

SERVICES - Uniformed sworn-deputies to assist with law enforcement related duties in association with the Jackson Hole Airport, which contracts with the Jackson Police Department to provide said services to the Jackson Hole Airport Board of Directors.

The duties shall include, but are not limited to:

DUTIES - Provide a presence at the Jackson Hole Airport facility to help deter criminal offenses, deter potential terrorism, general security of the facility and secure areas, respond to

alarms when secure areas are breached, assist TSA agents at the security screening checkpoint as needed, arrest criminal offenders as necessary, provide assistance to the public as necessary, and address ground transportation related complaints on the airport property as necessary.

SCHEDULE – It is imperative that deputies assigned to work this detail arrive at the schedule time to allow the TSA checkpoint to operate. Federal law prohibits the TSA checkpoint from opening to allow the boarding of planes if the law enforcement officer (LEO) is not present. Typical schedules will be (dayshift) 5:00 a.m. to 12:00 p.m. or (afternoon shift) 12:00 p.m. to 7:00 p.m. Typical shifts may be available Monday through Sunday of each week and shall be pre-arranged between the (Jackson Police Department) and the (Sublette County Sheriff's Department).

COMPENSATION – The (Jackson Police Department, Town of Jackson, Wyoming) agrees to pay the (Sublette County Sheriff's Office) the sum of \$55.00 per hour for each hour worked at the Jackson Hole Airport and for one (1) hour of travel from Sublette County to the airport facility and one (1) hour of travel from the airport facility back to Sublette County for each shift worked.

BILLING -The (Sublette County Sheriff's Office) shall invoice the (Jackson Police Department, Town of Jackson, Wyoming) monthly for the hours and travel time worked. In turn, the (Jackson Police Department, Town of Jackson, Wyoming) shall send a check to the (Sublette County Sheriff's Office) within thirty (30)-days or less to pay the invoice.

EQUIPMENT- The (Sublette County Sheriff's Office) agrees to provide uniforms, firearms, vehicles, and fuel for the assignment. The (Jackson Police Department) agrees to provide a 2-way radio for communication, office space and internet access at the airport facility.

REPORTING RELATIONSHIP – The (Sublette County Sheriff's Office) deputy assigned to the airport will have a reporting relationship to the (Jackson Police Department) on-duty supervisor for questions, concerns, scheduling, and law enforcement assistance. The (Sublette County Sheriff's Office) deputy will have a reporting relationship to the command staff of the (Sublette County Sheriff's Office) for all other related matters. Any personnel related matters shall be addressed by the (Sublette County Sheriff's Office) with their deputy, to include workers compensation and/ or liability claims that could arise.

AUTHORITY- The (Jackson Police Department) Chief of Police shall ensure that all

(Sublette County Sheriff's Office) deputies participating in this MOU shall be duly sworn in as Town of Jackson, Wyoming Police Officers for purposes of enforcing Wyoming State Statutes and Town of Jackson Municipal Codes as they relate to the Jackson Hole Airport assignment, to include powers of arrest.

This agreement is hereby entered in to as authorized under the guidelines established by Wyoming Statute 7-2-106, which allows for an MOU to be created between Wyoming law enforcement agencies for the purposes of providing mutual-aid assistance as necessary.

This agreement will commence on the date of signing and will terminate at the time when the need for assistance has been resolved as agreed upon by the Chief of the Jackson Police Department and the Sheriff of the Sublette County Sheriff's Office.

ASSISTING AGENCY - SUBLETTE COUNTY WYOMING SHERIFF'S DEPT.

REQUESTING AGENCY - JACKSON WYOMING POLICE DEPARTMENT

Jackson Police Department

By: [Signature] Chief of Police Date 11/20/2019

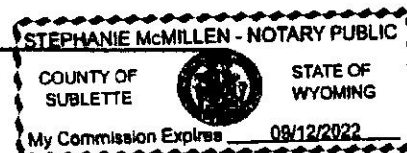
NOTARY: Signature [Signature] Date 11/20/2019

Sublette County Sheriff's Department

By: [Signature] Sheriff Date 11/20/2019



NOTARY: Signature [Signature] Date 11.20.19





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: February 4, 2019

SUBJECT: 2020 Rodeo Dates and 2019 Annual Rodeo Report

STATEMENT/PURPOSE

The Town Council approves the requested rodeo dates for the upcoming season, receives the annual rodeo report from the previous season and also entertains any changes to the Rodeo Concession Agreement. Teton County serves as the Administrative Authority for the Town of Jackson regarding the rodeo concession.

BACKGROUND/ALTERNATIVES

Rodeo Dates

Pursuant to Section 3 of the Rodeo Concession Agreement, the Administrative Authority and the Concessionaire must submit a schedule for the following Rodeo Season no later than September 25. The Town Council must then approve the schedule by October 31 of each year. The reason for the early approval of the dates is to allow marketing and production materials and schedules to be finalized. The 2020 requested rodeo dates were submitted on September 24, 2019 and the Concessionaire was comfortable waiting until the annual report was also completed and submitted for the dates to be acted upon.

The Concession Agreement states that the Rodeo Events shall be produced on Wednesday and Saturday nights between the Friday of Memorial Weekend through the day after Labor Day plus July 4th. The Town Council has the ability to remove one Wednesday or one Saturday night rodeo from this schedule. Additionally the rodeo *may* be produced on 8 additional dates during the term of the agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire and as approved by the Town Council.

All dates being proposed for the 2020 season have been agreed to except for June 27 which falls during the World Series of Roping. The Administrative Authority is recommending that the rodeo on June 27 be canceled to allow the World Series of Roping to occur without conflicting uses on the grounds. The Concessionaire is opposed to the loss of June 27 for a rodeo. The Administrative Authority would support an alternate date to substitute for June 27. Should the Council choose not to approve the June 27 rodeo, the concessionaire has proposed September 4, 2020 and the Administrative Authority is also amenable to this date. The Saturday rodeo during the World Series of Roping was removed from the schedule in 2017, 2018, and 2019 and an alternate date was approved by the Town Council.

Points for the Council to consider:

- Consistency in rodeo dates for participants and spectators of the rodeo.
- Revenue generation for Concessionaire.
- Revenue generation for the Administrative Authority for World Series of Roping Fees.
- Event tourism generated by World Series of Roping participants (restaurants, shopping, some hotels, etc.)
- Support for the Administrative Authority as Town's designated administrator of the grounds.
- Support for Concessionaire as Town's designated rodeo concessionaire.
- The elimination of one more special event in the community during an already busy summer.

There are fiscal ramifications to the rescheduling of the rodeo and also to the withdrawal of the World Series of Roping being held in Jackson. The Concessionaire would lose a significant amount of revenue from the

cancellation of this Saturday from the rodeo schedule. The Concessionaire pays out over \$8000 in wages to their employees every rodeo night. Last year, during this busy time in the summer, they ended up paying out over \$11,000 to their contestants. They have also pointed out that 90% of their contestants are local and likely spend their money locally. During this time, they usually have approximately 1500 spectators to each rodeo and those spectators also spend restaurant and lodging money while in Town.

There are also fiscal ramifications to not holding the World Series of Roping. The Administrative Authority would lose approximately \$14,000 in facility and stock pen fees plus \$5000 in rental fees should the World Series of Roping move their event to another community. Additionally, there would likely be a loss in sales tax revenue to the Town and County should the event be relocated to another community due to the participants eating at restaurants and shopping in Jackson. Some event participants camp overnight at the grounds with their livestock and others stay offsite in hotels.

There are merits to approval and to denial of this rodeo date. Staff recommends approval of the dates as proposed by the Administrative Authority.

2019 Rodeo Report

Pursuant to Section 2 of the Rodeo Concession Agreement, the rodeo Concessionaire and the Administrative Authority are to meet to discuss the previous season's rodeo operations and jointly prepare and jointly execute a report for submission to the Town Council and, if necessary, recommend amendments to the Rodeo Concession Agreement. The Agreement also states that priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority with the intent being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto. The 2019 report is attached to this staff report and changes to the Rodeo Concession Agreement are being recommended.

The Administrative Authority (Teton County) serves as the Town's agent in managing the rodeo concession and they have met with the Wilsons to discuss and review the season. The Wilsons do a great job in producing a quality rodeo for the community and Teton County and its employees are diligent and responsible in their management of the grounds and implementing the requirements in the agreement.

Those amendments that are jointly endorsed are included in the attached DRAFT Rodeo Concession Agreement and shown as tracked changes. Jointly endorsed amendments are also included in the Amendment No One to Rodeo Concession Agreement. The jointly endorsed changes included in the DRAFT agreement and the Amendment are summarized below:

1. Section 2 TERM, regarding stock and conditioning: Both parties agreed that specific days should be agreed to in advance with the option for additional days.
2. Section 3 PERIOD OF USE, regarding overnight camping and access time: Both parties agreed to require approval by the Concessionaire for camping, to specify only on rodeo nights, and to allow earlier access for the arenas.
3. Section 5 CONCESSION FEE, regarding confidentiality of income: Both parties wanted a clause added about confidentiality of the gross receipts as the required report does not also include the expenses of the Concessionaire and may give the wrong impression to contestants.
4. Section 6 Administration of Agreement, regarding meeting location: Both parties wanted a mutually agreed upon location for formal meetings.
5. Section 7 Security, Cleaning and Damages Deposit, regarding replenishment of deposit. Both parties wanted to include language to require a replenishment of the deposit for charges against it.
6. Section 7 REPAIR AND MAINTENANCE OF PREMISES, PROPERTY, regarding watering and conditioning. Both parties compromised on who is responsible for watering and conditioning, in exchange for concessions in other parts of the agreement.
7. Section 7 CLEANLINESS, regarding unsatisfactory conditions and specificity of areas to be cleaned. Both parties compromised on cleanup in exchange for concessions in other parts of the agreement.

8. Section 7 USE AND HOURS OF OPERATION, regarding lighting during cleanup. Both parties are requesting a change to allow the lights to stay on until 11:00 PM to allow for easier cleanup. Initially both parties requested the rodeo end no later than 11:00 pm but staff felt it was important that the rodeo continue to end by 10:30 as stated in the original agreement. The additional time for the light allows for easier and safer cleanup.
9. Section 7 CAMPING/STABLING, regarding approval by Concessionaire for overnight camping and stabling. Both parties agreed that the Concessionaire would be able to provide permission.
10. Section 7 ATTENDANCE, regarding accurate counts of attendees. Both parties agreed that the outdated language for turnstiles was not necessary in this day and age of digital tickets and accounting.
11. Section 7 STOCK AND SURCHARGES, regarding the fee schedule. Both parties agreed that the Concessionaire has the most expertise in the setting of fees and that the fee schedule merely needed to be provided to the Town of Jackson. In order to produce a successful production, the Concessionaire will need to set fees that are competitive with surrounding rodeos and that attract the appropriate number of participants.
12. Section 7 PAYOUTS AND SLACK, regarding start time for slack. Both parties agreed slack could start at 4 pm instead of 2 pm.
13. Section 7 Food and Beverage facilities, regarding outdated and unnecessary language. Both parties agreed to remove a section about the concessions.
14. Section 8 The Teton County Fair, regarding relocation of Concessionaire equipment during the fair. Both parties agreed that clarification was needed regarding specific items that the Concessionaire would need to move out during the fair to allow for fair operations.

Additional changes were requested by the Administrative Authority, but the Concessionaire had concerns about those changes. Those additional requested changes are summarized below but are not included in the Amendment or in the tracked changes version of the Rodeo Concession Agreement as they were not jointly endorsed.

A. Non-exclusive use definition. Section 1 GRANT OF CONCESSION.

The Town hereby grants to Concessionaire the nonexclusive right, whereas and hereafter nonexclusive is defined as not restricted to use by Concessionaire only and open to use by other parties, to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is “a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate.”

This change was proposed by the Administrative Authority and the Concessionaire is concerned that this addition may result in future manipulation of the contract and is asking that it not be included. The Administrative Authority believes there is benefit to defining the term “non-exclusive” as issues have arisen due to what appear to be differing understanding or interpretations of that status. Staff does not feel the change is necessary and recommends against it.

B. Permanent improvements. Section 7.b.x APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first notifying the Administrative Authority and obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore and such alterations shall be to the specifications of the Town and the Administrative Authority. Any permanent improvements made by the Concessionaire under the terms of this agreement become the property of the Town of Jackson/Teton County Fairgrounds at the termination of this agreement and cannot be removed or subsequently altered by the Concessionaire.

This change was proposed by the Administrative Authority and the Concessionaire has concerns about the language. The Administrative Authority asks that it be changed in order to prevent potential capital repair/rehab costs. Staff is opposed to this change. Any alterations or additions require written consent of the Town and if there is a question about whether each alteration or addition is considered a permanent improvement and would remain with the property owner, that would be determined at the time of written consent.

C. Equipment removal and relocation for special events. Section 8. RIGHTS OF USE FOR OTHERS

Special/Other Events. When the Administrative Authority schedules special events during periods of non-exclusive use, and the event has been approved by the Town Council, the Administrative Authority will work with the Concessionaire to determine what (if any) items need to be removed from the premises in order to accommodate the special/other event. Neither the Town nor the Administrative Authority assumes any responsibility for property belonging to the Concessionaire that is left on the property during periods of non-exclusive use. All such property is left behind at the sole risk of the Concessionaire. Special/other events may include but are not limited to; World Series of Team Roping, Westfest, Jackson Hole PBR, and Wyoming High School Rodeo.

This change was proposed by the Administrative Authority and the Concessionaire is not in favor of the change and would prefer that responsibility for removing property fall to the organizer of the special event. The Administrative Authority does not have a preference on who is responsible for moving equipment, only that there does exist an obligation to move it to accommodate “outside” events during periods of non-exclusive use. Staff is opposed to this change as it would be an additional burden on the Concessionaire to agree to this for outside events due to the additional staffing, expense, and time involved with setup and takedown. As an alternative, it is staff’s intent to add a condition of approval for any special event approved by the Town Council on the rodeo grounds that has language similar to the following:

Condition of Approval: *The event organizer shall maintain a \$1M certificate of insurance and is responsible for any damage, relocation, storage, security and/or reinstallation for items and equipment on the grounds either belonging to the Town of Jackson, Teton County, or the Rodeo Concessionaire.*

D. Input on extension of concession agreement. Section 11 RENEWAL/EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall collect input from the Administrative Authority and, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

This change was proposed by the Administrative Authority and the Concessionaire does not support the addition of this language. The Administrative Authority requests that it be amended to allow for input prior to contract related decision making. Staff does not support this change. The Administrative Authority can always provide input to the Town Council regarding renewal, extension, or rebid but it should not be a requirement. The Town Council has the sole authority to enter into a Rodeo Concession Agreement.

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

1. Approve the rodeo schedule for 2020 as requested by the Administrative Authority that excludes the June 27, 2019 date to allow for the World Series of Roping, approve September 4, 2019 as an alternate approved rodeo date, accept the 2019 Rodeo Season Report, and approve Amendment No. One to the Rodeo Concession Agreement as presented.
2. Approve an alternate rodeo schedule for 2020 as requested by JH Rodeo that includes the June 27, 2019 date and accept the 2019 Rodeo Season Report, and approve Amendment No. One to the Rodeo Concession Agreement as presented or with further edits discussed at the meeting. This action would deny the request for the World Series of Roping in 2020.
3. Discuss the requested dates, the rodeo report, and the proposed amendment and continue the items to a special meeting or to the January 6, 2020 Town Council meeting.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

Rodeos in Jackson are part of the historic culture of the community and our ranching heritage. Rodeos also add to the diversity and balance of our economy by providing events that allow for local participants from dude and working ranches but also serve the tourist base of our economy. Support for the production of a quality rodeo is also important and relates to Common Value 3, Quality of Life.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the Town of Jackson, the Rodeo Concessionaire, the Administrative Authority, the World Series of Roping event organizers and participants, competitors and contestants in the rodeo, the citizens of the community, and the many guests to the area that attend rodeos and include this activity as part of their Jackson Hole experience.

FISCAL IMPACT

It is important to note that the Concessionaire would be significantly negatively affected financially if June 27 were removed from the rodeo schedule. The Administrative Authority would be negatively affected financially if the World Series of Roping did not occur. The Jackson Hole Community may be negatively affected financially through decreased sales tax generation if the World Series of Roping did not occur.

STAFF IMPACT

The staff impact of approving the rodeo dates is positive in that it provides Town of Jackson and the Administrative Authority employees the information they need to plan in advance for use of the rodeo grounds. The amendment and revisions to the agreement have already been drafted. It should be noted that preparing the amendment, the staff report, and the revisions to the agreement is approximately 20 hours of staff time for the Assistant Town Manager and the Town Attorney. Additional significant time is spent by Teton County (the Administrative Authority) and their employees in meeting with the Concessionaire, preparing edits, and discussions with Town staff.

LEGAL REVIEW

Complete and ongoing as needed.

ATTACHMENTS

2019 Joint Report, Proposed 2020 Rodeo Dates, Draft Amendment No. One to Rodeo Concession Agreement, and the Rodeo Concession Agreement shown in tracked changes for clarity for the Council.

RECOMMENDATION

Staff recommends the Council approve the rodeo schedule for 2020 as requested by the Administrative Authority that excludes the June 27, 2019 date to allow for the World Series of Roping, approve September 4, 2019 as an

alternate approved rodeo date, accept the 2019 Rodeo Season Report, and approve Amendment No. One to the Rodeo Concession Agreement as presented.

SUGGESTED MOTION

Should the Town Council be ready to take action on this item, one possible motion would be:

I move to approve the rodeo schedule for 2020 as requested by the Administrative Authority that excludes the June 27, 2019 date to allow for the World Series of Roping, approve September 4, 2019 as an alternate approved rodeo date, accept the 2019 Rodeo Season Report, and approve Amendment No. One to the Rodeo Concession Agreement as presented.



Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair and administer the year-round use of the fairgrounds while promoting the western heritage, uniting urban and rural communities in celebration.

October 28, 2019

Mayor Muldoon & Town Council,

It is with a true collaborative effort that the JH Rodeo and Teton County present this letter as our 2019 joint review report and a revised Rodeo Concessionaire Agreement for your review. An end of the season walk through was held on September 20, 2019. Since that time, both parties have worked many hours to come to an agreement on necessary language changes to the agreement that would make the working relationship the most beneficial for all parties. It is no secret that the relationship has been tumultuous over the years. We have worked through every section of the agreement and believe we have fixed any ambiguous language that might cause issues in working together successfully.

Both parties have agreed to all changes listed in the attached document except for the following:

Page 2- Definition of Non-exclusive

Page 11- Approval for Alterations

Page 17- Special/Other Events

Page 18- Renewal/Extension of Agreement

We appreciate your consideration of this joint report and proposed revisions and request that the Council accept all mutual changes. The remaining four areas of dissension have comments within the document for your review.

Sincerely,

Rachel Grimes

Fair & Fairgrounds Manager

Teton County

Bode Wilson

Jackson Hole Rodeo

Proposed Rodeo Dates 2020

MAY

17	18	19	20	21	22	23 RODEO
24	25	26	27 RODEO	28	29	30 RODEO
31						

JUNE

	1	2	3 RODEO	4	5	6 RODEO
7	8	9	10 RODEO	11	12	13 RODEO
14	15	16	17 RODEO	18	19	20 RODEO
21	22	23	24 RODEO	25	26	27 RODEO
28	29	30				

JULY

			1 RODEO	2	3 RODEO	4 RODEO
5	6	7	8 RODEO	9	10 RODEO	11 RODEO
12	13	14	15 RODEO	16	17 RODEO	18 RODEO
19	20	21	22 FAIR	23	24	25
16	27	28	29 RODEO	30	31 RODEO	

August

						1 RODEO
2	3	4	5 RODEO	6	7 RODEO	8 RODEO
9	10	11	12 RODEO	13	14 RODEO	15 RODEO
16	17	18	19 RODEO	20	21 RODEO	22 RODEO
23	24	25	26 RODEO	27	28 RODEO	29 RODEO
30	31					

September

		1	2	3	4	5
			RODEO		RODEO	RODEO

AMENDMENT NO. ONE TO RODEO CONCESSION AGREEMENT

This *Amendment No. One to the Rodeo Concession Agreement* dated October 17, 2017 is entered into effective upon the date of the last signature affixed hereto by and between the Town of Jackson, a duly organized Town of the State of Wyoming ("**Town**"), and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as "Concessionaire."

Recitals

WHEREAS, the Town of Jackson recognizes Teton County as the Administrative Authority and manager of the portions of the Fair Grounds owned by the Town of Jackson through the Rodeo Grounds Management Agreement dated June 25, 2019; and

WHEREAS, the Administrative Authority and the Concessionaire desire to make edits to the approved Rodeo Concession Agreement in order to provide clear delineation of responsibilities and continue to cooperate effectively; and

WHEREAS, the approved Rodeo Concession Agreement allows for recommended amendments to the Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants; and

WHEREAS, priority for consideration of amendments shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

NOW THEREFORE, the parties agree to the following changes to the Rodeo Concession Agreement entered into on October 17, 2017:

1. Section 2. **TERM** shall be amended to read as follows:

2. **TERM**

The term of this Agreement shall be for four (4) years, or until September 30, 2021 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority on Wednesdays and Saturdays during the month of May. Additional days may be authorized at the discretion of the Administrative Authority with at least 24 hours advance notice from the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each

year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

2. Section 3. **PERIOD OF USE AND POSSESSION OF PREMISES** shall be amended to read as follows:

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit "A" (T-60B map and narrative legal description) for the purposes of preparing for and producing a rodeo and related activities ("collectively Rodeo Events") throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council's approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. Contestants who are approved by the Concessionaire are allowed to camp overnight on Rodeo Event nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority. Contestants are not allowed to camp on the Rodeo grounds shown in Exhibit A on non-Rodeo nights.

Possession of a portion of the Rodeo Grounds known as the Rodeo Arena (as depicted on Exhibit "A" (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena, the outdoor arenas, and other stock pens shall be exclusive to Concessionaire starting at 8:00 AM. and possession shall be exclusive to Concessionaire starting at 4:00 P.M. for the Heritage Arena on days in which the Rodeo Events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

3. Section 5. **CONCESSION FEE** shall be amended to read as follows:

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of

July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, participant entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles, submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in "Exhibit B" either in hard copy or emailed, and shall be kept confidential to the extent allowed by law. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

4. Section 6.a. **Administration of Agreement** shall be amended to read as follows:

a. **Administration of Agreement**

The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. All formal meetings between the Concessionaire and Administrative Authority shall be held at a location mutually agreed upon. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

5. Section 7.b.i. **Security, Cleaning and Damages Deposit** shall be amended to read as follows:

i. **Security, Cleaning and Damages Deposit**

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars (\$2000.00) has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the Agreement and the remaining balance, if any, returned to the Concessionaire at the end of the Agreement term. If charges against the deposit exceed Two Thousand Dollars (\$2000.00), the Concessionaire will be billed for the overage and a replacement Two Thousand Dollar

(\$2000.00) deposit must be paid. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

6. Section 7.b.iii. **REPAIR AND MAINTENANCE OF PREMISES**, shall be amended to read as follows:

iii. REPAIR AND MAINTENANCE OF PREMISES, PROPERTY

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. The Concessionaire shall be responsible for watering and conditioning the outdoor and indoor arenas for their own Rodeo events. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

7. Section 7.b.iv. **CLEANLINESS**, shall be amended to read as follows:

iv. CLEANLINESS

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to the checklist shown in Exhibit "C." Should the inspection not pass, either party shall notify the other party in writing of the unsatisfactory conditions, and the party receiving the notification shall have four (4) hours from delivery of notice to remedy the unsatisfactory conditions, unless mutually agreed upon. In the event unsatisfactory conditions are not remedied within four (4) hours, the Concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later

than twelve (12) hours after each Rodeo Event. The Concessionaire shall clean, including but not limited to the following: trash to be picked up and thrown in fairgrounds dumpsters; trash pickup includes the Rodeo Arena and bleachers; Heritage Arena; chute areas; stock pens; roping boxes; alleyways; and Rodeo Arena restrooms; all manure from the Heritage Arena tie up mats shall be picked up and placed in the manure dump; all wheelbarrows shall be dumped in the manure dump and returned empty to the barn. The Administrative Authority will be responsible for cleaning all parking areas, stalls, and the Grassy Arena. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a Rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

8. Section 7.b.v. **USE AND HOURS OF OPERATION**, shall be amended to read as follows:

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession premises during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by 11:00 p.m. and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

9. Section 7.b.vi. **CAMPING/STABLING**, shall be amended to read as follows:

vi. CAMPING/STABLING

The Concessionaire shall have the authority to permit any contestant to utilize the Rodeo Grounds for the stabling of animals or for camping on Rodeo Event nights, as per the permit process established by the Administrative Authority. Both camping and stabling of animals shall be subject to a fee set by the Administrative Authority, to be collected by the Concessionaire and remitted to the Administrative Authority.

10. Section 7.c. **ATTENDANCE**, shall be amended to read as follows:

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. It is the responsibility of the Concessionaire to assure all attendees are counted.

11. Section 7.d. **STOCK AND SURCHARGES**, shall be amended to read as follows:

d. **STOCK AND SURCHARGES**

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be provided to the Town of Jackson by the Concessionaire not later than May 1 of the rodeo year.

12. Section 7.e. **PAYOUTS AND SLACK COMPETITION**, shall be amended to read as follows:

e. **PAYOUTS AND SLACK COMPETITION**

The Concessionaire agrees to use the Professional Rodeo Cowboys Association (“PRCA”) rules as a guideline for paybacks, and agrees that the formula for paybacks, with the number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire’s official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council’s approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in “slack competition”. The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin’, calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 4:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

13. Section 7.f.ii **Exclusive Use of food and beverage facility**, shall be amended to read as follows:

ii. **Exclusive Use of food and beverage facilities.** During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

14. Section 7.f.iii. **Non-Rodeo Events**, shall be deleted in its entirety.

15. Section 8.a. **Teton County Fair**, shall be amended to read as follows:

a. **Teton County Fair.** Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period ("Fair Week") shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of all of the premises with the exception of the concession stands, kitchen, and ticket booth storage rooms for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.

i. On the Saturday prior to Fair Week, due to a Fair related event, the Rodeo Concessionaire shall not have access to the Rodeo Arena until 5:00 PM. Additionally on this day, the Concessionaire may not bring in stock until 4:00 PM.

ii. Rodeo Concessionaire is responsible for taking down all of its signage within the black fence on Saturday night prior to Fair Week, including ticket sales, wayfinding, beer sales, sponsor banners, rough stock chute banners, etc.

iii. Rodeo Concessionaire is responsible for taking down all tents and removing the following from the fairgrounds prior to 10:00 AM on the first Monday of Fair Week: tents; mechanical bull; equipment such as tractor, drags, water truck, attachments, etc.; and enclosed trailers.

iv. Rodeo Concessionaire is responsible for moving other items as requested by the Fair Board prior to and during the Fair.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this _____ day of _____, 2019.

TOWN OF JACKSON, WYOMING

Pete Muldoon
Mayor

ATTEST:

Sandy Birdyshaw
Town Clerk

CONCESSIONAIRE

WW Productions, LLC.

By: _____

Its: _____

DRAFT

RODEO CONCESSION AGREEMENT

This Agreement is effective as of the ____ of October, 2017, between the Town of Jackson, a Municipal Corporation of the State of Wyoming, hereinafter referred to as the "Town", and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as "Concessionaire."

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, commonly known as the Fair Grounds as more particularly described in the Map of Survey recorded in the Teton County Clerk's office, MapT-60B located in book 2MAP, page 153; and

WHEREAS, the Teton Fair Board ("Lessee") has assumed management and supervision responsibilities for portions of the Fair Grounds owned by the Town pursuant to the Teton County Fair Grounds Lease Agreement entered on January 1, 2003; and

WHEREAS, Teton County passed Amendment #1 to the 2012 Fair Board Resolution on April 12, 2016 that stated that the Teton County Fair Board served in an advisory capacity as to the management of the fairgrounds thereby clarifying that Teton County serves as the manager of the portions of the Fair Grounds owned by the Town and as described in Exhibit "A" (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the "Rodeo Grounds"; and

WHEREAS, portions of the Rodeo Grounds are used specifically for the production of rodeos; and

WHEREAS, the Town hereby designates Teton County as the Administrative Authority to assume management and supervision responsibilities for the Rodeo Grounds owned by the Town; however, it is possible in the future that the Town will be the Administrative Authority as set forth herein; and

WHEREAS, the Concessionaire is in the business of producing rodeos for the entertainment of the general public; and

WHEREAS, the parties wish to formalize in writing an agreement for the production of a rodeo for the benefit and entertainment of the general public at the Rodeo Grounds.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. GRANT OF CONCESSION

The Town hereby grants to Concessionaire the nonexclusive right to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is “a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate.”

2. TERM

The term of this Agreement shall be for four (4) years, or until September 30, 2021 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority on Wednesdays and Saturdays during the month of May. Additional days may be authorized at the discretion of the Administrative Authority with at least 24 hours advance notice from the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season’s rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit “A” (T-60B map and narrative legal description) for the purposes

Deleted: two (2) days per week for four (4) hours each day on dates and times mutually agreed upon by the Administrative Authority and the Concessionaire

of preparing for and producing a rodeo and related activities (“collectively Rodeo Events”) throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council’s approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. Contestants who are approved by the Concessionaire are allowed to camp overnight on Rodeo Event nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority. Contestants are not allowed to camp on the Rodeo grounds shown in Exhibit A on non-Rodeo nights.

Possession of a portion of the Rodeo Grounds known as the Rodeo Arena (as depicted on Exhibit “A” (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena, the outdoor arenas, and other stock pens shall be exclusive to Concessionaire starting at 8:00 AM. and possession shall be exclusive to Concessionaire starting at 4:00 P.M. for the Heritage Arena on days in which the Rodeo Events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

4. PERFORMANCE DEPOSIT

Deleted: When the rodeo occurs on consecutive Friday and Saturday nights, c

Deleted: Friday and Saturday nights

Deleted: Heritage Arena and the Rodeo Arena (as depicted on Exhibit “A” (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena shall be exclusive at 12:00 P.M. for the outdoor arenas, at 2:00 P.M. for the parking areas, and at 4:00 P.M. for the Heritage Arena on days in which the Rodeo events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices.

For the purpose of securing the performance of all of the obligations of the Concessionaire in this Agreement contained, the Concessionaire shall, upon execution of this Agreement, provide the Town with a One Thousand Dollar (\$1,000.00) deposit to be retained by the Town, without interest, for the full term of this Agreement.

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, participant entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles, submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in "Exhibit B" either in hard copy or emailed, and shall be kept confidential to the extent allowed by law. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

- i. Definition of Gross Receipts.** Gross receipts as used in this Agreement shall include all monies and anything else for value received by the

Concessionaire through the operation of this concession (specifically including, entrance fees, but specifically excluding stock charges and timing charges taken out of the contestant entry fees), or from any business conducted by the Concessionaire on the premises, or from any use of the concession premises by the Concessionaire, excluding Town approved charity events, competitor entrance fees, additional prize money contributed by Concessionaire or prizes purchased by the Concessionaire, and income from business not directly related to rodeo production and without any other deductions, excepting an allowance of deduction on sales or excise taxes imposed by any governmental entity and collected by the Concessionaire.

6. ADMINISTRATIVE AUTHORITY RESPONSIBILITIES

a. **Administration of Agreement.** The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. All formal meetings between the Concessionaire and Administrative Authority shall be held at a location mutually agreed upon. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

7. CONCESSIONAIRE RESPONSIBILITIES

a. **RESPONSIBLE PARTY**

On or before the effective date of this Agreement, the Concessionaire shall provide the address and telephone number of and designate in writing one (1) responsible person with

whom the Town or its agents may deal for purposes of performance and administration of this Agreement.

b. **PREMISES AND PROPERTY**

i. **Security, Cleaning and Damages Deposit**

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars (\$2000.00) has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the Agreement and the remaining balance, if any, returned to the Concessionaire at the end of the Agreement term. If charges against the deposit exceed Two Thousand Dollars (\$2000.00), the Concessionaire will be billed for the overage and a replacement Two Thousand Dollar (\$2000.00) deposit must be paid. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

Deleted: a

Deleted: a

ii. **Condition/ Inspection**

Possession of premises and property. The taking of possession of the property described in Exhibit "A" (T-60B map and narrative legal description) to the Concession Agreement hereinafter referred to as the concession premises, by the Concessionaire, after completion of a checklist in the form attached hereto as Exhibit "C", shall constitute acknowledgement that such premises are in good condition, except as noted in writing by Concessionaire at the time of taking possession. Such written exceptions shall be attached to Exhibit "C." Exhibit "C" is a checklist of the items in the Heritage Arena and Rodeo Arena. The Concessionaire shall accept the concession in their presently existing condition, and the Town shall not be required to make any alteration thereto.

Annual joint inspection. Agents of the Town, Concessionaire, and Administrative Authority to this Agreement shall conduct a joint

inspection of the concession premises and property immediately prior to and following the period of use each year throughout the term of this Agreement for the purpose of ascertaining responsibility for any damage and required repairs.

iii. REPAIR AND MAINTENANCE OF PREMISES, PROPERTY

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. The Concessionaire shall be responsible for watering and conditioning the outdoor and indoor arenas for their own Rodeo events. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

Deleted: Each rodeo event day, the Administrative Authority shall be responsible for raking and conditioning the outdoor and indoor arenas prior to the exclusive use period. Should the Concessionaire choose to rake and condition the arenas at any point after exclusive use has been provided, the Concessionaire shall be responsible for such raking and conditioning at its own expense.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative

Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

iv. CLEANLINESS

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to the checklist shown in Exhibit "C."

Should the inspection not pass, either party shall notify the other party in writing of the unsatisfactory conditions, and the party receiving the notification shall have four (4) hours from delivery of notice to remedy the unsatisfactory condition(s), unless another time period is mutually agreed upon. In the event unsatisfactory conditions are not remedied within four (4) hours, the Concessionaire will clean the area and shall submit a

reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later than twelve (12) hours after each Rodeo Event.

The Concessionaire shall clean, including but not limited to the following: trash to be picked up and thrown in fairgrounds dumpsters; trash pickup includes the Rodeo Arena and bleachers; Heritage Arena; chute areas; stock pens; roping boxes; alleyways; and Rodeo Arena restrooms; all manure from the Heritage Arena tie up mats shall be picked up and placed in the manure dump; all wheelbarrows shall be dumped in the manure dump and returned empty to the barn. The Administrative Authority will be responsible for cleaning all parking areas, stalls, and the Grassy Arena.

The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a Rodeo;

Deleted: a

Deleted: then

Deleted: c

Deleted: r

both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession premises during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by 11:00 p.m. and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

Deleted: If, in the sole discretion of the Administrative Authority, it determines that the Rodeo Grounds are not being maintained in a clean and sanitary condition resulting from the rodeo operations, the Administrative Authority shall give the Concessionaire notice of the unsatisfactory conditions, said notice to be delivered in writing to Concessionaire or his agent or designated employee. In the event the unsatisfactory conditions are not remedied within twenty-four (24) hours of the time of delivery of notice, the Administrative Authority shall have the right, but not the responsibility, of effecting the necessary clean up and all reasonable charges therefore shall be deducted from the security, maintenance and cleaning deposit. The balance of the deposit remaining on hand as of the thirtieth (30th) day of September of each year of this Agreement shall be applied against yearly charges still owing as of that date.

Deleted: property

Deleted: that time

vi. CAMPING/STABLING

The Concessionaire shall have the authority to permit any contestant to utilize the Rodeo Grounds for the stabling of animals or for camping on Rodeo Event nights, as per the permit process established by the Administrative Authority. Both camping and stabling of animals shall be subject to a fee set by the Administrative Authority, to be collected by the Concessionaire and remitted to the Administrative Authority.

Deleted: not allow camping or stabling of animals during Rodeo Events, except by specific written approval of the Town through a Special Event Permit, and no person acting by, through or on behalf of the Concessionaire, shall have the authority to permit any person, individual or group of persons to utilize the Rodeo Grounds for the stabling of animals or for camping or for the overnight parking of campers, recreational vehicles and trailers. Stabling of animals shall be subject to a fee set by

vii. SOUND SYSTEM

The loud speaker public address sound system utilized for rodeos and other events shall be provided by and shall be under the sole exclusive control for all purposes of the Administrative Authority, and neither the equipment nor the control level shall be tampered with, altered or in any way revised or interfered with by the Concessionaire or any of its agents or employees, provided that this paragraph shall not be construed to prohibit minor adjustments not exceeding reasonable fixed limits, necessitated by mechanical or other problems. The Administrative Authority shall install, maintain and operate a volume measuring device during each Rodeo Event at three (3) separate fixed locations bordering the Fair Grounds. The sound shall be measured at a distance of at least twenty-five (25) feet from the site boundary line of the Rodeo Arena and shall not exceed eighty (80) decibels for a single period. This measurement shall be recorded and the results made available to the Concessionaire, and to the Town upon request.

viii. FIRST AID/EMT

The Concessionaire shall maintain on the premises at all times during the performance of rodeos, first aid equipment as recommended by the Teton County E.M.T. organization. In addition, the Concessionaire shall at all such times have immediately available to it a means of communicating with the Teton County Sheriff's dispatch office for the purpose of summoning ambulances or medical or law enforcement assistance via radio or telephone. For each rodeo performance, the Concessionaire shall be responsible for assuring that there is a trained emergency medical technician on the premises for the purpose of rendering aid to or assisting the rodeo contestants and other participants or spectators as the case may be.

ix. UTILITIES

The Concessionaire shall pay for delinquency of all charges for utility services incurred by it with respect to the operation of the concession herein granted.

x. APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first notifying the Administrative Authority and obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore and such alterations shall be to the specifications of the Town and the Administrative Authority.

xi. RIGHT OF ACCESS

The Administrative Authority of the Rodeo Grounds and Town personnel shall have access to the concession premises and each part thereof, for the purpose of inspecting the same and making repairs on the concession premises. The Concessionaire shall have the right at all times to traverse Town property to get to and from the concession premises in order to keep the concession premises open during the regularly scheduled hours of operation, subject to reasonable rules and regulations approved by the Administrative Authority and/or Lessee with regard to the moving of livestock.

xii. PARTIAL DESTRUCTION

If at any time during the term of this Agreement the concession premises are damaged by fire, act of nature or other cause beyond the control of the Concessionaire to the extent that continued use of the concession premises is unfeasible, the Concessionaire may, on written notice to the Town delivered within fifteen (15) days after the damage has occurred, terminate this Agreement without any liability of the Concessionaire to the Administrative Authority, except for the payment of concession fees accrued to the date of such termination. If the Concessionaire does not elect to terminate this Agreement, the Town shall, with due diligence, restore the concession premises to operative condition,

but the Town shall not be obliged under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of such damage. The Town shall not be responsible for any profits lost by the Concessionaire due to the partial destruction of concession premises.

xiii. SIGNS

The Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining advance written approval of the Town under then existing regulations. Signs shall be allowed inside the Rodeo arena subject to approval by the Administrative Authority of size, location and design and approval will not be unreasonably withheld.

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. It is the responsibility of the Concessionaire to assure all attendees are counted.

Deleted: The Administrative Authority will devise a system to be used by the Concessionaire which may include turnstiles and/or tickets and may or may not require a breakdown of different classes of attendees. Turnstiles will be supplied and kept in good repair by the Administrative Authority.

d. STOCK AND SURCHARGES

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be provided to the Town of Jackson by the Concessionaire not later than May 1 of the rodeo year.

Deleted: presented

Deleted: Administrative Authority

Deleted:

Deleted: for consideration as part of the jointly executed report required by Section 2 of this agreement,

Deleted: January 31

Deleted: This fee schedule and procedure shall be provided to the Town of Jackson for review and approval. Town staff shall consult appropriate sources including professional rodeo associations and local rodeo participants with historical knowledge related to fee schedules to ascertain the appropriateness of the proposed fees and shall present the results of that consultation to the Town Council. The Town Council shall approve a final fee schedule not later than April 30 of each year.

e. PAYOUTS AND SLACK COMPETITION

The Concessionaire agrees to use the Professional Rodeo Cowboys Association ("PRCA") rules as a guideline for paybacks, and agrees that the formula for paybacks, with the number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire's official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to

include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council's approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in "slack competition". The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin', calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 4:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

f. **FOOD AND BEVERAGE CONCESSION**

i. **Rodeo Events.** The Concessionaire shall be responsible for providing any food or beverages which are served to the public during Rodeo Events. The Concessionaire may sublet food service operations without the written consent of the Council with the understanding that all proceeds are still included in the definition of gross receipts whether subleased or not.

ii. **Exclusive Use of food and beverage facilities.** During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

Deleted: 2

Deleted: facility

Deleted: iii. **Non-Rodeo Events.** By mutual agreement between the Administrative Authority and Concessionaire, the Administrative Authority may contract out the food and beverage concession for non-Rodeo events. The food and beverage concession may be allowed on the Rodeo Grounds in tents, trailers or other temporary structures properly licensed by the County Board of Health and approved by the Administrative Authority.

iv. Proceeds. Proceeds from the food and beverage concession for Rodeo Events shall be included in the calculation of gross proceeds for the payment to the Town of Jackson.

v. Maintenance of equipment. The Concessionaire shall maintain all equipment in good working condition at all times, at its own expense, for the operation of the food and beverage concession. The Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the Town, Administrative Authority and/or Lessee that becomes missing, damaged beyond repair, or too unsanitary to use, due to the acts of the Concessionaire or its guests or business invitees and the Concessionaire shall replace all equipment that it is required to provide under the terms of this Agreement, if it becomes unfit for use. The foregoing requirements apply to the food and beverage concession property during the Rodeo Season.

g. **LICENSES AND PERMITS**

The Concessionaire shall pay for all permits and licenses that may be required for the operation of the concession.

h. **PAYMENT OF BILLS**

The Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used in the operation of the concession. The Concessionaire shall indemnify and hold the Town harmless from the payment of such debts.

i. **TAXES**

The Concessionaire shall pay all taxes on personal property belonging to the Concessionaire located on the concession premises, and the Concessionaire shall pay all sales and other taxes levied against the operation of the business.

j. **LIABILITY INSURANCE**

Throughout the term of this Agreement, the Concessionaire shall maintain insurance for bodily injury, death or property damage by reason of the operations conducted by the Concessionaire on the concession premises, with minimum liability limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for bodily injury or death of two (2) or more persons in any one accident or event, and in the minimum amount of \$50,000.00 for

damage to property resulting from any one accident, naming the Administrative Authority and the Town as additional insured's. The Town and the Administrative Authority shall also be held harmless as part of the insurance coverage. The Concessionaire shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

Insurance policies referred to herein, shall be placed with an insurance company or companies approved by the Town. However, Concessionaire's choice of insurance agent or company shall not be unreasonably withheld. Copies of the said insurance policies and all certificates thereof shall be furnished by the Concessionaire effective as of the date of this Agreement, and under no circumstances less than ten (10) days prior to the event(s) for which proof of coverage is being provided, to both the Town and the Administrative Authority. All policies shall require notification to the Town not less than ten (10) days prior to any cancellation. All policies shall be for the entire Rodeo Season and renewed each year, or shall be for the entire term, and not on a per event basis.

k. **COMPLIANCE WITH STATE AND LOCAL LAWS**

The Concessionaire shall comply with applicable state and local laws governing the operation of the concession premises. Violation of such state laws or ordinances of the Town of Jackson, Wyoming may be considered just cause for termination of this Agreement.

l. **REFLECTION.**

Should the Concessionaire choose to wish the contestants of the rodeo safety and success and/or conduct a reflection at the beginning of each public rodeo, it shall be a general reflection that does not endorse any religion. It shall be considered breach of this paragraph if attendees of the public rodeos are subjected to proselytizing.

8. RIGHTS OF USE FOR OTHERS

a. Teton County Fair. Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period ("**Fair Week**") shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of all of the premises with the exception of the concession stands, kitchen, and ticket booth storage rooms

Deleted: the concession

for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.

i. On the Saturday prior to Fair Week, due to a Fair related event, the Rodeo Concessionaire shall not have access to the Rodeo Arena until 5:00 PM. Additionally on this day, the Concessionaire may not bring in stock until 4:00 PM.

Formatted: Font: Bold, Underline

Formatted

ii. Rodeo Concessionaire is responsible for taking down all of its signage within the black fence on the Saturday night prior to Fair Week, including ticket sales, wayfinding, beer sales, sponsor banners, rough stock chute banners, etc.

Formatted: Font: Bold, Underline

iii. Rodeo Concessionaire is responsible for taking down all tents and removing the following from the fairgrounds prior to 10:00 AM on the first Monday of Fair Week: all tents; mechanical bull; equipment such as tractor, drags, water truck, all attachments, etc.; and enclosed trailers.

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

iv. Rodeo Concessionaire is responsible for moving other items as requested by the Fair Board prior to and during the Fair.

b. **Jackson Hole Non Profit Rodeo.** In addition to the use for the Teton County Fair as set forth in subparagraph A above, a local non-profit sponsored Rodeo shall, with the consent of the Town Council, be held for a number of days as yet to be determined during the term hereof. It is the intent of the Town Council in approving the locally sponsored non profit Rodeo to have it scheduled in the last two weeks of August or in the month of September. If this is impossible, impracticable or otherwise not prudent in the sole discretion of the Town Council, the dates chosen for the non profit Rodeo shall have priority over those otherwise afforded to the Concessionaire under this Agreement. The concession premises shall be returned to the Concessionaire at the end of the scheduled period in the same or better condition in which the premises were in when the concession premises were made available for the nonprofit Rodeo.

c. **Non-Regular Rodeos.** Notwithstanding the provisions of subparagraphs A and B above, the Concessionaire shall be entitled to produce a rodeo on dates during the term of this Agreement other than those that the facilities are used by third parties as set forth above and upon approval by the Administrative Authority and the Town Council, such approval not to be unreasonably withheld. The Administrative Authority or Lessee shall have the authority to charge a fee for the additional non-regular rodeo, and any requests for non-regular additional rodeos will require Town Council approval.

9. BREACH/ BANKRUPTCY

a. **Each Term Material.** Each term of this Agreement is material and the breach by the Concessionaire of any of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Town.

b. **Bankruptcy.** The filing by the Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of its property, or the filing by the Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by the Concessionaire of petition to take advantage of any insolvency act shall constitute a breach of this Agreement by the Concessionaire. On the occurrence of any such event, the Town may terminate this Agreement by giving the concessionaire ten (10) days written notice of termination.

10. WAIVER OF BREACH

The waiver by either party of any breach contained in this Agreement shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Town, or the payment of same by the Concessionaire, shall not be deemed to be a waiver of any prior occurring breach by the other party of any term contained herein regardless of knowledge of said party of such prior existing breach at the time of the acceptance of or payment of such concession fee payment.

11. RENEWAL/ EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

12. TERMINATION BY TOWN

If in the judgment of the Town the manner of operation of the concession or the quality of services does not meet the requirements of this Agreement, or if the Concessionaire is in default of any of the terms of this Agreement, the Town shall give the Concessionaire written notice specifying the particulars of the unsatisfactory performance or default. Unless otherwise stated within this Agreement, if the Concessionaire fails or refuses to remedy such unsatisfactory performance within fifteen (15) days after the giving of notice, the Town may terminate this Agreement. The Administrative Authority may recommend termination of this agreement to the Town by providing written notice specifying the areas of concern.

13. CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement for any reason, the Town shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. The Concessionaire stipulates and agrees that the Town shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this Agreement.

14. INDEMNIFICATION

The Concessionaire shall hold the Town, its agents and employees, and the Board, harmless from and shall defend and indemnify the Town and the Board from and against any and all liability for injuries to or deaths of persons or damage to property arising from the Concessionaire's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

15. NOT CONTRACT OF EMPLOYMENT

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and the Concessionaire. The Concessionaire shall at all times be deemed to be an independent contractor. The Concessionaire is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of the Concessionaire, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to the Concessionaire; the Concessionaire is a licensee and not a lessee of the concession premises, and the right of the Concessionaire to occupy the concession premises and to operate the concession granted by this Agreement shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the Concessionaire.

16. MISCELLANEOUS

a. **HEADINGS AND SUBHEADINGS.** The headings and subheadings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **APPLICABLE LAW.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

c. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual.

d. **ASSIGNMENT OR SUBLETTING.** The Concessionaire may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the concession premises without first obtaining the written consent of the Town unless otherwise provided herein. A copy of any sub-lease agreement consented to shall be provided to the Town.

e. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.

f. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

g. **NOTICES.** All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687,
Jackson, Wyoming 83001.
2. Concessionaire: WW Productions, LLC, Phil Wilson, 7895
Cowboy Way, Jackson, WY 83001.
3. Administrative Authority, P.O. Box 3075,
Jackson, Wyoming 83001.

h. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

i. **SOVEREIGN IMMUNITY.** The Town 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 arising out of this Agreement.

j. **THIRD PARTY BENEFICIARY.** The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this _____ day of _____, 2017.

TOWN OF JACKSON, WYOMING

Pete Muldoon
Mayor

ATTEST:

|

Sandy Birdyshaw
Town Clerk

CONCESSIONAIRE

WW Productions, LLC.

By: _____

Its: _____

DRAFT



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 27, 2019
MEETING DATE: December 16, 2019

SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Sandy Birdyshaw, Town Clerk

SUBJECT: Public Hearing for Renewal of Gaming License for Elks Lodge #1713 (Bingo)

STATEMENT/PURPOSE

Gaming licenses may be issued by the Town of Jackson to charitable and non-profit organizations. The Town Council conducts public hearings, approves all applications for gaming licenses, and acts as the local licensing authority.

It is necessary for the Mayor to **OPEN A PUBLIC HEARING** to hear protests against the issuance or renewal of a license. After public comment has been taken, the Mayor must **CLOSE THE PUBLIC HEARING**. Council is then able to act on the issuance or renewal of a license.

BACKGROUND/ALTERNATIVES

Once a Gaming License is issued, it must be renewed annually. The Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 has applied to the Town for the renewal of its Bingo License for the period January 1 through December 31, 2020. The Attorney's Office, Police Department, and Town Clerk have reviewed the application, which includes a bond posted in the amount of the largest possible daily award, which in past years, has been in the amount of \$2,000.

Jackson Municipal Code Chapter 5.48.090 "License--Issuance or denial--Display required" provides the following basis for license issuance or denial:

- A. *The governing body of the town may authorize the issuance of a gaming license to any charitable or nonprofit organization it deems a proper recipient.*
- B. *The governing body may restrict a license application as necessary to protect the health, safety and welfare of the citizens of the town.*
- C. *The governing body may refuse to issue a license if it finds any business or other type of relationship between the applicant/licensee and any individual or entity may endanger the health, safety and welfare of the citizens of Jackson.*
- D. *No gaming license shall be issue to any charitable or nonprofit organization until the required license fee has been paid. No refund shall be made to any licensee following the issuance of the license.*

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Maintaining the license at the applicant's premises supports the Town is Heart because it will attract locals to the downtown area and supports the notion of a community hub where people live, work, and play.

ATTACHMENTS

Bingo License Application

FISCAL IMPACT

The issuance of the bingo license results in a \$250 annual license fee.

STAFF IMPACT

Minimal

LEGAL REVIEW

Ongoing as needed.

RECOMMENDATION

Staff recommends that the Town Council approve the application for renewal of the Bingo License for the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 for the period January 1 through December 31, 2020, with no conditions. Or if findings may be made against the renewal, to state such finding as the basis for nonrenewal.

SUGGESTED MOTION

I move to approve the Bingo Gaming License Renewal Application for the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 for the 2020 calendar year and direct the Town Clerk to issue the license.

TOWN OF JACKSON GAMING LICENSE APPLICATION

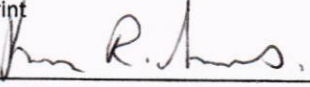
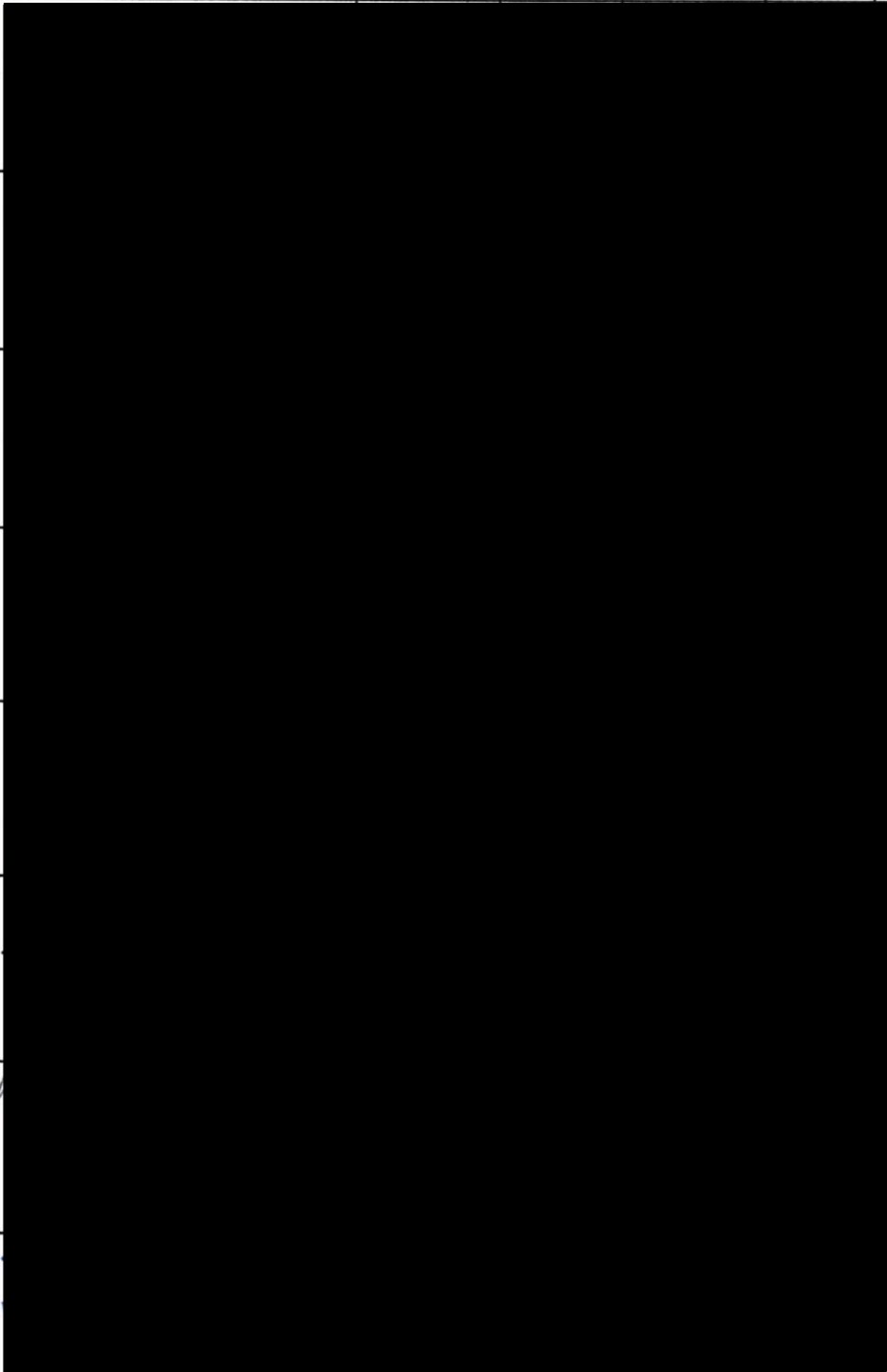
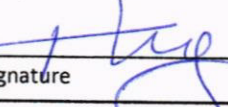
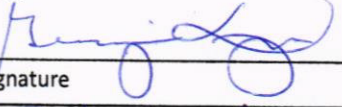
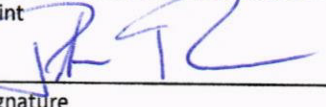
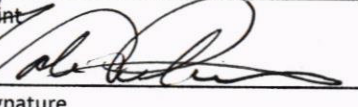
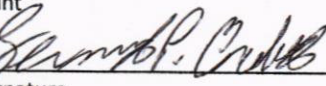
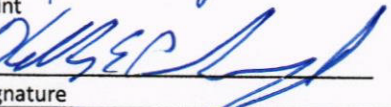
TO BE COMPLETED BY TOWN CLERK:	
TYPE OF LICENSE APPLIED FOR ☒ BINGO ☒ \$250.00 Fee ☒ PULL TABS ☒ \$100.00 Adv. Cost APPLICATION FOR ☐ New ☒ Renewal ☐ Change of Location	Date of Application <u>11-14-2019</u> Approval of Town Attorney ☐ Approved ☐ Denied Bond Provided? ☐ Yes ☐ No <i>In process of renewal</i> Advertising Dates <u>11/27, 12/4, 12/11</u> Public Hearing Date <u>12/16/2019</u> For the period: <u>1/1/2020</u> to <u>12/31/2020</u>

1. Name of Charitable or Non-Profit Organization: Benevolent & Protective Order of Elk of the USA	
2. Trade Name of Applicant: Jackson Elks Club	
3. Business Address (Physical Location): 270 West Broadway, Jackson WY 83001	
4. Mailing Address: PO Box 1713, Jackson WY 83001	
5. Business Phone: 307-733-1713	
6. Contact Name: Alexis Smith	Contact Phone: 307-733-1713
7. Location where gaming activities shall be conducted, if different from business address: N/A	
8. Zoning of Gaming Location: ☒ UC ☐ UC2 ☐ UR ☐ AR ☐ AC ☐ SR ☐ R ☐ BC ☐ NC ☐ NC2 ☐ OP ☐ RB ☐ BP ☐ MHP	
9. Is the premises owned? ☒ Yes ☐ No Is the premises leased? ☐ Yes ☒ No If leased, attach a true copy of the lease or rental agreement to the application.	
10. Do you own the building where the gaming will be conducted? ☒ Yes ☐ No Do you lease the building where the gaming will be conducted? ☐ Yes ☒ No If leased, attach a true copy of the lease or rental agreement to the application.	
IF THE PREMISES ARE NOT YET CONSTRUCTED OR ARE TO BE REMODELED, ATTACH AN ARCHITECT'S DRAWING OR SUITABLE FLOOR PLAN OF THE PREMISES, NO LARGER THAN 11X17.	

11. **CURRENT LOCAL OFFICERS, BOARD OF DIRECTORS, TRUSTEES:**

Complete the following for all directors and officers, including their signature.

If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

NAME & SIGNATURE By signing below, I hereby authorize the Chief of Police to conduct a back-ground investigation pursuant to the information provided in this application.	PHYSICAL RESIDENCE ADDRESS	POSITION	HOME PHONE	Wyoming Resident?	DOB	% OF STOCK HELD
BRAD ABRAMS Print  Signature						NA
Tony Ligori Print  Signature						NA
GEORGIA LIGORI Print  Signature						NA
Pete Kendzior Print  Signature						NA
Leslie Davidson Print  Signature						NA
Valerie Peterson Print  Signature						NA
FERNANDO P. ESCOBAR Print  Signature						NA
Kelly E Champlain Print  Signature						

11. CURRENT LOCAL OFFICERS, BOARD OF DIRECTORS, TRUSTEES:
Complete the following for all directors and officers, including their signature.
If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

Complete the following for all directors and officers, including their signature.
If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

[illegible]

--	--	--	--	--	--	--

12. Do any of the above persons listed in #11 have a criminal record? If yes, explain fully. ☐ Yes ☒ No

13.a If this application is made on behalf of a corporation, state the name of the corporation: **JACKSON ELKS LODGE #1713**

b. Is the corporation qualified to do business in Wyoming? ☒ Yes ☐ No
(attach a copy of the Wyoming Secretary of State's authorization to do business in the state of Wyoming.)

c. Date of Incorporation: 1967

d. Brief statement of purpose for which the corporation was organized: To promote justice, charity, fidelity and brotherly love.

e. Be sure all corporate officers are listed above in question 11.

14. Is the organization affiliated with a national organization? ☒ Yes ☐ No

- Attach a brief statement of the activities of the local organization of the past two years.
- Attach a brief statement of what portion, if any, of the proceeds from gaming activities will be given to the national organization.

15. Will you be serving alcohol on the gaming premises? ☒ Yes ☐ No

REQUIRED ATTACHMENTS:

- ☒ License Fee of \$250, made payable to Town of Jackson
- ☒ Advertising Fee of \$100, made payable to Town of Jackson
- ☐ Lease or Rental Agreement for Premises... **NA**
- ☐ Lease or Rental Agreement for Building... **NA**
- ☒ Floor Plan... **ON FILE**
- ☒ If a Corporation, the Secretary of State's Authorization to do business in the State of Wyoming... **ON FILE**
- ☒ Activities of the local organization of the past two years.
- ☒ What portion of the proceeds will be given to the national organization? 0 %
- ☐ *Comma* A Bond, Line of Credit or other form of proof of financial responsibility in the amount of the largest possible daily award of prizes to be offered by the license holder.
- ☒ An Itemized Accounting of all charitable donations made from gaming proceeds for the last two years.
- ☒ A confirmation of your 501(c)(3) tax exempt status from the Internal Revenue Service.... **ON FILE**

Elks Lodge #1713

Activities

Benefits/Fund Raisers

Bingo

Bar Service

Bowling Alley: League, Open Bowl, Private Parties, School Groups

Meal Service: Member Meals and Community Meals

Provided location for CWC culinary classes and Meals on Wheels preparation

Volunteers in the Community

Scholarships

Weddings

Entertainment

10:14 AM

11/07/19

Accrual Basis

Elks Lodge 1713
Transaction Detail By Account
 April 1 through November 7, 2019

Type	Date	Name	Memo	Class	Clr	Split	Amount	Balance
92020 · Bingo Donations to Charities								
Check	08/14/2019	Prescott College	Scholarship fo...	Bingo		10201-5 · BofJ...	500.00	500.00
Check	08/14/2019	Cornell University	Scholarship fo...	Bingo		10201-5 · BofJ...	500.00	1,000.00
Check	08/14/2019	Laramie County Community College		Bingo		10201-5 · BofJ...	500.00	1,500.00
Check	08/14/2019	University of Wyoming	Scholarship fo...	Bingo		10201-5 · BofJ...	1,000.00	2,500.00
Check	08/14/2019	University of Wyoming	Scholarship fo...	Bingo		10201-5 · BofJ...	500.00	3,000.00
Check	10/04/2019	Sexton Medical Fund	Donation per ...	Bingo		10201-1 · BofJ...	500.00	3,500.00
Total 92020 · Bingo Donations to Charities							3,500.00	3,500.00
TOTAL							3,500.00	3,500.00

10:21 AM

11/07/19

Cash Basis

Bingo
Transaction Detail By Account
 January 2017 through March 2019

Type	Date	Name	Original Amount	Balance
3611 · Scholarships				
Check	01/11/2017	Gonzaga University	500.00	500.00
Check	01/11/2017	Colorado State University	500.00	1,000.00
Check	02/07/2017	University of Wyoming	500.00	1,500.00
Check	02/07/2017	University of Wyoming	500.00	2,000.00
Check	09/15/2017	University of Wyoming	500.00	2,500.00
Check	09/15/2017	University of Wyoming	500.00	3,000.00
Check	09/28/2017	University of Wyoming	1,000.00	4,000.00
Check	09/28/2017	University of Pennsylvania	500.00	4,500.00
Check	10/09/2017	Montana State University	1,000.00	5,500.00
Check	10/09/2017	Macalester College	1,000.00	6,500.00
Check	10/17/2017	University of Wyoming	500.00	7,000.00
Check	11/02/2017	Pepperdine University	500.00	7,500.00
Check	11/28/2017	College of the Atlantic	500.00	8,000.00
Check	02/02/2018	Colorado State University	500.00	8,500.00
Check	05/05/2018	University of Wyoming	1,000.00	9,500.00
Check	08/27/2018	University of Wyoming	500.00	10,000.00
Check	09/26/2018	Florida State University	500.00	10,500.00
Check	10/01/2018	University of Wyoming	500.00	11,000.00
Check	10/10/2018	University of Wyoming	1,000.00	12,000.00
Check	10/10/2018	Pepperdine University	500.00	12,500.00
Check	10/11/2018	Casper College	500.00	13,000.00
Check	10/12/2018	University of Wyoming	500.00	13,500.00
Check	10/16/2018	Jackson Elks Lodge #1713	2,000.00	15,500.00
Check	02/01/2019	Colorado State University	500.00	16,000.00
Deposit	03/25/2019		-500.00	15,500.00
Total 3611 · Scholarships				15,500.00
TOTAL				15,500.00

Jackson Lodge No. 1713 Benevolent and Protective Order of Elks of the United States of America

This detail reflects the current data for the filing in the system.

Name	
Jackson Lodge No. 1713 Benevolent and Protective Order of Elks of the United States of America	
Filing ID	Status
1980-000092286	Active
Type	Sub Status
Nonprofit Corporation - Domestic	Current
Sub Type	Initial Filing
Mutual Benefit	07/18/1963
Standing - Tax	
Good	
Standing - RA	
Good	
Standing - Other	
Good	
Fictitious Name	
Principal Office	
270 W Broadway	
Jackson, WY 83001	
USA	
Mailing Address	
PO Box 1713	
Jackson, WY 83001-1713	
USA	



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 12, 2019
MEETING DATE: DECEMBER 16, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P19-241:** A REQUEST FOR APPROVAL OF A PARTIAL VACATION WITHOUT REPLAT TO REMOVE NOTES RELATED TO FLOOR AREA RATIOS ON THE PLAT OF THE ENRIGHT TOWNHOMES ADDITION TO THE TOWN OF JACKSON

APPLICANT: COLLINS PLANNING ASSOCIATES – BILL COLLINS

OWNER: MICHAEL ENRIGHT

STATEMENT/PURPOSE

Applicant is requesting a Partial Vacation of Plat, pursuant to LDR Section 8.2.13.C.5, to remove plat notes which reference allowed Floor Area Ratios (FARs) on the Enright Townhome Addition to the Town of Jackson.

APPLICABLE REGULATIONS

LDR Section 8.2.13.C.5 Partial Vacation without Replat

LOCATION

The property is located at 675 & 677 E. Kelly Avenue and legally described as Lots 1 and 2 of the Enright Townhomes Addition to the Town of Jackson. An aerial photo of the parcel and immediate neighborhood is shown below:



BACKGROUND

The subject property (7,481 sf) contains two (2) detached townhome units: a 1,760 sf two-story townhome in the northern portion of the property built in 1987, and a 1,296 sf two-story townhome in the southern portion of the property built in 2010. In 2007, before the southern townhome was built, a Final Development Plan (Minor) was approved to allow a two-lot townhome subdivision which was permitted under the previous Neighborhood Conservation – 2 (NC-2) zoning district. Later in 2007, the property was subdivided as the Enright Townhomes Addition and recorded as Plat No. 1230. The townhome plat currently contains Lot 1 (northern townhome), Lot 2 (southern townhome) and Lot 3 (Common Area).

PROJECT DESCRIPTION

When the Enright Townhomes plat was recorded, the owner included plat notes on the individual lots and under the Certificate of Owners clarifying the total allowed FAR and its allocation for each lot. As of July 2018, the previous NC-2 FAR of 0.42 no longer exists due to newly adopted NM-1 zoning for this area. The new FAR for this area ranges from 0.40 to 0.50 depending on the inclusion of Accessory Residential Units (ARUs). This partial plat vacation seeks to clean up old zoning language on the plat so that the property can be subject to the currently adopted Land Development Regulations (LDRs).

The applicant seeks to vacate the following notes on the plat depiction and under the Certificate of Owners:

Notes located on the plat map for Lot 1

- “FAR = 1,575 sf existing duplex building”

Notes located on the plat map for Lot 2

- “FAR allowed = 1,567 sf envelope 1,481 sf”

Notes located under Certificate of Owners

- “That the Town of Jackson, under Land Development Regulations, in effect on the date of this plat, allows a Floor Area Ratio of 0.42 x 7,481 sq. ft., (0.172 acres) = 3,142 sq. ft.,”
- “That Lot 1 of this Townhouse Plat has an existing 2 story building on the Lot with a floor area of 1,575 sq. ft.,”
- “That Lot 1 is hereby allocated 1,575 sq. ft. of the total 3,142 sq. ft. and that Lot 2 is hereby allocated the remaining 1,567 sq. ft.,”

STAFF ANALYSIS

The Enright Townhomes Addition is a recorded plat that may be amended through the vacation process as authorized by state statutes. Any vacation or amendment to this recorded plat is also subject to the standards of LDR Section 8.2.13.C. Subdivision Plat Amendment. Since the applicant is requesting a partial vacation of certain plat notes, the request must meet the following standards:

Section 8.2.13.C.5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met:

- a) an instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an affidavit to be recorded with the County Clerk which removes all FAR information for Lots 1 & 2.

- b) if approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant will be required to record the attached instrument with the County Clerk subsequent to Town Council acknowledgment.

- c) building envelope vacation does not apply; and*

Complies. Not applicable.

- d) lot combination is not applicable.*

Complies. Not applicable.

Staff confirms that the Applicant’s request for a partial vacation without replat meets the required standards as outlined above and findings as outlined below. The required instrument for the Partial Vacation of Plat, vacating all notes related to FAR on the Enright Townhomes Addition to the Town of Jackson is attached. Staffs supports the proposed vacation of notes referencing FAR because zoning and associated physical development information is often subject to change and should not be included on a plat.

ATTACHMENTS

Applicant Submittal
Partial Vacation of Plat Affidavit

FISCAL IMPACT

None identified.

STAFF IMPACT

None identified.

LEGAL REVIEW

Complete.

STAFF RECOMMENDATION/ CONDITIONS OF APPROVAL

The Planning Director recommends that Town Council approve the Partial Vacation of Plat for Lots 1 & 2 of the Enright Townhomes Addition to the Town of Jackson as proposed.

SUGGESTED MOTION

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation without Replat, I move to **approve** the Partial Vacation of Plat, removing the FAR information related to Lots 1 & 2 of the Enright Townhomes Addition to the Town of Jackson, subject to the Land Development Regulations and departmental reviews attached hereto.

PLANNING

Project Number	P19-241	Applied	10/18/2019	STOL
Project Name	Vacate Plat - 675 E. Kelly	Approved		
Type	OTHER	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	William Collins	Owner	ENRIGHT, MICHAEL F. TRUSTEE	
Site Address		City	State	Zip
675 E KELLY AVENUE		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
		22411634197002		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Legal Lea Colasuonno	APPROVED	10/21/2019	12/2/2019	12/3/2019	
Planning Tyler Valentine	APPROVED	10/21/2019	11/11/2019	12/9/2019	
Public Works Rachelle Rhodes	NO COMMENT	10/21/2019	11/11/2019	11/6/2019	



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: Plat Note Revision -- Enright Townhome Subdivision
Physical Address: 675 E. Kelly Avenue
Lot, Subdivision: Lots 1, 2; Enright Townhome Addition PIDN: 22-41-16-34-1-97-001/002

PROPERTY OWNER.

Name: Michael Enright Phone: 413-4444
Mailing Address: P.O. Box 4120; Jackson, WY ZIP: 83001
E-mail: menright@wyoming.com

APPLICANT/AGENT.

Name: Collins Planning Associates Phone: 690-4436
Mailing Address: P.O. Box 7441; Jackson, WY ZIP: 83002
E-mail: collinsplanning@bresnan.net

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

☒ Other: vacate plat note
_____ Environmental Analysis

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

Pre-application Conference #: N/A Environmental Analysis #: N/A
Original Permit #: P07 - 129 Date of Neighborhood Meeting: _____

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

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

signature on hard copy

Signature of Property Owner or Authorized Applicant/Agent

Bill Collins

Name Printed

10-18-19

Date

agent

Title

COLLINS PLANNING
• A S S O C I A T E S •

October 18, 2019

Mr. Paul Anthony, Planning Director
P.O. Box 1687
Jackson, WY 83001 via hand delivery

Re: Vacation of Plat Note

Dear Paul;

Attached is an application to vacate and replace notes on subdivision plan 1230. The plat is the Enright Townhomes Addition to the Town of Jackson and the plat notes describe the allowed amount of floor area permitted in the subdivision and then allocates this floor area between to two lots.

Attached are:

1. Application;
2. Affidavit;
3. Copy of the plat with notes to be changed circled;
4. Letter of authorization; and,
5. The fee.

Please call with any questions or the need for additional information.

Sincerely;



William E. Collins, AICP

LETTER OF AUTHORIZATION

Michael Enright, "Owner" whose address is: 675 East
Kooley Ave Jackson WY 83001
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property
more specifically legally described as: Enright Town house
subdivision

(If too lengthy, attach description)

HEREBY AUTHORIZES Collins Planning Associates as
agent to represent and act for Owner in making application for and receiving and accepting
on Owners behalf, any permits or other action by the Town of Jackson, or the Town of
Jackson Planning, Building, Engineering and/or Environmental Health Departments
relating to the modification, development, planning or replatting, improvement, use or
occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed
conclusively to be fully aware of and to have authorized and/or made any and all
representations or promises contained in said application or any Owner information in
support thereof, and shall be deemed to be aware of and to have authorized any subsequent
revisions, corrections or modifications to such materials. Owner acknowledges and agrees
that Owner shall be bound and shall abide by the written terms or conditions of issuance of
any such named representative, whether actually delivered to Owner or not. Owner agrees
that no modification, development, platting or replatting, improvement, occupancy or use of
any structure or land involved in the application shall take place until approved by the
appropriate official of the Town of Jackson, in accordance with applicable codes and
regulations. Owner agrees to pay any fines and be liable for any other penalties arising out
of the failure to comply with the terms of any permit or arising out of any violation of the
applicable laws, codes or regulations applicable to the action sought to be permitted by the
application authorized herein.

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Owner

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

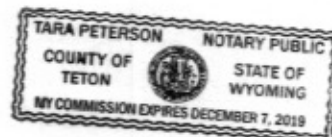
The foregoing instrument was acknowledged before me by Michael Enright this 16 day of
October, 2019.

WITNESS my hand and official seal.

Tara Peterson
(Notary Public)

My commission expires:

(Seal)



AFFIDAVIT

Michael F. Enright, being first duly sworn upon oath, deposes and says as follows:

1. I am over the age of eighteen, have personal knowledge of the following facts and make this affidavit for the purpose of vacating certain certifications and notations included on that plat recorded in the Office of the Teton County Clerk as Plat No. 1230.

2. I am the Trustee of The Enright Revocable Trust dated May 18, 2015, as amended and restated on March 2, 2017.

3. As Trustee of The Enright Revocable Trust, I am the owner of Lots 1, 2 and 3 of the Enright Townhomes Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk as Plat No. 1230, and I am the only party affected by the partial vacation of the certifications and notations as described herein.

4. The Certificate of Owners on Plat No. 1230 includes the following certifications:

That the Town of Jackson, under Land Development Regulations, in effect on the date of this Plat, allows a Floor Area Ratio of 0.42 x 7,481 sq. ft., (0.172 acres) = 3,142 sq. ft.;

That Lot 1 of this Townhouse Plat has an existing 2 story building on the Lot with a floor area of 1,575 sq. ft.; and

That Lot 1 is hereby allocated 1,575 sq. ft. of the total 3,142 sq. ft. and that Lot 2 is hereby allocated the remaining 1,567 sq. ft.

5. The above-described certifications on Plat 1230 are hereby vacated in their entirety.

6. Plat No. 1230 includes the following notations regarding the floor area ratio and allowed floor area ratio for Lots 1 and 2 as shown on the depiction of the subdivision:

FAR = 1,575 sf (for Lot 1)

FAR allowed = 1,567 sf (for Lot 2).

7. The above-described notations on Plat 1230 are hereby vacated in their entirety.

8. The partial vacation of the certifications and notations as described herein does not abridge or destroy any rights and privileges of other proprietors in Plat No. 1230.

DATED this ____ day of _____, 20__.

Michael F. Enright

STATE OF WYOMING)

)

COUNTY OF TETON)

Subscribed and sworn to before me this ____ day of _____, 20__ by
Michael F. Enright.

WITNESS my hand and official seal.

Notary Public
My Commission expires:

[Acknowledgement, Acceptance and Approval by Jackson Town Council follows.]

ACKNOWLEDGMENT, ACCEPTANCE AND APPROVAL

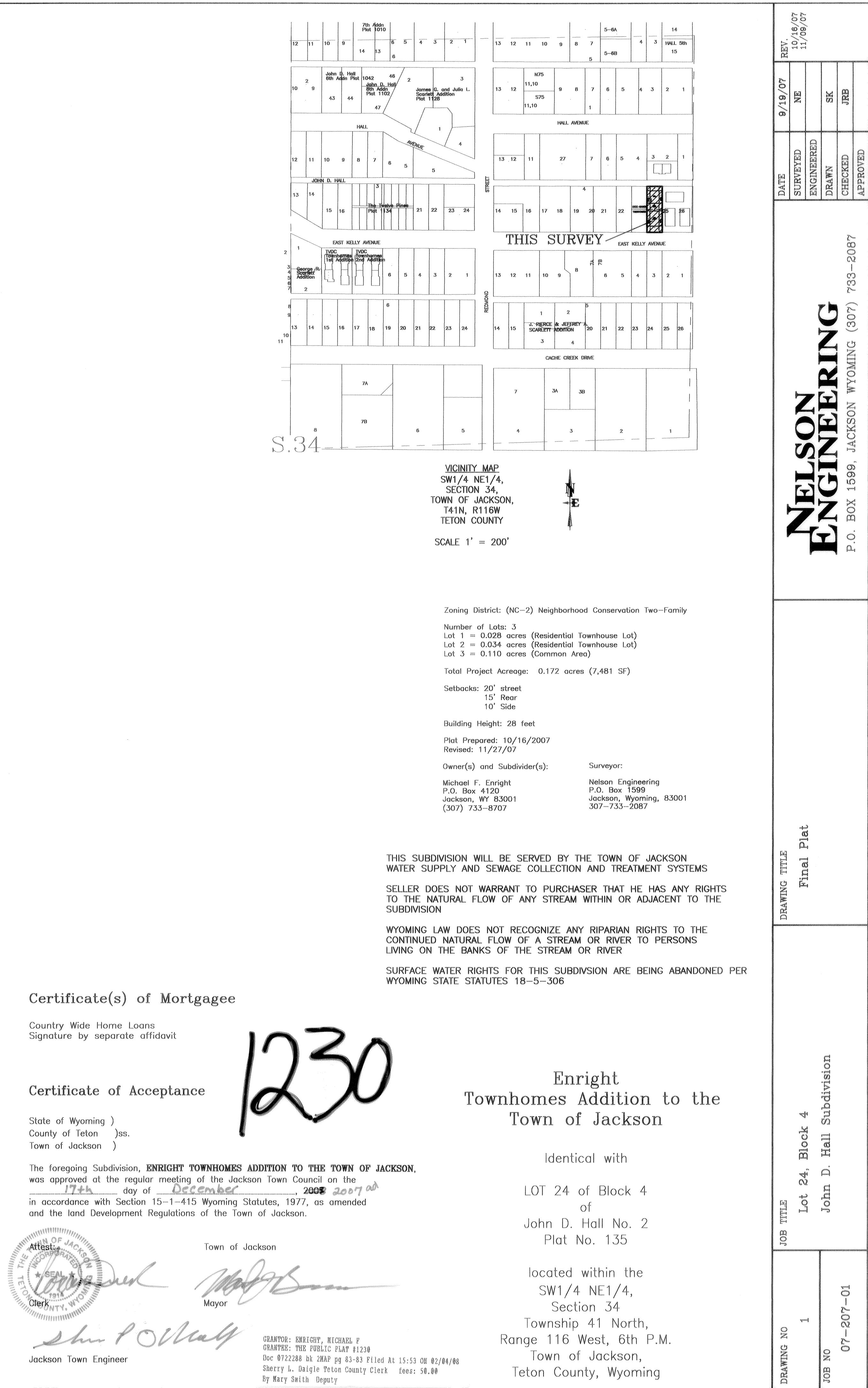
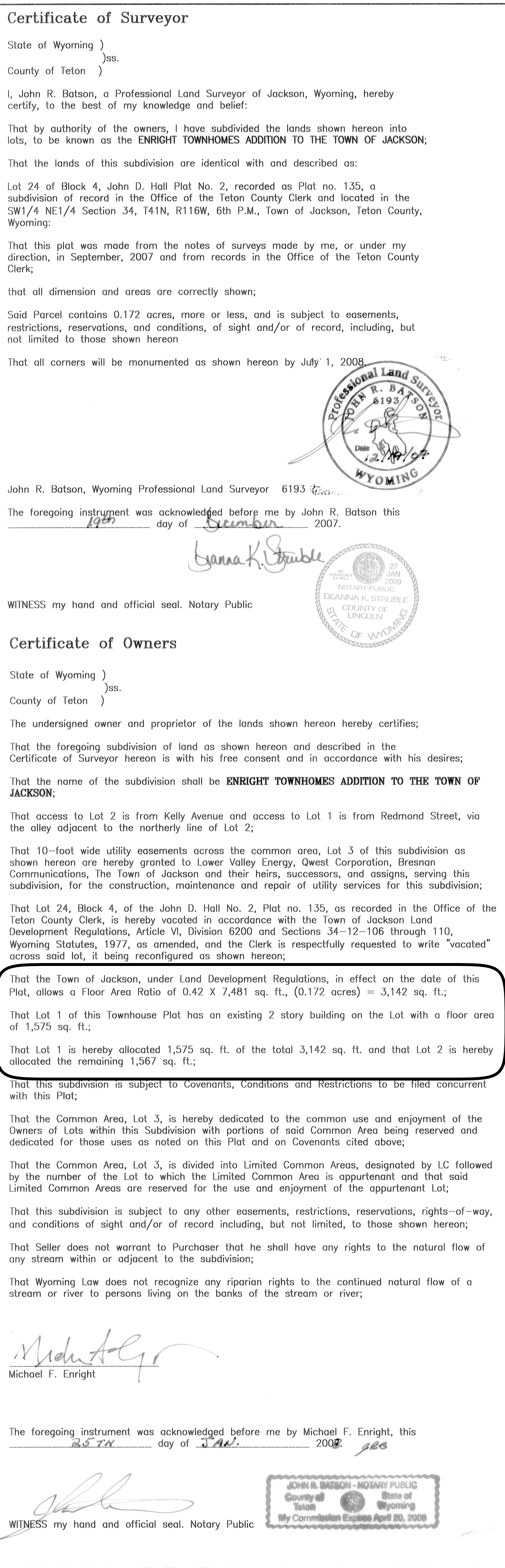
The partial vacation of the certification and notations contained on Plat No. 1230 as described in the foregoing Affidavit was acknowledged, accepted and approved at a regular meeting of the Jackson Town Council held on the ____ day of _____, 20____.

Attest:

Town of Jackson

Clerk

Mayor





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 12, 2019

MEETING DATE: DECEMBER 16, 2019

SUBMITTING DEPARTMENT: PLANNING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

SUBJECT: **ITEM P19-201:** A REQUEST FOR AN AMENDMENT TO THE SNOW KING
PLANNED RESORT DISTRICT MASTER PLAN

APPLICANT: SNOW KING RESORT MASTER ASSOCIATION - SKRMA
RYAN STANLEY

REQUESTED ACTION

Snow King Resort Master Association has applied to the Town of Jackson to amend its Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development of the Town Land Development Regulations. Specifically including the following actions:

- A. Amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development
- B. Amendment to an associated Sketch Plan pursuant to Section 8.7.3 Planned Unit Development and Section 8.3.1 Sketch Plan.

APPLICABLE REGULATIONS

Section 8.7.3 Planned Unit Development
Section 4.3.1 All Planned Resort Zones
Section 4.3.2 Snow King
Section 8.7.1 LDR Text Amendment
Section 8.7.2 Zoning Map Amendment

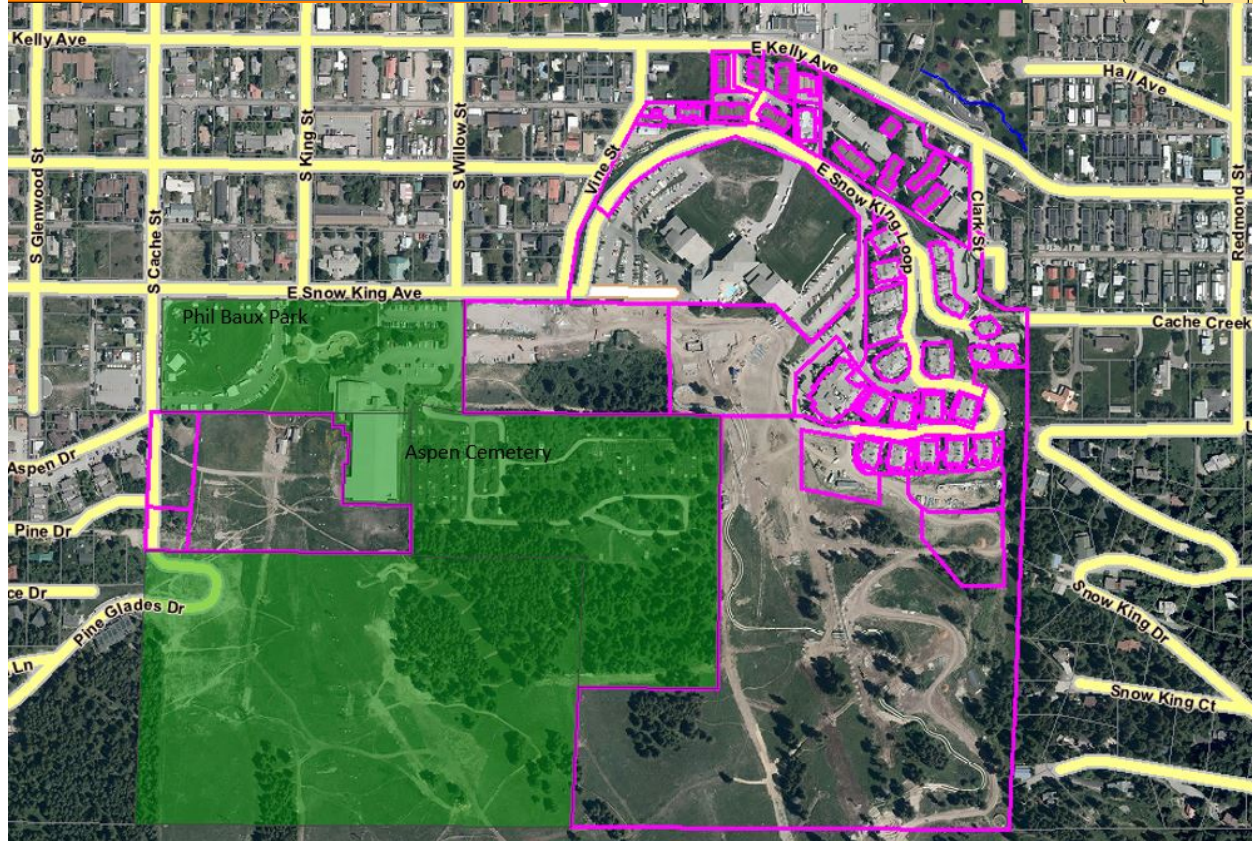
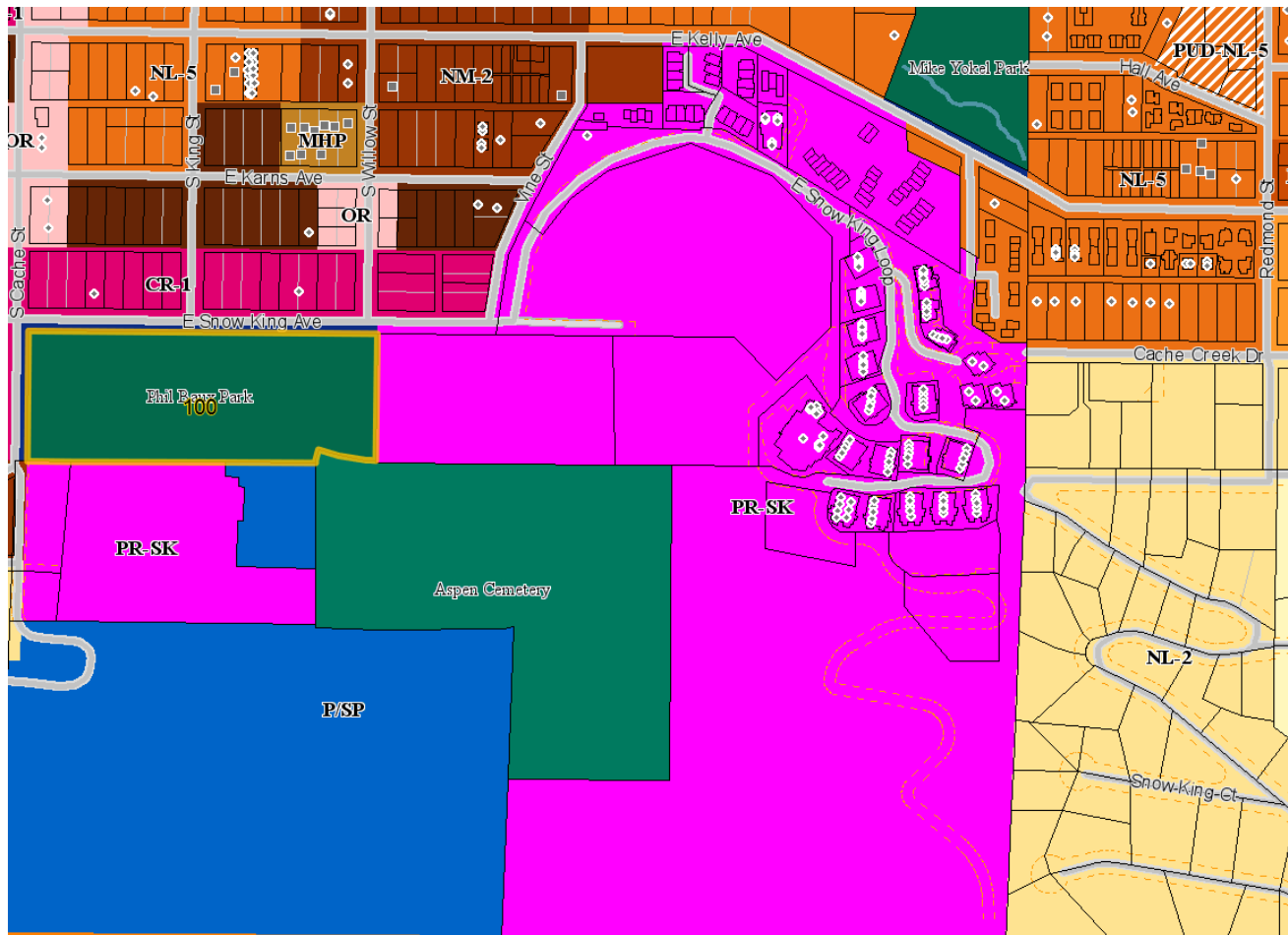
LOCATION

Character District: 2: Town Commercial Core

Subarea: 2.1 - Snow King Resort

Zone: Planned Resort - Snow King (PR-SK) pink on below map

Overlay: N/A



BACKGROUND

The original Snow King Planned Resort District Master Plan was approved by the Town in December of 2000. During the months leading up to adoption the Town Planning Commission and Town Council had approximately 15 meetings to review and make changes to the plan prior to adoption. Subsequently the Town has approved two amendments to the Master Plan. The first included the removal of a ski lift that was to be located in the Clarke Knoll area, a decrease in the building setback along the eastern boundary from 100 to 70 feet and the relocation of some of the Love Ridge condominium buildings. The second amendment focused on changes to the Housing Chapter allowing individual projects to satisfy their housing requirements instead of housing being the overall responsibility of SKRMA. In addition, there have been numerous Development Plans approved at all levels (minor, intermediate and major) to allow development of the buildings and recreational improvements allowed under the plan including but not limited to:

- the Grandview and Love Ridge Condominiums (short term rentals),
- the Grandview Lodge (conference space, condominiums, office and unfinished second floor),
- One Town Hill Condominium project,
- the Rafferty Center Complex (two resort support buildings including ticketing, restaurant, and associated space)
- Mini golf course
- Mountain Coaster
- etc.

The original Master Plan allowed for a total of 915,000 square foot of total development and 2,208 guests measured by APO (average person occupancy) for lodging uses. In total approximately 351,662 square feet has been constructed to date and 1,113 guest APOs. Following is a more detailed breakdown:

Building Floor Areas (Above Ground) and APO's					
Used, Allocated and Available for Future Development					
		Building Floor Area		Lodging Capacity (APO)	
Existing Hotel		136,000	sf	408	Guests
Love Ridge Buildings 27 thru 36		81,354	sf	160	Guests
Grand View Buildings 48 thru 52		41,131	sf	80	Guests
Grand View Lodge and Spa (lot 55)		32,097	sf	32	Guests
One Town Hill - 680 S. Cache Street		61,080	sf	433	Guests
Total Used		351,662	sf	1113	Guests
Total allowed in the Snow King Resort Development		915,000	sf	2,208	Guests
Total Remaining		563,338	sf	1,095	Guests

At three (3) meetings in September and October 2018, the Town Planning Commission reviewed a previous amendment the Snow King Master Plan (2018 Amendment). At the October 3 meeting the Commission recommended approval of the application to Town Council with 27 suggested amendments. Subsequent to the Planning Commission recommendation, the Town Council reviewed the application over a series of

approximately nine meetings. After much consideration and review of the application by the public, applicant and Council the applicant chose to withdraw the application on February 26, 2018. Please see the letter attached for justification for the withdrawal at that time.

The current application is a completely separate application and not a continuation of the previous application, however, much of the content is similar and builds on the previous review process. In fact, the applicant essentially agrees with all the 25 amendments from the Council, except those regarding temporary special events and uses. For this reason, this staff report summarizes the content of the previous suggested amendments because, except where noted, the content of those recommendation have been incorporated into the current application.

Pursuant to the Master Plan and Land Development Regulations all projects within the Master Plan must first be reviewed and approved by Snow King Resort Master Association prior to being submitted for review by the Town.

PROJECT DESCRIPTION

Following is a brief summary of the proposed changes to the Snow King Planned Resort District Master Plan provided by the applicant including changes included in the 2018 review, the conditions required in response to the 2018 review, and the changes that are new for the 2019 proposed amendment.

2018 Amendments by Chapter (not adopted due to withdrawal of application):

- I. Statement of Purpose and Existing Conditions
 - o Updated references to importance of conference business.
 - o Updated reference to Pine Lodge (now One Town Hill Condominiums).
 - o Updated references to Sub-Area 7.
 - o Updated maps to include satellite imagery of existing conditions and ownership changes since 2000.
 - o Updated ski area map and added map of accepted USFS Master Plan for the ski area.
- IV. Master Site Plans
 - o Updated Proposed Master Plan Map & Sub-Area Maps.
- V. Land Use Plan
 - o Updated references to a large daycare operation.
 - o Updated uses permitted within the recreation land use zone.
 - o Added a paragraph on uses not governed by this Master Plan.
- VI. Design Guidelines
 - o Changes to section on roof materials and design.
 - o Changes to reflect removal of sub-area 6 & 7 from maps.
- VII. Dimensional Limitations
 - o Added specific considerations for sub-areas 3, 4, and 5 with respect to dimensional limitations.
 - o Clarified FAR definition to reflect usage within the Master Plan.
 - o Updated Sub-Area Maps.
- VIII. Housing Element
 - o Updated housing mitigation plan to change from a static mitigation rate to one that mirrors current

Land Development Regulations.

- o Added reference to proposed employee housing complex on Vine St.
- o Updated housing requirements to be in-line with other ski resort housing requirements in Teton County.

IX. Transportation Elements

- o Updated section on street improvements to include reference to proposed improvements in the area of Phil Baux Park.
- o Added requirement for parking analysis associated with transportation demand monitoring requirement.

XI. Phasing and the Snow King Resort Master Association

- o Updated SKRMA requirements and role within the Resort District.

XII. Community Services Element

- o Added proposals for mountain sports training complex, support for a second sheet of ice, and Lodge Room enhancements.
- o Updated references to the community service elements that Snow King currently provides that were not noted on the prior Master Plan.
- o Added information on winter/summer uphill travel policies.
- o Updated trail system access support references.
- o Updated references to how Snow King directly supports and caters to community non-profits.

Master Plan amendments that were requested or required by the Town Council and Town Planning Staff as part of the 2018 Master Plan amendment review process (not adopted due to withdrawal of application):

1. Chapter 2: Revised to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.
2. Chapter 3: References to Land Development Regulations have been updated to reflect most recent LDRs.
3. Chapter 4: Sub-area maps have been updated to ensure buildings fall entirely within one sub-area and uses are more consistent within each sub-area.
4. Chapter 4: The existing condominium area (sub-area 7) was added back to the master plan and it has been indicated that all property owners within the sub-area will be encouraged to be a part of SKRMA.
5. Chapter 5: No changes have been proposed to the land use schedule. A zip-line is proposed for sketch plan approval as part of the master plan in sub-area 4.
6. Chapter 5: Changes have been made to indicate the importance of temporary uses and events within the resort district as well as indicating how these uses are consistent and permitted at other resort districts in the region.
7. Chapter 5: Day care/education has been added as an allowed basic use in all building envelopes.
8. Chapter 5: Example development chart has been updated to reflect new proposed sub-areas and associated uses.
9. Chapter 6: A requirement has been added that all buildings be reviewed for compliance with Master Plan Design Guidelines by the Town Design Review Committee.
10. Chapter 7: Language has been added that additional landscaping and screening could be added at time of development plan for lots 53, 57, & 58 and building designs have been updated to include architectural plans that were previously approved for construction by the Town of Jackson.
11. Chapter 7: A requirement for alternative transportation mode improvements to connect the Master Plan to Cache Creek Drive has been added.
12. Chapter 7: A revised building plan for buildings on Vine St. has been provided with a maximum building

- height of 39 feet listed.
13. Chapter 7: The use table has been revised to allow for light industrial uses in sub-area #4 and #5.
 14. Chapter 7: Language has been added that all development within the Master Plan shall meet LDR Hillside Development Requirements.
 15. Chapter 7: Sub-area #5 has been revised to include an option for a second sheet of ice.
 16. Chapter 7: A revised plan is presented for a gondola that does not land disturb the area commonly known as Phil Baux Park. The plan includes a gondola landing on leased land for the operation of the ski area to the South of the existing parking lot with design considerations for circulation, building placement, and street level elevation as suggested upon review.
 17. Chapter 8: Statement that all future development shall be subject to TOJ Housing requirements in the LDRs has been added.
 18. Chapter 8: Language regarding banking credits for housing units has been removed from Chapter 8.
 19. Chapter 9: TDM requirements have been revised to include free or reduced level bus passes to all employees, free or reduced level bus/bike passes to guests, off-site parking for employees, the promotion of alternative modes of transportation Including START bikes, and the promotion of transit usage in marketing and website promotional material. TDM requirement has been updated to include a minimum of 5 TDM strategies at all times.
 20. Chapter 9: The most current TDM report has been included with the Master Plan.
 21. Chapter 9: The gravel lot in sub-area must be paved in conjunction with development of a gondola as a temporary measure prior to development of the sub-area 2 parcel. This lot will be designated for tour bus parking with appropriate signage to direct guests to amenities within the resort.
 22. Chapter 9: Master plan is revised to state that resort district will participate in TDM programs with surrounding property owners and users in the future.
 23. Chapter 9: Master plan is revised to require the provision of parking counts for all surface parking lots over 10 spaces as part of TDM requirements.
 24. Chapter 10: A paragraph pertaining to the existing engineering plans has been added to address topics raised by the Town Engineer.
 25. Chapter 11: A collection of phasing and specific entity requirements has been added to this chapter as discussed by Town Council. These include the following additions:
 - a. Statement that SKRMA bylaws have been provided to the Town of Jackson outlining membership and participation requirements.
 - b. A 1% funding fee requirement has been adopted by SKRMA and the agreement will be provided to the TOJ.
 - c. Requirement has been added that if private shuttle services stops then SKRMA will have to contribute to START.
 - d. Requirement that Snow King Mountain will maintain 49 hours of operation a week during the winter and maintain access to current user groups has been added.
 - e. Requirement that SKRMA provide an annual report to the TOJ has been added.
 - f. Requirement for TDM plan compliance remains in effect.

New changes proposed as part of the 2019 Master Plan Amendment:

1. Sub-area 1 has been updated to reduce the number of additional wings proposed on the Snow King Hotel from five to two and it is proposed that the use change from hotel rooms to condominiums.
2. The Snow King Loop Road is proposed to be moved in order to accommodate additional employee housing buildings on Vine St.
3. Additional buildings are proposed on Vine Street to meet the higher mitigation rates of the Town of Jackson updated employee housing requirements.
4. An optional change in use for the conference center in sub-area 2 is proposed so that it could be considered for indoor recreation or conference space at the time of development plan.

5. A zip-line is proposed to land in sub-area 4 in place of sub-area 5 and sketch plan level drawings are included for the zip-line.
6. Additional detail has been provided for buildings on lots 53,57, and 58 including architectural plans for buildings on lots 53 and 57. These architectural plans were previously approved for construction by the Town of Jackson.
7. A site plan for a gondola landing to the south of the parking lot in Phil Baux park on land currently leased for ski area operations has been included for sketch plan approval.

Staff notes that the applicant has also submitted amendments to their United States Forest Service Master Plan permit. Although those amendments are not directly part of this application they are interrelated. In addition, it should be noted that in order to implement portions of both the Town and Forest Service Master Plans, revised lease agreements with the Town for Town-owned property may be required (i.e. proposed plans for Phil Baux Park). Staff raises this issue of interrelated amendments only to inform the Council of the concurrent review/approval processes going on related to Snow King Mountain. Staff recommends that the Council limit their comments primarily to the Town Master Plan amendment but not to be overly concerned about which Master Plan or lease agreement a public comment is addressing as in some instances staff finds it important to consider improvements or commitments made outside the Town Master Plan as they impact or relate to the amendments proposed to the Town Master Plan being reviewed.

STAFF ANALYSIS

Overview of New PUD Process

Pursuant the Section 4.3.1.C Legislative Act of the LDRs Planned Resorts shall be reviewed as follows:

Each Planned Resort Zone is subject to the legislative authority of the Town Council and to the findings and procedural standards outlined in Sec. 8.7.3. An approved Planned Resort Master Plan shall establish the development standards for that Planned Resort Zone.

While the Master Plan was previously reviewed as a development option approved as part of or “on top of” the property’s existing zoning, a PUD under the new LDRs is processed as a zone change (both map and text) which is approved by ordinance, thus three (3) ordinance readings are required to officially adopt. It also has a requirement for a Master Plan that summarizes the primary development standards and uses required or allowed in the PUD for that particular property, creating individual development standards for each subarea. Under the LDRs a Sketch Plan review is also incorporated at this time. The Sketch Plan is a written and graphic representation of a development concept. The purpose of the Sketch Plan is to represent a proposed development at a preliminary, conceptual level of detail. Furthermore, it is the purpose of the Sketch Plan, through its preparation by the applicant and subsequent review by the Town, to identify development-related issues, which must be addressed in greater detail prior to or concurrently with the Development Plan to be submitted at a later date.

This site is located in a transitional area of Town slated for significant redevelopment by the Comprehensive Plan. As a Master Plan, many of the dimensional standards are project-specific and only can be determined by reference to the approved Master Plan. Future review of Development Plans is thus based primarily on determining consistency with the requirements of the approved Master Plan (not the LDRs, as is typical), which provides conceptual approval and direction for all future development of the site.

The applicant has submitted a track-change version, clean version and summary of changes to the Master Plan to show all proposed amendments to the Master Plan. Below staff has provided a summary of the changes and corresponding staff analysis by Chapter.

On November 6 and 21, 2019 the Town Planning Commission heard Item P19-201 an amendment to a Resort Master Plan an amendment to an associated Sketch Plan. On November 6, the Commission received a presentation from staff and the applicant regarding the application, engaged in a question and answer session with the applicant and staff, received public comment and began initial discussion. Upon the conclusion of the item on November 6, the Commission continued the item to a Special Planning Commission meeting on November 21, 2019. At the November 21 meeting the Commission recommended approval of the application to Town Council with 23 suggested amendments. Below staff has summarized the Commission discussion and analysis of the application and provided their recommended amendments. Staff recommended amendments are the same as those of the Planning Commission at this time. Staff has provided some Commission discussion from the 2018 review of the application when deemed appropriate and beneficial.

Chapter 1: Statement of Purpose and Existing Conditions

Staff finds that the most significant change to the statement of purpose section relates to changes to the language regarding the convention center. The application proposes to remove and modify the following statements as shown below:

The heart of our lodging business is meetings and conferences, and as such the proposed new Conference Center, is located in the center of our complex.

In the past, Jackson desired a full-service, year-round convention center to complete its array of visitor services; however, today, Jackson has a wide range of convention space that serves the community well. This proposed Master Plan offers the community the opportunity to shift from a focus on convention space to a greater focus on recreation in a manner that will benefit the entire downtown area.

The deleted and new language (red) would remove the current emphasis of the convention center as a key component to the overall purpose and vision of the Master Plan and introduce the use of this area for recreation as an alternative to convention space. Staff notes that there is no proposed change to the location of the large convention facility located in Sub-area #2 at this time just the introduction of indoor recreation as an allowed use in this space. Staff finds that the removal of this language may influence future discussion and direction as to the location and prominence of the convention center function in the Master Plan in the future. Staff has not proposed any specific changes to this section at this time but finds the Council should discuss the proposed changes and determine what level of importance the convention center should play in the Master Plan going forward and whether the new indoor recreational use is appropriate. Discussion and clarification of this important theme of the Master Plan at this time will assist in any future changes to Sub-area #2 and the overall phasing plan.

In addition, staff finds that the proposed updates to the existing conditions, information, and maps are a significant benefit to the revised plan allowing the community to better understand what development has occurred and how it fits into future development. The revised maps also assist in considering amendments to building envelopes proposed in this amendment and in the future. The Existing Conditions Plus Approved Plan map on page 18, helps to illustrate the future location of proposed buildings primarily on the eastern edge of the Master Plan that are proposed to be amended in later Chapters. In addition, while staff notes that the inclusion of the proposed 2014 Forest Service Master Development Plan - Upgrade Plan is appropriate for context and to help consider its impacts on the private land at the base, inclusion of the plan should in no way imply approval of said plan by the Town.

Staff has noted some inconsistencies throughout the Plan regarding whether properties located in sub-area #6 Existing Condominium Area, are required to be part of SKRMA or not, although many were developed before the adoption of the Master Plan in 2000.

Planning Commission (PC) Discussion

Commission discussion previously on supported the inclusion of recreation in the overall vision for the resort as it was found to be consistent with the "Town Hill" recreational amenities and associated lodging with the existing conference space meeting the future needs of the community.

The Commission had significant discussion and public comment regarding whether the existing condominiums in Sub-Area #6 should be included in SKRMA. It was noted by staff that the 2000 Master Plan places these properties within the District but not in the Master Plan but that the 2019 proposed amendment places them in both the District and Master Plan. The Commission concluded that all properties that benefit (short term rental and lodging) from the Master Plan should be included in SKRMA but that proper notification and documentation should be provided outlining the long term financial responsibilities of the owners.

Staff and PC Recommended Amendments:

1. The applicant shall revise the Master Plan to clearly articulate the role, function and location of the convention center portion of the Master Plan going forward.
2. The applicant shall retain the statement proposed for deletion shown on page 8.
3. The applicant shall revise the included zoning map to current zoning.
4. The applicant shall revise the plan to clarify whether properties in sub-area 6 are required to be part of SKRMA or not. If these properties are included in SKRMA the long term financial responsibilities and obligations for future improvements shall be documented prior to assessment of any SKRMA fees or assessments.

Chapter 2: Consistent with the Comprehensive Plan

The applicant has proposed changes to this Chapter to include reference to the 1994 and 2012 Comprehensive Plan previously not included. Staff finds this acceptable as the Master Plan was based upon and remains rooted in the 1994 Comprehensive Plan but should also be reviewed for consistency with the 2012 Comprehensive Plan to determine whether the required findings of approval can be made, especially for projects proposed in the future.

Staff has proposed a condition of approval that the applicant work with staff to include some additional detail from the 2012 Plan in the document to allow a thorough review for consistency. In addition, the condition requires consideration of the interrelatedness of the 1994 and 2012 Plans.

Planning Commission (PC) Discussion

The Commission previously had a brief discussion regarding the applicability of both the 1994 and 2012 Comprehensive Plans and discussed that both Plans should be utilized in making the required findings for the application.

Staff and PC Recommended Amendments:

5. Applicant shall revise Chapter II to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.

Chapter 3: Compliance with the Land Development Regulations

The application has proposed no significant changes to this Chapter except for updated references to the Land Development Regulations to incorporate the current Land Development Regulations. Staff does not find that this will have any effect on the content of the Master Plan or on the appropriate review standards and findings. Staff notes that the Master Plan and associated LDRs set the maximum amount of development at 915,000 square feet and the maximum lodging capacity of 2,460 guests. This Chapter also outlines the required findings of approval required of the original Master Plan.

Planning Commission (PC) Discussion

Staff previously clarified for the Commission that there were no content amendments proposed and that it was staff's intent with the recommended amendment to update the 2000 Master Plan to include 2018 LDR references only.

Staff and PC Recommended Amendments:

None

Chapter 4: Master Site Plans

The applicant has revised the master site plans to reflect buildings and improvements that have been completed to date, new Sub-area locations and amenities and the relocation of some buildings within proposed Sub-areas #1 and #3. The applicant has proposed to reduce the total number of Sub-areas from 7 to 6. This was accomplished by consolidating two previous sub-areas into a new Sub-area #3 which includes similar condominium style of development. Sub-area #3 was also amended to include all of the Grandview Lodge building. The included trails and sidewalk plans have remained unchanged.

Planning Commission (PC) Discussion

The Commission previously clarified that this item did not affect the total amount of floor area allowed in the Master Plan as that was capped at 915,000 square feet.

Staff and PC Recommended Amendments:

None

Chapter 5: Land Use Plan

The purpose of the Land Use Plan Chapter is to primarily establish the allowed uses within the Master Plan. The Chapter divides this topic into two specific areas: 1) Uses Permitted within Building Envelopes and 2) Uses Permitted within the Recreation Land Use Zone. Within the Building Envelope areas staff notes the only significant change is the addition of Day Care Center Group as a basic use. Staff is supportive of this addition. The applicant has proposed changes/clarification to the allowed uses in the Recreation Land Use zone primarily to incorporate uses such as ziplines, yurts, splash pads and water features, mountain coasters, mazes, ropes courses, outdoor food and beverage facilities, and pathways not specifically called out before (see page 46-47). Staff is recommending that all Outdoor Amusement/recreation and Commercial Amusement uses be allowed only through application for a Conditional Use Permit. Staff finds that the level of interest from the public on these types of amenities in the past has been significant and the ability of the public and Town to review specific

proposals for neighborhood compatibility will be important moving forward. Staff also notes that the Council may want to consider if any of the proposed amenities should not be allowed to be proposed.

The applicant has proposed that a zip line be allowed to be proposed in sub-area #4 only. This would preclude the applicant from proposing a zip line in any other sub-area of the plan and only in sub-area #4 upon approval of a Conditional Use Permit (CUP). The proposed location of the zip line will be further addressed below. Staff recommends that the Commission discuss whether a zip line should be allowed through a CUP in this area. A conditional use is one found to be generally compatible with the area but in need of a more specific detailed review of compliance with the surrounding neighborhood when conditions addressing items including but not limited to hours of operation, days of operation, noise, light, visual impacts, etc. can be addressed.

The applicant has added a discussion on page 47, regarding proposed expansion of the United States Forest Service resort boundary to accommodate a new access road to the summit, ski terrain and other amenities. The applicant goes on to state that the expansion of the USFS permit boundary is not inconsistent with the 2012 Comprehensive Plan to prohibits resort district expansion on private lands. Although staff generally concurs with this statement it may not be appropriate for inclusion in the Master Plan.

The applicant has added temporary special events as permitted by right. Although staff is generally comfortable with this request as it is on private property and generally compatible with the resort, discussion during the Town Council review in 2018 sought to limit these types of uses. Staff requests Council discussion of this use and whether it is appropriate to permit by right, permit by right within certain parameters (not visible from a public road, certain number a year, noise levels, amplified sound, hours of operation, etc.), allowed only through approval by Town Council similar to special events on public property, allowed through a Conditional Use Permit, or not allowed.

The final page of this Chapter provides a revised Example Development chart incorporating all proposed changes to sub-areas and associated uses and square footages. Staff notes that the purpose of this chart was not to bind the applicant to the square footages and uses indicated in it, but it is helpful to illustrate a possible development example of how the total amount of square footage could generally be allocated throughout the Master Plan. Staff notes that square footage allotments are not prescribed in the Master Plan by Sub-area or building envelopes although private transactions serving this purpose may have taken place. The actual amount of square footage and allowed uses are only determined at time of Development Plan approval. This Chapter refers to improvements on Town property and Forest Service Property, discussion of this topic is provided below.

The applicant has also added a paragraph in this chapter stating that all proposed facilities located outside the PRD boundaries are provided for reference only and are not part of this application.

Planning Commission (PC) Discussion

The Commission discussed that adding new recreational uses was appropriate based upon new types of uses including splash pads and zip lines that were not known in 2000 when the Plan was originally approved.

The Commission previously discussed at length whether a CUP should be required for all Outdoor Amusement/recreation and Commercial Amusement uses or whether there should be a threshold that would allow for staff level review. The Commission discussed that a CUP process provided transparency to the public and an opportunity for public comment on these types of uses in order to determine such characteristics as hours of operation, lighting, smell, noise, etc., on a case by case basis. Specifically, the Commission found that including the cumulative impact of the proposed zipline along with the existing mountain coaster, alpine slide, mini golf, maze and other amenities was appropriate to address future and existing compatibility issues. The

Commission revised the proposed staff condition to require all “permanent” Outdoor Amusement/recreation and Commercial Amusement uses obtain a Conditional Use Permit.

The Commission had discussion on temporary uses, specifically how special events are handled on other private and public property. Staff explained that special events on public property typically require approval by the Town Council, but private events do not (noise permit only). Based upon this information and discussion the Commission concurred with the applicants request to allow temporary events as permitted by right.

Staff notes that based upon previous Commission discussion the applicant has added language to ensure that all improvements associated with temporary uses would have to be permanently removed upon expiration of the temporary use. The Commission discussed examples, such as a horse riding stable or construction staging area, which should not be allowed for approval as temporary uses year after year as only a basic use permit.

Staff and PC Recommended Amendments:

6. Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses.

Chapter 6: Design Guidelines

The only significant design change to this Chapter is related to the type of roof materials that may be used. Staff has no concerns with the proposal. In addition, the applicant is proposing that all buildings be reviewed by the Town Design Review Committee (DRC). The DRC review would be limited to review against the Master Plan Design Guidelines only. Staff is supportive of this amendment to better assist staff and the community to ensure the design vision and guidelines outlined in the Master Plan are upheld by trained professionals. Staff notes at the time of adoption of the original Master Plan the Town did not have a DRC to assist in this type of review.

Planning Commission (PC) Discussion

The Commission previously discussed the example of the One Town Hill project that did not have to present to the Town Design Review Committee. The Commission was supportive of staff's recommended amendment and the applicant's proposal to require Design Review Committee review of Master Plan buildings going forward.

Staff and PC Recommended Amendments:

None

Chapter 7: Dimensional Limitations Plan

The proposed Master Plan amendments call for amendments to the Building Envelopes and allowed uses within Sub-areas 1, 2, 3, 4 and 5.

Sub-Area #1

The 2019 proposed Master Plan amendment for Sub-Area 1 proposes a significant decrease in hotel rooms replaced with an increase in condominiums and employee housing. The applicant is proposing to replace the previously approved 5 additional wings off the existing hotel totaling approximately 50,000 ft² each, with two (2) standalone condominium buildings of approximately 60,000 ft² each. This is a reduction of

approximately 130,000 ft² of hotel rooms. The proposed site design leaves significant additional landscape area for temporary events associated with the facilities. Staff is generally supportive of the proposal as condominium uses are an allowed use within the resort and the proposed building locations seem to provide an opportunity for adequate site circulation and additional open space advantageous to the Master Plan. Final parking requirements and building designs will be addressed at time of Development Plan review. Staff has placed as a condition of approval that a maximum building height for both structures be determined at this time.

In addition, the sub area has been redrawn to include all of the resort property on Vine Street proposed to house three new buildings utilized for a combination of required workforce affordable housing and market rate apartments. In order to accommodate these structures, the existing resort loop road will need to be shifted and the existing parking reconfigured. The design of these buildings on Vine Street will include a sidewalk and complete street cross section connecting the facilities to the resort and a maximum building height of 39 feet and three stories above grade.

Staff is supportive of the removal of industrial uses previously proposed for the area along Vine Street removing the concern over the compatibility of the previously proposed residential and industrial uses in the area. The proposed structures maximum height of 39 feet is consistent with the adjacent NM-2 and NH-1 zoning districts. Staff has some concern regarding the bulk and scale of the proposed buildings along Vine Street including the proposed 10-foot front setback. Staff has recommended increasing the setback to 15-20 feet to allow for adequate landscaping and screening adjacent to the structures and to be able to accommodate all features of a complete street along Vine Street accommodating all modes of transportation including START buses and pedestrians and bikes specifically in a safe and inviting manner. Staff has also requested the applicant provide information regarding the elevation of the proposed structures and the height of the adjacent resort loop road to better be able to consider the height of the proposed structures. Staff is not supportive of the proposed vehicle access drive located near the Snow King and Vine Street intersection. The appropriate amount and type of parking will be determined at the time of Development Plan.



Current



Proposed

Sub-Area #2

There are no proposed changes to the physical layout of this sub-area. As described above the applicant has proposed amending the Master Plan to remove the current emphasis of the convention center as a key component to the overall purpose and vision of the Master Plan and introduce the use of this area for recreation as an alternative to convention space. Staff notes that there is no proposed change to the location of the large convention facility located in Sub-area #2 at this time just the introduction of indoor recreation as an allowed use in this space. Staff finds that the removal of this language may influence future discussion and direction as

to the location and prominence of the convention center function in the Master Plan in the future. Staff has not proposed any specific changes to this section at this time but finds the Council should discuss the proposed changes and determine what level of importance the convention center should play in the Master Plan going forward and whether the new indoor recreational use is appropriate. Discussion and clarification of this important theme of the Master Plan at this time will assist in any future changes to Sub-area #2 and the overall phasing plan.

Sub-Area 3

Sub-area #3 proposes revised or new building envelopes related to 3 platted lots created in this area after adoption of the Master Plan in 2000. The 3 lots do not neatly correspond to any of the existing building envelopes in the current Master Plan. The proposed amendments would relocate and/or create new building envelopes associated with the existing platted lots. See below an illustration of the current building envelopes in this area and the proposed revised locations.



Current



Proposed

The proposed amendments including the two building envelopes (Lots 53 & 58) on the eastern edge of the Sub-area continue the style, and bulk and scale of the existing Love Ridge and Grandview developments further up the hillside. The third building envelope (Lot 57) located to the west of the previous two is located in an area where development was not previously contemplated. All proposed building envelopes would allow three story structures in a single building. Currently structures in this area are allowed to be 2 stories in height and are broken into multiple smaller buildings. The applicant has provided conceptual elevations of the proposed structures on lots 53 and 57 with the inclusion of language to ensure compatibility with the neighborhood to the east including but not limited to stepping down the building height, additional landscape screening, etc. Staff does have some concern over the possible location and size of the proposed building on Lot 57 specifically its impact on the adjacent ski area. Staff is recommending language be added to the plan to specifically address this issue at time of Development Plan review, including but not limited to shifting the building to the east, reducing the footprint of the building, breaking it up into multiple buildings, etc.

The applicant is proposing to complete the bike and pedestrian connection from the resort to Cache Creek Drive as part of the development of this sub-area.

Sub-area #4

The most significant changes in Sub-area #4 are the removal of the Mid-Mountain Lodge and location of a zip line facility completely within the Resort Boundary. During the review of previous applications and through public comment it was recommended that if a zip line were to be included in the Master Plan this location was preferred over along the western edge of the Master Plan landing in Phil Baux Park. With the approval of the proposed Master Plan amendment the specific review of the zip line would be required through a Conditional Use Permit process to determine compatibility specifically including but not limited to hours and days of operation, lighting, noise, height, screening, etc. Staff is recommending the Commission discuss the appropriateness of the proposed zip line as part of the overall Master Plan as part of your review of the application. Staff generally finds that the location in close proximity with the other similar mountain amenities including the mountain coaster, alpine slide, mini-golf and maze is the appropriate location concentrating these outdoor recreational amenities internally within Sub-Area #4. With that being said the cumulative effect of concentrated noise, lighting, and other impacts should be considered as part of a future Conditional Use Permit, including review and limitations of the operational characteristics of all outdoor recreation facilities in this area.



In addition, the applicant has added light industrial uses as an allowed use in this Sub-Area. Staff recommends that all light industrial uses be reviewed and approved as a Conditional Use Permit to determine their compatibility with the surrounding uses and specifically in this area the cumulative impact of these uses along with outdoor recreation in this area.

Sub-area #5

The applicant has proposed to add two additional building envelopes in this Sub-area, one for a maintenance facility and one for a mountain sports training facility and/or a second sheet of ice. Staff is generally supportive of the location, bulk and scale and uses proposed being compatible with those existing. Additional facilities included in this area on Town-owned property will be discussed below. Staff has added an amendment to ensure that all development within the Master Plan but especially the proposed mountain maintenance facility meet all LDR hillside development requirements in place at the time of Development Plan. Staff does have concern with the limited area proposed in the Master Plan for light industrial uses associated with mountain operations and overall resort maintenance. Staff has placed as a condition of approval further discussion of this topic in order to determine if more space is needed for this use and if so where it will be located.



Planning Commission (PC) Discussion

The Commission was supportive of the proposed changes in Sub-Area #1 to the hotel reducing the amount of square footage and increasing the amount of green space in the area. There was some discussion of the shift from traditional hotel rooms to condominiums and the associated impacts from each. In the end the Commission concluded that both uses were allowed by the Master Plan and were appropriate. The Commission also discussed the proposed workforce housing on Vine Street. The Commission reduced the proposed setback from 15-20 feet to 10-20 feet giving the applicant more flexibility to accommodate the proposed housing along with a complete street for Vine Street. There was discussion on whether Vine Street could be made one-way to mitigate for the reduced 40' right of way when 60' is typically required. The Commission also discussed the setback of the proposed buildings with the proposed 39' height limit. After comparing the proposed height with that of the surrounding zoning districts the proposed height was found to be compatible.

The Commission was supportive of the proposed building elevations for buildings 53 and 57 finding them in keeping with the overall bulk, scale and design of the resort.

Staff and PC Recommended Amendments:

7. Applicant shall provide a maximum building height for all structures within Sub-Area #1.
8. Applicant shall revise Sub-Area #1 to include a 10-20-foot setback along Vine Street to allow for adequate landscaping and screening adjacent to the proposed structures and to be able to accommodate all features of a complete street along Vine Street including all modes of transportation including START buses, pedestrians and bikes in a safe and inviting manner.
9. Applicant shall provide information in Sub-Area #1 regarding the elevation of the proposed structures along Vine Street and the height of the adjacent resort loop road to better be able to consider the height of the proposed structures prior to approval of the amendment.
10. The applicant shall remove the proposed vehicle access drive located near the Snow King and Vine Street intersection.
11. Applicant shall include language in Sub-area #3 for Lot 58 to ensure compatibility with the neighborhood to the east including but not limited to consideration at time of Development Plan of stepping down the building height, additional landscape screening, etc.
12. Applicant shall revise Sub-area #4 to state the applicant will be required to submit a separate application for a Conditional Use Permit for the proposed zip line. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area.

13. Applicant shall provide language in this Chapter to ensure that all development within the Master Plan shall meet the LDR hillside development requirements in place at the time of Development Plan.
14. The applicant shall provide discussion on whether appropriate areas for light industrial uses associated with mountain operations and overall resort maintenance have been provided for in Sub-Area #4 and #5 or other areas of the Master Plan to determine if more space is needed for this use and if so where it will be located.
15. The applicant shall revise the Master Plan to require all light industrial uses be reviewed and approved through Conditional Use Permit process.
16. Applicant shall revise all building elevations to include the appropriate sub-areas and buildings.

Chapter 8: Housing Element

Staff is very supportive of the applicant's proposal to amend the Master Plan to require all future development to meet the requirements of the then-current Town Land Development Regulations. This change places development within the resort at the same mitigation rate of all other property owners in Town. Staff has added a condition that the applicant revise the Master Plan throughout to refer to Affordable Workforce Housing Requirements and not Employee Housing Requirements. In addition, staff is very supportive of the inclusion of the proposed housing along Vine Street. Staff anticipates that these units will accommodate a mix of unit types and sizes to meet the diverse needs of employees within the Master Plan. The applicant has proposed the use of dormitories to meet their Housing requirements currently not allowed by the LDRs. Although staff is generally supportive of this request due to the unique diversity of employees within a resort compared to more traditional town businesses staff finds that there should be a limit to the number of dormitories that can be used to meet Housing Requirements. Staff has recommended that no more than 25% of the total required Housing be satisfied through the use of dormitory units. Staff is supportive of the amendment that requires the Snow King Resort Master Association (SKRMA) to monitor all Housing requirements within the District.

Planning Commission (PC) Discussion

Commissioners asked for additional discussion of the staff proposed limitation on the use of dormitory type units to only 25% of required housing square footage. Staff explained that their intent was to recognize that the resort may have a need for this type of unit based upon their employee make up different than typical businesses located in the Town.

Staff noted that these dormitory units could still only be occupied by a “qualified household”, defined as someone working 1560 hours a year (30 hours a week/annually) for a local business and who occupied the rental unit for a minimum of 80% of a lease term (the minimum lease term is 6 months, so 80% of that is 4.8 months). In addition, staff noted that “seasonal employees” not meeting the above definition of a “qualified employee” would still not be allowed to live in the dormitory units if approved. Compliance for a “qualified employee” is verified through an annual affidavit of employment (hours worked, wages, etc.), tenant affidavit stating that they do not own residential property within 150 miles, tenant oath stating that they occupy the unit for at least 80% of the lease term, and a copy of the executed lease .

Furthermore, it was discussed that the limitation (25%) was intended to require a variety of unit types not only dormitory type units to meet the affordable workforce housing requirements to ensure all employee types were provided a housing type that best meet their needs.

Staff clarified that the current housing requirements adopted in July 2018 prohibit the use of dormitory type units to meet the affordable workforce housing requirement and that Council previously found that since the requirements were for only full-time year around employees dormitory type units were not an appropriate unit type. Staff noted that during review of the 2018 Snow King Master Plan amendment, Council found that Snow

King should be held to the same housing requirements as all other businesses in Town. Council was open to a discussion of allowing dormitory type units or some percentage of them to be allowed for all businesses but were not comfortable making an exception for Snow King at that time.

Staff provided the following options for consideration by the Commission on this topic:

1. Prohibit the use of dormitory units to meet the affordable workforce housing requirement consistent with the Land Development Regulations.
2. Prohibit the use of dormitory units to meet the affordable workforce housing requirement consistent with the Land Development Regulations but should the LDRs requirements be amended to include a dormitory unit type it would apply to the resort as well.
3. Allow up to 25% of the affordable workforce housing square footage to be provided in dormitory style units OR some other percentage.
4. Allow dormitory type units to meet all the affordable workforce housing square footage requirements.

The Commission concluded that the 25% allowance proposed by staff was appropriate. In addition, the applicant requested that they be allowed the same use of dormitories as was being proposed by Teton Village Area 1 being reviewed and approved by Teton County. The Commission agreed with the applicant and revised the proposed condition of approval to reflect this request finding it a matter a fairness and competitive advantage that similar resorts should be treated the same. Council will be given an opportunity to review the Teton Village Area 1 amendment at a later date prior to final approval of this application.

Staff and PC Recommended Amendments:

17. Applicant shall revise the Master Plan throughout to refer to Affordable Workforce Housing Requirements and not Employee Housing Requirements.
18. Applicant shall revise the Master Plan to state that no more than 25% of the total required Housing be satisfied through the use of dormitory units and/or to be consistent with the allowed use of dormitory units in the Teton Village Area One Master Plan.

Chapter 9: Transportation Element

The Transportation Chapter of the Master Plan is divided primarily into two sections: 1) Transportation Demand Management and 2) Shared Parking. The most significant comment related to this Chapter from staff, including Planning, Pathways, START and Engineering, is the need to update it to incorporate the most current data and transportation improvements that have been made. All Town departments listed above have provided substantial comment on this application that should be reviewed and considered by the Commission (see attached). Below staff has provided more general comments and proposed amendments based upon Planning review and review of comments by other Departments. All of the proposed departmental conditions are attached. The Council may want to recommend additional amendments to this Chapter.

Transportation Demand Management

Based upon required traffic monitoring every three years since adoption of the Master Plan, the applicant has largely been successful in meeting the transportation and mode shift goals outlined in this Chapter. With that being said staff finds that much more focused consideration related to the Transportation Demand Management (TDM) plan could be incorporated into the plan at this time to ensure the identified goals continue to be met into the future. Specifically, START has recommended that the applicant be required to better integrate and utilize the START system as an alternative means of accessing the resort by employees, guests and visitors.

Specifically, START previously recommended and the applicant has included the following requirements of the TDM program moving forward:

- o Provide free or reduced-level bus passes to all employees
- o Provide free or reduced-level bus/bike passes to guests
- o Require off-site parking for employees
- o Provide START Bikes and promote alternative modes of travel for employee and guests
- o Promote transit usage in marketing and website promotional material

In addition, the applicant has revised the TDM to require a minimum of 5 strategies be implemented instead of the current requirements of only two.

Parking

Much time and energy was put into the overall shared parking approach incorporated into the existing Master Plan. With a few exceptions (special events, holiday weekends) staff finds that the shared parking approach adopted in the plan has largely been successful in balancing the need to provide new surface parking concurrent with new development and the ability to share largely existing and some new parking with new amenities without a significant increase in parking. Staff also notes that parking in this area certainly must be viewed not only from the demand created by the resort but also from the public uses surrounding it including: Ice Rink, Phil Baux Park, etc. Staff also finds that both on-street and off-street parking must be considered when discussing parking in the area. Staff notes that the specific pick up and drop areas and parking shown on Town right of way and property are not being considered or approved as part of this plan. Staff finds that this specific area will need to be cooperatively addressed moving forward to develop the best approach to accommodating the diversity of needs in the area. The pathway coordinator also notes that over parking in the area will be counterproductive to meeting the alternative transportation goals of the plan. The proposed amendments to the Forest Service Master Plan including significant increases in skier days and overall recreational amenities of the resort will need to be considered. At this time staff is recommending and the applicant has included that they be required to pave and maintain the availability of the surface parking lots in Sub-area #2 for use by all patrons to the area to address the current demand and future demand of the resort within the Forest Service Master Plan and surrounding land uses at the time of construction of the gondola. In addition, staff has included for consideration the use of these lots for parking for downtown employees. As specific uses and developments are added to the area the resort and surrounding land owners will need to work cooperatively to address future parking and TDM needs going forward.

Planning Commission (PC) Discussion

The Commission previously asked questions regarding the current Transportation Demand Management plan. The Commission found that the current TDM covered this topic well and that additional changes in addition to those provided by staff and applicant were not required. There was discussion of when additional parking would be required. The Commission agreed that the applicant should be required to include parking counts as part of its transportation monitoring requirement and that these counts would help determine when additional parking would be needed in the future. The Commission specifically discussed the timing of paving the parking areas required in Sub-area #2. It was found that staff and the applicant should develop an appropriate trigger to require the paving based upon occupancy of all of the lots in the resort consistent with the overall approach to shared parking. The Commission found this approach desirable to not provide too much free convenient parking too early which would work against the overall TDM program focused on getting visitors and guests to use alternative modes of transportation to access the resort.

Staff and PC Recommended Amendments:

19. Applicant shall revise the Chapter to incorporate the most current data and transportation improvements that have been made.
20. Applicant shall be required to maintain the availability of the surface parking lots in Sub-area #2 for use by all patrons to the area and the downtown. The applicant shall be required to pave these lots when deemed necessary by the Town based upon a trigger developed prior to Master Plan approval.
21. Applicant agrees to participate in a TDM program development for the entire Snow King Base area with other surrounding property owners and users.

Chapter 10: Capital Improvement Plan

The Town Engineering Department has provided substantial comments based upon review of the Capital Improvement Plan (see attached). The primary comments and conditions are that the applicant revise the infrastructure information provided in the current plan to include improvements that have been done since that time and include new proposed amenities and buildings in the analysis. In addition, Engineering has asked that the applicant verify that previous conditions of approval have been satisfied and if so to delete those conditions from the Master Plan.

Planning Commission (PC) Discussion

The Commission concurred with the recommended amendments by staff. Staff previously confirmed that the Town was not committing to what the Snow King streetscape would be with this plan.

Staff and PC Recommended Amendments:

22. Applicant shall address all conditions of the Town Engineer.

Chapter 11: Phasing and the Snow King Resort Master Association

Chapter 12: Community Services Element

The applicant has proposed amendments to these Chapters to clarify the role and responsibilities of the Snow King Resort Master Association (SKRMA) going forward. The proposed amendments do not include significant updates to the limited phasing plan in the current Master Plan.

Although much progress has been made on this topic staff finds that additional information and discussion should be provided by the applicant to ensure all parties are clear of the requirements and consequences for non-compliance moving forward.

The following section from Chapter 11 of the proposed amendment best describes the SKRMA responsibilities moving forward:

The responsibilities of SKRMA include serving as the conduit for all major development applications within the resort district, and assessing dues and fees for landscaping, snowplowing, and common area road repairs within the district. SKRMA is tasked with the responsibility of carrying out the Transportation Demand Monitoring plan associated with this master plan and submitting results as required to the Town of Jackson. The organization will have one primary point of contact for all inquiries, billing, and organizational requests. SKRMA will exist in perpetuity to oversee the administration and development plans of the

resort district and to ensure that resort commitments within this Master Plan are transferable to all new future owners of property within the district. SKRMA members will pay dues on an annual basis to cover costs associated with the management and operation of the organization. In July, 2019 SKRMA adopted a resort wide 1% fee on overnight lodging and income generated within the resort district as a funding mechanism for the district. It is proposed that all property owners within the resort district contribute to SKRMA via this resort wide fee structure.

In addition, the applicant has provided amendments and updated Chapter 12 to better reflect the Community Services/Benefit that has been provided to the community since the adoption of the Master Plan and ideas and proposals on how this will work moving forward. Specifically, the applicant has revised the Master Plan to include the following:

- a. Statement that SKRMA bylaws have been provided to the Town of Jackson outlining membership and participation requirements.*
- b. A 1% funding fee requirement has been adopted by SKRMA and the agreement will be provided to the TOJ.*
- c. Requirement has been added that if private shuttle services stops then SKRMA will have to contribute to START.*
- d. Requirement that Snow King Mountain will maintain 49 hours of operation a week during the winter and maintain access to current user groups has been added.*
- e. Requirement that SKRMA provide an annual report to the TOJ has been added.*
- f. Requirement for TDM plan compliance remains in effect.*

Staff finds that the above language and the rest of the chapter does provide some additional detail regarding the SKRMA responsibilities going forward. However, there is still missing identification of the related action that will be taken if the defined responsibilities are not met.

Specifically, staff still has questions regarding whether all properties located in Sub-areas 1-6 are required to be members of SKRMA and what specifically the 1% fee can be used for.

In addition, staff finds that the applicant should address the areas identified during the Snow King Stakeholder engagement process specifically as part of this application review which are as follows:

- Ensure SKRMA is a functioning entity as described in the year 2000 Resort Master Plan agreement, which is the current agreement with TOJ.
- Present the SKRMA “entity structure” to the TOJ council to agree on “mutual” compliance.
- Clearly define SKRMA’s responsibilities and members to avoid future “open to interpretation” issues
- Develop an agreement on commitments that functions in perpetuity that is transferable to any/all new owners
- Clarify and separate where appropriate SKRMA commitments from Snow King Mountain commitments
- Clarify where the SKRMA and Snow King Mountain commitments overlap and are connected.
- Require a financial commitment from all SKRMA members consistent with the current SKRMA/TOJ agreement.
- Ensure adequate parking; develop transportation demand management (TDM) plan
- Clarify maintenance expectations and requirements, including snow removal

- Contribute some percentage of fees/dues to support recreation (community center, ice rink, grant funding, etc.)
- Re-visit and confirm funding requirements per the 2000 Resort Master Plan with TOJ. (Or propose a new mechanism to TOJ.)

Furthermore, staff finds it is important to clearly define the role of SKRMA separate from the role and responsibilities of Snow King Mountain. Specially, staff finds that the applicant should address as part of this application areas identified during the Snow King Stakeholder engagement process which are as follows:

- Maintain clear and negotiated hours of lift operations (current hours desired but acknowledgment that needs may change in the future)
- Develop procedural agreement with Town of Jackson regarding how/when to allow closures for conditions (summit and ski hill)
- Ensure / negotiate affordable rates for locals with Town of Jackson (Details TBD; different definitions of “affordable” and “local” make it tricky.)
- Maintain access for current user groups

In addition, staff finds that significant additional detail must be provided on a proposed phasing plan. Staff finds that specific information related to public benefit and improvements as required by the Master Plan need to be clearly laid out and understood. Staff finds that much of the confusion and frustration with the current Master Plan shared by the public, applicant and staff is that items such as SKRMA and Snow King Mountain responsibilities and a detailed phasing plan establishing when and how the public portions of this plan are integrated into the private development aspects are not clear.

Staff's comment includes that significantly more detail and an associated phase plan/timeline must be developed to support the many good ideas and benefits described herein. Again, as stated above much of the confusion and frustration with the current plan is the lack of clarity around what is to be expected from SKRMA as it relates to this Chapter and what happens if it is not provided. Staff acknowledges that the specifics of this Chapter are in some ways directly related to proposals by the applicant on adjacent Town property and to the United States Forest Service related to activities on the mountain.

Planning Commission (PC) Discussion

In order to address the concerns of staff listed above the Commission and applicant reviewed the table of Snow King Commitments (see below) that had been previously worked on by the Council and applicant as part of the 2018 review process. This document includes a summary of commitments that would be required, who would be responsible, consequences for violation post development and comments from the previous Council discussion. This document includes items tentatively agreed upon and items that were discussed and later removed in strikethrough. Staff finds that this document (as may be amended) would largely satisfy proposed conditions 23 calling for additional details in Chapters 11 and 12 of the Master Plan. Staff recommends the Council review this document and propose any additional items or changes related to this topic for discussion at the meeting.

Specifically, the Commission discussed and received public comment on the proposed 1% resort fee including what it could be used for, who decides what the funding can be used for, the approximate amount of funding that would be raised, whether it applied to real estate transfers, etc. The Commission discussed whether the fee should be used as proposed to meet any commitment of the Master Plan or whether it should be used solely or partially dedicated to subsidizing “recreation” and/or “mountain recreation”. Specially, this concept was discussed in the context of the proposed improvements in the USFS Master Plan to make mountain recreation

profitable. The Commission concluded that the proposal by the applicant and previously discussed by Council was acceptable as presented. The Commission did add that as part of the annual SKRMA review provided to the Town that it should be reported what the funding was used for each year.

The Commission discussed and made changes to the required ski hill operation days allowing for more flexibility to the applicant based upon weather and other circumstances beyond their control when it came to operate the ski hill.

The Commission also made a small change to insert the word “irregular” into the wording regarding when the applicant had to notify the Town regarding avalanche control. It was discussed and public comment provided that this requirement may hinder the ability of the mountain to provide life safety avalanche control and that should not be the case.

The Commission removed the commitment that the applicant be required to provide funding for improvements to Phil Baux park noting that this was a missed opportunity by the Town not having a plan in place concurrent with this proposal. Staff notes that the Parks and Recreation Department has made the master planning of Phil Baux park a priority for this winter hopefully to coordinate with improvements proposed by the applicant.

Snow King Resort District Master Plan Commitments

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Definition of SKRMA membership in Master Plan including shares and what landowners, if any, are not required to participate and contact information for all members. Prior to final approval by Town Council the applicant shall work with the Town to draft specific legal documents/language/mechanisms assuring all obligations including enforcement of SKRMA under the Master Plan are required of all obligated property owners in perpetuity. Documents may include but are not limited to SKRMA Bylaws, the Master Plan, Affidavits Affecting Title, etc.	SKRMA	Master Plan approval		n/a	Council discussed this issue and directed the applicant to continue to clarify the request.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
The applicant shall assess a SKRMA fee of a minimum of 1% on overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This funding mechanism will establish a reserve fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or for other resort district obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only but rather as a reserve to ensure that the district can maintain compliance with all obligations of the master plan. The applicant shall provide an estimate of the annual amount to be collected by the SKRMA fee prior to final approval of the Master Plan.	SKRMA + Town	Master Plan approval		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction. Council clarified that all current language in the Master Plan would be retained to ensure all items listed continue to be included. Council discussed whether the applicant should provide an estimate of the amount of funding that is anticipated from the SKRMA fee prior to final Council approval but that this information did not need to be included in the Master Plan amendment.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Maintain minimum resources required to cover SKRMA	SKRMA	Any development the following year Included in Annual Report		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council direction was to not require a minimum balance
An Annual Report based upon the SKRMA fiscal year to include: 1) phasing plan compliance, 2) SKRMA financial information 3) SKRMA board composition, 4) status of organization, 5) current membership and contact information 6) Report on how much the 1% fee collected and what the 1% funding was used for 7) etc.	SKRMA	Any development the following year		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and revised to allow some flexibility in timing of the report based upon fiscal year and added membership information and contact information be provided.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
TDM Plan	SKRMA			All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and proposed no changes.
Parking Plan	SKRMA			All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and proposed no changes.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Define in the Master Plan responsibility for installation, maintenance, and operation of all private infrastructure including water, sewer, stormwater, and roads	SKRMA	Master Plan approval		n/a	Council discussed and proposed no changes.
Insert a table of commitments required to comply with Master Plan into Chapter 11, which shall include for each commitment the responsible party, the phasing of the commitment prior to entitlements in the Master Plan, and the recourse for violation of the commitment after the entitlements are developed	SKRMA	Master Plan approval		n/a	To be completed once final direction is provided by Council.
Hotel and SKM commitments listed in Chapters XI and XII	SKRMA	n/a		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
The applicant shall maintain winter operations at 49 hours a week barring unforeseen weather conditions, mechanical failures, or operational challenges that may necessitate deviation. The applicant shall maintain a minimum of 49 hours a week of winter operations on average over the season defined as between the beginning of December and the end of March . The hours of operation shall include accommodation of key user groups including but not limited to the Doug Coumbs Foundation and the Jackson Hole Ski and Snow Board Club. Compliance with this requirement shall be included in the annual report.	SKM	Any development		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Private shuttle service to downtown and to Teton Village to be reviewed annually as part of the annual report or the applicant shall be required to provide a reasonable and measured contribution to START as determined by the START Board, Town Council and SKRMA based upon a defined metric of ridership by resort guests.	SKRMA	Dec. 31, 2019		If private service is suspended or deemed not sufficient by the Town and/or the contribution cannot be agreed to within one year or is not provided as required all further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.	Council discussed, and the condition has been revised to reflect Council direction.
Define hours of lift operation in Master Plan	SKM	Master Plan approval		n/a	Council discussed, and the condition has been revised to reflect Council direction above.
Applicant shall notify the Town prior to significant and irregular avalanche control and include in the required annual report.	SKM + Town	Dec. 31, 2019		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council discussed, and the condition has been revised to reflect Council direction.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Maintain reasonable ski rates for locals as compared to other ski resorts in the area	SKM	Any development		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council agreed to remove this requirement
Define reasonable ski rates for locals in Master Plan	SKM	Master Plan approval		n/a	Council agreed to remove this requirement
Maintain access for current user groups	SKM	To be defined prior to Master Plan approval		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council addressed above in condition related to hours of operation.
Applicant shall commit to work with the Town and other partners to provide the land for and construct a second sheet of ice west of the current ice arena, should this location be determined the best location.	SKM + Town	N/A			Council determined this was not a requirement of the Master Plan.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Applicant shall commit to work with the Town and other partners to provide the land for and construct a Mountain Sports Center. Applicant shall show the Mountain Sports Center including a second sheet of ice, as the only use and building envelope in Sub-area #5 other than the mountain operations facility.	SKM	N/A		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council determined this was not a requirement of the Master Plan
Building the gondola	SKM	Prior to development of Sub-area 2 and a zip line		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction.

Commitment	Responsible	Required Prior To		If Violated Post Development	Comment
Phil Baux Park improvements as defined by a CUP	SKM	December 31, 2019 or prior to development of Lots 53, 57 & 58		n/a	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.
Enter a shared parking agreement or revise the Master Plan for parking located on Sub-area 2 and adjacent Town properties to require shared parking for public and private use on both properties. includes responsibility and timing for construction, maintenance and snow removal	SKRMA + Town	December 31, 2019		Agreement enforced per terms of agreement.	Council discussed and proposed no changes.
Revise lease agreements and/or land transfers consistent with the Master Plan.	SKRMA + Town	December 31, 2019		Agreement enforced per terms of agreement.	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.
Revise lease agreements and/or land transfers consistent with the Master Plan.	SKM + Town	December 31, 2019		Agreement enforced per terms of agreement.	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.

Staff and PC Recommended Amendments:

23. Applicant shall revise Chapters 11 and 12 to reflect the commitments described in the Snow King Resort District Master Plan Commitments table as amended at this meeting.

Town Property

Staff finds it appropriate to provide the Council comment on the proposed gondola proposed on Town Property as it is interrelated to the Master Plan being considered. Staff will not provide additional comment at this time regarding the remainder of the applicant's proposal to the United States Forest Service, but has provided a summary of this proposal as an attachment to this report.



Staff is generally supportive of the proposed gondola on town property if it is able to be located in such a way to maximize its continued use as a multi-use outdoor area, allow continued connectivity for all modes between all portions of Phil Baux Park and not interfere with the historic and ongoing public use of this area for special events, recreation and unorganized play. The applicant has initiated a request to the Town for a Conditional Use Permit for the proposed gondola which is when the details of site circulation, pick up and drop off, hours and days of operation and other site compatibility issues would be addressed. Please see detailed comments from the Parks and Recreation Director attached, along with minutes from the Parks and Recreation Board meeting when this topic was discussed.

Public Comment

There has been extensive public comment related to the future of Snow King over the past many years. Staff has attached all public comment received since the submission of this application and previous applications. In addition, staff has provided the summary documents developed as part of the Snow King Stakeholders public engagement process. Furthermore, staff has provided a link to where all documents and comment received during the Snow King Stakeholders public engagement process can be found.

Teton County Review

The Teton County Planning Commission discussed this item on November 25, 2019, below is a summary of their discussion and points for consideration.

Commissioner Esnard asked about the intent of the 1% fee structure and how it was proposed. Town Community Development Director Tyler Sinclair read the following Town Planning Commission recommendation: "The applicant shall assess a Snow King Resort Master Association fee of a minimum of 1% of overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This funding mechanism will establish a reserve fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or for other resort district obligations. It is noted that these funds are not to be construed solely as a funding mechanism for the ski area only, but rather as a reserve to ensure that the district can maintain compliance with all obligations of the Master Plan." There has been community discussion on whether funding generated by the 1% fee should be used for ski area operations only but the Town Planning Commission proposed a broader recommendation where the funding can be used throughout the resort district at the discretion of Snow King Resort Master Association (SKRMA). Mr. Sinclair also noted that SKRMA produces an annual report on the 1% fee that describes how much was collected and for what those funds were used.

Commissioner Lurie asked if there are geotechnical reports for proposed development on both the front and back side of the mountain. She also asked if impacts to water demand, energy usage, traffic, parking and noise have been analyzed. For example, if a larger number of snow-makers are running on the mountain, could it cause a shortage of water supply for Town and the surrounding area in a fire emergency. Mr. Sinclair stated that geotechnical reports were prepared and reviewed at original master plan approval in 2000. He also noted that Town regulations for development on slopes are currently being updated and that any future development will be subject to those updated regulations. Regarding water and sewer, Mr. Sinclair responded that overall demand with the proposed improvements were calibrated and can be accommodated for. Two water lines need upsizing as result of proposed development, but overall water supply in Town was found to be adequate, including the prospect of increased snow making. There also has been discussion of providing a water basin at the top of the mountain for snowmaking and fire suppression use. Energy use associated with proposed improvements was not analyzed. Impacts of individual events or new recreational uses on site that may contribute to noise, traffic or parking issues are reviewed in Conditional Use Permits for the events. A recommendation for this amendment is that impacts of all recreational uses (including the coaster, ropes course, mini golf, etc.) on site are analyze comprehensively and cumulatively. Mr. Sinclair also referenced the Transportation Demand Management (TDM) section of the Master Plan and the proposed increase in the number of strategies used to meet TDM goals.

Mr. Sinclair made a point to acknowledge the jurisdictional complexities of the application and noted that an amendment to Snow King's U.S. Forest Service master Plan is also ongoing at this time.

Commissioner Muromcew asked how the 1% fee collected can be spent and who will be on the SKRMA board deciding allocation of those funds. Mr. Sinclair said that current make-up of the board is 3 votes from Snow King mountain owners, 3 votes from ownership of the hotel, and 1 vote from the condo owners association. Commissioner Muromcew is concerned that without citizen representatives there could be bias against spending funding on the ski hill and a disproportionate amount will be spent on hotel or condo improvements. Applicant Ryan Stanley also added that SKRMA bylaws on board representation are based on property ownership percentage in the resort district so votes and board makeup could change over time (i.e. as more condos are built, more condo representatives will be placed on the SKRMA board).

Commissioner Muromcew asked if Snow King is willing to pledge that installation of more snow making equipment will be carbon neutral and run on renewable energy. Mr. Stanley responded that Snow King previously committed to green energy for lift operations and hope to do more in the future.

There was discussion about hours of operation specific to summertime impacts of the alpine slide and mountain coaster. Mr. Sinclair added that the 8:00 PM closing time was an approximation in previous applications and discussion has questioned whether a strict hours of operation condition should be added, but no condition has been set yet.

Commissioner Esnard asked Mr. Stanley about the profitability of the resort components. Mr. Esnard surmised that once build-out of the condos is complete and all units have sold, profitability of the resort area may decrease and a greater reliance will be placed on the 1% fee collected on ticket sales and overnight lodging. Mr. Stanley responded that the intent of the 1% fee is to involve all parties in SKRMA; all parties would not be in agreement on collecting the 1% fee if the funds collected didn't benefit all resort components. He added that a benefit to the ski area is that funds can be used toward improvements within the district to improve the overall resort experience. Commissioner Esnard then asked about the possibility of resort owners abandoning the ski area if it becomes unprofitable. Mr. Stanley said that per this amendment, the recreation area would be required to operate a minimum of 49 hours per week in the winter season. If that standard could not be met, Town would consider the use out of compliance with the Master Plan and could pursue enforcement. Mr. Esnard clarified his concern that if the ski area is not profitable and current owners abandon it, the community could be burdened with ownership and/or operation of an unprofitable use. Mr. Stanley stated that the current owners are pursuing this amendment and millions of dollars in improvements to the recreational use of the mountain to ensure profitability as a sustainable long-term business that can stand on its own. Mr. Esnard offered that perhaps a more robust fee option should be considered. Mr. Stanley added that under the current proposal, the 1% fee applies to overnight stays, including condo rentals. Ownership transaction fees similar to those in place at Targhee Resort have been discussed but SKRMA could not come to an agreement because the condo owners were opposed.

The following points were presented for consideration by Town Council and the Board of County Commissioners:

- This application should be considered in context of the Comprehensive Plan Update currently underway. Specifically, Appendix B7 in the Comprehensive Plan addresses community concerns. We should consider whether this application meets intent of shifting away from a tourist economy, what type of jobs within what pay structure we are creating by approving this amendment, and how this proposal achieves community-wide goals.
- This application should highlight the relationship between Snow King and the community; all elements should be transparent. More information is needed on how SKRMA representatives will be selected and how fees collected will be distributed; that is not transparent. A minimum of 1% of fees collected should be dedicated to ski hill improvements and maintenance.
- Consideration should be made on including non-ownership community members on the SKRMA board so that funding does not disproportionately go toward hotel and condo projects. Conflict of interest between components of the resort should be balanced.
- A more robust fee structure should be considered that will ensure profitability of the recreation component of the resort into the future.

The Teton County Board of County Commissioners will consider this application on December 3, 2019.

Due to the scheduling of this review Council will need to continue this item to the December 16 Regular Town Council meeting in order to allow for the required review and input from Teton County.

Applicant Response to Planning Commission Recommendation

The applicant has provided letters dated November 9 & 26, 2019, responding to the amendments of the Town Planning Commission for consideration by Council (see attached).

LEGAL REVIEW

Complete, as to procedure and initial review of the application, see Legal Department Review Comments. The Legal Department review is ongoing dependent on direction by Town Council.

STAFF FINDINGS

Item A: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the following findings shall be made for the approval of a Planned Unit Development:

1. ***The proposed PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.***

Complies. Staff finds that the proposed PUD is able to achieve the desired future character for this area as well as, if not better than, the base zoning. The desired future character envisions a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The PUD tool allows for flexibility in development such as setbacks and allowed stories, in addition to allowing a higher Floor Area Ratio compared to the base zoning. A development of this type can only be achieved through the use of the PUD tool due to the interrelatedness and mixed use nature of the Master Plan.

2. ***The findings for a PUD option found in Article 4 must be made.***

Section 4.3.1. D. Findings for Approval

All Planned Resort Zones shall be approved only if all of the following findings are made.

1. *Consistency with Comprehensive Plan.*

The Planned Resort Master Plan is consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.

Complies. See Sketch Plan finding #1.

2. *Consistency with Purpose and Intent.*

The Planned Resort Master Plan is substantially consistent with the purpose and intent of this Section, as set forth in 4.3.1.A.

Complies as conditioned.

3. *Affordable Workforce Housing.*

The Planned Resort Master Plan ensures a supply of affordable workforce housing that is in accordance with the requirements for housing created by development within the Planned Resort.

Complies as conditioned.

4. Design Guidelines.

The Planned Resort Master Plan contains design guidelines that

- a. establish standards for buildings, spaces, signs, and lighting within the Planned Resort;*
- b. promote the design concepts set forth in F.7.; and*
- c. establish a method for consistent implementation of the guidelines.*

Complies as conditioned.

5. Transportation Element.

The Planned Resort Master Plan contains a traffic impact analysis and transportation demand management plan that:

- a. promote multimodal forms of transportation that are consistent with the transportation goals of the Jackson/Teton County Comprehensive Plan;*
- b. manage the generation of resort related traffic to avoid undermining community character and endangering the public health, safety, and welfare; and*
- c. identify an equitable cost sharing plan for transportation facilities and services.*

Complies as conditioned.

6. Capital Improvements Plan.

The Planned Resort Master Plan contains a capital improvements plan that ensures infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands.

Complies as conditioned.

7. Land Use Element.

The Planned Resort Master Plan promotes land uses that support and maintain the character of the resort as specified in Sec. 4.3.2.

Complies as conditioned.

8. Phasing Plan.

The Planned Resort Master Plan contains a phasing plan that ensures:

- a. development of the resort, its amenities, and public facilities necessary to serve the resort, occur in logical sequence, and*
- b. an adequate monitoring program is established for determining accomplishment of proposed remedies and mitigation measures for projected impacts on the community.*

Complies as conditioned.

9. Character Element.

The Planned Resort Master Plan ensures the resort's development will be in keeping with the community's character and the planned character for the vicinity of the resort.

Complies as conditioned.

- 3. The findings for the amendment of an existing PUD or other special project found in Section 8.2.13.D must be made.**

Complies as conditioned.

4. *The findings for Section 8.7.1.C LDR Text Amendment must be made.*

Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a LDR Text Amendment found in Section 8.7.1.C must be made:

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

Complies, as conditioned, staff finds the proposed project to be consistent with the purpose and intent of the LDRs.

2. The proposed project improves the consistency of the LDRs with other provisions of the LDRs.

Complies, as conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development.

3. The proposed project provides flexibility for landowners within standards that clearly define desired character.

Complies. Staff finds that the proposed project provides flexibility that does not undermine the defined future character of this area.

4. The proposed project is necessary to address changing conditions, public necessity, and/or state or federal legislation.

Complies. Staff finds that the proposed project is necessary to address changing conditions since adoption of the original Master Plan in 2000.

5. The proposed project improves implementation of the Comprehensive Plan.

Complies. Staff finds the proposed project improves implementation of the Comprehensive Plan by providing a development that is consistent with the purpose and intent for Subarea 2.1.Snow King Resort. See the above Sketch Plan, finding #1.

6. The proposed project is consistent with other adopted Town Ordinances.

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

5. *The findings for Section 8.7.2.C Zoning Map Amendment must be made.*

Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

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

Complies as conditioned, staff finds the proposed project to be consistent with the purpose and intent of the LDRs.

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

Complies, as conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development.

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

Complies. Staff finds that the proposed project is necessary to address changing conditions since adoption of the original Master Plan in 2000.

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

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

Item B: Sketch Plan. All Sketch Plan proposals may be approved only if all of the following findings located in Section 8.3.1 Sketch Plan are made:

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

The proposed Master Plan is located within District 2 Town Commercial Core and within Subarea 2.3 Downtown of the 2012 Comprehensive Plan. Policy objectives for Subarea 2.1 Snow King Resort follow:

This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities. In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, in order to support the local tourism-based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience. Consistent with the Master Plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base to attract residents and visitors to the many amenities and recreational opportunities found there.

Complies. Staff finds that the proposed amendments comply with the 2012 Teton/Jackson Comprehensive Plan.

Common Value 1: Ecosystem Stewardship

N/A

Common Value 2: Growth Management

4.1.b: Emphasize a variety of housing types, including deed-restricted housing. The Master Plan allows a variety of housing types including deed restricted housing.

4.1.d: Maintain Jackson as the economic center of the region. One of the key goals of the Master Plan is to compliment Downtown and play a significant role of maintaining Jackson as the economic center of the region.

4.2.c: Create vibrant walkable mixed use subareas. The Master Plan is centered on creating a walkable mixed use resort district.

4.2.d: Create a Downtown Retail Shopping District. Not applicable.

4.2.f: Maintain lodging as a key component in the downtown. The Master Plan's primary use is lodging in a variety of forms.

4.4.b: Enhance Jackson gateways. Not applicable.

4.4.d: Enhance natural features in the built environment. The Master Plan's goal is to create balance between the built environment and the natural surrounding landscape.

Common Value 3: Quality of Life

5.2.d: Encourage deed-restricted rental units. The Master Plan will allow and encourage restricted housing through flexible dimensional limitations.

6.2.b: Support businesses located in the community because of our lifestyle. The Master Plan will provide the uses and amenities to support this goal.

6.2.c: Encourage local entrepreneurial opportunities. The Master Plan will provide the uses and amenities to support this goal.

6.3.a: Ensure year-round economic viability. The Master Plan will provide the uses and amenities to support this goal. One basis of the Plan is to provide an economic engine for our shoulder seasons.

7.1.c: Increase the capacity for use of alternative transportation modes. The Master Plan's Transportation Chapter outlines the strategies and requirements for an integrated Transportation Demand Management program developed to meet the mode shift goals of the Plan.

In conclusion, Staff finds that the proposed Master Plan amendment is consistent with the 2012 Comprehensive Plan and continues to be consistent with the 1994 Comprehensive Plan, subject to Staff's recommended conditions of approval provided below.

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

N/A

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

Complies. As conditioned, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure.

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

Complies. Staff finds that the application meets the base standards of the PUD section as well as all required standards of the LDRs.

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

Complies. Staff finds that the application is in conformance with all standards and conditions subject to the recommended conditions of approval.

ATTACHMENTS

Applicant response to Town Planning Commission conditions, November 9 & 26, 2019

Departmental Reviews

Pathways Review

START Memorandum, August 8, 2019

Jackson/Teton County Parks and Recreation Board letter dated October 23, 2019

United States Forest Service Submission - <https://www.fs.usda.gov/project/?project=54201>

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

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

Public Comment

Applicant Submittal

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The following recommendations and associated amendments combine those of the Planning Director and Planning Commission.

Item A: The Planning Director and Planning Commission recommend **approval** of a Planned Unit Development to allow amendments to the Snow King Planned Resort District Master Plan subject to the department reviews with the following amendments being made to the Master Plan:

1. The applicant shall revise the Master Plan to clearly articulate the role, function and location of the convention center portion of the Master Plan going forward.
2. The applicant shall retain the statement proposed for deletion shown on page 8.
3. The applicant shall revise the included zoning map to current zoning.
4. The applicant shall revise the plan to clarify whether properties in sub-area 6 are required to be part of SKRMA or not. If these properties are included in SKRMA the long term financial responsibilities and obligations for future improvements shall be documented prior to assessment of any SKRMA fees or assessments.
5. Applicant shall revise Chapter II to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.

6. Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses.
7. Applicant shall provide a maximum building height for all structures within Sub-Area #1.
8. Applicant shall revise Sub-Area #1 to include a 10-20-foot setback along Vine Street to allow for adequate landscaping and screening adjacent to the proposed structures and to be able to accommodate all features of a complete street along Vine Street including all modes of transportation including START buses, pedestrians and bikes in a safe and inviting manner.
9. Applicant shall provide information in Sub-Area #1 regarding the elevation of the proposed structures along Vine Street and the height of the adjacent resort loop road to better be able to consider the height of the proposed structures prior to approval of the amendment.
10. The applicant shall remove the proposed vehicle access drive located near the Snow King and Vine Street intersection.
11. Applicant shall include language in Sub-area #3 for Lot 58 to ensure compatibility with the neighborhood to the east including but not limited to consideration at time of Development Plan of stepping down the building height, additional landscape screening, etc.
12. Applicant shall revise Sub-area #4 to state the applicant will be required to submit a separate application for a Conditional Use Permit for the proposed zip line. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area.
13. Applicant shall provide language in this Chapter to ensure that all development within the Master Plan shall meet the LDR hillside development requirements in place at the time of Development Plan.
14. The applicant shall provide discussion on whether appropriate areas for light industrial uses associated with mountain operations and overall resort maintenance have been provided for in Sub-Area #4 and #5 or other areas of the Master Plan to determine if more space is needed for this use and if so where it will be located.
15. The applicant shall revise the Master Plan to require all light industrial uses be reviewed and approved through Conditional Use Permit process.
16. Applicant shall revise all building elevations to include the appropriate sub-areas and buildings.
17. Applicant shall revise the Master Plan throughout to refer to Affordable Workforce Housing Requirements and not Employee Housing Requirements.
18. Applicant shall revise the Master Plan to state that no more than 25% of the total required Housing be satisfied through the use of dormitory units and/or to be consistent with the allowed use of dormitory units in the Teton Village Area One Master Plan.
19. Applicant shall revise the Chapter to incorporate the most current data and transportation improvements that have been made.
20. Applicant shall be required to maintain the availability of the surface parking lots in Sub-area #2 for use by all patrons to the area and the downtown. The applicant shall be required to pave these lots when deemed necessary by the Town based upon a trigger developed prior to Master Plan approval.
21. Applicant agrees to participate in a TDM program development for the entire Snow King Base area with other surrounding property owners and users.
22. Applicant shall address all conditions in the Town Engineer.
23. Applicant shall revise Chapters 11 and 12 to reflect the commitments described in the Snow King Resort District Master Plan Commitments table as amended at this meeting.

Item B: The Planning Director and Planning Commission recommend **approval** of a Sketch Plan for the Snow King Planned Resort District Master Plan subject to the department reviews and any conditions deemed necessary by staff to conform with the language approved in the Planned Unit Development amendment in Item A.

SUGGESTED MOTIONS

Item A: Based upon the findings for a Planned Unit Development as presented in the staff report and by the applicant for Item P19-201 I move to make findings 1-5 set forth in Section 8.7.3 related to 1) Enhances future desire character; 2) PUD Option findings in Article 4; 3) Amendment to PUD findings in Section 8.2.12.D; 4) LDR Text Amendment finding in Section 8.7.1.C; 5) Zoning Map Amendment findings in Section 8.7.2.C to **approve** a Planned Unit Development to allow amendments to the Snow King Planned Resort District Master Plan subject to the department reviews with the following amendments:

1. The applicant shall revise the Master Plan to clearly articulate the role, function and location of the convention center portion of the Master Plan going forward.
2. The applicant shall retain the statement proposed for deletion shown on page 8.
3. The applicant shall revise the included zoning map to current zoning.
4. The applicant shall revise the plan to clarify whether properties in sub-area 6 are required to be part of SKRMA or not. If these properties are included in SKRMA the long term financial responsibilities and obligations for future improvements shall be documented prior to assessment of any SKRMA fees or assessments.
5. Applicant shall revise Chapter II to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.
6. Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses.
7. Applicant shall provide a maximum building height for all structures within Sub-Area #1.
8. Applicant shall revise Sub-Area #1 to include a 10-20-foot setback along Vine Street to allow for adequate landscaping and screening adjacent to the proposed structures and to be able to accommodate all features of a complete street along Vine Street including all modes of transportation including START buses, pedestrians and bikes in a safe and inviting manner.
9. Applicant shall provide information in Sub-Area #1 regarding the elevation of the proposed structures along Vine Street and the height of the adjacent resort loop road to better be able to consider the height of the proposed structures prior to approval of the amendment.
10. The applicant shall remove the proposed vehicle access drive located near the Snow King and Vine Street intersection.
11. Applicant shall include language in Sub-area #3 for Lot 58 to ensure compatibility with the neighborhood to the east including but not limited to consideration at time of Development Plan of stepping down the building height, additional landscape screening, etc.
12. Applicant shall revise Sub-area #4 to state the applicant will be required to submit a separate application for a Conditional Use Permit for the proposed zip line. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area.
13. Applicant shall provide language in this Chapter to ensure that all development within the Master Plan shall meet the LDR hillside development requirements in place at the time of Development Plan.
14. The applicant shall provide discussion on whether appropriate areas for light industrial uses associated with mountain operations and overall resort maintenance have been provided for in Sub-Area #4 and #5 or other areas of the Master Plan to determine if more space is needed for this use and if so where it will be located.
15. The applicant shall revise the Master Plan to require all light industrial uses be reviewed and approved through Conditional Use Permit process.
16. Applicant shall revise all building elevations to include the appropriate sub-areas and buildings.

17. Applicant shall revise the Master Plan throughout to refer to Affordable Workforce Housing Requirements and not Employee Housing Requirements.
18. Applicant shall revise the Master Plan to state that no more than 25% of the total required Housing be satisfied through the use of dormitory units and/or to be consistent with the allowed use of dormitory units in the Teton Village Area One Master Plan.
19. Applicant shall revise the Chapter to incorporate the most current data and transportation improvements that have been made.
20. Applicant shall be required to maintain the availability of the surface parking lots in Sub-area #2 for use by all patrons to the area and the downtown. The applicant shall be required to pave these lots when deemed necessary by the Town based upon a trigger developed prior to Master Plan approval.
21. Applicant agrees to participate in a TDM program development for the entire Snow King Base area with other surrounding property owners and users.
22. Applicant shall address all conditions in the Town Engineer.
23. Applicant shall revise Chapters 11 and 12 to reflect the commitments described in the Snow King Resort District Master Plan Commitments table as amended at this meeting.

Item B: Based upon the findings as presented in the staff report and by the applicant related to Item P19-201, I move to make findings in Section 8.3.1 Sketch Plan related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with LDRs & Town Ordinances; 5) Conformance with past permits & approvals of a Sketch Plan for the Snow King Planned Resort District Master Plan subject to the department reviews and any conditions deemed necessary by staff to conform with the language approved in the Planned Unit Development amendment in Item A.



November 9, 2019

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Planning Director
PO Box 1687
Jackson, WY 83001

RE: Town Planning Commission Additional Information

Dear Tyler,

We would like to provide some additional clarifying information on our master plan amendment application for the next planning commission meeting.

As mentioned in the meeting, our intention was to incorporate all recommendations from the prior Town Council review of the master plan into this new amendment proposal, with the exception of one recommendation related to temporary events. As such we are happy to work with staff to ensure the language in the amendment achieves this outcome. In doing so we should be able to satisfy a good number of the recommended conditions of approval associated with this current amendment review. There are a number of other conditions of approval from this review which we can also directly incorporate into the amendment and will work with staff to do so. The remaining items we would like to discuss further and get feedback from the Planning Commission on, which were not covered at the first meeting, are recommendations number 4, 11, 12, 13, 19, and 21. We are happy to discuss items 24 and 25 further as well; however, we have included with this letter the suggested phasing and requirements for SKRMA that the Town Council previously recommended and we are happy to work with staff to modify language in the amendment to ensure these recommendations are incorporated.

With respect to the recommendations we would like to discuss further, follows is a brief description of our thoughts on these recommendations. Recommendation 4 we would like to incorporate into the amendment and we would like direction from the planning commission as to if sub-area 6 should be part of SKRMA or not. Recommendation 11 and 12 we would propose to remove from the conditions of approval as complete architectural drawings for the proposed buildings on lots 53 & 57 has been provided as part of this master plan amendment for sketch plan approval. Both of these buildings were approved for construction in the past by the Town Council and as such met all requirements of the master plan as well as the Town in the past. Recommendation 13 we are happy to review the operational requirements of the zip line and current activities as part of a conditional use permit for the zip-line, but do not feel this review is necessary at the master plan level. Recommendation 19 was discussed in the context of changes to the Teton Village Master Plan affordable housing requirement and we request that Snow King be granted the same requirements at the Teton Village with respect to dormitory housing. For recommendation 21 we propose that we continue to grade and maintain the gravel lot for public use until the time TDM monitoring indicates more parking space is required in these lots, at which time they would be paved and striped.



Attached to this letter are meeting minutes from the final town council meeting that cover the direction of the Town Council with respect to SKRMA and the phasing plan for the resort district. We look forward to continuing the discussion with the Town & County Planning Comissions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Stanley', is positioned below the word 'Sincerely,'.

Ryan Stanley



November 26, 2019

Ryan Stanley
Vice President
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Planning Director
PO Box 1687
Jackson, WY 83001

RE: Town Planning Commission Recommendations

Dear Tyler,

In response to the comments and recommendations from the Town and County Planning Commissions, we would like to provide some additional information for the upcoming Town Council meeting.

We are happy to incorporate all of the modified suggestions of the planning staff and planning commission with the exception of item 20 on the list and the commitment regarding winter hours of operation in the chart of commitments. With respect to item 20 as it relates to the gravel parking lots in sub-area 2, we would propose to address a parking agreement for this lot as part of the Conditional Use Permit approval process for the gondola. With respect to the commitment for winter hours of operation, we would like to ensure that this commitment is flexible as it relates to weather conditions and other unforeseen events that may impact ski area operations. As such, we would propose to add a clause that reflects this concern to this list of commitments.

In regards to the first commitment in the chart defining membership and participation in SKRMA, it is proposed that all landowners in the resort district become members of SKRMA and participate in the 1% fee funding mechanism. Landowners would be represented on the SKRMA board according to the existing bylaws of the organization that have been provided to the Town of Jackson planning staff. In addition, it is expected that additional sub-committees may form to provide additional feedback to the board and represent specific interests within the district.

The modified list of requirements from the planning commission are attached to this letter. We look forward to discussing the amendment with the Town Council next week.

Sincerely,

Ryan Stanley

1. The applicant shall revise the Master Plan to clearly articulate the role, function and location of the convention center portion of the Master Plan going forward.
2. The applicant shall retain the statement proposed for deletion shown on page 8.
3. The applicant shall revise the included zoning map to current zoning.
4. The applicant shall revise the plan to clarify whether properties in sub-area 6 are required to be part of SKRMA or not. If these properties are included in SKRMA the long term financial responsibilities and obligations for future improvements shall be documented prior to assessment of any SKRMA fees or assessments.
5. Applicant shall revise Chapter II to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.
6. Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses.
7. Applicant shall provide a maximum building height for all structures within Sub-Area #1.
8. Applicant shall revise Sub-Area #1 to include a 10-20-foot setback along Vine Street to allow for adequate landscaping and screening adjacent to the proposed structures and to be able to accommodate all features of a complete street along Vine Street including all modes of transportation including START buses, pedestrians and bikes in a safe and inviting manner.
9. Applicant shall provide information in Sub-Area #1 regarding the elevation of the proposed structures along Vine Street and the height of the adjacent resort loop road to better be able to consider the height of the proposed structures prior to approval of the amendment.
10. The applicant shall remove the proposed vehicle access drive located near the Snow King and Vine Street intersection.
11. Applicant shall include language in Sub-area #3 for Lot 58 to ensure compatibility with the neighborhood to the east including but not limited to consideration at time of Development Plan of stepping down the building height, additional landscape screening, etc.
12. Applicant shall revise Sub-area #4 to state the applicant will be required to submit a separate application for a Conditional Use Permit for the proposed zip line. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area.
13. Applicant shall provide language in this Chapter to ensure that all development within the Master Plan shall meet the LDR hillside development requirements in place at the time of Development Plan.
14. The applicant shall provide discussion on whether appropriate areas for light industrial uses associated with mountain operations and overall resort maintenance have been provided for in Sub-Area #4 and #5 or other areas of the Master Plan to determine if more space is needed for this use and if so where it will be located.
15. The applicant shall revise the Master Plan to require all light industrial uses be reviewed and approved through Conditional Use Permit process.

16. Applicant shall revise all building elevations to include the appropriate sub-areas and buildings.
17. Applicant shall revise the Master Plan throughout to refer to Affordable Workforce Housing Requirements and not Employee Housing Requirements.
18. Applicant shall revise the Master Plan to state that no more than 25% of the total required Housing be satisfied through the use of dormitory units and/or to be consistent with the allowed use of dormitory units in the Teton Village Area One Master Plan.
19. Applicant shall revise the Chapter to incorporate the most current data and transportation improvements that have been made.
20. Applicant shall be required to maintain the availability of the surface parking lots in Sub-area #2 for use by all patrons to the area and the downtown. The applicant shall be required to pave these lots when deemed necessary by the Town based upon a trigger developed prior to Master Plan approval.
21. Applicant agrees to participate in a TDM program development for the entire Snow King Base area with other surrounding property owners and users.
22. Applicant shall address all conditions in the Town Engineer.
23. Applicant shall revise Chapters 11 and 12 to reflect the commitments described in the Snow King Resort District Master Plan Commitments February 2018 document as amended at this meeting.

Snow King Resort District Master Plan Commitments - Revised
November 21, 2019

Deleted: February 2018

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
Definition of SKRMA membership in Master Plan including shares and what landowners, if any, are not required to participate and contact information for all members. <u>Prior to final approval by Town Council the applicant shall work with the Town to draft specific legal documents/language/mechanisms assuring all obligations including enforcement of SKRMA under the Master Plan are required of all obligated property owners in perpetuity. Documents may include but are not limited to SKRMA Bylaws, the Master Plan, Affidavits Affecting Title, etc.</u>	SKRMA	Master Plan approval	n/a	Council discussed this issue and directed the applicant to continue to clarify the request.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
The applicant shall assess a SKRMA fee of a minimum of 1% on overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This funding mechanism will establish a reserve fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or for other resort district obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only but rather as a reserve to ensure that the district can maintain compliance with all obligations of the master plan. The applicant shall provide an estimate of the annual amount to be collected by the SKRMA fee prior to final approval of the Master Plan.	SKRMA + Town	Master Plan approval	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction. Council clarified that all current language in the Master Plan would be retained to ensure all items listed continue to be included. Council discussed whether the applicant should provide an estimate of the amount of funding that is anticipated from the SKRMA fee prior to final Council approval but that this information did not need to be included in the Master Plan amendment.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
Maintain minimum resources required to cover SKRMA	SKRMA	Any development the following year included in Annual Report	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council direction was to not require a minimum balance
An Annual Report based upon the SKRMA fiscal year to include: 1) phasing plan compliance, 2) SKRMA financial information 3) SKRMA board composition, 4) status of organization, 5) current membership and contact information 6) Report on how much the 1% fee collected and what the 1% funding was used for 7) etc.	SKRMA	Any development the following year	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and revised to allow some flexibility in timing of the report based upon fiscal year and added membership information and contact information be provided.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
TDM Plan	SKRMA		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and proposed no changes.
Parking Plan	SKRMA		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and proposed no changes.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
Define in the Master Plan responsibility for installation, maintenance, and operation of all private infrastructure including water, sewer, stormwater, and roads	SKRMA	Master Plan approval	n/a	Council discussed and proposed no changes.
Insert a table of commitments required to comply with Master Plan into Chapter 11, which shall include for each commitment the responsible party, the phasing of the commitment prior to entitlements in the Master Plan, and the recourse for violation of the commitment after the entitlements are developed	SKRMA	Master Plan approval	n/a	To be completed once final direction is provided by Council.
Hotel and SKM commitments listed in Chapters XI and XII	SKRMA	n/a	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
The applicant shall maintain winter operations at 49 hours a week barring unforeseen weather conditions, mechanical failures, or operational challenges that may necessitate deviation. The applicant shall maintain a minimum of 49 hours a week of winter operations on average over the season defined as between the beginning of December and the end of March. The hours of operation shall include accommodation of key user groups including but not limited to the Doug Coumbs Foundation and the Jackson Hole Ski and Snow Board Club. Compliance with this requirement shall be included in the annual report.	SKM	Any development	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. <u>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.</u>	Council discussed, and the condition has been revised to reflect Council direction.

Deleted: 10

Deleted: 31

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
Private shuttle service to downtown and to Teton Village to be reviewed annually as part of the annual report or the applicant shall be required to provide a reasonable and measured contribution to START as determined by the START Board, Town Council and SKRMA based upon a defined metric of ridership by resort guests.	SKRMA	Dec. 31, 2019	If private service is suspended or deemed not sufficient by the Town and/or the contribution cannot be agreed to within one year or is not provided as required all further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.	Council discussed, and the condition has been revised to reflect Council direction.
Define hours of lift operation in Master Plan	SKM	Master Plan approval	n/a	Council discussed, and the condition has been revised to reflect Council direction above.
Applicant shall notify the Town prior to significant and irregular avalanche control and include in the required annual report.	SKM+ Town	Dec. 31, 2019	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council discussed, and the condition has been revised to reflect Council direction.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
Maintain reasonable ski rates for locals as compared to other ski resorts in the area	SKM	Any development	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council agreed to remove this requirement
Define reasonable ski rates for locals in Master Plan	SKM	Master Plan approval	n/a	Council agreed to remove this requirement
Maintain access for current user groups	SKM	To be defined prior to Master Plan approval	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements	Council addressed above in condition related to hours of operation.
Applicant shall commit to work with the Town and other partners to provide the land for and construct a second sheet of ice west of the current ice arena, should this location be determined the best location.	SKM + Town	N/A		Council determined this was not a requirement of the Master Plan.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
Applicant shall commit to work with the Town and other partners to provide the land for and construct a Mountain Sports Center. Applicant shall show the Mountain Sports Center including a second sheet of ice, as the only use and building envelope in Sub-area #5 other than the mountain operations facility.	SKM	N/A	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council determined this was not a requirement of the Master Plan
Building the gondola	SKM	Prior to development of Sub-area 2 and a zip line	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction.

Commitment	Responsible	Required Prior To	If Violated Post Development	Comment
	SKM	December 31, 2019 or prior to development of Lots 53, 57 & 58	n/a	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.
Enter a shared parking agreement or revise the Master Plan for parking located on Sub-area 2 and adjacent Town properties to require shared parking for public and private use on both properties. includes responsibility and timing for construction, maintenance and snow removal	SKRMA + Town	December 31, 2019	Agreement enforced per terms of agreement.	Council discussed and proposed no changes.
Revise lease agreements and/or land transfers consistent with the Master Plan.	SKRMA + Town	December 31, 2019	Agreement enforced per terms of agreement.	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.
Revise lease agreements and/or land transfers consistent with the Master Plan.	SKM + Town	December 31, 2019	Agreement enforced per terms of agreement.	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.

Deleted: Phil Baux Park improvements as defined by a CUP

Deleted: hat

11/27/2019

Town of Jackson Project Reviews

Project Number	P19-201	Applied	8/19/2019	STOL
Project Name	Master Plan Amend - Snow King	Approved		
Type	MASTER PLAN	Closed		
Subtype	AMENDMENT	Expired		
Status	STAFF REVIEW	Status		
Applicant		Owner	SNOW KING MOUNTAIN RESORT, LLC	
Site Address		City	State	Zip
10 E SNOW KING AVENUE	JACKSON	WY	83001	
Subdivision		Parcel No	22411634300003	

Type of Review		Dates			
Notes	Status	Sent	Due	Received	Remarks

Page 1 of 6

Building	APPROVED W/COND	8/19/2019	9/9/2019	8/22/2019	
----------	-----------------	-----------	----------	-----------	--

(8/22/2019 10:25 AM STOL)

All new construction should meet the current building codes when permits are applied for.

Fire	APPROVED W/COND	8/19/2019	9/9/2019	8/26/2019	
------	-----------------	-----------	----------	-----------	--

The most current edition of the International Fire Code and the International Wildland Urban Interface Code and the National Electrical Code shall be applied. Fire department access shall be maintained throughout the construction phase.

Joint Housing Dept	APPROVED W/COND	8/19/2019	9/19/2019	9/18/2019	
--------------------	-----------------	-----------	-----------	-----------	--

(9/18/2019 12:13 PM SAS)

Housing Element:

The applicant is proposing that any new development shall comply with whatever employee housing requirements are in effect at the time of the application. This would imply that certain types of units may not be allowed depending on the LDRs in place at the time of application.

The applicant should be clear about which types of units are allowed to be used to satisfy mitigation, and that these types of units will be allowed regardless of housing requirements in effect at the time of application. An example of this is dormitories. The current LDRs do not allow dormitories and it seems as though the amendment is proposing dormitories to be allowed (this too is unclear), however, this conflicts with the proposed amendment that states whatever employee housing requirements are in effect at time of application will be used.

The proposed amendment states that when developed housing exceeds the required needs of a phase of development it will be credited towards the requirements of future phases. To track this properly, the housing that exceeds phasing requirements should be restricted as Banked Housing Units. Otherwise, they would be considered existing housing stock and should only be considered on a case by case basis.

All units shall meet the Livability Standards in place at the time they are being built.

Legal	APPROVED W/COND	8/19/2019	9/19/2019	11/5/2019	
-------	-----------------	-----------	-----------	-----------	--

Page 2 of 6

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
(11/5/2019 5:05 AM LC)					
The current Snow King Planned Resort District Master Plan was approved under the 1994 Land Development Regulations (LDRs), specifically Division 2500 Planned Resort (PR) District.					
Section 2540.B, Amendment of Master Plan, of the 1994 LDRs states: “Amendment of master plan. Any amendment to the Planned Resort master plan shall be reviewed and acted upon pursuant to the procedures set forth in this Division for review and action on the original master plan. The amendment shall be subject to all applicable standards of this Division and these Land Development Regulations that are in effect at the time of review of the amendment.” As a result, the Master Plan amendment application will be reviewed pursuant to the current LDRs now in effect.					
LDR 4.3.1.E.8.a, Amendment of Master Plan, states that “[a]ny landowner within a Planned Resort District may apply for amendment to the Planned Resort master plan. The amendment shall be reviewed and acted upon pursuant to the procedures set forth in Sec. 8.2.13.”					
Based upon the above requirements, the proposed amendment shall be reviewed and approved pursuant to Section 8.7.3 Planned Unit Development. Specifically Section 8.7.3.D Findings for Approval shall be considered. As the findings include a LDR Text Amendment and Zoning Map Amendment, the approval shall require three (3) ordinance readings and publishing in a newspaper of general circulation before taking effect.					
Police	NO COMMENT	8/19/2019	9/9/2019	8/20/2019	
(8/21/2019 9:05 AM STOL)					
No comments at this time.					
Todd Smith					
Public Works	APPROVED W/COND	8/19/2019	9/17/2019	10/23/2019	

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

(10/23/2019 5:32 PM BTL)

Master Plan Amendment – Approved with Conditions

P18-210

Snow King Resort Master Association; c/o Ryan Stanley, Snow King Mountain Resort
10 E Snow King Ave

October 23, 2019

Brian Lenz, 307 733-3079

We have reviewed the proposed amendment to the Snow King Planned Resort District Master Plan (the “Plan”) submitted August 2019.

No significant changes were noted in the application pertaining to Public Works review. The applicant provided a qualitative review letter from Nelson Engineering stating that the changes to the Master Plan did not significantly impact Town of Jackson infrastructure any more than at the time of the previous master plan and that the key infrastructure to manage is the West Karns Avenue Sewer line.

GENERAL

1. Revisions to the grading, access, utilities, and streetscape along Vine Street and Snow King Avenue will need to be addressed in more detail.

All previous conditions from 2000 still apply in addition, to the new conditions stated in 2018 review as included below.

PRIOR TO FINAL CONSIDERATION BY THE TOWN COUNCIL THE APPLICANT SHALL ADDRESS THE FOLLOWING OUTSTANDING ITEMS FOR REVIEW BY THE TOWN ENGINEER:

GENERAL

1. It appears that the Transportation Elements (VIII) and Capital Improvements (IX) sections of the Plan have not been updated to reflect the current state of development.
 - a. Applicant shall update these sections to reflect changes to this information that have been submitted with amendments to the Plan and developments developed under the plan.
 - b. Applicant shall update the maps of the existing and proposed infrastructure to reflect the current conditions and proposed improvements on and off site.
 - c. Please provide maps that are legible in digital PDF format.
2. Additional information requested includes but are not limited to:
 - a. The proposed summit restaurant and activity center. While outside the District, the demands and waste volumes from this facility will be served by the development.
 - b. The proposed gondola base station and activity center. While outside the District, the demands and waste volumes from this facility will be served by the development.
 - c. Existing and Expanded snow making demands and water sources.
 - d. New development including condos, hotels, conference centers, employee housing, etc.
3. Capital Improvements (IX.F) contains Additional Conditions (shown below in italics) of approval for the original Plan. Please provide documentation on how the additional conditions have been satisfied throughout the years.

At the time of approval of this Master Plan, the following conditions were included as part of the approval:

Prior to the submittal of the first Snow King Resort Final Development Plan, additional analysis and information shall be submitted for the storm water collection and discharge systems to be installed at the resort. The additional storm water analysis shall include but not be limited to: the preliminary design layout of all onsite collection and discharge systems, a preliminary grading plan, a capacity analysis of the existing Kelly Avenue storm drainage system, a review of the impacts which may be created to adjacent offsite areas and a plan layout which indicates the sub-basin areas and the impervious surfaces to be installed in each. This additional analysis shall be completed to comply with all existing Town standards.

The applicant shall be responsible to complete offsite storm drainage improvements necessary to convey storm water flows from the site to the Kelly Avenue drainage system and, if warranted based on the provided engineering analysis, complete improvements to the Kelly Avenue drainage system that are a consequence of the development within the Snow King Master Plan.

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
To facilitate the conveyance of storm water flows between the Kelly Avenue storm drainage system and Snow King Estates, the applicant shall provide the Town with a storm drainage easement in the easterly area of the site. The easement location and language shall be mutually agreed to by the Town and the applicant.					
An additional water system analysis and information shall be provided and approved by the Town Engineer. The additional information shall be provided with and without the Town's system supplying snow making water and shall include but not be limited to a comprehensive Town water system hydraulic model which indicates the adequacy of the existing Town system at the estimated build out date of the development, a review of available fire flow capacities in the area of the resort at build out, a review of the water velocities produced in transmission pipes which are 8 inches in diameter and less, an analysis of the existing Town storage capacity, a summary of the installation of the proposed high pressure zone, calculations indicating the size of the proposed storage tank preliminary pump sizing calculations and an implementation plan for onsite systems.					
The applicant shall be responsible to ensure that under, the additional water demands created from the developments build out, the Town's system shall remain in compliance with DEQ water system regulations and Town ordinances.					
The applicant shall insure that the Town's right to inspect onsite water systems is maintained.					
Prior to occupancy of the first Final Development Plan building, the applicant shall be required to complete the installation of an 8" inch (minimum) watermain from the development to Kelly Avenue. The new watermain shall be completed per Town standards and shall be installed in the Cache Creek Drive and Redmond Street Right-of-ways.					
A sanitary sewer system report shall be provided to and approved by the Town. The sanitary sewer plan shall include a preliminary onsite sanitary system design.					
Sanitary sewer systems completed shall be constructed, tested and maintained in accordance with DEQ and Town standards.					
The applicant shall insure that the Town's rightto inspect onsite sewer systems is maintained					
The applicant shall be required to provide the Town with financial mitigation fees for the completion of the Cache and Willow Street corridors (from Snow King Avenue to Broadway Avenue) and the intersection of Snow King/Willow.					
The amount collected shall be based on the calculated increased levels of traffic and pedestrian impacts created from the development together with the estimated project completion costs for roadway, curb, pedestrian and landscaping improvements. The improvements required shall be based on the preliminary design as completed in the year 2000 charette process. The mitigation fee to be provided to the Town shall be based on the estimated project costs required to complete the corridor work at the time the fee is due. Any improvements to the Willow Street corridor that are completed by others prior to reaching the levels of new development described below are not to be included in the calculations of mitigation fees. The mitigation fees shall be provided to the Town in cash at the time the levels of development are reached and prior to issuance of building perm its.					
The total new square footage allowed under the proposed resort master plan is estimated to be approximately 700,000 SF. This new square footage does not include the existing hotel building or the Love Ridge development. As such the mitigation fees shall be forwarded to the Town as follows:					
At 200,000 SF of new development: The applicant shall be required to provide 100% of the project costs associated with the completion of improvements to the Snow King/Willow Street intersection. Improvements shall be completed to satisfy the Town standard Level of Service (LOS) requirements for the traffic anticipated at the build out of the development.					
The applicant shall also provide a mitigation fee in the amount of 15 % of the total estimated project cost required to complete the Willow and Cache Street corridors.					
At 400,000 SF of new development: The applicant shall provide an additional mitigation fee in the amount of 15% of the total estimated project cost required to complete the Willow and Cache Street corridors.					
At 600,000 SF of new development: The applicant shall provide an additional mitigation fee in the amount of 15% of the total estimated project cost required to complete the Willow and Cache Street corridors.					
4. Provide details of and a summary of any mitigation fees paid to date.					

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
5. Provide a documentation of the number of square feet of development to date by subarea. Specifically identify the area of development that make up the existing hotel and Love Ridge developments. 6. Any offsite water, sewer, stormwater, grading, and pedestrian improvements required as a result of the proposed employee housing on Vine Street shall be the responsibility of the applicant. The housing shall connect to Snow King Ave. and Kelly Ave. with sidewalks and other facilities to accommodate pedestrian and bike users. 7. The Applicant shall provide digital plans in formats acceptable to the Town Engineer for updating GIS and records resources.					
WATER					
1. Clarify which subareas and structures correspond with the proposed facilities used in the demand estimates. For example, a plan identifying the subareas and structures identified by names or codes that are reflected in the estimate calculations. 2. Conduct a study of estimated demands to metered use for existing facilities to confirm values used for estimates. 3. The plan reference plans for snow making from 2000 with upgrades supplied from Flat Creek. The master plan does not provide the existing and proposed water demands for snow making. The plan calls for a significant increase in the snow making area. 4. Confirm with the Fire Marshall that the references to the Uniform Fire Code are still compliant with the adopted International Fire Code and Wildland-Urban Interface Code. 5. Provide the size of the water storage tank facilities that have been constructed.					
SEWER					
1. Clarify which subareas and structures correspond with the proposed facilities used in the wastewater volume estimates. For example, a plan identifying the subareas and structures identified by names or codes that are reflected in the estimate calculations. 2. Conduct a study to measure wastewater volumes from the existing facilities to confirm the values used for estimates that can be integrated into the Town's sewer system model. 3. At the least, the west portion, at the connection to Cache St., of the sewer main that serves the ice arena and ski lodge is old clay pipe in need of being reconstructed. 4. Currently Phil Baux park and the proposed base of gondola facility are not served by a sewer main. Any future development shall consider and provide these areas with sewer connections. Considering that the existing parking lot may be converted into a park, a new sewer main that is routed within Snow King Avenue is likely the preferred Town option, if elevations allow.					
STORMWATER					
1. Provide a map showing the six stormwater basins modeled and their respective pervious and impervious areas. 2. Provide maps that show areas modeled outside of the District when determining the capacity of stormwater infrastructure. 3. Conduct a study to measure stormwater volumes from the existing facilities to confirm the values used for estimates. 4. It is not clear how stormwater from Sub-Area #2 will be handled. Provide information on this runoff and information on which stormwater system is best suited to convey it, e.g. extension of the storm line at the intersection of Cache St and Snow King Ave. within Snow King Ave. to the base of the development.					
TRANSPORTATION					
1. The Plan should be amended to identify the traffic and parking studies that have been completed to date and their pertinent data. 2. Figure C-9 shows a detail "bubble" that calls out, "See Figure C-12 for proposed sidewalks." However, there is no figure C-12. If Figure C-12 exists please provide this detail. Please provide information on how the proposed improvements correlate or complement the existing Complete Streets Plan. 3. Provide any information regarding the winter season traffic and parking considerations or differences from the summer season.					
PRIOR TO FUTURE DEVELOPMENT PLAN APPROVALS, THE FOLLOWING ITEMS SHALL BE ADDRESSED:					
GENERAL					
1. Prior to any additional permits being issued for the District, detailed information concerning the site grading, utility installations and sizing, stormwater system design, roadway construction and construction phasing shall be provided to the Town Public Works Department for review and approval.					
WATER					
1. The water system capacity analysis shall be updated to reflect the existing developments. 2. Plans and models shall be updated to reflect the existing conditions at the time of application.					
SEWER					
1. The sewer analysis shall be updated to reflect the existing developments. 2. Plans and models shall be updated to reflect the existing conditions at the time of application.					

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

STORMWATER

1. The stormwater analysis shall be updated to reflect the existing developments.
2. Plans and models shall be updated to reflect the existing conditions at the time of application.

TRANSPORTATION

1. Update the square foot of development tabulation relative to the allowed 700,000 square feet. Provide any mitigation fees if triggered by condition.

ADDITIONAL COMMENTS:

Providing a date on the cover and pages of the documents to help distinguish versions of the Plan would be helpful for future submittals.

Providing larger format maps and scans that are legible in PDF format simplifies the review.

P19-201 –Snow King Master Association Resort Master Plan Amendment
Comments from Teton County/TOJ Pathways Department

Status: approved

- Comments at this phase are quite general in nature. As the applicant develops more detailed plans, comments will also be more detailed. Some of the comments below may encompass a broader reach than is specifically covered in the specific Master Plan Amendment, but the comments are nonetheless relevant to the role that Snow King plays in the Town of Jackson and reflect the fact that Snow King's reach and impact extend well beyond the immediate boundaries of the resort itself.
- An overarching goal reflected in all comments is that access to and from the resort by transit, biking, or walking should be exceptionally convenient, comfortable, and desirable—more so even than arriving by car. If this is achieved, then concerns over traffic impacts as noted in the Master Plan will be substantially mitigated.
- Connectivity
 - Connectivity for bicyclists, pedestrians, and other non-motorized forms of mobility should take a high priority for a resort property. This is applicable to both internal connectivity with the resort area itself as well as external connectivity to surrounding streets, public parks, transit access, trailheads, and downtown.
 - Specifically, the street design on Snow King Ave. should prioritize safe and comfortable bicycle and pedestrian facilities connecting to the Town Square and further west along Snow King Ave. Snow King Resort provides bicycle rental services for out of town guests that often have limited riding experience and are unfamiliar with the area. Similarly, Snow King Resort is also a frequent destination for families and children of all ages going to destinations such as the Ski Club, hockey rink, Phil Baux Park, and Snow King trail system via bicycle. Given these conditions, and the fact that Snow King Ave. is also the primary east-west corridor for bicycle traffic in town, the Town and the applicant should explore protected bike lanes along Snow King Ave.
 - Pedestrian access along Snow King Ave. should be enhanced. The connection from the hotel to Cache St. should be a high-quality pedestrian experience that will entice visitors to walk from the hotel to downtown. The corridor should provide comfortable access for people with mobility issues to the event center, Phil Baux Park, and other destinations. The potential to redesign the Snow King Ave. streetscape represents an opportunity to provide an outstanding pedestrian experience and seamless connection to the resort facilities and the natural resources available on Snow King Mountain.
 - Streetscape along Vine St. should be improved and should prioritize access for pedestrians and bicyclists to the proposed high-density housing units. Improvements should include high-quality sidewalks, comfortable facilities for bicyclists, and bicycle parking.

- Provide public access to Cache Creek Dr. via Snow King Loop/Lower Snow King Loop. The connection to Cache Creek Drive should be paved and clearly signed/marked for access and wayfinding.
 - Continue to provide access to the Forest Service trails.
- Transportation Demand Management
 - Snow King should explore TDM strategies to reduce car trips for the full range of visitors to the resort area. These include guests staying at the resort, visitors to Jackson who are not staying at the resort but are using services at the resort, and locals accessing services or other features at the resort.
 - The Town of Jackson and Teton County should assist Snow King in developing TDM strategies and goals.
 - Generally, transit, bicycle, and pedestrian access should be integrated so that all three modes can be used seamlessly.
- Parking
 - Overall parking demand and the provision of on-street and off-street parking for the resort should be carefully considered. If future development is over-parked (i.e. if too much space is allocated to parking), this will undermine TDM efforts to reduce car trips to and from the resort, and people will in essence be encouraged to drive personal vehicles to the resort. Snow King and the Town of Jackson should work closely together to reduce the need for parking to the maximum extent possible.
 - Ample bicycle parking should be provided throughout the resort area at all destinations and at housing units. Additionally, simple amenities for bicyclists (fix-it stands, benches, etc.) should be incorporated.
- Base Area/Phil Baux Park
 - The Phil Baux Park/base area has the potential to be a hub for community events and a high-quality public space. When redesigning the base area, while it will be important to provide multi-modal connectivity and ADA access, it is also critical to do so without sacrificing the public experience (especially for pedestrians) and the overall quality of the public space.
 - When it comes time to design the details for vehicular access to destinations such as the base area, Phil Baux Park, gondola access, the events center, etc., extra care must be used to ensure that these areas are not degraded by making them essentially into vehicle dropoff zones where a continuous stream of idling cars makes the whole area inhospitable for all other users. These spaces should be prioritized for the people actually using them, not for the convenience of the car drivers trying to access them. (A good example of how NOT to do this is the existing entrance to the event center/hockey arena—it's a junk show that forces anyone trying to enter the arena on foot to have to walk through a gauntlet of idling vehicles and actually does not achieve any added efficiency for accessing the arena).
- Additional Elements

- Resort features and enhancements for bicyclists, such as a pump track-style bike park available to riders of all ages and abilities, would be broadly supported.
- Thank you for the opportunity to comment on the plan amendment. I would be happy to coordinate with the applicant on any of the comments provided, and I look forward to any opportunity to assist the applicant in incorporating improvements for bicyclists and pedestrians into future plans.



DIRECTOR'S
DESK

TO: Tyler Sinclair, Town Planner
FROM: DARREN R. BRUGMANN, DIRECTOR
DATE: August 3, 2018
SUBJECT: Snow King Master Resort Plan Revisions – START Comments



On behalf of the START Board of Directors and staff, I offer the following comments (in no particular order) to the proposed revisions to the Snow King Resort Master Plan – Transportation Elements:

1. Should Snow King Resort pay for traffic mitigation similar to the requirements Jackson Hole Mountain Resort and Teton Village Association are bound by in their Master Plan (Area 1 and 2) with Teton County?
2. Traffic Volume/related figures need updated
3. Pg. 300-01: START Schedules and passenger counts need updated from 1999
4. Pg. 306: START would suggest the following items, some as listed under the strategies for Transportation Demand, be requirements:
 - A. Provide free or reduced-level bus passes to all employees
 - B. Provide free or reduced-level bus/bike passes to guests
 - C. Require off-site parking for employees
 - D. Provide START Bikes and promote alternative modes of travel for employee and guests
 - E. Promote Transit Usage in Marketing and website promotional material

With regards to TDM strategies, Snow King will need to work with START to suggest how employees get to/from Snow King (i.e., location of park and ride lots)

5. Pg. 306: The strategy to provide parking at the resort to be used for downtown employee parking needs to be reconsidered
6. Transit Station: A highly visible and concentrated bus stop/transit center should be considered at/near the base mountain.

As the local transit system, START believes it should be an integral component of any future growth management and traffic mitigation for the Snow King Resort area. Reducing traffic congestion in the resort area should be a priority. We thank you for the opportunity to voice our recommended revisions.

Darren R. Brugmann
START Director

Page 1 of 1



Snow King Master Plan Comments- Teton County/Jackson Recreation Department

October 23, 2019

Recreational Amenities within Phil Baux Park:

As understood by reviewing the master plan application, the primary impact of infrastructure to Phil Baux Park is the lift/ticketing area. As presented, the existing Cougar lift appears to be replaced with a new lift within the same footprint. P&R sees no physical impact of this structure with both current and proposed plans for the public facility. We do however have concern with the scale and location of the adjacent plaza and ticketing building. The plaza area is designed and oriented based upon existing conditions. It must be understood that future public development of the Town's park may alter the circulation and access as illustrated in the master plan. Additionally, P&R has concern with the location and orientation of the ticket building. The current building is immediately adjacent to the playground and may pose safety and circulation conflict. The building is also oriented towards the mountain, creating a service or back door elevation to the park. We would suggest the building be incorporated within the existing hillside to the south and orient in a manner that is complimentary to the park. The plaza area should be designed to direct the pedestrian flow towards the lift/ticket area, and provide physical barriers that deter overflow in, or access through the playground and climbing boulders. Such barriers should be aesthetically designed to enhance the site character and sense of place and shall comply with current CPTED (Crime Prevention Through Environmental Design Standards).

The plan also illustrates a structure and public art as a gateway to the ticket/plaza area. P&R recommends wayfinding signage within the appropriate scale and character of the park, but not advertising or commercial branding within the park. Public art within the park shall be reviewed and approved by the Parks and Recreation Dept. prior to contract execution and installation.

Parking:

The plan as presented envisions the utilization of the existing parking in Phil Baux Park to support the plaza/lift area. It remains the intension of P&R to dramatically re-develop and modify this existing parking facility. P&R requests that it be made clear to the applicant that such alterations and modifications to parking are at the discretion of the department and Town, and approval of the plan will not memorialize or entitle parking location or rights. The department continues to recommend that adequate parking, inclusive of tour bus drop off and staging shall be made on Snow King Property, and not on Town property or public rights of way.

Use of Public Property and Assets:

P&R recommends as part of the review and approval of the proposed master plan, new leases and agreements be executed. These documents shall include, but not limited to, all physical improvements on public property, access to and through the public property to such physical improvements and

utilizing of public property for program uses (ie. Tube hill, parking, ski base, etc.) We strongly feel these agreements need to be in place prior to development and use to ensure appropriate financial consideration and park oversight is provided for the public.

Mountain Sports Complex:

The information provided in the master plan application does not provide enough detail to fully understand the use and intent of the proposal. The proximity and connection to TOJ infrastructure should require a higher level of review and understanding by the town to ensure public resources and infrastructure are compatible. In addition, we recommend the submittal of an operational, access, and management plan prior to approval of use.

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

GOAL OF THE STAKEHOLDER PROCESS

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

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

PURPOSE OF THIS DOCUMENT

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

COMMUNITY INTERESTS

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

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

ROLE OF THE COMMUNITY IN THE PROCESS

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

PRIMARY STEPS IN THE PROCESS

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

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

KEY ISSUES IN THE DISCUSSION

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

KEY ISSUES DISCUSSED

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

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

Gondola Landing and a Vision for the Base

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

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

The new vision for the base included the following elements:

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

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

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

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

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

Community Benefits Now and for the Future

Members of the Stakeholder Group stressed the importance of developing vision packages for Snow King that promised a strong return to the local community for their continued and increased support of Snow King.

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

COMMUNITY BENEFITS INCLUDED IN STAKEHOLDER VISION SCENARIOS

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

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

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

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

A Discussion of Finances

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

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

Balancing Hard Issues

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

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

HARD ISSUES TO BALANCE

✓ *Boundary expansion:*

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

✓ *Road development:*

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

✓ *Zipline:*

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

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

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

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

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

Scenario Packages and Areas of Divergence

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

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

WHAT'S IN THE TABLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

From: [Geneva Chong](#)
To: [Pete Muldoon](#); [Town Council](#)
Cc: [Tyler Sinclair](#); [Snow King Engagement](#)
Subject: Comments regarding the Snow King Master Plan
Date: Thursday, October 31, 2019 10:29:48 PM

Dear Mayor Muldoon and Council,

Please consider my comments regarding the Snow King Resort District proposed master plan changes. I am writing as a private town property owner (taxpayer) and as a Ski Club parent. I served on the Snow King Stakeholder Group last year regarding proposed changes to the ski area.

A fundamental reason the Ski Area has proposed expansion and added entertainment is the claim that the Ski Area cannot survive financially without them. However, the Resort District as a whole is not fulfilling its original agreement regarding provision of funding from real estate and lodging for the community benefit of a ski area. The original intent was in exchange for extraordinary private development rights in the heart of a land-poor town, the community would continue to have the benefit of the mighty King - the iconic ski area.

I rely on you and your staff - planning, legal and the Town Manager, to make our town whole in regard to the Resort District upholding the benefit to the town and much larger ski community of having Snow King, the mountain, funded in part, regardless of ownership, by Resort District fees. Fees could be from sales, rentals and lodging (e.g., hotel) and could be managed by a board including owners, users and the town.

As a taxpayer I feel robbed that the original community benefit of financial support for the ski area was never enacted or upheld. I believe it is your fiduciary responsibility to make this right moving forward. I feel that the owners' threat of shutting down the ski area unless all the requested expansions and attractions are allowed - including additional impacts to and uses of our town public land- is despicable, especially when the original intent of the zoning agreement is being ignored.

Fundamentally, there must be a means to fund community benefit from the extraordinary private development opportunity the Resort District provides. Personally, I want this benefit to include Snow King skiing. However, as a taxpayer, in the end I don't care what it is as long as it is something meaningful and significant - 1% assessment on every sale, lease or rental to a fund for emergency and public safety services, for example.

Please take this issue seriously now to correct past mistakes that are costing us immeasurably, not only in lost financial contributions to a community benefit(s), but also in community division and distrust.

Thank you for considering my comments and for your work for our community.

Geneva Chong
East Jackson
307-699-0330

From: [Patrice Kangas](#)
To: [Tyler Sinclair](#); [Town Council](#); [Tiffany Stolte](#); [Pete Muldoon](#)
Cc: [County Commissioners](#)
Subject: Snow King proposed amendments/SKRMA
Date: Friday, November 01, 2019 8:06:07 AM
Attachments: [pklogo.pdf](#)

Dear Mayor, Councilors and Staff,

As the owners of a 1,000 sq ft, 30 year old Pitchfork Townhome within the PRD we ask you NOT to give authority to SKRMA to tax our property in any way, shape or form.

Two main arguments for this: 1. our existing taxes/fees and 2. Snow King's governance as a private entity.

Current Fees:

- We pay our bed tax to the state.
- We pay our annual fee for our short term rental license
- We pay Snow King as our HOA management company including easement fees to Snow King for maintenance of the road for plowing and resealing.

With the expansion of short term rental zones in town and many others in our community continuing to rent their units on the sly, the pool has been diluted. Case in point; this is the first October on record that our condo has sat empty for the entire month. With the addition of current and pending hotel rooms and condos, the likelihood to financially sustain this property is becoming more and more unpredictable.

Snow King/SKRMA - a private entity:

Although Snow King says they would like to account (and charge) for expenses benefiting all of the PRD, they will always prioritize projects that first and foremost benefit their bottom line. From what we've seen this past year alone, SK has repeatedly tried to bill our HOA for the edge of Snow King Loop Road collapsing. This damage is primarily due to 18 wheeler traffic delivering f&b and building materials for their ongoing development. Currently, SK is vying to reroute Snow King Loop Road in order for them to build employee housing. They will continue to look to us to help fund their private development and if we get thrown into SKRMA we will not have any say as to what they charge us or where our money will be spent. We should not be required to fund their private development.

The proposed Amendment would give SKRMA almost "unlimited power" over our properties with no benefit to us or the Town of Jackson.

We appreciate your time and consideration for our views.

Best, Patrice Kangas & Tim Harland

Patrice Kangas

patricekangas@gmail.com

jacksonholetim@gmail.com

From: [Jim LaRoe](#)
To: [Town Council](#); [Pete Muldoon](#)
Cc: [Snow King Engagement](#); [Tyler Sinclair](#)
Subject: RE: Amendment to SK Resort Master Plan -- A Challenge and a Solution
Date: Thursday, October 31, 2019 4:23:12 PM

Dear Mayor Muldoon & Councilors,

As always —Thank you for your service .

I am speaking for myself, as a full-time citizen of the TOJ and a full-time resident with-in the PRD Legacy Properties on Snow King Loop —Sub Area 7 (New map 6).

Summary:

I am actually fine with the TOJ Taxing short-term rentals in the PRD — to support the TOJ and citizens.

However, I am adamantly against private SKRMA Taxing our properties and worse giving SKRMA the Authority and control over how that money is used.

This is a critical opportunity for the TOJ to create a “two-sided” agreement with the private entity of SKRMA.

All my comments are focused on:(Page 173-174 Final)

XI. PHASING AND THE SNOW KING RESORT MASTER ASSOCIATION

SKRMA voting structure and authority.

The voting structure as written (and to date) has given full Authority to a very small group of people

that have a huge influence over one of the most important Property Sections in the TOJ. I cannot think of

any circumstance where such a small group (I believe 3-4) can wield Power and Authority over

a much larger group of properties and the entire PRD, with little or no say—and no benefit to the TOJ.

One serious flaw is language that sets voting rights by "property valuation"—not by individual members.

This document also lets “that Authority” extend beyond SKRMA —to the entire PRD. For no reason.

It is stated there is a Broad of 7. But does their "voting power" truly represent all members and owners ?

Does that vote control the entire PRD? Is this voting power aligned with the interests of the TOJ ?

Example: This no different than a Building HOA with 5 expensive Penthouses that because of “valuation”

can over-rule the other 50 owners in that building. Is that legal ? Is it OK for the TOJ to condone this ?

I have no interest in becoming part of SKRMA. It has no benefits or power to property owners.

Easements are already in place in the underlying Titles of properties that address all common issues such as snow plowing, maintenance et...

A clean and simple solution for all:

Keep the PRD as-is. Separate the individual Property Owners from SKRMA with-in the PRD. The PRD can easily have two separate Sections—the PRD stays intact—and better benefits the TOJ.

Section 1) The individual Property owners Sub Area 3,5,6 (new map)

Section 2) SKRMA Sub Area 1,2,4 (new map)

Benefit to SKRMA—It allows SKRMA to manage "its own" affairs and its own voting.

Benefit to Property Owners—Fair and legal representation—the easements are already in place.

Benefit to TOJ. —TOJ gets Taxing Authority over the PRD—and how that money is used.

This is simple to do by changing the language in page 174 to create a PRD Board that has the same powers, but truly represents all owners—and aligns with the interests of the TOJ.

It can be difficult to speak up regarding a powerful private entity such as SKRMA.

I appreciate your respect and your consideration for my views.

Best, Jim LaRoe

Jackson, WY jtlaroe7@gmail.com

307-200-6779 (H/O) 301-956-0649 (M)

From: [Skye Schell](#)
To: [Snow King Engagement](#); [Tyler Sinclair](#); [Paul Anthony](#)
Cc: [Town Council](#); [County Commissioners](#); dibarguen@fs.fed.us; [Moore, Mary C -FS](#); [Brian Krill](#)
Subject: Alliance comments re: SKRMA fee to support the ski area, in the base area masterplan amendment
Date: Friday, November 01, 2019 12:33:06 PM
Attachments: [Town Planning Commission SKRMA comments - Alliance - Nov 2019.pdf](#)
[Town Planning Commission Snow King base comments - Sept 2018 - Alliance.pdf](#)
[Snow King base masterplan comments Nov 2018 - Alliance.pdf](#)

Dear Planning Commissioners,

Thank you for your time reviewing the proposed amendment to the Snow King Base Area Masterplan. Please see our attached comments - just one page on a key issue. There are also many outstanding issues from last year's discussions, so I have re-attached those comments for your convenience.

- Current Nov 2019 comments: focusing on the SKRMA fee that should support the ski area, and a housing mitigation question
- Sept 2018 comments: history of the original masterplan deal, and why we believe an effective SKRMA fee is so critical
- Nov 2018 comments: discussion of the deals we have with other resorts in the county; highlight on the proposal to weaken key language re: SKRMA. Note that our request for KM6 to be included has come to fruition.

Please see [our website for our balanced vision for Snow King](#) - we believe Snow King can succeed as our town hill, and doesn't need to become an amusement park covered in condos. I'd also encourage you to keep [Bob McLaurin's excellent guest shot about community purchase](#) in mind, and not feel like this is an "all or nothing" proposal.

Please be in touch if I can help with any other information or discussion, and thanks again for your time and dedication.

Thank you,
Skye

CC other interested/involved parties just FYI

--

Skye Schell
Executive Director
Jackson Hole Conservation Alliance
He/him/his



office (307) 733-9417 x1
www.jhalliance.org

fb [JHConservationAlliance](#)

Help Build [Safe Wildlife Crossings for JH!](#)

November 1, 2019



Town of Jackson Planning Commission

Dear Town Planning Commissioners:

Thank you for the opportunity to comment on the Snow King base area master plan amendment. We want Snow King to succeed as our Town Hill, not an amusement park covered in luxury short-term rental condos at the base.

We appreciate that the Town, County, and Forest Service are working together to make holistic decisions about Snow King. Within that context, please understand that this base area master plan amendment is strictly about future private real estate development – not skiing – and that the developers are proposing a radical shift from the deal our town made in 2000. Please see our attached Sept. 2018 comments for more of that history.

One of the key issues in last year's discussions was how to get SKRMA fees to support the ski hill operations, as called for in the 2000 Base Area Masterplan. The proposal from SKRMA is a nice start, and we are glad to see that SKRMA is open to the fee. However, there is much to improve in the proposal. Primarily, unlike most or all nearby resorts, SKRMA does not levy a transfer fee on condo sales (see attached Nov. 2018 comments). And the investors don't want to use the fees to support the ski hill – in fact, they are trying to weaken that language. These are major flaws.

Please recommend to the town council that SKRMA fees:

- (1) Be **mandatory** and legally attached to all properties within SKRMA (please ask legal staff to investigate which properties already have fees in their deed, and which do not, especially given the rumor that Manuel Lopez gave one property a waiver)
- (2) Be a **minimum of 1%**, to line up with other resorts in Teton County (please ask staff to present an overview of transfer fees and resort taxes in all the other resorts)
- (3) Cover *all* commercial transactions, including not only hotel rooms and other short-term rentals, retail, and restaurants, but especially **condo/home sales**
- (4) Be used to **fund the Snow King ski area** in perpetuity, so the ski area has a stable funding source (removing the “need” for ziplines and other intrusive developments).

Please remember that this is not a philanthropic proposal. The various investors stand to gain a lot from this amendment, like being able to cash out on many new condos on Lots 53/57/58, more condos at the hotel (instead of the currently-approved hotel rooms that may not be as profitable as short-term-rentable condos), and a more-marketable KM6¹. So if allowing more condos, please make sure our community finally gets a fair fee on commerce at the base, so Snow King can be financially sustainable without more amusement park development or harmful-to-wildlife boundary / footprint expansions.

On a separate note: since the state legislature is again looking at taking away our housing mitigation program, please ask staff to analyze **what would happen to housing mitigation in the Masterplan** area if that bill passes, and how we can maintain mitigation in the SKRMA area in perpetuity.

Thank you for your dedication to our community,

Skye Schell
Executive Director
Jackson Hole Conservation Alliance

¹ Would the “indoor recreation” proposed for KM6 allow a movie theater? Is this an end-run to sell KM6 for movie theater / hotel development, proposed in 2015? See [“Councilman calls for comprehensive look at King.”](#) by Ben Graham, *JH News & Guide*, Feb. 18, 2015.

September 18, 2018



Dear Town Planning Commissioners:

Thank you for the opportunity to comment on the Snow King base area master plan amendment. We believe Jackson Hole can be a national model of a strong community living in balance with nature, and Snow King can be the greatest example of this balance: a ski hill built on our community values of protecting wildlife and providing access to nature on our public lands. We want Snow King to succeed as our Town Hill, not an amusement park covered in new condos at the base.

We appreciate that the Town, County, and Forest Service are all working together to make holistic decisions about the future of Snow King. Within that context, please understand that **the base area master plan amendment you are currently reviewing is entirely about future private real estate development – and the developers are proposing a radical shift from the deal our town made in 2000.**

In 2000, our town made a deal with Snow King to allow dramatically more commercial and lodging development at the base – 915,000 square feet, the equivalent of almost 10 Marriotts or two Four Seasons – in exchange for that development serving as the “financial and operational platform” for the ski area¹. Essentially, local government created many millions of dollars of commercial property value through an upzone, and gave it to the investors. In total, that development equates to 550 new condos or 1100 new hotel rooms – about half of it still latent. Nearby condos are currently selling for \$1.5-2 million, so 550 condos means \$800 million to a billion dollars of condo revenue. A small portion of that revenue was supposed to – and easily could – support the winter skiing operations.

The investors agreed to use some of the additional revenues from the increased lodging and commercial development to fund “community-oriented activities” like operating the ski area. The Resort Master Plan was crystal clear on how this would work:

“The Snow King ski area provides a venue for the junior ski racing programs, adult ski racing as well as recreational skiing and snowboarding, both day and night. ... It must be noted that many of our community partnership activities mentioned above often come at a high cost to Snow King. **Resort operation of lodging and other facilities provides the financial and operational platform and the resources to support these and other community-oriented activities.**” [172-173]

This is normal for ski resorts – most don’t make their money on lift tickets, they make money on lodging, real estate, and commercial development at the base.

So, Snow King’s investors agreed to create the Snow King Resort Master Association (SKRMA). The simplest way to understand SKRMA is that it’s like a Homeowners’ Association (HOA) for everyone who owns land or does business at Snow King. SKRMA was empowered to charge dues on all the property owners. According to the Resort Master Plan:

“SKRMA will act as a pseudo improvement district and be entitled to assess and collect dues and assessments from all property owners, renters, resort guests and from any

¹ *Snow King Planned Resort District Master Plan [2000]*, page 172-173.

entities performing management functions, owning property or obtaining revenues within this Planned Resort District. These dues are intended to cover all of SKRMA's costs including various mitigation plans, constructing and maintaining any improvements that are its responsibility including landscaping, roads, utilities, employee housing, parking, pathways, recreation, district promotion, common signage, transportation, marketing and any other aspects associated with the proper and successful implementation of this Master Plan and its goals and objectives." [171]

The deal was clear: the community gave Snow King's investors additional commercial value and revenue; in return, the investors agreed to use part of that revenue to pay for community benefits. Unfortunately, Snow King's investors never carried out their end of the deal. They never levied dues through SKRMA to fund the "community-oriented activities" with those dues. According to the Wyoming Secretary of State's website, SKRMA stopped even filing its paperwork, so the State dissolved it in 2014.² (Snow King has since re-filed SKRMA's paperwork.)

It gets more complicated. When our community made the deal with Snow King in 2000, the same investors owned everything: the ski area, the hotel, and the vacant land at the base, so it would have been easy for them to set up SKRMA. But over time, the investors made short-term business decisions to sell off key parcels like the hotel and the new condos, sacrificing part of their "financial and operational platform" for fast cash. As a result, there are now more owners at the SKRMA table, making it more complicated to get agreement on how to levy and spend dues – but that doesn't change their responsibilities.

We hoped the investors would try to fix this situation through the amendment in front of you. Unfortunately, they're doing just the opposite. **The new investor group wants to delete their responsibilities from that deal with the Town, and instead set up a new deal in which intrusive on-mountain amusements like a zipline serve as the "financial platform" for the mountain.** They want to do this by changing the base master plan text as follows (see the "track changes" version, PDF page 366 in the P18-208 transmittal memo):

Current text	Proposed text
Resort operation of lodging and other facilities provides the financial and operational platform and the resources to support these and other community-oriented activities.	"operation of lodging, conference, and on mountain activities provide the financial and operational platform and the resources to support these and other community-oriented activities."

However, they want to keep the remaining 500,000 sf of commercial development they received from the Town in 2000. We believe that the investors need to decide whether to have their cake or eat it, but not both. Either they follow through with the 2000 master plan deal and use the development and commercial revenue to support the ski hill, as promised, or we should undo the deal entirely (and remove the massive future commercial development potential) and they can use new zipline revenues to support the ski hill.

²WY Secretary of State website:

<https://wyobiz.wy.gov/business/FilingDetails.aspx?eFNum=142033254045148183251016013178103047250038006104>

Here are two simple options:

	Town: Base master plan	USFS: On-mountain
Option 1: stick with deal	Follow through with 2000 deal: use revenues from the base to support ski area, keep 500,000 sf of latent development	Don't need to build new amusements to generate revenue, since revenue comes from base
Option 2: new deal	Undo 2000 deal: don't use base revenues to support ski area – and remove 500,000 sf of latent hotel/condo/commercial development	Build new amusements to generate on- mountain revenue to support ski area, since no revenue from base

Before our community gives Snow King's investors even more economic benefits on our Town Hill, we and our Town Council need to hold them accountable to the deal they already agreed to. *Before* we approve anything new, Snow King's investors should get together with the other resort property owners and agree on a legally-binding SKRMA funding structure, dues, and what those dues will go to. They should commit (in binding documents, with bonding) to keep the lifts spinning, maintain free uphill public access to our public lands, build workforce housing, and invest in transit and parking for their new summer traffic – with the dues from their commercial and lodging revenues.

How this relates to decisions on Town land

The investors also want to take over more Town land in Phil Baux Park, to land a private gondola and zipline. The Parks & Rec director and board both rejected a zipline on Town land, and the board also rejected the proposed gondola location. Whatever Parks & Rec *does* approve should be part of a comprehensive negotiation about the entire future of Snow King – public and private land. Please work with your Parks & Rec colleagues to come up with a joint recommendation for:

1. Re-negotiating the base area masterplan [you recommend, Town decides]
2. Re-negotiating Town lease agreements for Phil Baux Park, the almost 30 acres of ski area the Town owns, half the ice rink building, etc [Parks & Rec recommends, Town decides]
3. Allowing new amusements like ziplines [Town recommends, Forest Service decides]

Please look at all these processes holistically and comprehensively, so that our community can best negotiate a great outcome for our Town Hill.

Please let me know if we can be of assistance.

Sincerely,



Skye Schell
Executive Director
Jackson Hole Conservation Alliance



November 5, 2018

Dear Mayor Muldoon & Councilors:

Thank you for your thoughtful review of the proposed Snow King base area masterplan amendment. We want Snow King to succeed as our Town Hill, where local kids learn how to ski, where we catch up with friends and watch wildlife, and where, in the words of a recent [great short film](#) from Stio, we run our dogs and enjoy quiet sunsets.¹ We would like to add these new comments and analysis for your consideration:

A new perspective on the deal the Town made 18 years ago

Please see our attached comments to the Planning Commission regarding the history of the base area masterplan from 2000. We have one new point to add. The County's recent review of the Grand Targhee Resort base masterplan brought up a very interesting comparison: What was the public benefit promised in *other* local resort masterplans?¹

- **Village masterplan:** 1% transfer fee on all Shooting Star sales (to START Bus)
- **Grand Targhee masterplan:** 600 acres conservation easements + 1% transfer fee on all sales (potentially changing, but still significant and binding)
- **Snake River Sporting Club masterplan:** 1% transfer fee on all sales (to school district)
- **Snow King 2000 masterplan:** what *did* Snow King promise?

In exchange for almost a million square feet of commercial and lodging development, what did Snow King agree to do in return? If there was no required public benefit, *unlike* every other resort, why did the Town Council give the owners such a massive windfall of new development? We believe the promised public benefit in the Snow King masterplan is actually quite clear: they would keep the lifts running for our community. The masterplan states:

"The Snow King ski area provides a venue for the junior ski racing programs, adult ski racing as well as recreational skiing and snowboarding, both day and night. ... It must be noted that many of our community partnership activities mentioned above often come at a high cost to Snow King. Resort operation of lodging and other facilities provides the financial and operational platform and the resources to support these and other community-oriented activities."
[2000 masterplan pg. 172-173, highlight added]

Town LDRs for the Snow King resort base area are even more crystal clear:

Factors and resort characteristics important in Snow King's future development include...
Continued provision of the amenities of "town hill" skiing. [Town LDR 4.3.2.B.]

If the new investors refuse to honor this deal, please go back to the meeting minutes from the mid-90's resort zoning and the 2000 base masterplan and look for evidence clarifying the deal. We recognize this may take time, but it is a critical step. Negotiations to change the deal must start from a shared understanding of the current deal – otherwise the investors could try to keep all their benefits from the deal (500,000 square feet of commercial development still to go), without honoring any responsibilities from the deal. *Before renegotiating the deal, please come to a clear understanding about the existing deal.*

¹ <https://www.stio.com/blogs/news/a-love-letter-to-our-town-hill>

What is in the proposed amendment?

The base area masterplan amendment you are currently reviewing is entirely about future private real estate development. The investors seek three significant changes:

1. Prepare Lots 53, 57, and 58 for development and sale
2. Change the plan for the whole area and KM-6 away from a “world-class convention center” to more general “commercial development”
3. Weaken the above-highlighted key language from 2000

Lots 53/57/58

The owners want to amend the masterplan for three lots that so they can develop more condos or sell the parcels to another developer. It is not entirely clear how many condos could be built on this site, or why the owners want this change. *Please ask staff to analyze how many condos (or other development) could be built now vs. after this amendment, before approving any changes.*

More important: it seems everyone agrees that one of the main problems with the 2000 agreement was that it allowed investors to sell off key properties and make SKRMA dues harder to collect. Selling off three more parcels would make that situation worse. *Please require enforceable agreements that revenues from Lots 53/57/58 will support running the lifts, in perpetuity, before making it easier for investors to sell them.*

Overall area and KM-6 plan

The investors are trying to prevent our community from creating a comprehensive new vision for the entire base area including the hotel lot and KM-6 (the largest undeveloped parcel at the base). A Snow King representative recently told you that KM-6 is off the table because of the process MOU you signed in 2017.²

Remarkably, at the same time, they submitted this amendment to make KM-6 more commercial and more sell-able. Previous KM-6 development proposals like the 2015 movie theater idea failed because they did not match the specific convention center vision in the masterplan.³ So the investors want to change the masterplan. In their September 28 comments to the Town Planning Commission, the investors wrote that

District 2 is where commercial development should be targeted. Instead of having the focus of the Snow King Master Plan be on development of conference and convention space ... we suggest that the purpose shift to driving the goals for District 2 from the Comprehensive plan.

As you'll see in the “track changes” version of the amendment, by stripping convention center language throughout the masterplan, the investors would make future development of KM-6 easier without allowing the community (or Town Council) any input on the future of that parcel and the overall area vision.

Luckily, the process MOU just expired on November 1, so the whole masterplan is fully on the table. *Especially since the owners are trying to change that subarea plan without allowing community input, please update the entire masterplan including KM-6.*

² Jeff Golightly, comments to Town Council, September 4, 2018: Item IV A2, minute 40:25. <https://jacksonwy.swagit.com/play/09042018-1721>

³ “Council debates plan for lot by Snow King, January 21, 2015. https://www.jhnewsandguide.com/news/town_county/article_0ce5ba16-b926-5ad3-b41b-7fe2106112ab.html”

Weakening key language from 2000

Finally, the investors are trying to remove their responsibility to use this commercial development to actually support the hill, which was the heart of the existing masterplan. They want to do this by changing the base master plan text as follows (see the “track changes” version, PDF page 366 in the P18-208 transmittal memo):

Current text	Proposed text
Resort operation of lodging and other facilities provides the financial and operational platform and the resources to support these and other community-oriented activities.	... operation of lodging, conference, and on mountain activities provide the financial and operational platform and the resources to support these and other community-oriented activities.

Adding “on mountain activities” to the list essentially means that new ziplines would support running the lifts – not a bad idea in the abstract, but in practice this means that all the commercial development the Town gave them in 2000 would be off the hook for supporting the hill. *If so, please reconsider whether to still allow 500,000 more square feet of development.*

What is not in this amendment?

The amendment as currently proposed lacks four key elements:

1. Updated studies. Surprisingly, the traffic studies are from 1996-1999:

These volumes are from the traffic count data in the 1996 Jackson Hole Transportation Study and additional traffic counts conducted by O'Malley Engineering & Mapping between August 16 and September 2, 1999. This data has also been checked with traffic counts acquired by Nelson Engineering in August/September 1997. [Page 95 in amended masterplan]

Much has changed since 1999. *Please update all studies before approving any amendments.*

2. Clear and binding agreements tying all revenue centers to community benefits

This is the crux. Under the 2000 deal, Snow King owners agreed to use the revenue from commercial and lodging development to pay for the ski hill. Instead, they sold off key assets – the hotel, the new ballpark condo lot – for cash. New owners are now asking for *new assets* (zipline, etc.) to pay for the ski hill. What’s to prevent them from selling off more assets – like the roller coaster, or a zipline, or Lots 53/57/58 – and in a few more years, yet more new owners come back to the Town and ask for *yet more new assets* to pay for the ski hill?

Please require a strong and binding agreement that all profit centers at Snow King – whether on-mountain or base lodging/commercial – will permanently pay for keeping the lifts running at affordable and accessible prices for locals.

3. A comprehensive new vision for Snow King

First: please fairly compare Snow King with our other ski resorts. Jackson Hole Mountain Resort and Grand Targhee were ski resorts first, and housing and hotels sprang up to serve the resorts. Snow King is entirely different. It started 80 years ago as a ski area by locals, for locals. Skiing sprang up to serve the real community that already existed – the Town of Jackson. Our new mountain and base vision for Snow King should honor this history and community.



We believe there must be a balance point between resort promotion and locals' use. Please don't let overcommercialization displace locals from our historic activities on our Town Hill. Locals may not want to hike the bootpack anymore if there's a zipline overhead, or enjoy the "quiet sunsets" if a gondola brings 1500 people to the ridgetop every hour. *Please use your authority over Town land, and your role as a Cooperating Agency with the Forest Service, to craft a new and balanced vision for our Town Hill.*

4. An equitable deal for Town of Jackson residents

The investors are asking the Town Council to broaden their revenue streams at the direct expense of town residents, particularly those at the base of the mountain. Giving them new revenue centers and up-zoned development both on-mountain (ziplines) and at the base (500,000 square feet) would create a "double whammy" for town residents, in terms of tourism impacts, traffic, and short-term rentals – and our community could be considerably degraded.

What's more, the investors are trying to charge town residents for uphill human-powered travel, for the first time in 80 years of operations, even though the town gives Snow King sweetheart leases on almost 30 acres of town land. This feels like a lot of "take" and very little "give."

Breaking the 2000 agreement would betray the promises made to the people of Jackson by the original owners (and their successors) and the former Town Council in 2000. The Town of Jackson remains one of few resorts where the community is, in fact, a community. Please support that by holding the investors accountable to their almost-20-year-old obligations that were designed to maintain our community character. *Living up to the promises of the 2000 deal helps control the negative impacts of development and makes it more equitable to town residents.*

In conclusion

We need your leadership: please prevent piecemeal changes that let the new investors evade the responsibilities they bought into. Instead, please create a comprehensive new vision for all of Snow King – both the mountain and the base – that respects our community values, wildlife, and locals.

Thank you for your careful review and diligent work on behalf of all of our community members and our ecosystem.

Sincerely,

Skye Schell
Executive Director
Jackson Hole Conservation Alliance

ⁱ It's interesting to compare this deal to the deals that other local ski resorts have – with Snow King receiving much more development for a much smaller ski operation:

	APOs (guests)	Square footage	Ski area carrying capacity
Snow King	2,095	915,000 sf commercial / lodging	1,780
JHMR	5,240	208,000 sf commercial	7,700
Grand Targhee	3,500	150,000 sf nonresidential 450 housing & lodging units	5,130

Note: This was the best available information we could find. Please ask staff to confirm or correct these numbers.

From: [anne lippold](#)
To: [Town Council](#)
Subject: I am very concerned about Snow King. I throughly dislike how it has become an amusement park. A very expensive one. I enjoyed hiking to the top with friends and family for many years, and now feel the rides are very silly as well as expensive. The ki...
Date: Wednesday, November 20, 2019 4:29:10 PM

Sent from my iPad

From: [Geneva Chong](#)
To: [Tyler Sinclair](#); [Snow King Engagement](#); [Town Council](#)
Subject: Snow King Resort master plan and USFS process
Date: Thursday, November 21, 2019 4:08:34 PM

Dear Town Council and Planning,

I am sorry I can't join you this evening. I have sent much comment and served on the stakeholder team. I have two points:

1. Please ensure the master plan is clear regarding community benefit from private development to skiing regardless of ownership SK Mountain ownership.
2. Do not fall into thinking that the USFS process related to SK Mountain expansion and development need dictate any decision from the town.

Thank you for your work for our community.

Geneva

307-699-0330

From: [Tyler Sinclair](#)
To: [Tiffany Stolte](#)
Subject: FW: Online Form Submittal: Email Tyler Sinclair
Date: Friday, November 22, 2019 8:51:21 AM

See below public comment for Snow King, and feedback on the website, thanks, Tyler

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, November 21, 2019 5:02 PM
To: Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: Online Form Submittal: Email Tyler Sinclair

If you are having problems viewing this HTML email, click to view a [Text version](#).

Email Tyler Sinclair

Email Content:* Tyler, I could not find an email address for the Commission on the website. I asked Paul to forward these comments to them. Thanks. November 21, 2019 Jackson Planning Commission I was not able to find an email link to the Jackson Planning Commission and request that this is corrected on the Town website. In addition, the Planning Department should update the website which only shows documents from Snow King Phase 1 and 2 through 2018. Thank you for the opportunity to provide input to the Planning Commission. I would like to share some concerns regarding the proposed amendment to the Snow King Planned Resort District Master Plan. • There should be coordinated and holistic planning between SKMRA, Teton County, the Town of Jackson and USFS. USFS EIS document did not adequately address Town and County input in the range of alternatives. • SKMRA – 2000 Resort Master Plan. Finalize who is in the resort district and who is not. Resort District is an agreement with the town. How was One Town Hill released from the agreement? Legal obligations transfer with real estate sales. • SKMRA – Benefits and financial responsibility should apply to all in the resort district. Either in or out. If out, no financial responsibility, but no short-term rentals or other benefits. If in, get resort district benefits such as zoning variances and short-term rentals, BUT MUST PAY SKMRA FEE. All commercial overnight activities (ex. Short term rentals) and real estate transactions should be assessed the fee. • SKMRA – Should be 2% fee on all commercial/retail transactions. 1% is a toss out number with no basis. Town and County should decide how to apply 2% to ski operations. Currently, the SKMRA Board decides how to apply the revenue. In the future, if the Ski Area is sold or separated from SKMRA, there will be no controllable revenue to support operations. • SKMRA - How will Town and County audit revenue without access to the books? What are the revenue projections? \$250k to \$500k is a wide range considering Snow King and the Hotel could make accurate projections based on their 2018 financial records. How will you ensure compliance? Penalties for non-compliance? Thank you for reviewing these concerns. It is my hope that you address these issues as you move forward with negotiations on the amendment. Sincerely, Kevin Cochary Jackson, WY

Your Name:* Kevin
Your Company Name:
Your Phone 415-656-9883

Number:
Your Email Address:* cochary@gmail.com
Your City: Jackson
Your State: WY
Your Zip Code: 83001
File to Upload []
Convert to PDF? []
(optional): (DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://jacksonwy.gov/Admin/FormHistory.aspx?SID=774>

The following form was submitted via your website: Email Tyler Sinclair

Email Content:: Tyler,

I could not find an email address for the Commission on the website. I asked Paul to forward these comments to them. Thanks.

November 21, 2019

Jackson Planning Commission

I was not able to find an email link to the Jackson Planning Commission and request that this is corrected on the Town website. In addition, the Planning Department should update the website which only shows documents from Snow King Phase 1 and 2 through 2018.

Thank you for the opportunity to provide input to the Planning Commission. I would like to share some concerns regarding the proposed amendment to the Snow King Planned Resort District Master Plan.

- There should be coordinated and holistic planning between SKMRA, Teton County, the Town of Jackson and USFS. USFS EIS document did not adequately address Town and County input in the range of alternatives.
- SKMRA – 2000 Resort Master Plan. Finalize who is in the resort district and who is not. Resort District is an agreement with the town. How was One Town Hill released from the agreement? Legal obligations transfer with real estate sales.
- SKMRA – Benefits and financial responsibility should apply to all in the resort district. Either in or out. If out, no financial responsibility, but no short-term rentals or other benefits. If in, get resort

district benefits such as zoning variances and short-term rentals, BUT MUST PAY SKMRA FEE. All commercial overnight activities (ex. Short term rentals) and real estate transactions should be assessed the fee.

- SKMRA – Should be 2% fee on all commercial/retail transactions. 1% is a toss out number with no basis. Town and County should decide how to apply 2% to ski operations. Currently, the SKMRA Board decides how to apply the revenue. In the future, if the Ski Area is sold or separated from SKMRA, there will be no controllable revenue to support operations.
- SKMRA - How will Town and County audit revenue without access to the books? What are the revenue projections? \$250k to \$500k is a wide range considering Snow King and the Hotel could make accurate projections based on their 2018 financial records. How will you ensure compliance? Penalties for non-compliance?

Thank you for reviewing these concerns. It is my hope that you address these issues as you move forward with negotiations on the amendment.

Sincerely,
Kevin Cochary
Jackson, WY

Your Name:: Kevin

Your Company Name::

Your Phone Number:: 415-656-9883

Your Email Address:: cochary@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

File to Upload (optional):: No file was uploaded

Additional Information:

Form submitted on: 11/21/2019 5:02:19 PM

Submitted from IP Address: 184.167.18.218

Referrer Page: <http://jacksonwy.gov/directory.aspx?did=48>

Form Address: <http://jacksonwy.gov/Forms.aspx?FID=184>

Jackson Town Council

The Pitchfork Townhome HOA has decided against joining SKRMA at this time. We feel at this time we would be subject to the dictates of SKRMA without any real power or voting representation to protect our interest. Unless Pitchfork has some guarantee on the limits of our financial responsibility we prefer to maintain our independence from SKRMA.

Pitchfork Townhouse Homeowners Association,



David Navratil
President

From: [Shane Rothman](#)
To: planningcom@tetoncountywy.gov; [Town Council](#); [Tyler Sinclair](#)
Subject: SK Resort District: questions/comments
Date: Thursday, November 21, 2019 3:03:30 PM

Dear Mayor, Council, and Planning Commissioners,

I will not be able to attend tonight's meeting, but will be following closely. I'd like to say thanks in advance for all of the time spent reviewing the future of the Resort District, while continuing to urge all of you to dig deeper into the many issues that aren't exactly being considered the most important topics.

As I've said before, this Resort District was intended to be a benefit to both the ski area and community, and the lack of foresight, and "vagueness" of the 2000 RDMP continue to pose contradictions to our current community priorities. To further sum it up, I simply desire a "Town Hill" that respects and honors our community's values, while providing clear community benefits that can overwhelm decades of previous mistakes. Hopefully someday both locals and visitors can be able to look at all of these large developments and amusements, and recognize that it all supports something beyond the private investors that currently retain complete control of our Town Hill's future. Sadly, the current situation feels like an "oligarchy" where the speculation of even more private profit is dictating our future.

Here are "just a few of the questions" that many people hope to know the answers to:

1. How will "SKRMA" raise funds to provide the "community benefit" of recreation? Will recreation be taxed, or should it focus on short term lodging and real estate transactions? Is SKMR LLC seriously considering tacking on a 1% fee to activity tickets such as the \$15 uphill pass (which would make a single hike up the hill cost \$15.15)?
2. Who will be in charge of allocating these future funds? Will Max C Chapman Jr have the most authority as President of SKRMA, SKMR LLC, and KM6 LLC? Will he actually show up to any of these meetings to clarify his role and help facilitate future agreements?
3. How will all future developments be "phased" to ensure that recreational benefits such as an additional Ice Rink and Mountain Sports Center will actually be funded and built accordingly?
4. Is an employee housing complex the first priority for future development (and how can Vine Street be rebuilt to accommodate this, or will other locations be considered)? Is dormitory housing an acceptable way to "house the local workforce", and how would this desired change in requirements affect the future of our other Resort Districts in Teton County?
5. The KM6 parcel is now included in the discussion, and seeks a "change in use" to provide "indoor recreation" instead of a "conference center". Is the need for indoor recreation fulfilled now that we voted to expand our Rec Center? Can "indoor recreation" be further defined so we don't end up with something like a movie theater? Could "outdoor recreation" or "affordable housing" be considered instead to fill a community need?
6. Is the Resort District being properly designed? The location for the "Mountain Maintenance Facility" behind the Ice Rink poses issues with allowing an industrial use at the "community portal".
Is there any way that affordable/deed restricted housing could be included for the remaining undeveloped parcels?
Are more amusements necessary?
How will the historical value of the area be recognized upon transformation/buildout?
7. Can anything be done to guarantee free public access to our public lands through the Resort District? Shouldn't the clear wording in the 2000 MDP already guarantee this? Why hasn't this issue been brought up?
8. Should SKRMA have public representation on their Board of Directors to ensure transparency, since the District is permanently intertwined/bisected with public spaces and public lands? Could public representation potentially be a "trade-off" for the continuation of subsidized leases of public properties?

9. Where will everyone park? Will current parking lots be needed for construction staging areas for the next decade? Are parking fees likely in the future, since the majority of SKM's users park on town property?

10. Will the effects of the future buildout of East Snow King Avenue (inside Lodging Overlay with minimal parking requirements for businesses) be considered?

11. Does SKMR LLC really need another zipline attraction to complement the largest ropes course in the northwestern USA? Hasn't the current amusement park area already received enough complaints? Will it be open until 9pm all summer like the coaster, even in the dark? Can the 40 year old Alpine Slide be decommissioned, or part of a trade-off?

12. While SKM allegedly tries to be "affordable", is there any "affordable lodging" nearby to complement it? Will the SK Resort Hotel's ownership further increase their prices after this renovation is complete? Why are they trying to add condominium "wings" to their Hotel while the rest of the condos in the District resemble a luxury ghost-town?

13. Which remaining locations can be considered to "squeeze in a beginner slope" to have a reasonable alternative for frequent inclement weather at the Summit? Could the tubing lane location also serve as an ideal slope?

14. Where will SKMR LLC sell their tickets and rent skis at the western portal? Inside the SK Center?

15. Who will fund additional space for the JHSC's needs? SKMR LLC, SKRMA, and JHSC? Taxpayers using SPET funds?

16. Will renegotiations of the Resort District consider the possibility of the ski area being owned by the public in the future?

17. How does locating a gondola next to the playground/inside Phil Baux Park achieve the goals of maintaining a welcome green space for the public, and "a wide open base area" for events? Shouldn't it be considered for the opposite side, in place of King Tubes?

...There's always plenty more issues and tangents to consider, and I understand that it's not fair to expect every single aspect to be covered at tonight's meeting.

Thank you all for your time and consideration, and for your patience as this process grows repetitive. I would greatly appreciate any brief response, as well as any opportunity to discuss these matters in person in the near future!

Sincerely,
Shane Rothman
"Town Hill Advocate"
970 275 1684

From: [Tyler Sinclair](#)
To: [Tiffany Stolte](#)
Subject: FW: SK Resort District suggestions
Date: Wednesday, November 27, 2019 8:57:06 AM

-----Original Message-----

From: shane rothman <bredtoshred@hotmail.com>
Sent: Wednesday, November 6, 2019 12:52 PM
To: Town Council <electedofficials@jacksonwy.gov>; Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: SK Resort District suggestions

Dear Mayor, Town Council, and Planning Commissioners,

As Snow King Mountain Resort LLC and SKRMA continue to try moving forward with their plans, things have gotten extremely complicated to follow. There are major flaws in nearly every aspect of the district's physical plans (like squeezing a maintenance facility into a hillside behind the Ice Rink), and the prior agreements (SKRMA, adherence to TC Comp Plan) as well as the subsidized leases of public property (Phil Baux & Snow King Center) which still haven't been properly addressed. The vagueness of prior approvals is how we arrived in this messy situation today, and the applicant seems to be desiring even more control of the Resort District (Max Chapman is already president of SKRMA, KM6 LLC, and SKMR LLC). Please help ensure the public that every aspect of these plans will receive careful deliberation, with concrete requirements for community benefits.

Please do not hesitate to suggest "preferred alternatives" for the future of the Resort District. Commitments towards shifting future development away from "Resort Amenities" to "Recreational Amenities" should be the goal, and also to incentivize real housing opportunities for locals to be able to live at the "Town Hill". These dense lodging developments should instead be some of the most affordable places to live in town, situated in a cold shadow, at a ski resort that does not see much "wealthy clientele". A strong neighborhood of locals "faithful to the King" surrounding the Town Hill would've kept Snow King out of the situation it is today. Enough future development can already be expected on East Snow King Avenue, which is zoned inside the Lodging Overlay. Oversaturation of TOJ's luxury lodging market is foreseeable, as well as further declining local morale. It is a shame to not be proud of our Town Hill, and the potential future is discouraging.

Careful consideration should also be given for the formerly inevitable solution of "public ownership" of our public lands at Snow King Mountain to become a real possibility in the future. The Town Hill must remain inviting for residents, and public access should be ENCOURAGED as our gateway to public lands. Future non-traditional "amenities" and the inevitable commercial/condo buildout all must be done carefully to ensure locals will feel welcome. Our Town Hill and local community need a morale booster, and adding more ziplines and condos is not the correct way to mitigate the damage that has already been done.

This Resort District resembles a ghost town most of the time, and does not provide a clear benefit to residents, especially since ticket/pass prices have been inflated, despite the recent additions of activities and even more condos that should be helping to keep it affordable. The days of feeling bad for Snow King Mountain are long gone, and this Resort District is an example of planning gone wrong, with a lack of foresight towards the future.

It is also discouraging to see that Snow King Mountain would like permission to change their employee housing requirements to facilitate the hiring of seasonal, non local employees, which currently represents 2/3 of their workforce. This does absolutely nothing to achieve Teton County's goal of having a local workforce, and will only make it worse. Nobody seems to know where SKMR LLC has historically housed their employees, but one of our County's largest employers has undoubtedly been a significant contributor to our current situation, instead of being a role model for others.

Also, please be keen to residents that have been irritated by summer amusements (Alpine Slide and Rollercoaster) that operate until 9pm, despite a business application that states an 8pm closure time. No additional amusements

should be considered without discussing future operating hours, and these loud and obnoxious attractions should close between 5 and 6, similar to every other ski resort in the western USA.

The following paragraphs are from a post on the “Free Snow King” Facebook page, which I administer in an endless effort to document the shifting proposals, encourage discussion, and advocate for community ownership. Please consider following the page, and in the meanwhile, please do not rush this review towards our Town Council without vetting each individual element of the 209 page document.

Nobody really knows how the “Snow King Resort Master’s Association” works, despite nearly 20 years of its alleged existence. This group is in charge of overseeing over 1 million square feet of the gratuitous development rights that were intended to help support recreation at Snow King Mountain.

There isn’t any clear evidence of SKRMA doing anything to benefit the ski area or recreation over the years, but allegedly the group came together once to fund an erosion area above the Vine Street Maintenance Shop.

How/where did they round up these funds? Is there any way to capture the “past dues” of this “resort gone wild”?

As the second round of updating the Resort District Master Plan approaches, TOJ officials need to have a clear plan of how this group of landowners will be governing their district, and how the area can be a community benefit. The structure of this rather covert organization could be improved with some public representation on the board (ie a Town Councilor or Parks and Rec Representative) since the area is permanently intertwined with multiple public properties.

The details of SKRMA’s revised plans will be a key issue during negotiations. A 1% fee on transactions throughout the Resort District should be targeted towards the ballooning real estate transactions, leases of commercial space, and all short term lodging, and perhaps *not* include every single ticket sold at SKM. Local residents should not be burdened by an additional tax to recreate at the “Town Hill”.

It will be extremely important to verify how these funds will be allocated to recreation, and the preferable outcome would be for this revenue to support winter recreation, pathways/trails, and our public facilities and parks throughout the base. It should not be used to facilitate private profit, such as constructing more ziplines, or to subsidize things like restaurant operations or marketing for huge events, or even to pay for landslides on someone’s private property.

We do not want this agreement to end up being a slippery slope where the Resort District’s ownership is free to allocate these future funds wherever they see fit. These funds should support Snow King Mountain and the community for the eternal future, no matter who owns it!

Thank you all for your time and consideration towards this ongoing issue with huge ramifications towards the future of Jackson!

Sincerely,

Shane Rothman (and Whitney Ballard)

980 Snow King Drive

Jackson WY



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 12, 2019
MEETING DATE: DECEMBER 16, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P19-261:** A REQUEST FOR APPROVAL OF A PARTIAL VACATION WITHOUT REPLAT TO VACATE TWO PROPERTY LINES AND CREATE A SINGLE LOT IN THE HORN ADDITION TO THE TOWN OF JACKSON

APPLICANT: SCOTT ZABRISKIE – BERLIN ARCHITECTS, LLC

OWNER: BANK OF JACKSON HOLE

STATEMENT/PURPOSE

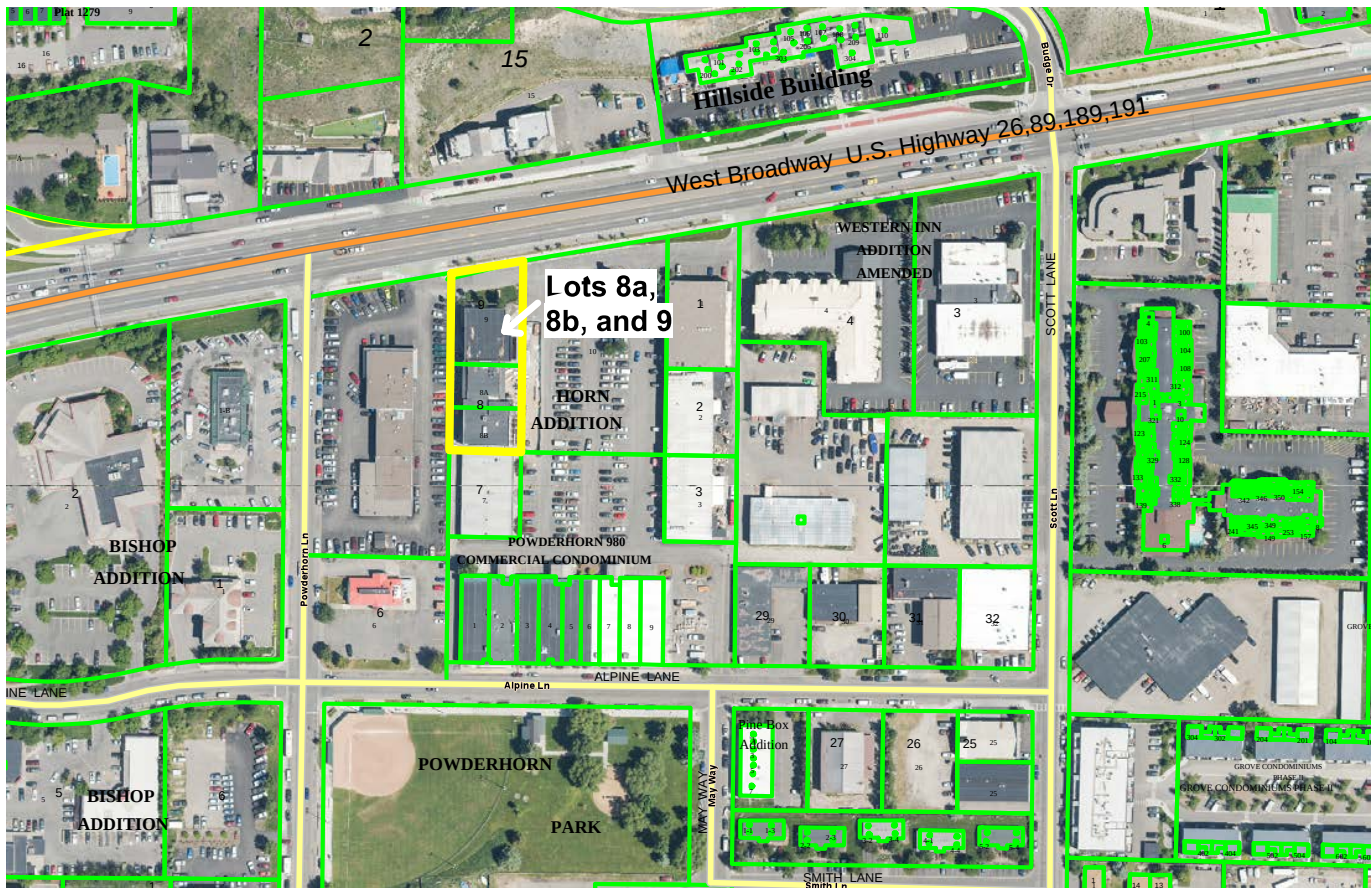
Applicant is requesting a Partial Vacation Without Replat, pursuant to LDR Section 8.2.13.C.5, to combine three lots (Lots 8a, 8b, and 9) into one lot (Lot 9a) by vacating the subject lot lines on the Horn Addition to the Town of Jackson plat.

APPLICABLE REGULATIONS

- LDR Section 8.2.13.C. Subdivision Plat Amendment

LOCATION

The property is located at 986, 988, and 990 West Broadway and legally described as Lots 8a, 8b, and 9 of the Horn Addition to the Town of Jackson. An aerial photo of the parcel and immediate neighborhood is shown below:



BACKGROUND

The Bank of Jackson Hole received Development Plan approval (P17-186, P17-187) on December 16, 2018, to expand the existing bank facility located by approximately 7,300 sf in the Powderhorn Mall center and to add two Accessory Residential Units (ARUs). The expanded structure, which includes a remodel of the entire exterior of the building, is located across Lots 8a, 8b, and 9 in the Horn Addition plat. However, because the building code does not allow structures to be built across property/lot lines, the lot lines of the three lots must be vacated to create a single lot. Based on this requirement, the applicant has received conditional approval for a building permit (B18- 0181) provided that they obtain approval for a lot vacation to create a single lot. The appropriate process for accomplishing the lot vacation and combination is the Partial Vacation Without a Replat process in Sec. 8.2.13.C.5. of the LDRs.

PROJECT DESCRIPTION

As described above in the Background section, the applicant is requesting a Partial Vacation Without Replat, pursuant to LDR Section 8.2.13.C.5, to combine three lots (Lots 8a, 8b, and 9) into one lot (Lot 9a) by vacating the shared lot lines in the Horn Addition to the Town of Jackson. The new single lot would be referred to as Lot 9a and would be .588 acres in size.

STAFF ANALYSIS / STAFF FINDINGS

The Horn Addition is a recorded plat that may be amended through the vacation process as authorized by state statutes. The Partial Vacation Without Replat process in Sec. 8.2.13.C.5 requires applications to meet the following standards:

Section 8.2.13.C.5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) an instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies, as conditioned. The applicant has provided an appropriate affidavit to be recorded with the County Clerk that the proposed lot vacation and combinations should not have any significant or adverse impact on the other lots in the subdivision. Staff agrees that the submitted instrument meets the intent of Sec. 8.2.13.C.5.a.

- b) if approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies, as conditioned. The applicant's instrument provides direction to the County Clerk to make the necessary changes to the plat to effect the lot combination, provided that the instrument is modified consistent with the comments from the County Clerk's office.

- c) A map may need to be provided for a building envelope vacation; and*

Not applicable.

- d) For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be resubdivided without further approval from the Town.*

Complies. The submitted instrument includes language consistent with this requirement.

Staff confirms that the Applicant's request for a Partial Vacation Without Replat meets the required standards as outlined above. The required instrument for the Partial Vacation Without Replat is attached. Staff supports the proposed vacation because doing so will enable a reasonable expansion of the Bank of Jackson Hole in a manner that is consistent with all applicable LDRs.

ATTACHMENTS

Applicant Submittal
Partial Vacation Without Replat Affidavit
Departmental Reviews

FISCAL IMPACT

None identified.

STAFF IMPACT

None identified.

LEGAL REVIEW

Complete.

STAFF RECOMMENDATION/ CONDITIONS OF APPROVAL

The Planning Director recommends that Town Council approve the Partial Vacation Without Replat for Lots 8a, 8b, and 9 of the Horn Addition to the Town of Jackson subject to the Land Development Regulations, departmental reviews attached hereto, and the following conditions of approval:

1. The applicant shall address the comments from the County Clerk's office within 30 days of approval of this Partial Vacation Without Replat application.

SUGGESTED MOTION

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, I move to **approve** the Partial Vacation Without Replat to vacate the lots line between Lots 8a, 8b, and 9 and combine the lots into one lot (Lot 9a) in the Horn Addition to the Town of Jackson, subject to the Land Development Regulations, departmental reviews attached hereto, and the following conditions of approval:

1. The applicant shall address the comments from the County Clerk's office within 30 days of approval of this Partial Vacation Without Replat application.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: Bank of Jackson Hole - Main Branch Addition
Physical Address: 990, 988, 986 W. Broadway, Jackson, WY
Lot, Subdivision: Lots 9, 8A & 8B, Horn Addition PIDN: 22-41-16-32-1-01-003, 004 & 005

PROPERTY OWNER.

Name: Bank of Jackson Hole Phone: _____
Mailing Address: po box 3709, Alpine, WY ZIP: 83128
E-mail: plawton@bojh.com

APPLICANT/AGENT.

Name: Berlin Architects, LLC / Scott Zabriskie Phone: 307.733.5697
Mailing Address: po box 4119, Jackson, WY ZIP: 83001
E-mail: scott@berlinarchitects.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
☒ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: P16-141 Environmental Analysis #: _____
Original Permit #: B18-0181 Date of Neighborhood Meeting: _____

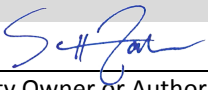
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
Scott Zabriskie, Berlin Architects

Name Printed

11.07.2019

Date
Project Manager/Architect

Title

LETTER OF AUTHORIZATION

Bank of Jackson Hole

, "Owner" whose address is: _____

Physical: 990 West Broadway, Jackson, WY 83001; Mailing: PO Box 7000, Jackson, WY 83002

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Bank of Jackson Hole

, as the owner of property

more specifically legally described as: Refer to attached deeds

(If too lengthy, attach description)

HEREBY AUTHORIZES Berlin Architects LLC as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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

OWNER: Peter K. Lawton

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: CEO

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

STATE OF WYOMING

)

)SS.

COUNTY OF TETON

)

The foregoing instrument was acknowledged before me by PETER K. LAWTON this 6TH day of APRIL, 2007.

WITNESS my hand and official seal.

Carla Joy Goettsch
(Notary Public)

My commission expires: 03/03/2021

(Seal)





November 12, 2019

Paul Anthony, Teton County Planning Director
PO Box 1687 / 150 East Pearl Avenue Jackson, WY 83001
panthony@jacksonwy.gov
(307) 733-0440

RE: 990 West Broadway, Lot Combination – Architect's Narrative

Dear Mr. Anthony,

As the Bank of Jackson Hole Addition at 990 W Broadway, is nearing completion, and in accordance with conditions of the approved building permit, the 3 existing contiguous lots must be combined in order to satisfy fundamental Building Code Requirements.

As an authorized agent, and on behalf of our client, the Bank of Jackson Hole, Berlin Architects, is requesting Town of Jackson Council acknowledgement for a lot combination of Lots 8A, 8B, & 9 of the Horn Addition Subdivision at 990, 988, & 986 W. Broadway. Markings on a reference copy of the Map D57.A that is associated with Plat map 317, is included as visual description for the lot combination.

If application is sufficient, please schedule the item as appropriate for the earliest upcoming Council meeting and let us know if we or a representative from BOJH needs to be present for the meeting.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Zabriskie".

Scott Zabriskie, Architect
Berlin Architects

BOX 4119
JACKSON, WY 83001

307-733-5697
FAX 307-733-5761
berlinarchitects.com

**PARTIAL VACATION WITHOUT REPLAT /
LOT COMBINATION OF LOTS 8A, 8B & 9, OF THE HORN ADDITION TO
THE TOWN OF JACKSON**

WHEREAS, the Town of Jackson Council has previously approved a Final Development Plan (P17-187) and Building Permit (B18-0181) for an Addition to the Bank of Jackson Hole on the three subject lots, and

WHEREAS, having determined that the proposed partial vacation / lot combination does not abridge or destroy any rights and privileges of other proprietors in said plat; and

WHEREAS, the partial vacation without replat / lot combination is acknowledged by all affected parties and approved by the Town Council, and

WHEREAS, the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time, and

WHEREAS, Berlin Architects has prepared the required application and this instrument of documentation.

NOW, THEREFORE, BE IT ACKNOWLEDGED that the Town of Jackson Council hereby requests the Teton County Clerk to make the appropriate annotations on Plat No. 317 and Map D57.A, referencing the partially vacated plat boundary lines for the lot combination of lots 8a, 8b & 9 as further described below, and that the County Clerk also make reference on said plat and map to the volume and page in which this required instrument of partial vacation without replat is recorded:

1. Eliminate the boundary line between lots 8A & 8B.
2. Eliminate the boundary line between lots 8B & 9.
3. The 3 subject lots shall be combined into one lot to here forth be labeled and referred to as Lot 9A and consisting of .588 acres.

FURTHER, all of the above is in accordance with the Town of Jackson Land Development Regulations, **Section 8.2.13 Amendments of Permits or Approvals**, paragraph **C.5 Subdivision Plat Amendment/Partial Vacation Without Replat**, and it is expressly permitted by said regulations.

OWNER ACKNOWLEDGEMENT:

(signature)
Bank of Jackson Hole Representative

(print name) (title)
Bank of Jackson Hole Representative

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 2019.

Notary Public
Witness my hand and official seal.

My commission expires

TOWN ACKNOWLEDGEMENT:

Pete Muldoon, Mayor
Town of Jackson

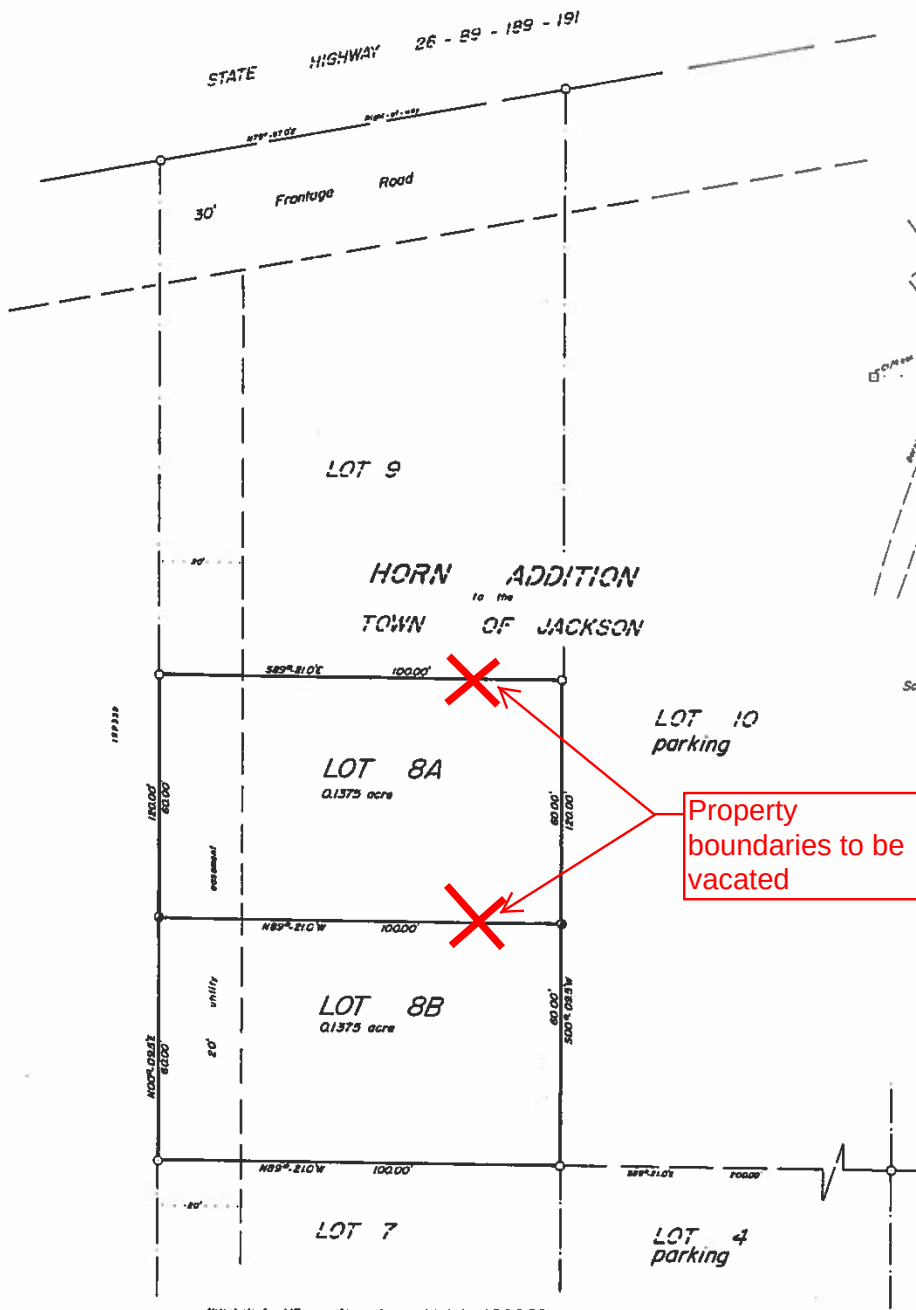
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as
Mayor of the Town Council on this _____ day of _____, 2019.
Witness my hand and official seal.

Notary Public

My commission expires

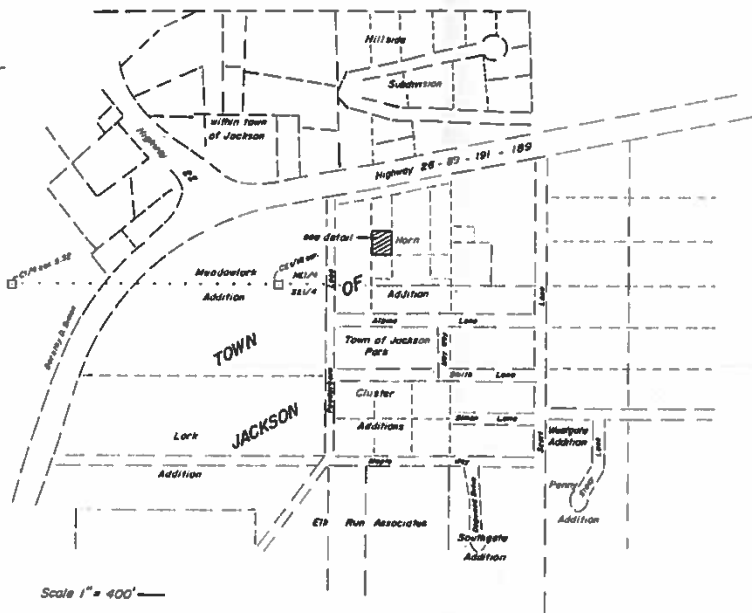
DETAIL PLAT



Note: Lots 4 and 10 are parking and access lots to lots 1, 2, 3, 5, 7, 8 and 9, all being Commercial Lots.

Scale 1" = 20'

LOCATION PLAT



LEGEND

- Indicates a Certified Land Corner Recordation Certificate filed.
- Indicates a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164" found or of record.
- Indicates a steel T-shaped stake 24" long with metal cap inscribed "SCOTT A. SCHERBEL RLS3889 SURVEY POINT", set this survey.

CERTIFICATE OF SURVEYOR

State of Wyoming ss.
County of Sublette ss.

I, Scott A. Scherbel of Big Piney, Wyoming hereby certify that this plat was made from notes taken during an actual survey made by Maurice J. Zardus, Jr., under my supervision, during August 1987 and from records of the Clerk of Teton County and that it correctly represents the lots shown.

Scott A. Scherbel
Land Surveyor - Registration No. 3889 - 17 August 1987
The foregoing instrument was acknowledged before me by Scott A. Scherbel this 17th day of August 1987.
Witness my hand and official seal.
Dennis Davis
Notary Public My commission expires: 21 May 1989

CERTIFICATE OF OWNER

State of Wyoming ss.
County of Teton ss.

The undersigned hereby certify that the foregoing division of Lot B of the Horn Addition to the Town of Jackson, Teton County, Wyoming as it appears on this plat is with free consent and in accordance with the desires of the undersigned owner and proprietor.

V. JOSEPHINE HORN REVOCABLE TRUST
V. Josephine Horn
V. Josephine Horn, Trustee
The foregoing instrument was acknowledged before me by V. Josephine Horn this 17th day of September, 1987.
Witness my hand and official seal.
Scott A. Scherbel
Notary Public My commission expires: 21 May 1989



PLAT TO ACCOMPANY LOT DIVISION APPLICATION

for
V. JOSEPHINE HORN
of
LOT B of the HORN ADDITION
TO THE
TOWN OF JACKSON
within the

SE1/4NE1/4 SECTION 32
T41N R116W
TETON COUNTY, WYOMING

D57.A

Surveyor: Scherbel, Ltd.
Box 4296 Big Piney - WY 83403 Telephone 307-678-3347
Box 7205 Jackson, Wyo. - Telephone 307-733-5903 Box 795 Arden, Wyo. - Telephone 307-886-8319
Drawn by: JLS Date: 12 August 1987
Per: JLS Map Category: S Field Book

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P19-261	Applied	11/13/2019	STOL
Project Name	Boundary Adj (no plat) - Bank of JH	Approved		
Type	MINOR BOUNDARY ADJUS	Closed		
Subtype	NO PLAT	Expired		
Status	STAFF REVIEW	Status		

Applicant	Berlin Architets	Owner	BANK OF JACKSON HOLE
------------------	------------------	--------------	----------------------

Site Address	City	State	Zip
990 W BROADWAY AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
HORN ADDITION	22411632101003	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
County Clerk Mary Smith (12/5/2019 4:23 PM STOL) I just have a few comments.	APPROVED W/CONDITI	11/14/2019	12/5/2019	12/5/2019	

1. The paragraph asking the County Clerk to make reference on the 2 maps needs to call out the State Statute.
2. Make sure on the notary block for the Bank of Jackson Hole signer that it includes the capacity they are signing in for the bank.

Thank you,

Mary Smith
Deputy Clerk
Teton County, Wyoming
(307) 732-8422

Legal	APPROVED W/CONDITI	11/14/2019	12/9/2019	12/6/2019	
Lea Colasuonno (12/6/2019 3:41 PM LC) This Partial Vacation Without Replat must comply with LDR 8.2.13.C.5.					

Planning	11/14/2019	12/5/2019	
Paul Anthony			

Public Works	NO COMMENT	11/14/2019	12/9/2019	12/6/2019	
Jeff Silliman					



TOWN OF JACKSON PLANNING COMMISSION AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 12, 2019
MEETING DATE: DECEMBER 16, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P18-229** A REQUEST TO AMEND THE TETON VILLAGE MASTER PLAN PURSUANT TO SECTION 8.7.3, PLANNED UNIT DEVELOPMENT (PUD) AND SECTION 4.3.1.D OF THE TETON COUNTY LAND DEVELOPMENT REGULATIONS.

APPLICANT/AGENT: BILL COLLINS

PROPERTY OWNER: JACKSON HOLE MOUNTAIN RESORT

REQUESTED ACTION

The applicant has requested that this item be continued to the Council's hearing on February 3, 2020.

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 14th Street, 9th 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

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 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

As used in this Title.

Definitions.

- 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 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

From: [Jodie Pond](#)
To: [Sandy Birdyshaw](#)
Cc: [Deidre Ashley](#); [Trudy Funk](#); [Beverly Shore](#)
Subject: Letter from the Community Prevention Coalition of Teton County
Date: Wednesday, December 11, 2019 2:58:18 PM
Attachments: [CPCTC Letter Town of Jackson 12-11-19.pdf](#)

Sandy,

Attached please find a letter from the Community Prevention Coalition of Teton County regarding the Liquor License update. A few members from the Coalition plan on attending the 2nd reading of the update to the code.

Thank you,
Jodie Pond

Jodie Pond, MPH, MCHES
Director of Health
Teton County Health Department
460 East Pearl Avenue
PO Box 937
Jackson, Wyoming 83001
jodie.pond@wyo.gov
(307) 732-8461 Office
(307) 699-7545 Cell
(307) 733-8747 FAX
www.tetoncountywy.gov



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



December 11, 2019

Re: Responsible Beverage Server Training

Dear Mayor Muldoon and Town Council Members:

We are writing on behalf of the Community Prevention Coalition of Teton County in support of the updating Municipal Code Title 6 Liquor Licenses and Permits. We thank you for your work on this issue.

We would like you to consider the following to either the liquor code update or the special event application:

1. Require large special events to require alcohol servers to attend in person or web-based responsible beverage server training. Not only do we want to assure underage individuals are not served, we are also concerned about people being overserved at community events. According to the Prevention Needs Assessment (PNA), High School and Middle School students were asked in the past year (12 months), have you been to any community events where adults were drunk or intoxicated. In Teton County 78.09% of teens answered yes to this question. This was up from 60.18% in 2016. Other data includes the following: In the past year (12 months), have you been to any community events where adults were drinking alcohol? 87.07% of Teton County teens reported yes to this question. Many of the data sets from the PNA suggests Teton County has higher rates of "Alcohol in the Community" compared to Wyoming. Further data can be explored at pnasurvey.org
2. Require event organizers to offer non-alcoholic options to event patrons. Offering non-alcoholic options give those who do not drink alcohol, alternatives to alcoholic beverages. In addition, having non-alcoholic drinks allows patrons to have options throughout the event. Offering non-alcoholic drinks at community events will go a long way in creating healthy community norms for our children.

Thank you for considering our request.

Sincerely,

A handwritten signature in blue ink that reads "Deidre Ashley". The signature is written in a cursive style with a large, stylized 'D' and 'A'.

Trudy B. Funk

Trudy Funk and Deidre Ashley, Co-Chairs
Community Prevention Coalition of Teton County

ORDINANCE M

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE COMMERCIAL RESIDENTIAL (CR-3) ZONING DISTRICT WITHIN THE SCENIC RESOURCES (SRO) AND NATURAL RESOURCES OVERLAY (NRO) DISTRICTS; AMENDING THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The Town Council of the Town of Jackson having received a Petition for Annexation of certain real property at 1150 West Highway 22, located adjacent to the corporate limits of the Town of Jackson.

Pursuant to the terms and conditions of Wyoming Statute §15-1-403; a public hearing being held on said Petition at the regularly scheduled meeting of the Town Council on December 2, 2019, and the Town Council having found that the area considered for annexation complies with W.S. § 15-1-402, the property lying contiguous with and adjacent to the Town of Jackson, County of Teton, State of Wyoming, is hereby added to, taken in and made a part of the Town of Jackson, County of Teton, State of Wyoming, said land being more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof.

SECTION II.

On the taking effect of this Ordinance, the corporate limits of the Town of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said Town.

SECTION III.

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A in the Commercial Residential (CR-3) classification within the scenic resources and natural resources overlay districts. If subject to the scenic resources overlay (SRO) and/or natural resources overlay (NRO) designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

SECTION IV.

The Town Clerk of the Town of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming, and with the Secretary of State of the State of Wyoming.

SECTION V.

This Ordinance shall take effect from and after the date of its publication following approval and adoption.

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

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

PASSED, APPROVED, AND ADOPTED THE ____ DAY OF ____, 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

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 & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the __ day of __, 2020.

I further certify that the foregoing Ordinance was duly recorded on page __ of Book __ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

Ordinance M - Exhibit A

PIDN 22-41-16-32-1-00-047

A parcel of land located in the SW¼ NE¼ Section 32, T41N, R116W, 6th P.M., Teton County, Wyoming, and more particularly described as follows:

Beginning at the north corner of Parcel 2 marked by a 5/8 inch diameter rebar with cap inscribed "PLS 3831", at the intersection of the south line of that tract of record in Book 7 Deeds Page 162 in the Office of the Clerk of Teton County, Wyoming, and the west Right-of-Way line of Wyoming State Highway 22, said Right-of-Way being described in that instrument of record in Book 6 of Mixed Records Page 50;

Thence southerly along said Right-of-Way following a curve to the left having a radius of 1004.90 feet and an arc length of 225.59 feet, being subtended by a chord of S 40° 49' 12"E, 225.11 feet to an intersection with the north line of the "Teton Gables" parcel as shown on that Map of Survey T-33C on record in said Office;

Thence along the north line of said "Teton Gables" parcel S 52°53'21"W, 5.88 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164" and appropriate details;

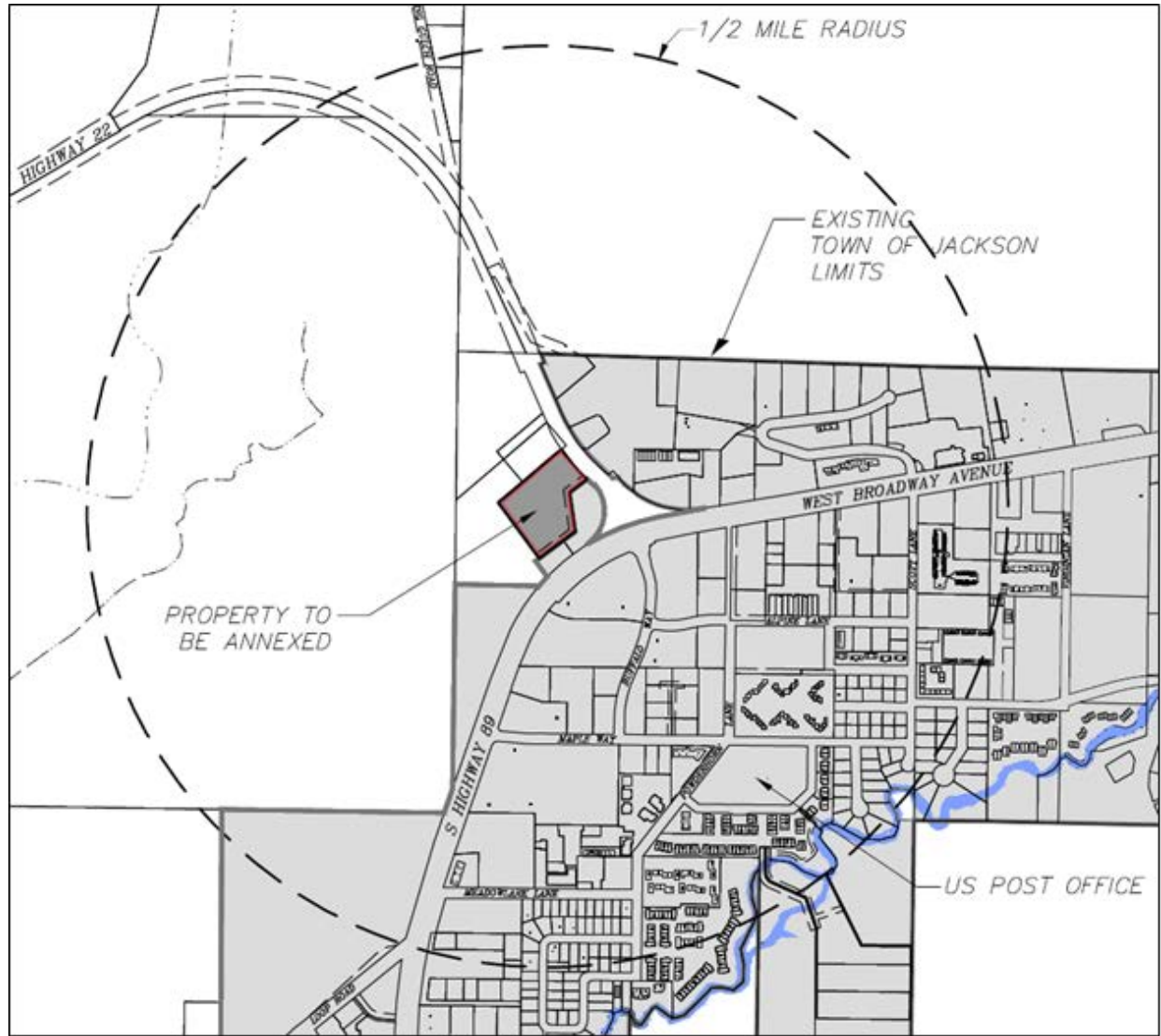
Thence continuing along said north line S 52°53'21"W, 120.61 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164" and appropriate details;

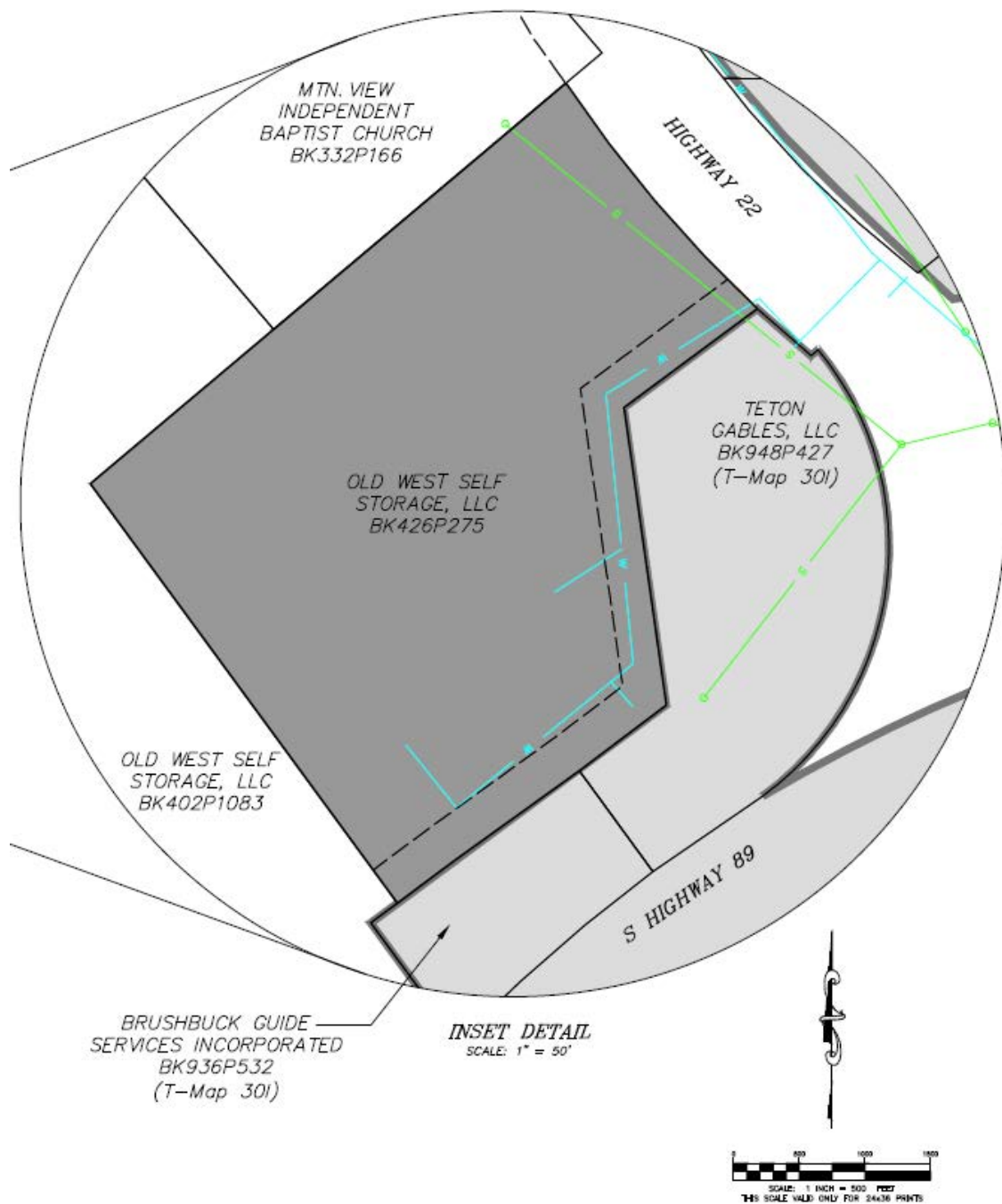
Thence along the west line of said "Teton Gables" parcel S 08°35'45"E, 67.72 feet to a point;

Thence along the northeasterly line of "Parcel 2B" N 38°29'15"W, 274.99 feet to a point on the south line of that tract of record in Book 7 Deeds Page 162 in the Office of the Clerk of Teton County, Wyoming;

Thence along said south line, N 49°23'04"E, 151.14 feet to the Point of Beginning.

Excepting therefrom the northeasterly 50 feet of said tract parallel to the south edge of State Highway 22.





Old West
Self Storage





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: December 6, 2019

MEETING DATE: December 16, 2019

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Roxanne Robinson

PRESENTER: Sandy Birdyshaw

SUBJECT: Design Review Committee (DRC) Appointments

STATEMENT/PURPOSE:

The Mayor appoints members to the DRC with the consent of the Town Council.

BACKGROUND/ALTERNATIVES:

The term for three members on the Design Review Committee expired at the end of October which was held by Danny Wicke, Ben Hammond, and Karen Parent. Danny Wicke wishes to continue serving on the DRC. Public outreach was conducted September through November, and two letters of interest were received from Mary McCarthy and Mary Beth Coyne. Those letters of interest were provided to the Mayor for review and are attached to this staff report.

The DRC currently consists of the following members:

- Michael Stern through October 2020
- Hans Flinch through October 2020
- Katherine Koriakin through October 2020
- Brad Hoyt through October 2020
- Open through October 2021
- Open through October 2021
- Open through October 2021

Article 8.10.4. of the Land Development Regulations requires the Design Review Committee to be composed of seven members and members must be residents of either the town of Jackson or Teton County.

There are many options available to the Council including:

1. The Mayor may make appointments with the consent of the Town Council.
2. Make appointments at a later date.
3. Continue to advertise for letters of interest.
4. Leave the positions vacant until further notice.
5. Other.

ATTACHMENTS

Letters of interest

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

Should the Mayor wish to make appointments to the DRC staff suggests the below statement.

SUGGESTED MOTION

Mayor: I hereby appoint Danny Wicke, Mary McCarthy, and Mary Beth Coyne to two-year terms on the Design Review Committee expiring October 31, 2021, and request a motion from the Town Council to consent to these appointments.

Councilor: I move that the Town Council consents to the Mayor's appointments to the Design Review Committee.

From: Danny Wicke <dwicke@clbarchitects.com>
Sent: Thursday, October 3, 2019 11:42 AM
To: Sandy Birdyshaw
Cc: bham61@silverstar.com; Paul Anthony
Subject: Re: DRC - please respond

Hi Sandy,

I would be more than happy to continue my work on the committee as the town sees fit.

Please let me know if anything else is needed.

Thanks,

Danny Wicke, AIA LEED AP
Project Manager

CLB Architects
307 733 4000 | WY
406 206 5554 | MT
clbarchitects.com | [instagram](#)

From: [Mary McCarthy](#)
To: [Sandy Birdyshaw](#)
Subject: Design Review Committee - Letter of Application
Date: Monday, September 23, 2019 5:02:58 PM

Mayor Muldoon, Attention S. Birdyshaw, Town Clerk

Dear Mayor Muldoon,

I am writing to apply for a position on the Town's Design Review Committee. My background follows.

I was trained and practiced as an architectural designer. Following an MBA in finance, I pursued a long career in real estate finance, book-ended by real estate investment banking at Morgan Stanley (1981-1988) and capital raising at international developer Hines (2006-2015). After two years with executive recruiters Terra Search Partners, I retired in 2018. I maintain a consulting firm, Untitled Solutions LLC, remain Of Counsel with Terra Search, and actively participate in the Urban Land Institute. As well, I serve as a mentor with Silicon Couloir's TEAMS program and on the Jackson Hole Land Trust's Open Space Council.

In 2014 I bought land in East Jackson and in 2015/2016 built a home designed by Stephen Dynia and Karen Parent of Dynia Architects. I've lived in Jackson full-time since July 2018. Though my house is decidedly modern, I consider myself "style omnivorous" and enjoy the log cabins and other traditional building types in Jackson. Relative to the work of the Committee, I believe that scale, massing, and pedestrian activation of the streetscape are especially important. Relative to the work of Town government, I am keenly interested in plans for housing the people who work in Jackson.

I received my BS in Architecture from the University of Virginia and my MArch and MBA degrees from the University of Pennsylvania's design and business (Wharton) schools respectively.

By way of full disclosure, I am in the process of subdividing a lot at 725 Cache Creek Drive (Project 19-146) which Town Council heard on September 3. A 1,200 square foot garage that necessarily must come down will be removed and re-assembled in the Hoback Ranches by someone who lost his home and garage in last summer's fires.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Mary R. McCarthy

PO Box 7876
735 Cache Creek Drive
Jackson, WY 83002

Email: mrm987@gmail.com
Mobile: 408 482-4423

From: [Mary Beth Coyne](#)
To: [Sandy Birdyshaw](#)
Subject: Re: DRC Position
Date: Tuesday, December 3, 2019 11:45:17 AM
Attachments: [2019 Coyne Design Review cover letter.pdf](#)
[Coyne_resume_2019.pdf](#)

Hi Sandy,

Thank you for the additional time. I was caught in the blizzard in Truckee on my way home, so appreciate the time. I hope you had a good Thanksgiving.

I am attaching my cover letter and revised resume. Could you discard the one I sent last week? I am including a link to an article about a project I designed recently completed in town. https://www.jhnewsandguide.com/news/business/developer-arus-become-a-vital-ingredient/article_808b2f00-b3a6-5af3-a756-839942f334c6.html

Please let me know if you need additional information. I note in the cover letter an artist residency this spring - it is a two week residency and shouldn't impact ability to be on the DRC.

Thank you,
Mary Beth

Mary Beth Coyne

Principal, RA
415.517.6359

Mary Beth Coyne Architecture

Jackson Hole
San Francisco

marybethcoyne.com

From: Mary Beth Coyne [<mailto:marybeth@marybethcoyne.com>]

Sent: Tuesday, November 26, 2019 8:38 AM

To: Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>

Subject: DRC Position

Dear Sandy,

We spoke on Friday about the Design Review Committee position. I was working all weekend to submit a Permit set yesterday, and am on the road all day today driving home from San Francisco. I am attaching my resume, and a link to my website is below. I still need to finish my cover letter which I hope to send tomorrow. I apologize for the delay, and understand if the deadline is a hard one. I am very interested in serving on the DRC, available for the monthly meetings, and believe my perspective would be a positive contribution. Could you share Mayor Muldoon's email address with me? I spoke with him at length at the Chamber mixer a couple of weeks ago, and said I'd follow up with him.

Sincerely,
Mary Beth

Mary Beth Coyne

Principal, RA
415.517.6359

Dear Mayor Muldoon,

I write this letter to apply for a seat on the Town of Jackson's Design Review Committee. I am an architect with my firm, Mary Beth Coyne Architecture, based in Jackson Hole. I also practice architecture in the San Francisco Bay area. I have been a resident of Teton County for 8 years – from 2005-2009 and from 2016 to the present, and own a home here. My first visit to Jackson Hole was in 2000; I am nearing my twenty year anniversary with this place that captured my heart. I see the position on the Design Review Committee as a wonderful opportunity to engage in the future of the built environment in our unique mountain community. I have spent an extensive amount of time studying the new Town Planning Code, and see the positive opportunities for growth in town with the new up-zoned neighborhoods. I believe a thoughtful approach to the integration of new projects into the existing fabric of the Town is a critical component to creating a beautiful, well-planned community that engages the Vision Statement and goals of the Town's Design Guidelines

I studied architecture at Cornell University. In addition to my time working in Jackson Hole, I have practiced architecture in San Francisco, Pittsburgh, and Anchorage. I believe my experience working in San Francisco which has a more complex Planning code than Jackson's, would lend a unique perspective to the Design Review Committee. While working with the award-winning firm Bohlin Cywinski Jackson (designer of the Visitor Center at Moose), I worked on projects in Tokyo, London, and Park City in addition to California. When living in Alaska, I was the Sustainability Coordinator for the Alaska Region of the US Fish and Wildlife Service. The position afforded opportunities to study with Passivehaus and the International Living Future Institute. As our community grows, it is essential to encourage sustainable design as an integral part of the development process.

The first large new construction project designed by my architecture firm is nearing completion in the Town of Jackson. The project created 4 new town houses with basement accessory units on two adjacent town lots. I am excited about the precedent this project might provide for future projects as a model for adding more ARU housing in the Town of Jackson. I have recently been studying multi-unit housing opportunities for the new NH-1 and NM-2 zoning districts in Town.

When not practicing architecture, I love to snowboard in the winter; fly fish, bike, and hike in the non-snow covered months. I find art is connected to my continued study and practice of architecture and was honored to be awarded an artist residency at Playa in Oregon for this spring.

I enjoyed our conversation at the Chamber Mixer regarding opportunities to encourage sustainable development in the Town and County, and hope to continue that dialogue. I would be honored to serve on the Design Review Committee, and to help our community realize the Vision Statement mission to encourage development that is economically, socially, and ecologically sustainable. I am able to participate in the monthly DRC meetings. I am including my resume, a link to my website, and a link to a recent article about my townhouse project from the News and Guide with this letter.

Sincerely,
Mary Beth Coyne

Education

Cornell University. Ithaca, New York
Bachelor of Architecture, May 1997
College of Architecture, Art, and Planning
Dean's List

Mary Beth Coyne

marybeth@marybethcoyne.com
415.517.6359

Professional Experience

Mary Beth Coyne Architecture. San Francisco, California and Jackson Hole, Wyoming

Principal - Owner. May 2016-Present.

Projects include a 4 unit townhouse project under construction in Jackson Hole, a new residence in Jackson Hole, renovation and addition design for a mountainside residence in Wyoming, a vertical addition and full renovation design in San Francisco, a renovation project in Marin.

Marmol Radziner. San Francisco, California

Project Manager. January 2015 - May 2016.

Project Manager and designer for high end residential projects___Involved in all aspects of project management and design___Liason with clients, consultants, contractors___Manager and mentor for junior team members.

Martinkovic Milford Architects. San Francisco, California

Project Manager. February - November 2014.

Project Manager and designer for custom residential and commercial office projects___Involved in all aspects of project management and design, including contract preparation and project management tracking___Liason with clients, consultants, contractors___Manager and mentor for junior team members.

Jennifer Weiss Architecture. San Francisco, California

Senior Architect and Project Manager. February 2013 - February 2014.

Project Manager and designer for custom residential projects (See project list, page 2, for detail)___Involved in all aspects of project management and design for high end and budget conscious residences___Managed entitlement processes with the San Francisco Planning and Building Departments including historic resource, EEA, and Variance submissions___Liason with clients, consultants, contractors___Manager and and mentor for junior team members.

US Fish and Wildlife Service. Anchorage, Alaska

Project Manager and Sustainability Coordinator. September 2009 - January 2013. Project Manager for design and construction projects, primarily in support of the Region 7 (Alaska) National Wildlife Refuge System___Project manager for the \$9.9 million LEED Silver Kenai National Wildlife Refuge Visitor Center___Involved in efforts to implement Federal sustainability mandates and to educate Refuge staff regarding sustainability in Facility maintenance/design.

Stephen Dynia Architects. Jackson, Wyoming

Project Manager and Designer. October 2006 - June 2009.

Project Manager and designer for high-end residential and commercial projects (See project list, page 2, for detail)___Involved in all aspects of project management in all phases of design from schematic design through contract administration with a detail-oriented award-winning firm___Liason with clients, consultants, contractors, vendors, design review boards___Supervisor of team members___Extensive field observation and contract administration for detail-intensive projects.

Sunlight Design. Wilson, Wyoming

Project Manager and Designer. January - September 2006.

Project Manager for sustainable residential projects___Involved in a diverse spectrum of project management activities from schematic design through contract administration.

Bohlin Cywinski Jackson. San Francisco, California

Project Manager and Designer. May 2000 - June 2004.

Project manager and designer for high-end residential and retail projects (See project list, page 2)___Involved in a diverse spectrum of activities from schematic design through contract administration with a detail-oriented award-winning firm___Involved in organization and management of mid- and large-sized national and international design projects___Managed team members' work and mentored professional development.

EDGEstudio. Pittsburgh, Pennsylvania

Designer, Intern Architect. August 1998 - April 2000.

Designer for mid-sized residential loft, institutional, and office projects (See project list, page 2)___Played integral role in design, organization, and management of mid-sized design projects.

Arthur Lubetz Associates. Pittsburgh, Pennsylvania

Designer, Intern Architect. October 1997 - August 1998.

Cornell University. Department of Architecture, College of Architecture, Art, and Planning, Ithaca, New York

Summer College Design Studio Instructor and Teaching Assistant. June - August 1997.

Exhibitions, Awards, and Publications

Playa Summerlake Artist Residency. Spring 2020.

'Farrar'. ORO Editions Single House Series, ed. Oscar Riera Ojeda, 2007. Project with BCJ.

National AIDS Memorial Grove Competition Publication, 2005, independent entry.

Eidlitz Travelling Fellowship. Award from Cornell University for independent study and travel to

Sweden, Finland, and Prague. May-June 2002.

Review Exhibition, March 1998.

Deletion Rescinded. Installation of Bachelor of Architecture thesis for Cornell University's Accreditation

navigo. Design and computer renderings published in Form-Z Magazine, spring 1996.

Seipp Prize, Cornell University Design Competition, Honorable Mention, February 1995.

Cornell National Scholar, August 1992 - May 1997.

Cincinnati Scholarship Foundation Scholar, August 1994 - May 1997.

Meinig National Scholarship, Cornell University, August 1995 - May 1997.

Annette Remer Merrill Scholarship, Cornell University, August 1995 - May 1997.

Robert C. Byrd Scholarship.

National Merit Scholarship.

Selected Architectural Projects and Activities

Morris-Soltero Residence - Ross, CA. Alterations and additions to a 4,200 sq ft mid-century residence, 900 sq ft new guest house. \$3.5 mil construction budget. Project manager and Designer, with Marmol Radziner.

Digby St Residence - San Francisco, CA. Alterations and additions to a residence for a developer. \$1.5 - 2 mil construction budget. Project manager and Designer, with Martinkovic Milford Architects.

One Embarcadero Center - San Francisco, CA. Tenant Improvement for One EC developer Boston Properties. Project manager and Designer, with Martinkovic Milford Architects.

Iann-Stolz Residence - San Francisco, CA. Alterations and additions to a historic Esherick residence. \$5 - 6 mil construction budget. Project manager and Designer, with Jennifer Weiss Architecture. February 2013 - January 2014.

Fine Residence - San Francisco, CA. Alterations and additions. \$600,000 construction budget. Project manager and Designer, with Jennifer Weiss Architecture. July 2013 - January 2014.

Palmer Residence - San Francisco, CA. Alterations and additions to a historic Coxhead and Coxhead residence. \$1.5 - 2 mil construction budget. Project manager and Designer, with Jennifer Weiss Architecture. October 2013 - January 2014.

Wolahan Residence - Victor, ID. 6,000 sf private residence and guest house. \$2.4 mil construction cost. Project manager and Designer, with Stephen Dynia Architects. October 2006 - February 2009.

Tozzi Residence - Wilson, WY. 5,000 sf private residence. \$1.3 mil construction cost. Involved extensive research into sustainable design strategies; heated by a ground source heat pump system. Project manager and Designer, with Stephen Dynia Architects. November 2006 - September 2008.

Ansel Adams Studio-Residence - Carmel, CA. Renovations and modifications to historic private residence originally built in 1961. Guided the project through the historic review process required by CEQA. Project manager, with Bohlin Cywinski Jackson. March 2003 - June 2004.

Apple Retail High Profile Store - London, England. Involved with detailing of interior stainless steel panel system, miscellaneous glass specialties, and structural coordination; Designer, with Bohlin Cywinski Jackson. February - June 2004. **Apple Retail Store** - Palo Alto, CA. Project Manager, with Bohlin Cywinski Jackson. January - June 2004.

Apple Retail High Profile Store - San Francisco, CA. Designer, with Bohlin Cywinski Jackson. December 2003 - February 2004.

Apple Retail High Profile Store - Ginza district, Tokyo, Japan. Involved in many aspects of a fast track project, including interior space planning, exterior envelope design and detailing, new and existing structural coordination and design. Designer, with Bohlin Cywinski Jackson. January 2003 - July 2003.

Farrar Residence - Park City, UT. 12,000 sf private residence on a 13 acre site in the Wasatch mountains. \$6.9 million construction cost. Involved in all aspects of project from schematic design through contract administration, Project Architect/Designer, with Bohlin Cywinski Jackson. May 2000 - June 2004.

Apple Retail Store Prototype - Chicago, IL. Work on feasibility and schematic design studies for a prototype freestanding Apple Computer store. Designer, with Bohlin Cywinski Jackson. March - May 2001.

Homewood Early Childhood Initiative - Pittsburgh, PA. 3,100 sf child care facility inserted into four existing storefronts. Designer, with EDGE Studio. September 1998 - April 2000.

Smallman Street Lofts - Pittsburgh, PA. Designer for loft build-outs in turn of the century hot-water heater factory. Involved in all project phases. EDGE Studio. September 1998 - April 2000.

TCI/ATT of Pennsylvania - Pittsburgh, PA. Renovation and new construction for the phased expansion of cable/telecommunication company's existing facilities. EDGE Studio. April 1999 - April 2000.

References____Relevant Skills

John Merriman, Senior Associate (former) at Stephen Dynia Architects

Greg Mottola, Principal at Bohlin Cywinski Jackson

John Stricklan, Chief of Engineering, USFWS Alaska

Revit, AutoCAD, MicroStation, Rhino 3d modeling w Maxwell Render, Sketchup, VectorWorks, Photoshop, Illustrator, InDesign, Freehand, MS Office Suite, MS Project, Ajera PM software, black/white and color photographic processing/printing, Intaglio, knitting, organic gardening

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: December 16, 2019

RE: Town Manager's Report

Sales and Lodging Tax

The Town budgeted a total of \$1,161,493 in lodging tax revenues for FY20 from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$848,537 thus far for FY20 which is 73.1% of total projected collections. Accumulated collections are up 3.5% over this same time last year. December 2019 revenue represents collections from October 2019. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

The Town budgeted a total of \$16,249,500 in sales tax for FY20. December collections are down 13.5% over the same collection period last year. Collections are currently tracking at \$23,451 more than budgeted. Please remember that we have 6 months of collections remaining for FY20 to account for before realizing any unanticipated revenue or overall shortage. December 2019 revenue represents collections from October 2019.

START Bus Staffing

START is very pleased to announce that, at this time, they are fully staffed for this winter bus season with several Transit Operators serving as "extra board" personnel as well. The Town of Jackson has not been fully staffed with Transit Operators for the winter season possibly since the recession (2011). It is definitely a team effort to get to this point under Darren Brugmann's leadership. Jeff Deal, Transit Operations Manager, and Courtney Schwartz, Administrative Assistant, worked tirelessly contacting drivers since the end of the winter season this past April. Donnie McBath also offered a creative solution of traveling to Alaska, to meet with tour bus operators near the end of the peak Alaskan cruise season to recruit drivers for our winter season. Donnie was very successful in this effort and we gained at least 6 drivers from this recruiting trip. The other members of the supervisory team, Vikki Howell, Jeremy Minor, JT Stephens, Karl Meyer and Janice Roberts, have also been working hard to encourage and engage our summer and fall drivers to sign up for winter season. Nancy Lee and Roxanne Robinson also worked hard to make sure the advertising was constant and that housing needs could be met. Melanie Adams and Pauline Scholes on the Finance team were also involved in the onboarding of personnel for housing, rent and payroll, and Billi Jennings in the Housing Department also assisted with move in/move out inspections for housing. Roger Schultz and Cynthia Riedel in the Police Department assist with criminal history checks and photos for ID cards for all new employees. Kevin Meagher in facilities also plays an important role in managing our housing units and moving beds around to different units to accommodate multiple drivers.

We focused our nationwide recruitment efforts through Coolworks, an online source for seasonal jobs, instead of traditional newspaper or newspaper websites. Workers seeking out seasonal positions look to this website and as a result we ended up with applications from as far away as Alaska and the East Coast.

Partway through the winter season last year we began a \$1.00/hour wage increase that raised the starting wage for the winter season from \$19.25/hour to \$20.25 hour. This has had a positive impact on recruitment efforts. Bringing the starting wage over the \$20.00/hour threshold seems to resonate with seasonal operators.

Another change that made a difference is that we started all the winter drivers on November 3 instead of November 30 so that training could be completed with all drivers road ready for the first day of the full winter schedule. Seniority schedule picks also occurred early to 'lock' drivers in to the schedule and know where we still had holes.

Jeff, Darren, Courtney and the full supervisory team are also very pleased with the caliber of applicants that have been hired for this winter season. Many are professional drivers in other seasons in other areas and are very accustomed to the type of work, the amenities in ski resort communities, and the expectations involved with seasonal work.

Although we cannot eliminate all occurrences of overtime as situations arise at the end of a shift that must be dealt with, at this time we do not have any 'scheduled' overtime. The entire team of employees involved in this effort are to be congratulated for their accomplishment.

Police Department Training at Town Hall

The Jackson Police Department is providing in-house training for Town Hall personnel on how to best respond to an active shooter situation. Sergeant James Phillips will be leading this training for the organization. The Police Department's response during our recent incident this fall in the Police and Planning/Building Departments was handled immediately, effectively, and professionally by all law enforcement personnel involved. It is extremely fortunate they are in the same building and we are all thankful for their quick response. Police Department personnel are going to also work with Town Hall personnel to provide educational materials, a video and run through some evacuation exercises so that employees know how they should respond should a similar situation occur again. Responding effectively to crisis situations and threats in our community is at the very heart of police work and our Department goes the extra-mile to help train members of the community in best practices in those types of situations. To date our Department has helped to train personnel at daycare facilities, schools, movie theaters, media outlets, banks, retail stores, government facilities and more. If you would like further details regarding the training, please contact Chief Todd Smith to learn more.