Jackson Town Council Regular Meeting

February 18, 2020
6:00 PM
Town Council Chambers

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

I. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations:

1. New Employee Introduction: Mary Mittler, Paralegal
2. Proclamation: Medal of Bravery Commendation for Officer Justin Lancaster

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. February 3, 2020 regular meeting

B. Disbursements

C. Municipal Court Report January 2020

D. Temporary Sign Permit: Million Pound Party (P20-020)

E. Special Event: Snow King World Championship Hill Climb

F. Extension of Jackson Curbside Franchise

G. Bid 20-10: Contract for Center Street Water Main Replacement

H. Bid 20-13: Contract for Cache Creek Tube Phase 2C

I. Bid 20-15: Contract for the 2020 Spring Road Patching and Overlay Project

J. Encroachment Agreement at 645 S. Cache Street for Soil Nailing (P20-003)

K. WYDOT Transportation Alternatives Program (TAP) Agreement for Scott Lane and Maple Way ADA/Bike/Pedestrian Improvements

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

A. Administration

1. Restaurant Liquor License Application by China Fun WY, LLC (Sandy Birdyshaw)
2. Annual Renewal of Liquor Licenses (Sandy Birdyshaw)

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.

B. Planning

1. **Item P19-248**: Development Plan for Glenwood Gill Condominiums at 185 N Glenwood (Paul Anthony)
2. **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 March 2*.
3. **Item P19-201**: Snow King Resort Master Association (SKRMA) Master Plan Amendment *This item will be continued to March 2*.
4. **Item P19-262** : Development Plan Amendment at 140 & 142 Pine Glades Drive *This item will be continued to March 16*.

V. RESOLUTIONS

VI. ORDINANCES

A. **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)

B. **Ordinance N**: An Ordinance Granting a Renewed Franchise to Jackson Curbside Inc. (Presented for 1st Reading, Sandy Birdyshaw)

VII. MATTERS FROM MAYOR AND COUNCIL

A. Vaping Concerns

B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

IX. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 3, 2020 **JACKSON, WYOMING**

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

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Roger Schultz, Michelle Weber, Susan Scarlata, Paul Anthony, Brandon Conboy, Darren Brugmann, Floren Poliseo, Brian Lenz, Johnny Ziem, Carl Pelletier, and Sandy Birdyshaw.

Mayor Muldoon stated that Planning Item P19-248, the Development Plan for Glenwood Gill Condominiums would not be heard today and continued to the February 18, 2020 regular meeting.

Mayor Muldoon introduced new employee Win Furber as the Town's new facilities assistant.

Public Comment. None.

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

A. **Meeting Minutes**. To approve the meeting minutes as presented for the January 6, 2020 regular meeting, January 21-22, 2020 special retreat meeting, and the January 28, 2020 special workshop.

B. **Disbursements.** To approve the disbursements as presented. ACE Hardware $173.86; Advanced Industrial Supply Inc $1,086.18; Advanced Pump & Equipment, Inc $710.00; Amazon Capital Services $689.76; Amerigas $4,153.66; Anderson, Jacob $100.00; Apex Sage Inc $3,570.00; Apple Inc $1,646.00; Architectural Building Supply $2,218.30; AT&T $1,347.66; Big R Ranch & Home $189.44; Blue Spruce Cleaners, Inc $168.59; BMV LLC $36.22; Breakfast Rotary Of JH $175.00; Brower Psychological Services Inc $325.00; Buckrail $750.00; C & A Professional Cleaning Serv LLC $94.95; CDW-Government $44.11; Center Of Wonder $4,120.00; CenturyLink $1,921.28; CenturyLink $161.88; Charter Place LLC $4,730.00; Chilen, Pat $164.99; Climb Wyoming $1,250.00; Control System Technology, Inc. $250.00; Creative Energies, LLC $444.00; Cummins Rocky Mountain LLC $519.06; Dahl, Jacob $100.00; Day Wireless Systems $130.00; E.R. Office Express $343.83; Eagle Towing LLC $125.00; Emerg + A + Care $502.00; Energy Laboratories Inc. $456.00; Entenmann-Rovin Co $133.00; Etna Trade Park LLC $1,364.37; Evans Construction Inc $18,475.00; Fire Services Of Idaho $67.00; Freedom Mailing Service Inc. $271.04; Garmin USA $64.95; Grand Targhee Resort $21,019.00; Haigh, Thomas $500.00; HD Fowler Company $2,760.20; High Country Linen $5,202.66; Hunt Construction Inc $1,975.00; Intellichoice, Inc $10,002.45; Jackson Curbside Inc. $985.00; Jackson Hole Community Counsel $25,000.00; Jackson Hole News & Guide $2,343.33; Jackson Towing Partners $600.00; Jelly Donut, LLC $370.00; Jim & Greg The Locksmiths $35.00; Jorgensen Associates, Pc $38,567.56; Lawngevity $720.00; Lenz, Brian $1,200.00; Lepco $2,645.57; Leslie Garcia Esquivel $1,500.00; Long Building Technologies Inc. $838.75; Lower Valley Energy Inc $34,038.48; Miller Sanitation $2,331.00; Mountain Electrical $121.74; Napa Auto Parts Inc. $318.58; Nelson Engineering $32,119.50; Outpost Property Management $126.00; Pelletier, Carl $3,080.00; Pethealth Services Inc $365.00; Poco LLC $437.55; Quinn, Thomas $26.80; Respond First Aid Systems $97.15; Seamless Docs $3,793.90; Senior Center Of Jackson Hole $24,142.50; Shuttle Bus Leasing $47,250.00; Silver Creek Supply $182.63; Snake River MEP Complete, Inc $11,218.75; Snake River Roasting $146.85; Sousa, Sara $110.00; Spectrum $1,617.03; Spring Creek Animal Hospital $893.15; Sunrise Environmental $388.75; Teton County Clerk $154,595.50; Teton County Special Fire Fund $152,081.41; Teton County-Fund 10 $36,026.92; Teton County-Fund 19 $344,237.17; Title 22 Consultants $404.60; T-Mobile $30.91; TMSC LLC $3,054.83; Todd G. Smith $626.40; Us Postal Service $1,380.00; WAM $200.00; Watkins, Mark $75.40; Yellowstone County Detention Facility $700.00; YSI Incorporated $140.00; Zuercher Technologies $509.52.

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

D. **Temporary Sign Permit: Friday Feast (P20-017)**. To approve the temporary banner in conjunction with the Senior Center of Jackson Hole 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 Friday Feast may be installed at 105

Buffalo Way, Albertsons during March 16, 2020 to March 22, 2020, May 11, 2020 to May 17, 2020, August 3, 2020 to August 8, 2020, and November 2, 2020 to November 7, 2020.

E. **Special Event: Jackson Hole Rendezvous**. To approve the special event application made by the Highline Sports and Entertainment and the Jackson Hole Chamber of Commerce for the Rendezvous Town Concert, subject to the conditions and restrictions listed in the staff report.

F. **Encroachment Agreement at 645 S. Cache Street for Canopy (P19-287)**. To approve the Encroachment Agreement between the Town of Jackson and property owner NewJack LLC to allow encroachment of a canopy into the Town right-of way at 645 South Cache Street subject to the recommended conditions and upon approval by the Town Engineer and Town Attorney, authorize the Mayor to execute all necessary agreements.

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

Special Event: 2020 JH Live Concert Series. Jonathan Schechter made comment. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the special event application made by Center Management Inc. for the Jackson Hole Live 2020 Concert Series, subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-201: Snow King Resort Master Association (SKRMA) Master Plan Amendment. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue Item P19-201 an amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development and an amendment to an associated Sketch Plan pursuant to Section 8.7.3 Planned Unit Development and Section 8.3.1 Sketch Plan to the Regular Town Council meeting on February 18, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-229: Amendment to the Teton Village Master Plan. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue P19-229 to the March 2, 2020 regular meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-284: Amend Condition of Approval at 660 Cache Creek Drive. Brendan Conboy made staff comment. Chris Hansen made comment as the applicant.

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-284, a motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to make findings 1-5 as set forth in Section 51200.E (Final (Intermediate) Development Plan) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Impact on Public Facilities; 3) NRO/SRO; 4) Other Relevant Standards/LDRs; and 5) Conditional or Special Uses for an amendment to a past condition of approval of a Final Intermediate Development Plan for a Planned Residential Development for Lot 3 of the Scarlett Addition located at 660 Cache Creek Drive, subject to the department reviews listed in the staff report and the following conditions of approval:

1. The garage on Lot 3 for the main dwelling unit shall be set back at least 10 feet from the front façade.
2. The primary street setback range from Cache Creek Drive for the main dwelling unit shall be a minimum of 25 feet and a maximum of 35 feet.
3. The width of the driveway be limited to 16 feet at the point of the crossing of the sidewalk.

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

Item P19-248: Development Plan for Glenwood Gill Condominiums at 185 N Glenwood. Paul Anthony made staff comment that the applicant was not able to travel to Jackson today due to the snow and road conditions and requested this item be postponed. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue this item to the February 18, 2020 regular Council meeting. Mayor Muldoon called for the vote. The vote showed 4-0-1 in favor with Jorgensen abstained. The motion carried.

Item P19-249: Development Plan for Genevieve Block at 135 E Broadway Brendan Conboy made staff comment. George Putnam, Robbin Levy Mommsen, Liz Long of the Land Trust, and Amberley Baker made comment on behalf of the application.

Public comment was given by Bob Lenz, Ryan Nouri, Hal Wheeler, and Jim Hunt. Robbin Levy Mommsen responded to public comment.

The Council held discussion with staff and representatives for the applicant.

Based upon the findings as presented in the staff report and as made by the applicant as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations relating to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with the Town's Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals a motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Item P19-249, Development Plan for the subdivision of two (2) parcels into six (6) lots for the properties located at 135 & 175 East Broadway Avenue, subject to the departmental reviews and one condition of approval:

1. There shall be a twenty-five (25) foot long loading zone established by the Town on the public right of way contiguous to the driveway for the Café G property which may be amended by the Town as it governs future public right of ways.

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

Item P19-250: Fee Waiver Request for Genevieve Block at 135 E Broadway. Brendan Conboy made staff comment. Robbin Levy Mommsen made comment on behalf of the applicant.

A motion was made by Jim Stanford and seconded by Arne Jorgensen to a request to waive the estimated $4,650.00 fee for Café G, LLC, for the development review fees for a Development Plan, Subdivision Plat, and Grading and Erosion Control Permit for a six lot subdivision at 135 and 175 East Broadway Avenue. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 20-01: Amendment #2 to Fiscal Year 2020 Budget. Kelly Thompson made staff comment. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve Resolution 20-01 adopting amendments to the Fiscal Year 2020 budget.

Resolution 20-01: A Resolution Adopting Amendments to the Fiscal Year 2020 Budget of the Town of Jackson.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2020 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	408,496	14,342	422,838
Town Attorney	502,300	-	502,300
Municipal Judge	259,861	-	259,861
Administration	672,241	-	672,241
Town Clerk & Personnel	680,533	-	680,533
Finance	614,379	-	614,379
Information Technology	542,266	-	542,266
Planning	920,144	-	920,144
Town-Wide Services	253,133	-	253,133
Town Hall Building	236,660	-	236,660
PD Administration	591,838	-	591,838
PD Investigation	426,576	-	426,576
PD Patrol	3,310,782	-	3,310,782
PD Community Service	581,540	-	581,540
PD Special Operations	21,924	-	21,924
Victim Services	304,609	-	304,609
Animal Shelter/Control	270,876	-	270,876
Building Inspections	392,068	-	392,068
Public Works Administration	348,563	-	348,563
Streets	1,875,220	-	1,875,220
Engineering	624,540	-	624,540
Public Works Yard Operations	227,369	-	227,369
Public Garage Operations	48,015	-	48,015
Cemetery	18,875	-	18,875
Social Services	839,583	-	839,583
Sports and Events Center	153,795	-	153,795
Public Amenities	69,916	-	69,916
Community Initiatives	300,941	-	300,941
County-Budgeted Joint Programs	3,951,375	-	3,951,375
Transfers Out	5,372,775	-	5,372,775
Total General Fund	24,821,193	14,342	24,835,535

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Affordable Housing	1,293,326	396,160	1,689,486
Total Affordable Housing Fund	1,293,326	396,160	1,689,486
Parking Exactions Fund	-	-	-
Total Parking Exactions Fund	-	-	-
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing Fund	376,153	38,680	414,833
Total Employee Housing Fund	376,153	38,680	414,833
Animal Care Fund	20,000	-	20,000
Transfers Out	50,000	-	50,000
Total Animal Care Fund	70,000	-	70,000
Lodging Tax Fund	-	-	-
Transfers Out	872,620	-	872,620
Total Lodging Tax Fund	872,620	-	872,620
Vertical Harvest Fund	-	-	-
Transfers Out	24,693	-	24,693
Total Vertical Harvest Fund	24,693	-	24,693
Snow King-Snow Making Fund	-	-	-
Transfers Out	48,822	-	48,822
Total Snow King-Snow Making Fund	48,822	-	48,822
START Administration	857,285	-	857,285
START Operations	4,445,518	-	4,445,518
START Capital	6,720,000	-	6,720,000
START Transfers	-	-	-
START Indirect Cost Allocations	101,230	-	101,230
Total START Fund Expenditures	12,124,033	-	12,124,033
Capital Outlay	6,559,872	-	6,559,872
Transfers Out	1,150,000	-	1,150,000
Total Capital Projects Fund	7,709,872	-	7,709,872
Capital Outlay	90,000	-	90,000
Total 2006 SPET	90,000	-	90,000
Capital Outlay	532,292	49,495	581,787
Total 2010 SPET	532,292	49,495	581,787
Capital Outlay	1,070,000	-	1,070,000
Total 2014 SPET	1,070,000	-	1,070,000
Capital Outlay	220,000	-	220,000
Transfers Out	1,583,804	-	1,583,804
Total 2016 SPET	1,803,804	-	1,803,804
Capital Outlay	435,000	-	435,000
Total 2017 SPET	435,000	-	435,000
Water Maintenance & Operation	982,982	-	982,982
Water Wells	307,118	-	307,118
Water Billing & Accounting	176,085	-	176,085
Water Capital Outlay & Improvements	664,219	-	664,219
Water Debt Service	108,220	-	108,220
Water Transfers Out	626,362	-	626,362
Sewage Plant Operations	1,042,350	-	1,042,350
Sewage Maint. & Operations	349,184	-	349,184
Sewage Billing & Accounting	171,630	-	171,630
Sewage Capital Outlay & Improvements	949,844	9,826	959,670
Sewage Transfers Out	626,362	-	626,362
Total Enterprise Funds	6,004,356	9,826	6,014,182
Employee Insurance	2,493,944	-	2,493,944
Total Insurance Fund	2,493,944	-	2,493,944
Fleet Expenditures	2,344,498	-	2,344,498
Total Fleet Management Fund	2,344,498	-	2,344,498
Central Equipment Expenses	817,500	-	817,500
Total Central Equipment Fund	817,500	-	817,500
IT Services	1,049,214	-	1,049,214
Total IT Service Fund	1,049,214	-	1,049,214

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	8,208,313	-	8,208,313
Licenses & Permits	1,040,192	-	1,040,192
Intergovernmental Revenue	10,961,520	-	10,961,520
Charges for Services	659,406	-	659,406
Fines & Forfeitures	530,000	-	530,000
Miscellaneous Revenue	482,166	-	482,166
Transfers In	2,961,273	-	2,961,273
Total General Fund	24,842,870	-	24,842,870
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	17,000	-	17,000
Transfers In	1,293,326	-	1,293,326
Total Affordable Housing Fund	1,460,326	-	1,460,326
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	2,300	-	2,300
Transfers In	600,000	-	600,000
Total Parking Exactions	653,300	-	653,300
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	2,500	-	2,500
Total Park Exactions	12,500		12,500

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	369,615	32,369	401,984
Transfers In	338,676	-	338,676
Total Employee Housing Fund	708,291	32,369	740,660
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	871,120	-	871,120
Miscellaneous Revenue	1,500	-	1,500
Total Lodging Tax Fund	872,620		872,620
Contributions & Donations	-	-	-
Total Vertical Harvest Fund	-	-	-
Contributions & Donations	-	-	-
Total Snow King Snow Making Fund	-	-	-
Intergovernmental Revenue	9,333,407	-	9,333,407
Charges for Services	1,380,821	-	1,380,821
Miscellaneous Revenue	13,000	-	13,000
Transfers In	1,144,131	-	1,144,131
Total START Fund Revenues	11,871,359	-	11,871,359
Intergovernmental	1,331,738	-	1,331,738
Miscellaneous Revenue	220,508	-	220,508
Transfers In	3,569,262	-	3,569,262
Total Capital Projects Fund	5,121,508	-	5,121,508
Miscellaneous Revenue	5,600	-	5,600
Total 2006 SPET	5,600		5,600
Intergovernmental	-	40,915	40,915
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	6,000	40,915	46,915
Miscellaneous	39,300	-	39,300
Total 2014 SPET	39,300		39,300
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Taxes	1,500,000	-	1,500,000
Miscellaneous	8,700	-	8,700
Total 2017 SPET	1,508,700	-	1,508,700
Water Intergovernmental	-	-	-
Water Charges for Services	2,504,438	-	2,504,438
Water Miscellaneous	93,160	-	93,160
Water Transfers In	75,000	-	75,000
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,632,834	-	2,632,834
Sewage Miscellaneous	79,360	-	79,360
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,459,792	-	5,459,792
Charges for Services	2,661,930	-	2,661,930
Miscellaneous Revenue	44,700	-	44,700
Total Employee Insurance Fund	2,706,630	-	2,706,630
Charges for Services	2,258,481	-	2,258,481
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	2,259,081	-	2,259,081
Charges for Services	566,400	-	566,400
Miscellaneous Revenue	25,700	-	25,700
Transfers In	-	-	-
Total Central Equipment Fund	592,100	-	592,100
Charges for Services	795,614	-	795,614
Miscellaneous Revenue	1,000	-	1,000
Transfers In	400,000	-	400,000
Total IT Service Fund	1,196,614	-	1,196,614

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	21,677	(14,342)	7,335
Affordable Housing	167,000	(396,160)	(229,160)
Parking Exactions Fund	653,300	-	653,300
Park Exactions Fund	12,500	-	12,500
Employee Housing Fund	332,138	(6,311)	325,827
Vertical Harvest Fund	(24,693)	-	(24,693)
Snow Making Fund	(48,822)	-	(48,822)
Animal Care Fund	(9,800)	-	(9,800)
Lodging Tax Fund	-	-	-
Start Fund	(252,674)	-	(252,674)
Capital Projects	(2,588,364)	-	(2,588,364)
2006 SPET	(84,400)	-	(84,400)
2010 SPET	(526,292)	(8,580)	(534,872)
2014 SPET	(1,030,700)	-	(1,030,700)
2016 SPET	(1,798,404)	-	(1,798,404)
2017 SPET	1,073,700	-	1,073,700
Enterprise Funds	(544,564)	(9,826)	(554,390)
Employee Insurance Fund	212,686	-	212,686
Fleet Management Fund	(85,417)	-	(85,417)
Central Equipment Fund	(225,400)	-	(225,400)
IT Services Fund	147,400	-	147,400

PASSED, APPROVED, & ADOPTED this 3th day of February, 2020.

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

Ordinances. A motion was made by Hailey Morton Levinson 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 L: An Ordinance Amending and Reenacting Sections 6.10 through 6.90 of the Jackson Municipal Code Related to Liquor Licenses and Permits.

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:

There was no public comment. The Council held discussion on the Grounds for a Suspension section and proposed changes to section 6.60.020. Staff comment was given by Sandy Birdyshaw and Lea Colasuonno.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance L at first reading with changes discussed and as amended tonight. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Muldoon opposed. The motion carried.

Matters from Mayor and Council.
Appointment to Jackson/Teton County Housing Authority. A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to appoint Estela Torres to a five-year term on the Jackson/Teton County Housing Authority expiring February 3, 2025. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

WAM Winter Conference Travel Approval. A motion was made by Jim Stanford and seconded by Jonathan Schechter to approve travel for any member of council or staff who wishes to attend the WAM Winter Conference in Cheyenne on February 26-28, 2020 and the State Legislative Sessions. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Comment Letter to Forest Service regarding Snow King Master Plan. Jim Stanford made comment. Tyler Sinclair made staff comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to invite the Forest Service including the Supervisor to the February 18, 2020 workshop. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Town Manager's Report. A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on sales and lodging tax, the upcoming budget schedule for FY2021, cooperation between Dispatch, Fire/EMS and JPD, holiday cash for the Police Department, efforts at 174 North King, and the 2020-2025 Route Plan for START. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:48 p.m. minutes:spb

TOWN OF JACKSON

_____

ATTEST: Pete Muldoon, Mayor

_____

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: February 19, 2020

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCPERS GROUP WYOMIN	842022020	PAYROLL DEDUCTIONS	01/13/2020	112.00	112.00	02/06/2020
Total 328:					112.00	112.00	
425	ACE EQUIPMENT & SUPPLY	169725	GEARMOTOR ASSEMBLY	01/21/2020	1,807.00	.00	
Total 425:					1,807.00	.00	
51	ACE HARDWARE	675417	PARTS 30, SHIPPING CHARGE	10/29/2019	128.99	.00	
51	ACE HARDWARE	682503	CMA SCREW	12/19/2019	1.19	.00	
51	ACE HARDWARE	683551	GORILLA TAPE WHITE 30YD	12/30/2019	11.99	.00	
51	ACE HARDWARE	684027	ARTIC BLAST 18" PLY, ICE MEL	01/06/2020	53.98	.00	
51	ACE HARDWARE	685273	CM FLEX HNDLE 15" 1/2 DR, CM	01/17/2020	74.98	.00	
51	ACE HARDWARE	685407	BATTERY 3V	01/18/2020	26.97	.00	
51	ACE HARDWARE	685765	COUPL BRS3/4 FH-1/2FP ACE	01/21/2020	9.99	.00	
51	ACE HARDWARE	686029	DRAIN LINE OPENER	01/23/2020	15.99	.00	
51	ACE HARDWARE	686325	NIPPLE 1/4"XCLSE BRS, HEX NI	01/27/2020	24.92	.00	
51	ACE HARDWARE	686408	BAR PRY SAN ANGELO 1X72",	01/27/2020	94.98	.00	
51	ACE HARDWARE	686571	SABER TORX, SCREWDRIVER	01/29/2020	55.31	.00	
51	ACE HARDWARE	686610	ANGLE GRINDER 4.5" 20V BT, C	01/29/2020	149.95	.00	
51	ACE HARDWARE	686676	BATTERY ALKLN DURA 9V	01/29/2020	15.99	.00	
51	ACE HARDWARE	687482	BATTERY ALKLN DURA 9V	02/06/2020	10.99	.00	
Total 51:					676.22	.00	
3596	ADVANCED GLASS TRIM, LLC	12737	WINDOW TINT- 2020 DODGE C	12/19/2019	200.00	.00	
3596	ADVANCED GLASS TRIM, LLC	19750	WINDSHIELD #1457- 2015 FOR	01/14/2020	300.00	.00	
3596	ADVANCED GLASS TRIM, LLC	19756	WINDSHIELD #1461- 2018 FOR	01/15/2020	360.00	.00	
Total 3596:					860.00	.00	
2269	AFLAC	323131	ACCOUNT #y9599	01/25/2020	2,831.24	2,831.24	02/06/2020
Total 2269:					2,831.24	2,831.24	
88	AIRGAS INTERMOUNTAIN INC.	9967620994	RENT CYL IND LARGE ACETYL	12/31/2019	108.48	.00	
Total 88:					108.48	.00	
4908	AIVIA CORPORATION	01242020	TOWN COUNCIL RETREAT	01/24/2020	10,260.51	.00	
Total 4908:					10,260.51	.00	
4489	ALL-STAR AUTO PARTS	542166	OIL SEAL	11/27/2019	114.99	.00	
Total 4489:					114.99	.00	
5726	AMAZON	11HK-KTLV-7Y	PVC CARDS	02/06/2020	25.20	.00	
Total 5726:					25.20	.00	
3530	AMSOIL INC	18795315 RI	SYNTHETIC 15W40 SS DIESEL	01/26/2020	6,831.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3530:					6,831.00	.00	
383	ANTLER MOTEL, INC.	01312020	WINTER HOUSING RENT 8 RO	01/31/2020	8,640.00	.00	
Total 383:					8,640.00	.00	
6575	APEX SAGE INC	2302	915 SIMON BATHROOM REPAI	01/28/2020	1,785.00	.00	
Total 6575:					1,785.00	.00	
1783	AT&T	287279795460	MONTHLY CHARGES	01/19/2020	503.76	.00	
Total 1783:					503.76	.00	
4920	BEST BEST & KRIEGER	868372	51148.00001 FRANCHISE RENE	01/16/2020	128.00	.00	
4920	BEST BEST & KRIEGER	868373	51148.00002 WIRELESS	01/16/2020	1,425.50	.00	
Total 4920:					1,553.50	.00	
6583	BESTDRIVE IDAHO FALLS	29000823	275/70R22.5 HYBRID HD3	12/24/2019	3,640.16	.00	
Total 6583:					3,640.16	.00	
4774	BIG R RANCH & HOME	1418582	EZ HIDE, TRACK	12/11/2019	112.49	.00	
4774	BIG R RANCH & HOME	1423779	MUCK ARTIC SPORT STELL TO	01/16/2020	179.95	.00	
Total 4774:					292.44	.00	
4485	BLISS CARGO	13479	DELIVERY FROM FLEET PRIDE,	01/12/2020	60.89	.00	
Total 4485:					60.89	.00	
1560	BLUE SPRUCE CLEANERS,INC	02012020	DRY CLEANING	02/01/2020	670.65	.00	
Total 1560:					670.65	.00	
2850	BMV LLC	1989	SHIPPING- WATER SAMPLES	02/04/2020	63.44	.00	
2850	BMV LLC	4838	SHIPPING- FLEET- GILLING WA	02/04/2020	18.08	.00	
Total 2850:					81.52	.00	
4634	BREAKFAST ROTARY OF JH	2298	QUARTERLY DUES WEBER	07/01/2019	175.00	.00	
4634	BREAKFAST ROTARY OF JH	2310	QUARTERLY DUES	10/01/2019	175.00	.00	
Total 4634:					350.00	.00	
3303	BRISTOL, JAMES	6415	BUSINESS CARDS- ERIC H	01/14/2020	35.00	.00	
Total 3303:					35.00	.00	
6604	BROOKS, ANGELA	020320	RESTITUTION CASE # 18-12-00	02/03/2020	200.00	200.00	02/04/2020
Total 6604:					200.00	200.00	
4473	BROWER PSYCHOLOGICAL SE	1938	PYSCH EVAL\	02/03/2020	325.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4473:					325.00	.00	
6156	BUCKRAIL	1019	MEMBERSHIP	01/01/2020	375.00	.00	
6156	BUCKRAIL	1055	MEMBERSHIP SUBSCRIPTION	01/30/2020	375.00	375.00	02/04/2020
Total 6156:					750.00	375.00	
6610	CAFE G, LLC	02102020	FEE WAIVER P16-249/P19-250	02/10/2020	2,500.00	.00	
Total 6610:					2,500.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-462721	1 1/2" RUBBER CAP, SHIPPING	12/16/2019	21.98	.00	
5	CARQUEST AUTO PARTS INC.	6090-464002	FUEL FILTER, FUEL	12/30/2019	25.45	.00	
5	CARQUEST AUTO PARTS INC.	6090-464153	PREM STARTING FLUID, MAST	12/31/2019	106.67	.00	
5	CARQUEST AUTO PARTS INC.	6090-464344	RADIATOR STOP LEAK , BAR S	01/02/2020	10.61	.00	
5	CARQUEST AUTO PARTS INC.	6090-465426	ACRY ENML 2X CLS WHT	01/10/2020	8.15	.00	
5	CARQUEST AUTO PARTS INC.	6090-465478	OIL FILTER-HD	01/11/2020	8.83	.00	
5	CARQUEST AUTO PARTS INC.	6090-465565	CREDIT: RETURN- 1 1/2" RUBB	01/12/2020	21.98-	.00	
5	CARQUEST AUTO PARTS INC.	6090-467076	HEADLIGHT HALOGEN	01/25/2020	28.98	.00	
5	CARQUEST AUTO PARTS INC.	6090-468052	DRIVEWAY CLEANER, CLEANE	02/03/2020	15.62	.00	
5	CARQUEST AUTO PARTS INC.	6090-468504	24 AUTOCRAFT WINTER BLAD	02/07/2020	13.43	.00	
5	CARQUEST AUTO PARTS INC.	6090-468634	SKT 1MP 1/2DR 1-1/2	02/10/2020	13.79	.00	
Total 5:					231.53	.00	
102	CASELLE INC.	100157	CONTRACT SUPPORT	02/01/2020	1,800.00	.00	
Total 102:					1,800.00	.00	
10	CASH	02112020	CASH OVER SHORT	02/11/2020	3.26	.00	
10	CASH	02112020	OFFICE SUPPLIES	02/11/2020	86.30	.00	
10	CASH	02112020	POSTAGE	02/11/2020	5.45	.00	
10	CASH	02112020	FILING FEES	02/11/2020	68.00	.00	
10	CASH	02112020	PARTS	02/11/2020	16.95	.00	
Total 10:					179.96	.00	
6257	CERTIFIED LABORATORIES	3822174	SPECTRA XTREME MG TO-4 AL	01/16/2020	4,801.50	.00	
6257	CERTIFIED LABORATORIES	3827852	PREMALUBE XTREME GREEN	01/23/2020	378.95	.00	
Total 6257:					5,180.45	.00	
2949	CHLORINATORS INCORPORAT	136255	SWITCHOVER BACK BODY, BA	01/22/2020	369.00	.00	
Total 2949:					369.00	.00	
5967	CITY OF DRIGGS	BBSTART2020	FEBRUARY BUS BARN RENT	01/29/2020	2,178.65	.00	
Total 5967:					2,178.65	.00	
50	CMI - TECO	46589	BREATHER, FRT	01/10/2020	57.13	.00	
Total 50:					57.13	.00	
4292	Commercial Tire-ID Falls	123187	LT235/85R16 FS WFORCE LT 11	01/16/2020	802.16	.00	
4292	Commercial Tire-ID Falls	123188	265/70R17 DISC AT3, SIPING PA	01/16/2020	732.96	.00	
4292	Commercial Tire-ID Falls	123189	LT 225/75R16 DISC AT3 LT BW,	01/16/2020	1,123.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4292:					2,658.56	.00	
69	COMMUNITY ENTRY SERVICES	01132020	3RD QUARTER	01/13/2020	12,500.00	.00	
Total 69:					12,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9519	PO#: WATER SCADA: CONTRO	01/27/2020	500.00	.00	
Total 4887:					500.00	.00	
6475	CONVERGEONE, INC	2391849	S3 REMOTE STORAGE	12/31/2019	6,108.99	.00	
Total 6475:					6,108.99	.00	
1691	CORE & MAIN LP	L772042	COPPERHORN KUB, 1" STRT D	01/30/2020	15,228.72	.00	
1691	CORE & MAIN LP	L838639	NEPT R900 V4 WALL METER IN	01/30/2020	2,310.00	.00	
Total 1691:					17,538.72	.00	
6611	COWAN, ALYSSA	02062020	BAIL REFUND 19-11-0154	02/06/2020	1,240.00	.00	
Total 6611:					1,240.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	59-8382	ELECTRONIC CONTROL MODU	01/27/2020	2,847.73	.00	
Total 611:					2,847.73	.00	
6243	DAY WIRELESS SYSTEMS	7003	DEPOT REPAIR	01/22/2020	256.00	.00	
6243	DAY WIRELESS SYSTEMS	7077	ANTENNA ROOF MOUNT W/3/4	01/22/2020	1,398.58	.00	
6243	DAY WIRELESS SYSTEMS	7277	REPLACE ANTENNAS, COAX A	01/23/2019	3,784.50	.00	
Total 6243:					5,439.08	.00	
708	DELTA DENTAL PLAN OF WYO	01152020	FEBRUARY PREMIUM	01/15/2020	582.40	582.40	02/06/2020
708	DELTA DENTAL PLAN OF WYO	01312020	JANUARY claims	01/31/2020	10,531.50	10,531.50	02/12/2020
Total 708:					11,113.90	11,113.90	
2798	DPC INDUSTRIES, INC.	727000011-20	CHLORINE 150# CYL, HAZARD	01/22/2020	2,942.81	.00	
Total 2798:					2,942.81	.00	
6311	DUSTBUSTERS, INC	62266	ICE KICKER BLUE SALT	01/28/2020	3,048.70	.00	
Total 6311:					3,048.70	.00	
3408	E.R. OFFICE EXPRESS	0554CM	CREDIT: RETRUN GEL IN PENS	01/15/2020	11.63-	.00	
3408	E.R. OFFICE EXPRESS	14678	WATER RESISTANT INK PENS,	01/15/2020	65.83	.00	
3408	E.R. OFFICE EXPRESS	14780	ADVANCED HAND SANITIZER G	01/24/2020	24.88	.00	
3408	E.R. OFFICE EXPRESS	14811	HP 507A INK ALL COLORS	01/28/2020	830.00	.00	
3408	E.R. OFFICE EXPRESS	14811	HP 507A INK ALL COLORS	01/28/2020	90.89	.00	
3408	E.R. OFFICE EXPRESS	14831	ENVELOPES AND CS'S	01/31/2020	111.00	.00	
3408	E.R. OFFICE EXPRESS	14833	PAPER	01/31/2020	79.15	.00	
3408	E.R. OFFICE EXPRESS	14850	PAPER & ENVELOPES	02/04/2020	231.34	.00	
3408	E.R. OFFICE EXPRESS	14854	PACKAGING TAPE AND PENS	02/04/2020	52.12	.00	
3408	E.R. OFFICE EXPRESS	14888	PAPER SHREDDER AND STAPL	02/10/2020	161.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3408:					1,635.01	.00	
5687	ECOR	1468	GLOBAL R4 STREET SWEEPER	02/07/2020	261,744.00	.00	
Total 5687:					261,744.00	.00	
4732	ERIKS NORTH AMERICA, INC	IF153803	1" BRASS MENDER	02/05/2020	52.26	.00	
Total 4732:					52.26	.00	
6552	ETNA TRADE PARK LLC	101819	propane @ start etna	10/18/2019	1,128.49	.00	
Total 6552:					1,128.49	.00	
81	EVANS CONSTRUCTION INC	6152	PROJ: TOJ SALTED SAND 2019-	02/03/2020	18,475.00	.00	
Total 81:					18,475.00	.00	
5706	FEDERAL SIGNAL CORPORATI	42209863	STUCCHI COVER PLATE DP2-1	12/19/2019	361.08-	.00	
Total 5706:					361.08-	.00	
4709	FLEETPRIDE	40304946	REPAIR CYLINDER	11/18/2019	528.61	.00	
4709	FLEETPRIDE	42209863	STUCCHI COVER PLATE DP2-1	12/19/2019	361.08	.00	
4709	FLEETPRIDE	42807808	RH OUTER NUT GENUINE, OUT	01/02/2020	63.80	.00	
4709	FLEETPRIDE	43822585	PARKING STATION, FRT	01/17/2020	412.68	.00	
Total 4709:					1,366.17	.00	
5706	FEDERAL SIGNAL CORPORATI	42209863	STUCCHI COVER PLATE DP2-1	12/19/2019	361.08	.00	
Total 5706:					361.08	.00	
668	FREEDOM MAILING SERVICE I	37610	BUSINESS LICENSE	02/08/2020	190.61	.00	
668	FREEDOM MAILING SERVICE I	37615	UTILITY BILLING	02/08/2020	892.49	.00	
668	FREEDOM MAILING SERVICE I	37615	UTILITY BILLING	02/08/2020	892.50	.00	
Total 668:					1,975.60	.00	
6464	GEITTMANN LARSON SWIFT LL	9137	EPSTEIN EASEMENT	01/08/2020	2,564.35	.00	
Total 6464:					2,564.35	.00	
4212	GILLIG LLC	40655218	GAS W/O LOCK SPRING ASM	12/27/2019	118.44	.00	
4212	GILLIG LLC	40656345	FAN CONTROL CUMMINS VALV	12/31/2019	1,245.00	.00	
4212	GILLIG LLC	40656858	RH WHEEL STUD, LH WHEEL S	01/02/2020	187.80	.00	
4212	GILLIG LLC	40657299	24V BRUSH TYPE MOTOR ASM,	01/03/2020	304.76	.00	
4212	GILLIG LLC	40658635	REGULATOR HARNESS	01/08/2020	152.44	.00	
4212	GILLIG LLC	40659502	ROAD SIDE W/TINT WINDSHIEL	01/10/2020	3,498.90	.00	
4212	GILLIG LLC	40659841	EXTERIOR MIRROR ASM	01/13/2020	775.96	.00	
4212	GILLIG LLC	40661731	DATCON AUTODETECT DD GA	01/17/2020	49.90	.00	
4212	GILLIG LLC	40662195	BRUSH MOTOR BLOWER	01/20/2020	401.10	.00	
4212	GILLIG LLC	40662196	TURN SIGNAL 24V SWITCH	01/20/2020	294.24	.00	
4212	GILLIG LLC	40662656	LOW COOLANT WARNING SWI	01/21/2020	282.40	.00	
4212	GILLIG LLC	40664584	BULBS	01/27/2020	272.98	.00	
4212	GILLIG LLC	406662655	SIDE TURN/MARKER DIALLIGH	01/21/2020	534.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4212:					8,118.28	.00	
6609	GRAHAM, ROBERT	01282020	SEWER CAPACITY REFUND	01/28/2020	1,088.00	.00	
Total 6609:					1,088.00	.00	
96	HIGH COUNTRY LINEN	0174044	UNIFORMS: WATER	01/16/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0174044	BUILDING MAINT @ PUBLIC W	01/16/2020	92.28	.00	
96	HIGH COUNTRY LINEN	0174044	UNIFORMS: WWTP	01/16/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0174044	UNIFORMS: STREET	01/16/2020	46.08	.00	
96	HIGH COUNTRY LINEN	0174044	UNIFORMS: SEWER	01/16/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0174044	UNIFORMS: ADMIN	01/16/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0174044	UNIFORMS: FLEET	01/16/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0175222	CLEANING SUPPLIES @ START	01/22/2020	30.20	.00	
96	HIGH COUNTRY LINEN	0175342	UNIFORMS: SEWER	01/23/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0175342	BUILDING MAINT @ PUBLIC W	01/23/2020	20.00	.00	
96	HIGH COUNTRY LINEN	0175342	UNIFORMS: FLEET	01/23/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0175342	UNIFORMS: WWTP	01/23/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0175342	UNIFORMS: WATER	01/23/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0175342	UNIFORMS: ADMIN	01/23/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0175342	UNIFORMS: STREET	01/23/2020	48.50	.00	
96	HIGH COUNTRY LINEN	0176365	MATS @ SHELTER	01/29/2020	61.93	.00	
96	HIGH COUNTRY LINEN	0176591	UNIFORMS: STREET	01/30/2020	46.08	.00	
96	HIGH COUNTRY LINEN	0176591	UNIFORMS: SEWER	01/30/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0176591	BUILDING MAINT @ PUBLIC W	01/30/2020	92.28	.00	
96	HIGH COUNTRY LINEN	0176591	UNIFORMS: FLEET	01/30/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0176591	UNIFORMS: WATER	01/30/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0176591	UNIFORMS: ADMIN	01/30/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0176591	UNIFORMS: WWTP	01/30/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0177827	UNIFORMS: STREET	02/06/2020	48.50	.00	
96	HIGH COUNTRY LINEN	0177827	UNIFORMS: SEWER	02/06/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0177827	BUILDING MAINT @ PUBLIC W	02/06/2020	20.00	.00	
96	HIGH COUNTRY LINEN	0177827	UNIFORMS: FLEET	02/06/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0177827	UNIFORMS: WATER	02/06/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0177827	UNIFORMS: ADMIN	02/06/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0177827	UNIFORMS: WWTP	02/06/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0178460	MATS @ TOWN HALL	02/10/2020	199.90	.00	
96	HIGH COUNTRY LINEN	0178844	MATS @ SHELTER	02/12/2020	61.93	.00	
96	HIGH COUNTRY LINEN	C0175074	CREDIT	01/21/2020	94.50-	.00	
96	HIGH COUNTRY LINEN	S0175072	CLEANING SUPPLIES @ START	01/21/2020	231.50	.00	
96	HIGH COUNTRY LINEN	S0176488	PAPER PRODUCTS @ START	01/29/2020	86.25	.00	
96	HIGH COUNTRY LINEN	S0177739	CLEANING SUPPLIES @ TOWN	02/05/2020	240.50	.00	
96	HIGH COUNTRY LINEN	S0177740	PAPER PRODUCTS @ TOWN H	02/05/2020	278.78	.00	
96	HIGH COUNTRY LINEN	S0177773	PURELL 2 LITER PUMP BOTTLE	02/05/2020	124.84	.00	
Total 96:					2,086.09	.00	
4044	IDAHO FALLS PETERBILT	529923	DPF, GASKET AFM DEVICE, MO	01/23/2020	1,943.00	.00	
4044	IDAHO FALLS PETERBILT	530258	GASKET AFM DEVICE	01/28/2020	124.00	.00	
4044	IDAHO FALLS PETERBILT	530282	MODULE INLET CATAL, CORE	01/28/2020	2,486.18	.00	
4044	IDAHO FALLS PETERBILT	530315	XL ORANGE NITRILE	01/28/2020	30.56	.00	
4044	IDAHO FALLS PETERBILT	530750	VV1 DPF	02/03/2020	1,850.00	.00	
Total 4044:					6,433.74	.00	
36	IDAHO STATE TAX COMMISSIO	02062020	JANUARY WITHHOLDINGS	02/06/2020	5,128.00	5,128.00	02/06/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 36:					5,128.00	5,128.00	
106	INTERSTATE BATTERY	22246481	(2) 4D-XHD, (1) MTP-48/H6, (1) S	01/27/2020	582.80	.00	
106	INTERSTATE BATTERY	22246542	(3) 31P-MHD, (1) 4D-XHD	02/03/2020	302.90	.00	
106	INTERSTATE BATTERY	2246168	(2) 28441, (1) MTP-65HD, (2) SR	12/30/2019	337.75	.00	
106	INTERSTATE BATTERY	2246229	(1) MTP-65HD, (1) SRM-24	01/06/2020	217.90	.00	
106	INTERSTATE BATTERY	2246403	(1) 15062, (3) 4D-XHD, (6) 8D-M	01/20/2020	2,471.35	.00	
Total 106:					3,912.70	.00	
1002	J.J. KELLER & ASSOC. INC.	9104592512	BUS DRIVER BOOKS	12/09/2019	1,451.70	.00	
Total 1002:					1,451.70	.00	
1081	JACK'S TIRE & OIL	786909-37	22.5X8.25 BUS RIM DURA-FLAN	01/28/2020	2,665.88	.00	
1081	JACK'S TIRE & OIL	787638-37	CREDIT: RETURN- 275/70R22.5	01/30/2020	1,585.28-	.00	
Total 1081:					1,080.60	.00	
858	JACKSON HOLE COMMUNITY H	02072020	CONTRACT PAYMENT	02/07/2020	6,250.00	.00	
Total 858:					6,250.00	.00	
131	JACKSON HOLE NEWS & GUID	306235	AD#373774- BID: 20-09 TWO 4X	12/18/2019	66.80	.00	
131	JACKSON HOLE NEWS & GUID	307691	AD#375592: RFB: 2020 SIDEWA	01/29/2020	167.00-	.00	
131	JACKSON HOLE NEWS & GUID	307691	AD#375592: RFB: 2020 SIDEWA	01/29/2020	167.00	.00	
131	JACKSON HOLE NEWS & GUID	307691	AD#375592: RFB: 2020 SIDEWA	01/29/2020	167.00	.00	
131	JACKSON HOLE NEWS & GUID	307691	AD#375592: RFB: 2020 SIDEWA	01/29/2020	167.00	.00	
131	JACKSON HOLE NEWS & GUID	307691	AD#375592: RFB: 2020 SIDEWA	01/29/2020	167.00	.00	
131	JACKSON HOLE NEWS & GUID	307691	AD#375592: RFB: 2020 SIDEWA	01/29/2020	167.00-	.00	
131	JACKSON HOLE NEWS & GUID	307692	AD#375593: RFB:2020 SPRING	01/29/2020	267.20	.00	
131	JACKSON HOLE NEWS & GUID	307747	AD#375897 1/4 PAGE AD START	01/29/2020	291.92	.00	
131	JACKSON HOLE NEWS & GUID	307750	AD#375887 P19-286	01/29/2020	29.23	.00	
131	JACKSON HOLE NEWS & GUID	307751	AD#375888 P19-291	01/29/2020	29.23	.00	
131	JACKSON HOLE NEWS & GUID	308020	AD#376052 CLASSIFED SENIOR	02/05/2020	369.60	.00	
131	JACKSON HOLE NEWS & GUID	308105	AD#375885 LL RETAIL	02/05/2020	267.20	.00	
131	JACKSON HOLE NEWS & GUID	308106	AD#375886 WINERY	02/05/2020	91.86	.00	
131	JACKSON HOLE NEWS & GUID	308107	AD#375884 LL RESTUARANT	02/05/2020	726.46	.00	
131	JACKSON HOLE NEWS & GUID	308108	AD#375883 LL RESORT	02/05/2020	125.26	.00	
131	JACKSON HOLE NEWS & GUID	308109	AD#375882 LL MICROBREWER	02/05/2020	125.26	.00	
131	JACKSON HOLE NEWS & GUID	308110	AD#375880 LL CLUB	02/05/2020	108.56	.00	
131	JACKSON HOLE NEWS & GUID	308111	AD#375879 LL BAR & GRILL	02/05/2020	141.96	.00	
131	JACKSON HOLE NEWS & GUID	308112	AD#376057 OP JAN 28	02/05/2020	121.08	.00	
131	JACKSON HOLE NEWS & GUID	308113	AD#375056 OP JAN 28	02/05/2020	179.53	.00	
131	JACKSON HOLE NEWS & GUID	308114	AD#376055 OP JAN 21	02/05/2020	526.05	.00	
Total 131:					3,801.20	.00	
5155	JELLY DONUT, LLC	01312020	WINDSHIELD REPAIR	01/31/2020	580.00	.00	
Total 5155:					580.00	.00	
139	JORGENSEN ASSOCIATES, PC	44037	PROJ: 19145-TOJ/NORTH KING	02/07/2020	5,534.75	.00	
139	JORGENSEN ASSOCIATES, PC	44042	PROJ: 19137- TOJ FLAT CREEK	02/07/2020	2,520.00	.00	
Total 139:					8,054.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5473	KELLERSTRASS ENTERPRISES	1123678	METHANOL/ 55 GAL DRUM	12/05/2019	152.05	.00	
5473	KELLERSTRASS ENTERPRISES	1130617	DF#2 DYED ULTRA LOW SULFU	01/10/2020	22,325.96	.00	
5473	KELLERSTRASS ENTERPRISES	1132161	MIDGRADE 87 E-10, DF#2 DYED	01/17/2020	22,887.82	.00	
5473	KELLERSTRASS ENTERPRISES	D18614	MIDGRADE 87-E, DF#1 DYED U	01/03/2020	21,914.25	.00	
5473	KELLERSTRASS ENTERPRISES	D19422	MIDGRADE 87 E-10, DF#1 DYED	01/27/2020	22,980.44	.00	
5473	KELLERSTRASS ENTERPRISES	D19682	MIDGRADE 87 E-10, DF# DYED	02/05/2020	21,509.26	.00	
Total 5473:					111,769.78	.00	
2485	KENWORTH SALES COMPANY	IDFIN3651123	OVAL SURFACE MOUNT DIREC	01/03/2020	251.75	.00	
2485	KENWORTH SALES COMPANY	IDFIN3662514	DIRECTIONAL LED: OVAL SURF	01/10/2020	775.25	.00	
2485	KENWORTH SALES COMPANY	IDFIN3681704	DELUXE CREEPER	01/29/2020	194.39	.00	
2485	KENWORTH SALES COMPANY	IDFIN3681704	CONCELED LED, HIDE A LED W	01/29/2020	.61	.00	
2485	KENWORTH SALES COMPANY	IDFIN3681704	CONCELED LED, HIDE A LED W	01/29/2020	724.23	.00	
Total 2485:					1,946.23	.00	
5614	KIMBALL MIDWEST	7619729	PAINT	12/18/2019	89.70	.00	
Total 5614:					89.70	.00	
2522	L.N. CURTIS & SONS	INV318431	LTWT GATED WYE VLV, LTWT	09/17/2019	1,665.00	.00	
Total 2522:					1,665.00	.00	
2859	LEADERSHIP JACKSON HOLE	102	3RD QUATER	02/03/2020	1,500.00	.00	
Total 2859:					1,500.00	.00	
2149	LEXISNEXIS MATTHEW BENDE	14515563	WY COURT RULES	11/07/2019	60.08	.00	
Total 2149:					60.08	.00	
671	LINCOLN NATIONAL LIFE	107747 0220	107747 FEBRUARY PREMIUM	02/01/2020	5,747.79	5,747.79	02/06/2020
671	LINCOLN NATIONAL LIFE	4024227689	FEBRUARY PREMIUM 107391	02/01/2020	1,225.59	1,225.59	02/06/2020
Total 671:					6,973.38	6,973.38	
2224	LOCAL GOV'T LIABILITY POOL	12397	AA200026 MCQUEENY VS STA	01/27/2020	604.52	.00	
2224	LOCAL GOV'T LIABILITY POOL	12398	AA200018 SANDOVAL VS STAR	01/28/2020	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	12400	AA200027 BRADOFF VS START	02/05/2020	991.98	.00	
Total 2224:					2,596.50	.00	
4719	LOEBE, MARC	02042020	REIMBURSE FOR PHONE CHA	02/04/2020	16.95	.00	
Total 4719:					16.95	.00	
6487	LOGANSIMPSON	25740	PROJECT 195282 GROWTH MA	01/31/2020	1,204.12	.00	
Total 6487:					1,204.12	.00	
156	LOWER VALLEY ENERGY INC	19722-0078 01	145 W HANSON FRONT	01/31/2020	121.39	.00	
156	LOWER VALLEY ENERGY INC	19722-0078 01	145 W HANSON FRONT	01/31/2020	52.03	.00	
156	LOWER VALLEY ENERGY INC	19722-079 012	145 W HANSON FRONT	01/31/2020	59.20	.00	
156	LOWER VALLEY ENERGY INC	19722-079 012	145 W HANSON BACK	01/31/2020	109.95	.00	
156	LOWER VALLEY ENERGY INC	19722-102 012	145 W HANSON	01/31/2020	52.95	.00	
156	LOWER VALLEY ENERGY INC	19722-102 012	145 W HANSON	01/31/2020	22.69	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	19722-106 012	940 SIMON LANE	01/31/2020	275.53	.00	
156	LOWER VALLEY ENERGY INC	19722-333 012	174 N KING	01/31/2020	778.93	.00	
156	LOWER VALLEY ENERGY INC	19722-345 012	930 SIMON LANE	01/31/2020	230.05	.00	
156	LOWER VALLEY ENERGY INC	19722-363 012	455 VINE STREET UTILITY	01/31/2020	63.23	.00	
156	LOWER VALLEY ENERGY INC	19722-364 012	55 VIRGINIAN LANE 65E	01/31/2020	119.83	.00	
156	LOWER VALLEY ENERGY INC	19722-365 012	55 VIRGINIAN LANE 65G	01/31/2020	38.42	.00	
156	LOWER VALLEY ENERGY INC	19722-367 012	455 VINE STREET #3	01/31/2020	131.92	.00	
156	LOWER VALLEY ENERGY INC	19722-368 012	455 vine street #4	01/31/2020	102.85	.00	
156	LOWER VALLEY ENERGY INC	19722-370 012	2022 WILDFLOWER CT GAS	01/31/2020	169.91	.00	
156	LOWER VALLEY ENERGY INC	19722-371 012	2022 WILDFLOWER CT ELEC	01/31/2020	65.87	.00	
156	LOWER VALLEY ENERGY INC	19722-374 012	455 VINE STREET #1	01/31/2020	114.50	.00	
156	LOWER VALLEY ENERGY INC	19722-381 012	915 SIMON LANE	01/31/2020	255.33	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20560- 0	GROUP: 20560: MULTIPLE STR	01/31/2020	2,874.24	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-028: ST LT LOTS 26, 27	01/31/2020	19.64	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-040: ST LT LOTS 90, 91	01/31/2020	20.29	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-336: HIDDEN RANCH PAT	01/31/2020	23.04	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-030: ST LT LOTS 95, 96	01/31/2020	20.86	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-041: ST LT LOTS 99, 101	01/31/2020	16.48	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-342: 25 S REDMOUN ST L	01/31/2020	40.13	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-020: PATHWAY TUNNEL	01/31/2020	63.53	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-035: ST LT COTTONWOO	01/31/2020	21.25	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-111: PEARL/WILLOW ST	01/31/2020	18.52	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-360: 1035 W BROADWAY	01/31/2020	39.95	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-006: CACHE ST N LIGHT	01/31/2020	38.84	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-032: ST LT LOTS 88, 89	01/31/2020	19.89	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-045: TOWN SQUARE LIG	01/31/2020	250.61	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-355: S CACHE LIGHTING	01/31/2020	83.12	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-016: HOME RANCH LIGH	01/31/2020	54.56	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-034: ST LT LOTS 80, 81	01/31/2020	18.18	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-081: PEARL ST ITT CONT	01/31/2020	29.37	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-358: 650 W BROADWAY	01/31/2020	94.07	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-005: CACHE KUDAR LIGH	01/31/2020	80.71	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-031: ST LT LOTS 38, 39	01/31/2020	21.46	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-043: ST LT LOTS 68, 69	01/31/2020	16.48	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-353: W DELONEY AVE F	01/31/2020	105.28	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-023: RANGEVIEW ST LT	01/31/2020	21.93	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-036: ST LT LOTS 12, 13	01/31/2020	16.48	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-130: 3 CRK RANCH AFFO	01/31/2020	27.69	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-362: STELLARIA LN/ S H	01/31/2020	22.18	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-027: ST LT LOTS 20, 21	01/31/2020	22.06	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-039: ST LT LOTS 86, 87	01/31/2020	20.02	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-332: N GLENWOOD MCC	01/31/2020	37.58	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20591- 0	92050-382: BUDGE DR LIGHT S	01/31/2020	22.12	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-044: SNOW KING ESTAT	01/31/2020	260.06	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-075: HIGH SCHOOL ROA	01/31/2020	79.52	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-056: CITY WELL ELK REF	01/31/2020	46.57	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-053: WELLS #2 & #3	01/31/2020	2,921.76	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-054: CITY WELL ELK REF	01/31/2020	139.65	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-050: 2 MG TANK	01/31/2020	27.27	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-361: 625 W BROADWAY	01/31/2020	24.02	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-003: SPRUCE DRIVE PU	01/31/2020	346.47	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-074: CRABTREE LANE T	01/31/2020	166.08	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-055: CITY WELL ELK REF	01/31/2020	198.30	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-052: WELL #1	01/31/2020	736.61	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20592- 0	92050-383: SNOW KING DR WA	01/31/2020	20.01	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-334: SEWER LIFT STATIO	01/31/2020	154.09	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-126: SEWER LIFT STATIO	01/31/2020	24.30	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-018: SEWER LIFT PUMP-	01/31/2020	22.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-019: SEWER LIFT PUMP-	01/31/2020	103.57	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-385: SPRING CREEK LIFT	01/31/2020	317.48	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-127: 3337 CODY CREEK	01/31/2020	402.46	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 0	92050-024: SEWER LIFT PUMP-	01/31/2020	19.88	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-385: SPRING CREEK LIFT	12/31/2019	233.12	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-018: SEWER LIFT PUMP-	12/31/2019	21.67	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-019: SEWER LIFT PUMP-	12/31/2019	94.58	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-024: SEWER LIFT PUMP-	12/31/2019	18.83	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-127: 3337 CODY CREEK	12/31/2019	334.65	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-334: SEWER LIFT STATIO	12/31/2019	136.07	.00	
156	LOWER VALLEY ENERGY INC	GRP: 20593- 1	92050-126: SEWER LIFT STATIO	12/31/2019	21.99	.00	
Total 156:					13,796.67	.00	
6526	LSC TRANSPORTATION CONS	57910	194430 START ROUTING PLAN	01/14/2020	2,237.00	.00	
Total 6526:					2,237.00	.00	
6612	MCELFRESH, KATHLEEN	02132020	OVER PAYMENT 19-10-0073	02/13/2020	15.00	.00	
Total 6612:					15.00	.00	
5034	MOVIE MACHINE PRODUCTION	3559	JH CINEMAS PRE-SHOW ADVE	01/02/2020	525.00	.00	
Total 5034:					525.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3502937001	SORBERT PAD, HX CAP SCRE	12/12/2019	335.13	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3530447001	NC BRAKE CLNR, HX CAP SCR	12/27/2019	256.24	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3530455001	PRIMARY WIRE X-LINK RED BL	12/27/2019	489.84	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3552489001	BOWMALLOY FLT WSHRS, LOC	01/09/2020	252.29	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3552499001	TERM BOWMA SEAL BUTT CON	01/09/2020	129.74	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3588922001	3M ROLOC SANDING DISC 3",	01/24/2020	275.96	.00	
Total 4623:					1,739.20	.00	
3341	MSDS ONLINE, INC	213697	SUBSCRIPTION START- MSDS	01/26/2020	2,899.00	.00	
Total 3341:					2,899.00	.00	
257	NAPA AUTO PARTS INC.	894668	CONNECTOR	12/20/2019	3.99	.00	
257	NAPA AUTO PARTS INC.	895729	FUEL FILTER	12/28/2019	7.03	.00	
257	NAPA AUTO PARTS INC.	895736	NAPAGOLD FUEL FILTER,	12/28/2019	92.70	.00	
257	NAPA AUTO PARTS INC.	895748	REAR FLOOR, FRONT FLOOR	12/30/2019	145.28	.00	
257	NAPA AUTO PARTS INC.	895778	FUEL FILTERS	12/30/2019	95.48	.00	
257	NAPA AUTO PARTS INC.	896198	NAPAGOLD OIL FILTERS, NAPA	01/02/2020	762.36	.00	
257	NAPA AUTO PARTS INC.	896200	NAPAGOLD AIR FILTERS	01/02/2020	56.99	.00	
257	NAPA AUTO PARTS INC.	896322	OXYGEN SENSOR	01/02/2020	58.74	.00	
257	NAPA AUTO PARTS INC.	896415	OXYGEN SENSOR SOC	01/03/2020	23.09	.00	
257	NAPA AUTO PARTS INC.	896420	A/C HEATER RESISTO, FRT	01/03/2020	43.73	.00	
257	NAPA AUTO PARTS INC.	896726	LED SIDE M/C LED	01/04/2020	12.54	.00	
257	NAPA AUTO PARTS INC.	897265	NAPA RUGLYDE	01/08/2020	23.98	.00	
257	NAPA AUTO PARTS INC.	897326	AIR BRAKES HOSE	01/08/2020	.40	.00	
257	NAPA AUTO PARTS INC.	897652	TOW STRAP	01/09/2020	22.99	.00	
257	NAPA AUTO PARTS INC.	897983	4 FLAT TSTR KIT, AFRAM JACK	01/11/2020	45.57	.00	
257	NAPA AUTO PARTS INC.	898134	HEAT SHRINK TUBING	01/13/2020	8.46	.00	
257	NAPA AUTO PARTS INC.	898174	BLADE	01/13/2020	254.90	.00	
257	NAPA AUTO PARTS INC.	898521	NAPAGOLD OIL FILTER, NAPAG	01/15/2020	268.87	.00	
257	NAPA AUTO PARTS INC.	899279	ALUMINUM SPINNER KNOB	01/20/2020	34.89	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	899770	AIR HOSE COULPLER, AIR HOS	01/22/2020	179.13	.00	
257	NAPA AUTO PARTS INC.	899961	COUPLER	01/23/2020	56.58	.00	
257	NAPA AUTO PARTS INC.	900979	NAPA OIL FILTER, NAPAGOLD	01/29/2020	45.57	.00	
257	NAPA AUTO PARTS INC.	900982	NAPAGOLD OIL FILTER	01/29/2020	94.04	.00	
257	NAPA AUTO PARTS INC.	902387	NAPAGOLD AIR FILTER, FUEL F	02/06/2020	64.44	.00	
257	NAPA AUTO PARTS INC.	902552	VALVE KNOB	02/07/2020	19.14	.00	
257	NAPA AUTO PARTS INC.	902697	UJOINT	02/08/2020	13.62	.00	
Total 257:					2,434.51	.00	
187	NELSON ENGINEERING	51557	PROJ: 19-336-01 020 TOJ- 2020	01/29/2020	21,336.00	.00	
187	NELSON ENGINEERING	51557	PROJ: 19-336-01 020 TOJ- 2020	01/29/2020	21,336.00	.00	
187	NELSON ENGINEERING	51567	PROJ: 19-330-01 020- ZONE 3 W	01/29/2020	5,257.75	.00	
187	NELSON ENGINEERING	JL209552	PROJ: 14-175-03 021- WEST BR	01/29/2020	3,735.00	.00	
Total 187:					51,664.75	.00	
4412	NEOFUNDS	790004408054	POSTAGE	01/30/2020	1,000.00	.00	
Total 4412:					1,000.00	.00	
6063	NEOPOST USA INC	15967998	INK CARTRIDGE FOR POSTAG	01/23/2020	139.73	.00	
Total 6063:					139.73	.00	
4346	OFFICE OF STATE LANDS & IN	SU-0020A- 202	ANNUAL RENTAL NOTICE- SPE	02/03/2020	10,311.98	.00	
Total 4346:					10,311.98	.00	
1504	ONE CALL OF WYOMING	54369	TICKETS FOR DECEMBER 2019	01/06/2020	61.63	.00	
1504	ONE CALL OF WYOMING	54369	TICKETS FOR DECEMBER 2019	01/06/2020	61.62	.00	
Total 1504:					123.25	.00	
6607	OPS STRATEGIES	20005	19-33 CHILDCARE STUDY	01/30/2020	1,625.00	.00	
Total 6607:					1,625.00	.00	
6606	PARTRICK, NEAL	02112020	REFUND AUTO PAY WATER/SE	02/11/2020	23.05	.00	
Total 6606:					23.05	.00	
5302	PARTSMASTER	23498226	EASY NUT FLANGE NUT	12/23/2019	57.16	.00	
Total 5302:					57.16	.00	
5707	PERFORM PRINTING INC	P1139	BUSINESS CARDS NATALY	01/31/2020	63.85	.00	
Total 5707:					63.85	.00	
6483	PREMIER TRUCK- SALT LAKE C	775135449	DOSER PUMP, CORE DEPOSIT	11/06/2019	1,113.42	.00	
6483	PREMIER TRUCK- SALT LAKE C	775151428	CRANKCASE	01/06/2020	534.54	.00	
6483	PREMIER TRUCK- SALT LAKE C	775152349	BREATHER CASE, BREATHER	01/08/2020	754.48	.00	
6483	PREMIER TRUCK- SALT LAKE C	775152455	SENSOR POST	01/09/2020	50.84	.00	
6483	PREMIER TRUCK- SALT LAKE C	775154106	MOTOR-WIND	01/15/2020	132.46	.00	
6483	PREMIER TRUCK- SALT LAKE C	775156173	WATER KIT	01/22/2020	196.50	.00	
6483	PREMIER TRUCK- SALT LAKE C	775156534	KIT VG TURBO, CORE DEPOSIT	01/23/2020	1,160.18	.00	
6483	PREMIER TRUCK- SALT LAKE C	775156563	SENSOR, RLS FRT	01/23/2020	110.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6483	PREMIER TRUCK- SALT LAKE C	775158271	DIPSTICK	01/29/2020	299.38	.00	
Total 6483:					4,352.66	.00	
4922	PREMIER VEHICLE INSTALLATI	31331	WARRANTY REPLACEMENT FO	10/21/2019	96.42	.00	
4922	PREMIER VEHICLE INSTALLATI	32060	MAGNETIC MIC CHIP, FREIGHT	01/06/2020	432.24	.00	
Total 4922:					528.66	.00	
4692	PRO EQUIPMENT SALES LLC	21-1134763	TEMP ENG SENDER, FREIGHT	11/15/2019	83.20	.00	
Total 4692:					83.20	.00	
5631	PSA WORLDWIDE COPORTATI	29273	custom drug coasters	01/28/2020	1,210.69	.00	
5631	PSA WORLDWIDE COPORTATI	29273	CUSTOM DRUG DETECTION C	01/28/2020	718.54	.00	
Total 5631:					1,929.23	.00	
6069	RAFTELIS	13955	PROJ: R-JAWY1910.00- JACKS	01/17/2020	2,908.85	.00	
6069	RAFTELIS	13955	PROJ: R-JAWY1910.00- JACKS	01/17/2020	2,908.85	.00	
Total 6069:					5,817.70	.00	
215	RED'S AUTO GLASS, INC.	I037295	LABOR INSTALL WINDSHIELD-	12/17/2019	255.00	.00	
215	RED'S AUTO GLASS, INC.	I037360	LABOR INSTALL WINDSHIELD-	01/22/2020	340.00	.00	
215	RED'S AUTO GLASS, INC.	I037361	LABOR INSTALL WINDSHIELD-	01/22/2020	170.00	.00	
215	RED'S AUTO GLASS, INC.	I037363	LABOR INSTALL WINDSHIELD-	01/23/2020	340.00	.00	
215	RED'S AUTO GLASS, INC.	I037364	LABOR INSTALL WINDSHIELD-	01/23/2020	170.00	.00	
Total 215:					1,275.00	.00	
4198	RESPOND FIRST AID SYSTEMS	160232	FIRST AID KIT SUPPLIES @ PU	01/24/2020	175.99	.00	
Total 4198:					175.99	.00	
5810	RICH BROADCASTING (SV/JX)	20010211	WINTER PARKING ADS	01/31/2020	966.00	.00	
5810	RICH BROADCASTING (SV/JX)	20010212	WINTER PARKING ADS	01/31/2020	966.00	.00	
5810	RICH BROADCASTING (SV/JX)	20010213	WINTER PARKING	01/31/2020	966.00	.00	
5810	RICH BROADCASTING (SV/JX)	20010215	WINTER PARKING	01/31/2020	966.00	.00	
5810	RICH BROADCASTING (SV/JX)	200110214	WINTER PARKING	01/31/2020	966.00	.00	
Total 5810:					4,830.00	.00	
861	ROTARY CLUB OF JACKSON H	518 012020	QUARTERLY DUES LARRY PAR	01/01/2020	125.00	.00	
Total 861:					125.00	.00	
5543	RUSH TRUCK CENTER, IDAHO	3017766982	AIR FILTER	12/27/2019	162.54	.00	
Total 5543:					162.54	.00	
4548	SILVER CREEK SUPPLY	S2092483.001	SWIVEL HOSE ADPT	12/31/2019	4.89	.00	
4548	SILVER CREEK SUPPLY	S2094834.001	GALV NIPPLE	01/10/2020	5.19	.00	
Total 4548:					10.08	.00	
4720	SILVERSTAR	2316809	RECURRING CHARGES INTERN	02/01/2020	35.49	.00	
4720	SILVERSTAR	2316809	RECURRING CHARGES INTERN	02/01/2020	2,017.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4720	SILVERSTAR	2316809	RECURRING CHARGES INTERN	02/01/2020	260.00	.00	
Total 4720:					2,313.28	.00	
1605	SMITH, G. TODD	012720	education reimbursement	01/27/2020	626.40	626.40	02/12/2020
Total 1605:					626.40	626.40	
5632	SNAKE RIVER MEP COMPLETE,	4328	REPLACE BOLWER MOTOR ON	01/09/2020	505.75	.00	
Total 5632:					505.75	.00	
4699	SNAKE RIVER ROASTING	623580	COFFEE- MAIN PW SHOP AND	01/07/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	623771	COFFEE (5LB BAG) MAIN PW B	01/15/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	623875	COFFEE @ MAIN PW SHOP	01/22/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	624011	COFFEE	01/29/2020	127.84	.00	
4699	SNAKE RIVER ROASTING	624012	COFFEE- MAIN PW SHOP	01/29/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	624176	COFFEE- PW MAIN SHOP	02/04/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	624279	COFFEE	02/12/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	624297	COFFEE- ONE BAG MAIN PW S	02/12/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	624304	coffee	02/12/2020	48.95	.00	
Total 4699:					666.29	.00	
3961	SPECTRUM	030285201272	MONTHLY SERVICES	01/27/2020	89.99	.00	
Total 3961:					89.99	.00	
6557	STATE DISBURSEMENT UNIT	02122020	case #c00588407 domingo	02/12/2020	25.05	25.05	02/12/2020
Total 6557:					25.05	25.05	
5055	STOTZ EQUIPMENT	P75098	FILTER ELEMENT, FRY OUY	01/15/2020	303.56	.00	
Total 5055:					303.56	.00	
4990	Swagit Productions, LLC	14617	VIDEO STREAMING	01/31/2020	1,775.00	.00	
Total 4990:					1,775.00	.00	
6608	SWICEGOOD, WYATT	02072020	TRAVEL REIMBURSEMENT	02/07/2020	120.49	.00	
Total 6608:					120.49	.00	
4514	TEAM LABORATORY CHEMICA	INV0019281	FINE ROAD PATCH (50 BAGS)	01/29/2020	862.50	.00	
Total 4514:					862.50	.00	
581	TETON COUNTY INTEGRATED	4780	CARDBOARD PICK-UP SERVIC	01/01/2020	294.00	.00	
Total 581:					294.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	560	JANUARY INMATES	02/02/2020	1,368.00	.00	
Total 55:					1,368.00	.00	
392	TETON LITERACY CENTER	02042020	1ST QUARTER FUNDING	02/04/2020	5,700.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 392:					5,700.00	.00	
268	TETON MOTORS INC	205006986	ELEMENT AIR CLEANER	01/28/2020	17.12	.00	
268	TETON MOTORS INC	5093224	SWITCH	12/26/2019	23.90	.00	
268	TETON MOTORS INC	5093264	N-HEADLAMP	12/30/2019	876.80	.00	
268	TETON MOTORS INC	5093271	CREDIT: RETRUN N-HEADLAMP	12/31/2019	125.00-	.00	
268	TETON MOTORS INC	5093341	BELT KIT	01/07/2020	128.64	.00	
268	TETON MOTORS INC	5093529	SEAT BELT BUCKLE, SEAT BEL	01/22/2020	445.06	.00	
268	TETON MOTORS INC	5093568	BOLT, STRAP, RETAINER	01/27/2020	122.64	.00	
268	TETON MOTORS INC	6142514	PERFORM MANUAL REGENER	09/19/2019	189.00	.00	
268	TETON MOTORS INC	6142564	OPTIKLEEN QT FILL WASHER F	09/23/2019	.79	.00	
268	TETON MOTORS INC	6142564	OPTIKLEEN QT FILL WASHER F	09/23/2019	9.83	.00	
Total 268:					1,688.78	.00	
270	TETON RENTAL CENTER	72936	PALLET JACK	01/13/2020	18.50	.00	
Total 270:					18.50	.00	
5846	TETON TOOLS LLC	01302021923	14.4V 2.5 AH LI I,P WR KIT	01/30/2020	486.95	.00	
Total 5846:					486.95	.00	
3162	TETON TRASH REMOVAL, INC.	20 FEB 863	TRASH REMOVAL 145 HANSEN	02/01/2020	45.50	.00	
Total 3162:					45.50	.00	
3237	THE AFTERMARKET PARTS CO	81986486	SASH ASM-FRAMELESS	01/15/2020	1,725.59	.00	
Total 3237:					1,725.59	.00	
2658	THERMO KING INTERMOUNTAI	S-0085097	MOTOR 24VDC, OUTBOUND FR	12/30/2019	1,945.31	.00	
2658	THERMO KING INTERMOUNTAI	WO-175550	SENSOR, CONNECTOR, CONN	12/20/2019	494.37	.00	
2658	THERMO KING INTERMOUNTAI	WO-175553	MOTOR 24VDC, RUN & CK OPE	12/20/2019	2,297.99	.00	
2658	THERMO KING INTERMOUNTAI	WO-176630	MOTOR 24VDC, PLUG CONNEC	01/15/2020	3,562.09	.00	
Total 2658:					8,299.76	.00	
70	THYSSEN KRUPP ELEVATOR C	3005026521	GOLD- FULL MAINTENANCE SE	01/01/2020	307.62	.00	
Total 70:					307.62	.00	
293	US POSTAL SERVICE	01202020	Brm permit	01/20/2020	690.00	690.00	02/04/2020
Total 293:					690.00	690.00	
706	USA BLUE BOOK	105187	ASHCROFT LIQUID FILLED PRE	01/03/2020	566.70	.00	
Total 706:					566.70	.00	
3979	UTAH SAFETY COUNCIL	25500	MEMBERSHIP RENEWAL- GEN	02/10/2020	225.00	.00	
Total 3979:					225.00	.00	
6410	VALLEY BLADES LIMITED	SV020650	POLARFLEX FLAT STYLE WEA	11/19/2019	1,416.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6410:					1,416.00	.00	
3070	VALLEY WEST ENGINEERING,	1473	PROJ: ALLEY GRADING- WORK	01/09/2020	21,920.00	.00	
3070	VALLEY WEST ENGINEERING,	1474	PROJ: JACKSON STREET- BILLI	01/09/2020	9,530.00	.00	
Total 3070:					31,450.00	.00	
1949	VERIZON WIRELESS	98474947545	MONTHLY SERVICES	02/01/2020	7,489.32	.00	
Total 1949:					7,489.32	.00	
5022	VISION SERVICE PLAN - (WY)	808555830	FEBRUARY PREMIUM	01/17/2020	1,710.98	1,710.98	02/06/2020
Total 5022:					1,710.98	1,710.98	
6603	W2 RENTALS, LLC	013020	RENTAL FOR CHEYENNE FEB 8	01/30/2020	3,143.10	3,143.10	01/31/2020
Total 6603:					3,143.10	3,143.10	
563	WESTBANK SANITATION	3304077	WWTP- TRASH SERVICE FOR D	01/01/2020	683.98	.00	
563	WESTBANK SANITATION	3329657	TRASH REMOVAL 940 SIMON	02/01/2020	48.93	.00	
Total 563:					732.91	.00	
1640	WESTERN STATE	IN001209834	ADJUST- CIRCLE ASSEMBLT M	01/28/2020	2,811.09	.00	
Total 1640:					2,811.09	.00	
6117	WILSON, JOHN	02032020	MARCH-JUNE RENT	02/03/2020	8,000.00	.00	
Total 6117:					8,000.00	.00	
5489	WRENCH IT PLUMBING & HEAT	6420	MONTHLY RESTROOM CHECK	12/31/2019	142.50	.00	
5489	WRENCH IT PLUMBING & HEAT	6421	PLUMBING WORK DONE- WAT	12/31/2019	618.96	.00	
Total 5489:					761.46	.00	
3619	WY CHILD SUPPORT ENFORCE	02122020	case #209790 GALLEGHER	02/12/2020	146.76	146.76	02/12/2020
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	02062020	FEBRUARY PREMIUM	02/06/2020	13,938.19	13,938.19	02/06/2020
Total 4139:					13,938.19	13,938.19	
1064	WYOMING DEPARTMENT OF H	I0011221	COLILERT WATER TESTING- O	01/02/2020	240.00	.00	
Total 1064:					240.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2199	PROJ: START BUS BARN- 1/4" C	01/21/2020	348.90	.00	
5788	WYOMING GARAGE DOOR, LLC	2200	PROJ: 940 SIMON LANE- LIFTM	01/08/2020	210.50	.00	
5788	WYOMING GARAGE DOOR, LLC	2201	PROJ: PUBLIC WORKS: SERVIC	01/15/2020	95.00	.00	
Total 5788:					654.40	.00	
406	WYOMING LAW ENFORCEMEN	02112020	OET COLLECTIONS JANUARY 2	02/11/2020	80.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 406:					80.00	.00	
329	WYOMING RETIREMENT SYST	188804	JANUARY CONTRIBUTIONS	02/05/2020	45,311.78	45,311.78	02/06/2020
329	WYOMING RETIREMENT SYST	188805	JANUARY CONTRIBUTIONS	02/05/2020	40,864.11	40,864.11	02/06/2020
329	WYOMING RETIREMENT SYST	188806	JANUARY CONTRIBUTIONS	02/05/2020	68,048.85	68,048.85	02/06/2020
Total 329:					154,224.74	154,224.74	
5839	WYOMING WATER ASSOCIATI	2020-MEMBER	2020 MEMBERSHIP AND RENE	02/11/2020	500.00	.00	
Total 5839:					500.00	.00	
4979	WYOMING WATER QUALITY &	2011-2298 A	2020 MEMBERSHIP RENEWAL:	01/06/2020	180.00	.00	
4979	WYOMING WATER QUALITY &	2011-2298 A	2020 MEMBERSHIP RENEWAL:	01/06/2020	180.00	.00	
Total 4979:					360.00	.00	
1764	WYOMING.COM INC	1925269	DOMAIN HOSTING	02/05/2020	5.00	.00	
Total 1764:					5.00	.00	
2179	XEROX CORPORATION	099120088	CONTRACT COPIER	01/01/2020	84.24	.00	
2179	XEROX CORPORATION	099120089	CONTRACT COPIER	01/01/2020	147.36	.00	
2179	XEROX CORPORATION	099120090	CONTRACT COPIER	01/01/2020	126.49	.00	
2179	XEROX CORPORATION	099120091	CONTRACT COPIER	01/01/2020	6.57	.00	
2179	XEROX CORPORATION	099120106	CONTRACT COPIER	01/01/2020	197.98	.00	
2179	XEROX CORPORATION	099406141	CONTRACT COPIER	02/01/2020	81.25	.00	
2179	XEROX CORPORATION	099406142	CONTRACT COPIER	02/01/2020	146.32	.00	
2179	XEROX CORPORATION	099406143	CONTRACT COPIER	02/01/2020	132.26	.00	
2179	XEROX CORPORATION	099406144	CONTRACT COPIER	02/01/2020	8.70	.00	
2179	XEROX CORPORATION	099406158	CONTRACT COPIER	02/01/2020	48.75	.00	
Total 2179:					979.92	.00	
5539	Y2 CONSULTANTS, LLC	1715	PROJ: 19245- TOJ CENTER STR	12/18/2019	13,197.12	.00	
5539	Y2 CONSULTANTS, LLC	1715	PROJ: 19245- TOJ CENTER STR	12/18/2019	1,631.10	.00	
Total 5539:					14,828.22	.00	
2842	YELLOW IRON EXCAVATION, L	42863	TRASH REMOVAL DECEMBER	12/31/2019	150.00	.00	
2842	YELLOW IRON EXCAVATION, L	42865	TRASH REMOVAL DECEMBER	12/31/2019	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	42866	TRASH REMOVAL DECEMBER	12/31/2019	260.00	.00	
2842	YELLOW IRON EXCAVATION, L	43589	915 SIMON LANE TRASH REMO	01/31/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	43599	174 N KING TRASH REMOVAL	01/31/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	43662	455 VINE street	01/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	43662	455 VINE street	01/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	43662	455 VINE street	01/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	43662	455 VINE street	01/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	43785	TRASH REMOVAL @ ANIMAL S	01/31/2020	120.00	.00	
Total 2842:					824.00	.00	
633	YELLOWSTONE-TETON CLEAN	100319	RE-ISSUE CHECK	10/03/2019	4,000.00	4,000.00	02/05/2020
Total 633:					4,000.00	4,000.00	
6321	ZUERCHER TECHNOLOGIES	266637	FIELD OPS SUBSCRIPTION	01/19/2020	254.76	254.76	02/04/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6321:					254.76	254.76	
Grand Totals:					970,898.22	205,493.50	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF JANUARY, 2020

During the month of January, the court received $29,791.50 in fines, fees, bonds, and forfeitures.
479 new cases were docketed: 386 parking citations, 93 summons
52 cases were dismissed: 23 parking violations

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

CLOSED CASES

NAME	CITATION	OFFENSE	DISPOSITION	$
AGATIEVA, ELENA	00121M	Following too Close	BF	75
BEAL, AARON ROBERT	00752M	Public intoxication	BF	110
BEAL, AARON ROBERT	00753M	Unlawful Contact or Touching	BF	250
BLACKBURN, AMBIKA M	00896M	No display of current registration	BF	62.5
BLANCATO, DAVID JOSHUA	00495M	Public intoxication	BF	110
BONNER, LINDA DEAN	186000197AC	Speed too fast for conditions	D-Per Town's Motion	0
BROTHERSON, MASON W	00489M	Failure to maintain liability coverage	D-Valid Info Provided	0
CARAMORE, TIMOTHY J	01752M	Speeding faster than reasonable and prudent	BF	85
CARTER, JACOB ALAN	01827M	Criminal trespass	D-Per Town's Motion	0
CHALASTAWA, ALEC STEVEN	01826M	Stop Sign Violation	BF	135
CHAMBERS, NATHAN	03208L	Animals at Large	BF	100
CHRISTINE, HEIDI	01110M	Speeding faster than reasonable and prudent	BF	118
COLEMAN, MATTHEW M.	00722M	Marijuana: use and/or possession	D-Per Town's Motion	0
CONNELL, THOMAS J	00488M	No display of current registration	BF	135
DELONG, MICHELLE E	01309M	Following too Close	BF	85
EMERSON, NATHAN D	01801M	Failure to maintain liability coverage	D-Valid Info Provided	0
FRANCK, NATHAN	00724M	Stop Sign Violation	BF	125
FREED, ROGER L	01802M	Wrong way on one-way street	BF	110
FREY, WILLIAM A	186004756AA	Airport: Compliance in Restricted Area	D-upon Defendant Motion, affirmed on appeal	0
GAITAN, DONALD JERMEY	01263M	Public intoxication	D-Per Town's Motion	0
GARCIA ESQUIVEL, VICTOR M	00648M	Driving/Control of vehicle while intox	D-Per Town's Motion	0
GARDNER, ELYSSA GLORIA	186004077AA	Drive/control veh under infl alcohol concentration 0.08% or r	DA- In accordance with W.S.S. 7-13-301	0
GONZALEZRODRIGUEZ, MARTIN BRYAN	186003684AA	Failure to maintain liability coverage	BF	540
GONZALEZRODRIGUEZ, MARTIN BRYAN	186003685AA	Failure to yeild ROW	BF	75
GRAIG- MURRAY, SKYLA D	00717M	Speed Limits Generally 45/30	D-Per Town's Motion	0
HARVEY, ELEANOR D	01125M	Turning left at intersection	BF	75
HAYES, STACEY E	186000187AC	Speed too fast for conditions	BF	75
HERMANSON, SUSAN THOMAS	186000148AC	Turning left at intersection	BF	75
HESSLER, JAMES D	19999K	Failure to maintain liability coverage	D-Per Town's Motion	0
HODGES, PAULA JEAN	01026M	DUI	D-Per Town's Motion	0
HOOD, PATRICIA L	00895M	Use of hand-held electronic device while driving	BF	65
JACOBS, ANDREW BLAINE	00118M	Limitations on Backing	BF	75
JENNINGS, KYLE THOMAS	01307M	Use of hand-held electronic device while driving	BF	75
KING, MARY	00450M	Use of hand-held electronic device while driving	BF	540
KRISTOFFERSON, AMBER M	98210N	battery	BF	500
KURPIER, SAXON X	01120M	Stop Sign Violation	BF	125
LARSON, CAREY A	01185M	MPH over limit Bond	BF	123
LAVINO, EDWIN	03948L	Lamps and Reflectors required at night	BF	85
LAVINO, EDWIN	03947L	Petit larceny	D-Per Town's Motion	0
LEVENSON, IAN B	00122M	Failure to yield ROW	BF	75
LIGHTNER, ROBIN H	00915M	Tail Lamps required	D-Per Town's Motion	0
LOPEZ, RAYMUNDO R	01008M	Turning left at intersection	BF	85
LUNDGREN, MARIA F	01039M	No display of current registration	BF	125
MARCHESE, GREGORY T.	00721M	Marijuana: use and/or possession	D-Per Town's Motion	0
MAXFIELD, BENJAMIN J	00723M	Public intoxication	BF	110
MECHLING, MATTHEW JAMES	03302L	Driving/Control of vehicle while intox (MUST APPEAR)	GP	750
MUMMA, MATTHEW L.	00123M	No display of current registration	BF	125
MUNOZ, CORNELIO	01186M	Speed Limits Generally 45/30	BF	190
OGLIETTE, ANDREW JOHN	01852M	Public intoxication	BF	110
OSORIO, ROGER M.	01031M	Public intoxication	D-Per Town's Motion	0
PERES, JENNIFER ELIZABETH	186000132AC	Following too Close	BF	75
PIERCE, FREDERICK R	01043M	No display of current registration	BF	62.5
PRYOR, BRADLEY C.	01189M	No Driver's license	BF	420
RAMIREZ ARMAS, DANIEL	00673M	No Driver's license	BF	410
RAMIREZ, PEDRO OMAR	03405L	Driving/Control of vehicle while intox	DA- In accordance with W.S.S. 7-13-301	0
REYNOLDS, RACHEAL A	01012M	Speeding faster than reasonable and prudent	BF	75
RICKETTS, SEAN W	01028M	Defacing or destroying property	D-Per Town's Motion	0
RICKETTS, SEAN W	01029M	Public intoxication	D-Per Town's Motion	0
RIGGS, MEGAN J	00192M	No Driver's license	BF	200
ROBIN, CHELSEA L	00897M	Failure to maintain liability coverage	D-Valid Info Provided	0
SALDANA PEREZ, URIEL	00949M	Failure to maintain liability coverage	BF	550
SANDERSON, JAMES KENDALL	01310M	Speed Limits Generally 51/30	BF	262
SMITH, JOEL C	00410M	Criminal trespass	D-Per Town's Motion	0
SMITH, JOEL C	00411M	Interference w/PD: Resisting officer	D-Per Town's Motion	0

SMITH, JOEL C	00412M	Public intoxication	BF	110
SMITH, JOEL C	00413M	Unlawful Contact or Touching	D-Per Town's Motion	0
SMITH, JOSHUA M.	00409M	Interference w/PD: Resisting officer	D-Per Town's Motion	0
SMITH, JOSHUA M.	00408M	Public intoxication	BF	110
SUSANO, ESTER	186000142AC	No Driver's license	BF	410
SUSANO, ESTER	186000141AC	Use of cell phone while driving prohibited	BF	65
TACORDA, JEROME GABRIEL YUSTIN	01151M	Speed Limits Generally 45/30	BF	180
THACKRAY, GREGORY SCOTT	186004216AA	Driving/Control of vehicle while intox	DA- In accordance with W.S.S. 7-13-301	0
TORRES, RAFAEL J	03469L	Speed Limits Generally 57/40	BF	130
TUCKER, EDWARD A	00492M	Failure to maintain liability coverage	D-Valid Info Provided	0
TURNER, KATHRYN M	00119M	Use of hand-held electronic device while driving	BF	90
VALENZUELA, JESUS RENE	01312M	Use of hand-held electronic device while driving	BF	75
VANDERVELDE, PHILLIP R	186000131AC	No display of current registration	BF	62.5
VASQUEZ-FLORES, ALEJANDRO	03353L	Driving/Control of vehicle while intox	DA- In accordance with W.S.S. 7-13-301	0
VIOLETTE, BROOKE LYNN	00947M	Driving under suspension	BF	250
VIOLETTE, BROOKE LYNN	00946M	Marijuana: use and/or possession	D-Per Town's Motion	0
WALKER, NICOLE	00480M	Use of hand-held electronic device while driving	BF	75
WALLS, COLLEEN THERESA	00773M	Speed Limits Generally 48/30	BF	211
WILSON, SETH P	01803M	Limitations on Backing	D-Per Town's Motion	0

TOWN OF JACKSON
AGENDA DOCUMENTATION

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

MEETING DATE: FEBRUARY 18, 2020

SUBJECT: TEMPORARY SIGN PERMIT – Million Pound Party for Hole Food Rescue

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

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

105 Buffalo Way, Albertsons during:
August 16, 2020 to August 30, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Million Pound Party may be installed at:
   105 Buffalo Way, Albertsons during:
   August 16, 2020 to August 30, 2020

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with the Hole Food Rescue subject to three (3) conditions of approval.

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

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

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

EVENT NAME:

Event Name: Million Pound Party Physical Address of Event: 265 S Cache St. Jackson WY

Description of Event: Pig roast bbq celebrating achievements of HFR in the past year

Grand Opening _____ Yes _____ No X

EVENT SPONSOR/APPLICANT: Name: Hole Food Rescue/Lisa Lent

Mailing Address: PO Box 2955 Jackson WY

E-mail: lisa@holefoodrescue.org

Phone: 646-660-3732

ZIP: 83001

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons/Food Store

Physical Address: 105 Buffalo Way Jackson, Wy

Dates of Display: 8/16/20-8/30/20

Consent from Owner Obtained? Yes____ No X

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

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

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

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

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

Signature of Authorized Event Applicant

1/22/20
Date

Lisa Lent
Applicant Name Printed

Board Member/MPP Coordinator
Title

From:	Lisa Lent
To:	Tiffany Stolte
Subject:	Temporary Sign Permit Application: Hole Food Rescue
Date:	Wednesday, January 29, 2020 10:39:39 AM
Attachments:	~~Event Poster 20[redacted]wide_Banner.pdf~~ ~~Temp Sign Permit [redacted]plication_2020.pdf~~

Hello,
Please note that our current sign dimensions may change as we are looking to make it a bit smaller. Am I able to submit permit and update you when we have established?

Current banner:
Height: 160 Inches
Width: 128 Inches

Design attached.

Best,
Lisa Lent

--

Lisa Lent
Board Member | Million Pound Party Coordinator
Hole Food Rescue
(646) 660-3732

Hole Food Rescue
1524 Martin Ln. Unit B
PO Box 2955
Jackson, WY 83001
www.holefoodrescue.org

HOLE FOOD RESCUE PRESENTS

MILLION POUND PARTY

Annual Community Meal

Center for the Arts

6 - 9 pm

Haderlie Farms Pig Roast

Yard Games

Silent Auction & Raffle Prizes

holefoodrescue.org

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: February 11, 2020
MEETING DATE: February 18, 2020

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

SUBJECT: Special Event- World Championship Snowmobile Hill Climb

PURPOSE/STATEMENT:

The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel, road closures, temporary relief from signage, parking and overnight camping ordinances, and the issuance of malt beverage permits on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicants, the Jackson Hole Snow Devils and the Jackson Hole Chamber of Commerce, request permission to host the World Championship Snowmobile Hill Climb Thursday, March 19 through Sunday, March 22, 2020. Pre-event preparations will begin on Wednesday morning, March 18, and completion of tear down/clean up will occur on Monday, March 23. The event will begin at 7:30 A.M. each morning and on-site activities (including the competition, and food, beverage, and merchandise vendor sales) are expected to conclude by 7:00 P.M. each day. A detailed letter of request and a site map of street closures, detours, and parking areas in and around the event are attached. As in past years, the starting line has been moved to the ball field to improve safety for the riders and spectators. The anticipated audience over the course of the event is 12,000 to 15,000. **There are no material changes to the request as compared to last year.**

The Snow Devils initially approached Town staff about the possibility of an out-of-state whiskey company providing free samples of their product at a booth within the special event area. The applicant indicated that a whiskey company had contacted them about being a sponsor of the Hill Climb. The whiskey company (Tincup Whiskey out of Denver, Colorado) indicated that they would like to offer tasting samples as part of their sponsorship, with no sales taking place at the event. The whiskey company indicated that they would be offering a total of 3 items for attendees to sample: a cocktail, a rye version and an original version. The whiskey company indicated that people 21 and over could sample a "small amount" of whiskey. They indicated that they would track all sampling to make sure that people can only receive one sample per day and that they would provide 2 to 3 people to check I.D.'s. This proposal was circulated to all town departments for review. Staff was not in support of this proposal. The Snow Devils have submitted this current special event application without a request for permission of a whiskey company to provide free samples of whiskey at the Hill Climb.

Please note that if the whiskey company were to approach the Town for permission to provide free samples of their product at the Hill Climb under a separate Catering Permit, staff would not be in support of such a request.

The applicant requests the following in association with the special event application:

- The Following road closures: Phil Baux parking lot, Snow King lower lot; Snow King between King and Glenwood, Cache between Karns and Aspen, and King between Snow King and Karns. Street closures will begin Wednesday morning and will reopen Monday morning.
- Overnight RV parking at the Home Ranch parking lot from Wednesday to Sunday. Section 10.04.220 of the Municipal Code prohibits overnight parking on any lot owned by the Town.
- Permission for overnight parking for RV's on Town streets near the Snow King area Wednesday through Sunday nights per the attached map. Section 10.04.300 of the Municipal Code prohibits parking on Town streets between 3:00 a.m. and 7:00 a.m. between November 1st and April 15th.
- Permission for overnight RV camping at the Fairgrounds (east of the Heritage Building) Wednesday through Sunday nights. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
- Event parking Wednesday through Monday on Snow King Avenue between Flat Creek and the Parks & Recreation maintenance facility, and at the Rodeo Grounds.
- Private event parking is requested on South Cache from Snow King to Aspen Drive Wednesday through Sunday. The east side of this section will be used to "double park" vendor and contestant trailers. This is the only area where double parking will occur. The applicant is also working with Snow King and with the Gill Family (who own the northeast corner lot at Snow King and Cache) for private event parking for the duration of the event.
- Private event parking in the Town owned Snow King Center lower lot to the east of Phil Baux Park per the attached map and subject to permission from the Snow King Center lessee.
- Use of the ball field for vendor tents during the event and for the starting line. The applicant has acknowledged responsibility for damage that may occur.
- Permission to park vendor trailers partially on the sidewalk on Snow King Avenue from Cache to King to better accommodate the required 20 foot fire lane.
- A malt beverage permit for the sale of beer at the base of Snow King and at the ball field from 10:00 A.M. to 6:00 P.M., Thursday through Sunday. The beer tent will close approximately one half hour before the event is over, but not later than 6:00 P.M. The applicant will also be placing security at the event exit to prevent spectators leaving the event with open containers. This protocol was followed in years past.
- Exposition business license to allow vendors to sell products at the event. The applicant acknowledges that sales tax will be collected and turned into the State of Wyoming.
- Permission from Town Council for noise generated from the event associated with the competition, loudspeaker, and music.
- Permission to display many onsite vendor and sponsor temporary banners. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
- Permission to display temporary banners at Bubbas directing vehicles to the parking garage and at the parking garage notifying spectators of the free shuttle.
- Pursuant to the attached Snow Devil's letter, many of the streets in the area will be posted with temporary parking, no parking and event parking signs. CSO's will commence signage posting on Tuesday, March 17 and will continue to monitor the signs and evaluate any needed changes through Wednesday. As discussed with the Snow Devils, town staff is recommending that production and posting of parking signage within the event perimeter be the responsibility of the Snow Devils starting with the 2010 event.
- Signage for handicap parking. The CSO's will post and remove this signage.
- Use of Town barricades and "Local Traffic Only" and "Detour" signage, including delivery and pick-up by Public Works personnel.

Last year this event was granted permission for additional closures due to the loss of parking in the Fair Grounds due to the large snow pile. The Police Department and Public Works Department indicated that these additional closure and parking permission worked very well. The applicant is seeking permission for these additional permissions again for 2020.

- Closing Snow King Avenue from Flat Creek Drive to King Street from 7:00pm on Wednesday through Sunday evening. This street would be utilized for trailer parking.
- Allowing overnight trailer parking in the parking lane on the south side of west Karns Avenue.
- Extending the existing "No Parking" permission on King Street from Karns to Kelly Avenue.

COMPREHENSIVE PLAN ALIGNMENT

This marks the 44th year that the Jackson Hole Snow Devils have hosted the World Championship Snowmobile Hill Climb Event. The event is coordinated by local volunteers and proceeds from the event are donated to local charities. This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

The application has been submitted for review and comment to all Town departments. The applicant will personally meet with Town staff prior to the event as in years past.

FISCAL IMPACT:

Direct income: $400 from malt beverage permit, $800 from exposition license. Parks and Recreation has indicated that direct income from the event is approximately $1,900 for the field rental, electric access and irrigation locates.

Costs include the services of on-duty Public Works employees for delivery/pickup of road signage and barricades. Two employees dropping off and picking up cones and barricades. Two employees for one hour of time total.

Costs to the Parks and Recreation include approximately 10 hours of staff time for a cost of $400. This includes administrative meetings, irrigation locates, delivery, set-up & pick up of bleachers.

Costs to the Police Department include on-duty and overtime personnel for event presence and posting/maintenance of no-parking signage and road closures. There will be approximately 150 hours of overtime paid at time and a half at a total cost of approximately $6150.00, most of which is funded through EUDL (an underage drinking grant). Last year, the Police Department utilized five officers each day plus additional officers in the evening throughout town to augment patrol staff. The total overtime count also includes three DUI enforcement shifts.

STAFF IMPACT:

Police Department and Public Works Department personnel will be impacted prior to and during the event as described above.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Snow Devils Letter to Town Council
Special Event application
Malt Beverage permit application
Temporary Sign permit application
Exposition License permit application
Snow Devils Event Map
Snow Devil's Contact List
Snow Devil's Emergency Action Plan
Teton County Prevention Coalition Proposal

RECOMMENDATION:

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

1. The applicant shall provide additional trash receptacles, recycling receptacles and dumpsters at all locations including the Home Ranch parking lot, in and around the Snow King area, Snow King parking lots and the Rodeo Grounds. Trash and recycling receptacles shall not be allowed to overflow and trash and recycling shall be properly removed from all areas.
2. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas at the site; parking is permitted only on paved surfaces.
3. The applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event. The applicant shall ensure all port-a-potties are placed on paved areas.
4. The applicant shall post a $500 damage/clean up deposit with the Parks and Recreation Department (732-5793) prior to the event, which shall be refunded or applied as determined by the department.
5. Applicant shall post a $200 utility deposit with Parks and Recreation prior to the event.
6. All Parks & Recreation fees shall be paid prior to the event.
7. Vendors shall not dump hot water or other liquids on the turf.
8. The secondary clean-up day will occur once the snow melts and prior to any other events held in the ballpark.
9. The applicant shall coordinate all set-up needs with the Parks and Recreation park manager (732-5793) at least ten days prior to the start of the event.
10. The applicant shall place plywood or other protective material in the pit area to prevent spills and damage to the turf.
11. The applicant shall coordinate road closures, detours and parking details with the Police and Public Works Departments at least one week prior to the start of the event. Additional barricades/signage shall be placed where determined by staff to prevent parking in red zones.
12. The applicant shall provide volunteers to be stationed at road closure barricades to check for event parking permits and to assist with traffic control and parking guidance at the Police Department's direction.
13. The applicant shall provide a sample of the parking permit for the event to the Town in advance for approval.
14. The applicant shall take all measures necessary to conduct the event in a safe manner, having a contingency emergency plan in place prior to the event.
15. The applicant shall provide to the Town in advance of the event an insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. The insurance must include alcohol liability.
16. The applicant shall have EMS staff on-site for medical emergencies during the event.
17. The applicant shall comply with all alcohol dispensing laws and regulations, including the prevention of sales to minors.

18. Volunteers shall be placed at the event exits to prevent spectators from leaving with open alcoholic beverage containers.
19. Beer may only be sold in cups previously approved by the Town of Jackson.
20. No more than 16 oz. of beer may be sold in a cup.
21. No more than two beers shall be sold to any person at any time.
22. No alcohol or food or other beverage shall be served in glass containers.
23. There will be no serving of alcohol to obviously intoxicated people.
24. The beer tent will open at 10:00 A.M. every day of the event. Jeff Toolson will close the beer tent approximately one half hour before the event is over but not later than 6:00 P.M.
25. Food service shall be coordinated with and approved by Teton County Environmental Health.
26. The applicant shall take measures to prevent theft from occurring at the site during overnight hours.
27. The applicant shall provide the name and phone number of a responsible person for each vendor booth for use in an emergency.
28. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
29. The applicant shall be responsible to obtain all permission necessary for the use of property noted in the application and attachments which are owned by a party other than the Town.
30. Parking is not permitted at or in any way blocking the Parks & Recreation maintenance facility, or in the Exhibit Hall parking area located across from the Fairgrounds.
31. The applicant shall ensure that the southwest entrance to the Rodeo Grounds is maintained at all times and that individuals with horse trailers are able to access their parking areas.
32. The applicant shall work with START to ensure that START pickup / drop off locations are not blocked by Hill Climb traffic.
33. If requested by the Chief of Police, Mark Hodges shall attend daily debriefing meetings with members of the Jackson Police Department.
34. Snow Devils will purchase recycling containers and ensure for the proper removal of both trash and recycled material.
35. Snow Devil Board Member cell phone numbers will be provided to the Jackson Police Department for use during the event.
36. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
37. A parking plan and enforcement of the plan will be required within the Rodeo Grounds parking areas.
38. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
39. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
40. Tents which can hold over 50 or more occupants must provide this the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
41. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
42. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
43. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

44. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
45. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
46. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
47. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
48. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
49. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
50. All no parking/Snow Devils reserved parking signage in the yellow, red, and orange areas depicted in the attached event map shall be produced, posted, and removed by the applicant. The Town will post the handicapped parking (blue areas) and all of the detour signage outside of the event perimeter.
51. No stakes shall be placed in Phil Baux Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.
52. All vehicles shuttling snow machine trailers to and from the Fairgrounds will be compliant with all posted speed limits.
53. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas along the sidewalk unless turf protection measures are in place and have been approved by the Parks Manager.
54. All individuals serving alcohol will have TIPS training and certification.
55. A post-snow, micro trash pick-up will take place before the set-up of the ECO Fair.
56. When moving snow at the base of Snow King, snow is to be pushed up the hill rather than being pushed down and deposited in the baseball field.
57. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.

SUGGESTED MOTION:

I move to approve the special event application made by the Jackson Hole Snow Devils for the World Championship Snowmobile Hill Climb 2020, subject to the conditions and restrictions listed in the staff report.

January 28, 2020

Town of Jackson &
Jackson Police Department
PO Box 1687
Jackson, WY 83001

Dear Officials:

The Jackson Hole Snow Devils are once again in the process of hosting the "World Championship Snowmobile Hill Climb". Date for this year's event are March 19 thru March 22, 2020. Preliminary setup will begin Monday March 16, 2020 and "post" event cleanup & tear down will be completed by the afternoon of Monday March 23, 2020. We are requesting a malt beverage permit, parking permits, noise ordinance exemption, use of Public Park, and street closure/detours as required by the Town of Jackson.

See the attached map for event parking, street closures, local traffic only & detour barricades. The map includes Race Trailer Parking/Event Staging, Vendor Parking, Handicap Parking and Emergency Vehicle Parking.

"No parking or standing" at the intersection of S Cache and Aspen Drive also S Cache and Pine Drive. This area is the designated drop off point for the shuttle system to get the competitors' snowmobiles transported safely to the pit area, preventing conflicts with spectators & vendors. The "No Standing" portion is directed towards spectators and safety issues of crowding the racecourse in case of a runaway sled.

All street closures and "Local Traffic Only" sections will provide and maintain an emergency/fire lane in case of an emergency.

We are once again requesting use of the Snow King Ball Field for vendor tents during the event. As in years past, the Jackson Hole Snow Devils will be responsible for any damage which may occur to the ballfield or Phil Baux park including sprinkler systems, fence repairs, turf damage, etc.

We are also asking permission to park vendor trailers partially on the sidewalk on Snow King Avenue from Cache to King for the purpose of a better fire lane.

A malt beverage permit is requested for dispensing beer. The location will be in the area of the base of Snow King Mountain and the ball field. *We would like to serve beer from 10:00 am to 6:00 pm each day of the event if possible.

An exemption of the noise ordinance is needed for the event, as snowmobilers climbing the mountain will be heard throughout the town.

An "Exposition Permit" is requested for vendors to sell their products at the event with sales tax being collected and turned into the State of Wyoming.

A sign permit is requested for temporary banners for Snow King Mountain and in the Snow King Ball Field.

These requests are being made of the Town of Jackson to meet requirements set out by the rules and regulations of the town.

Further questions or concerns may be directed to representatives of the Jackson Hole Snow Devils: Mark Hodges (President) 699-0450, Stevan Davis (Vice President) 690-5821, or Nan Coover (Secretary) 413-3599.

Thank you in advance for your continuing support as the Town of Jackson, Jackson Police Department, and Teton County in helping to make our event a great success.

Sincerely,

Mark Hodges

Mark Hodges
Jackson Hole Snow Devils, President

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: World Championship Snowmobile Hill Climb

Name of Organization: Jackson Hole Snow Devils

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

Mailing Address: PO Box 4276

City: Jackson State: Wyoming Zip Code: 83001

Name of Person Completing Application: Mark Hodges

Email Address: mail@snowdevils.org

Work Phone: 307-699-0450 Cell Phone: 307-413-3599

EVENT INFORMATION

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

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

Fundraising event to help non-profits in the community. Increase tourism during the winter

Location of Event: Snow King Mountain Alternative Location: N/A

Date(s) of Event: Thursday 3/19 - Sunday 3/22 Event Operating Hours: 7:30 am - 7:00

Event Set Up Begins Date: March 18, 2020 Time: 8:00 am

Event Clean Up Ends Date: March 23, 2020 Time: 6:00 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,000 - 5,000 Total Event: 12,000 - 15,000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

Will you be charging admission or a fee for your event? ☑ Yes ☐ No

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

Name: See attached list Cell Phone: _____

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
Please see attached letter/plan/map			

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

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

Please describe in detail your request:

Presence at the event. Help SD Volunteers & JH Security with race traffic & vendor

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☑ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request:_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request:_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

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

☐ Event Specific Shuttle(s)

Please describe in detail your request:_____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 8:00 am Finish Time: 7:00 pm

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 40 Number of ADA Accessible Portable Toilets: 6 - 7

If "No", please explain: _____

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 3/18/2020 Time for Drop Off: 8:00 am

Date for Pick Up: 3/23/2020 Time for Pick Up: 10:00 am

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

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

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

Please describe any sales activity at your event:

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

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

TRASH REMOVAL PLAN

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

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

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

How many trash receptacles will be supplied for your event? A lot

When will the trash receptacles be delivered? Wednesday 3/18/2020

When will the trash receptacles be picked up and removed from site? Monday 3/23/2020

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

Volunteers dump trash throughout the day. At the end of each day the dumpsters are emptied by Westbank Sanitation.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? Integrated Solid Waste & Recycling

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

When will these recycling receptacles be delivered? Wednesday 3/18/2020

When will recycling receptacles be picked up and removed from site? Monday 3/23/2020

Describe your plan for collection and removal of recyclable materials during your special event:
Same as the trash removal

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes ☐ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: eSigned via SeamlessDocs.com Mark Hodges Key: d006bb9c9987956c6be92b86b94d9294 _____ APPLICANT: Mark Hodges _____

Signature — Printed Name

DATE: 01/27/2020 _____ TITLE: President _____

Race Trailer Parking / Event Staging-

Vendor Parking-

Handicap Parking-

Emergency Vehicle Parking-

24-HOUR ALCOHOLIC BEVERAGE PERMIT APPLICATION

An application for authorization to sell or serve alcoholic beverages at an event under the temporary permit-type selected below.

Fee $_____

Date Pd:_____

APPLICANT.

Name of Person Requesting Permit:	please print Mark Hodges		
Organization:	Jackson Hole Snow Devils	Phone:	699-0450

EVENT INFORMATION. Complete the following information about the event.

Name of Event:	World Championship Snowmobile Hill Climb	Purpose:	
Held at:	business Snow King Mountain	List Date(s) and Hours that Alcohol will be Available:	Thursday March 19, 2020 -
Address:	location to be held at Snow King Ave		Sunday March 22, 2020 10:00 am -
Anticipated number of attendees at any given time:			6:00 pm

SELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit.

☐ **CATERING PERMIT** - *allow 3 days for processing*

$20.00 per day

For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.

This permit must be agreed to and authorized by a current retail or resort liquor license holder.

Name of Retail or Resort Liquor License Holder:

Authorized Signature: _____

Print Name: _____

☒ **MALT BEVERAGE PERMIT** - *allow 21 days for processing*

$50.00 per day

For the sale or serving of only malt beverages.

☐ **MALT BEVERAGE PERMIT FOR A MICROBREWERY** - *allow 21 days for processing*

Permitted Microbrewery Only

$50.00 per day

For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.

Authorized Signature: _____

Print Name: _____

☐ **MANUFACTURER'S OFF-PREMISES PERMIT** - *allow 21 days for processing*

Licensed Manufacturer Only

$50.00 per day

For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.

Authorized Signature: _____

Print Name: _____

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- Confirm age of participants by checking identification; ensure minors are not served alcohol.
- Complimentary alcohol is not available for self-service.
- Control pouring to curb overserving individuals.
- Prohibit participants from leaving the permitted location with alcohol.
- Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Mark Hodges 1/28/2020

Applicant's signature *Date*

Fax to Town Clerk 739-0919

Rev. JAN2020

Date: 1/27/2020

EXPOSITION LICENSE APPLICATION

Town of Jackson
PO Box 1687, Jackson, Wyoming 83001
Phone: (307)733-3932
Fax: (307)739-0919
www.townofjackson.com

Instructions: All information on both sides of this form must be fully completed. Failure to complete any item will delay the processing of your application. All payments shall be made at the time of application and shall be non-refundable, unless an application is denied. If the Town denies a business license application, the entire fee, less a $37.00 application fee will be refunded. An application for a business license must be submitted and approved by the Town before the business can begin operations.

Business/Organization Name: Jackson Hole Snow Devils
D/b/a: World Championship Snowmobile Hill Climb
Nature of Exposition:

Is the Business/Organization a:

- ☐ **Corporation** ☐ **Partnership** ☐**Sole Proprietorship**
- ☒ **Non-Profit Organization** *(If non-profit, please attach copy of 501(C) (3))*
- ☐ **Other Please explain:**

Physical Address of Expo:

Street: Snow King Avenue **No:**

Building: **City:** Jackson **State:** WY **Zip Code:** 83001

Date of Expo: 3/19/2020 - 3/22/2020
Time of Expo: 7:00 am - 7:00 pm

Business/Organization Physical Address:
Post Office Box: PO Box 4276
City: Jackson **State:** WY **Zip Code:** 83001
Business Phone Number: (307) 699-0450
Fax/email address: mail@snowdevils.org
WY Sales Tax Number:
Federal Employers ID Number:

*** List Information for all Owners/Officers/Partners* ***REQUIRED*** **(license will be DENIED if information incomplete)*

NAME AS IT APPEARS ON DRIVER'S LICENCE	Driver License #	State	Date of Birth	Phone
Mark Hodges, President	101907-822	WY	1/24/1967	699-0450
Steven Davis, Vice President	107946-303		6/3/76	690-5821
Nanette Cooper, Secretary	100954-205	WY	9/18/1965	413-3599

Additional Information: _____

_____

_____

Exposition license will:

☐ **be for my business/organization ONLY.**

☒ **include** 21+ **number of businesses or organizations. Attach list of ALL venders**

Business is:

☐ **a Sales Tax Collecting Business.**

☐ **a Non-Sales Tax Collecting Business.**

Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson?

☒ **Yes** ☐ **No If not, please explain:** In process

_____

Will a sign or banner be posted? ☐ **Yes** ☐ **No**

**** The above questions **MUST** be completed in order for you application to be processed.*

I, _____, do hereby swear and affirm the information I have supplied in this application is true and correct to the best of my knowledge. Further, I do hereby consent to the release of all medical, physical, criminal and any other information, including information of a confidential or privileged nature by any person(s) having such records for the purpose of checking my suitability to obtain the permit requested herein. I hereby release said persons, their organizations, and others from any liabilities or damage which may result from furnishing the requested information. A photocopy of this release is considered as valid as an original.

STATE OF WYOMING)
) §
COUNTY OF TETON)

SUSCRIBED AND SWORN TO BEFORE ME BY

this _____day of _____ 20____

_____
signature of applicant

_____
Printed name of applicant

WITNESS my hand and official seal

_____
Notary Public

Exposition License Fees

For Profit Businesses	Not For Profit Businesses
$100.00 *per day for any event with 5 or fewer vendors*	***$50.00*** *per day for any event with 5 or fewer vendors*
$200.00 *per day for any event with more than 5 vendors*	***$100.00*** *per day for any event with more than 5 vendors*

For Official Use Only – Please Do Not Write Below This Line

Zoning: ☐ **UC** ☐**UC2** ☐**UR** ☐**AR** ☐**AC** ☐**SR** ☐**R**
☐**BC** ☐**NC** ☐**NC2** ☐**OP** ☐**RB** ☐**BP** ☐**MHP**

Approving Department	Initials	Date Approved	Comments
Building Department			
Fire Department			
Planning Department			
Police Department			
Administration Department			

☐ **Application Approved**

Emergency Action Plan: World Championship Snowmobile Hill Climb 2020

In the event of an Emergency that takes place during the 2020 event, the following actions will take place in order.

- Notify Teton County dispatch of the Emergency.
- Notify the Primary Contact (Mark Hodges), Secondary Contact (Jeff Toolson)
- If the Emergency is of the medical nature, we will evaluate the condition of the patient(s) to determine whether we will take them to an ambulance, or have the ambulance come to the patient(s).

  If an ambulance is required to transport the patient(s), the meeting point will be determined by the proximity to the patient(s). The two meeting points will be (1) the Emergency Vehicle Parking area at the intersection of Snow King Avenue and South King Street or (2) the parking area near the Snow Devil cook tent at the end of South Cache. We will need to notify dispatch which location to direct the ambulance too.

- If the Emergency is of the nature that the event must be evacuated, the announcer (Glen Gillis) will be notified and given directions on what instructions to give the spectators via the PA system.

- In the event of a non-emergent situation that arises, both the Primary Contact and the Secondary Contact will be contacted. The Primary and Secondary will assess the situation to determine if law enforcement or another resource is needed.

  The meeting point for a non-emergent situation will be the parking area near the Snow Devil cook tent at the end of South Cache.

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

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

EVENT NAME:

Event Name: World Championship Snowmobile Hill Climb Physical Address of Event: Snow King Mountain

Description of Event: Snowmobile Hill Climb

Grand Opening _____ Yes _____ No _____

EVENT SPONSOR/APPLICANT: Name: Jackson Hole Snow Devils

Mailing Address: PO Box 4276 Phone: 307-699-0450

E-mail: mail@snowdevils.org ZIP: 83001

Jackson, WY 83001 Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Banners will hang

Physical Address: inside of the event

Dates of Display: 3/18/2020 - 3/22/2020

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

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.

Mark Hodges — 01/27/2020

Signature of Authorized Event Applicant — Date

Mark Hodges — President

Applicant Name Printed — Title

Contact Information

Primary Contact	Mark Hodges	699-0450
Secondary Contact	Jeff Toolson	690-0352
Announcer	Glen Gillis	208-339-2026
SD Board Member	Nan Coover	413-3599
SD Board Member	Stevan Davis	690-5821
SD Board Member	Aaron Todd	970-417-7711
SD Board Member	Todd Taylor	413-1914
SD Board Member	Katie Toolson	690-5283
SD Board Member	Judy Peters	690-1317
SD Board Member	Jordy Sperl	307-713-0054
SD Board Member	RJ Crosland	307-248-2411
SD Board Member	Mike Robertson	413-4200
SD Board Member	Dani Raver	413-1697

Proposal from the Teton County Prevention Coalition for the 2020 WC Hillclimb

Throughout the past several years, Curran Seeley Foundation, and in the last year the Teton County Prevention Coalition, have provided free, non-alcohol drinks at community events. These events have included The Ultimate Towner, JH Live Concerts, Million Pound Party and the JHMR Season Kickoff Party. Again and again people praise us for the efforts, and free drinks. Additionally it seems to spark a lot of conversation from people taking the free drinks about why this isn't at every community event and how this really helps promote
healthy alternatives for everyone.

- Community norms in resort towns can often promote unhealthy behaviors in regards to alcohol use.
- The 2018 Prevention Needs Assessment completed for the State of Wyoming showed that Teton County Youth saw adults intoxicated at community events far more often than other counties in the state.
- Community members who choose not to consume alcohol have a difficult time attending events where alcohol is prevalent and often just choose not to go at all.
- Attending a community event where there are alternatives to alcohol or a space where you aren't surrounded by the use of alcohol has proven to a positive draw for people and families
- Providing an alcohol free space challenges the "resort town" community norms but also allows those who want to indulge to do so and those who don't, a comfortable space to not indulge. This also provides a space for kids and families to have fun, be a part of the event and not be surrounded by alcohol.

We would like to propose a sponsorship. We would pay the King of Kings Sponsorship ($5,000 budgeted), in order to obtain a space at the Hill Climb that could be roped off, and be an Alcohol Free Zone. This would allow for kids, families, and adults who choose not to drink, a safe space to enjoy the sport. Free waters would be provided and soft drinks could be sold with proceeds going to a predetermined organization in the community. A few ideas are 4-H, or the Children's Museum. The space would be best placed at the base of the hill with a set of bleachers and a space for kids to slide down(my understanding is that this often occurs already, we would just be roping part of the area off.) As part of the sponsorship we would also receive the other benefits provided to sponsors, some of which we could raffle off throughout the weekend to those in the alcohol free zone. The announcer could promote the alcohol free zone as an alternative and we would have a banner hung on the back of the bleachers designating the alcohol free zone.

Members of Curran Seeley, the Snow Devils, and the Prevention Coalition could partner together to "man" the area, passing out waters, selling sodas and insuring that people respect the alcohol free space. We could also get local kids through Rotary Interact, Key Club, 4-H and other groups to help out with games for younger kids as well as selling sodas as part of their community service obligations. *Note, this would not be a day care, parents would have to be attending with their young children*

This Sponsorship would in no way attempt to take away from the vendors and sponsors that have been supporting the event for years, it would simply provide an alternative for all community members to enjoy the event away from the party scene.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Sandy Birdyshaw

MEETING DATE: February 18, 2020

SUBJECT: **Jackson Curbside Inc. Franchise Extension**

STATEMENT/PURPOSE
Franchise agreements are by ordinance and require the Mayor and Council's approval.

BACKGROUND/ALTERNATIVES
On November 4, 2019, the Town received a formal request for an extension of the current franchise agreement from Jackson Curbside Inc. The franchisee requests that the franchise be extended under the original terms of the agreement which allows for the collection and disposition of both recyclable refuse and compostable materials.

This franchise was initially issued in 1994 for a two-year term and has been extended in five-year terms. The current term expires April 15, 2020. In 2004, the franchise fee was amended from 5% to 2% for the purpose of reducing impacts on waste hauling and landfill operations and to reflect the value of recycling to the Town's waste reduction efforts.

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

1. Approve the associated ordinance during tonight's meeting. (This would allow for third reading during the March 16, 2020 meeting and publication of the ordinance on March 18, 2020, such that the ordinance would be effective prior to the April 15, 2020 franchise expiration). Staff has placed the associated Ordinance on tonight's meeting agenda to make this option possible with the consent of the Mayor.
2. Discuss the issue and request further specific changes to the franchise agreement such that the ordinance can be presented for first reading on March 2, 2020.
3. Continue discussion of the issue until the March 2, 2020 meeting to further flesh out concerns or for staff to provide further information.
4. Take no action and allow the franchise agreement to expire.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT
Jackson Curbside provides a key role in collecting and disposing of recyclable refuse and compostable materials properly. This franchise aligns with *Policy 2.5.b: Manage our waste stream for sustainability*, by helping to minimize the amount of solid waste directed to landfills by making it easy for residents to recycle and dispose of compostable materials. Strategy 2.5.S.2 states *Increase awareness and opportunities for recycling, reuse, and composting, including communitywide curbside recycling*.

STAKEHOLDER ANALYSIS
The stakeholders involved include the Town Council, the Franchisee and employees thereof, community members utilizing this service, and Teton County Integrated Solid Waste and Recycling.

FISCAL IMPACT
Jackson Curbside Inc. currently pays a 2% franchise fee based off of gross revenue. The Town collected franchise fees of $ 2,000.35 in FY2019 from the franchisee, and $3,748.96 in FY2018.

Additionally, there will be a fiscal impact upon passage of the third reading of the ordinance for associated publication requirements. The publication cost of ordinances in general is estimated to be $400 to $800 depending on the length of the ordinance.

STAFF IMPACT

The staff impact is minimal and mostly complete at this point. The Town Attorney spent three hours reviewing and updating the Franchise Agreement.

LEGAL REVIEW

Ongoing as Needed.

ATTACHMENTS

Extension request, current franchise agreement, and draft Ordinance N.

RECOMMENDATION

Staff recommends that Council approve Ordinance N as presented at first reading during the Ordinances portion of tonight's meeting.

SUGGESTED MOTION

Should Town Council be ready to provide direction, staff recommends the following motions:

For Consent Calendar item: I move to consider Ordinance N granting Jackson Curbside Inc. a franchise for the collection and disposition of recyclable refuse and compostable materials during the Ordinances portion of tonight's meeting.

For Ordinance item: I move to approve Ordinance N at first reading.

From:	Jackson Curbside Recycling
To:	Sandy Birdyshaw
Subject:	Franchise Renewal Request for Jackson Curbside Inc
Date:	Monday, November 4, 2019 10:10:12 AM

To Mayor Muldoon and the Jackson Town Council:

The franchise agreement for Jackson Curbside Recycling is scheduled for renewal in mid-April of 2020. At this time, I would like to respectfully request that this franchise be extended for another 5-year period under the same terms as our existing agreement.

This summer, we celebrated 25 years in business since collecting our first official load of recyclables. We are grateful for all of the support you have given our small business over all of these years, and we look forward to continuing to provide our services to this community!

Most sincerely,

Kelly French
Owner
Jackson Curbside Inc

733.8559

ORDINANCE 1086

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Grant of Authority. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2. Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

(1) Recyclable Refuse. "Recyclable refuse" shall mean paper, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.

(2) Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

(3) Compostable Materials. "Compostable materials" shall mean all organic and non-organic waste which is accepted by the composting facility.

Section 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for

the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a recyclable refuse and compostable materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 7. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 8. Conduct of Work. Grantee, his employees or agents, engaged in the collection of-recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any recyclable refuse or compostable materials but must haul all recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of recyclable refuse and compostable refuse that no spillage occurs and that the recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 9. Liability for Expense,. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said recyclable refuse and compostable materials collection fees or charges.

Section 10, Termination; Right of Town to Carry on Work; Damages. It is further agreed that should-Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30)day period the Grantee cures the failure or refusal to comply.

Section 11, Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars ($1,000.00).

Section 12. Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring recyclable refuse and compostable materials collection services.

Section 13. Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 14. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of recyclable refuse and compostable materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate

the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Section 15. Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 16. Binding Effect. This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 17. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 18. Pick-Up Locations. Recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 19. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given affect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 20. Ordinances Re-pealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 21. Effective Date. This Ordinance shall become effective from and after the date of its passage.

PASSED 1ST READING THE 2ND DAY OF MARCH, 2015.
PASSED 2ND READING THE 16TH DAY OF MARCH, 2015.
PASSED AND APPROVED THE 13TH DAY OF APRIL, 2015.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC

BY: Kelly L. French

TOWN OF JACKSON

Sara Flitner, Mayor

ATTEST:

THE TOWN OF JACKSON INCORPORATED TETON COUNTY, WYO. SEAL

Olivia Goodale, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON)ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance 1086 was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the 15th day of April, 2015.

I further certify that the foregoing Ordinance was duly recorded on page 169 of Book 7 of Ordinances of the Town of Jackson, Wyoming.

Olivia Goodale, Town Clerk

ORDINANCE N

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Jackson Curbside Inc ("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" or "Town"), 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 franchise 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 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.

Paragraph 1. Grant of Authority. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

A. Recyclable Refuse. "Recyclable refuse" shall mean all recyclable materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center.

B. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

C. Compostable Materials. "Compostable materials" shall mean all organic and non-organic waste which is accepted by the composting facility.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 6. 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.

Paragraph 7. Books and Records. 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. 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.

Paragraph 8. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a Recyclable Refuse and Compostable Materials collection service in the said Town for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees for such Recyclable Refuse and Compostable Materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Recyclable Refuse and Compostable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Recyclable Refuse and Compostable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 10. Conduct of Work. Grantee, his employees or agents, engaged in the collection of-Recyclable Refuse and Compostable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of Recyclable Refuse and Compostable Materials and the receptacles containing the same. Grantee may not burn any Recyclable Refuse and Compostable Materials but must haul all Recyclable Refuse and Compostable Materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of Recyclable Refuse and Compostable Materials that no spillage occurs and that the Recyclable Refuse and Compostable Materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of Recyclable Refuse and Compostable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. 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 franchise granted herein. 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.

Paragraph 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Recyclable Refuse and Compostable Materials collection fees or charges.

Paragraph 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 14. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring Recyclable Refuse and Compostable Materials collection services.

Paragraph 15. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 16. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Recyclable Refuse and Compostable Materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Recyclable Refuse and Compostable Materials within the corporate

limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Paragraph 17. Enforcement. In the event the Franchising Authority 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.

Paragraph 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 19. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise agreement.

Paragraph 20. Pick-Up Locations. Recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Paragraph 21. 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:

Jackson Curbside Inc.
Attn: Kelly French
P.O. Box 10645
Jackson, WY 83002

Paragraph 22 Miscellaneous Provisions.

A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
B. 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.
C. 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.
D. 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.
E. Controlling law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
F. 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.

G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.

H. 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.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC.

_____
Kelly L. French

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

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 __, 2020.
PASSED 2ND READING THE __ DAY OF __, 2020.
PASSED 3RD READING AND APPROVED THE __ DAY OF __, 2020.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ 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

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works **PRESENTER**: Brian Lenz, Town Engineer

MEETING DATE: February 18, 2020

SUBJECT: **Request for Council Approval to award a contract for construction of the TOJ Project 20-10: Center Street Water Main Replacement Project**

STATEMENT/PURPOSE

The purpose of this item is to obtain approval for the award of contract for the construction of the 2020 Center Street Water Main Replacement Project between Broadway and Gill.

BACKGROUND/ALTERNATIVES

The Town of Jackson's Water Main Improvement Projects have been in place for many years to address areas within our existing water system that have reached their life span and are in need of being upgraded to current construction standards. The 2020 Center Street Water Main Replacement Project will replace old and undersized water mains on Center Street between Broadway and Gill.

The proposed project generally consists of installation of approximately 750 lineal feet of 8-inch water main with services, paving, concrete, and surface restoration, and abandonment of the existing waterline on Center Street between Broadway and Gill Avenues. The project is scheduled to run from April 1 and be completed by June 12, 2020.

The project was advertised in the JH News & Guide Weekly for 2 weeks beginning on January 8th, 2020.

The town received construction bids for the project on February 6, 2020. Four bids were received.

1. **Westwood Curtis Construction, Inc. of Jackson, WY** **$ 363,519.00**
2. **C.M. Owen Construction, LLC of Victor, ID** **$ 440,250.00**
3. **MD Landscaping & Excavation, Inc. of Driggs, ID** **$ 545,735.00**
4. **Western Municipal Construction of Wyoming, Inc.** **$ 745,654.10**

This project also will include a Public Art component, in keeping with Council's May 6, 2019 acceptance of the Public Art Plan which included direction to incorporate art into capital projects. Jackson Hole Public Art intends to commission artists, oversee printing, install, and uninstall a mesh banner that will cover the construction wall/fence during water line construction. Total cost of the public art component is approximately $8,000.

Options for council to consider are:

- Approve to award the contract of the 2020 Center Street Water Main Replacement Project as presented and authorize funding for the project
- Reject all bids for Replacement of the Center Street Water Main Project and rebid at a later date
- Other

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan and helps to fulfill the goal to provide municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

STAKEHOLDER ANALYSIS

Center Street Water Main Project between Broadway and Gill stakeholders include property businesses along the project route during construction and Public Works Water Maintenance Staff who maintain and operate the water system. Community outreach had begun with face to face introductions, project explanations and the gathering of contact information for all the businesses along Center Street and Broadway. There will be open communication with all businesses via notification letters, email updates and a pre-construction meeting detailing the construction phase schedule. The project will benefit the community and Town water maintenance staff by installation of adequately sized and new water main that will function properly.

FISCAL IMPACT

The project will be funded with the FY2020 Capital Water Funds, including $100,000 that will be transferred via budget amendment from the Upper Snow King Estates Water Main project that was finished under budget.

STAFF IMPACT

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 10 to 20 hours/week of Public Works staff time shall be required if the contract is awarded and staff is directed to proceed with construction as scheduled.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

None

RECOMMENDATION

That the Town Council approve the award of the contract for the 2020 Center Street Water Main Replacement Project between Broadway and Gill to Westwood Curtis Construction, Inc. of Jackson, Wyoming in the amount of **$363,519.00** and authorize funding for survey, construction, and construction administration for the project.

SUGGESTED MOTION

I move that the Town Council approve the award of the contract for the 2020 Center Street Water Main Replacement Project between Broadway and Gill to Westwood Curtis Construction, Inc. of Jackson, Wyoming in the amount of **$363,519.00** and authorize funding for survey, construction, and construction administration for the project.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works **PRESENTER**: Brian Lenz, Town Engineer

MEETING DATE: February 18, 2020

SUBJECT: **Request Council Approval to award a contract for construction of the TOJ Project 20-13: Cache Creek Tube Phase 2C Project**

STATEMENT/PURPOSE

The purpose of this item is to obtain approval for the award of the contract and approve financing for construction of the Cache Creek Tube Phase 2C stormwater project.

BACKGROUND/ALTERNATIVES

Staff seeks Council approval for the award of a contract for construction services relating to the Cache Creek Tube Phase 2C stormwater project. The Project generally consists of installation of approximately 660 linear feet of 48" storm sewer mainlines, concrete storm sewer structures, curb inlet catch basins, 12" and 18" stormwater branch piping, approximately 350 linear feet of sewer mainline, sewer manholes, water line relocation, asphalt, concrete, and vegetative surface restoration, and all other incidentals required to complete the installation of the Cache Creek Tube Phase 2C in the vicinity of East Deloney Avenue, North Willow Street, and East Broadway Avenue in Jackson, Wyoming. The project also includes the addition of two storm inlets on South Willow St. just south of the intersection with Broadway that will minimize the amount of runoff that flows to the East Broadway Ave. inlets in front of the Kismet rug store; an area that has been subject to flooding in the past. The proposed sewer work is to lower the sewer to accommodate a lower elevation of the storm sewer for improved stormwater conveyance.

The existing Cache Creek Tube stormwater main conveys the Cache Creek Ditch and collects stormwater run-off between Cache Creek Drive to Flat Creek through Town. The existing stormwater main is comprised of various pipe materials and in its current alignment, the Cache Tube crosses/encumbers several private properties. See **FIGURE 1** below for more information on Phase 2C and the entire proposed realignment and phases. Remaining phases of the tube construction will be coordinated over the next 3-4 years based on available budget, other projects proposed along the route, and other buried utility relocation plans. The intent of the complete project is to relocate the infrastructure to land owned by the Town, improve drainage, and provide stormwater treatment prior to discharge to Flat Creek.

The project construction schedule generally runs from April through July 2020, starting in FY20 with the majority of the work being done in FY20. Construction staging for the project will be located on Bruun St. and in the charter bus pullout along North King Street. Traffic control will be coordinated with START and Fire EMS.

The project was advertised in the JH News and Guide for two weeks beginning January 15th, 2020. The Town received construction Bids for the project on February 6th, 2020. Three bids were received.

CONTRACTOR	Phase 2C
Westwood Curtis Construction, Inc.	$524,602.00
C.M. Owen Construction, Inc.	$630,600.00
Western Municipal Construction of Wyoming, Inc.	$915,190.00

Jorgensen Associates provided the design engineer's estimate of $588,315.00. Note that Westwood Curtis Construction, Inc. was also the low bidder for the Center Street Water Main Replacement Project. Town staff has confirmed with the contractor that they have adequate capacity to complete both projects on the proposed schedules, weather permitting.

Options for council to consider are:

- Approve to award the contract of the Cache Creek Tube – Phase 2C as presented and authorize funding for the project
- Reject all bids for Cache Creek Tube – Phase 2C and rebid at a later date
- Other

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship.

- *Principle 1.2*: Preserve and Enhance Water and Air Quality
    - Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
    - Policy 1.2.b: Require filtration of runoff
    - Policy 1.2.c: Monitor and maintain water quality
- *Strategy 1.2.S.2*: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under Common Value #2- Growth Management.

- *Principle 3.3*: Manage growth predictably and cooperatively
- *Principle 3.5*: Manage local growth with a regional perspective
- *Principle 4.4*: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood [negative impact – channelizing the creek takes an environmental amenity away from the public because it is no longer seen or experienced in the Town setting.]

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life.

- *Principle 8.1*: Maintain current, coordinated service delivery
- *Principle 8.2*: Coordinate the provision of infrastructure and facilities needed for service delivery

STAKEHOLDER ANALYSIS

Stakeholders include property owners and businesses along the project route during construction activities, the community served by the storm sewer, and Public Works Staff who maintain and clean the storm sewer system. Construction impacts to businesses and the community will include road closures and START Bus route changes and will require alternate routes and access for travelers. Ultimately, the completed project will improve the storm sewer collection system, will incorporate stormwater treatment structures and will remove the storm sewer collection main from private property.

FISCAL IMPACT

The stormwater portion of the project will be funded with the FY20 Capital Stormwater Improvements funds, including $100,000 that will be transferred via budget amendment from the Powderhorn Lane Stormwater Treatment project that was finished under budget and with funding from the Teton County Conservation District.

The sewer portion of the project will be funded by FY20 Sewer Capital in the amount of $150,000 in funds that will be appropriated by a budget amendment. At the time of budget approval, the design work on this phase of the Cache Tube was not complete and the extent of the sewer work was not known.

STAFF IMPACT

Construction phase coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 5-10 hours per week of public works staff time shall be required if staff is directed to award the contract and proceed with construction as proposed.

Long term maintenance will involve adding to the current work load for yearly inspections and cleaning of the stormwater main, performed by Town of Jackson staff or by a contractor. The proposed alignment should create better efficiencies for this work by locating the infrastructure within the right-of-way and bypassing problematic sections of storm sewer.

LEGAL REVIEW

Ongoing, as needed.

ATTACHMENTS

FIGURE 1: Proposed Cache Creek Tube Realignment phases

RECOMMENDATION

Staff recommends that Town Council approve the use of FY20 funds to award in full the contracts for construction of the Cache Creek Tube – Phase 2C Project to Westwood Curtis Construction, Inc. in the amount of $524,602.00, and authorize funding for survey, testing, construction, and construction administration for the project.

SUGGESTED MOTION

I move to approve the award of the contract for the Cache Creek Tube – Phase 2C to Westwood Curtis Construction, Inc. of Jackson, WY in the amount of $524,602.00 and authorize funding for survey, testing, construction, and construction administration for the project.

FIGURE 1: Proposed Cache Creek Tube Realignment phases. The red box and arrow call attention to the Phase 2C location.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works **PRESENTER**: Brian Lenz, Town Engineer

MEETING DATE: February 18, 2020

SUBJECT: **Request Council approval for the construction of TOJ Project 20-15: 2020 Spring Patching and Overlay.**

STATEMENT/PURPOSE

The purpose of this item is to obtain approval to award the contract for the construction of the 2020 Spring Patching and Overlay Project.

BACKGROUND/ALTERNATIVES

The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. The focus of the patching program has been to address the areas of concern on the roads which will receive chip seal treatment, in addition to those locations where potholes and major deterioration are occurring elsewhere within Town, and especially in higher traffic locations. Overall this approach is being carried out, in combination with our annual crack sealing efforts, to provide a well-maintained roadway network at an affordable cost.

The Patching portion of the project involves mechanical milling of the roadway surface to a depth of 3-inches (including further excavation and placement of base course if necessary) and a minimum of 5-feet in width, compaction of subbase if necessary, tacking of edges, patching with hot mix asphalt (HMA) laid down by a machine if possible, and rolled with a vibratory/static roller.

The Mill and Overlay portion of the project involves mechanical milling of the roadway surface to a depth of 2-inches over approximately 60,000 square feet. The project cost shall include grinding/milling, traffic control, cleanup, stockpiling, and removal/disposal of ground bituminous pavement material. The work is required to be performed between April 15th and May 29th, 2020.

Patching locations are throughout Town and determined in the spring after the snow and ice have melted. There is a focus to patch roads slated for chip seal projects.

Milling and overlay is proposed for Pearl Avenue from west of Jackson street to Broadway and South Millward Street from Pearl to Hansen.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 22nd, 2020.

The Town received construction Bids for the project on February 11, 2020.
A total of three bids were received.

1. C.M. Owen Construction, LLC, Victor, ID **$ 243,000**
2. Evans Construction Company, Jackson, WY $ 318,865
3. Knife River Corporation, Idaho Falls, ID $ 379,940

C.M. Owen Construction, LLC of Victor, ID was found to be the lowest responsive bidder.

The Jackson Town Council has two options to consider and proceed with:

- Approve the contract of the 2020 Spring Patching and Overlay Project
- Place the 2020 Spring Patching and Overlay Project on hold by denying the contract
- Other

COMPREHENSIVE PLAN ALIGNMENT

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life, Section 8 - Quality Community Service Provision.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
  - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- *Principle 8.2* - Coordinate the provision of infrastructure and facilities needed for service delivery
  - Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- *Strategies:*
  8.1.S.3: Identify critical services and services requiring redundancy in service provision.
  8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

STAKEHOLDER ANALYSIS

All residents, businesses, and visitors benefit from well-maintained roads.

FISCAL IMPACT

The project will be funded with the FY 2020 Annual Street Reconstruction budget.

STAFF IMPACT

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 5-10 hours/week of Public Works staff time shall be required the month prior to construction and 20 hours per week during two to three weeks of construction.

LEGAL REVIEW

Ongoing, as needed.

ATTACHMENTS

None.

RECOMMENDATION

That the Town Council approve award of the construction contract to C.M. Owen Construction, LLC, of Victor, ID in the amount of $243,000.

SUGGESTED MOTION

I move to approve the award of the 2020 Spring Patching and Overlay Project to C.M. Owen Construction, LLC, of Victor, ID in the amount of $243,000.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works **PRESENTER**: Jeff Silliman

MEETING DATE: February 18, 2020

SUBJECT: **P20-003:** ENCROACHMENT AGREEMENT WITH NEWJACK LLC., FOR PROPERTY LOCATED AT 645 SOUTH CACHE STREET – Temporary Soldier Pile Shoring Wall Within the Public Right-of-Way.

STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner NewJack, LLC for a proposed temporary shoring wall that extends approximately 4-feet into the Town right-of-way for 80-feet along the west side of South Cache at 645 South Cache Street, legally known as Lot 11, Blk 4, Karns-2.

LOCATION

NewJack LLC. is the owner of property described as 645 South Cache St. (please see the following vicinity map).

BACKGROUND/ALTERNATIVES

The subject property is located within the Town of Jackson Lodging Overlay, Commercial Residential-1 (CR-1) zoning district, which allows for a 0-foot setback on the primary street.

The property was formerly occupied as a restaurant and bar, the existing structure is being redeveloped into a mixed-use building including offices and two residential units. The new building form consists of three stories above grade and a basement with addition and renovations occurring on all stories. Specific to this project and the allowed setbacks, a temporary shoring wall is proposed along the east addition within the Town's right-of-way. Designed to temporarily support the excavation during construction of the foundation walls for the addition, a soldier pile wall is proposed to be installed approximately 4-feet east off the new building foundation under the public sidewalk. The temporary shoring wall materials consist of Soldier Piles (I-Beams) which will be placed into 30-inch diameter borings and backfilled with lean mix concrete, and 3-inch wood lagging. The shoring will be installed to match existing grade and then any structure within fifty-four inches of the surface must be removed and the remaining structure will no longer function as a retaining structure. The exposed height of the shoring wall within the excavation will be 10-feet 8-inches maximum and barricades will be placed for pedestrian protection. The application was approved by staff with conditions documented in the Recommendations section of this staff report.

STAKEHOLDER ANALYSIS

Included are the residents and visitors to the Town of Jackson and the applicant/business owner. The Town Council is the final decision maker on all policy decisions regarding the public right-of-way.

FISCAL IMPACT

None.

STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

LEGAL REVIEW

The legal review is ongoing as needed.

ATTACHMENTS

Proposed Encroachment Agreement.
Application for encroachment.

RECOMMENDATION

Staff recommends approval of the Encroachment Agreement between the Town of Jackson and NewJack LLC to allow a temporary shoring wall to encroach into the Town's South Cache Street public right-of-way, subject to the following conditions:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. Remove any components of the shoring system located on the surface or within fifty-four (54) inches below the surface.
5. Submit shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming.
6. The shoring system may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right of way or any utilities located therein following completion of construction of the proposed building.
7. Prior to Engineering Final Inspection provide Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

8. In accordance with Town of Jackson Land Development Regulations 8.2.11, post a financial assurance that required construction or installation of improvements, performance of duties, or other financial duty is completed following the issuance. The financial assurance shall be at least 125% of the cost to complete the improvements, implement the plan, or complete other work approved as part of the permit or approval.

SUGGESTED MOTION

I move that the Town Council approve the Encroachment Agreement between the Town of Jackson and property owner NewJack LLC subject to the recommended conditions, upon approval and with any minor changes required by the Town Engineer and Town Attorney, and authorize the Mayor to execute the agreement.

TOWN OF JACKSON
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement"), by and between NewJack LLC, with an address of PO Box 11803, Jackson, WY, 83002, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," provides as follows:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 645 South Cache Street

Location: Lot 11, Block 4, Karns-2, Jackson

PIDN: 22-41-16-33-1-38-007

WHEREAS, the Town is the owner of that certain public right-of-way known as South Cache as shown on Plat no. 0128, which public right-of-way adjoins Encroaching Party's property;

WHEREAS, the Encroaching Party shall encroach in a portion of the above-noted public right-of-way as set forth in Exhibit A, attached hereto and made a part hereof, for:

> Generally described as a Soldier Pile Wall that extends approximately 4-feet into the Town right-of-way for 80-feet along the west side of South Cache as shown in detail on approved Building Permit B19-0854 plans, (hereinafter "Encroaching Property").

WHEREAS, on [Date of Town Council Meeting for approval] the Jackson Town Council voted to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and Town Engineer with the following conditions:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. Remove any components of the shoring system located on the surface or within fifty-four (54) inches below the surface.
5. Submit shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming.
6. The shoring system may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any utilities located therein following completion of construction of the proposed building.
7. Prior to Engineering Final Inspection provide Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

8. In accordance with Town of Jackson Land Development Regulation 8.2.11, post a financial assurance that required construction or installation of improvements, performance of duties, or other financial duty is completed following the issuance. The financial assurance shall be at least one hundred and twenty-five percent (125%) of the cost to complete the improvements, implement the plan, or complete other work approved as part of the permit or approval.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT:

In consideration of Encroaching Party's payment to the Town of the sum of five thousand five hundred dollars ($5,500.00 at $500.00 per soldier pile) (the "Removal Payment"), which amount shall be nonrefundable and shall be available for use by the Town for any purpose, the Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the above-noted Town right-of-way and to encroach and rest within the subsurface of the Town right-of-way, it being acknowledged and agreed that such subsurface use constitutes a use of the Town right-of-way area for a purpose not inconsistent with the Town of Jackson Land Development Regulations. Encroaching Party hereby acknowledges and agrees that (a) all of the shoring system within fifty-four (54) inches of the surface shall be removed prior to backfill of the building foundation; (b) any portions of the shoring system remaining after the removal required in subsection (a) (the "Remaining Shoring System") shall be non-functioning; (c) any of the Remaining Shoring System within ten (10) feet of the surface shall be removed with the Removal Payment; (d) the Remaining Shoring System may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any utilities located therein following completion of construction of the building on Encroaching Party's property; and (e) any additional costs incurred by the Town as a result of the presence of the Remaining Shoring System installed by or on behalf of Encroaching Party will be borne by the Town or Utility in consideration of the Removal Payment made as described above. Completion of construction of said building shall be deemed to have occurred upon issuance of certificates of occupancy for the building or for any of the individual units within the building.

The Encroaching Party shall submit to the Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property

of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

4. RELEASE OF CLAIMS:

Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town right-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town. In elaboration of the foregoing, Encroaching Party hereby expressly authorizes the Town, acting through its contractors and agents, to disturb, damage or remove the Encroaching Property in connection with the above-described work activity at any time following completion of the building being constructed on Encroaching Party's property. Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from disturbance, damage or removal of the Encroaching Property by Town or its agents, including, without limitation, any of the foregoing that may result in instability of the building being constructed on Encroaching Party's property or any of the appurtenances thereto, except to the extent the same is caused by the malicious or negligent acts or omissions of the Town or its contractors.

5. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

6. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both parties hereto and their respective successors and assigns in ownership.

7. TERM OF AGREEMENT:

This instrument and all the covenants contained herein shall remain in force and effect until such time as the Encroaching Property in excess of the removal specified and agreed upon in Section 2 is removed partially or in its entirety. Removal of Encroaching Property, or any portions thereof, shall be based on

legitimate municipal interests, including but not limited to the Town's need to use additional right-of-way. Following completion of the building being constructed on Encroaching Party's property as defined in Section 2, no notice of removal is required. Upon extension, removal, or destruction of the Encroaching Property partially or in its entirety, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

8. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

10. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

11. BINDING EFFECT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

12. RECORDING:

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

13. GOVERNING LAW AND FORUM:

This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of

any party by virtue of which party drafted it or any portion thereof.

14. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

15. SOVEREIGN IMMUNITY:

The Town of Jackson does not waive its sovereign immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Encroachment Agreement.

16. WAIVER:

A waiver by the either party regarding the breach of any of the provisions of this Water Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT:

The Parties agree that this Agreement reflects the entire agreement between the Parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the effective date of this agreement is [Day Month Year].

[*signatures follow on next page*]

ENCROACHING PARTY

By:_____

Print Name:_____

Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its property owner this____day of_____, 2020.

Witness my hand and official seal.

_____
Notary Public

My commission Expires:

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

By: _____
Pete Muldoon, Mayor

Date: _____
ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon and Sandra P. Birdyshaw, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

_____
Notary Public

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Pathways **PRESENTER**: Brian Schilling – Pathways Coordinator

MEETING DATE: February 18, 2020

SUBJECT: Consideration of Approval of Transportation Alternatives Program Agreement with WYDOT for Scott Lane/Maple Way Bike/Pedestrian/ADA Improvements

STATEMENT/PURPOSE

Consideration of the FY2020 Transportation Alternatives Program (TAP) sub-recipient agreement with WYDOT for a planning funding award of $100,000 to design ADA/pedestrian/bike improvements on Scott Lane and Maple Way. TAP funding requires a 20% local match so the Town of Jackson is responsible for $20,000 of the project cost.

BACKGROUND/ALTERNATIVES

The Transportation Alternatives Program (TAP) is a federal funding program administered through WYDOT for off-system enhancement projects (bicycle and pedestrian facilities, streetscape and ADA improvements, and other projects that enhance transportation access). TAP funding is distributed on a reimbursement request basis, with a 20% local match required for all approved funds.

In July 2019 the Town of Jackson applied for and was awarded $100,000 through TAP exclusively for the planning and design (see program description below and attached grant application for more detail) of ADA/pedestrian/bike improvements on Scott Lane and Maple Way between Snow King Ave. and Elk Run Lane (see the Project Area Map and Description attachment). The Town was awarded the grant.

If the Town Council wants to accept these funds, it must approve the Sub-recipient Agreement provided by WYDOT that governs the responsibilities of the Town of Jackson and WYDOT and other requirements tied to using the funds. The main items for consideration in approving this agreement are:

1. **Project timeline**: Per the agreement, the TAP funds must be used by December 31, 2022. Since this is a planning/design award, this means that the Town must produce construction documents by the end date (not concept or sketch-level products). Although not mentioned in the agreement, the TAP program also has a requirement for planning awards to complete construction of the project within 10 years of the initial funding award, meaning the work must be completed by spring 2030. If the planning or construction is not completed, the Town would have to refund all award TAP funds it spent. Note: the timeline may be extended in the event of unusual or unexpected project delays.

2. **Project overlap**: A special consideration for this project area is that there is a long-standing plan to explore a street realignment between Scott Lane and Maple Way as well as utility work between Snow King Avenue and Maple Way. This work is in the CIP for FY2025, which actually may line up well with the proposed ADA/bike/pedestrian improvements this funding will be used to plan and design. However, if the two projects are deemed incompatible, it would not be advisable to accept the TAP funding. The consensus of Town staff from Public Works and the Planning Department is that it will be possible to use the TAP funding either in conjunction with or independently of other planned projects in the area. Staff also has discussed that the ADA/pedestrian/bike improvements would likely be in use for a minimum of several years before any realignment work is done, and that some areas in the project corridor would not be impacted by realignment.

3. **Federal requirements**: The inclusion of federal funding in this grant triggers compliance with the National Environmental Policy Act and other contracting requirements. Pathways staff has experience working with TAP and other federal funding on past projects and has successfully complied with these requirements. Some of the requirements (such as Davis-Bacon labor rates and "Buy America" clauses)

can have impacts on project costs, but usually this is not a significant impact and is not expected to be a significant impact on this project.

4. **Consultant selection and design review**: The TAP grant requires the Town to follow the WYDOT consultant services policy, which Council approved last year when it approved the grant application, and for WYDOT to approve the proposed design. Staff has extensive experience with the consultant selection process and working with TAP funding.

5. **Budgeting**: The TAP program provides reimbursement funding, not up-front funds. Thus, the Town must budget for the full amount of the project cost ($100,000) and then submit reimbursement requests to WYDOT for up to 80% of the grant award ($80,000 federal funding). There is a lag between incurring expenses and getting reimbursed, so the budget would have to be able to absorb the full amount of those expenses temporarily. TAP projects are eligible for a total of $400,000 in funding ($320,000/$80,000 federal/local), so this project would be eligible in future years for receiving additional funding for construction.

COMPREHENSIVE PLAN ALIGNMENT

The project is specifically mentioned as a high priority project in the Comp Plan, and aligns with numerous Comp Plan policies and goals, including:
Policy 7.1.c: Increase the capacity for use of alternative transportation modes
Policy 7.1.d: Discourage use of single occupancy motor vehicles (SOV)
Policy 7.1.e: Coordinate transportation network decisions
Policy 7.2.a: Create a transportation network based on "complete streets" and "context sensitive" solutions
Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

- Upgrade Snow King – Maple Way

The project area is also included in the Integrated Transportation Plan and the Pathways Master Plan.

STAKEHOLDER ANALYSIS

In addition to the general public and residents in the project area, stakeholders in the planning and design for this corridor will include START Bus, Fire/EMS/Police, and other users of the Snow King/Scott/Maple Way corridor such as the School District. Cyclists, pedestrians, and ADA advocates will also be consulted. Additional internal stakeholders are the Public Works Department, specifically Engineering and the Streets team, and the Planning Department.

FISCAL IMPACT

The full cost of the planning and design work would need to be budgeted in the FY21 budget. The Town would be eligible to be reimbursed 80% of eligible costs (up to $80,000). Anything beyond $80,000 of the eligible design costs would be entirely the responsibility of the Town. In the event that the Town does not implement the planned improvements within 10 years, the Town could be obligated to reimburse the full amount of any grant monies to WYDOT. In July, 2019, the Town Council agreed to these conditions and approved a minimum of $20,000 for this TAP project by Council Resolution 19-16.

STAFF IMPACT

Pathways and Public Works staff would be the most involved in the project and would lead the consultant selection and project management. Depending on the complexity of the design, this will require 40-80 hours of Pathways staff time and 20-40 hours of Engineering Division time over the next year. Additionally, Planning, START, Streets, Fire/EMS and Police personnel would be involved in planning and design review at a lesser time commitment, likely in the range of 2-3 hours for each department. Legal review and support are likely to be needed for multiple portions of the process.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

1. Project Area Map and Description
2. Council Resolution 19-16
3. TAP Sub-recipient Agreement

RECOMMENDATION

Staff recommends approving the agreement.

SUGGESTED MOTION

I move to approve the attached TAP Sub-recipient agreement with WYDOT for planning and design of bicycle, pedestrian, and ADA improvements on Scott Lane and Maple Way and direct the Mayor to execute it.

Town of Jackson FY2020 TAP Project

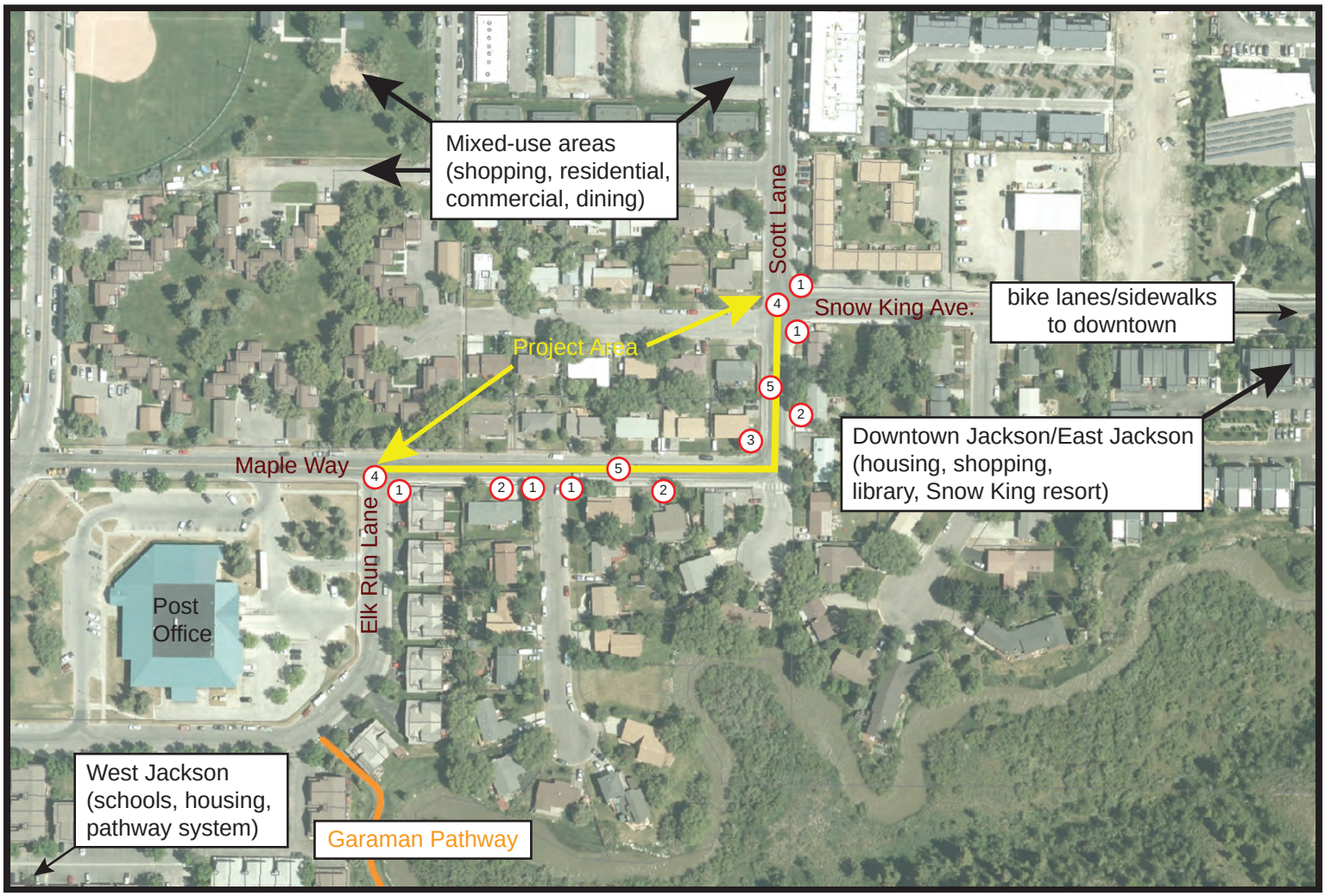
Scott Lane/Maple Way Bike/Ped/ADA Improvements

Snow King Ave. is the primary bicycle route across the Town of Jackson, averaging more than 800 trips per day and providing a critical link between the east half of town (including downtown, Snow King resort, employment centers, and residential areas) to the start of the Garaman Pathway by the Post Office on the west side of town. The Garaman Pathway is the entry point to the extensive network of pathways that allows people to travel safely throughout the valley by walking and biking, and it provides direct connections to the K-12 school campuses, residential areas, recreational trails, parks, jobs, and numerous commercial destinations including dining, grocery stores, and services. Snow King Ave. currently has striped bike lanes along most of its length which are converted seasonally to protected bike lanes that offer safe and comfortable options for cyclists of all ages and abilities. There are also good sidewalks that provide safe pedestrian access. However, this connection falls apart along the 3-block stretch from the end of Snow King Ave. (the intersection of Scott Lane/Snow King Ave.) to the start of the Garaman Pathway. In this section, there is very little space for even striped bike lanes, and the current lanes are undersized. Two intersections are very difficult to cross. At the Scott Lane/Maple Way intersection, there is a tight right turn where cyclists get pinched by right turning vehicles. Sidewalks and curb ramps do not meet ADA. Based on prior planning and public outreach, the section is a known obstacle to people who wish to walk or bike for transportation but are concerned about their safety. The project proposes to plan and design improved bike lanes, intersections, and sidewalks (including ADA upgrades) for pedestrians and cyclists to improve safety and create a continuous connection to the larger pathway system that is safe and comfortable for users of all ages and abilities.

Attachment B: Map
Project Sponsor: Town of Jackson

Project area shown from the end of Snow King Ave. at Scott Lane (east terminus) to the intersection of Maple Way and Elk Run Lane (west terminus), where the Garaman Pathway starts.

Known safety and ADA issues:
1. Curb ramps do not comply with ADA
2. Sidewalk does not meet ADA (driveway exceeds 2% cross slope)
3. Pinch point where vehicles encroach into bike lane and cyclists get squeezed
4. Confusing intersections that are difficult to cross for cyclists, pedestrians, and motorists
5. Bike lanes are less than standard width and cyclists are crowded by vehicles



Attachment B – Map page 2 of 2

Figure 1 – Curb ramps do not comply with ADA

Figure 2 – Sidewalk cross slopes exceed 2%

Figure 3 – Right turn pinch point squeezes cyclists

Figure 4 – Cyclists waiting in travel lane to cross to pathway

Figure 5 – Kids on bikes exposed to traffic on substandard width bike lanes

Figure 6 – Wide, protected bike lanes on majority of Snow King offer safe, comfortable riding

TAP Attachment G: Resolution

RESOLUTION NO. 19-16

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TOWN OF JACKSON FOR THE PURPOSES OF THE **Scott Lane and Maple Way ADA/Bike/Pedestrian Improvements** PROJECT.

WITNESSETH

WHEREAS, the governing body for THE TOWN OF JACKSONthe Town of Jackson desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

WHEREAS, the governing body for the Town of Jackson recognizes the need for the project;

WHEREAS, TAP requires that federal funding criteria be met, and the Town of Jackson agrees to ensure satisfaction of all requirements;

WHEREAS, the Town of Jackson acknowledges that if funded, the TAP project shall be completed prior to December 31, 2022;

WHEREAS, the governing body for the Town of Jackson agrees to set aside a minimum of $20,000 as a line item in its budget for the required twenty percent (20%) local cash match on the project;

WHEREAS, the governing body for the Town of Jackson acknowledges TAP is funded on a reimbursement basis and all invoices must be 100% paid by the Town of Jackson prior to reimbursement through TAP (80% Federal Reimbursement). The Town of Jackson acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by the Town of Jackson of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for the Town of Jackson that a funding application requesting $100,000.00 in federal TAP funding be submitted to the Wyoming Department of Transportation – TAP for consideration to assist in funding for the Town of Jackson project.

BE IT FURTHER RESOLVED, THAT Brian Schilling is hereby designated as the Project Administrator, of **the Town of Jackson** to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS 1st DAY OF July, 2019.

Signature Pete Muldoon, Mayor

ATTEST:

Signature Sandy Birdyshaw, Town Clerk

THE TOWN OF JACKSON INCORPORATED ★ SEAL ★ 1914 TETON COUNTY, WYOMING

FY2020
Transportation Alternatives Program
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TOWN OF JACKSON

Federal Award Information - Required by 2 CFR § 200.331	
Subrecipient Name: Town of Jackson	**Subrecipient DUNS:** 042754077
Federal Award Identification Number (FAIN): TBD	**Federal Award Date:** TBD
Period of Performance Start and End Date: 36 months from the Federal Authorization Date	**Federal Award this Agreement:** $80,000.00
Total Federal Award to Subrecipient: $80,000.00	**Total Federal Award:** $100,000.00
Awarding Federal Agency: Federal Highway Administration	**Federal Highway Administration:** Wyoming Division Office **Telephone:** (307) 772-2101 **Email:** HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	**WYDOT Program Mgr.:** David Herdt **Telephone:** 307-777-4862 **Email:** david.herdt@wyo.gov
Sponsor Contact: Brian Schilling **Phone:** 307-732-8573 **Email:** bscilling@jacksonwy.gov	**WYDOT Contact for Confirmation of Funds:** **Telephone:** (307) 777-4434 **Email:** dotrevenue@wyo.gov
CFDA No.: 20.205	**CFDA Title:** Highway Planning and Construction
Research and Development: No	**Indirect Cost Rate (ICAP):** N/A
Project Name: Scott Lane/Maple Way Bike/Ped/ADA Improvements	**Recipient County:** Teton
Agreement No.: CD 0.00 CD20305	**Project No.:** CD20305

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Town of Jackson (Sponsor), whose address is: P. O. Box 1687, Jackson, Wyoming 83001.

2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation

Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2022.

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

A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the "Project Description" section of Attachment A, the project Sponsor's TAP application, dated July 13, 2019, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.

(i) Project Description. TAP funding to design ADA and safety improvements along an eight hundred fifty (850) foot corridor on Scott Lane and Maple Way from the intersection of Scott Lane and Snow King to the intersection of Maple Way and Elk Run at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.

(ii) Responsibility of Sponsor. Sponsor shall:

(a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
(b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
(c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
(d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
(e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter; and
(f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate

(iii) Responsibility of WYDOT. WYDOT will:

(a) Assist with consultant selection process;
(b) Review plans and specifications for compliance prior to advertisement;
(c) Review bid tabulations prior to project being awarded;

(d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and

(e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be thirty-six (36) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2022 (Period of Performance) as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.

D. **Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

(i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.

(ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.

(iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).

(iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.

(v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.

(vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.

(vii) Required Federal Contract Provisions: Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

(viii) Contractor and subcontractor Certification for Suspension and Debarment.

(ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during

the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

(x) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.

(xi) Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

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

F. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.

G. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.

H. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for

project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

I. **Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.

J. **Project Funding.** Federal funding for this project shall not exceed eighty thousand dollars ($80,000.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of one hundred thousand dollars ($100,000.00) (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds,

WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

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

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

K. **Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.

L. **Public Interest Finding.** If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars ($50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT LGC Office.

M. **Records Retention.** The Sponsor shall keep records and audit reports on file for three years after the project is complete.

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

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

(ii) Disadvantaged Business Enterprise Requirements.

(a) Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

(b) DBE Obligation. The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.

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

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

O. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. **Special Provisions**

A. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sponsor's failure to comply with state or federal requirements. WYDOT shall notify the Sponsor of any state or federal determination of noncompliance.

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

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

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

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

E. **Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

F. **Limitations on Lobbying Activities.** By signing this Agreement, the Sponsor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

H. **Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

I. **Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

J. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

K. **Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall

identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

L. **Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

M. **Administration of Federal Funds.** The Sponsor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.

N. **Copyright License and Patent Rights.** The Sponsor acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Sponsor purchases ownership using funds awarded under this Agreement. The Sponsor must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

O. **Federal Audit Requirements.** The Sponsor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sponsor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Sponsor shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.

P. **Non-Supplanting Certification.** The Sponsor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able

to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

Q. **Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.

E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty

shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.

G. **Certificate of Good Standing.** The Sponsor shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Sponsor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Sponsor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.

H. **Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

I. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by WYDOT for its release. If and when Sponsor receives a request for information subject to this Agreement, Sponsor shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

J. **Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of one (1) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

K. **Ethics.** The Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sponsor's profession.

L. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

M. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

N. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

O. **Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.

P. **Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

Q. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

R. **Ownership and Return of Documents and Information.** WYDOT is the offical custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Agreement. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the Sponsor agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Sponsor agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.

S. **Patent or Copyright Protection.** The Sponsor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

T. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

U. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

W. **Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

X. **Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.

Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Z. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

BB. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

CC. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

_____
Name

_____
Title

(SEAL)

Town of Jackson:

By: _____
Pete Muldoon, Mayor

_____
Date

ATTEST:

By: _____
Sandra J. Scott, Secretary

Transportation Commission of Wyoming

(SEAL)

WYOMING DEPARTMENT OF TRANSPORTATION:

By: _____
Keith R. Fulton, P.E., Assistant Chief Engineer - Planning and Engineering

_____
Date

Approved as to form:

By: _____ #198252
Alysia Goldman 12/2/19
Assistant Attorney General
State of Wyoming

Date agreement prepared: November 13, 2019

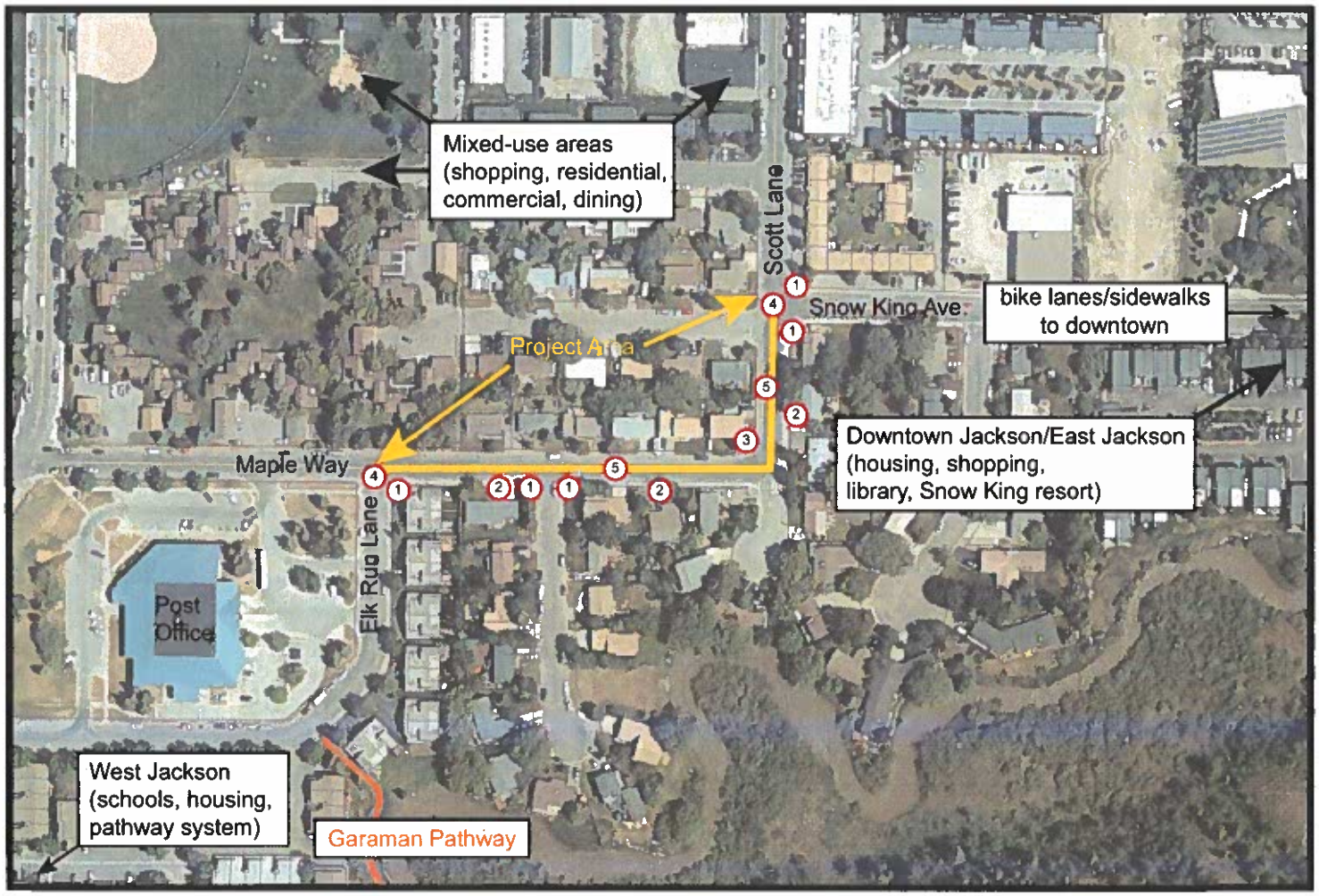
Brief Project Summary:

Outline the need for the project and the benefits of the project:
Snow King Ave. is the primary bicycle route across the Town of Jackson, averaging more than 800 trips per day and providing a critical link between the east half of town (including downtown, Snow King resort, employment centers, and residential areas) to the start of the Garaman Pathway by the Post Office on the west side of town. The Garaman Pathway is the entry point to the extensive network of pathways that allows people to travel safely throughout the valley by walking and biking, and it provides direct connections to the K-12 school campuses, residential areas, recreational trails, parks, jobs, and numerous commercial destinations including dining, grocery stores, and services. Snow King Ave. currently has striped bike lanes along most of its length which are converted seasonally to protected bike lanes that offer safe and comfortable options for cyclists of all ages and abilities. There are also good sidewalks that provide safe pedestrian access. However, this connection falls apart along the 3-block stretch from the end of Snow King Ave. (the intersection of Scott Lane/Snow King Ave.) to the start of the Garaman Pathway. In this section, there is very little space for even striped bike lanes, and the current lanes are undersized. Two intersections are very difficult to cross. At the Scott Lane/ Maple Way intersection, there is a tight right turn where cyclists get pinched by right turning vehicles. Sidewalks and curb ramps do not
meet ADA. Based on prior planning and public outreach, the section is a known obstacle to people who wish to walk or bike for transportation but are concerned about their safety. The project proposes to plan and design improved bike lanes, intersections, and sidewalks (including ADA upgrades) for pedestrians and cyclists to improve safety and create a continuous connection to the larger pathway system that is safe and comfortable for users of all ages and abilities.

Attachment B: Map
Project Sponsor: Town of Jackson

Project area shown from the end of Snow King Ave. at Scott Lane (east terminus) to the intersection of Maple Way and Elk Run Lane (west terminus), where the Garaman Pathway starts.

Known safety and ADA issues:
1. Curb ramps do not comply with ADA
2. Sidewalk does not meet ADA (driveway exceeds 2% cross slope)
3. Pinch point where vehicles encroach into bike lane and cyclists get squeezed
4. Confusing intersections that are difficult to cross for cyclists, pedestrians, and motorists
5. Bike lanes are less than standard width and cyclists are crowded by vehicles



FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

Title 46 - Shipping

Volume: 8
Date: 2014-10-01
Original Date: 2014-10-01
Title: Section 381 .7- Federal Grant. Guaranty, Loan and Advance of Funds Agreements.
Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in§ 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development. Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment. material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk **PRESENTER**: Sandy Birdyshaw

MEETING DATE: February 18, 2019

SUBJECT: **Public Hearing for a new Restaurant Liquor License: China Fun WY LLC**

STATEMENT/PURPOSE

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

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

BACKGROUND/ALTERNATIVES

China Fun WY LLC *dba* China Fun Restaurant submitted an application for a new restaurant liquor license located at 826 West Broadway Avenue (previously occupied by Hong Kong Buffet). Minor interior remodeling is underway with plans to open the restaurant for business in early April 2020.

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

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

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

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

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the local licensing authority who regulate alcohol and malt beverages, owners and employees of China Fun WY who will operate under the restaurant liquor license, patrons of the restaurant who may wish to consume alcoholic beverages, patrons of the restaurant who do not

wish to consume alcoholic beverages, Town departments involved with compliance, visitors and members of the public.

FISCAL IMPACT

The annual license fee of $1,500 will be deposited into the Town's general fund. The restaurant's alcohol sales will also generate an undetermined amount of sales tax revenue.

STAFF IMPACT

Staff impact includes review and working closely with the applicant to complete the application package, working with the Wyoming Liquor Division, communicating and working with departments during review, providing a complete staff report, presenting to Council, and if approved, printing and issuing the license. If approved, this license would be included in the Police Department's compliance visit rounds.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Restaurant liquor license application

RECOMMENDATION

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

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

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

SUGGESTED MOTION

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

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the issuance of a restaurant liquor license to China Fun WY LLC *dba* China Fun Restaurant for the license year beginning April 1, 2020, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

WLD-31 (4/17)

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by Town Clerk

Local License # _____ Complete: 1-27-2020

License Fees — Annual Fee: $ 1500.00 — Date filed with clerk: 12/31/19

mths___ Prorated Fee: $_____ — Advertising Dates: (2 Weeks) 2/5 & 2/12

Transfer Fee: $_____

Publishing Fee: $ 100.00 — **Hearing Date:** 2 / 18 / 2020

License Term: 4 (Month) / 1 (Day) / 2020 (Year) through 3 (Month) / 31 (Day) / 2021 (Year)

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

Applicant: China Fun WY LLC

Trade/Business Name (dba): China Fun Restaurant

Building to be licensed/Building Address: 826 West Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Mailing Address: P.O. Box 345 (Number & Street Name or P.O. Box) West Yellowstone (City) MT (State) 59758 (Zip)

Business Telephone Number: (307) 734-8988 Fax Number: (____)_____

E-Mail Address: Liuyanxin@hotmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Unit 10 Grand Teton Plaza Condo 4th Addition Zoned CR-3

FILING FOR
- [x] NEW LICENSE
- [ ] TRANSFER OF LOCATION
- [ ] TRANSFER OWNERSHIP
- [ ] ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:_____

FILING IN (CHOOSE ONLY ONE)
- [x] CITY OF: JACKSON
- [ ] COUNTY OF:_____

FILING AS (CHOOSE ONLY ONE)
- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] LP/LLP
- [x] LLC
- [ ] CORPORATION
- [ ] LTD PARTNERSHIP
- [ ] ORGANIZATION
- [ ] OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:
- [ ] ON-PREMISE ONLY (BAR)
- [ ] OFF-PREMISE ONLY (PACKAGE STORE)
- [ ] COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- [x] RESTAURANT LIQUOR LICENSE
- [ ] RESORT LIQUOR LICENSE
- [ ] BAR AND GRILL

LIMITED RETAIL (CLUB):
- [ ] VETERANS CLUB
- [ ] FRATERNAL CLUB
- [ ] GOLF CLUB
- [ ] SOCIAL CLUB

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

SPECIAL DESIGNATIONS:
- [ ] CONVENTION FACILITY
- [ ] CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- [ ] GOLF CLUB
- [ ] GUEST RANCH
- [ ] RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

- [x] FULL TIME (e.g. Jan through Dec)
- [ ] SEASONAL / PART-TIME
- [ ] NON-OPERATIONAL / PARKED

If not full time, specify:
Months of Operation from _____ to _____
Days of Week (e.g. Mon through Saturday) from Sunday to Saturday
Hours of Operation (e.g. 10am to 2am) from 11 AM to 10 PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
   - (1) **OWN** the licensed building? [ ] YES (own)
   - (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) [x] YES (lease)

   If Yes, please submit a copy of the lease and indicate:
   - (A) Lease expiration date 10.31.2024, located on page 1 paragraph #2 of lease.
   - (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 4 paragraph #5 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

   List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip *DO NOT LIST PO BOX*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip *DO NOT LIST PO BOX*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Guo Hui Lu	12/24/1984	316 CANYON ST. W. YELLOWSTONE MT 59758	(626)-808-6306	Less than 1	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): 10' x 12' Room IN SE Corner of Building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☒ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☒ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

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

1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
) **SS.**
COUNTY OF Teton)

Signed and sworn to before me on this 31st day of December, 2019 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Guo Hui Lu	Owner
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES: 1-10-2022

(SEAL)

Sandra P Birdyshaw
Signature of Notary Public

My commission expires: 1-10-2022

WELLS FARGO

wellsfargo.com

01/27/2020

JACKSON WEST
50 B UFFALO WAY
JACKSON, WY 83001

CHINA FUN WY LLC
826 W BROADWAY AVE
JACKSON, WY 83001

Dear TOWN OF JACKSON:

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

Account Number	Date Opened	Current Balance*
[redacted]	01/21/2020	XXXXXXXXXX

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

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

If you have any questions, please contact me at: 307-739-3866.

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

Monday – Thursday:	9:00 AM - 5:00 PM Mountain
Friday:	9:00 AM - 5:00 PM Mountain
Saturday:	9:00 AM - 1:00 PM Mountain

Thank you. We appreciate your business.

Sincerely,

Travis Gros
Personal Banker 2 / Officer
Community Banking

Together we'll go far

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DSG4236 (Rev 03 – 01/17)

Mon, Dec 30, 2019 10:38 AM

ASSIGNMENT OF LEASE

This is an assignment of the Commercial Lease Agreement between Jack L. Stone, Trustee, and JoAnn Stone, trustee, of the Stone Family Trust, dated 31st day of October, 2002. referred to as the "Landlord", and Peking Best, Inc., DBA Hong Kong Buffet. New owner, ~~Guo Hui Lu,~~ "Tenant". Effective 12-30-19.

(CHINA FIN RESTAURANT WY, LLC
Operated by Guo Hui Lu)

GL

Jack L. Stone 12-30-19
Jack L. Stone, Trustee, Date

Jo Ann Stone 12-30-19
JoAnn Stone, Trustee Date

12/30/2019
Guo Hui Lu, Owner Date

COMMERCIAL LEASE AGREEMENT

This agreement made and entered into effective the 1st day of November, 2019, by and between JACK L. STONE, TRUSTEE and JOANN STONE, TRUSTEE of the STONE FAMILY TRUST, dated the 31st day of October, 2002, hereinafter referred to as the "Landlord", and PEKING BEST, INC DBS HONG KONG BUFFET, SHUN ZHEN LIU and HUA LIU owners, "Tenant".

WINESSETH:

WHEREAS, Landlord is the owner of that certain real property and improvements located in a commercial building described as Unit 10 of the Grand Teton Condominiums Fourth Addition to the town of Jackson, Teton County, Wyoming, consisting of approximately 3300 square feet of ground floor space (the "Leased Premises" and):

WHEREAS, the parties hereto desire to enter into a written lease agreement providing the terms, covenants and conditions for the occupancy of the Leased Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows

1. Lease of the Leased premises. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Leased Premises according to the terms and conditions of this Lease.

   This is a "triple net" lease, as set forth below.

2. Term of Lease. The term of the Lease shall be for a term of (5) years, commencing on the 1st day of November, 2019 and terminating on the 31st day of October, 2024, unless sooner terminated or extended under the provision of the Lease. No termination or expiration of this Lease shall affect the indemnities or other obligations of the Tenant hereunder incurred during the term of this agreement.

   Provided that this Lease is in full force and effect on the date for the expiration of the initial term, and provided that Tenant shall on that date have fully complied with all the conditions contained herein, the Tenant shall have the right to elect to renew this Lease for one (1) additional term of five (5) years. To exercise such election Tenant shall give the Landlord notice in writing of such election not less than ninety (90) days prior to the expiration of the original or extended term, as the case may be. The rent for the renewal term may be adjusted by Landlord to reflect fair and reasonable rental rates for properties of similar size and location, and after the initial determination of the rent for the renewal term by Landlord, the rent for each succeeding year thereafter shall be subject to increase as hereinafter provided for rent increases

During the initial term of the Lease. Landlord shall inform Tenant of the proposed rent for the renewal term within thirty (30) days of the date Tenant gives notice of its exercise of its right of renewal. Tenant shall then have thirty (30) days after notice by Landlord of proposed rent to either accept the proposed rent, in which event, the renewal term shall become effective at the end of the then current term, or reject the proposed rent, in which event, Tenant shall not be required to renew the lease, but rather the lease shall terminate on the last day of the then current term of the Lease.

3. RENT. The Tenant shall pay to the Landlord the annual base rent of [redacted] for the first year). On November 1st of each year, Tenant's annual base rent may at the Landlord's sole discretion, be increased the greater of 2% or the Cost of Living Index as more particularly set forth below.

The above described amounts shall be payable in lawful money of the United States in equal monthly installments in advance, on the 1st day of each month throughout the term of the Lease, subject to the rent adjustment provisions hereinafter contained. All rental payments shall be payable to Landlord at PO Box 1909, Jackson, WY 83001, or at such other place as the Landlord may designate in writing.

Commencing with the first anniversary of the date of execution of the Lease and each lease year thereafter, the amount of rent payable may at the Landlord's sole discretion, be increased in accordance wit changes with the Cost of Living Index, as published by the State of Wyoming Department of Administration and Fiscal control of Northwest Wyoming, or a successor or substitute index appropriately adjusted, hereinafter called the "index". The average index for the previous year for the "housing" category shall be used in adjusting the base rent for each year. There may at the Landlord's sole discretion, be an adjustment made on each anniversary date of the lease using a new annual base amount as set forth above.

The percentage increase thus determined shall be multiplied by the rent amount for the new year payable by Tenant under this paragraph and the aggregate of this sum, as increased for previous years' adjustment, shall represent the "increased basic rent" payable during the following year of this Lease.

The additional annual rental determined in the manner set forth herein shall be divided and paid in twelve (12) equal monthly installments during the lease year. The Landlord may, at its option, elect to waive the rent adjustment for any year or years during the lease term and such waiver shall not constitute a waiver of the right to make rent adjustments in succeeding years during the lease term.

If at the time required for the determination of the additional rent, the Cost of Living Index is no longer published or issued, or if at the time the Landlord is of the opinion it does not accurately reflect, in relationship to the base month, the purchasing power of the initial annual rental, and the parties are unable to agree on the selection of an index which would most accurately carry out The intention hereof, or if there is a dispute with respect to the computation of the additional rent, then the issue with respect thereto shall be determined by arbitration as provided for later in this Lease.

In no event shall the adjustments for changes in the cost of living reduce the rent below the base rent for each particular year as set forth herein.

The Tenant shall also pay without notice and without abatement, deduction or setoff, except as may be required or permitted by this Lease, as additional rent, all sums, dues, insurance costs, taxes, assessments, costs, expenses and other payments, and in the event of any non-payment thereof, the Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided herein or by law in the case of nonpayment of the rent.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, legal fees and late charges which may be imposed on Landlord by the terms of any documents relating to loans to the Landlord, or other commitments to which the Landlord is subject. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by the Landlord or its designee within 5 days after such amount shall be due, Tenant shall pay Landlord a late charge equal to 5% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payments by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other right and remedies granted hereunder.

Additionally, said late rent payments shall automatically accrue interest at an interest rate of eighteen present (18%) per annum from the due date, which accrual of interest shall continue until the rent payment, together with accrued interest, is paid. Such interest shall begin to accrue automatically on all delinquent rent payments (not paid within the five (5) day grace period) and shall be payable on demand without notice to Tenant.

4. ACCESS. Subject to the requirements of Section 5 hereof, the Tenant may, at any time during the term of this Lease or any renewal thereof, determine and change the hours during which he shall keep the leased property open for business. The Tenant's servants, employees, agents, and business invitees shall at all times during which the Tenant is open for business have the free and uninterrupted right of access to the leased premises by means of all doorways, passageways, stairways and entrances to the building which afford access to the leased property. The Tenant shall have, and the landlord agrees that the Tenant shall have, at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the leased premises, free from any annoyance, hindrance or other interference of any kind of the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided and excluding occasional repairs or construction of leased premises.

5. USE OF THE LEASED PREMISES. The use of the Leased Premises shall be restricted to a restaurant or grille including miscellaneous merchandise and services related thereto specifically including the right to sell alcoholic beverages and malt liquors. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner and Tenant shall pay on demand for any damage to the Leased Premises only for purposes not prohibited by the laws, regulations, covenants and ordinances of the United States, the State of Wyoming, Teton County, the town of Jackson and Grand Teton Plaza Owners Association. Tenant shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk.

6. PARKING. Tenant shall be allowed to use the common parking facilities, driveways, and sidewalks of the Grand Teton Plaza condominiums for parking and access on a non-exclusive basis. All such use, however, shall be subject to the rules, regulations and agreements of the Grand Teton Plaza Owner's Association.

7. ACCEPTANCE OF LEASED PREMISES. Taking possession of the Leased Premises by Tenant shall be conclusive evidence as against the Tenant that such premises were in good and satisfactory condition when possession of the same was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition.

8. SUBORDINATION. This Lease shall be subject and subordinate at all times to the Declaration for condominium for Grand Teton Plaza and the lien of any mortgage which may now or hereafter affect the Leased Premises, and to all renewals, modifications, amendments, consolidations, replacements, and extensions thereof. The Tenant will execute and deliver any instrument which may be reasonably required by landlord in confirmation of such subordination promptly upon the Landlord's request. The Landlord, however, will exercise its best efforts to arrange with the

holder of any such underlying mortgage for an agreement that if, by dispossess, foreclosure, or otherwise such holder, or any successor in interest, shall come into possession of the Leased Premises, or take over the rights of the Landlord in the Leased Premises by the Tenant, his successors or assigns, not disaffirm this Lease or the Tenant's rights or estate hereunder, so long as all of the obligations of the Tenant are fully performed in accordance with the terms of this Lease.

9. TAXES AND ASSESSMENTS. Landlord shall pay all real estate taxes and real estate assessments or other governmental charges in respect to the Leased Premises during the term of this Lease. Landlord shall also pay any "special excessive assessments" by Grand Teton Plaza Owners Association. Tenant shall reimburse Landlord for that portion of such taxes or charges allocable to the Leased Premises within thirty (30) days of presentation to Tenant of a written statement of the amount due. Tenant shall in addition be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in, on or about the Leased Premises.

10. UTILITIES. Except as noted in this paragraph, Tenant shall pay for the use of all the water, sewage, electrical, gas, telephone, cable television and other utility services to or used by and in connection with the Leased Premises. Tenant shall establish and maintain all utilities accounts in its name. Disposal of oversized crates and cartons shall be provided for by Tenant. Normal snow plowing and removal in the parking area shall be provided by Landlord: provided, however, that Tenant shall be responsible for keeping the front entrance and back entrance to the Leased Premises free of snow and ice.

11. REPAIR AND MAINTENANCE. Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain the interior and exterior of the Leased Premises (including, without limitation, all electrical, plumbing, heating and air conditioning systems and mechanical systems) in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant, at its sole expense, shall be responsible for maintaining and cleaning any and all grease traps. Tenant shall not knowingly commit or willingly permit to be omitted any act or thing contrary to the rules and regulations of any federal, state, municipal or quasi-governmental authority.

Tenant shall permit Landlord, or its representatives, to inspect upon reasonable notice the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, Provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

12. ALTERATIONS. Landlord shall have the right at any time to enter the Leased Premises to make such additions, repairs or alterations as it may deem necessary or proper for the safety or preservation of the Leased Premises.

Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Landlord, and all additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

13. INSURANCE. Landlord shall maintain fire and extended "all-risk" coverage insurance upon the Leased Premises in such amount as Landlord deems necessary or appropriate to insure its interests in the Property. Tenant shall reimburse Landlord for that portion of the fire and extended risk insurance allocable to the Leased Premises within thirty (30) days of presentation to Tenant of a written statement of the amount due. Should any activity caused by the Tenant cause the Landlord's insurance premiums to increase, Tenant shall be responsible for the incremental insurance costs.

Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property in an amount equal to at least one hundred percent (100%) of the full replacement cost, including trade fixtures and on all additions and improvements made by Tenant not required to be insured by Landlord.

Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance, including liquor liability coverage, with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum protection of not less than Two Million Dollars ($2,000,000.00) per occurrence in respect to personal injury and/or death to one or more persons and for property damage. Tenant shall also maintain at its expense building ordinance or law, or code upgrade, improvements and betterments coverage on the Leased Premises, as well as business interruption coverage. The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

Tenant shall furnish Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon. All such insurance policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

14. ASSIGNMENT, SUBLEASE AND MORTGAGE BY TENANT. Tenant shall not assign or create a security interest in, pledge or encumber this lease or the Leased Premises, in Whole or in part, or sublet the whole or permit the use of the whole or any part thereof by any sub-tenant, licensee or concessionaire, unless Tenant first obtains Landlord's written consent. Such consent may be granted or withheld by Landlord in its absolute discretion. In the event of any such assignment, subletting, licensing or granting of a concession, Tenant shall nevertheless remain liable for the performance of all the terms, conditions and covenants of this Lease, (including, without limitation, the covenant to pay rent).

    In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable attorney's fees incurred in connection with giving such consent. Further, should Tenant receive rent or other consideration for the right to occupy the Leased Premises either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or in case of the sublease of a portion of the Leased Premises in excess of such rent fairly allocable to such portion, Tenant shall pay to Landlord as additional rent hereunder, all of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt.

15. SIGNS. Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided that same shall comply with governing laws, regulations, covenants and ordinances of the United States, State of Wyoming, County of Teton, the town of Jackson and Grand Teton Plaza Owners Association.

16. TENANT'S COVENANTS. Tenant covenant that it shall:
    a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any state or federal statute or local ordinance or regulation including but not limited to the Grand Teton Plaza Owners Association's Covenants, Conditions and Restrictions applicable to Tenant and/or its use of the Leased Premises.
    b. Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.
    c. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances.
    d. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures.
    e. Do all things reasonably possible to prevent filing any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If an such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within twenty (20) day after

The date of the filing of same, or if the Tenant, in Tenant's discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate security, then in addition to any other right or remedy of Landlord, Landlord may but shall not be obligated to discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord. Nothing herein contained shall imply any consent or agreement on the part of the Landlord or subject Landlord's interest in the Leased Premises to liability under any mechanics or other lien law.

f. Repay landlord, as additional rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this section, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith.

g. Permit no one other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises.

h. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord. Tenant covenants that it shall not do or suffer to be done anything objectionable to the fire insurance companies, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, to be rated as more hazardous a risk that at the date when Tenant receives possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as additional rent any increase in insurance premiums.

17. LANDLORD'S COVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof.

18. DAMAGE OR DESTRUCTION TO LEASED PREMISES. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's servants, employees, agents, visitors, licensees, invitees or sub-tenants, and the Leased Premises are not hereby rendered un-tenantable in whole or in part, Landlord shall, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered un-tenantable only in part, Landlord shall promptly

cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Lease Premises rendered un-tenantable. If, by reason of such occurrence, the Leased Premises shall be rendered wholly un-tenantable, Landlord shall cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises shall be rendered wholly un-tenantable by reason of such occurrence and the Leased Premises cannot be repaired within four (4) months from the date such damage occurs, Landlord or Tenant shall, at their option, have the right to declare the balance of the term of this lease to null and void.

If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault of any negligence of Tenant or Tenant's servants, employees, agents, business invitees or licensees or sub-tenants, there shall be no apportionment or abatement of rent during the term of this Lease.

19. DEFAULT BY TENANT. The Tenant agrees to observe and perform the conditions and covenants set forth in this Lease, and further agrees that if default be made in the payment of any rent and such payment default continues for ten (10) days following the due date for such payment, or if the Tenant shall fail to observe or perform any of the other conditions or covenants and such other default shall continue for more than thirty (30) days after written notice of such default, then and in that event, and as often as the same may happen, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lese or to re-enter and repossess itself of the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing described right shall be non-exclusive and shall be in addition to any and all of the right and remedies Landlord may have pursuant to governing law.

20. PAYMENT AFTER TERMINATION. No payments of money by Tenant to Landlord after the termination of this Lease, in any manner or after the giving of any notice by Landlord to Tenant shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.

21. ABANDONMENT OF LEASED PREMISES. If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or

Additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agrees to any such deficiency.

22. SURRENDER. Upon termination of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as it is at the date of commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the premises, including but not limited to carpeting, wall paneling, ceiling tiles, and light fixtures, and exception moveable furniture and unattached moveable trade fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

23. INDEMNIFICATION. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and loading areas, or the occupancy or use of the Leased Premises by Tenant or its sub=tenants, or occasioned wholly or in part by any act or omission of Tenant, its' agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-tenants.

Incase Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-tenants, Tenant shall protect and hold Landlord harmless and shall pay all cosset, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

24. ATTORNEEYS' FEES. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants and conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, whether or not litigation is commenced.

25. TRADE FIXTURES. All removable trade fixtures installed by Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before the termination of this Lease by lapse of time or otherwise. Any damage caused to the leased Premises that is the result of such removal shall be repaired by Tenant at its expense. Any such trade fixtures not removed at or prior to the termination shall become the property of Landlord. Upon such termination, lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, and shall become the sole property of Landlord. Any equipment, machinery or trade fixtures that are installed in the Leased Premises that would require a General Common Element Penetration Agreement.

With the Grand Teton Plaza Owners Association shall not be removable at the expiration or earlier termination of this Lease, and shall become the sole property of Landlord upon such expiration or earlier termination.

26. GENERAL COMMON ELEMENT PENETRATIONS. Tenant shall be responsible for the repair, maintenance and replacement of any vent, line, pipe or other improvement that penetrates the general common elements of the Grand Teton Plaza Condominiums (collectively, the "General Common Element Penetrations"), and the area immediately surrounding any such General Common Element Penetration, including all costs and expenses related thereto. All damages, costs and expenses incurred by the Grand Teton Plaza Owners Association or Landlord as a result of Tenant's failure to properly install, repair, maintain or replace any General Common Element Penetration or the areas immediately surrounding such General Common Element Penetration shall be the responsibility of the Tenant. Tenant acknowledges that as of the date of this Lease, the areas surrounding any General Common Element Penetrations are in good condition and repair. In order to maintain the condition of the general common elements of the Grand Teton Plaza Condominiums, Tenant shall clean all General Common Element Penetrations two times per year (Spring and Fall). Tenant shall also inspect the roof areas surrounding all General Common Element Penetrations one time per year, and shall ensure that the roof areas surrounding all General Common Element Penetrations are in good condition and repair and free of leaks. Prior to undertaking any such inspection or repair, Tenant shall notify Landlord in writing of the date of such inspection and repair and following such inspection or repair Tenant shall notify Landlord in writing of the results thereof.
27. LANDLORD'S ACCESS. Landlord and its agents, employees or other representatives may enter the Leased Premises at any reasonable time after reasonable notice for the purpose of (a) inspection of the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease. (b) in order to make repairs, additions or alterations as the Landlord deems necessary, (c) to post notices of non-responsibility under mechanics' lien law, (d) to exhibit the Leased Premises for sale, lease or mortgage financing or (e) for any other reasonable purposes.
28. NOTICES. Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given or served there if in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of the same.

Tenant: Peking Best, Inc. d/b/a Hong Kong Buffet
PO Box 6636
Jackson, WY 83001

Landlord: Jack L. and JoAnn Stone, Trustee's
PO Box 1909
Jackson, WY 83001

29. AMENDMENT OR MODIFICATION. Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

30. MEMORANDUM OF LEASE. The Parties may execute a short-form memorandum of this Lease in recordable form which may, at either Parties' option, be placed of record in the Teton County real estate records.

31. NO PARTNERSHIP. No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

32. NO SET OFF. Tenant may not set off against rent or other sums due hereunder any claims that Tenant has or thinks it may have against the Landlord.

33. VENUE AND WAIVER OF JURY TRIAL. The Parties hereto agree that venue of any legal action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer (eviction) shall be in the Justice of the Peace Court of Teton County. Further provided that in the event Landlord should bring an action under the forcible detainer law, the Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.

34. EMINENT DOMAIN. If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Tenant is not suitable for this Lease, at the option of Tenant, shall terminate without further liability on the part of Tenant, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of the Tenant to any award for damages to their leasehold interest caused by such taking, whether made separately or as part of a general award.

35. HOLDING OVER. If Tenant holds over the premises herein described beyond the termination of the term herein created, or any extension thereof, or any renewal of

this Lease pursuant to the terms hereof, without first having renewed or extended this Lease by written agreement, such holding over shall not be considered as a renewal or extension of the Lease except upon a month-to-month basis.

36. MISCELLANEOUS. Time is of the essence. No waiver of any breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

This Lease and its provisions shall be construed and enforced in accordance with the pursuant to governing Wyoming law.

The headings used in this Lease are for convenience only and are not to be used in its construction.

Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

If there is more than one person comprising the Tenant, the covenants, agreements, undertakings, and obligations hereunder shall be the joint and several obligations of all such persons.

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, devises, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to effective as of the day year first above written.

LANDLORD:

Jack L. Stone, Trustee, 10-30-19
Jack L. Stone, Trustee

JoAnn Stone, Trustee, 10-30-19
JoAnn Stone, Trustee

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the day and year first above written.

LANDLORD:

The Jack L. Stone Family Trust, dated October 31, 2014, and any amendments thereto

By: Jack L Stone, Trustee 10-30-19
Jack L. Stone, Trustee

The JoAnn Stone Family Trust, dated October 31, 2014, and any amendments thereto

By: JoAnn Stone, Trustee 10-30-19
JoAnn Stone, Trustee

TENANT:

Peking Best, Inc. dba Hong Kong Buffet

By: Shun Zhen Liu 10/31/19
Shun Zhen Liu, Owner

By: Hua Liu 10/31/19
Hua Liu, Owner

PERSONAL GUARANTEE

We hereby personally, jointly and severally guarantee payment and performance of each and every term, covenant and condition of the Lease.

Shun Zhen Liu 10/31/19

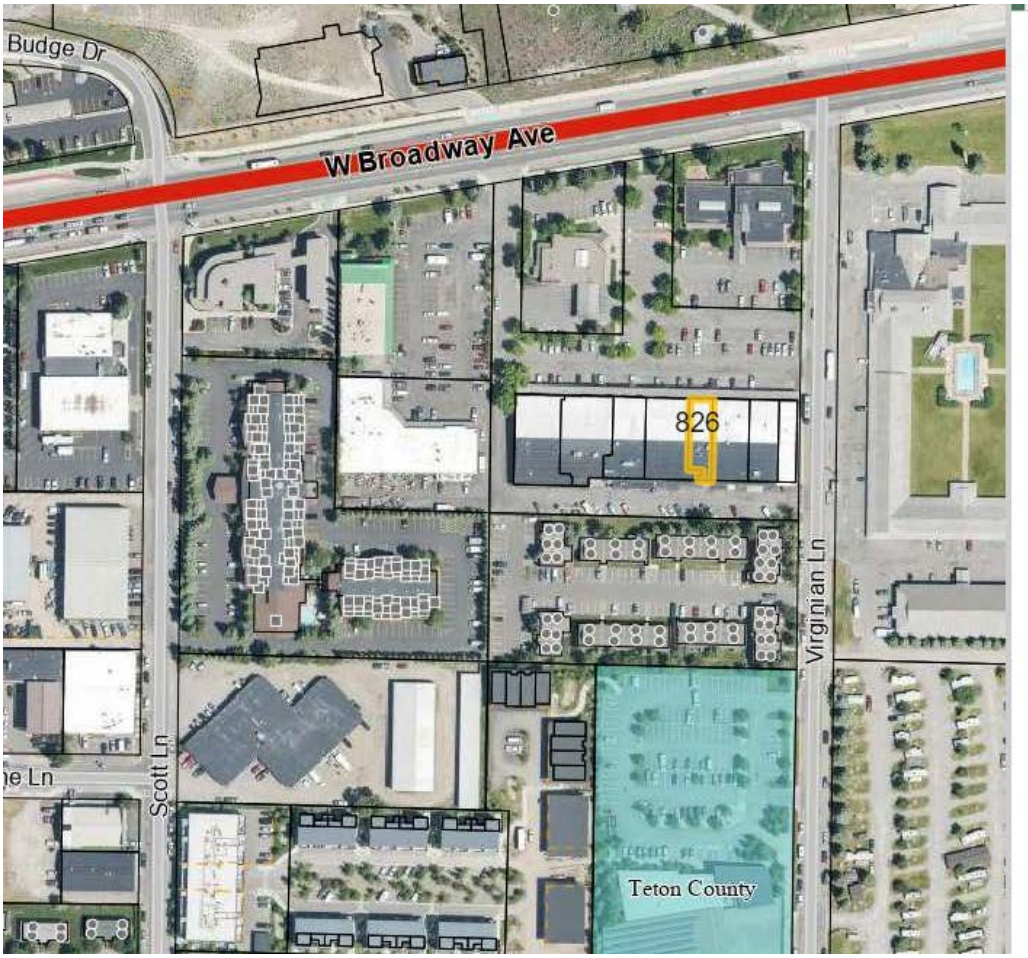
Shun Zhen Liu, Owner

Hua Liu 10/31/19

Hua Liu, Owner

Notary Public:

NATHAN DIXON
State of Wyoming-Notary Public
County of Teton
My Commission Expires
January 31, 2023



Copy to Clipboard | Different map view ▼

- Aerial Photography Date: June 28, 2019

1 Parcel(s) Zoom to parcel(s)

- Parcel: 22-41-16-33-2-05-003
- Clerks records
- Parent Parcel
- Account: R0005556 Property Detail
- Tax Information for OJ-006142
- Map Number: 01109
- Lot: 10
- Owner: STONE, JACK L. & JOANN TRUSTEES
- MailAddr: PO BOX 1909
- MailAddr: JACKSON, WY 83001-1909
- StAddr: 826 W BROADWAY AVENUE
- Location: UNIT 10, GRAND TETON PLAZA CONDOMINIUMS 4TH ADDITIION
- TaxClass: Commercial

Lat / Lon N: 43.47351°, W: 110.77975°
NAD83 UTM Zone 12 X: 517814,
Y: 4813423
Wyoming West NAD83 USft
N: 1412371, E: 2439809

CHINA FUN WY LLC

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

Name
CHINA FUN WY LLC

Filing ID
2020-000892923

Type
Limited Liability Company - Domestic

Status
Active

Sub Status
Current

Initial Filing
01/03/2020

Standing - Tax
Good

Standing - RA
Good

Standing - Other
Good

Term of Duration
Perpetual

Formed In
Wyoming

Fictitious Name

Principal Office
826 W BROADWAY
JACKSON, WY 83002
USA

Mailing Address
112 BOWERY
FL 1
NEW YORK, NY 10013
USA

Sandy Birdyshaw

FOOD PERMIT IS IN THE WORKS — SPB

From: Sara Budge <sara.budge@wyo.gov>
Sent: Monday, January 13, 2020 10:13 AM
To: Sandy Birdyshaw
Subject: Re: China Fun Restaurant

Hi Sandy
We have had a meeting with the new owner of China Fun restaurant and are working with them for a Wyoming Department of Ag. Food License.
Thanks
Sara Budge

On Fri, Jan 10, 2020 at 2:02 PM Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov> wrote:

Dear Sara,

I'm wondering if the Liu's have contacted your office yet to get a food license. They are taking over the Hong Kong Buffet space and opening China Fun Restaurant.

If they have, could you send me a statement on the standing of their inspection so I can include it with their liquor application please?

Many thanks,

Sandy Birdyshaw

Town Clerk

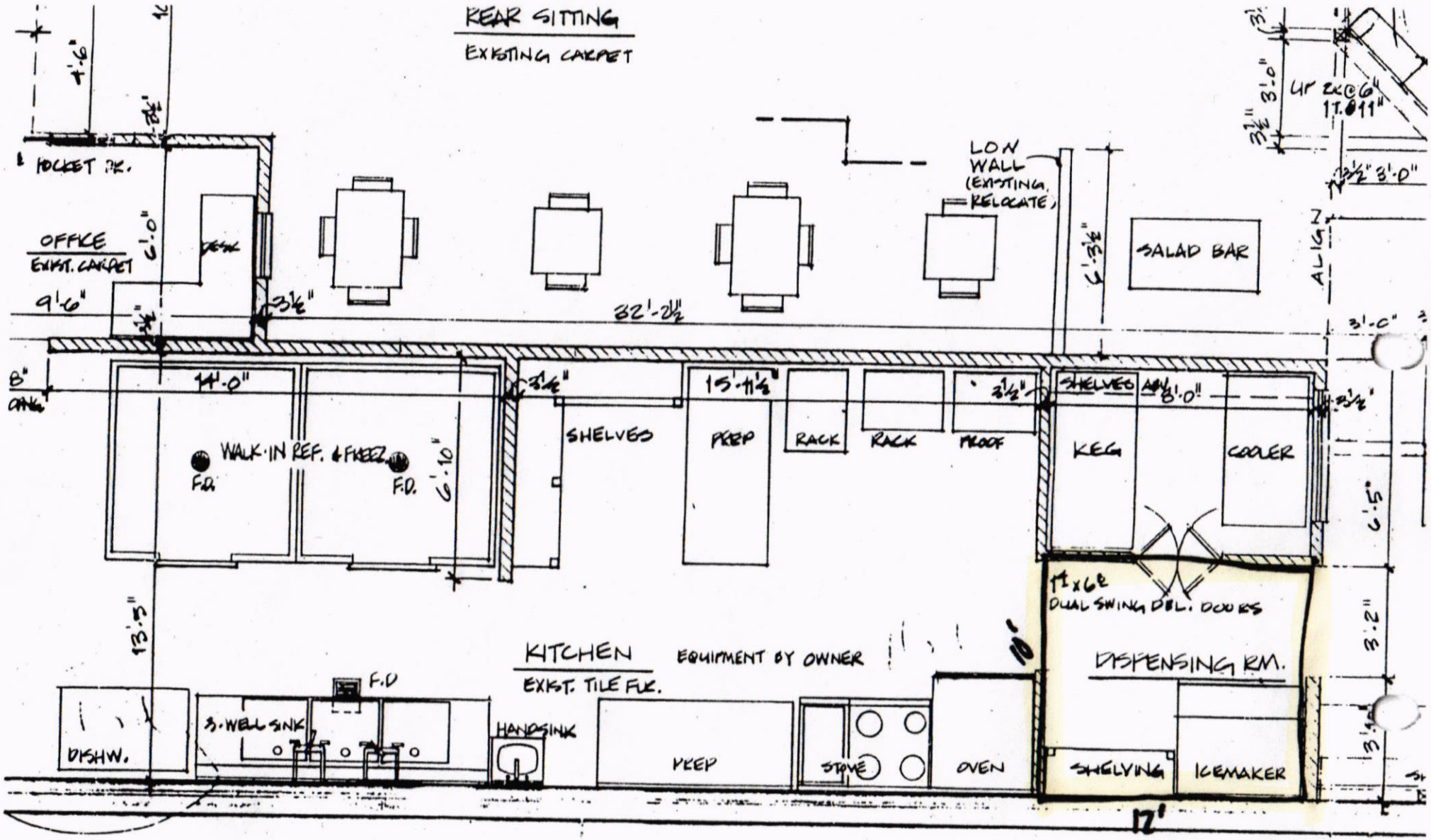
Town of Jackson

P.O. Box 1687

Jackson, WY 83001

(307) 733-3932 x1113

Correspondence, including e-mail, to and from employees of the Town of Jackson and Elected Officials of the Town of Jackson, in connection with the transaction of public business, are subject to the Wyoming Public Records Act and may be disclosed to third parties. ~ The information contained in this transmission may contain privileged and confidential information and is intended only for the use of the person(s) named above. If you are not the intended recipient, please contact the sender immediately by reply e-mail and destroy all copies of the original message. Be green. Keep it on the screen.



4
A1

FLOOR PLAN

1/4" = 1'-0" 2017

China Fun Restaurant

特色菜 Chef's Specialties

照烧鱼 Teriyaki Fish $17.99
照烧牛 Teriyaki Beef $17.99
照烧鸡 Teriyaki Chicken $16.99
照烧猪 Teriyaki Pork $16.99
香干腊肉🌶 Stir-fried Sautéed Preserved Pork With Dried Tofu Slices $16.99
清烧腊肉🌶 Stir-fried sautéed preserved pork $16.99
湘辣腊肉🌶 Spicy sautéed preserved pork $16.99
小炒羊肉🌶 Shredded Lamb with vegetable Hunan Style $18.99
小炒猪肉🌶 Shredded Pork with vegetable Hunan Style $17.99
湘味土鸡砂锅🌶 Hunan Style Chicken in Stone Pot $18.99
小辣椒炒豆腐🌶 Stir-Fried Jalapeno With Tofu $15.99
小辣椒炒鸡蛋🌶 Stir-Fried Jalapeno With Eggs $14.99
水煮鱼🌶 Fish Filets in hot Chili Oil $23.99
水煮牛🌶 Sliced Beef in Chili Oil $23.99
蒙大拿鹿肉 $39.99
蒙大拿野牦牛 $36.99
黄石鳟鱼 ..... 时价

头枱 Appetizers

猪肉水饺 Pork Dumpling (6 Pcs) $6.50
锅贴 Pot Stickers (6 Pcs) $6.50
春卷 Spring Egg Roll (1 Pcs) $1.90
五香花生 Peanuts $7.50
毛豆 Edamame $6.95

凉拌菜 Cold Dishes

夫妻肺片🌶 Mr. and Mrs. Smith $11.99
麻辣牛百叶🌶 $8.99
卤豆腐 Marinated Tofu $6.99
凉拌雪里蕻 Crispfolia $6.99

🌶 Hot & Spicy (We can alter spicy level base on your taste)
18% gratuity added on parties of 8 or more

1-2-2020

汤类 Soups

蛋花汤 Egg Drop Soup.....(S)$1.90 (L)$8.90
酸辣汤 Hot & Sour Soup 🌶 .....(S)$1.90(L)$8.90
蔬菜豆腐汤 Veggie Tofu Soup.....$8.90
萝卜排骨汤 Daikon and Sparerib Soup.....$10.90

凉拌面 Cool Braised Noodles

川香面🌶 Spicy Hot Noodle $13.50
凉面🌶 Cold Noodles with Sesame Sauce $12.50

烧烤类 （少辣🌶，中辣🌶🌶，特辣🌶🌶🌶）

BBQ （Little, 🌶, Medium 🌶🌶, Spicy 🌶🌶🌶）

烤羊肉串 Grilled Lamb Sticks $5.99/2
烤牛肉串 Grilled Beef Sticks.....$4.99/2

家庭套餐 Special Family Dinners

***** 俩人以上套餐, A 套餐 $15.99 每个人/B 套餐 $17.99 每个人 *****

Served for Two Person or More
家庭套餐适宜两人或以上
（A） $15.99 Per Person
One entrée per person.
Each person includes a choice of egg drop soup or hot & sour soup.
Served with egg roll & fried wonton for Appetizers.
Meal is served with egg fried rice.
家庭套餐每人选一道主菜，
每人限一碗蛋花汤或酸辣汤，
一条春卷和炸馄饨及蛋炒饭。

---Entrée 主菜---

1. 青椒牛肉 Green Pepper Beef
2. 芥兰鸡片 Chicken with Broccoli
3. 鱼香肉丝 Shredded Pork in Garlic Sauce 🌶
4. 豆豉豆腐 Bean Curd in Black Bean Sauce
5. 素什锦 Buddha's Delight

Served for Two Person or More
家庭套餐适宜两人或以上
(B) $17.99 Per Person
One entrée per person.
Each person includes a choice of egg drop soup or hot & sour soup.
Served with egg roll & fried shrimp for Appetizers.
Meal is served with egg fried rice.
家庭套餐每人选一道主菜，
每人限一碗蛋花汤或酸辣汤，
一条春卷和炸大虾及蛋炒饭。

---Entrée 主菜---

1. 虾仁豆腐 Bean Curd with Shrimp
2. 芥兰牛 Beef with Broccoli
3. 回锅肉 Hop Spicy Szechuan Pork🌶
4. 宫保鸡 Kung Pao Chicken🌶
5. 手撕包心菜 Shredded Cabbage🌶

🌶 Hot & Spicy (We can alter spicy level base on your taste)
18% gratuity added on parties of 8 or more

牛肉类 Beef

芝麻牛 Sesame Beef $16.95
西兰花牛 Beef with Broccoli $15.95
蒙古牛 Mongolian Beef 🌶 $15.95
青椒牛 Green Pepper Beef $15.95
湖南牛 Hunan Beef 🌶 $15.95

鸡肉类 Chicken

甜酸鸡 Sweet & Sour Chick $14.95
芝麻鸡 Sesame Chicken $14.95
芥兰鸡 Chicken with Broccoli $14.95
蘑菇鸡 Moo Goo Gai Pan $14.95
宫保鸡丁 Kung Pao Chicken 🌶 $14.95
辣子鸡 Diced Chicken Sautéed with Green Peppers 🌶 $14.95

猪肉类 Pork

甜酸肉 Sweet & Sour Pork $14.95
回锅肉 Hot Spicy Szechuan Pork 🌶 $14.95
鱼香肉丝 Shredded Pork in Garlic Sauce 🌶 $14.95
香干肉丝 Shredded Pork with Five Spice Bean Curd $14.95

海鲜类 Seafood

海鲜大烩 Seafood Symphony $18.95
芥兰虾 Shrimp with Broccoli $17.95
宫保虾 Kung Pao Shrimp 🌶 $17.95
鱼片豆腐 Fried Fish with Tofu $17.95

素菜类 Vegetables

素什锦 Assorted Vegetables $12.50
青江菜 Chinese Baby Bok Choy $12.50
麻婆豆腐 Bean Curd Szechuan Style 🌶 $12.50
手撕卷心菜 Shredded Cabbage 🌶 $12.50
酸辣白菜 Spicy and Sour Chinese Cabbage 🌶 $12.50

🌶 Hot & Spicy (We can alter spicy level base on your taste)
18% gratuity added on parties of 8 or more

干煸四季豆 Stir-Fried String Beans 🌶 $12.50

炒饭 Fried Rice

蛋炒饭 Egg Fried Rice $10.50
蔬菜炒饭 Veggie Fried Rice $11.50
肉炒饭 Pork Fried Rice $11.50
鸡炒饭 Chicken Fried Rice $11.50
牛炒饭 Beef Fried Rice $12.50
虾炒饭 Shrimp Fried Rice $12.50
什锦炒饭 Peking Fried Rice $12.50
白饭 Steamed Rice $1.50

捞面 Lo Mein

(Wheat Flour Noodle)

菜捞面 Vegetables Lo Mein $11.50
肉捞面 Pork Lo Mein $11.50
鸡捞面 Chicken Lo Mein $11.50
牛捞面 Beef Lo Mein $12.50
虾捞面 Shrimp Lo Mein $12.50
什锦捞面 Peking Lo Mein $12.50

汤面 Noodle Soup

蔬菜汤面 Vegetables Noodle Soup $12.50
肉丝汤面 Shredded Pork Noodle Soup $12.50
鸡丝汤面 Shredded Chicken Noodle Soup $12.50
牛肉汤面 Shredded Beef Noodle Soup $13.50
本楼汤面 House Special Noodle Soup $13.50
四川汤面 Szechuan Style Noodle Soup $13.50
虾汤面 Shrimp Noodle Soup $14.50
海鲜汤面 Seafood Noodle Soup $14.50

🌶 Hot & Spicy (We can alter spicy level base on your taste)
18% gratuity added on parties of 8 or more

饮料 Beverage

汽水 Soft Drink (Coke, Diet Coke, Sprite, Dr. Pepper, Lemonade, Root Beer) .**$2.00**
果汁 Juice (橙汁/ 蔓越橘汁/ 凤梨汁/ 苹果汁 Orange/ Cranberry/ Pineapple/ Apply) **$2.00**
咖啡/ 热茶 Coffee/Hot Tea.....**$1.90**
热巧克力 Hot Cocoa **$3.90**

冰激凌 Ice Cream

口味 Flavor: Vanilla, Buffalo Chip, Huckleberry, Moose Tracks, Pecan Praline
Cups 1 Scp -- **$ 3.00** 2 Scp -- **$ 5.00**

🌶 Hot & Spicy (We can alter spicy level base on your taste)
18% gratuity added on parties of 8 or more

Plan of Operation

Liquor License Application
Type: Restaurant

Applicant: China Fun WY, LLC.

DBA: China Fun Restaurant

1. Describe how the premises will be operated, what is the nature of the business?

A family-owned restaurant specializing in Chinese Food.

2. What type of alcoholic beverages will be available to customers?

Beer, wine and liquor.

3. Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

Customers will be seated in the dining room and provided a menu. Alcoholic drink orders will be prepared within the specified dispensing room and delivered to customers at their table.

4. What is the official building capacity? 76
5. Do you plan to serve alcohol outside on a deck or patio? NO

   5.a. If so, include a sketch or site plan showing the outside area.

   5.b. If so, describe the outside area, including egress: _____

   5.c. If so, what is your plan to keep customers from leaving with open alcohol containers?

Rec'd 1-27-2020

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

Name	Position/Title	Email
1)Guohui Lu	Owner	guohuilu15@gmail.com
2)Yanxin Liu	Manager	liuyanxin@hotmail.com
3)Yan Liu	Waitress	yanliu0702@hotmail.com

Prepared by: Guohui Lu **Date:** 1/26/2020

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

Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

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

AFFIDAVIT of UNDERSTANDING

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

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

PRINT

Full Legal Name: GUO Hui _____ Lu
First Name | Full Middle Name | Last Name

[redacted] (Male) or Female
Date of Birth | Social Security Number | Driver License: State / Number | Circle one

12/31/2019
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 31st day of December, 2019.

(SEAL)

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES: 1-10-2022

Sandra P. Birdyshaw
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk **PRESENTER**: Sandy Birdyshaw

MEETING DATE: February 18, 2020

SUBJECT: **Liquor License Annual Renewals for License Year 2020-2021**

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and is required to consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors. The statutory findings relate to negative impacts to a neighborhood, purpose of the title, sufficiency in number of licenses already in existence in a neighborhood, the desires of the community, and negative impacts on governmental standards or restrictions. The Jackson Municipal Code findings relate only to renewal applications and concern violations of state and local liquor laws, compliance failures, occupancy concerns, a pattern of illegal acts, failure to educate on prevention of sales to minors, and failure to comply with the approved plan of operations.

As noticed, pursuant to Wyoming Statute 12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING TO HEAR PROTESTS against the issuance, renewal, or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Town Council may then hear information presented by staff, discuss the applications, and then act on the renewals.

BACKGROUND/ALTERNATIVES

The Wyoming Liquor Division designates the dates of a liquor license year throughout the state; for Jackson the year begins April 1 and ends March 31. A public hearing is required to be held at least 30 days prior to expiration of the license for the purpose of hearing protests from the public. The renewal application process begins when the State provides the Town Clerk with the renewal package and ends following Town Council approval when renewed certificates are mailed. This is a four-month process from the end of October to February.

The Town has 81 liquor licenses going into the new liquor license year. Counting backwards, there were 84 last year, 81 the year before, 80, 73, and 68 before that.

The attached Renewal Exhibits include a Renewal Chart listing each liquor license for renewal, a Conditions Chart listing conditions/restrictions previously placed on licenses, plus supplemental information.

The Jackson Police Department (JPD) has performed background checks on the signatories of each application, with no concerns noted. The JPD also provided service call and compliance check information for 2019. Information on the compliance checks are included in the Exhibits and lists both passes and failures.

Each renewal application has been reviewed by the Town Clerk's office and the Wyoming Liquor Division has certified the applications as complete in accordance with Wyo. Stat. §12-4-104(d). Renewals must be acted on prior to March 31 per Wyoming Statute.

Grounds for Nonrenewal. Both the Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyoming Statute §12-4-104(b) provides findings for nonrenewal.

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

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.

II. Jackson Municipal Code 6.60 provides findings for nonrenewal:

6.60.010 A. A license or permit shall not be renewed or transferred if the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.

6.60.010 C. The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:

1. Failure of the license holder to comply with any provisions of this chapter;
2. Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;
3. Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;
4. A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;
5. Conviction of any nonprocedural violation of state or local liquor laws.
6. Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors.
7. Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;
   a. On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS … training within thirty (30) days of failing the compliance check.
   b. On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS … training within forty-five (45) days of failing the compliance check.
8. Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council.

The Town Council has several options available to it at this meeting, including:

1. Conduct the required public hearing to hear public protest. Consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors. **Approve all** applications listed in the Renewal Chart.

2. Conduct the required public hearing to hear public protest. Consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors. **Continue one or several** applications until the March 2, 2020 Council meeting **and approve the remaining** renewal applications listed in the Renewal Chart.
3. Conduct the required public hearing to hear public protest. Consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors. **Make required findings and deny one or several** application(s) based on the Wyoming Statutes and/or Jackson Municipal Code **and approve the remaining** renewal applications listed in the Renewal Chart.
4. Conduct the required public hearing to hear public protest. Consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors. **Continue any action** on the renewals until the March 2, 2020 Council meeting. Renewals must be acted on prior to March 31.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT

These applications were processed according to Title 12 of the Wyoming Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority; each license holder; the Police Department and Town staff as related to compliance with liquor laws, and the residents and guests of the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of these applications would maintain licenses in an active status, thus generating revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Renewal of these liquor licenses will generate approximately $113,000 in renewal fees paid to the Town of Jackson. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact associated with renewal applications is a significant, five month task which involves preparing applications for mailing, reviewing each application and cross-checking information with last year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at each renewal premises, providing affidavits to the police department for background checks and reviewing results, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, license certificates are printed and mailed to licensees, and applications are placed in respective liquor files.

LEGAL REVIEW Ongoing as needed.

ATTACHMENTS Renewal Exhibits

RECOMMENDATION

Staff recommends that the three nonoperational licenses be removed from the Renewal Chart for separate action based on the need for different terms for each nonoperational license, and all other liquor license applications in the Renewal Chart be acted on together. Renewals must be acted on prior to March 31.

SUGGESTED MOTIONS

If Council wishes to follow the staff recommendation:

Suggested General Motion:

1. Mayor calls the item from the agenda and opens with the following:

   "Staff requests that the nonoperational licenses be removed from the Renewal Chart for separate action based on their nonoperational status and need for an individual term for each nonoperational license. These licenses being pulled from the Renewal Chart and that will be acted on individually are **1)** 135 E Broadway LLC, d/b/a *Café Genevieve*; **2)** Tastebuds LLC, d/b/a *Lift Jackson Hole*; and **3)** LFM Jackson LLC d/b/a *Lucky's Market*. Do any Councilmembers have any other licenses that she or he would like acted on individually?"
2. The Mayor then opens a public hearing to hear protests against the renewal of those licenses remaining in the Renewal Chart.
3. The Mayor closes the public hearing after comment, if any.
4. The suggested motion is:

   Having considered the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors for each of these applications, I move to approve the liquor license renewal applications for the 2020–2021 liquor license year as presented in the Renewal Chart, with the exception of **a)** 135 E Broadway LLC, d/b/a *Café Genevieve*; **b)** Tastebuds LLC, d/b/a *Lift Jackson Hole*; and **c)** LFM Jackson LLC d/b/a *Lucky's Market*, and with the following conditions:

   1) any additional minor corrections made by staff and the Wyoming Liquor Division and
   2) all renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.

First Nonoperational Renewal Motion:

Having considered the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors for this application, I move to approve the **135 E Broadway LLC** d/b/a *Café Genevieve* liquor license renewal application for nonoperational status through a term ending on **July 2, 2020,** and with the following conditions:

1) any additional minor corrections made by staff and the Wyoming Liquor Division and
2) all renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.

Second Nonoperational Renewal Motion:

Having considered the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors for this application, I move to approve the **Tastebuds LLC** d/b/a *Lift Jackson Hole* liquor license renewal application for nonoperational status through a term ending on **June 1, 2020,** and with the following conditions:

1) any additional minor corrections made by staff and the Wyoming Liquor Division and
2) all renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.

Third Nonoperational Renewal Motion:

Having considered the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010.C factors for this application, I move to approve the **LFM Jackson LLC** d/b/a *Lucky's Market* liquor license renewal application for nonoperational status through a term ending on **February 7, 2021,** and with the following conditions:

1) any additional minor corrections made by staff and the Wyoming Liquor Division and
2) all renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.

RENEWAL EXHIBITS

TOWN OF JACKSON LIQUOR LICENSES

at January 14, 2020

The number of liquor licenses allocated to municipalities is directed by Wyoming Statutes. Population formulas using official Census Bureau counts are used to determine the number of Retail, Bar & Grill, Microbrewery, and Winery licenses. Resorts, Restaurants, and Limited Retail (Clubs) must meet criteria as outlined in the state statutes.

Jackson Population: 10,449 (2015)	Retail	Bar & Grill	Microbrewery	Winery	Resort	Restaurant	Limited Retail (Club)	Satellite Winery
# Licenses authorized	20	6	20	20	-	-	-	-
# Issued by ToJ	20 *	6	5	0	4	41	3	1
Notes:	* Includes +1 retail license from the September 2016 Annexation including Cutty's. 1 retail license is being held by the Town (formally held by the Tavern).							

RENEWAL CHART

The licenses listed below will be included in the annual renewal motion unless removed from the Renewal Chart by the Town Council.

Applicant	DBA	Address

Bar & Grill Liquor License (6):

HAND FIRE PIZZA JH LLC	HAND FIRE PIZZA	120 N CACHE ST
HOLE BOWL LLC	HOLE BOWL	980 W BROADWAY
LOCAL RESTAURANT LLC (THE)	LOCAL RESTAURANT & BAR	55 N CACHE
MERRY PIGLETS MEXICAN CANTINA & BBQ INC	MERRY PIGLETS (THE)	160 N CACHE ST- SOUTH
MOB JACKSON HOLE LLC	MOE'S ORIGINAL BBQ	140 N CACHE ST SUITES C & D
BISTRO MRG LLC	RENDEZVOUS BISTRO	380 S BROADWAY

Limited Retail (Club) Liquor License (3):

BPO ELKS 1713	BPO ELKS 1713	270 W BROADWAY
AMERICAN LEGION POST #43	JACKSON HOLE POST #43	190 N CACHE ST
COMMUNITY CENTER FOR THE ARTS INC	CENTER FOR THE ARTS	265 S CACHE

Microbrewery Permit (5):

JH BREWERY LLC	JH BREWERY	75 E PEARL AVE
GET LOOSE LLC	ROADHOUSE BREWING CO PUB & EATERY	20 E BROADWAY
TETON BREWING COMPANY LLC	STILLWEST BREWERY AND GRILL	45 E SNOW KING AVE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S MILLWARD
GET FUNKY LLC	ROADHOUSE BREWING COMPANY	1225 GREGORY LN

Resort Liquor License (4):

SNOW KING MOUNTAIN RESORT LLC	KING'S GRILL	402 E SNOW KING AVE
ACP LJH 80 SCOTT HOLDINGS LLC	LODGE AT JACKSON HOLE (THE)	80 S SCOTT LN
JOHNSON RESORT PROPERTIES	RUSTIC INN	425 N CACHE
BENCHMARK HOSPITALITY OF WYOMING LLC	SNOW KING RESORT	400 E SNOW KING

Restaurant Liquor License (41):

ANNIE'S KITCHEN LLC	ANNIE'S THAI KITCHEN	265 W BROADWAY
KIMS CORNER LLC	BAPP	340 W BROADWAY
BIG HOLE BBQ JACKSON LLC	BIG HOLE BBQ	325 W PEARL AVE
BLUE LION INC (THE)	BLUE LION (THE)	160 N MILLWARD
FLAT CREEK BBQ LLC	BUBBA'S	100 FLAT CREEK
MADE IN JACKSON HOLE INC	BUNNERY (THE)	130 N CACHE ST
135 E BROADWAY LLC Non-operational since fire on 7-2-19, plans to reopen March 2020. Has 1 year to become operational = July 2, 2020	CAFÉ GENEVIEVE	135 E BROADWAY
CHINATOWN LEE INC	CHINATOWN RESTAURANT	850 W BROADWAY SUITE A
EFC WY LLC	E LEAVEN FOOD COMPANY	175 CENTER ST
SALSA GROUP INC (THE)	EL ABUELITO FAMILY RESTAURANT	385 W BROADWAY
EVEREST MOMO SHACK LLC	EVEREST MOMO SHACK	245 W PEARL AVE
FIESTA JACKSON LLC	FIESTA	975 ALPINE LN #3
YOR RESTAURANT GROUP CORP	GATHER	72 S GLENWOOD
GUN BARREL STEAKHOUSE LLC (THE)	GUN BARREL (THE)	862 W BROADWAY
CALIENTE TAQUERIA LLC	HATCH TAQUERIA & TEQUILAS	120 W BROADWAY
JACKSON DRUG LLC	JACKSON DRUG	15 E DELONEY AVE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S MILLWARD
JACKSON HOLE ROASTERS INC	JACKSON HOLE ROASTERS	50 W BROADWAY UNIT 109
KING SUSHI COMPANY LLC	KING STREET SUSHI	75 KING ST
KITCHEN LLC (THE)	KITCHEN (THE)	155 N GLENWOOD
LBJH LLC	LIBERTY BURGER	160 N CACHE- NORTH
J & J FOOD COMPANY LLC	MIAZGA'S	399 W BROADWAY
DJ FLAMBE LLC	MILLION DOLLAR COWBOY STEAKHOUSE	25 N CACHE ST BASEMENT
IL FERRAIO LLC	ORSETTO	161 CENTER ST
SHOPCOO LLC	PEARL STREET MARKET	40 W PEARL AVENUE
PERSEPHONE BAKERY LLC	PERSEPHONE BAKERY	145 E BROADWAY
ALBA'S FINE FOODS LLC	PHOENIX AND THE DRAGON (THE)	145 N GLENWOOD
SELKIRK INC	PICAS	1160 ALPINE LN
ILLAMAR LLC	PINKY G'S PIZZERIA	50 W BROADWAY UNIT 105
PIZZERIA CALDERA LLC	PIZZERIA CALDERA	20 W BROADWAY
GET LOOSE LLC	ROADHOUSE BREWING CO PUB & EATERY	20 EAST BROADWAY
SAN JUAN RESTAURANT MEXICAN FOOD LLC	SAN JUAN RESTAURANT	65 S GLENWOOD ST
TETON BREWING COMPANY LLC	STILLWEST BREWERY AND GRILL	45 E SNOW KING AVE

SCARFISH LLC	SUDA	140 N CACHE ST SUITE B
NICOLAS SOSA	TACOS Y TORTILLAS EL METATE	850 WEST BROADWAY SUITE H
INDIAN ROOM LLC (THE)	TETON TIGER	165 N CENTER ST
JEREMY TOFTE	THAI ME UP	75 E PEARL AVE
TIJUANA MEXICAN RESTAURANT LLC	TIJUANA AUTHENTIC MEXICAN RESTAURANT	520 HWY 89 #4 & 5
WLB LLC	TRIO	45 S GLENWOOD
WHITE BUFFALO CLUB LLC	WHITE BUFFALO CLUB (THE)	160 W GILL AVE
WYOMING INN HOLDINGS LLC	WYOMING INN OF JACKSON HOLE	930 WEST BROADWAY

Retail Liquor License (20):

CRU LLC	BIN 22	200 W BROADWAY
BUD'S EASTSIDE LLC	BUDS EASTSIDE LIQUOR	582 E BROADWAY
BOCHICCHIO INC	CREEKSIDE MARKET & DELI	545 N CACHE ST #8
CUTTYS BAR & GRILL LLC	CUTTYS	1140 W HWY 22
ANVIL HOTEL PARTNERS LLC	GLORIETTA	242 N GLENWOOD ST
HOTEL JH LLC	HOTEL JACKSON	120 N GLENWOOD
WYOMING GROCER LLC	JACKSON WHOLE GROCER	1155 S HWY 89
JACKSON LIQUORS LLC	KJS PHILLIPS 66	1055 W BROADWAY
TASTEBUDS LLC Closed and non-operational since 10-31-18. Has 1 year to become operational (excluding time stayed) = June 1, 2020	LIFT JACKSON HOLE	645 S CACHE STREET
LIQUOR STORE OF JACKSON HOLE INC	LIQUOR STORE (THE)	115 BUFFALO WAY
LFM JACKSON LLC Closed and non-operational since 2-7-2020. Has 1 year to become operational = February 7, 2021	LUCKYS MARKET	974 W BROADWAY
COWBOY LIQUOR LLC	MILLION DOLLAR COWBOY BAR (THE)	25 N CACHE ST
PLAZA LIQUOR LLC	PLAZA LIQUOR	832 W BROADWAY
PINK GARTER LLC	ROSE (THE)	50 W BROADWAY UNIT 201
NEB LLC	SIDEWINDERS	945 W BROADWAY
SILVER DOLLAR INC (THE)	SILVER DOLLAR BAR	50 N GLENWOOD
SMITHS FOOD & DRUG CENTERS INC	SMITHS FOOD & DRUG #184	1425 S HWY 89
SNAKE RIVER CORPORATION	SNAKE RIVER GRILL	84 E BROADWAY
VFJH LLC	SPIRITS & SPICE	80 W BROADWAY UNIT 101
FLAT CREEK DEVELOPMENT COMPANY	VIRGINIAN TAVERN	750 W BROADWAY AVE

Satellite Winery Permit (1):

JACKSON HOLE WINERY LLC	JACKSON HOLE WINERY SATELLITE	45 W BROADWAY

Liquor Licenses Excluded from the Renewal Chart

One (1) Retail Liquor License is excluded from the Renewal Chart. This license is currently held by the Town of Jackson. No action is needed on this license.

RETAIL LIQUOR LICENSE	PREVIOUSLY TOWN SQUARE TAVERN

CONDITIONS AND RESTRICTIONS CHART

The following conditions and restrictions of approval previously placed by Town Council at the time of the initial license approval (or added since then) will carry forward to the renewed license.

Hotel Jackson	The retail liquor license was approved on November 18, 2013 for Woodshed, LLC and conditioned to prohibit the use of the liquor license in the aspect of a package retail liquor store. The license was transferred to Hotel JH, LLC on June 1, 2015 with the same restriction.
Creekside	The retail liquor license was approved on August 2, 2001 and included one condition as volunteered by the applicant, the license will revert back to the Town of Jackson if Bochicchio, Inc dba Creekside Market and Deli goes out of business.
The Rose	The retail liquor license was approved on May 25, 2010 for Pink Garter LLC and conditioned as follows: all alcohol sales will be for * on-premises consumption only, and when minors are permitted in the theater area alcohol consumption will be prohibited in the theater area. * On August 1, 2016, Council lifted the condition of approval that alcohol sales were for on-premises consumption only and added a new condition that the package retail store known as The Rackhouse would close at 10:00 p.m.
Glorietta	The retail liquor license was transferred from Nani's Inc. on November 2, 2015 to Anvil Hotel Partners LLC and conditioned as follows: The retail liquor license is restricted from including a package liquor store component, except for bottled Italian wines. In December 2016, Anvil Hotel Partners changed their *doing business name* from Nani's to Glorietta.
Snake River Grill	The retail liquor license was approved on February 6, 2006 for Snake River Corporation and conditioned as follows; that the license is conditioned to prohibit a package liquor store component.
Spirits & Spice	The retail liquor license was approved on August 2, 2011 for VFJH, LLC and conditioned as follows: As volunteered by the applicant, the license will revert back to the Town of Jackson if VFJH, LLC goes out of business. In January 2018 the *doing business name* was changed from Vom Fass to Spirits & Spice. In November 2018, Council approved the location transfer from 60 E Broadway to 80 W Broadway, Suite 101 and added specific language to motion: Alcoholic beverages may be sampled on the premises by customers and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the premises.
Roadhouse (on Gregory)	The microbrewery permit was approved on March 20, 2017 for Roadhouse Brewery Group LLC and because of zoning and use, the tasting room was conditioned as follows: The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions: a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m. b) Only free samples of food shall be served to customers for on-site consumption. c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage. d) On-premises consumption shall be limited to 10% of yearly production. e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use. The ownership name transferred to Get Funky, LLC with the same dba name on January 16, 2018.

The Wyoming Liquor Division views the restriction of prohibiting package sales for off-premises consumption on a retail liquor license as an agreement between the Town and the Licensee, and has historically left that matter to the Town's discretion as the Local Licensing Authority. Because a retail liquor license typically allows for sales for off-premises consumption, the Liquor Division will neither support, nor enforce the restriction. Please see the Legal Review section of the staff report for more information on the Council's authority to place reasonable restrictions on liquor licenses.

2019 Compliance Checks

Jackson Police Officers conducted 39 alcohol compliance check visits in 2019. Of the 39 visits, there were 8 failures. This compares to last year's 49 checks and 15 failures, and the year before at 82 checks with 10 failures. Sergeant Weber manages the Town's compliance check program and can answer questions or provide more information if needed. There were not any second compliance check failures during 2019.

2019	**31 Passed**	**8 Failed** *(all were 1st in 12 months)*	**Did server receive training within 30 days?**
Mar 13	♦ Café Genevieve ♦ Hatch ♦ Kitchen ♦ San Juan ♦ Roadhouse (Broadway) ♦ Teton Tiger	♦ Hand Fire Pizza ♦ Trio ♦ Hayden's Post	✓ 28 days × 67 days × 49 days
May 27	♦ BAPP ♦ Big Hole BBQ ♦ E Leaven ♦ Fiesta ♦ Everest Momo Shack ♦ Glorietta ♦ Hong Kong Buffet ♦ Kazumi ♦ Miazga's ♦ Persephone ♦ Picnic ♦ Suda ♦ Thai Me Up ♦ Tijuana	none	
July 30	♦ American Legion ♦ King Street Sushi ♦ Pearl Street Market	♦ Jackson Drug ♦ King's Grill ♦ Cowboy Steakhouse ♦ San Juan*	♦ seasonal emp - gone ♦ seasonal emp - gone ✓ 21 days * see note
Nov 20	♦ Bubba's ♦ Pica's ♦ Hole Bowl ♦ Lucky's ♦ Creekside ♦ Liberty Burger ♦ Big Hole BBQ ♦ El Metate	♦ Cutty's	× 38 days

* This compliance check failure was not cited due to apparent cultural/language barrier. JPD provided education to server and manager.

Not Renewing their Liquor License

Three liquor license holders have chosen to not renew their license and are not included in the Renewal Chart.

Hong Kong Buffet – business closed
Picnic – not pursuing a liquor renewal
Rusty Parrot Lodge – business closed due to fire, decided not to renew until ready to reopen

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: FEBRUARY 13, 2020
MEETING DATE: FEBRUARY 18, 2020

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

SUBJECT: **ITEM P19-248:** DEVELOPMENT PLAN TO DEVELOP A 29-UNIT CONDOMINIUM BUILDING AT 165 AND 185 NORTH GLENWOOD STREET

APPLICANT: NICK ORTHMANN – BEAR DEVELOPMENT, LLC

STATEMENT/PURPOSE

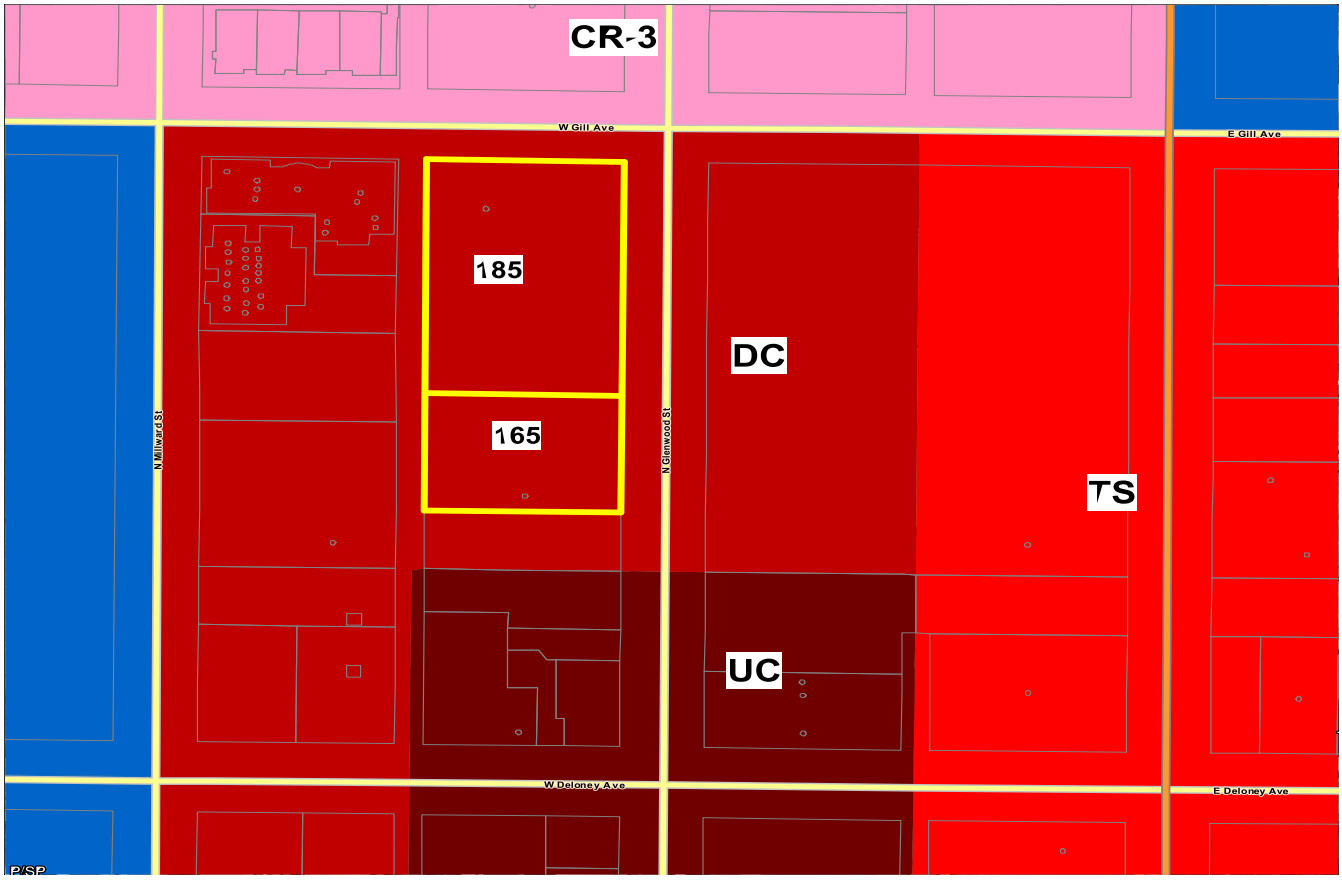
The applicant is requesting approval of a Development Plan for a 29-unit condominium building of residential and short-term rental units for the properties located at 165 and 185 North Glenwood Street.

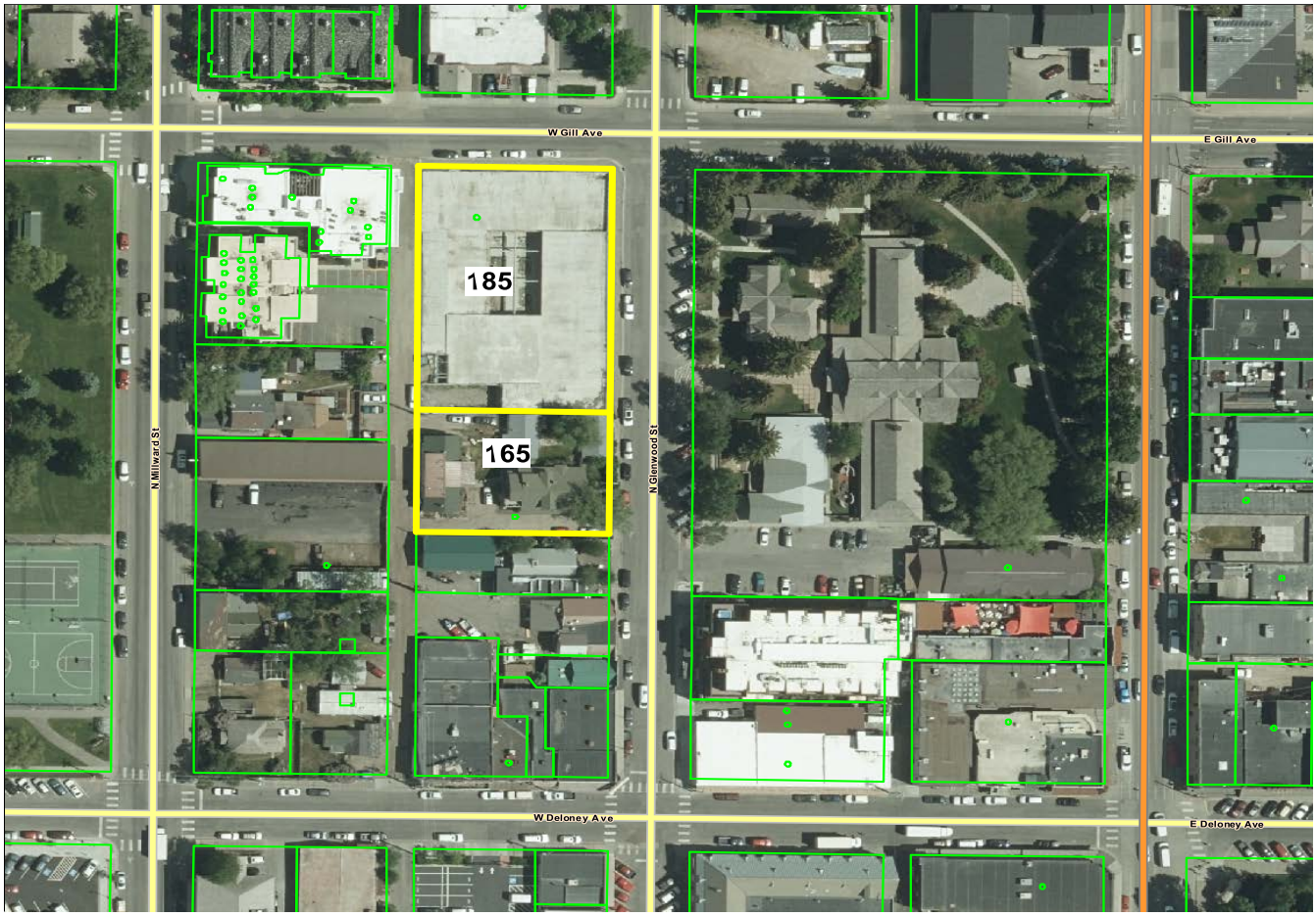
APPLICABLE REGULATIONS

Section 8.3.2 Development Plan

LOCATION

The properties are located at 165 and 185 North Glenwood Street, legally known as Lots 1 – 6, BLK. 6, JACKSON. An aerial photo and zoning map are shown below:


CR-3
W Gill Ave
E Gill Ave
185
165
DC
TS
UC
N Millward St
N Glenwood St
W Deloney Ave
E Deloney Ave
P/SP


W Gill Ave
E Gill Ave
185
165
N Millward St
N Glenwood St
W Deloney Ave
E Deloney Ave

BACKGROUND/ALTERNATIVES

The applicant's 0.96-acre property extends more than half a block and includes 185 North Glenwood (4 lots) and 165 North Glenwood (2 lots). It includes the corner with West Gill Avenue and is adjacent to the alley extending from W. Gill Avenue. It is zoned Downtown Commercial (DC) and located in the Lodging Overlay (LO). The St. Johns Church property is located across the street to the east.

The larger 185 N. Glenwood site currently contains a covered underground parking garage. This structure is the only development on the site and is a remnant from the previous McCabe Corner housing project that was approved in 2007 but never completed. The applicant bought the property in 2012 and soon thereafter covered the then partially complete underground parking garage that was known as the "hole in the ground." The existing garage footprint is located approximately 10' from the curbs on N. Glenwood and W. Gill. The two lots on the 165 N. Glenwood site were acquired by the applicant in 2016 and currently contain a mix of residential and commercial uses in four older structures. The applicant has applied for a demolition permit for all four structures.

Previous Approvals

On July 1, 2019 the Town Council approved a Sketch Plan (P19-097 & P19-098) for a 29-unit condominium project with the following conditions of approval:

1. The applicant shall pave the alley adjacent to the property for the full length of the 300'-wide project site.

2. As part of the Development Plan submittal, the applicant shall clarify how they plan to ensure that long-term residential units are not used for short-term rental use.

On July 1, 2019 the Town Council also approved an Administrative Adjustment (P19-199) to reduce the required Pedestrian frontage from 13'6" to 13'1" on the Glenwood Frontage and to 10'1" on the Gill frontage with the following condition of approval:

1. Final design approval of the curb location and Glenwood Street cross section shall be obtained from the Town Engineer and Planning Director prior to approval of the Building Permit.

On May 9, 2019 the Design Review Committee (DRC) reviewed and approved the condominium project during Sketch Plan review. On November 29, 2019, the DRC reviewed the project again in conjunction with this Development Plan. The main change to the building was replacing the COR-TEN metal (brownish-orange) with gray metal panels. The DRC approved the project with the following conditions:

1. Consider options for modifying the gray color palette. In particular, the proposed metal panels could be improved with a warmer, possibly darker, grey color to avoid the "car dealership" grey aesthetic.
2. Given the high amount of grey, including the substantial amount of concrete, many members supported to use of board-form concrete to ensure a high quality final product.
3. The applicant shall submit samples of the primary exterior materials with the building permit for staff and DRC review.

PROJECT DESCRIPTION

General Overview

The applicant is requesting approval of a Development Plan for a 29-unit condominium project in two buildings that will be connected with underground parking (48 spaces, or 67 spaces including tandem spaces). The project will include 18 short-term rental units (which also are allowed long-term residential use), 6 market residential units, and 5 deed-restricted workforce housing units in a total of approximately 89,000 sf of habitable floor area (with about 80,000 sf of that being above ground). The applicant has provided a diagram showing the location and number of each type of unit within the development. The project includes a central courtyard that is accessed from both Glenwood Street and Gill Avenue and provides private open space. All vehicular access and parking will be from the alley that is required to be paved by the applicant for the full length of the 300'-wide project. Each unit is designed as a 3-story, townhouse most of which will have a private entrance (no common hallways) from both the underground parking structure and the adjacent street or courtyard.

Phasing: The applicant's intent is to build the project in two phases. The first phase would start soon after approval of this Development Plan, and the second phase would likely commence before Phase 1 was complete but final timing has not been determined. Generally with phased developments the Town has required a Building Permit for Phase 2 to be submitted within 3 years of completion (i.e. Certificate of Occupancy) of Phase 1. The two phases are summarized below:

<u>Phase 1 (185 Glenwood)</u>:

• 20 Units	Above Grade
o 12 Short-term Rental units (base FAR)	(33,906 sf)
o 5 free-market residential units (2:1 Bonus)	(13,251 sf)
o 3 Workforce Ownership units (2:1 Bonus)	(6,742 sf)

<u>Phase 2 (165 Glenwood)</u>

• 9 Units	
o 6 Short-term Rental units (base FAR)	(17,907 sf)
o 1 free-market residential unit (2:1 Bonus)	(3,018 sf)
o 2 Workforce ownership units (2:1 Bonus)	(4,245 sf)

TOTAL:

- Above Grade: 79,069 sf
- All Habitable (includes basements): 89,179 sf

Affordable Housing Credit and Requirement: The applicant calculates that the two properties have a combined housing credit under Sec. 6.3.2.A.1 in the LDRs of 11.61 units. This is based on the historical uses (since December 18, 1995) of Office and Light Industrial uses (former Jackson Hole News and Guide on 185 N. Glenwood), and Retail and Outfitter/Tour Operator uses on 165 N. Glenwood (various retail stores and JH Mountain Guides). The applicant has provided an independent calculation, as required by the LDRs, to determine the housing mitigation credit for the previous Outfitter/Tour Operator use. In summary, the only proposed development that requires housing mitigation are the 18 Short-Term Rentals (which are mitigated at the higher Short-Term Rental rate rather than the lower long-term residential rate) because the remainder of the units are exempt from mitigation under the Workforce Housing Bonus FAR in Sec. 7.8.4 (see next paragraph). According to the applicant, the non-exempt units generate an affordable housing mitigation requirement of 11.44 units. Thus, their credit of 11.611 units would exceed their affordable housing requirement and so no affordable housing mitigation is proposed for the project.

Workforce Housing Floor Area Bonus: The project is also using the Workforce Housing Floor Area Bonus in Sec. 7.8.4 to allow additional floor area for market and deed-restricted housing (please see the Staff Analysis section for explanation of how the "2:1" FAR bonus works). Using the 2:1 FAR bonus, the applicant is proposing 6 market bonus units (16,269 sf) and 5 Workforce deed-restricted units (10,978 sf).

Summary of Changes from Sketch Plan:

- The number of short-term rental units (which also allow long-term rental) increased from 15 to 18. The applicant's previous housing credits were sufficient to cover the increase in short-term rentals (Please see the Affordable/Employee/Workforce Housing section below).
- The total amount of market long-term residential units decreased from 9 to 6. All 6 are generated from the 2:1 Far bonus.
- Total tandem parking increased from 62 to 67.
- Phase 1 still includes 20 units, but the breakdown changed: The number of short-term rental units increased from 9 to 12 and the amount of free-market residential units was reduced from 8 to 5. The amount of workforce ownership units remains at 3.
- Phase 2 remains the same with 6 short-term rental units, 1 free-market residential unit & 2 workforce ownership units.
- Total above ground base FAR reduced from 1.29 (53,535 sf) to 1.26 (52,521 sf).
- Exterior COR-TEN metal (brownish-orange metal) was replaced with gray metal panels.
- The interior corridor has been modified to feel more open by removing some of the vertical elements.
- Bulb-out corner proposed at the northeast corner of the project has been removed and replaced with a traditional curb.
- Pedestrian frontage along West Gill Avenue changed from trees & pavers to trees and landscaping.

STAFF ANALYSIS

Development Plan Review

The purpose of a Development Plan is to review a physical development or development option that is large and complex enough to benefit from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of final construction or plat documents. This project requires both Sketch Plan and Development Plan because the project's 52,521 sf of qualifying floor area exceeds the 19,500 sf threshold for a Sketch Plan and Development Plan in the DC Zone. Staff finds that the information submitted by the applicant to be appropriate for reviewing the proposed development at this final Development Plan phase.

Conformance with the Comprehensive Plan

This site is located Character District 2: Town Commercial Core and Subarea 2.3: Downtown. This is a *Transitional* area intended for redevelopment with a mixture of 2 to 3-story commercial and residential buildings, a high level of pedestrian and transit connection, high-quality public spaces, and a high concentration of tourist-related accommodations and services. Parking should be hidden or underground and buildings should create an attractive street wall to encourage pedestrian activity. Other than street trees, landscaping and green areas are minimal and largely provided on a voluntary basis. Staff finds that the project is consistent with these goals but please see the section on Findings for Development Plans for staff's more detailed analysis on the project's conformance with the Comprehensive Plan.

Compliance with Sketch Plan & Administrative Adjustment Conditions of Approval

Sketch Plan

1. The applicant shall pave the alley adjacent to the property for the full length of the 300'-wide project site.

   Response: The applicant has stated in their application that they will pave the alley for the full length of their 300'-wide project. Staff has added a condition of approval requiring the applicant to provide alley paving plans in their Building Permit for Phase I.

2. As part of the Development Plan submittal, the applicant shall clarify how they plan to ensure that long-term residential units are not used for short-term rental use.

   Response: The applicant has provided a written response to this condition that includes several actions on their part to ensure that all long-term residential unit are not used for short-term rental use. The applicant has identified all unit types on the floor plans so that it is clear which units can be rented short-term and which cannot. The applicant has also stated they will ensure the buyers and the home owner's association are aware of which units cannot be rented short-term. In addition, the will work with the Town to any other reasonable measures to ensure all units are rented as approved.

Administrative Adjustment

1. Final design approval of the curb location and Glenwood Street cross section shall be obtained from the Town Engineer and Planning Director prior to approval of the Building Permit.

   Response: The applicant provided a preliminary street improvement plan for North Glenwood which reflects the centerline shifting east by 1.25 feet. From west to east, the proposed right-of-way consists of the following:
   - *6-foot wide sidewalk*
   - *5-foot wide furnishing area (trees and grates)*
   - *9-foot wide parallel parking*
   - *10-foot wide travel lane (southbound)*
   - *10.9-foot wide travel lane (northbound)*
   - *21.5 feet of angled parking (55 degrees)*

   The Town Engineer has reviewed this plan and currently has no significant concerns. However the applicant will need to continue working with the Town Engineer on the final street design. To ensure this staff has carried the above condition forward with this Development Plan. As a result of additional public comment opposing the road realignment, Planning and Engineering have discussed the plan in further detail and have provided new information which can be found below in the **North Glenwood Road Realignment** section.

Conformance with Other Applicable Regulations

Staff finds that the applicant complies with the dimensional standards in the DC zone as shown in the table below and discussed further in this section.

	DC	Proposed	Complies?
FAR	1.3 base max (54,363 sf) + 2:1 Workforce Bonus: Determined by proposal	1.26 base (52,521) + 2:1 Workforce Bonus: (30,359 sf (including basements)	Yes
LSR	n/a	n/a	Yes
Plant Units	n/a	n/a (10 street trees provided)	Yes
Minimum Lot Size	n/a for condo/townhome	n/a for condo/townhome	Yes
Height	42’ (< 5:12 roof pitch) 46’ (≥ 5:12 roof pitch)	42’ (< 5:12 roof pitch)	Yes
Density	n/a	30 units per acre	Yes
Parking	1.5 space per unit = 43.5	48 spaces (67 including tandem)	Yes
Primary Street Setback (Glenwood)	0’ – 5’	2’-8”	Yes
Secondary Street Setback (Gill)	0’ – 5’	2’-10”	Yes
Rear Setback (south)	0’ or 5’	5’-3”	Yes
Street Façade Width	80% of primary and secondary street	94% for primary and 87% for secondary	Yes
3rd Story Stepback	10’ with 60% encroachment allowed	10’ and 59% encroachment	Yes
Pedestrian Frontage	13’6” with Trees in Grate	13’1” (Glenwood) and 10”1” (Gill) both Trees in Grate	Yes (Approved Admin Adjustment)

Landscaping

There is no landscaping requirement for this project because the DC zone has no LSR requirement. However, the applicant has provided a landscaping plan (stamped by WY Landscape Architect) that shows a variety of planter boxes along the front facades and at the entrance of each unit. These plantings not only help to break up the mass of the buildings but they add greenery to the public view while helping to define the public and private realms along the sidewalk. Additional planters are proposed within the private courtyard, and while these planters will not impact the public view, they will create a more inviting semi-private area where residents of the project can enjoy the outside and visit with each other. The project also proposes 10 new street trees (Ash and American Elm) as part of their “Trees in Grate” and “Trees in Lawn” pedestrian frontage requirement. These trees will provide shade and screening of the project and help to create an attractive sidewalk experience for all users.

Historical and Cultural Resources

There are no existing historical structures or resources on the 185 N. Glenwood site. At this time, the site is entirely developed with an underground parking structure.

The 165 N. Glenwood site currently has four structures. None of these structures are listed on the National register of Historic Places or are designated as a local historic resource (i.e., has a local plaque) by the Teton County Historic Preservation Board's (TCHPB). The applicant submitted a demolition permit for all four structures on 165 N. Glenwood on May 14, 2019. The TCHPB provided comments stating that the two southern-most structures are important based on their association with St. Johns Church and Hospital (nurse quarters) and requested a 90-day stay from Town Council. On June 3, 2019, the Council approved a 90-day stay from demolition of both structures. That 90 days ended and the demolition permit was approved on October 1, 2019. The applicant has 180 days from approval to pick up the permit.

During Sketch Plan, the Town Council and applicant had conversations about the possibility of preserving the structures and/or holding off on demolition until after the winter so as to not displace the residents living there. At this time the applicant is still working with groups to see if there is an interest in preserving the buildings. The applicant has stated they likely will not pursue demolition until the spring to avoid displacing the residents during winter.

Site Design

The proposed site plan is consistent with the goals of the DC zone by providing a strong street wall, street-level unit entrances, ample and landscaped sidewalks, an internal pedestrian courtyard with private open space, and an underground parking lot that hides all parking from public view. Breaking up the project into two condominium buildings helps to break up the mass of the project. New sidewalks will be installed on both Glenwood Street and Gill Avenue that will significantly improve pedestrian safety and function along the frontage of this project. Street trees and planter boxes will further improve the street experience for residents and visitors alike.

As part of the Sketch Plan the applicant proposed paving a portion of the alley (200 feet) from Gill Avenue to the parking garage entrance. To comply with a previous Sketch Plan condition of approval the applicant is now proposing to pave the full 300 feet of alley adjacent to the entire project. Staff has carried the original alley condition forward with this application requiring an alley paving plan for the full 300 feet of alley with the building permit for Phase I.

Building Design

Both buildings are 3-stories with a flat roof design and are a maximum of 42' in height, including the handrails for the rooftop decks. All but two units have a private entrance from either the street or the courtyard and range in size from 1,907 sf to 4,189 sf in mostly 3-br units but with a few 2-br and 4-br units as well. The design uses a 3rd-story stepback and other additive and subtractive elements to vary the façade and roof lines to create interest and shadow lines. The exterior materials are primarily steel, concrete, charred wood, and wood and steel accents.

The rooftop decks will be accessed by a stair tower that will project approximately 10' above the rooftops. According to Section 9.4.9.C.1, structures used exclusively for elevator or stairway access to a roof may exceed the maximum height by up to 10' if the stair tower is not visible from a contiguous street and does not occupy more than 20% of the roof area. The applicant has provided a "sky plane" analysis that demonstrates that the stair towers would not be visible to a 6'-tall person walking on the sidewalk across the streets on

Glenwood or Gill. The one exception to this would be that some of the stair towers would be visible when viewed directly from the alley entrance along Gill Avenue, but this does not violate the requirements of the LDRs.

Vehicular Access/ Circulation/Traffic

Vehicular access to the project will be provided by the existing north-south alley on the west side of the site that leads to the underground parking garage that serves the entire project. Additional overflow or guest parking will be provided by on-street parking as is typical in the downtown area.

While the LDRs do not require a traffic impact analysis for this project (or any project unless it is associated with a Conditional Use or is located on a State Highway), the applicant provided a traffic analysis with the previously approved Sketch Plan. The analysis concluded that this level of Average Daily Trips (ADT) would add minor additional delays to the Gill intersection but that these delays "should not significantly reduce levels of service and therefore should not warrant any traffic mediation efforts." Staff finds that this by-right development located within downtown's street grid can be accommodated by the existing street network.

North Glenwood Road Realignment

Staff has received considerably more public comment since the Planning Commission meeting concerning the narrowing of North Glenwood by 3 feet and its potential impacts to the users of St. John's Episcopal Church. In summary, the majority of comments state that this section of North Glenwood is already challenging from a parking standpoint and conditions worsen in the winter when snow banks narrow the available curb-to-curb width. Comments also reference safety concerns for pedestrians fearing that the narrowing of the road may create new challenges for pedestrian road crossings.

After further reviewing the applicant's proposed road alignment dimensions and comparing those to aerial photos and a site visit. What staff found is that there is actually more space for drive isle widths than depicted in the preliminary diagram. Parking dimensions in the preliminary diagram appear to be too large. Currently the curb-to-curb width is 52 feet and after the road is narrowed by 3 feet the curb-to-curb width will be 49 feet. Within the resulting curb-to-curb width, staff is confident that the following can be provided from west to east which is consistent with the recommendations in the Community Streets Plan:

- *8-foot wide parallel parking*
- *11-foot wide travel lane (southbound)*
- *11-foot wide travel lane (northbound)*
- *19 feet of angled parking with 1-2 feet of vehicle overhang.*

Planning and Engineering found that even after the road is narrowed by 3 feet, two 11-foot travel lanes can be provided while also increasing the depth of the painted angled parking from its current 15 feet to 19 feet which still includes the 1-2-foot overhang. Based on the Community Streets Plan, 11-foot travel lanes are the standard width for allowing safe travel for all size vehicles including buses, even though this is not a bus route. In the winter, conditions further narrow roadways, however staff finds this to be the situation on many roads in town and is not unique to this stretch of North Glenwood. Observations of several other roads in the vicinity during the winter show that drive isle widths narrow by several feet due to plowing and due to poor parking (i.e. not pulling up as close as possible to the snow bank). These winter conditions narrow lane widths to about 9 feet which is still enough room for two-way travel and causes vehicles to slow which is helpful for reducing vehicles accidents and increasing pedestrian safety.

Staff is still recommending the road realignment with two-way travel for several reasons:

1. 49 feet from curb-to-curb is ample room to provide the recommended dimensions for parking and travel lanes.
2. Slightly narrowing the road causes vehicles to drive slower which increases safety for pedestrians. A one-way would result in a drive isle that is at minimum 13 feet wide and wider roads typically result in drivers increasing their speed, which not only increases the likelihood of accidents, but increases the severity of accidents when they do happen.
3. Slightly narrowing the road lessens the distance pedestrians have to travel to cross the road which increases safety.
4. One-way travel would increase traffic at nearby congested intersections, such as North Cache and Deloney, that are already very crowded.

Affordable/Employee/Workforce Housing

Sec. 6.3.2.A.1 in the LDRs allows properties to get an affordable housing credit for any uses on the site established from December 19, 1995 to the present. Essentially, whichever uses generate the highest mitigation requirement during this period create a credit of equal value that can be used to offset the housing requirement of new development or redevelopment on the same site.

The below table provides a summary of the affordable housing mitigation plan. Additional detail is provided after the table.

Affordable Housing Mitigation Summary	
Mitigation Requirement (Base 1.3 FAR)	**Mitigation Requirement (2:1 Workforce FAR Bonus)**
Proposed: 58,820 sf (includes basement for purposes of calculating affordable housing requirement) Requirement: 11.44 deed-restricted units Credit for existing/historical uses: • Office (JH News and Guide office) = 3.91 units • Light Industry (JH News and Guide press) = 1.51 units • Retail (various businesses) = 0.627 units • Outfitter/Tour Operator (JH Mountain Guides) = 5.56 units (see independent calculation) Total Credits = 11.61 units (see below for explanation) **Complies:** 0.17 units of credit remaining	*Proposed: 27,256 sf (not including basements)* • 16,269 sf of market housing (6 units) • 10,987 sf of Workforce housing (5 units) Requirement @ 2:1 = 16,269 sf (market) : 5,369 sf (Workforce) **Complies:** Applicant proposes 10,987 sf of Workforce housing which exceeds the minimum requirement of 5,369 sf by 5,618 sf.

In addition to the base FAR, applicants in the DC zone have the option to increase residential development potential by using the Workforce Housing FAR Bonus in Section 7.8.4 In summary, this bonus allows developers to add 2 sf of market residential floor area to a project for every 1 sf of deed-restricted workforce housing they provide. The deed-restriction required for this option is a Workforce ownership or rental restriction that has no income limits or initial sales price caps (see below summary for major terms of this

deed restriction). Sometimes called the "fill the box" or "2:1" option, this tool typically applies after the base floor area (FAR) has been used up, including any required mitigated housing. Any bonus floor area allowed by the bonus tool must comply with all regular zoning requirements for setbacks, height, parking, etc. — i.e., all bonus floor area must fit in the "box" defined by the zone's dimensional standards without the need for variances or administrative adjustments. Bonus market floor area can be used only for residential units (i.e., no commercial uses, such as short-term rentals, are allowed). The purpose of the 2:1 tool is to encourage the market to build deed-restricted workforce housing in desired locations without any taxpayer subsidy.

Using the Workforce bonus, the project proposes a total of 6 market residential units (16,269 sf) and 5 deed restricted units (10,987 sf) – not including basements. This ratio of 16,269:10,987 exceeds the required 2:1 bonus requirement so staff finds that the projects meets the Workforce Housing Bonus ratio requirements. All workforce units will be required to meet the Housing Department's livability standards (e.g., storage, outdoor space, etc.). Considering the proposed workforce units are quite large (1,907 sf - 2,566 sf), staff anticipates few issues meeting the livability standards.

The applicant will be required to record a Workforce Ownership deed restriction prior to Certificate of Occupancy for the units. Below is a summary of the primary terms of the Workforce Ownership deed restriction:

- *Initial sales price:* Set by owner with no restrictions
- *Subsequent sales price:* Limited to 2.5% annual appreciation
- *Income restriction:* None
- *Ownership of real estate:* Not within 150 miles of Teton County
- *Employment:* Average of 30 hrs/wk and 75% of income from local business
- *Occupancy requirement:* 10 month / year minimum

Development Exactions

The proposed project includes 29 condominium units. Each unit, therefore, will generate demand for schools and parks that must be mitigated according to Division 7.5: Development Exactions Standards. The applicant has provided initial exaction requirements of $78,300 for parks and $43,500 for schools. The final school and park exactions will be due at the time of subdivision plat approval.

Planning Commission

This Development Plan was reviewed by the Planning Commission on January 2, 2019 and received unanimous support. A couple of Commissioners questioned why the bulb-out on the corner of Glenwood and Gill was removed from the sidewalk design that was previously presented with the Sketch Plan. Staff's explained that the reason the bulb-out was removed was because the applicant was directed to do so by the Engineering Department. As Planning understands it, bulb-outs are generally most effective for pedestrian safety and traffic calming when done in pairs or when all corner are done together. Since the owner would only be responsible for one bulb-out, any additional bulb-outs would financially fall on the Town which are not currently planned or budgeted. The Commissioners were still interested in the original bulb-out design and modified Condition #4 to include a bulb-out if approved by the Town Engineer.

In recent conversation with the Town Engineer, it was clarified that there is technically no industry standard that requires bulb-outs to be done in pairs or entire intersections and that a single bulb-out corner is allowed. However at this time the Town Engineer is sticking with his original recommendation (i.e. Sketch Plan) which does not include a bulb-out. At this time staff is recommending approval for the currently approved curb design which does not include the bulb-out but the Planning Commission is recommending approval

with the bulb-out. Town Council has the final say on whether the bulb-out should remain excluded from the design or be placed back into the design.

STAFF FINDINGS

Development Plan. All Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   This site is located Character District 2: Town Commercial Core and Subarea 2.3: Downtown of the 2012 Comprehensive Plan. The following is the vision for Subarea 2.3:

   <u>Sub-area 2.3 Downtown Commercial Core</u>: This large, mixed use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic, and social activity in the *community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent.*

   The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.

   A goal of this subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominately in public lots and on street to create a vibrant, walkable area that is oriented to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.

   Complies. The proposed project meets the general purpose and goals of Subarea 2.3. In particular, by providing underground parking, an attractive street wall, a mix of visitor and residential uses, and urban-type landscaping (e.g., planter boxes), the project has addressed many of the desired characteristics for this part of Town. In addition, the DRC has reviewed this project and approved it for Development Plan with positive comments regarding the site design, interior courtyard, architectural style, and streetscape. Finally, the applicant's use of the 2:1 Workforce Bonus meets the

Comprehensive Plan's goals of creating deed-restricted workforce housing in locations close to jobs, services, and transit.

Common Value 1: Ecosystem Stewardship

Not Applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Complies. Staff finds that by providing five voluntary Workforce deed-restricted units (10,987 sf total), the proposed development meets this policy goal.

4.1.d: Maintain Jackson as the economic center of the region

Complies. The proposed redevelopment will redevelop a site that has been called "The Hole in the Ground" for many years. Replacing this eyesore with a new short-term rental ownership units and other residential housing will help support the "lights on" goals for downtown by adding visitors and new residents within easy walking distance to all the shops, amenities, and transportation options of downtown Jackson.

4.2.c: Create vibrant walkable mixed use subareas

Complies. The proposed mixed-use redevelopment will improve the sidewalks on Glenwood Street and Gill Avenue with a wider, safer, and more functional sidewalk. In addition, the proposed development will add tourist-oriented services within the pedestrian heart of downtown.

4.2.d: Create a Downtown Retail Shopping District

Complies: While no retail is proposed with this project, the addition of visitor lodging facilities and more long-term residents within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

4.2.f: Maintain lodging as a key component in the downtown

Complies. The proposed project will add 18 short-term rental ownership unit very close to the Town Square Area.

4.4.b: Enhance Jackson gateways

Not applicable.

Policy 4.4.d: Enhance natural features in the built environment

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. Staff finds that by providing five voluntary Workforce deed-restricted units (10,987 sf total), the proposed development meets this policy goal.

6.2.b: Support businesses located in the community because of our lifestyle

Not applicable.

6.2.c: Encourage local entrepreneurial opportunities

Not applicable.

6.3.a: Ensure year-round economic viability

Complies. While no retail is proposed with this project, the addition of visitor lodging facilities and more long-term residents within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

7.1.c: Increase the capacity for use of alternative transportation modes

Complies. The proposed redevelopment will provide visitor accommodations and housing in the heart of downtown Jackson where all of the alternative modes of travel – walking, biking, and transit – are convenient and readily available.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

   Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

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 the Town of Jackson Design Guidelines, if applicable.*

   Complies. The DRC reviewed the project along with this Development Plan and approved it with conditions. As conditioned, staff finds that the application complies with the Town of Jackson Design Guidelines.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances.*

   Complies. Staff finds that the application meets the base and bonus standards of the LDRs.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. As conditioned, staff finds the project to be in substantial conformance with the previously approved Sketch Plan and Administrative Adjustment.

PUBLIC COMMENT

The Planning Department has received public comment from nearby property owners and several members of the general public on two topics: the narrowing of North Glenwood and the existing housing (i.e. nurse quarters) at 165 N. Glenwood.

Roadway Narrowing:
The majority of comments strongly oppose the narrowing of North Glenwood fearing it will create new parking challenges on an already narrow stretch of road and could negatively impact safety for pedestrians, specifically as it relates to St. Johns Episcopal Church. Some comments suggest making this stretch of North Glenwood one-way northbound and create angled parking along the west side of the street similar to the angled parking on the east side of the street. However, two other property owners along this stretch of North Glenwood strongly oppose making North Glenwood a one-way and they fear it will negatively affect their business for reasons stated in their letters.

Housing at 165 N. Glenwood:
At least 6 members of the public commented on the existing housing at 165 N. Glenwood. Concerns were raised that these units (nurse quarters) provide affordable housing and their removal would displace several community members. Some members of the public who currently live in these units are continuing to work with the developer to possibly purchase the property.

STAFF IMPACT

Typical of a project of this size.

FISCAL IMPACT

None at this time. However, there could be fiscal impacts if the Town Council has interest in the bulb-out idea and directs staff to design and construct one or more bulb-outs at other corners.

LEGAL REVIEW

Ongoing as necessary.

ATTACHMENTS

Department Reviews
Public Comment
Applicant Submittal

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Development Plan (P19-248) for a 29-unit condominium building for the properties located at 165 and 185 North Glenwood Street, subject to the department reviews and the following conditions.

1) At the time of Building Permit submittal for Phase I the applicant shall include a plan to pave the alley adjacent to the property for the full length of the 300'-wide project site.
2) At the time of Building Permit submittal the applicant shall provide a written response to the DRC's three conditions of approval.
3) The applicant shall have 18 months from the time of Development Plan approval to submit a building permit for Phase I. Upon completion of Phase I (i.e. Certificate of Occupancy) the applicant shall have 3 years to submit a building permit for Phase II.
4) Final design approval of the curb location and Glenwood Street cross section shall be obtained from the Town Engineer and Planning Director prior to approval of the Building Permit.

The Planning Commission recommends **approval** of a Development Plan (P19-248) for a 29-unit condominium building for the properties located at 165 and 185 North Glenwood Street, subject to the department reviews and the following conditions.

1) At the time of Building Permit submittal for Phase I the applicant shall include a plan to pave the alley adjacent to the property for the full length of the 300'-wide project site.
2) At the time of Building Permit submittal the applicant shall provide a written response to the DRC's three conditions of approval.
3) The applicant shall have 18 months from the time of Development Plan approval to submit a building permit for Phase I. Upon completion of Phase I (i.e. Certificate of Occupancy) the applicant shall have 3 years to submit a building permit for Phase II.
4) Final design approval of the curb location, bulb out and Glenwood Street cross section shall be obtained from the Town Engineer and Planning Director prior to approval of the Building Permit.

SUGGESTED MOTIONS

Based upon the findings as presented in the staff report and made by the applicant for a **Development Plan** (Item P19-248), I move to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, and to **approval** a Development Plan for a 29-unit condominium building for the properties located at 165 and 185 North Glenwood Street, legally known as Lots 1 – 6, BLK. 6, JACKSON, subject to the departmental reviews and the following conditions as recommended by the Planning Commission:

1) At the time of Building Permit submittal for Phase I the applicant shall include a plan to pave the alley adjacent to the property for the full length of the 300'-wide project site.
2) At the time of Building Permit submittal the applicant shall provide a written response to the DRC's three conditions of approval.
3) The applicant shall have 18 months from the time of Development Plan approval to submit a building permit for Phase I. Upon completion of Phase I (i.e. Certificate of Occupancy) the applicant shall have 3 years to submit a building permit for Phase II.
4) Final design approval of the curb location, bulb-out and Glenwood Street cross section shall be obtained from the Town Engineer and Planning Director prior to approval of the Building Permit.

Project Plan Review History

PLANNING

Project Number	P19-248	**Applied**	11/4/2019	STOL
Project Name	DevPlan - Glenwood Gill Condominiums	**Approved**		
Type	DEVPLAN	**Closed**		
Subtype	CONDO/TOWNHOUSE	**Expired**		
Status	STAFF REVIEW	**Status**		

Applicant Nick Orthmann **Owner** ROSEVILLE VENTURES II, LLC

Site Address	City	State	Zip
185 N GLENWOOD STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
JACKSON ORIGINAL-TOWNSITE	22411628410001	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (11/7/2019 11:53 AM KS) The structure or structures will require to meet the building code at time of permitting.	APPROVED W/CONDITI	11/4/2019	11/25/2019	11/7/2019	
Fire Kathy Clay	APPROVED W/CONDITI	11/4/2019	12/2/2019	12/27/2019	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(12/27/2019 9:14 AM TV)

TO: Paul Anthony, Principal Planner

FROM: Kathy Clay, Fire Marshal

DATE: May 3, 2019

SUBJECT: 165, 185 N. Glenwood Street
Glenwood/Gill Condominiums
P19-097

This office has received the request for a sketch plan and administrative adjustment review at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.

Comments include, but are not limited to:

General Requirements

1. Fire apparatus access shall be provided. (2015 IFC 503.1.1)
2. Visible address numbers, a minimum of 4 inches in height and 0.5-inch stroke width, shall be installed on all structures. (IFC 505.1)
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)

Finishes including walls, ceilings, interior trim, furniture, furnishing, window treatments, decorative materials and decorative vegetation in building shall meet the allowed flame spread
and smoke development indexes. Information to be provided on the finish schedule includes application location, model number/name, color, attachment system, manufacturer contact information, the flame spread class and smoke development rating of the product and allowed finish as outlined in table 803.3. Vendor data submittal information needs to be provided for each interior finish showing flame spread and smoke development certifications.

5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Illumination shall be provided in the means of egress in accordance with (1008.2). Under emergency power, means of egress illumination shall comply with (1008.3).
8. Any hazardous material storage shall meetfire code requirement.(IFC Chapter 27)
9. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 915)
10. Final fire inspection shall be required before certificate of occupancy is released.
11. The construction documents shall be prepared by a registered design professional. Architectural stamp needs to be shown on the plans. Stamp and resubmit the construction plans. (IFC 105.4)
12. Fire protection systems plans submitted to Fire Department for review shall consist of one set of paper plans and one set of electronic plans (CD, thumb drive, or PDF format).

Sprinklers

1. Jackson Hole Fire/EMS does NOT review hydraulic calculations. Hydraulic calculations are the sole responsibility of the certified sprinkler designer.
2. As determined by the Building Official and the International Building Code, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type, at this time, NFPA 13R appears appropriate. (IFC 903.2.7)
3. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
4. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
5. Water main shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydro testing. (IFC 901.4.1)
6. Fire flow requirements shall meet Appendix B of the International Fire Code.
7. Pitot water flow test is required on all new fire sprinkler installations for NFPA 13R and NFPA 13 systems. Plans will not be approved without certified test. (NFPA 291)
8. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)

Type of Review / Contact	Status	Dates: Sent	Due	Received	Remarks

Notes

9. ***Room which houses fire sprinkler riser shall be no less than 5’ x 7’ in dimension and shall be accessible from outside grade. (IFC 903.2.11.1.1)

Alarms

10. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment.
(IFC Chapter 9)

11. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.

12. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.

13. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC 915.1)

Please feel free to contact me if you have any further questions at 307-733-4732.

Joint Housing Dept	APPROVED W/CONDITI	11/4/2019	12/2/2019	12/27/2019	

Stacy Stoker
(12/27/2019 9:14 AM TV)
(5/21/2019 2:48 PM SAS)
The applicant is proposing 5 Workforce housing units. These units must be in compliance with the Livability Standards in the Housing Rules and Regulations. The Livability Standards Questionnaire shall be completed by the applicant and submitted to the Housing Department. The questionnaire can be obtained from the Housing Department. The Housing Department will review to ensure the units comply. A copy of the Livability Standards are available from the Housing Department and can be found on the Housing Department website.

Prior to Certificate of Occupancy, the Housing Department shall inspect the units, and a Workforce Housing Special Restriction shall be recorded on each of the Workforce units.

Legal	NO COMMENT	11/4/2019	11/25/2019	11/23/2019	No comment at this time.

Lea Colasuonno
(11/23/2019 12:38 PM LC)
No comment at this time.

Parks and Rec	APPROVED W/CONDITI	11/4/2019	11/25/2019	11/14/2019	

Steve Ashworth
(11/14/2019 9:08 AM STOL)
Comments from Parks & Rec:

- Landscape details are acceptable including Tree well detail; Planting details
- Root Barrier details-Per 'DeepRoot Tree Guide' specifications, calculations for linear feet of barrier along curb and sidewalk should be used; See page 5 of attached Specification and Installation Manual. Landscape plans reference installation per manufacturer specifications. Verify installation of DeepRoot barrier in 4' grass planter strips on north side in addition to planter boxes/hardscape area on the east side.

(SEE ATTACHEMENT IN TRAKIT)

- Preliminary Civil C 2.0 reference 4' Landscaped Buffer/sidewalk with trees on north side; Request verification of minimum of 4' planter/grass strip.

No other comments at this time.

Thanks.

Andy Erskine, CPSI

Pathways	APPROVED W/CONDITI	11/4/2019	11/25/2019	11/26/2019	

Brian Schilling

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(11/26/2019 12:49 PM STOL)
P19-248 - 165 and 185 N Glenwood Development Plan
Comments from Teton County/TOJ Pathways Department
Status: approved

- The applicant has addressed all prior concerns regarding:

o Sidewalks/Street Frontage
o Continuous sidewalk
o Bike Parking
? Jackson Hole Community Pathways will be happy to provide additional background information and guidance on bike parking, including site selection, layout, rack selection, and rack installation.

Planning Tyler Valentine	APPROVED W/CONDITI	11/4/2019	11/25/2019	12/27/2019	

(12/27/2019 9:13 AM TV)
Please see staff report.

Police Todd Smith	APPROVED	11/4/2019	12/2/2019	12/19/2019	

Public Works Brian Lenz	APPROVED W/CONDITI	11/4/2019	12/2/2019	12/24/2019	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(12/24/2019 10:35 AM BTL)
Development Plan – APPROVED with Conditions

P19-248
ADDRESS: 165 and 185 North Glenwood Street
OWNER: Roseville Ventures II, LLC
APPLICANT: Nick Orthman

12/24/2019
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 11/4/2019
DATE OF MATERIALS: 10/25/2019
REVISION NO.: 00

The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL
1. No significant issues have been identified with the proposed work within the right-of-way but the applicant shall conduct a grading pre-application with the Town Public Works to review street lighting parking, tree grates, root guards, pavers, ADA facilities, striping & signage, alley grading, sidewalk grading (specifically at the intersection of the alley and Gill), the sewer service, buried utilities, water services, and the project in general.
2. Street lighting should be provided along both frontages following spacing of lights to the west on Gill and carrying around the corner to Glenwood.
3. A planning application for the proposed construction staging plan shall be submitted to the Town for Council approval prior to Building Permit issuance. The proposed prolong use of the right of way for construction staging will need to be clarified and is subject to fees. Details on fencing for the encroachment and snow removal from the fencing should be provided.
4. A shoring plan for construction is required. Any shoring proposed to encroach within the Town's right of way requires an Encroachment Agreement and fees may apply. Written and recorded agreements for shoring under private properties is also required prior to building permit issuance.
5. The proposed 8-inch Fire Line is proposed to connect to an existing 6-inch main. Developer is responsible for the costs to upgrade the line to their connection.
6. Proposed improvements to the stormwater systems are the responsibility of the Developer.
7. Developer is responsible for paving the alley along the project boundary and any curb, gutter, and stormwater improvements necessary. Where adjoining properties benefit the Developer may seek a cost sharing agreement with the adjacent properties.
8. A sand oil separator pre-treatment unit is required for all discharges from parking areas.
9. Depending on depth of stormwater infrastructure heating elements may be required for the proposed snow melt system to function throughout the winter. Developer is responsible for any heating elements required for the system to function.

COMMENTS ON DEVELOPMENT PLAN
1. The proposed revision to the parking on the east side of Gill from 60 degrees to 55 degrees falls out of standard angled parking standard increments and is likely negligible.
2. The relocation of the curb on the west side of Glenwood does not afford the development more development space, rather it utilizes the right of way for public use consistent with the community streets plan including a buffer area for snow storage, street lights, and trees, while narrowing the road to create a calmer street environment.
3. The corner of Gill and Glenwood may be a suitable place to install bulb outs to facilitate ADA access and pedestrian crossings.

COMMENTS FOR FUTURE SUBMITTALS

*The following comments are being provided for use in preparation of future applications and are required for sufficiency.
TOJ CODE
An approved construction-staging narrative and plan is required prior to building permit issuance.

Plans provided shall show all work to be completed within the Town's right-of-way.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

Show all encroachments into the Town's right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.

A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.

LAND DEVELOPMENT REGULATIONS
Development shall comply with the physical development standards for its zoning.

5.7 GRADING, EROSION CONTROL, AND STORMWATER
5.7.1 Grading Permit Required: Provide information on how the application will comply with this section, including the Geotechnical Report.
5.7.2 Grading Standards: Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Provide easements for grading proposed on adjacent properties.
5.7.3 Erosion Control Standards: Provide an erosion control plan that shows compliance with this section.
5.7.4 Stormwater Management Standards: Provide pre and post development stormwater calculations, facilities, treatment, connection details.

6.2 PARKING AND LOADING STANDARDS
6.2.2 Required Parking and Loading: Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking. For uses that require deliveries, show the proposed loading facilities.
6.2.5 Off-Street Parking and Loading Design Standards: Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage.

6.4 OPERATIONAL STANDARDS
6.4.1 Outside Storage: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.

7.2 SUBDIVISION STANDARDS
7.2.2 Standards Applicable to all Subdivisions
7.2.2.A Subdivision Improvements:
1. Provide plans and specifications for roads, streets, alleys, sidewalks, and pathways including street light, signage, and markings.
2. Provide a sanitary sewer wastewater plan.
3. Provide a water supply plan.
4. Provide a storm drainage plan, basins, calculations, treatment method. Stormwater discharged to a public storm sewer or right of way requires treatment. Wyoming DEQ 5D2 permits are required for subsurface discharges.
5. Provide an irrigation plan or statement.
6. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas.
7. Provide a plan for permanent reference monuments, property corners, etc.
8. Permits are required prior to construction of development improvements.
9. All improvement shall be designed by a professional engineer licensed to do such work in the State of Wyoming.
10. The Town Council may require installation and construction of utilities, pavement and other land improvements in excess of subdivision design needs, to assure adequate service to future development areas.

7.6 TRANSPORTATION FACILITY STANDARDS
7.6.2 Access to Roads, Streets and Highways: Provide a plan showing the point of access. Show compliance with the standards for access and justification for access to collector and arterial roads.
7.6.3 Streets Alleys and Easements: Provide a plan showing all proposed streets, alleys, and easements. Show compliance with the general standards, extension, engineering access, right-of-way, pavement widths, urban and rural classification, alignment, profile, grades, and intersections.
7.6.4 Street and Road Standards (section not used, for reference):
1. Provide a plan that generally complies with the Community Streets plan and Bicycle improvements plan. Include property lines, dimensions, radii, elevations, slopes, grade changes, etc.

2. For all pedestrian areas provide a plan that includes: dimensions, radii, elevations, slopes (running and cross slopes, not oblique slopes), ramp slopes, grade breaks, stair dimensions, handrails, guards, etc. showing compliance with ADA, IBC, and Town standards.

7.7 – REQUIRED UTILITIES
7.7.2 Potable Water Supply:
1. Provide a water supply plan.
2. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection. Provide information on planned metering and backflow prevention locations.

7.7.3 Sanitary Sewer System:
1. Provide a sanitary sewer wastewater plan
2. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion.

7.7.5 Other Utilities:
Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground. Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g. transformers.

Include the Town's standard list of building permit conditions on the plans. Contact Engineering for more information.

COMMENTS ON THE SKETCH PLAN
1. Paving the alley will require coordination with drainage on adjacent properties and at the sidewalk. Additional, stormwater infrastructure may be required to facilitate the drainage across the sidewalk. The parking garage for the White Buffalo club has had issues flooding but also has such a low clearance they do not have room for curbs. Grades out to the sidewalk are very flat as well. Coordination with the White Buffalo Club will be essential to a successful alley grading project.
2. Street Lights should be considered for the project. The White Buffalo club has lights mixed in with their street trees. Other exterior lighting on the structure may be acceptable as well.

(12/24/2019 11:19 AM BTL)
The following conditions should be included on construction plans. Contact Town Engineering for a Word document.

PERMIT CONDITIONS OF APPROVAL
1. Prior to the start of construction activities approved herein, the applicant/contractor shall contact the Engineering Department and schedule a pre-construction meeting. Failure to meet with the Engineering Department prior to the start of construction activities may result in stoppage of work on site.
2. The integrity of the existing water and sanitary services shall be verified prior to new connections being made and abandoned services shall be verified when being capped at the main. Please call 733-3079 to schedule inspection. Sanitary sewer services shall be video inspected for verification at applicant/owner's expense.
3. The applicant will provide verbal notice of any changes or modifications that are not consistent with the terms and conditions of this permit to the Town Engineering department at 307 733-3079. Re-submittal of plans may be necessary and will need to be approved prior to occupancy. Additional written notice or information be submitted through the Town's Building Department and additional review fees may apply.
4. Construction site delineation fencing should be placed around the project and provided as needed to protect the public from hazards during construction. The fence shall remain in place and intact from the beginning to completion of the project or as needed for safety. Fencing shall not interfere with Town snow plowing operations.
5. All public streets shall be maintained clear of debris during construction. Should debris be tracked onto public streets from the construction site, it shall be the contractor's responsibility to clean the affected streets immediately.
6. An encroachment permit shall be required for any work occurring within the Town's right-of-way.
7. Install all control measures as identified in the approved grading and erosion control plan.
8. Maintain all road drainage systems, stormwater drainage systems, erosion control measures, and other facilities identified in the grading and erosion control plan.
9. Repair the erosion damage to adjoining surfaces and drainage ways resulting from land developing or disturbing activities.
10. Inspect the erosion control measures after each rain and at least once each week and make needed repairs.
11. Allow the Town Engineer to enter the site for the purpose of inspecting compliance with the erosion control plan or for performing any work necessary to bring the site into compliance with the erosion control plan.
12. Keep a copy of the erosion control plan on the site.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

13. Grading plans required to be prepared by a professional engineer or landscape architect shall also require inspection and certification of compliance by the same design professional.
14. No construction equipment or materials shall be stored in the Town's right-of-way.
15. All survey monuments removed or disturbed during construction shall be replaced or restored.
16. Prior to Engineering Final Inspection, the Town Engineering Division will need to review and verify that all site grading and associated storm water systems have been constructed in accordance with the approved plans. Should this not be able to be competed due to weather conditions, i.e. snow, we will require the applicant to post a bond with the Town to assure compliance with the approved plan.
17. The issuance of this permit confirms that the Town of Jackson has evaluated the application submitted by the applicant and determined that it meets the minimum applicable construction and design standards of the Town's Land Development Regulations as they pertain to Public Works review. Nothing in this approval constitutes an endorsement by the Town of Jackson of the construction or the design of the proposed development. The Town assumes no liability for, and does not in any way guarantee or warrant the performance or operation of the development.
18. This permit does not relieve the permitee from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

START		11/4/2019	12/2/2019	
Darren Brugmann				

HOTEL JACKSON

JACKSON HOLE TOWN SQUARE

December 13, 2019

Dear Tyler,

Thank you for reaching out regarding the development project located on the corner of Gill and Glenwood and the street fronting Hotel Jackson.

We are very interested in seeing S.R. Mills develop what has been an unfinished construction site for more than 10 years. This new development will help enhance the block and add additional life to this section of Glenwood street.

Regarding the centerline adjustment and street width, we do not have an opinion on those items at this time. However, we have heard some conversation about turning Glenwood into a one-way street, northbound only, from Deloney to Gill.

We are strongly opposed to this idea and feel strongly that there should not be additional diagonal parking or one-way traffic along this portion of the street. A one-way street and diagonal parking would place an undue burden on our hotel guests, our operations and individuals attempting to drive up the street.

These potential burdens did not previously exist when we designed, developed and opened our hotel project. If the condition of a one-way street had previously existed, we would have either designed the hotel differently or potentially considered a different development all together.

It is vital and important to maintain this section of roadway as a two-way street in order to maintain the integrity, safety and operational requirements of our businesses along this roadway.

Thank you for your consideration and outreach.

Sincerely,

Sadek Darwiche
General Manager
Hotel Jackson

www.hoteljackson.com

120 NORTH GLENWOOD STREET | PO BOX 1660 | JACKSON HOLE, WY 83001 | 307.733.2200

Tyler Valentine

From: Phil Leeds <phil@skinnyskis.com>
Sent: Tuesday, December 17, 2019 9:53 AM
To: Tyler Valentine
Cc: Sadek Darwiche; Jeff Crabtree
Subject: Glenwood St Townhouse project

Hi Tyler:

Phil Leeds from Skinny Skis here.
I was given your contact info by Sadek Darwiche, our neighbor.

I co-own Skinny Skis as well as the building which we reside—which also includes two additional tenants.
One of our busy access points is off Glenwood, adjacent to Hotel Jackson.

I'm writing with regard to the proposed townhouse project on North Glenwood.

I've got two concerns—both revolve around parking.

1) I hope you have ample parking on-site for the residents and their guests.
From what I've heard, the access corridor/driveways on the property are tight.
If this is the case it will inevitably create bottlenecks, particularly in the winter when snow removal and storage will be challenging. Any "overflow" or access issues will likely result in additional on-street parking along Glenwood and neighboring streets—complicating an already challenging situation.

2) Sadek mentioned your interest in exploring additional angled parking along Glenwood—creating a one-way street.
I think that this option, while increasing the number of spaces, will lead to access issues for our building's tenants.
One of our tenants is a floral shop (Lily and Co). They require easy access to the driveway off Glenwood—from both directions—
for multiple deliveries, daily. Angled, one-way parking will compromise their ability to efficiently access their business.

I'm happy to meet with you on-site to review and discuss.

Thanks for your time and consideration.

Sincerely,

Phil Leeds

Phil Leeds
Skinny Skis, Inc.
P.O. Box 3610
65 W. Deloney Ave.,
Jackson, WY 83001
(307) 733-6094

Tyler Valentine

From: Jimmy Bartz <jimmy@stjohnsjackson.org>
Sent: Friday, December 27, 2019 12:33 PM
To: Tyler Valentine
Subject: 165 and 185 North Glenwood

Dear Mr. Valentine,

I'm Jimmy Bartz, the rector of St. John's Episcopal Church here in Jackson at 170 North Glenwood. I know that you have had some prior conversation with Bill Collins on our behalf in regard to the development of 165 and 185 North Glenwood and the narrowing of the street.

I and the leadership of St. John's Episcopal Church would like to express our strong concern over the proposed plan to narrow Glenwood by two feet, eight inches to three feet. We support Mr. Mill's plan to develop the lots across the street with any variances or compromises necessary. However, we ask that those compromises be kept within the four corners of Mr. Mill's property.

It is our strong concern that the plan to narrow one of the busiest blocks in our town's center will create additional safety hazards on an already hazardous block. The traffic study submitted with the application is long out of date and does not represent an accurate portrait of the density of traffic and pedestrians in the area. If there is to be a more comprehensive parking and traffic study of town center in the future, we are at a loss as to why the town would propose to narrow a street before that study is completed.

Further, a proposal to change the angle of the parking on the east side of Glenwood in order to gain width does nothing for the block during the winter time when snow and ice cover all striping for parking. During the winter months, the accumulation of snow and ice along both sides of the roadway make calculations that include over hang inaccurate. A more thorough and up to date study of traffic and parking along the street during the entirety of the year are essential before any prudent decision to reduce the width of the street can be made.

In the recent past, St. John's Episcopal Church gave land along our western property line to the Town of Jackson at the Town's request, so that diagonal parking might be added benefitting those of us who live here and those of us who visit here. With the current proposal, it feels to us that the Town of Jackson is taking land from the land owner on one side of the street and giving it to the land owner on the other side of the street all the while making an already hazardous block far more dangerous.

We expressed these concerns to Mr. Anthony in writing via email and over the phone in the prior comment period, but I understand these comments were not shared or included. It is our hope that our concerns will be included in the comments passed along at this stage of the planning process.

Sincerely,

The Reverend Jimmy Bartz, rector
St. John's Episcopal Church

From:	Brigid Mander
To:	Jim Stanford
Subject:	Meeting request this week regarding Feb 3 agenda and Glenwood project
Date:	Tuesday, January 28, 2020 3:55:22 PM

Hi, Jim,

How are you? I hope well. I was wondering if you have some time this week to meet with me and discuss the project at 165 North Glenwood, which you may be aware of, became an addition to SR Mills' condo development a few years ago. Some community members and I have been working to create an opportunity to cleave this off his project, thereby saving the affordable housing, historic value and character, and keeping them as living, useful history.

However I would like to meet with you this week, and I hope that you can make time to discuss this with me. Please let me know when and where could work for you, and I am sure I can make it happen on my tend.

thanks very much for your time, and Im looking forward to speaking, thanks!

best
Brigid

--
Brigid Mander
www.brigidmander.com

PO Box 1666
Wilson, Wyoming 83014
917.847.8734

From:	Brigid Mander
To:	Pete Muldoon
Subject:	Thanks and meeting request this week regarding Feb 3 agenda and Glenwood project
Date:	Tuesday, January 28, 2020 5:34:45 PM

Hi, Pete,

How are you? Thanks so much for putting on the climate event and helping make it a priority for the community! About time, and it was extremely interesting, as well as heartening to see such a crowd. Though, as my main input, I can only say, as a road biker for recreation as well as commuting and doing errands (I try to almost never use my car in summer) and one who evolved as a biker growing up in the NYC metro area and has a considerably high level of tolerance for riding in traffic, the experience of riding around here, and especially in town, has plummeted in the last few years, and if I feel that way, with my low standards, this is a bad sign, And we need people on the bikes - for so many reasons.

But! That is not my main purpose in emailing you: I was wondering if you have some time this week or even on Monday to meet with me and discuss the project at 165 North Glenwood, which you may be aware of, and which became an addition to SR Mills' condo development a few years ago. Some community members and I have been working to create an opportunity to cleave this off his project, thereby saving the affordable housing, historic value and character, and keeping them as living, useful history.

However I would like to meet with you this week, and I hope that you can make time to discuss this with me. Please let me know when and where could work for you, and I am sure I can make it happen on my end.

thanks very much for your time, and I'm looking forward to speaking, thanks!

best
Brigid
--
Brigid Mander
www.brigidmander.com

PO Box 1666
Wilson, Wyoming 83014
917.847.8734

From:	Steven Poole
To:	Town Council
Subject:	165 North Glenwood Street
Date:	Tuesday, January 28, 2020 2:41:29 PM

To whom it concerns,

The historic nurses corridors on North Glenwood used to house me. I just wanted to say I thank you for listening to us former residents as we feel this property's continued existence is important. We are happy to help do what we can to get our voice across.

Thank you,

Steve Poole

From: Micaela Toombs
To: Town Council
Subject: 165 North Glenwood Street
Date: Tuesday, January 28, 2020 2:07:31 PM

Dear Councilmen and Councilwomen,

I wanted to extend my opinions on 165 North Glenwood.; in the interest of paying it forward to the community of Jackson and all who may come to enjoy its splendor.

I am a previous resident of the two historic homes and do realize the buildings serious infrastructure challenges, but would like to see its existence upheld, in some capacity. For affordable housing, for all.

As a private citizen with ties to this area, we simply want to help the Council help us, by showing support for working to make the process as easy and beneficial as possible for SR Mills (who will be voluntarily diminishing his profit from the condo project by divesting 165.

Thank you for your time over this matter.

Best,
Micaela Toombs

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Thursday, January 30, 2020 11:28:14 AM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1058

The following form was submitted via your website: Email the Town Council

Subject:: Please do not widen Glenwood for Mills property development

Email Content:: Dear Mayor Muldoon, Vice Mayor Levinson, and Councilmen Jorgensen, Schechter and Stanford,

As a long time member of St. Johns Church and social service provider in Jackson I have been on the church grounds multiple times most weeks of the year.
I would urge you to please not narrow Glenwood in order to accommodate the property development across the street from the church. I believe you will hear a list of reasons from several members of the church why narrowing the street should not happen. These are sound reasons and I strongly support them - some of which follow:

1. This section of street is one of the busiest in the town center, and is already hazardous to both vehicle and pedestrian traffic. Narrowing the street is a public safety hazard.
2. Many of the populations that visit this space are young, elderly or vulnerable.
3. St. John's Church donated the land for angled parking to the Town of Jackson not for the neighbors development.
4. St. John's Church has sought to be a help in offering solutions, including the suggestion of turning the block of North Glenwood into a one-way street as it is already one-way from Broadway to Deloney.
5. Throughout the history of the church it has worked to be a good neighbor and strong and generous community member. Not narrowing the street will benefit of all those who travel and use N Glenwood.

thank you for your consideration to this important matter.

Your Name:: Bruce Burkland

Your Company Name::

Your Phone Number:: 307-413-0472

Your Email Address:: bburkland18@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 1/30/2020 11:28:09 AM
Submitted from IP Address: 184.167.5.55
Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: Sara Flitner
To: Town Council
Cc: Jimmy Bartz
Subject: Glenwood sidewalk
Date: Thursday, January 30, 2020 4:36:19 PM

Hello, Council,
Thank you for all the work you do to navigate the safety and functionality of our town. I am writing to express support for Jimmy Bartz's request to protect the street width on Glenwood as you work with another person I respect, the adjacent property owner, SR Mills.

I have been using and appreciating all that St. John's facilities offers and trust my own experience and Jimmy's analysis of the functionality of the street. From monthly board meetings for One22 to visits to Browse n Buy with my clotheshorse son, to community events and the occasional Sunday sermon (highly recommend hearing Jimmy's care expressed every time I get to hear him), the street is busy and highly utilized. It is also a treasured streetscape, with the historic chapel and the beautiful and well-used church campus.

I know how much we struggle to accommodate all the uses, and hope you will take note of Jimmy's request and work to find another solution.

Thanks.
Sara

PS: I am listening to the transportation meeting this afternoon. You are tireless! Thank you for working on better transportation and transit solutions, along with everything else you are doing. It's important work, and we appreciate it.

Sara Flitner, President
Flitner Strategies, Inc.

P.O. Box 4717
85 W. Snow King Avenue
Jackson, WY 83001
o: 307- 734 1322
c: 307 690 2227

From: john
To: Hailey Morton Levinson; Jim Stanford; Jonathan Schechter
Subject: SJC - Deloney
Date: Thursday, January 30, 2020 3:51:53 PM

Hi Hailey & Jim & Jon,

I am writing to you specifically because while I know everyone on town council, I think you three have a more personal connection with myself and family. I am writing as a member of St. John's Church.

While your decision on the Glenwood issue will affect all who use Glenwood, any narrowing will have a meaningful impact on St. John's and their multiple campus activities all week long - not just on Sundays.

Of all of the organizations in our town whose voice needs to be heard with the highest regard by the electeds, St John's Church is certainly on that list and arguably is listed first. This deference has been earned over the 100 plus years of service to the people of Jackson; services that while grounded in faith are provided to our community needs without regard to faith.

I would ask that you work with Mr. Mills on keeping his development within his property and not allow our public rights of way be altered to resolve their (understandably tricky) problem.

Thank-you for your important service to our Town of Jackson.....

Best-

John.

From: Jimmy Bartz <jimmy@stjohnsjackson.org>
Reply-To: Jimmy Bartz <jimmy@stjohnsjackson.org>
Date: Thursday, January 30, 2020 at 9:49 AM
To: John Eastman <john@teton.com>
Subject: Meet us at the Town Council Meeting

Monday, February 3 View this email in your browser

alt_text

TOWN COUNCIL MEETING

FEBRUARY 3RD, 6:00PM

Meet us at the Town Council meeting on **Monday, February 3 at 6:00 PM**.

LEARN MORE

LET'S CONNECT

This email was sent to john@teton.com
why did I get this? unsubscribe from this list update subscription preferences
St. John's Episcopal Church · PO Box 1690 · Jackson, WY - Wyoming 83001-1690 · USA

From:	noreply@civicplus.com
To:	Town Council
Subject:	Online Form Submittal: Email the Town Council
Date:	Thursday, January 30, 2020 10:23:16 PM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1065

The following form was submitted via your website: Email the Town Council

Subject:: Proposal to narrow N. Glenwood at 185 N

Email Content:: I am against narrowing this block mainly due to safety issues. When there are snow banks on each side the street it is more a one way that 2 way street. Because of of the number of services provided by St. John's Church (Bright Beginnings Preschool, One 22, Jackson Cupboard, Browse and Buy, and Recovery Meetings) in addition to the regular functions of a church that strives to meet the community's best interests, easy access from fire vehicles and law enforcement vehicles is a must. Also normal 2 way traffic with many oversized vehicles must be able to pass each other. Many of the populations who visit our campus are young, elderly and vulnerable. Narrowing the street will expose these populations to a public safety hazard. I understand the traffic study attached to the development application is out of date and that there are plans by the town to have a more comprehensive traffic study done in the near future. It seems prudent to see what a more recent evaluation looks like. The idea that the angled parking can be changed to accomodate more vehicles is useless in the winter when the lines that delineate the parking angles are completely covered with snow and aren't visible. There is no accounting for the snow banks that narrow the street width in the winter. I urge you to delay changing the width of N. Glenwood until a recent traffic/pedestrian study is done or considering making N. Glenwood one way as it is from Broadway to Deloney. If the problem is from the previous owner of 185 N. Glenwood pouring the foundation too close to the curb according to current town regulations then why should all those who travel the block (visitors, neighbors, employees of said services on the campus) be endangered to accomodate a wider sidewalk? Thank you for your consideration. carol owens

Your Name:: Carol Owens, DDS

Your Company Name::

Your Phone Number:: 307 733 5003

Your Email Address:: ceoteeth@yahoo.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 1/30/2020 10:23:13 PM
Submitted from IP Address: 184.167.25.112
Referrer Page: No Referrer - Direct Link
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Friday, January 31, 2020 5:13:10 PM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1075

The following form was submitted via your website: Email the Town Council

Subject:: Narrowing North Glenwood

Email Content:: A complete traffic study of traffic flows, including the new development should be done before the any action to narrow the street is taken. Will narrowing of the street limit the use of the angled parking in front of the Episcopal Church? Would a narrower sidewalk suffice? Winter could minimize the limited parking and cause parking on the west side of the street make the angled parking more difficult. At a minimum, the street should be made oneway if is has to be narrowed.

Your Name:: Jack & Carole Nunn

Your Company Name::

Your Phone Number:: 739 8863

Your Email Address:: barnunnwyo@gmail.com

Your City:: Wilson

Your State:: WY

Your Zip Code:: 83014

Additional Information:
Form submitted on: 1/31/2020 5:13:09 PM
Submitted from IP Address: 69.146.206.189
Referrer Page: https://www.jacksonwy.gov/Search?searchPhrase=Email%20the%20Town%20Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Friday, January 31, 2020 9:04:47 AM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1068

The following form was submitted via your website: Email the Town Council

Subject:: 185 N Glenwood Property

Email Content:: Jan 31, 2020

Dear Mayor Muldoon and Town Council members,

Thank you for this opportunity to comment about the property located at 185 N Glenwood. I support the idea of development and hope it can be made to meet the needs of many here in Jackson, including those looking to purchase affordable housing. I request that the development be kept within the building envelope and not expand into the street.

North Glenwood is already a narrow street especially in winter where snow piles prevent car-to- curb parking on both sides which makes most of car passage one lane.
John's Episcopal Church (SJEC) is the only campus that houses non-profit organizations at no or low rents allowing critical town and county services to operate. Their campus is chock full every day of the year making parking (and traffic) a problem especially in peak summer months and most of winter when parking becomes critically scarce.
Young children (pre-school) and seniors are frequent visitors and the thought of restricting parking or narrowing street width points to safety concerns with a big red flag.

I'm sorry that the existing foundation was poured too close to the curb and that it was overlooked by city building department and the previous owner, but hoping to take more than his share at the expense of everyone else including SJEC, it's campus mates and the general public is a selfish request. (in my opinion)

If it were to be an even match, then I would suggest that Mr. Mills move his foundation back enough to donate the required land for angled parking on that side. I know I can't move my property line onto my neighbors and expect them to be OK with that.
And re-striping parking and adjusting the angle is useless-during winter months striping is eliminated because of snow and the first one into a parking "space" sets the angel for the rest of cars down the line. This will not add more parking spaces.

The current traffic study is out of date and does not offer any information relevant to a reasonable solution. A more comprehensive and up to date study would better define the amount of traffic, seasonal impacts (winter and summer), pedestrian and cyclist movement and how best to improve this traffic going forward. I ask that you look to the future not the past for solutions.

I also encourage Mr. Mills to work side by side with the tenants of 165 N Glenwood who want to preserve the historic structures nearby. Jackson's past architecture is significant and meaningful to the history of this beautiful town.

SJEC has always been a generous friend and anchor for members of this community and visitors alike. They graciously donated the land for angled parking outside their church and have a proven track record for practical solutions. Their input is relevant and valuable.

I ask that the Town Council look to the future needs of this block and support it's use for all who travel along it in terms of safety, efficiency and fairness.

Respectfully,

Jayne Ottman

Your Name:: Jayne Ottman

Your Company Name::

Your Phone Number:: 3076901025

Your Email Address:: jottman50@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 1/31/2020 9:04:46 AM
Submitted from IP Address: 184.167.17.235
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: Patrick Peterson
To: Town Council
Subject: Glenwood properties
Date: Friday, January 31, 2020 2:14:57 PM

Greetings to whom it may concern.
I have been a tenant at 157 North Glenwood for thirteen years and I have a couple points to make.
I've lived in the county for thirty years and affordable rent is what has allowed me to stay here. My employment history includes 22 years with Jackson hole mountain guides. The obvious historical significance of the St Johns nurses dorms aside the these units are significant in that they allowed a great many people to get a toehold in this town.
Eliminating eight more units of affordable housing in Jackson is the wrong direction. There are plenty of workers sleeping in their cars already, we need to support the workforce here.
Thank you for taking a second to read this.

Sincerely,

Patrick Petersen

Sent from my iPad

From:	Annie Riddell
To:	Town Council
Cc:	Travis Riddell
Subject:	Public comment on N Glenwood St development
Date:	Friday, January 31, 2020 10:43:24 PM

Dear Town Council,

We are writing to comment on the proposed development on N Glenwood Street, as we are unable to attend Monday's meeting.

While we support Mr. Mills's plans to develop 185 N Glenwood, we ask that the project be kept within his property. We strongly object to the potential narrowing of the block, which we believe would create a public safety hazard. This section of N Glenwood is one of the busiest downtown, and it's already precarious to both vehicle and pedestrian traffic at certain times of day.

Our daughter attends Bright Beginnings Preschool on the St. John's Episcopal Church campus, so we frequently travel along N Glenwood. As you know, the SJEC campus is also home to One22, Jackson Cupboard and Browse n' Buy. All of these organizations serve young, elderly or vulnerable populations. Narrowing N Glenwood would exacerbate traffic issues and increase the risk to the SJEC campus's frequent visitors.

If it is decided to narrow N Glenwood, please consider making the street one-way in order to alleviate congestion and safety hazards.

Thank you,
Annie & Travis Riddell

Annie Riddell
307.690.5284
anniejriddell@gmail.com

From: noreply@civicplus.com
To: Town Council
Subject: Online Form Submittal: Email the Town Council
Date: Thursday, January 30, 2020 8:07:58 PM

If you are having problems viewing this HTML email, click to view a Text version.

Email the Town Council

Subject:

Email Content:*

Your Name:*

Your Company Name:

Your Phone Number:

Your Email Address:*

Your City:

Your State:

Your Zip Code:

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.jacksonwy.gov/Admin/FormHistory.aspx?SID=1064

The following form was submitted via your website: Email the Town Council

Subject:: expansion onto Glennwood

Email Content:: The parking on Glenwood is already bad, and the extension of the property across from St. John's by 3 feet will make it worse for all of us who regularly park there. Please in the interest of flow near the city center, do not allow the expansion of the boundaries on property across from St. John's Church.

Georgi and Myles Still

Your Name:: Myles and Georgi Still

Your Company Name::

Your Phone Number:: 307-413-9726

Your Email Address:: julyjorg@gmail.com

Your City:: Jackson

Your State:: WY

Your Zip Code:: 83001

Additional Information:
Form submitted on: 1/30/2020 8:07:57 PM
Submitted from IP Address: 184.167.22.168
Referrer Page: https://www.jacksonwy.gov/256/Mayor-Town-Council
Form Address: http://www.jacksonwy.gov/Forms.aspx?FID=190

From: Will Wicherski
To: Town Council
Subject: 165 North Glenwood Development
Date: Saturday, February 01, 2020 6:33:58 PM

Town Council Members:

My name is Will Wicherski and I am a former resident of 165 North Glenwood Street, a property that is under threat of development by Bear Development of Wisconsin. As you may know, Bear Development is proposing to build nine luxury short term rental condos on the property after evicting the tenants and razing the existing structures.These nine luxury short term rentals will replace eight affordable housing units located in the heart of Jackson. I am writing to you to express my dismay and dissatisfaction with the proposed project and ask for your support for alternatives that save the affordable housing units. While this plan is in accordance with existing law and zoning requirements, the cost it would incur on local residents is unacceptable.

In essence, this project will supplant people who contribute culturally, socially, and economically to the community with yet more affluent tourists. With this kind of development, the workers that constitute the backbone of the social and economic backbone of the community will be pushed further out of the central area of Jackson to peripheral areas or to less expensive commuter communities. While the tourists who will occupy the luxury short term rentals will surely contribute to the service sector of the local economy, the employees that make this economy possible will continue to be neglected. Residents of 165 North Glenwood are valuable community members and have worked as fishing guides, youth ski coaches for JHSC, environmental consultants, creative writers, servers at restaurants, and many other professions. These people are the foundation of the community, and without them the town of Jackson becomes yet another sterile tourist trap that has sold its soul to affluent tourists and out-of-town developers. While new affordable housing developments are being planned throughout the valley, they will cost tens of millions of dollars to build and they are often located far from the town center. 165 North Glenwood is existing dense sustainable housing that enables a low impact, walkable lifestyle. Affordable housing and sustainability are two important topics bandied about by Town Council members, and saving this property is an easy opportunity to make progress on both fronts.

The proposed plan to save the affordable housing and stop Bear Development is a unique opportunity to help common residents of Jackson. The interests of wealthy developers are often preferred over the welfare of less affluent workers in Jackson, and it is high time that the Town Council took action to support local community members. Doing whatever you can to ease the process of divestment of 165 North Glenwood from the larger condo development would tangibly benefit the lives of many Jackson residents. Perhaps providing incentives to preclude displacement of current residents of the affordable units would be a beneficial option. While tourism and development are important components of the local economy, we must not neglect the community members who constitute the social fabric of Jackson.

Thank you for the opportunity to comment on the proposed development. I look forward to the decision of the Town Council regarding the development at 165 North Glenwood.

Sincerely,
Will Wicherski

From:	Brandy Borts
To:	Town Council
Subject:	Proposed Project #P19-248
Date:	Sunday, February 02, 2020 4:15:15 PM

Greetings town council,
I am writing in response to the proposed development of 165 and 157 North Glenwood.
I have been a resident of Teton County for twenty four years and have moved forty times. (Yes, really.) I have been living at 157 North Glenwood for the past five years and it has been the closest I have had to a real home in my time here. I understand change is inevitable, but if there is a chance that the two buildings at 165 and 157 North Glenwood can be saved for affordable housing and my sanity, it would be greatly appreciated. There is also an affordable business space, which is also so rare in this town.
I love Jackson, but I feel like my next move will be away from here.
Please consider keeping this historic part of the block and affordable housing in Jackson. We don't have many places like it left.
Sincerely,
Brandy Borts

GLENWOOD GILL CONDOMINIUMS

BEAR DEVELOPMENT

NORTHWORKS

JORGENSEN

HERSHBERGERDESIGN
LANDSCAPE ARCHITECTURE PLANNING URBAN DESIGN

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SECTION 1 - PROJECT BACKGROUND, OVERVIEW, FINDINGS AND RESPONSE TO SUBMITTAL CHECKLIST

A. PROJECT BACKGROUND & HISTORY

The Glenwood Gill Condominium project located at 165-185 N. Glenwood Street consists of 29 fee simple condominium units. The site is currently owned by Roseville Ventures II, LLC an affiliate of Bear Development, LLC (Bear), the applicant. Bear has successfully completed several residential and commercial development projects across the United States. An affiliate of Bear was the former owner of the Painted Buffalo Inn from 2007 to 2017. S.R. Mills is a Principal in Bear and will be overseeing this project. The 185 site was acquired by Bear in 2012 and was colloquially known as the "hole-in-the-ground" before Bear completed the construction of an underground parking structure in 2014 in preparation for future development. The 165 site was acquired by Bear in 2016 and is currently occupied by a mix of residential and commercial uses. Demolishing Permit B19-0311 has been approved for all structures on the 165 site to the Town and completed the 90-day demolition stay. Over the past 18-months, Bear has completed initial feasibility studies, assembled the project team, and begun conversations with community stakeholders, and submitted a Sketch Plan. Bear and the project team have thoroughly reviewed the comments by Department Review and Staff and have compiled this Development Plan for submittal. We look forward to working with the Town to make this project a success.

B. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & APPLICANTS:
Roseville Ventures II, LLC
C/O Bear Development, LLC
4011 80th Street
Kenosha, WI 53142
262-308-2656
Contact: Nick Orthmann
northmann@beardevelopment.com

ARCHITECT
Northworks Architects & Planners
185 E. Hansen Avenue
Jackson, Wyoming 83001
307-201-5324
Contact: Adam Janak
ajanak@nwks.com

ARCHITECTURAL CONSULTANT
Hawtin Jorgensen Architects
265 E Kelly Avenue
Jackson, Wyoming 83001
307-733-4364
Contact: Arne Jorgensen
ajorgensen@hawtinjorgensen.com

LAND PLANNING, SURVEYING & ENGINEERING
Jorgensen, Inc.
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150
Contact: Joe Lovett
jlovett@jorgeng.com

LAND PLANNING & LANDSCAPE ARCHITECTURE
Hershberger Design
560 S Glenwood Street
Jackson, Wyoming 83001
307-739-1001
Contact: Bonny Hershberger
bonny@hershbergerdesign.com

C. DEVELOPMENT PROPOSAL

The applicant proposes to build 29-fee simple condominium units on the 0.96-acre site located on the southwest corner of Glenwood Street and Gill Avenue. The site is zoned DC: Downtown Core. The project will include 18-units with short-term rental ability, 6-free market units and 5-workforce housing units provided through the Workforce Ownership program. The free market units will be provided through the Workforce Housing Floor Area Bonus (LDR Div. 7.8) program as detailed in the project program and the housing mitigation calculations included with this submittal in **Section 5**. All units are townhome style with individual entrances and no common hallways. The individual entrances are located along Glenwood Street, Gill Street and the central courtyard. The majority of the units will have a private entrance in the below grade parking structure as well.

The applicant will allow for some flexibility in the final floor plan for each purchaser, however the unit demising walls, footprint and overall square footages will not change. For example, a purchaser of a unit will have the option to choose from different layouts which may reduce the bedroom count from Three (3) bedrooms to Two (2) bedrooms. As such, the bedroom counts included in this submittal for purposes of housing mitigation calculations, exactions, and water

and sewer demands are assumed to be greatest possible number to ensure that all requirements are ultimately met or exceeded depending on final buildout of each unit.

Parking
There will be 48 parking stalls in the below grade parking structure providing parking at a ratio of 1.66 stalls per unit. Nineteen of the 48 stalls are tandem stalls that allow space for more than one vehicle. In addition to the 48 underground parking spaces, there are approximately 16 on street parking spaces that can also serve the project.

Access to the site is via N Glenwood Street, W Gill Street and the alleyway that spans from W Gill Street to W Deloney Avenue. The parking garage is accessed via the alleyway. The proposal includes paving the portion of the alleyway that borders the project site as well as a widening of the streetscape along Glenwood Street by approximately 2 feet 8 inches to 3 feet.

The Town of Jackson Land Development Regulations (LDRs) require 13 foot 6 inches (13'6") from back of curb to building façade for a trees in grates pedestrian frontage, however due to the existing foundation, Administrative Adjustment P19-099 has been approved to allow for a 13 foot 1 inch (13'1") measurement of the pedestrian streetscape on the west side of N Glenwood Street. This is achieved by relocating the existing curb line along Glenwood Street by approximately 2 feet 8 inches to 3 feet. The building on the 165 Glenwood portion of the site is aligned with the 185 Glenwood portion to maintain the 13' 1'' streetscape throughout the project. Along W Gill Avenue, similar existing conditions result in a streetscape of 10' 1'' due to the existing foundation, and Administrative Adjustment P19-098 has been approved to allow for this frontage.

D. FINDINGS FOR APPROVAL

I. 8.3.2.C. Development Plan - Findings for Approval

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

   <u>Complies.</u> The project falls within the Comprehensive Plan District 2: Town Commercial Core – 2.3 Downtown which is a transitional subarea and currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of sizes and forms.

   The goal of this subarea is intended to create ***"a vibrant mixed-use area by accommodating a variety of uses and amenities. The sub area will be the starting point for the development of a refined Lodging Overlay and a future discussion of the type and size of lodging desired. A key challenge will be to provide a balance***

between lodging and long-term residential housing…. Multifamily structures will be allowed if it properly addresses the street."

The Glenwood Gill Condominium project complies with direction provided by the comprehensive plan in this subarea because it provides that delicate balance between the commercial short-term rental use allowed within the Lodging Overlay and the long-term residential component desired as a mix of uses within this subarea.

The design of the building addresses the street as required by the DC Zone and the comprehensive plan for allowing multi-family structures. The building mass and scale will be uniform and consistent with nearby buildings such as the White Buffalo Club, Hotel Jackson, and the Timbers Residence Club. At three stories the project meets variety of two- and three-story variety in mixing with its two-story neighbor to the east (St. John Campus).

The project creates the attractive street wall desired by the subarea and with each unit being accessed from street, creates a vibrant and active pedestrian experience. Articulation and circulation into the courtyard and around the condominiums connects the site comprehensively to both Glenwood and Gill. Street trees, on street parking and pedestrian curb cut/ramps further enhance the pedestrian experience by providing an adequate buffer from traffic thus giving pedestrians a pleasant and safe walking environment. Furthermore, while on-street parking is available, on-site parking is predominantly provided underground in a parking garage and screened from view as desired by the subarea

The project is perfectly situated on the east edge of the Lodging Overlay near Miller Park and Flat Creek. While this project does not front Flat creek per se, it does provide connection to those fringe areas further west on Gill Avenue. It also provides the opportunity to be connected to the design and the desired pedestrian focus which makes it a perfect fit into the desired characteristics for Comprehensive Plan District 2: Town Commercial Core – 2.3

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

Not Applicable. The project is not located within the Natural Resource Overlay (NRO) or the Scenic Resource Overlay (SRO), and this finding is therefore not applicable.

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

   Complies. The project will provide the required school and park exactions that are designed to ensure development offsets to the impact it has on these services. Public utilities and project utility connections will be designed to ensure that the project does not overburden TOJ utilities. Flow calculations are provided herein in **Section 4.** The project is within the town limits and is currently served by police, fire and EMT services. The development will not result in increased impacts on availability of these services. A traffic study is included with this submittal as well and significant impact is not projected.

4. ***Complies with the Town of Jackson Design Guidelines.***

   Complies. The project complies with the Town Design Guidelines. Prior to Sketch Plan submission, the project went through two informal reviews by the Town Design Review Committee and received formal approval from the Design Review Committee (DRC) during the Sketch Plan approval process. The design package in this Development Plan application is substantially similar to the design that was approved and will be subject to another formal review and approval by the DRC. Should the DRC identify any concerns during their review, the design team will address them at that time.

5. ***Complies with all relevant standards of these LDRs and other County Ordinances.***

   Complies. The project complies with all applicable Land Development Regulations. Specifically, the project complies with all dimensional limitations in the DC Zone as shown in the development program. One caveat is the dimension between the back of curb and the façade that comprises the pedestrian streetscape on the north side of the development along W Gill Avenue and again on the east side of the development on N Glenwood Street. Since the garage was built prior to the current regulations, and does not make sense to demolish such a substantial foundation, Administrative Adjustments P19-0098 and P19-099 have been approved to allow relief from the standards in order to comply with the LDRs in this portion of the project.

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

   Complies. The project is in substantial conformance with all standards and prior permits.

E. PROPOSED DEVELOPMENT PROGRAM

I. Development Summary/Dimensional Limitations

Glenwood Gill Condominiums - Dimensional Limitations			
Zoning: Downtown Core (DC) 2.2.10			*Updated: 04.25.2019*
Requirements	**Required**	**Proposed**	**Comply/Not Comply**
Building Setbacks (Sec. 9.4.8)			
Street	0' - 5'	2'-8"	Complies
Side	0' - 5'	2'-10"	Complies
Rear	0' or 5'	5'-3"	Complies
3rd Floor	0' or 5'	2'-8"	Complies
Landscaping (Sec 5.5.)			
Landscape Surface Ratio	n/a	at BP	will comply
Plant Units	n/a	at BP	will comply
Street Facade (Sec. 9.4.11)			
% of Lot width Primary Street	80% (min)	94%	Complies
% of Lot width Secondary Street	80% (min)	87%	Complies
Building Height (Sec. 9.4.9)			
Height (max) if roof pitch < 5/12	42'	39'-8" max.	Complies
Stories (max)	3	3	Complies
Building Stepback (Sec. 9.4.12)			
Stepback for any 3rd story street facade or street façade over 30' (min)	10'	10'	Complies
Encroachment in stepback (max % of overall façade width)	60%	59%	Complies
Scale of Development - FAR (max)			
	1.3	1.29	Complies
Pedestrian Frontage[1]			
	flexible	trees in grates	Complies
Parking Type[2]			
	flexible	underground	Complies
Exterior Lighting (Sec. 5.3.1)			
Lumens per site (max)	3	at BP	Will Comply
All Fixtures	100,000	at BP	Will Comply
Unshielded Fixtures	5,500	at BP	Will Comply
Light Color	≤3000 Kelvin	at BP	Will Comply
Scenic Resource Overlay (SRO) (Sec. 5.3.2)	n/a	n/a	n/a

Allowed Uses			
Residential Use: Attached Single Family Unit (6.1.4.B)			
Permit	B	B	Complies
Individual Unit Max	8,000	4,124	Complies
Parking (min)	1.5/DU	1.65	Complies
Lodging: Short-term Rental Unit (6.1.5.C)			
Permit	B (LO)	B (LO)	Complies
Individual Unit Max	n/a	n/a	Complies
Parking (min)	1.5/DU	1.65	Complies
Total Parking	43.5	48 + on-street parking	Complies
1. Existing conditions preclude development from achieving the desired pedestrian frontage of the DC Zone; an Administrative Adjustment will accompany this application.			
2. On street parking is also available.			

II. Structure Location and Mass

1. Structure location can be found on the Proposed Site Plan (C2.0) found in **Section 3.**
2. Structure scale is shown in the schematic floor plans and elevations found in **Section 3.**

III. Building Design – Development Plan level designs with floor plans and elevations can be found in **Section 3.**

IV. Site Development/ Lot Coverage - Structure location can be found on the Proposed Site Plan (C2.0) found in **Section 3.**

F. PHASING PLAN

Each phase is detailed below and will be divided by the two sites at 165 & 185 Glenwood. Please note that the project complies with the LDRs as a whole and each phase complies with the LDRs when calculated individually.

I. Phase 1 - 185 Glenwood - Construction of Phase 1 is projected to start in the Spring of 2020. Construction will utilize the existing parking deck so earthwork should be minimal. A Demolition Permit has been submitted to the Town for the structures currently located on 165 Glenwood. While there is potential for overlap in timing between the construction on the 185 site and demolition on the 165 site, each process is being looked at individually and the final timing of each will be determined upon final Town approvals of their appropriate permits. Phase 1 will include:

- 12-units with short term rental ability
- 5-free market units

- 3-Workforce Ownership units

II. **Phase 2 - 165 Glenwood-** Phase 2 of the project will include the expansion of the underground parking deck and construction of an additional 9-townhomes. Phase 2 will include:

- 6-units with short term rental ability
- 1-free market unit
- 2-Workforce Ownership units

G. OPERATIONAL STANDARDS

Outside Storage	No outside storage is proposed
Refuse and Recycling	See site plan for refuse container location
Noise	Use will comply with regulations
Vibration	Use will comply with regulations
Electrical Disturbances	Use will comply with regulations
Fire and Explosive Hazards	Use will comply with regulations

SECTION 2 – ENGINEER'S REPORT

A. INTRODUCTION

This Engineer's Report is intended to provide the engineering basis for design and to discuss engineering related topics for the development of Lots 1-6, Block 6, Original Town Site, Jackson, Wyoming, currently known as 165 and 185 Glenwood Street. The proposed development includes 29 residential units which will include a number of deed restricted housing units, units that will support short terms rentals and non-short-term market units. Existing Town of Jackson road, water, sanitary sewer and storm sewer infrastructure will be used to service the development and electrical, gas and communication utilities are in place at or near the proposed development. The basic layout site plan attached in **Section 3** and the general engineering items are discussed here.

B. SETTING

The site located in the north part of the Town of Jackson and has seen various uses since before 1945. The northern portion of the lot, 185 Glenwood, was most recently slated for the development of a 33-unit condominium project in 2006 which lead to the excavation of a deep hole meant for underground parking and foundations. The project was halted due to economic conditions, leaving the hole open and incomplete. In 2012, Bear Development purchased the property and subsequently completed the concrete parking structure in 2014 as a means to stabilize the excavation and prepare the lot of unspecified future development. The southern portion of the site, 165 Glenwood currently has a mix of commercial and residential uses.

C. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

Proposed conditions on site include underground parking beneath the whole site with street level conditions consisting of three building segments separated by a courtyard. Some of the condominium units will be accessed from the Glenwood or Gill Street frontage while others are accessed from the central courtyard. The courtyard will be accessed from the Gill Avenue sidewalk on the north end of the property by several steps and from the Glenwood Street sidewalk on the east side of the property by an ADA compliant sidewalk. Since the site is completely utilized by the structure and site improvements, stormwater will be collected into a central system, treated as appropriate and routed using a controlled release system to the town stormwater system at the stormwater manhole located in Glenwood Street, just south of the Glenwood/Gill intersection. Stormwater release rate will be determined using pre-development conditions as specified in the most current version of the Town of Jackson Land Development Regulations. Due spatial constraints, the difficulty of mechanical snow removal, and the probability of ice and snow buildup in the sheltered courtyard, the courtyard and rooftop decks will have snow melt systems that will drain to the stormwater system. A curb inlet may be added in the new section of curb to capture stormwater running down the gutter from the north and would be connected to the Town of Jackson Storm Sewer running along Glenwood.

D. SOILS AND SITE CONDITIONS

An original Geotechnical Investigation Report was produced by Womack and Associates (WAI) in the Fall of 2006 for 185 North Glenwood is attached herein in **Section 4**. Jorgensen Geotechnical conducted additional field work on 165 North Glenwood and produced a report than encompasses 165 North Glenwood and updated the previous WAI report for 185 North Glenwood in the winter of 2018. The reports identified the underlying as sandy and clayey gravels of the Cache Creek Alluvial Fan which are were deemed suitable for construction. Several young and potentially active faults have been mapped near the project site, most notably the East Gros Ventre Fault, faults on the east and west sides of the West Gros Ventre Butte, and the Teton Fault system along the base (east) of the Teton Range. Appropriate seismic coefficients should be used in the design of structures.

E. ROADS AND ACCESS

Access to the site is currently from Glenwood Street, Gill Avenue and the north-south alley west of the project site. The primary vehicular access to the project will be through the underground parking accessed through the alley however parallel parking will continue to exist on both the Glenwood and Gill frontages. The curb line along Glenwood Street will be moved 2 to 3 feet east to provide space for a buffer area with trees and a sidewalk. The angled parking across Glenwood street is proposed to be adjusted slightly (from a 60° angle to a 55° angle) to enable easier parking maneuvers while preserving the same number of parking spots and meeting the Town of Jackson street width minimums.

F. TRAFFIC

A Traffic Impact Study (TIS) was completed in 2006 by Jorgensen Associates for two developments that were being proposed at the time at Lots 1 through 4 and Lots 18 through 20, Block 6, Original Town Site, Jackson, Wyoming. The two developments were Club Lespri proposed by White Buffalo Development LLC located on the southeast corner of Gill Avenue and Milward Street (lots 18 through 20) and McCabe Corner proposed by The Eden Group located at 185 North Glenwood (lots 1 through 4). Club Lespri (aka White Buffalo) development consisted of a mixed-use private club with a dining room, lounge, wellness center, condominiums, and employee housing. The McCabe Corner development was proposed to consist of 33 condominiums. The Club Lespri was completed, but the McCabe corner development was never completed. The proposed BEAR development consists of 29 condominium units, four less than those proposed for the McCabe Corner development. For this reason, the original TIS remains valid.

The TIS indicated the two developments may add some delay to the Gill Avenue intersection with Glenwood and Millward Streets, however, the minor, additional delays should not significantly reduce the levels of service and therefore should not warrant any traffic mediation efforts. The completed Traffic Impact Study for this project is presented in a separate document titled “Traffic Impact Study for Club Lespri and McCabe Corner” and attached herein in **Section 4**.

G. PARKING

The development proposes the construction of 29 condominium units consisting of a mix of two- and three-bedroom units, with some available for short term rental. Both residential apartments and short-term rentals greater than 2 bedrooms require 1.5 parking spaces per units indicating 44 total required parking spots. The underground parking structure will provide 48 spots, exceeding the required parking.

H. PATHWAYS

According to the 2015 Community Streets plan, both Glenwood and Gill are designated as shared streets with no bicycle designation. The nearest, designated bike routes are Millward Street (1 block west of the project) and Mercill Avenue (1 block north of the project). Low speeds and traffic volume on the connecting streets provide safe access to both. Pedestrian improvements to both street frontages to provide the maximum space available based on the existing structure are proposed as part of this project. Glenwood Street will have a 5' hardscaped buffer area and a variable (6' minimum) sidewalk. Gill Avenue will have a 4' landscaped buffer area and variable (6' minimum sidewalk).

I. WATER

Water will be supplied by the Town of Jackson through the existing distribution system located within Glenwood Street. Connections to the TOJ system will require an encroachment permit and a coordinated effort with the TOJ Public Works Department to identify the appropriate water service tap location. Once the system is on the project property it will be owned and operated by the development and all maintenance will be the responsibility of the development. The project team will coordinate with the TOJ Engineering and Public Works Department for capacity fees, backflow protection, water meter size, domestic, irrigation, and fire suppression installation arrangements. Based on preliminary demand calculations and anticipated service size, a Permit to Construct from the Wyoming DEQ will likely be required. Based on research conducted in conjunction with the previous, 2006 development, it is expected that adequate capacity is available from the Glenwood Street water main. Coordination with the Town Engineer will be essential as water demand values are refined and the site infrastructure design advances. The project team will also coordinate with the Fire Department to ensure adequate fire protection measures are in place.

The maximum domestic water demand is estimated based on the building program bedroom count to be approximately 28,900 gallons per day with a peak hour flow of approximately 80 gallons per minute (Peak Factor 4). Water Demand was also calculated using the AWWA M22 method and estimated at 70 gpm based on fixture counts for the building improvements. The lower value of the M22 is likely due to the peak factor 4 being above average and the irrigation demand not included in the M22 calculation. A water model analysis with the above criteria was performed utilizing a 4-inch domestic service and estimates the pressure at the building under the maximum daily demand to be 62.3 psi at the building and 63.7 psi at the TOJ 8-inch main. The expected velocity in the 4-inch domestic service is 2.0 fps. The expected velocities in the 8-inch

main are expected to be 0.25 fps north of the connection and 0.7 fps south of the connection.

The fire suppression system demand is estimated to be 1560 gpm from Appendix B, Table 105.1 of the 2006 International Fire Code based on the proposed building area and Type III-B construction. A water model analysis with the above criteria was performed utilizing a dedicated 8-inch fire service and estimates the pressure at the building under the fire flow and maximum daily demand to be 50.5 psi and 52.7 psi at the TOJ 8-inch main. The expected velocity in the dedicated 8-inch fire service is 10.5 fps. The expected velocity in the existing 8-inch main line in North Glenwood Street are expected to be 7.1 fps north of the connection and 3.3 fps south of the connection. The project team will coordinate with the fire sprinkler designer as the project advances and coordinate with the Fire Department to ensure adequate fire protection measures and equipment are in place.

Based on the water model analysis, it is expected that adequate capacity is available from the existing TOJ water main without additional improvements to the system.

A water demand estimate analysis is included in **Section 4**. A more detailed infrastructure layout is included with the Development Plan Submittal.

J. WASTEWATER

Sanitary sewer will be connected to the existing Town of Jackson sewage collection lines within the alley west of the site and eventually be treated at the TOJ Wastewater Treatment Plant in South Park. The sewage collection lines internal to the project will be the responsibility of the development for operation and maintenance. Coordination between the building mechanical design and the TOJ Public Works Department will identify the appropriate service tap location. Preliminary expected wastewater flows and research conducted in conjunction with the previous, 2006 development, indicate that there is adequate capacity from the sewer line located in the alley. Continued coordination with the Town Engineer will be essential as wastewater flows are refined and the site infrastructure design advances.

A wastewater demand estimate analysis is included in **Section 4**. A more detailed infrastructure layout is included with the Development Plan Submittal.

K. CABLE UTILITIES AND GAS

Power and communication lines will enter the project via the alley west of the project. Lower Valley Energy and Cable Utility lines arrive at the site via buried and overhead utility lines at the lot corner between 165 and 185 North Glenwood in the western alley and are then directed underground to nearby vaults and pedestals. A single 2-inch gas main is located within the western alley with a service line running east-west beneath the southern portion of 165 N. Glenwood. Connections to gas, electrical and cable utilities will be made to the west wall of the building from the adjacent transformers and utility pedestals located on the east side of the alley.

L. SNOW STORAGE

Snow storage for this site is provided within the courtyard and along the east wall between the building and the property line. This space is not anticipated to be used since all exposed surfaces in the development will have snow melt systems. Melt water will be routed to the stormwater collection system.

M. GROUNDWATER, STREAMS, & RIVERS

There are no permanent streams or rivers on this parcel, with the nearest water feature being Flat Creek located approximately 700-ft northwest of the project site. Groundwater was encountered during the 2006 WAI investigation at an approximate depth of 25-ft below the ground surface (bgs). Groundwater monitoring was conducted by WAI in the spring of 2007, which showed groundwater levels remained fairly consistent at 25-ft bgs through the spring runoff. No groundwater was encountered during the Jorgensen Geotechnical fieldwork conducted in November of 2018. One groundwater monitoring well was installed to 30-ft bgs in one of the 2018 boreholes to facilitate groundwater monitoring during the 2019 spring runoff season.

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SECTION 3 – DEVELOPMENT PLAN DRAWINGS

- **PHASING PLAN**
- **ARCHITECTURAL PLANS**
- **CIVIL SITE PLANS**
- **LANDSCAPE PLANS**

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SECTION 4 – ENGINEERING DOCUMENTS

- WATER AND SEWER DEMAND CALCULATIONS
- WATER MODEL
- GEOTECH REPORT
- TRAFFIC STUDY

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SECTION 5 – SUPPORTING MATERIALS

- **Housing Mitigation Plan & Calculations**
- **Projected Program**
- **Short Term Rental Letter**
- **livability Letter**
- **Response to Sketch Plan Comments**
- **Comp Plan District 2 – Town Commercial Core**
- **Park and School Exactions**

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SECTION 6 – APPLICATION MATERIALS

- DEVELOPMENT PLAN APPLICATION
- PREAPPLICATION CONFERENCE CHECKLIST
- DEED
- LETTER OF AUTHORIZATION

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Shaw Wyoming
460 South Cache
Jackson, WY 83001
TEL: 303-733-8401

SHAW CONSTRUCTION
www.shawwyoming.com

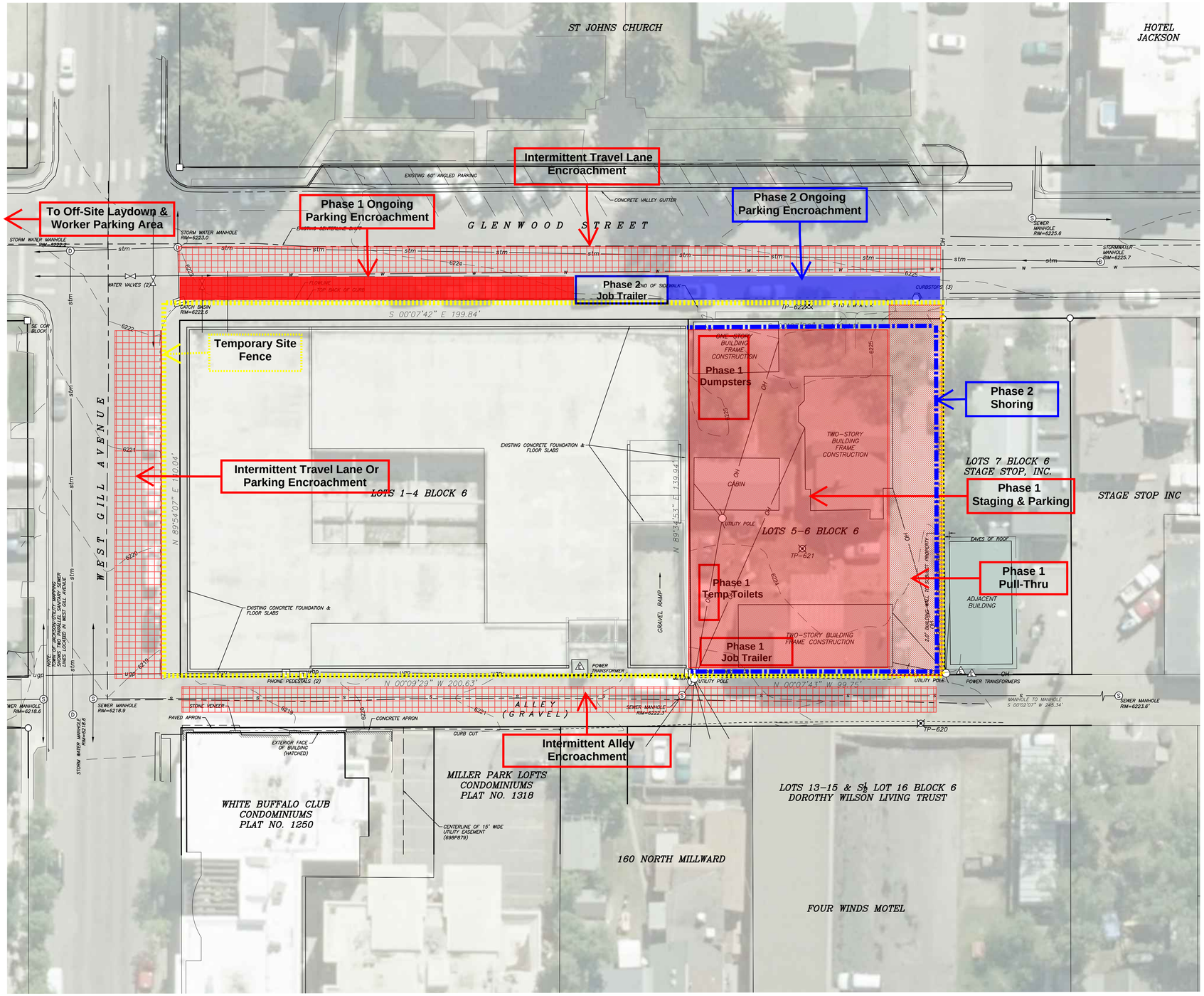
October 30, 2019

Phasing & General Staging Plan:
Site logistics and the associated logistics plans are separated into Phase 1 and Phase 2. Phase 1 covers modifications to existing foundation and new construction on the northern two thirds of the site (Lots 1-4, Block 6). Phase 2 will start with excavation of the new foundation on southern third of the site (Lots 5-6, Block 6) and continue through end of the project. Phase 1 will follow the abatement and demolition of the existing structures on Lots 5-6 and those lots will be used as a staging area during Phase 1. This Phase 1 staging area will house Shaw's job office trailer, material storage laydown, dumpsters, temporary toilet facilities, and limited worker parking. The existing parking garage will house additional material storage during Phase 1 and on a more limited basis during Phase 2.
Throughout the project an off-site laydown and worker parking area will be rented by Shaw. This laydown and parking area will likely be the lot at 345-375 N. Cache currently used for Shaw staging on Hidden Hollow.

Site Fencing & Access:
The entire site will be surrounded by temporary metal construction fence with fabric mesh, like the fence currently surrounding the existing foundation. The fence will be placed at the curb on the north and east boundaries of the property and near the property line on the south and west sides. Vehicular gates in fence will be placed at existing parking garage ramp and southern end of east and west property boundaries to allow delivery trucks to pull-through Phase 1 laydown area. Along Glenwood and Gill Streets, pedestrian traffic will be rerouted to opposite side of street with temporary signage at intersections and property boundaries. The inconvenience to pedestrian traffic will be minimal as these areas already lack proper sidewalks.

Parking, Street, & Alley Encroachments:
It is anticipated that site logistics will require portions of the adjacent street travel lanes, public alley, and parking spaces to be occupied by construction equipment or staging at different times during the project. The attached Staging Plan shows those areas that will be occupied on a continuous basis during each phase and those areas that will be occupied on an intermittent basis throughout the project. Shaw will coordinate with Town officials and adjacent property owns to minimize the impact of these encroachment activities and to assure all Town rules and permitting procedures are properly followed. The intermittent encroachments in the alley and to travel lanes on Glenwood and Gill will only be necessary during certain single-day activities such as pumping concrete, erecting steel, and placing roof trusses. Shaw anticipates such closures will only be required on approximately 20-30 days through out the project.

Shoring:
Shoring will not be required during Phase 1, but will be required as shown on plan for Phase 2 excavation. Method of shoring will be determined following finalization of new foundation's structural design. If soil nails or any other method requiring encroachment into Town's right of way is proposed, then an encroachment agreement will be applied for well in advance of excavation.



SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

- INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "PE&LS 578" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- INDICATES A PK-BRAND NAIL SET THIS SURVEY FOR ORIENTATION AND MAPPING PURPOSES

SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
CENTERLINE OF STREET
EDGE OF PAVEMENT
EDGE OF GRAVEL
EDGE OF CONCRETE
TOP BACK OF CURB
FLOWLINE
OH — OVERHEAD LINE
S — SANITARY SEWER LINE
BUILDING – SIDING
BUILDING – EAVES OF ROOF

SURVEY NOTES:

ORIGINAL AND SUPPLEMENTARY TOPOGRAPHIC MAPPING WAS CONDUCTED BY ON SIGHT LAND SURVEYORS, INC USING THE ON SITE LAND SURVEYORS, INC. TETON COUNTY CONTROL NETWORK 2001 COORDINATE SYSTEM AND NGVD29 DATUM

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

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SHAW CONSTRUCTION

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	ISSUED DATE	ISSUED FOR
■	10.30.2019	DEVELOPMENT PLAN REVIEW

PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

	Project No.
SHAW	Drawn By
SHAW	Checked By
Discipline	Drawing No.

EXHIBIT

Drawing Name
CONSTRUCTION MANAGEMENT & STAGING PLAN

Glenwood Gill - FAR Calculations

A UNITS (X2)

UNIT F.A.R.		
SF	LEVEL	F.A.R.
404SF	00-BASEMENT	0.010
931SF	01-1ST FLOOR	0.022
910SF	02-2ND FLOOR	0.022
749SF	03-3RD FLOOR	0.018
2994SF	**TOTAL**	**0.072**

B UNITS (X2)

459SF	00-BASEMENT	0.011
929SF	01-1ST FLOOR	0.022
910SF	02-2ND FLOOR	0.022
747SF	03-3RD FLOOR	0.018
3045SF	**TOTAL**	**0.073**

C UNITS (X4)

390SF	00-BASEMENT	0.009
1006SF	01-1ST FLOOR	0.024
790SF	02-2ND FLOOR	0.019
882SF	03-3RD FLOOR	0.021
3068SF	**TOTAL**	**0.073**

C.1 UNITS (X2)

390SF	00-BASEMENT	0.009
1006SF	01-1ST FLOOR	0.024
849SF	02-2ND FLOOR	0.020
882SF	03-3RD FLOOR	0.021
3127SF	**TOTAL**	**0.075**

C.2 UNITS (X3)

390SF	00-BASEMENT	0.009
1006SF	01-1ST FLOOR	0.024
790SF	02-2ND FLOOR	0.019
1022SF	03-3RD FLOOR	0.024
3208SF	**TOTAL**	**0.077**

D UNITS (X1)

429SF	00-BASEMENT	0.010
1174SF	01-1ST FLOOR	0.028
934SF	02-2ND FLOOR	0.022
987SF	03-3RD FLOOR	0.024
3524SF	**TOTAL**	**0.084**

D.1 UNITS (X1)

UNIT F.A.R.		
SF	LEVEL	F.A.R.
429SF	00-BASEMENT	0.010
1174SF	01-1ST FLOOR	0.028
934SF	02-2ND FLOOR	0.022
987SF	03-3RD FLOOR	0.024
3524SF	**TOTAL**	**0.084**

E UNITS (X4)

371SF	00-BASEMENT	0.009
1002SF	01-1ST FLOOR	0.024
878SF	02-2ND FLOOR	0.021
1041SF	03-3RD FLOOR	0.025
3292SF	**TOTAL**	**0.079**

E.1 UNITS (X1)

371SF	00-BASEMENT	0.009
906SF	01-1ST FLOOR	0.022
769SF	02-2ND FLOOR	0.018
906SF	03-3RD FLOOR	0.022
2952SF	**TOTAL**	**0.071**

E.2 UNITS (X1)

287SF	00-BASEMENT	0.007
943SF	01-1ST FLOOR	0.023
780SF	02-2ND FLOOR	0.019
943SF	03-3RD FLOOR	0.023
2953SF	**TOTAL**	**0.071**

F UNITS (X2)

321SF	00-BASEMENT	0.008
950SF	01-1ST FLOOR	0.023
797SF	02-2ND FLOOR	0.019
946SF	03-3RD FLOOR	0.023
3014SF	**TOTAL**	**0.072**

G UNITS (X1)

505SF	00-BASEMENT	0.012
1297SF	01-1ST FLOOR	0.031
1122SF	02-2ND FLOOR	0.027
1173SF	03-3RD FLOOR	0.028
4097SF	**TOTAL**	**0.098**

H UNITS (X1)

UNIT F.A.R.		
SF	LEVEL	F.A.R.
437SF	00-BASEMENT	0.010
1397SF	01-1ST FLOOR	0.033
1205SF	02-2ND FLOOR	0.029
1137SF	03-3RD FLOOR	0.027
4176SF	**TOTAL**	**0.100**

I UNITS (X2)

122SF	00-BASEMENT	0.003
158SF	01-1ST FLOOR	0.004
968SF	02-2ND FLOOR	0.023
968SF	03-3RD FLOOR	0.023
2216SF	**TOTAL**	**0.053**

J UNITS (X1)

159SF	00-BASEMENT	0.004
673SF	01-1ST FLOOR	0.016
551SF	02-2ND FLOOR	0.013
680SF	03-3RD FLOOR	0.016
2063SF	**TOTAL**	**0.049**

J.1 UNITS (X1)

159SF	00-BASEMENT	0.004
819SF	01-1ST FLOOR	0.020
690SF	02-2ND FLOOR	0.017
818SF	03-3RD FLOOR	0.020
2486SF	**TOTAL**	**0.059**

COMMON AREAS

28152SF	00-BASEMENT	0.673
657SF	01-1ST FLOOR	0.016
0SF	02-2ND FLOOR	0.000
0SF	03-3RD FLOOR	0.000
288099SF	**TOTAL**	**0.689**

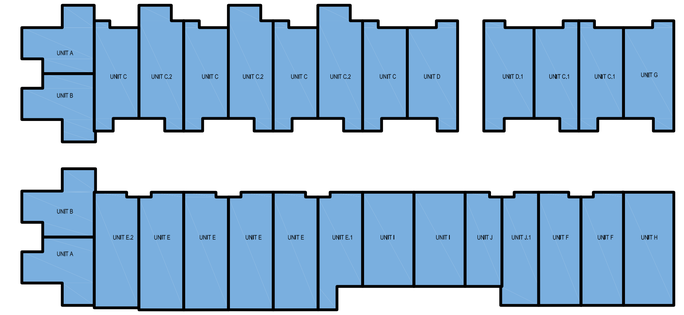
29 UNITS
48+ PARKING SPACE

UNIT FLOOR RATIO
TOTAL (W/ BSMT) = 118440SF
TOTAL (W/O BSMT) = 79906SF

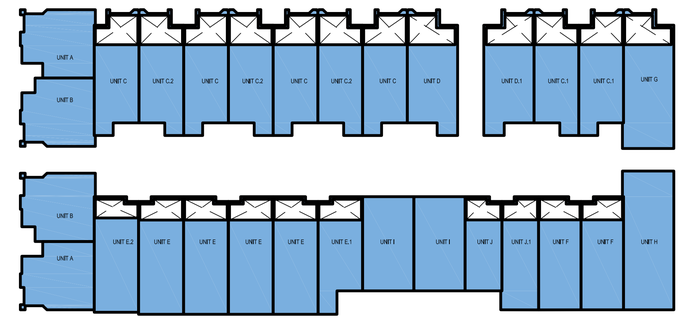
SITE AREA = 41,818 SF

UNIT FAR (W/ BSMT) = 2.832
UNIT FAR (W/O BSMT) = 1.911

FLOOR AREA RATIO COUNTED AS FLOOR AREA PER FLOOR, MEASURE FROM EXT. FACE OF EXT. WALL TO CL OF INT. DEMISING WALL



4 FAR DIAGRAM - THIRD FLOOR
SCALE: NTS



3 FAR DIAGRAM - SECOND FLOOR
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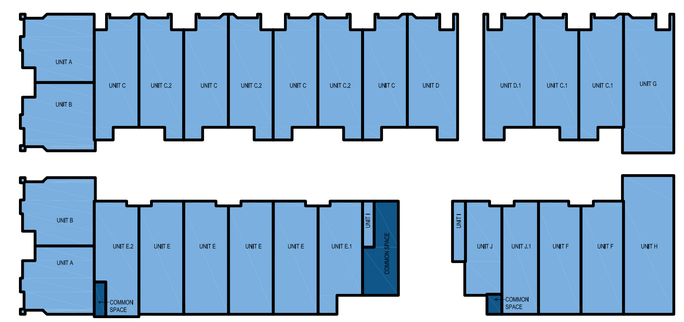
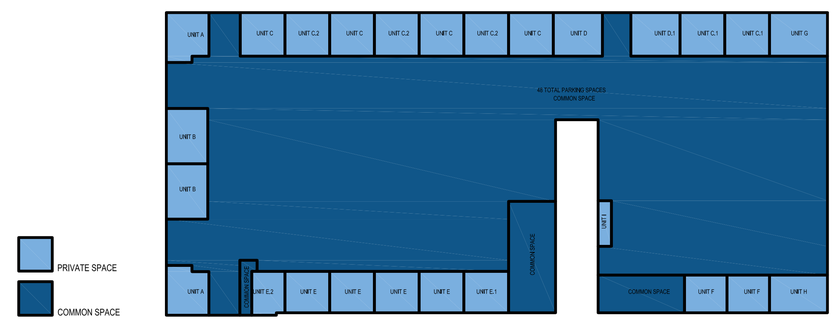


2 FAR DIAGRAM - FIRST FLOOR
SCALE: NTS



1 FAR DIAGRAM - BASEMENT LEVEL
SCALE: NTS

PRIVATE SPACE
COMMON SPACE

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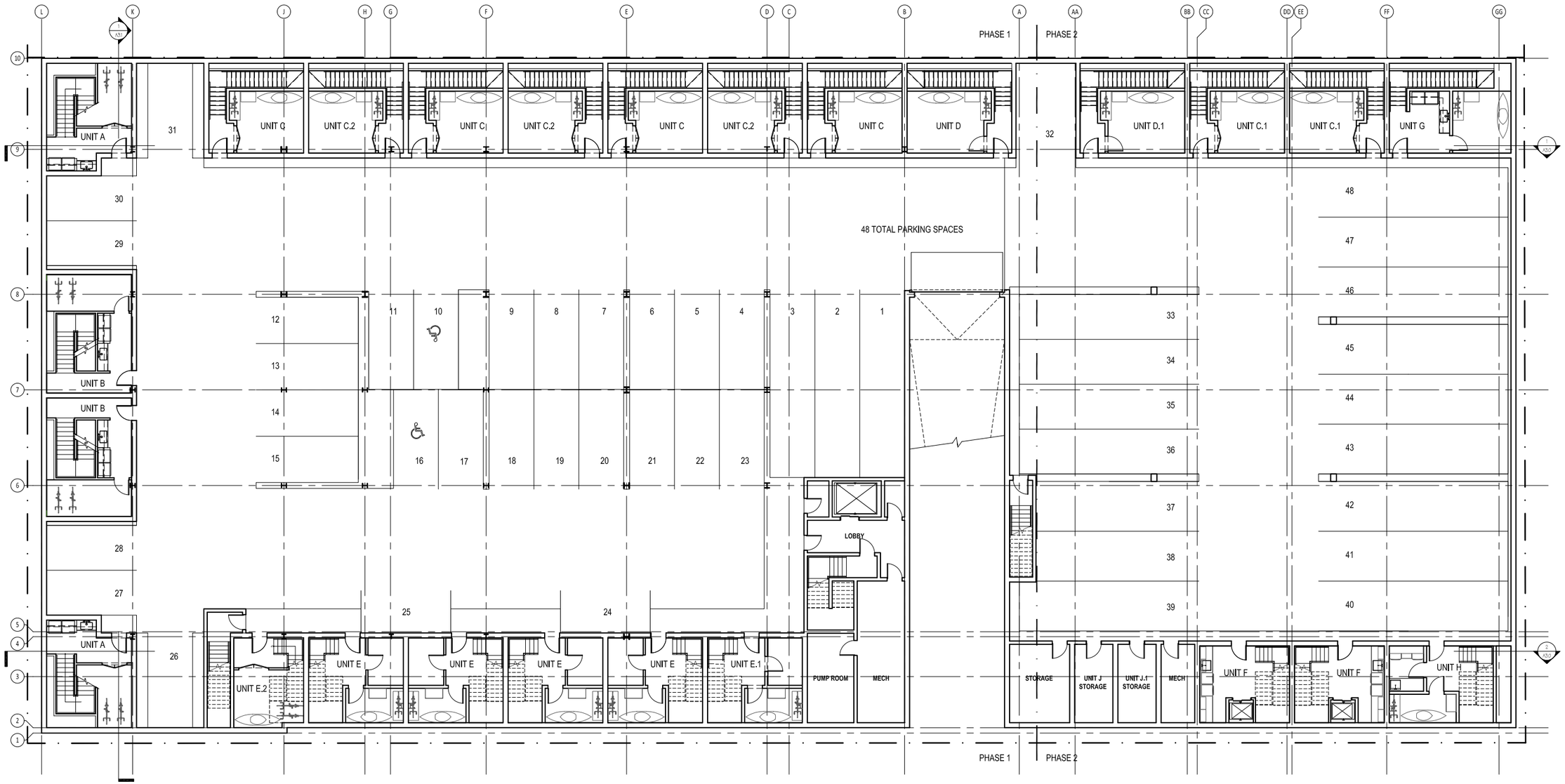
PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
G	0.2

Drawing Name
FAR CALCULATIONS

LOWER LEVEL FLOOR PLAN



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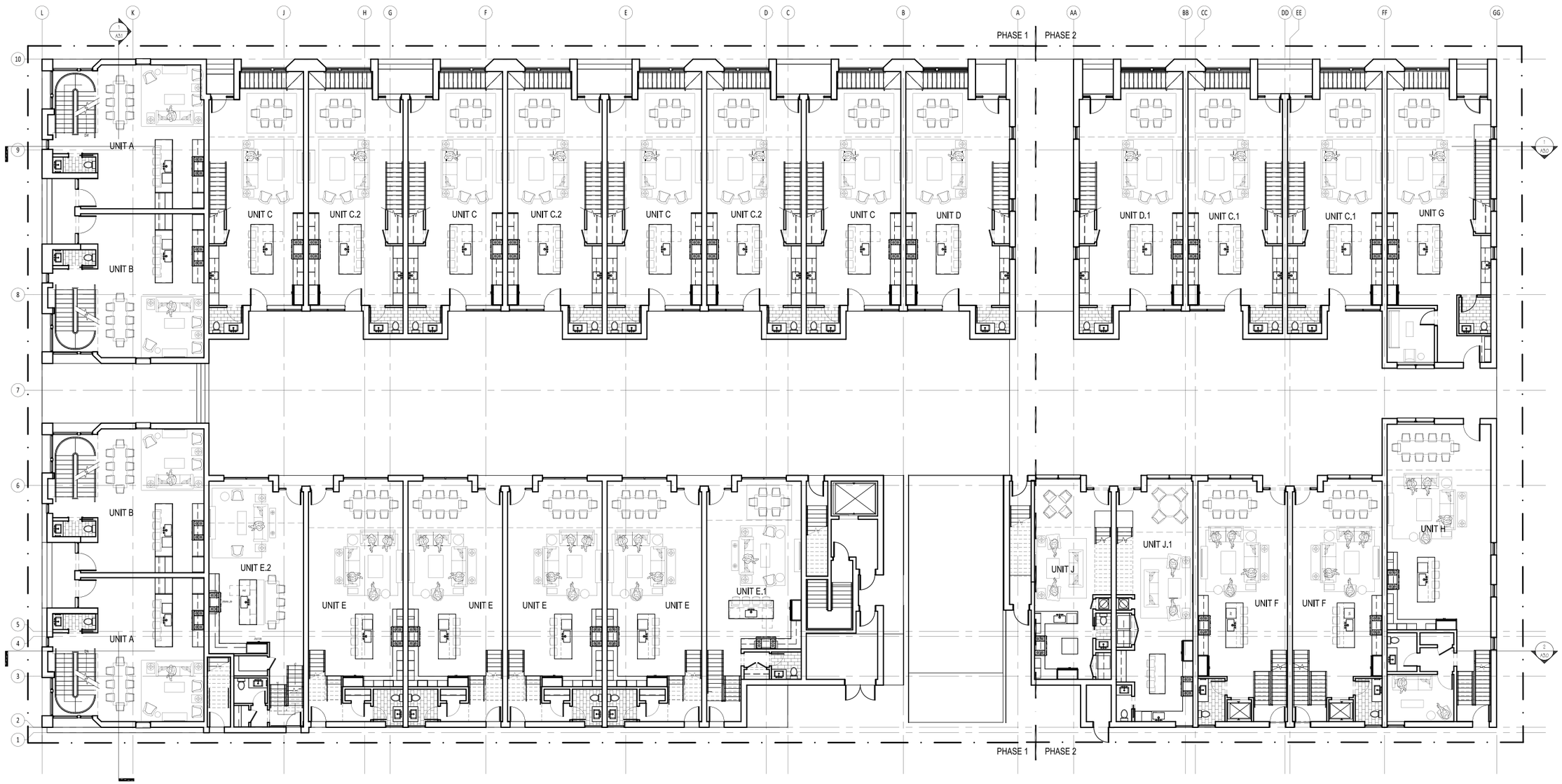
BEAR DEVELOPMENT

TOWN OF JACKSON
DESIGN REVIEW COMMITTEE

GLENWOOD GILL CONDOMINIUMS
JACKSON, WYOMING

FIRST FLOOR PLAN



NORTHWORKS | BEAR DEVELOPMENT

TOWN OF JACKSON
DESIGN REVIEW COMMITTEE

GLENWOOD GILL CONDOMINIUMS
JACKSON, WYOMING

SECOND FLOOR PLAN

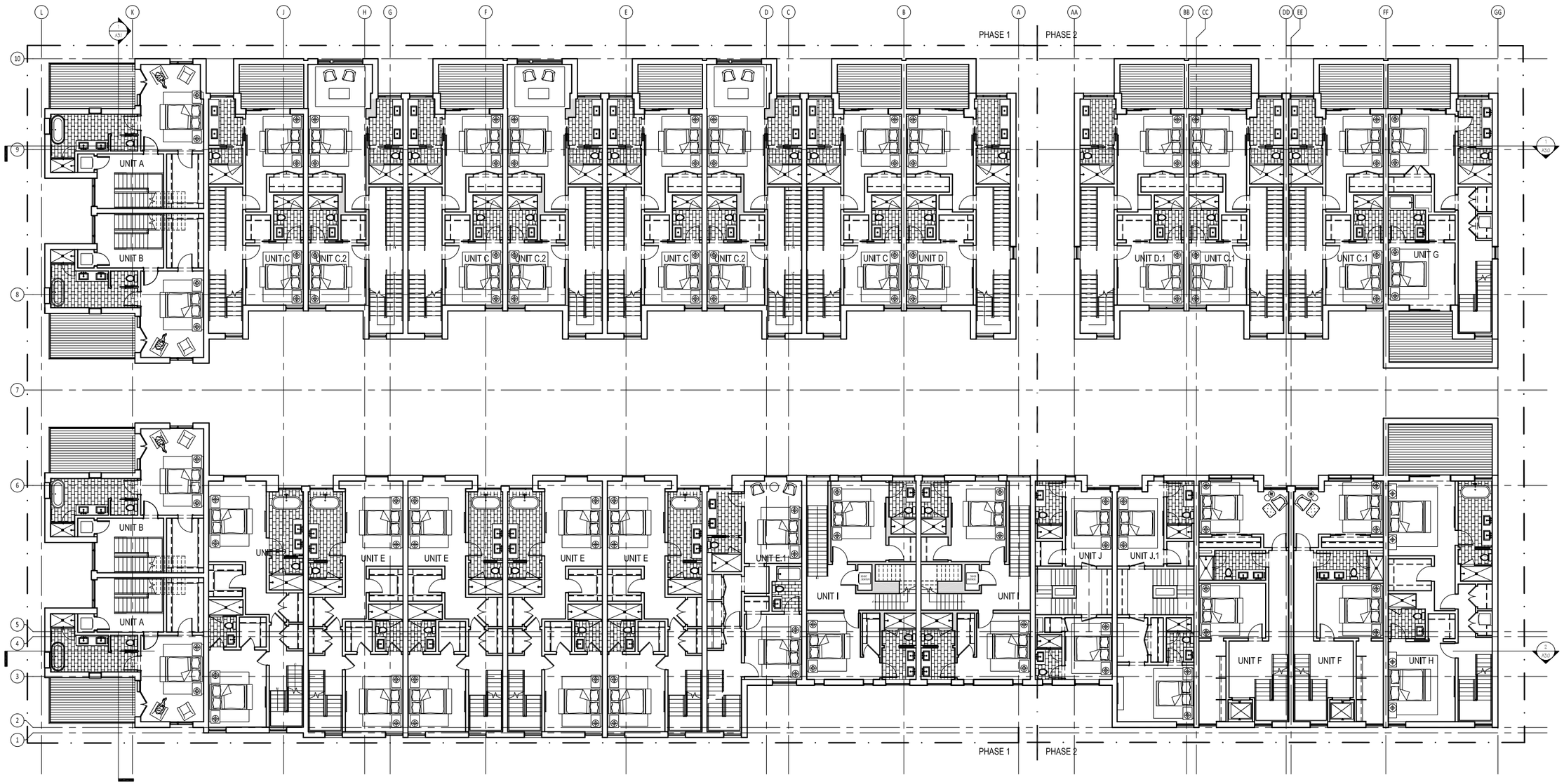
NORTHWORKS

BEAR DEVELOPMENT

TOWN OF JACKSON
DESIGN REVIEW COMMITTEE

GLENWOOD GILL CONDOMINIUMS
JACKSON, WYOMING

THIRD FLOOR PLAN



NORTHWORKS | BEAR DEVELOPMENT

TOWN OF JACKSON
DESIGN REVIEW COMMITTEE

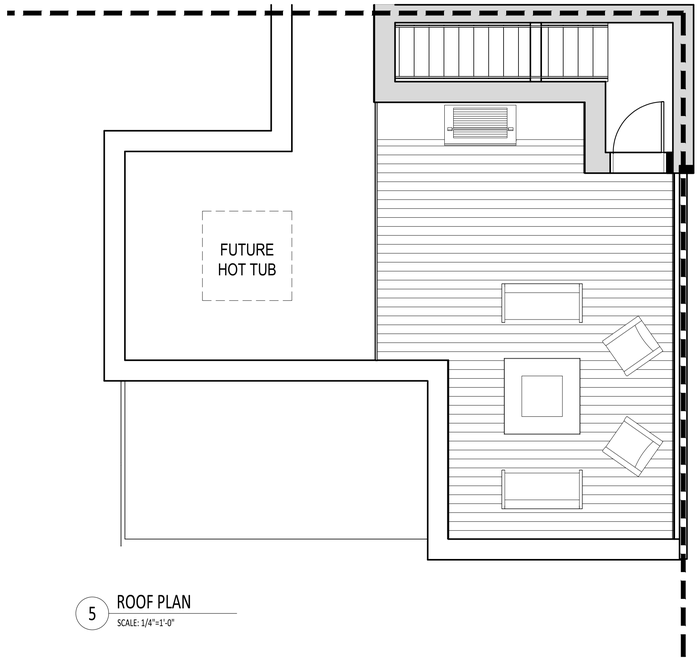
GLENWOOD GILL CONDOMINIUMS
JACKSON, WYOMING

ROOF LEVEL PLAN

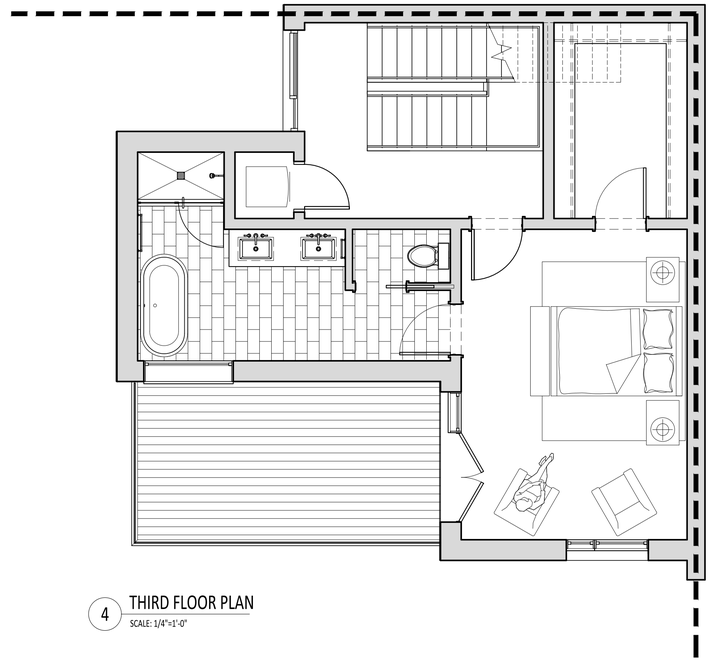
NORTHWORKS | BEAR DEVELOPMENT

TOWN OF JACKSON
DESIGN REVIEW COMMITTEE

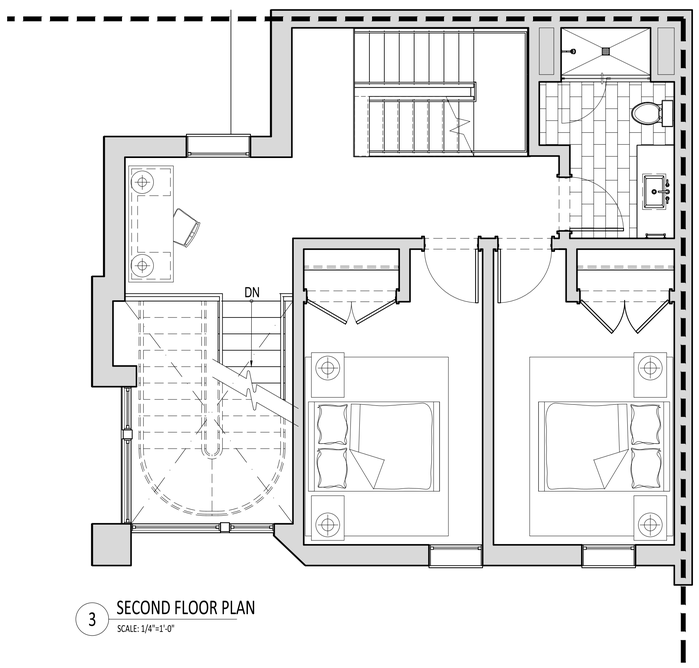
GLENWOOD GILL CONDOMINIUMS
JACKSON, WYOMING



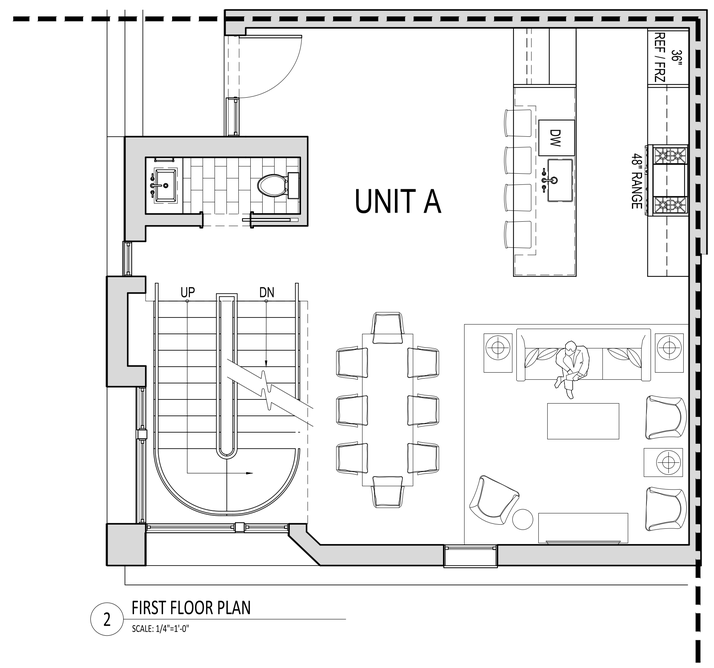
5 ROOF PLAN
SCALE: 1/4"=1'-0"



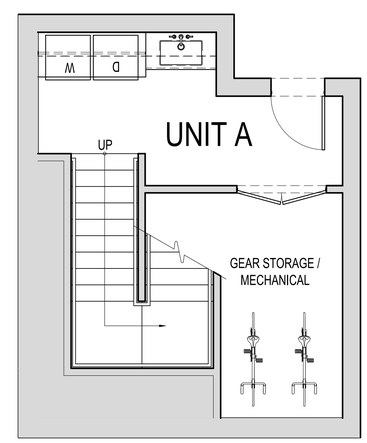
4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



1 BASEMENT PLAN
SCALE: 1/4"=1'-0"

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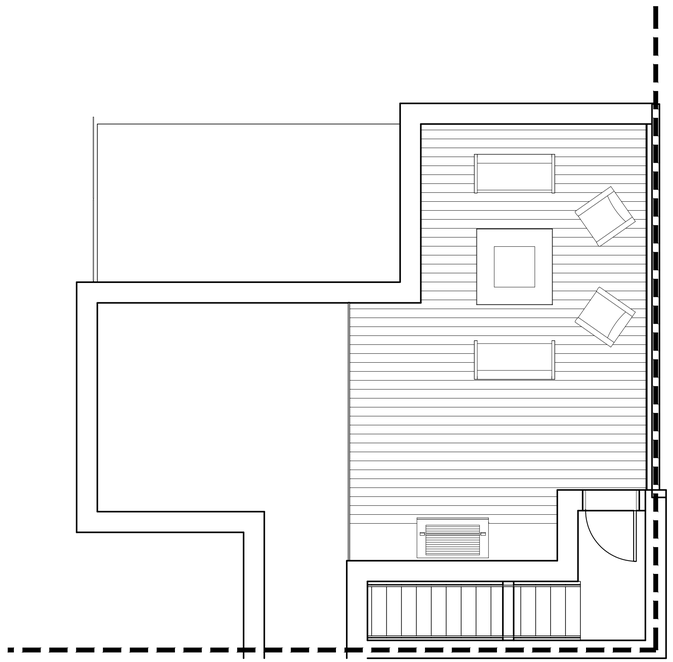
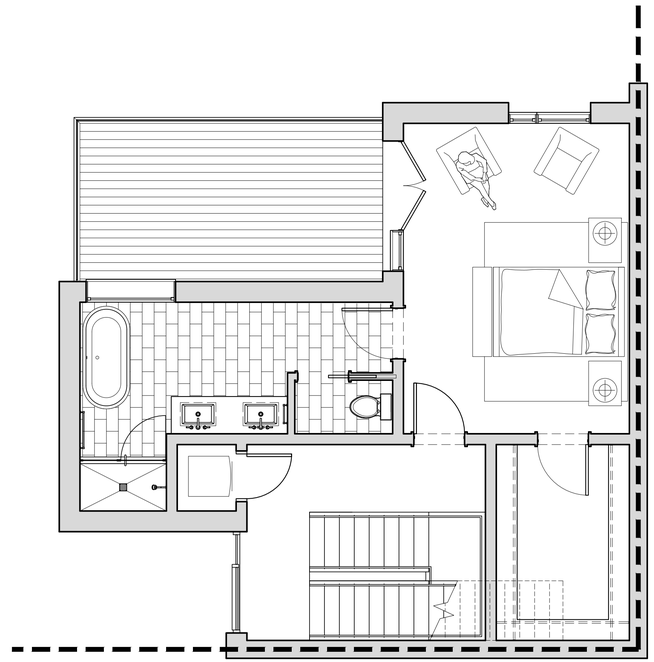
PROFESSIONAL SEAL

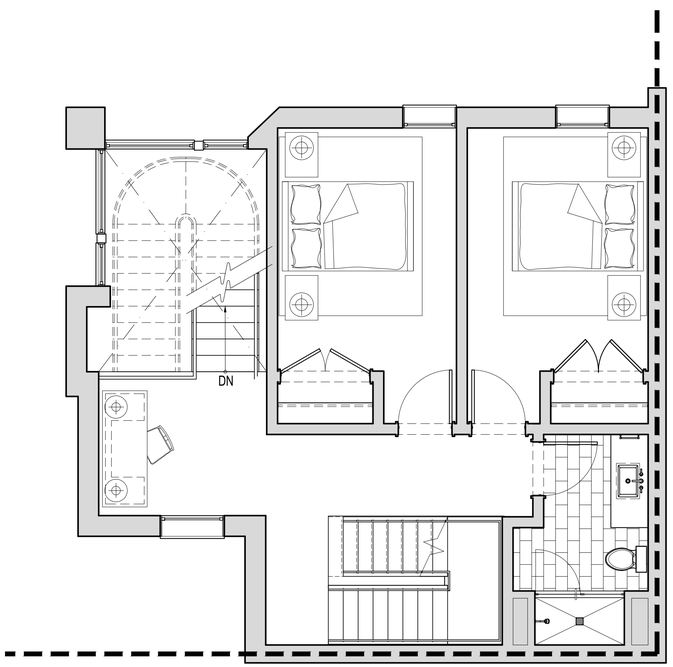
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

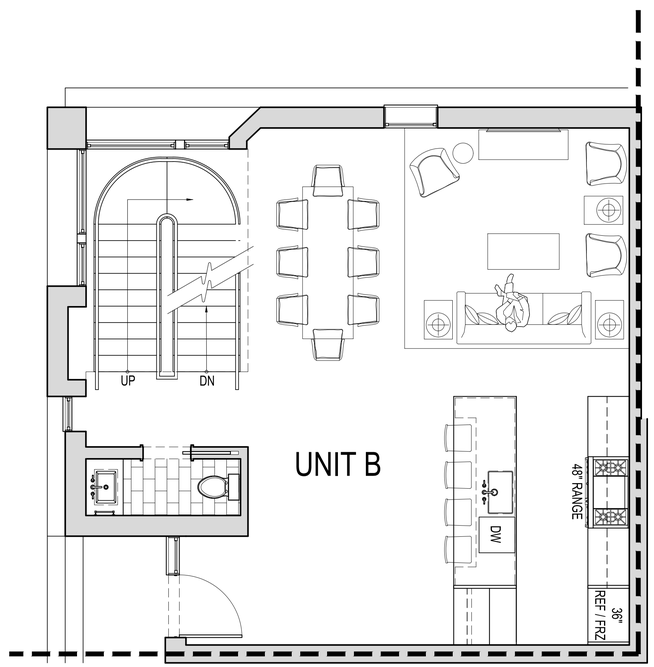
1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.20

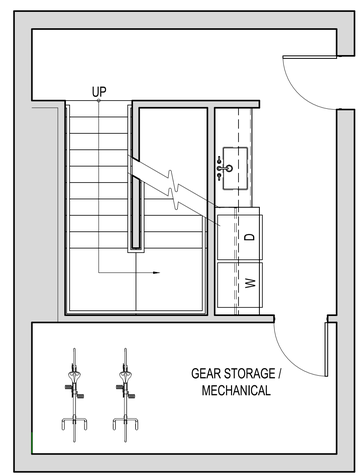
Drawing Name
UNIT PLANS - TYPE 'A'











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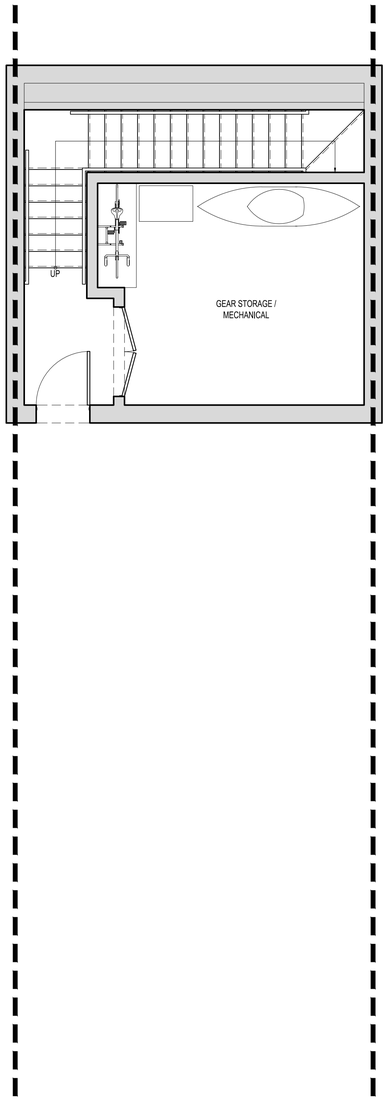
PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.21

Drawing Name
UNIT PLANS - TYPE 'B'



1 BASEMENT PLAN
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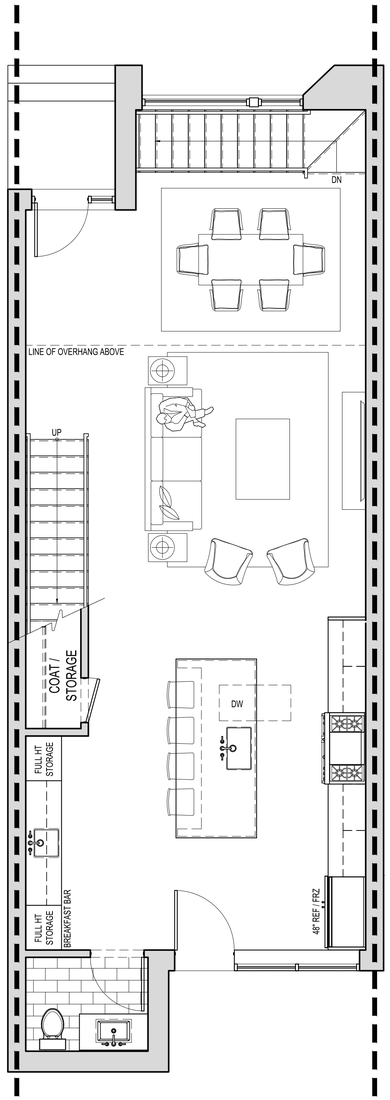
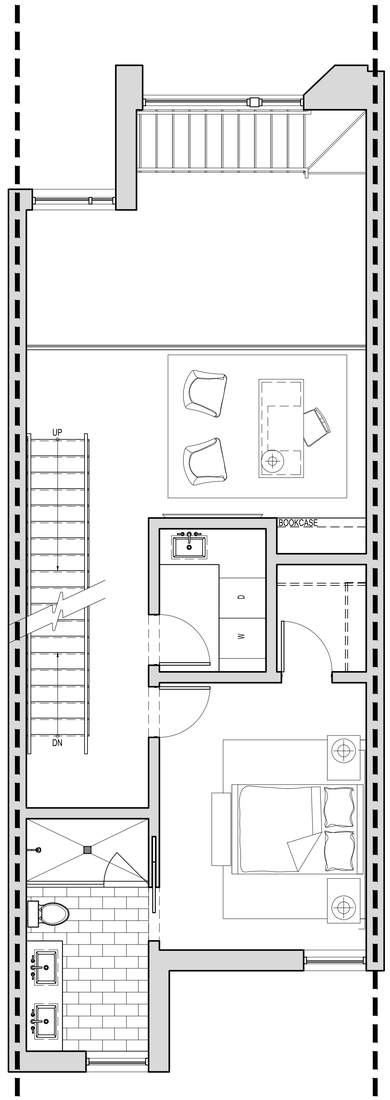


2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
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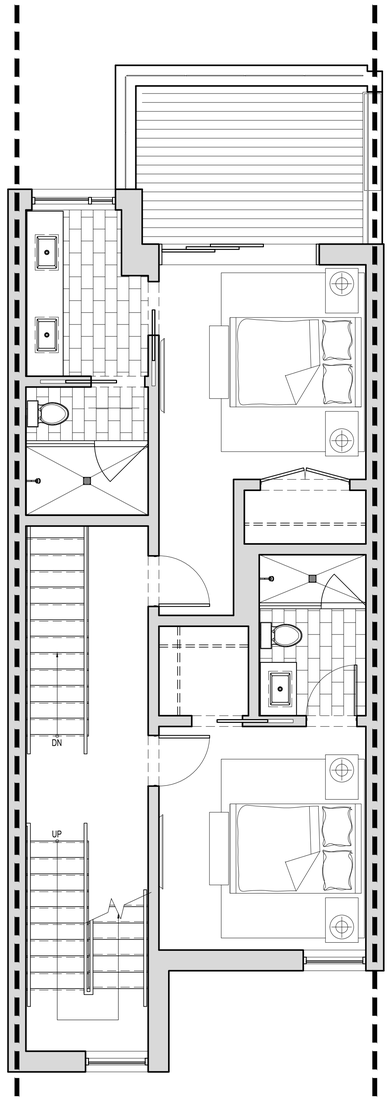
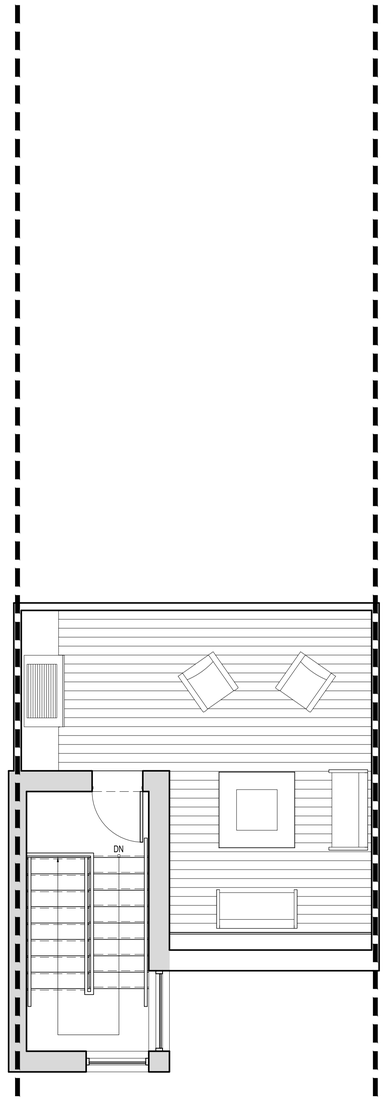


4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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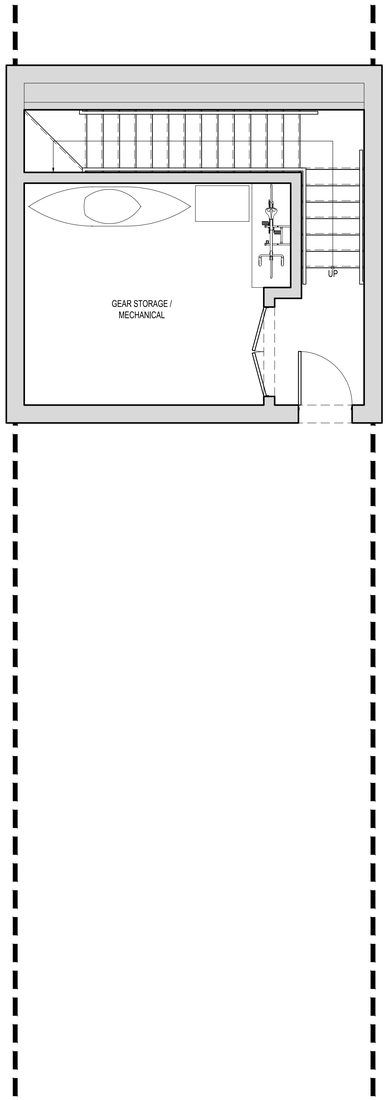
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.22

Drawing Name
UNIT PLANS - TYPE 'C'



1 BASEMENT PLAN
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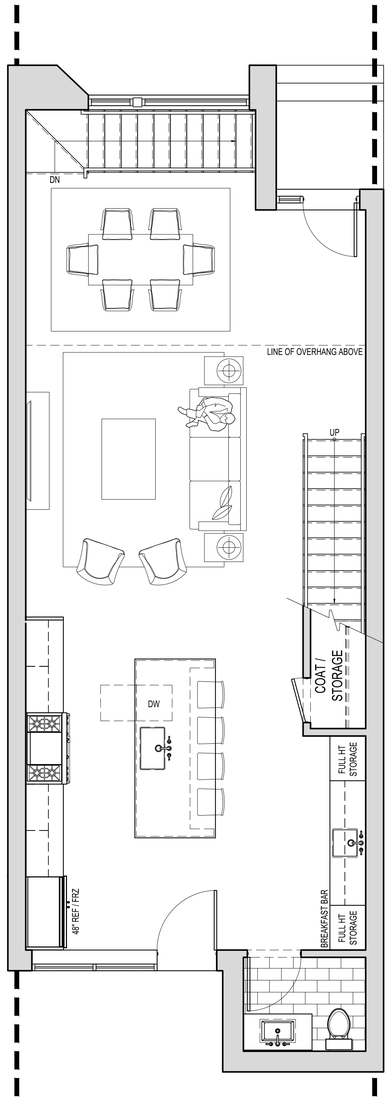

2 FIRST FLOOR PLAN
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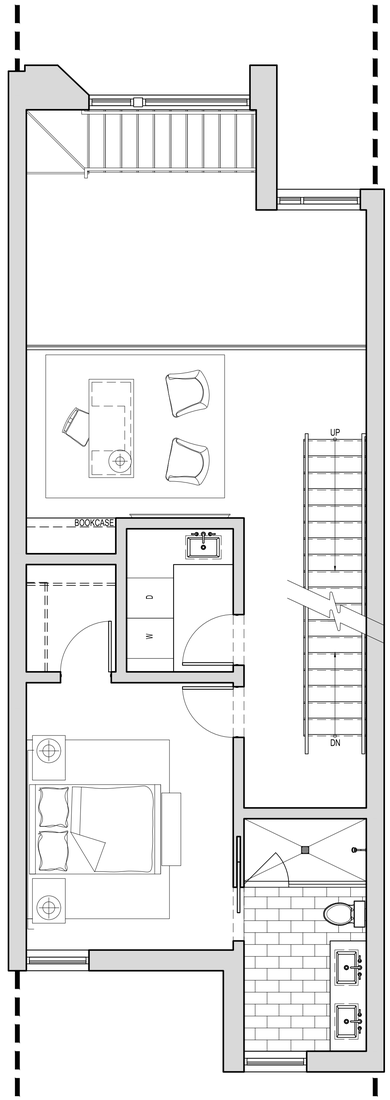

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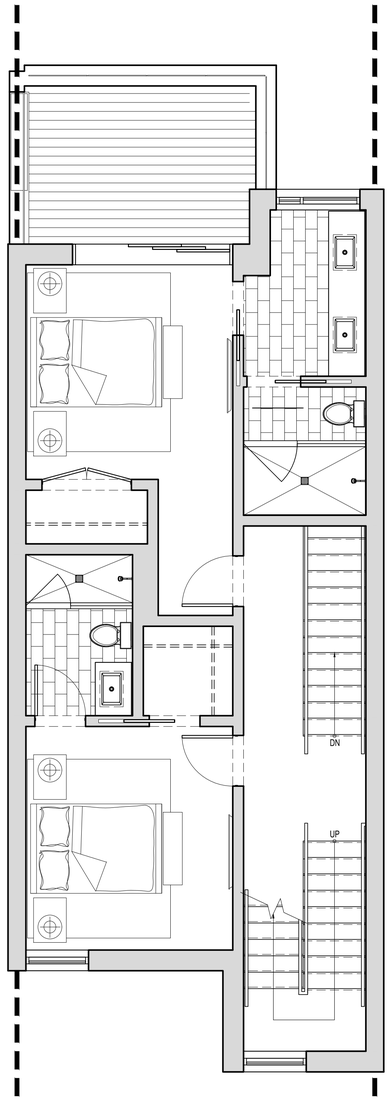
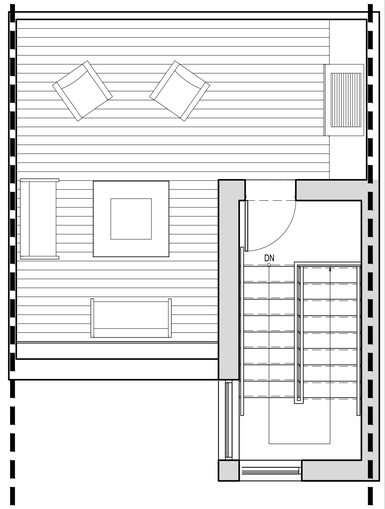


4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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165 AND 185 GLENWOOD ST.
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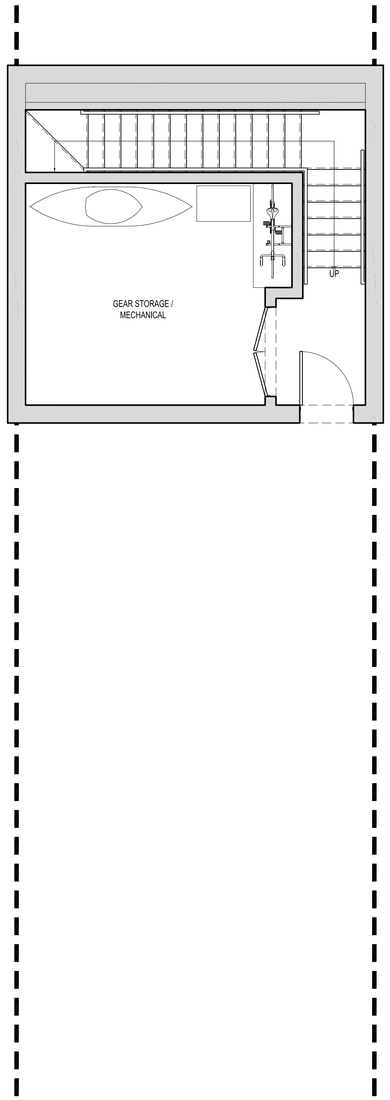
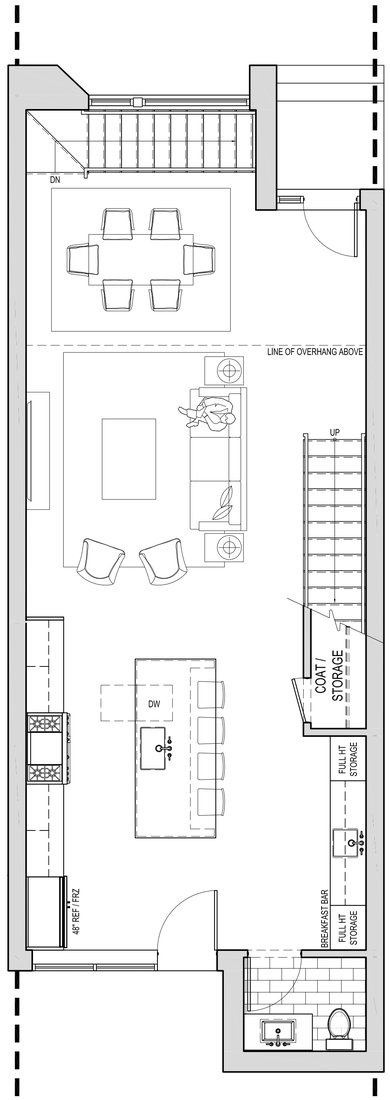
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.23

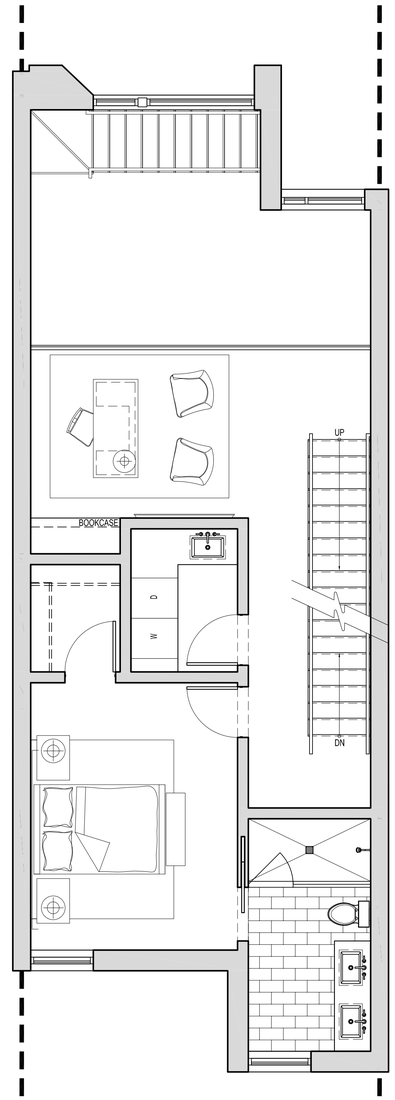
Drawing Name
UNIT PLANS - TYPE 'C.1'



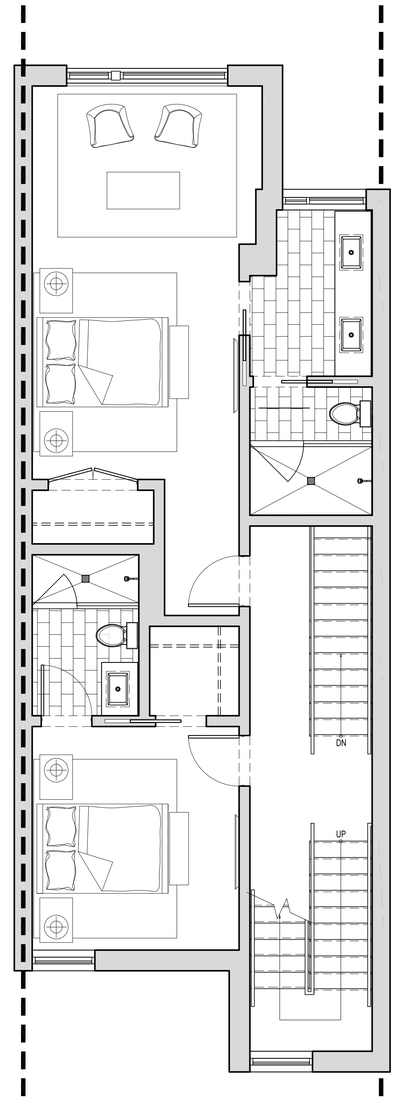
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



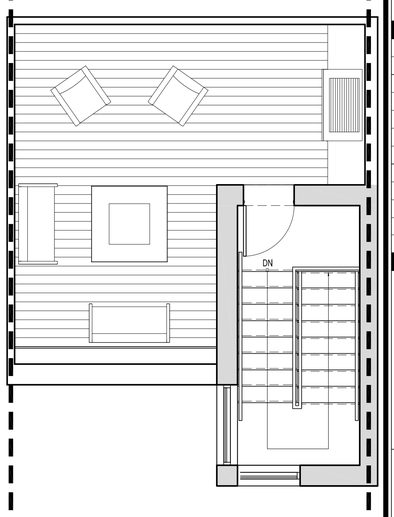
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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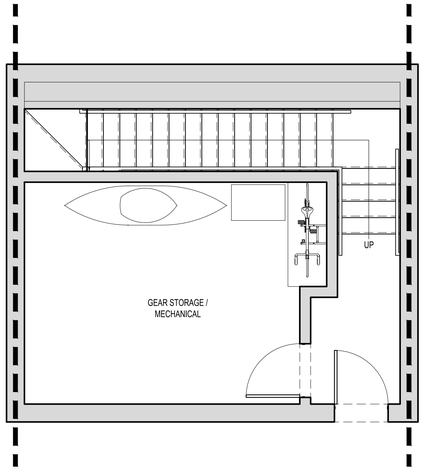
	ISSUED DATE	ISSUED FOR
■	10.25.2019	DEVELOPMENT PLAN REVIEW

PROFESSIONAL SEAL

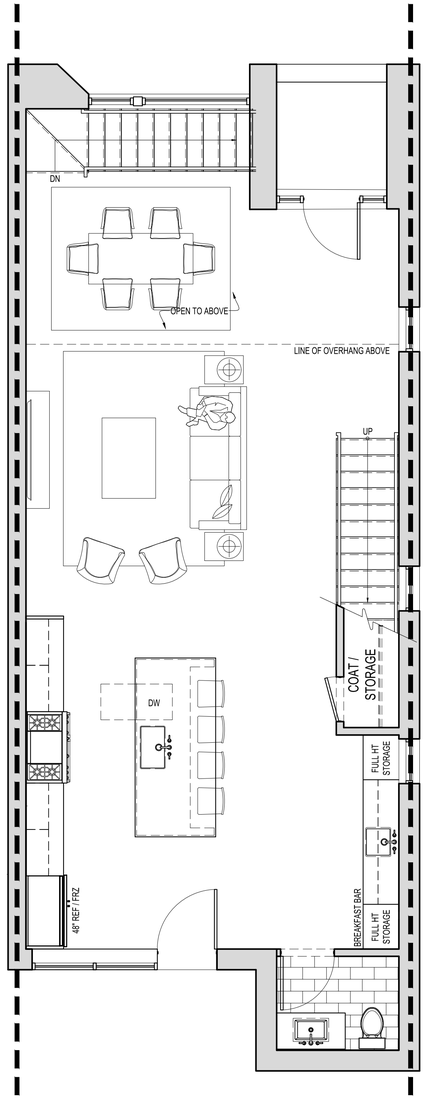
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.24

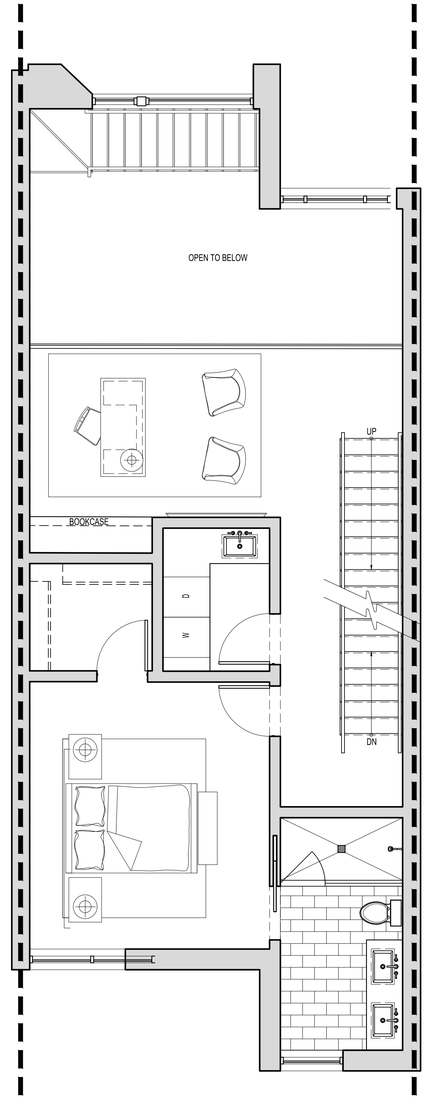
Drawing Name
UNIT PLANS - TYPE 'C.2'



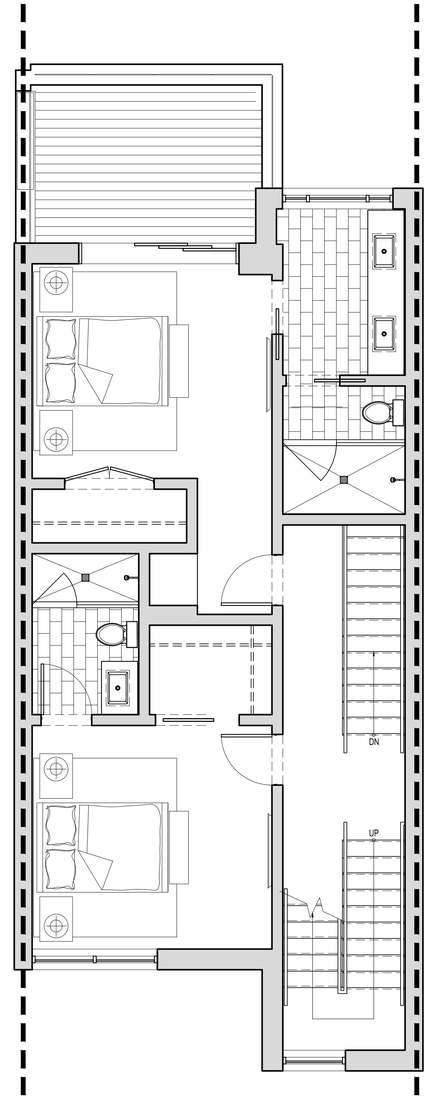
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



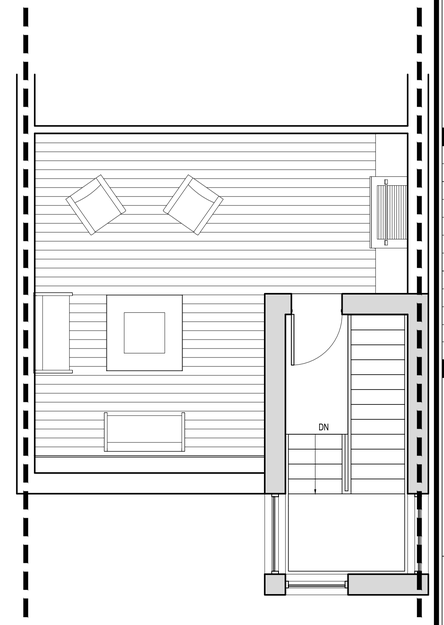
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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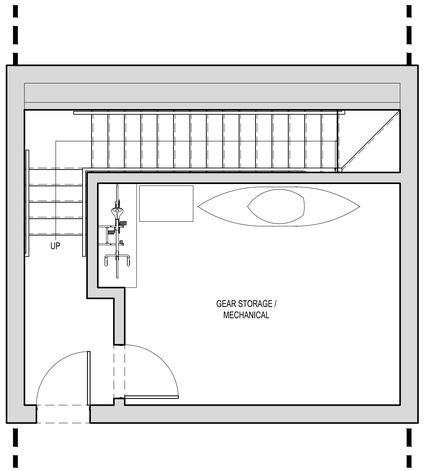
PROFESSIONAL SEAL

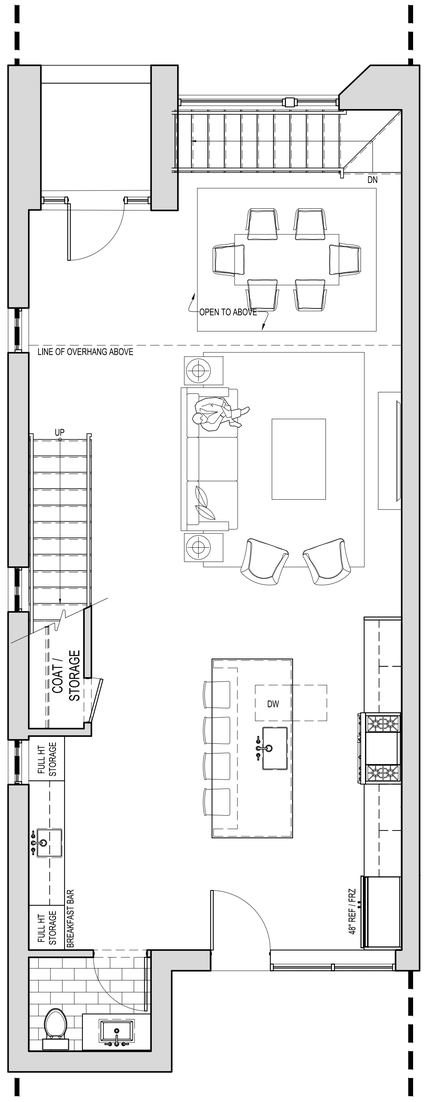
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.25

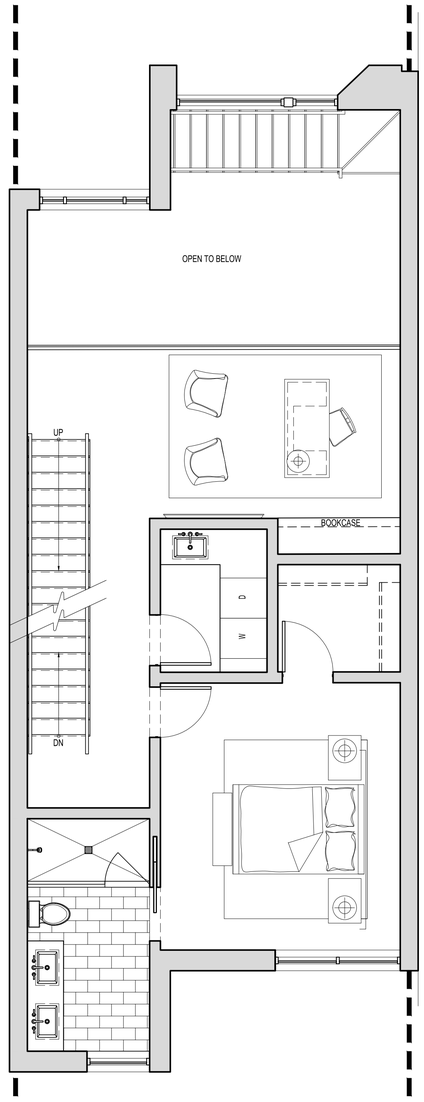
Drawing Name
UNIT PLANS - TYPE 'D'



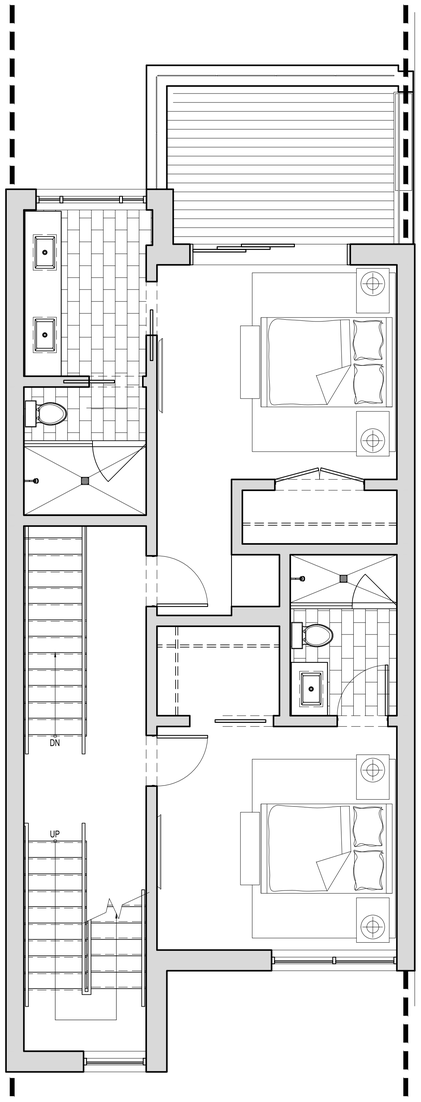
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



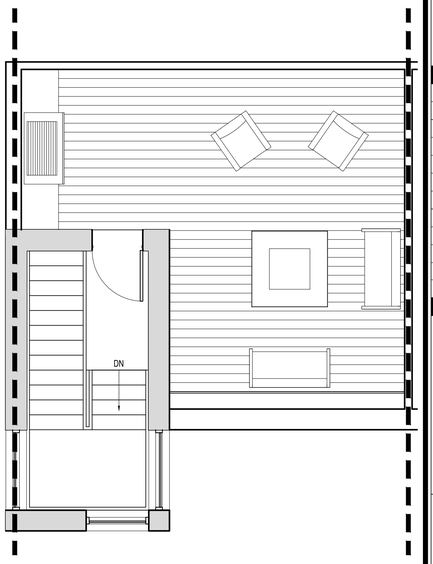
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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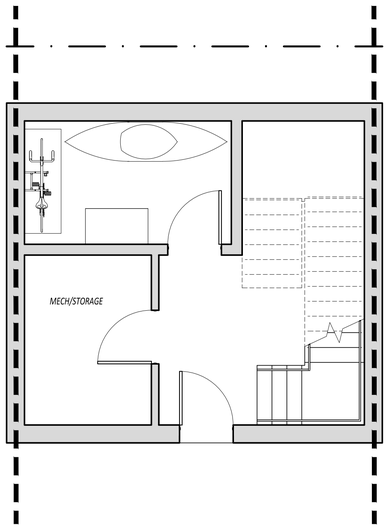
PROFESSIONAL SEAL

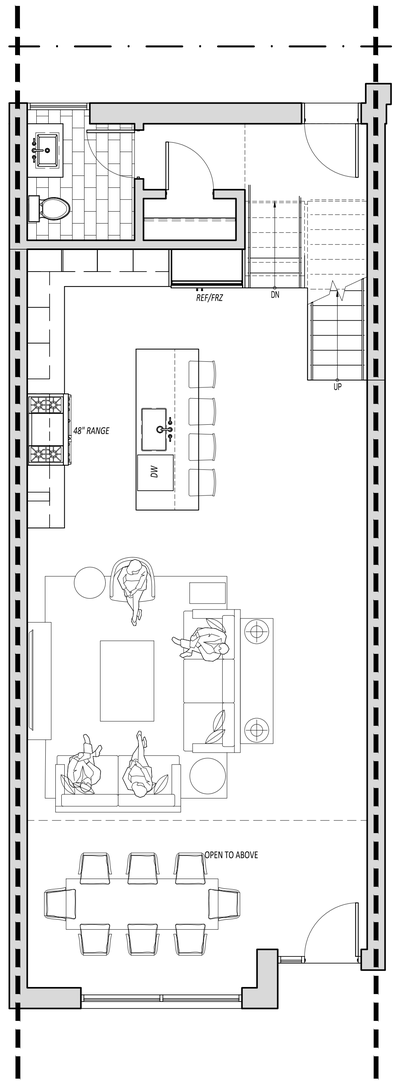
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.26

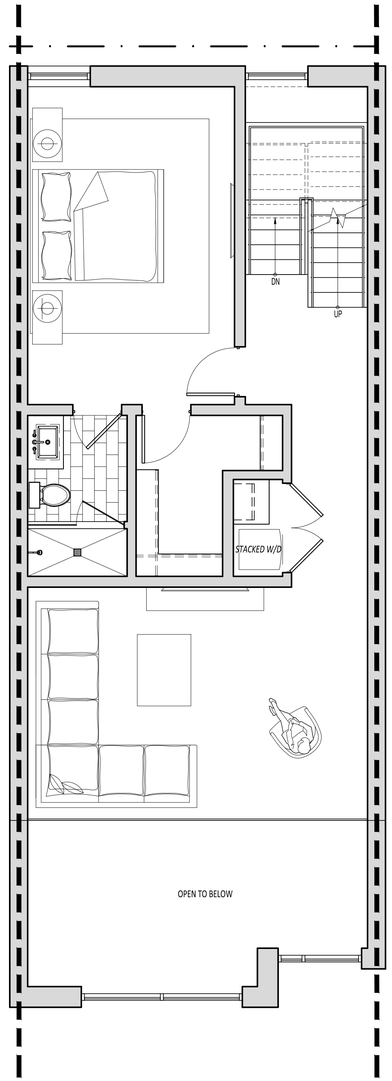
Drawing Name
UNIT PLANS - TYPE 'D.1'



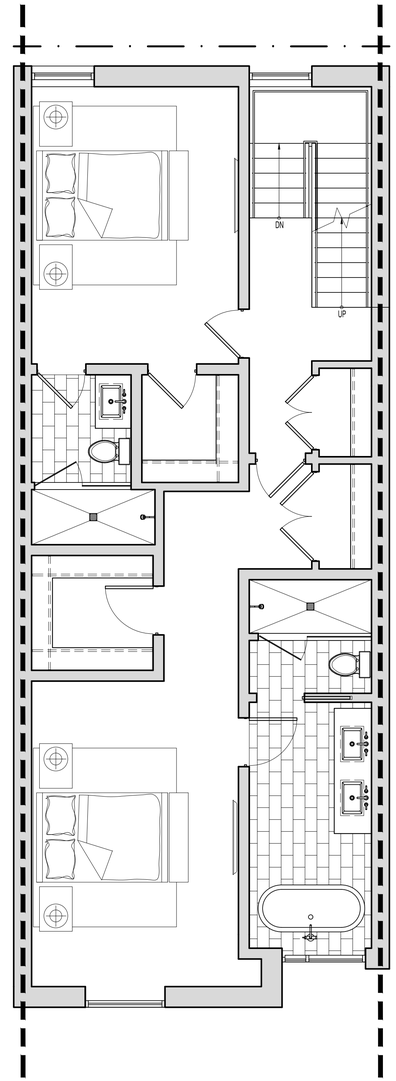
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



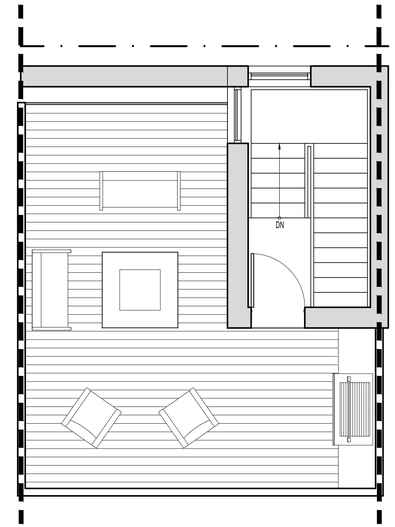
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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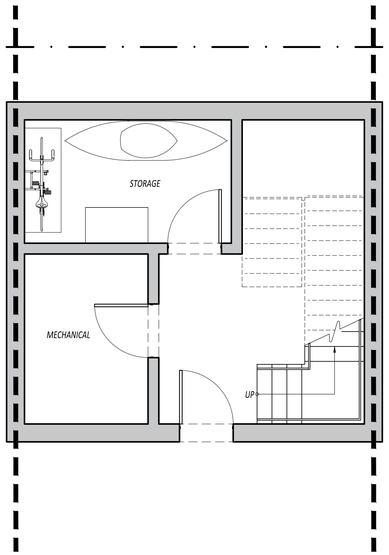
PROFESSIONAL SEAL

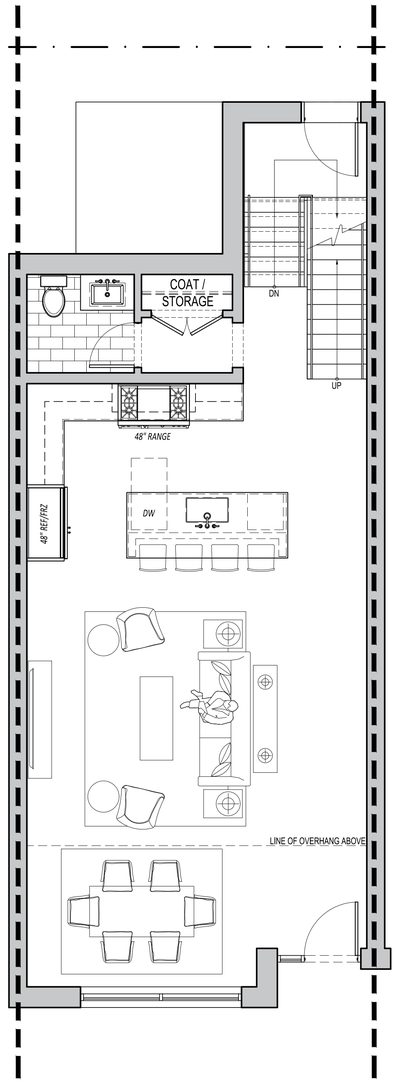
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.27

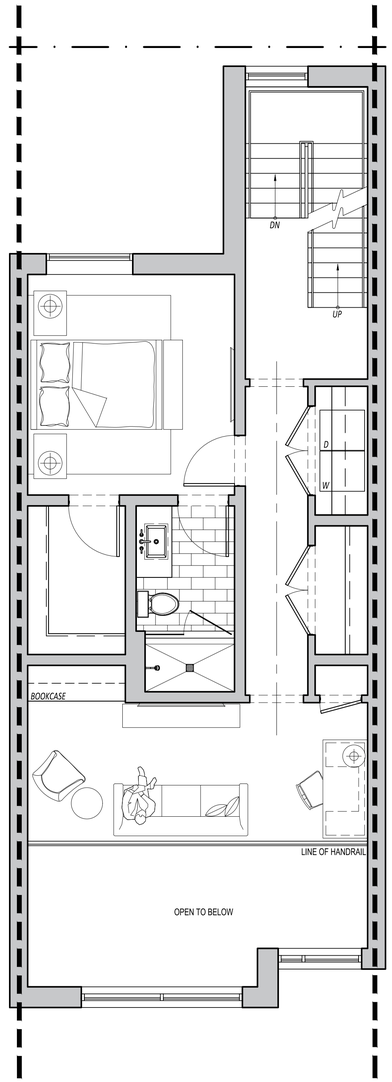
Drawing Name
UNIT PLANS - TYPE 'E'



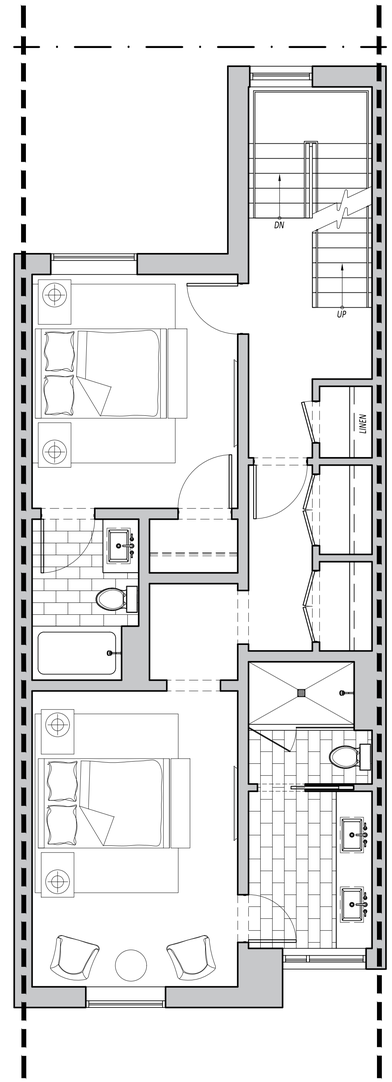
1 BASEMENT PLAN
SCALE: 1/4" = 1'-0"



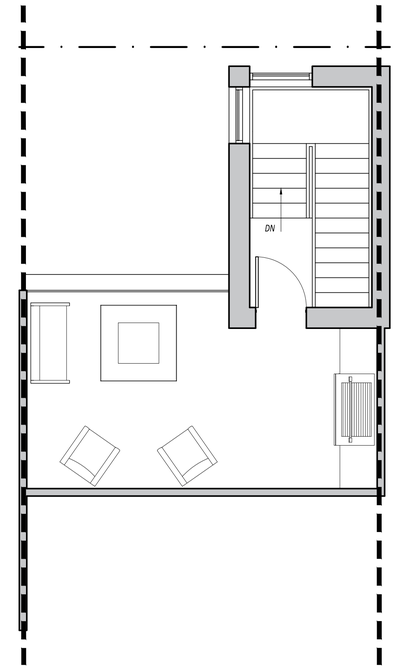
2 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



5 ROOF PLAN
SCALE: 1/4" = 1'-0"

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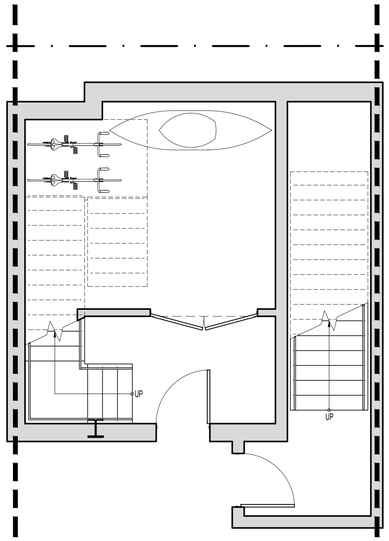
PROFESSIONAL SEAL

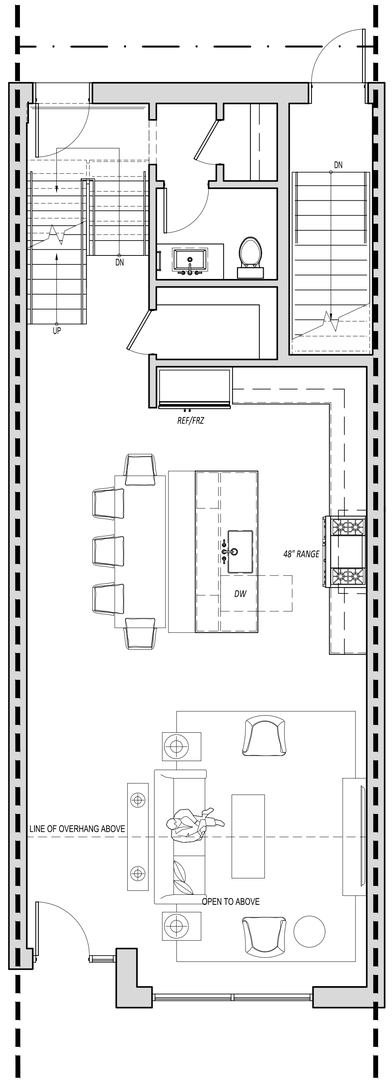
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.28

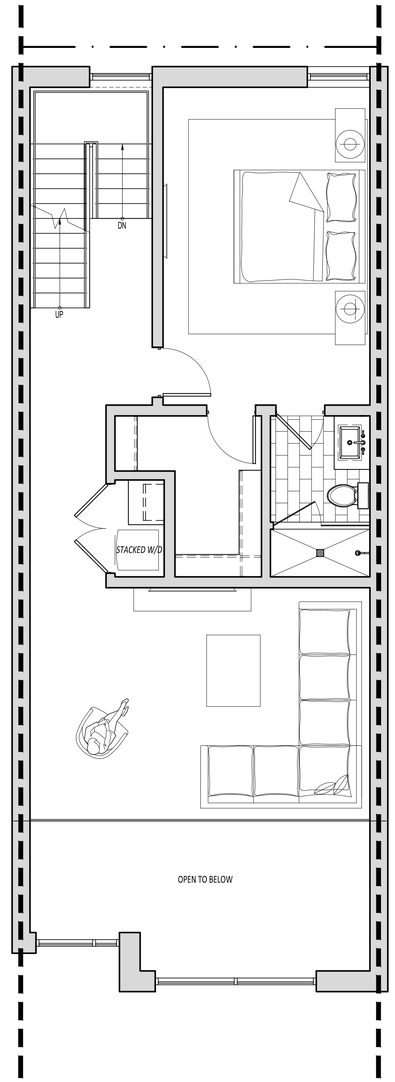
Drawing Name
UNIT PLANS - TYPE 'E.1'



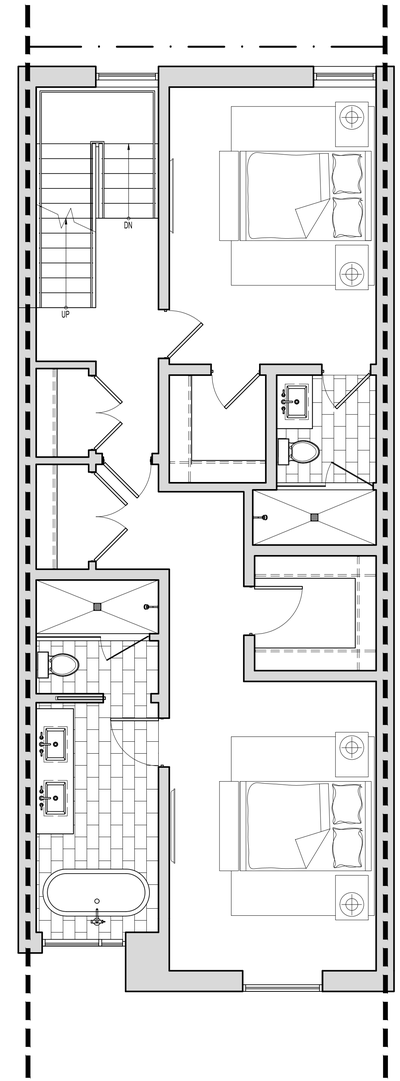
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



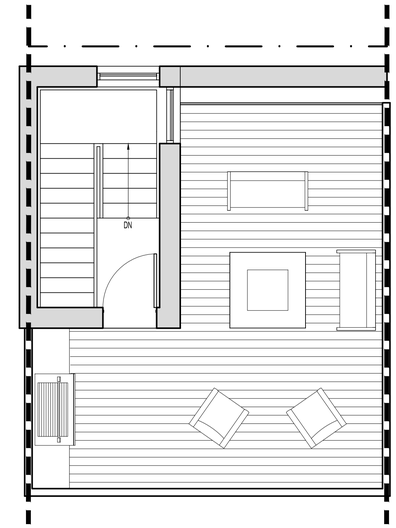
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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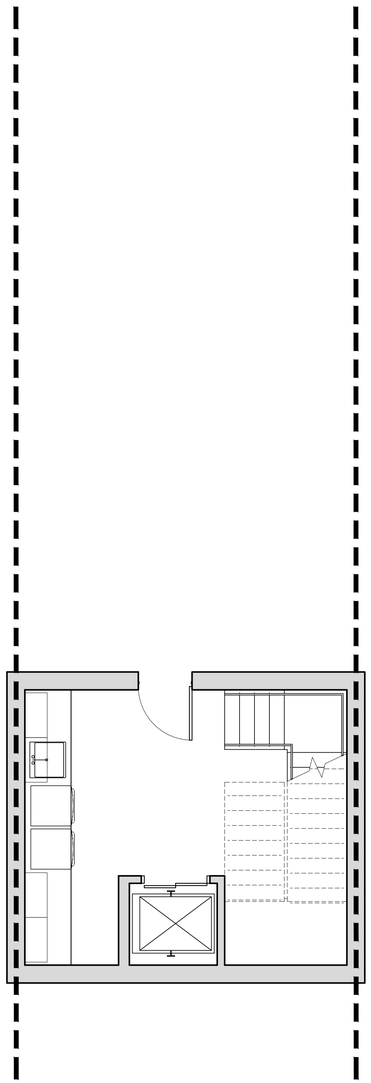
PROFESSIONAL SEAL

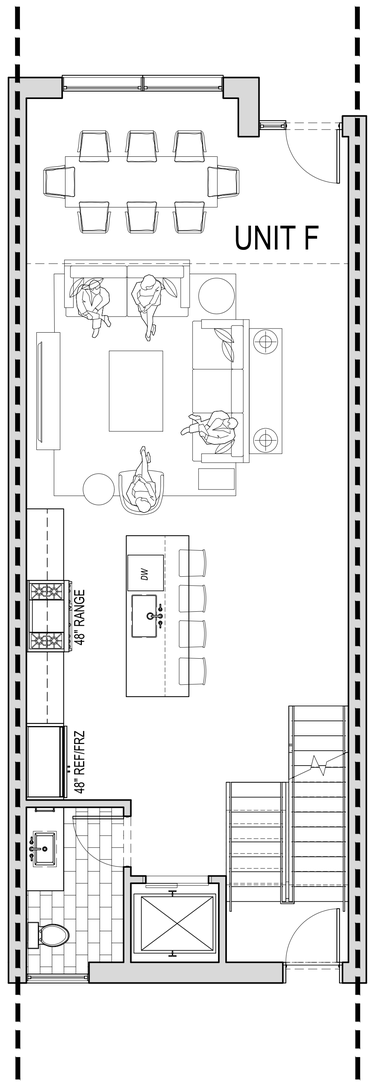
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.29

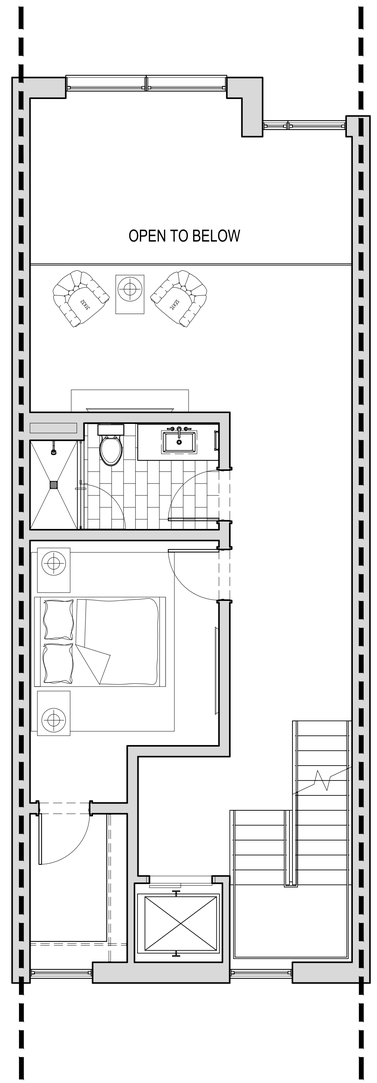
Drawing Name
UNIT PLANS - TYPE 'E.2'



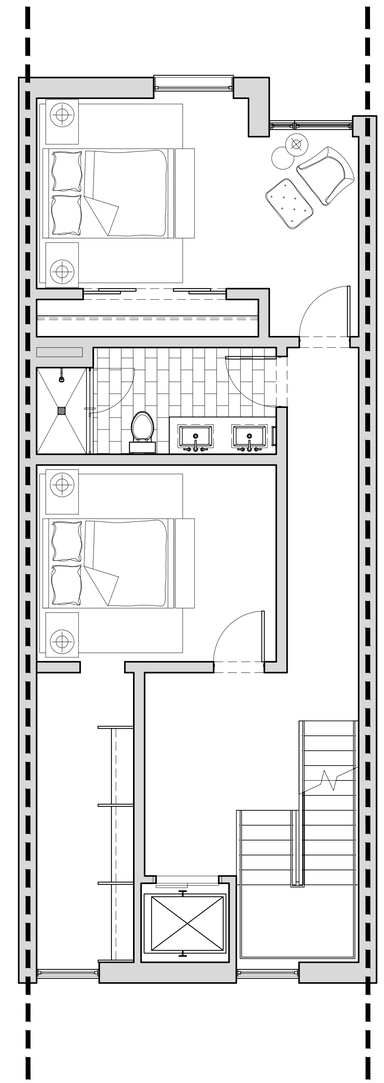
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



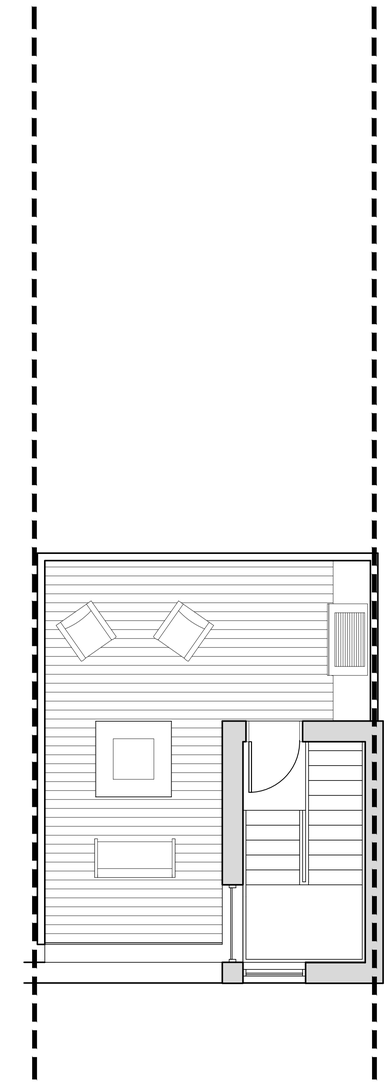
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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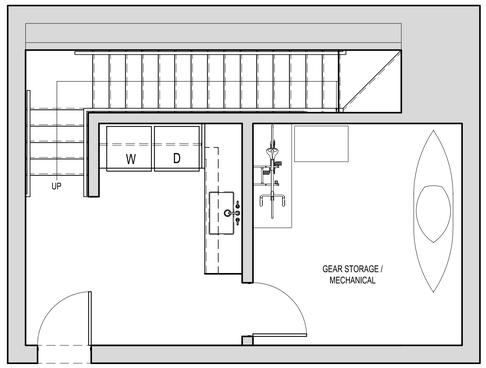
PROFESSIONAL SEAL

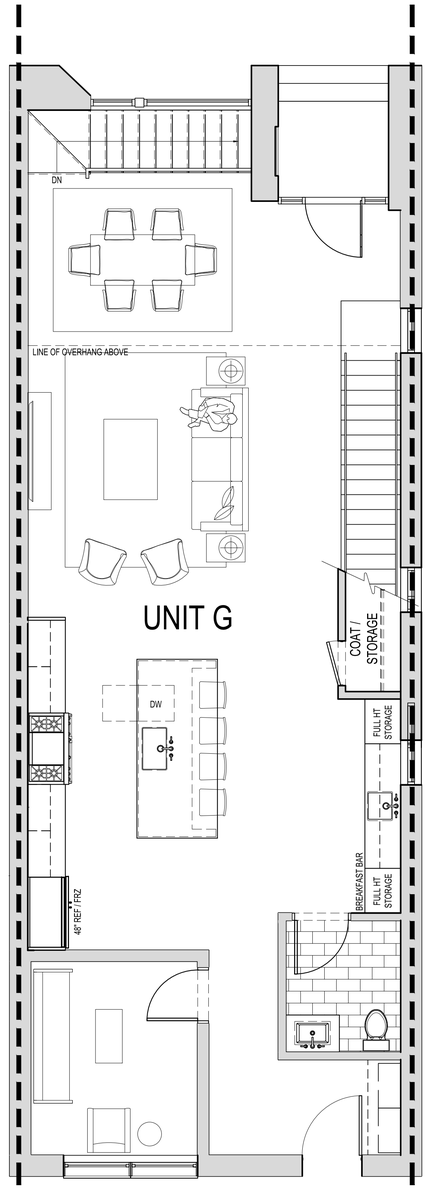
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.30

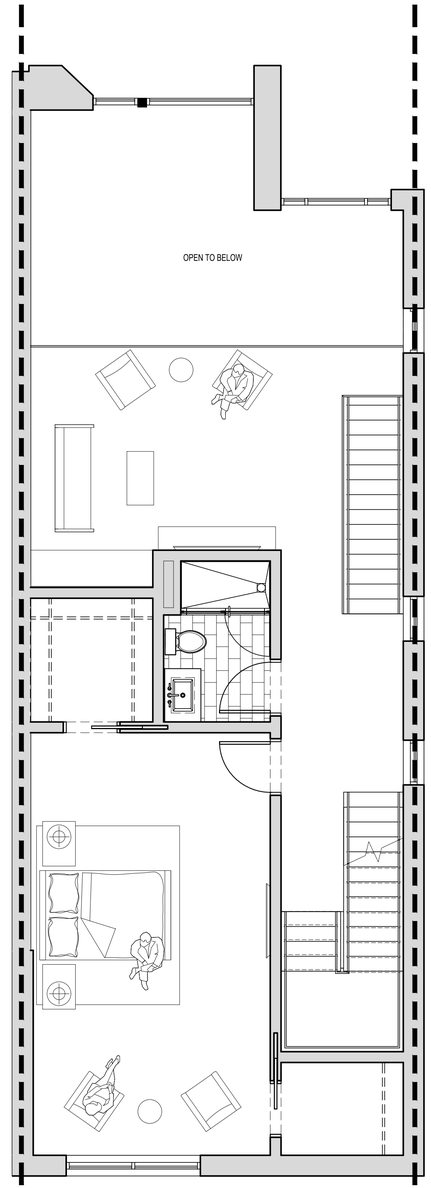
Drawing Name
UNIT PLANS - TYPE 'F'



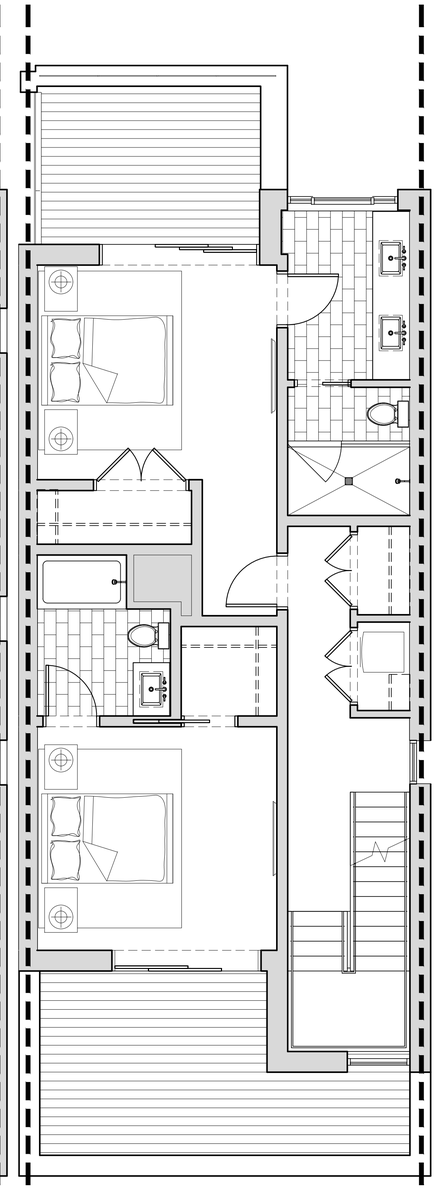
1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



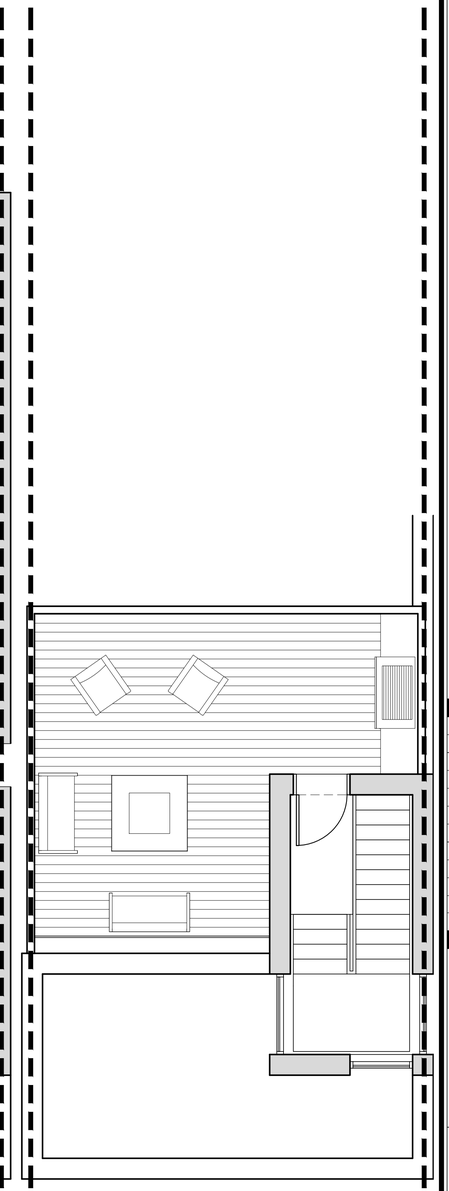
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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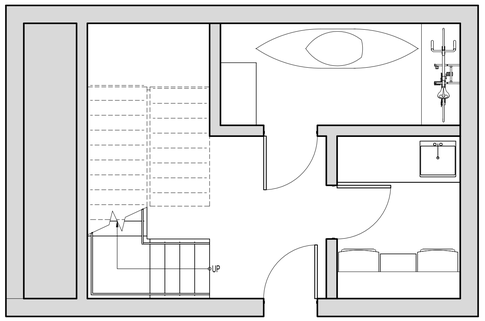
	ISSUED DATE	ISSUED FOR
■	10.25.2019	DEVELOPMENT PLAN REVIEW

PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.31

Drawing Name
UNIT PLANS - TYPE 'G'



1 BASEMENT PLAN
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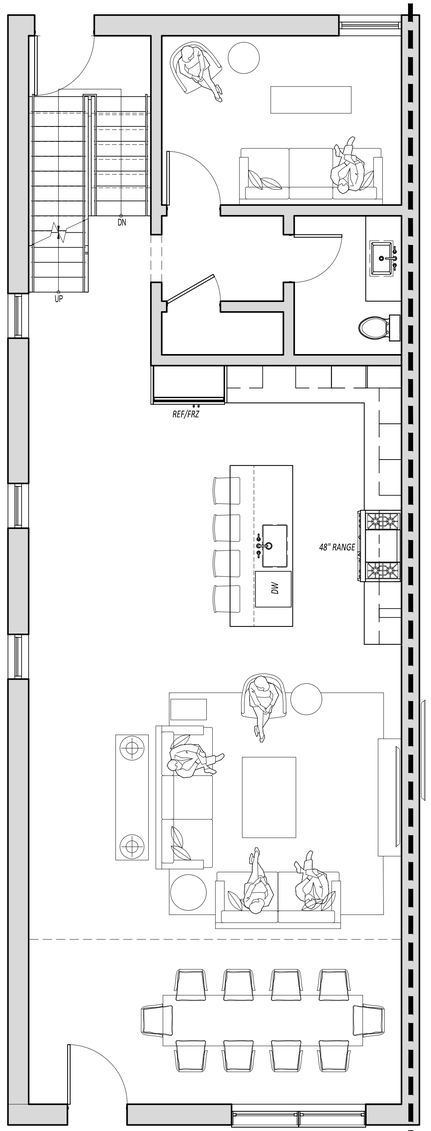
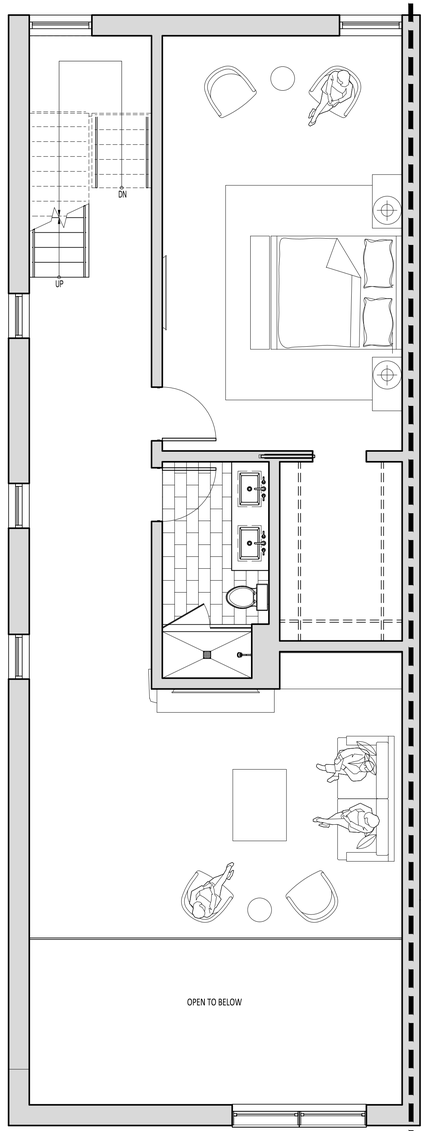


2 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



3 SECOND FLOOR PLAN
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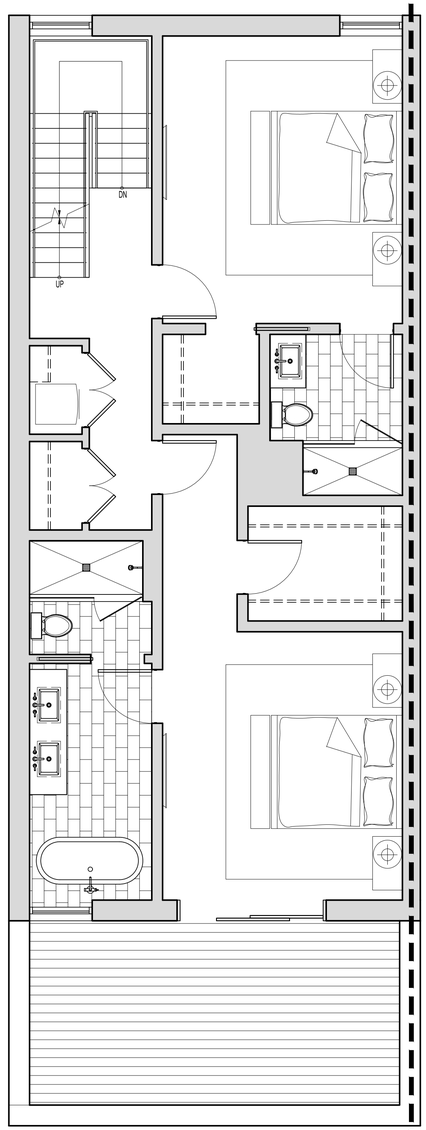

4 THIRD FLOOR PLAN
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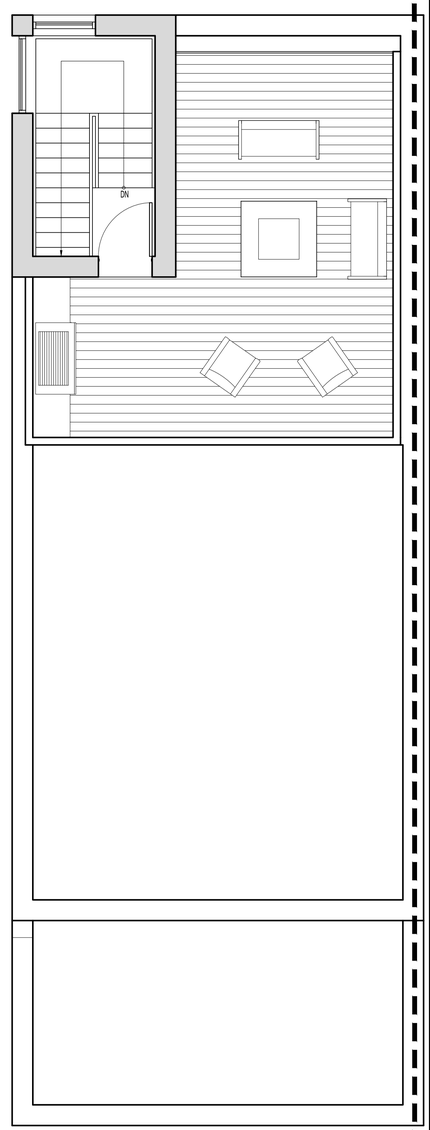

5 ROOF PLAN
SCALE: 1/4" = 1'-0"

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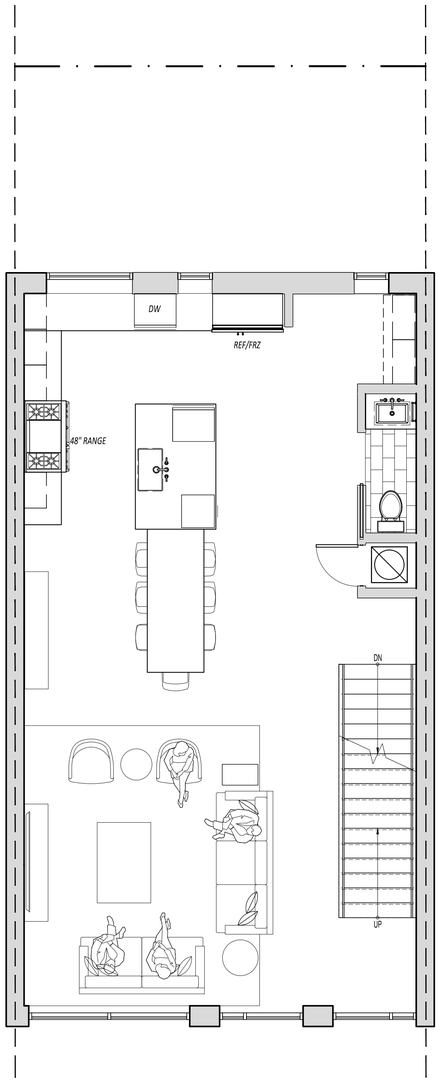
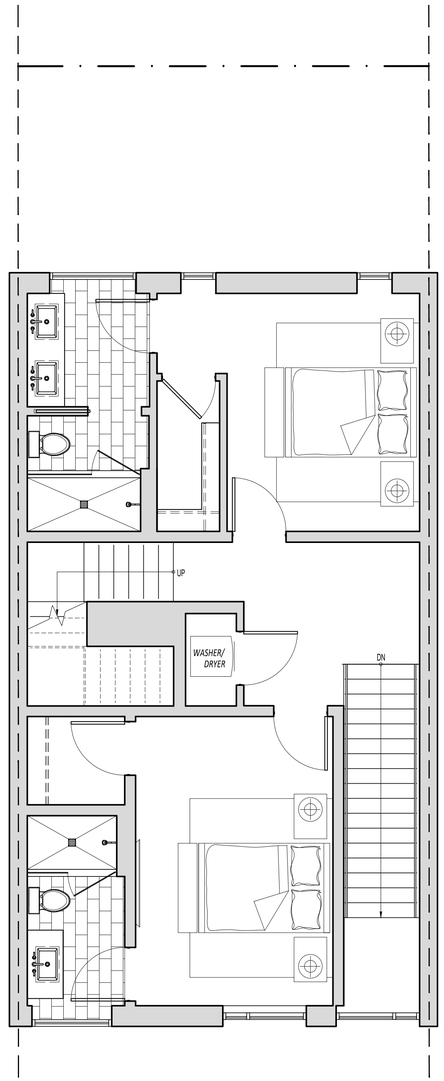
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.32

Drawing Name
UNIT PLANS - TYPE 'H'



1 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



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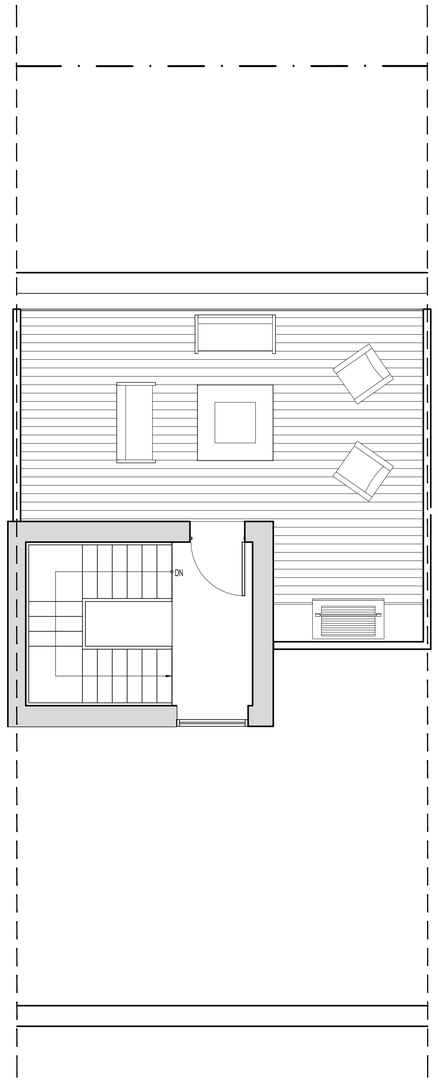

3 ROOF PLAN
SCALE: 1/4"=1'-0"

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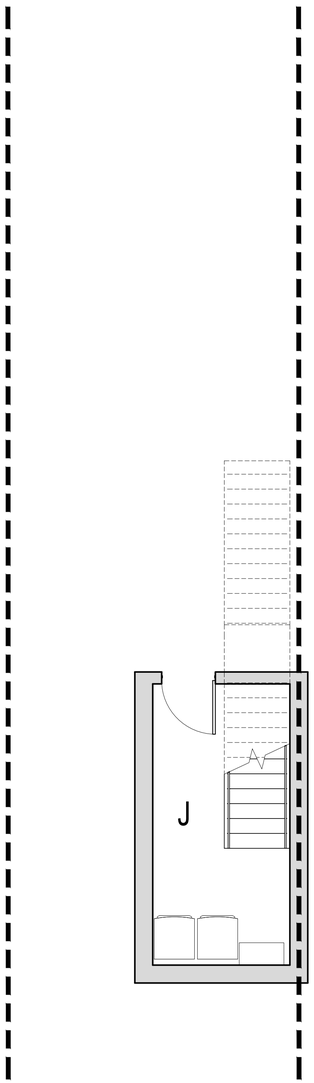
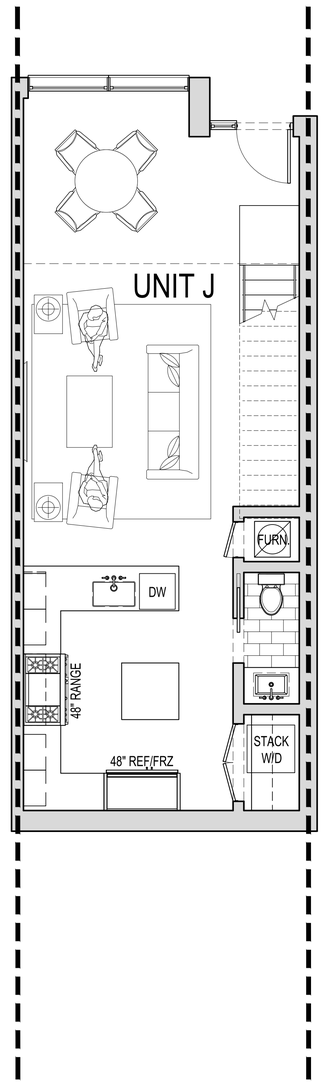
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.33

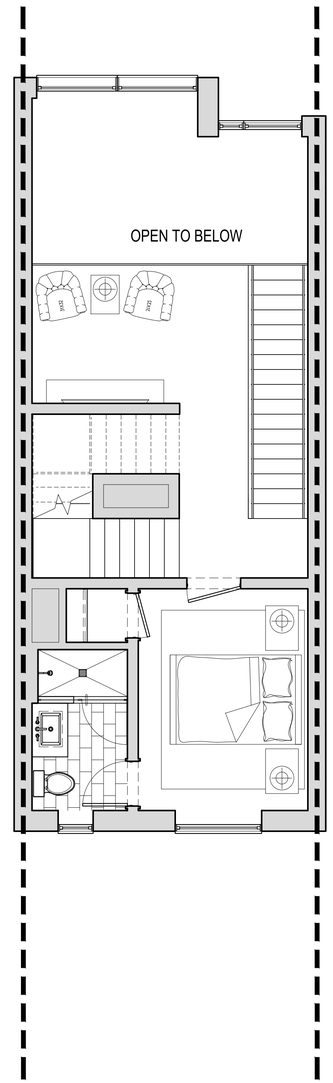
Drawing Name
UNIT PLANS - TYPE 'I'



1 BASEMENT PLAN
SCALE: 1/4"=1'-0"



2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



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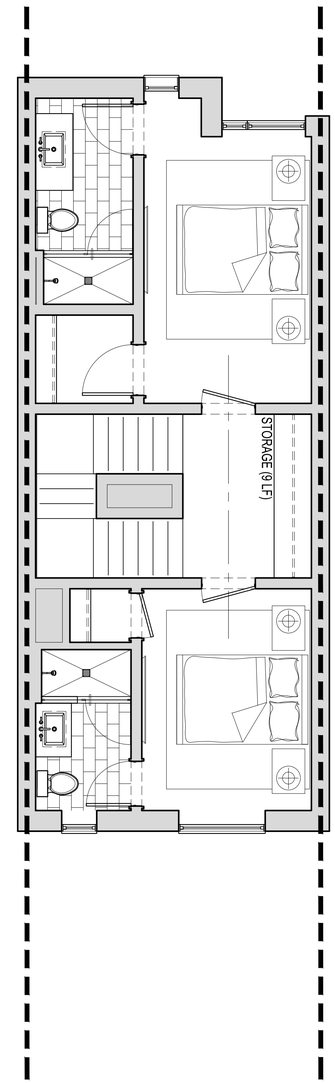
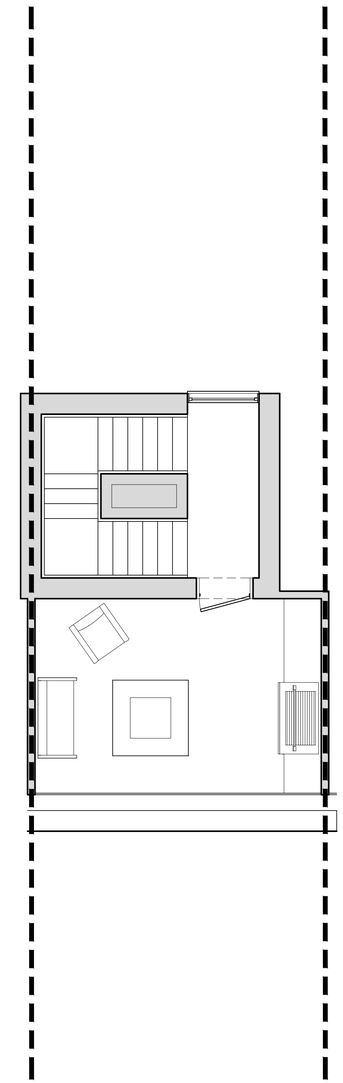
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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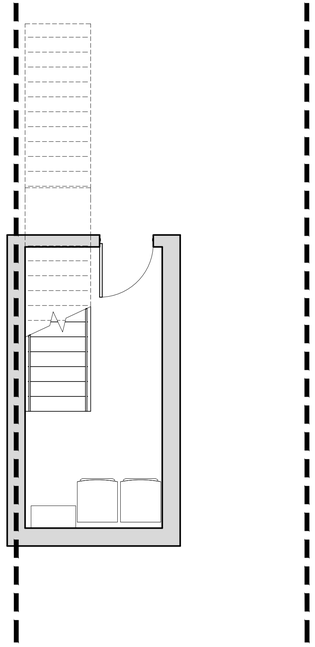
PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.34

Drawing Name
UNIT PLANS - TYPE 'J'



1 BASEMENT PLAN
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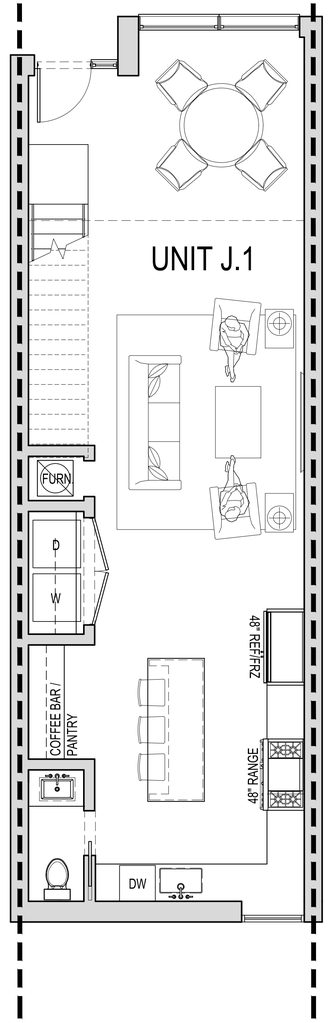
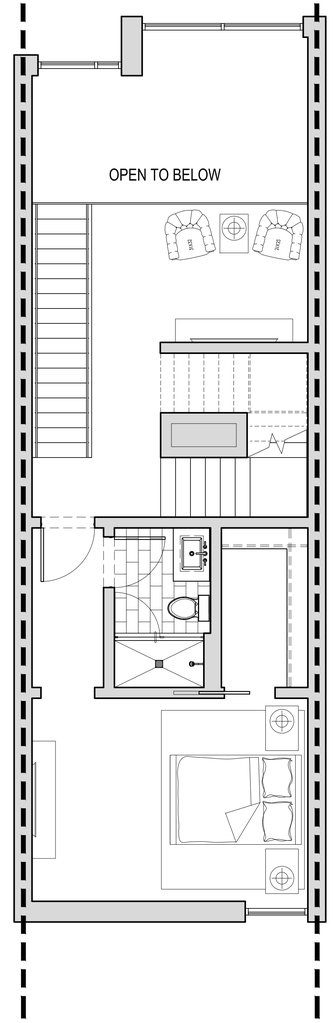
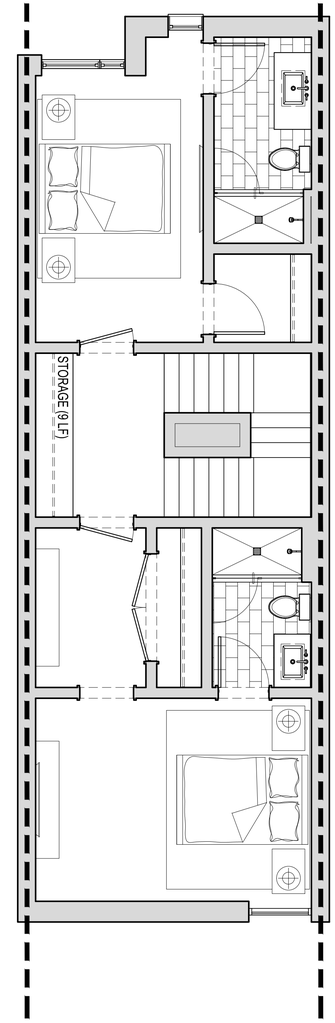


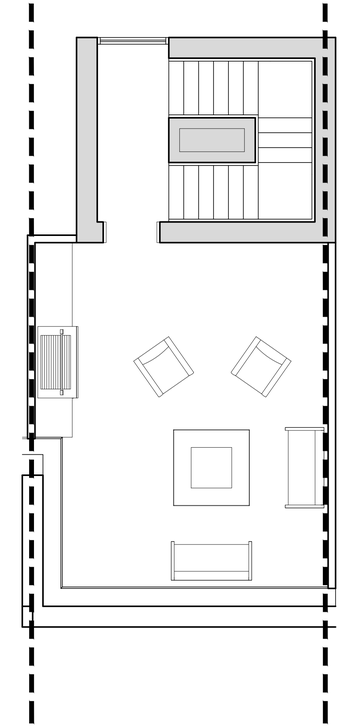
2 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



3 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



5 ROOF PLAN
SCALE: 1/4"=1'-0"

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165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

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KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.35

Drawing Name
UNIT PLANS - TYPE 'J.1'

EAST ELEVATION - GLENWOOD STREET

NORTH ELEVATION - GILL AVENUE

WEST ELEVATION - ALLEY

SOUTH ELEVATION

WEST ELEVATION - COURTYARD

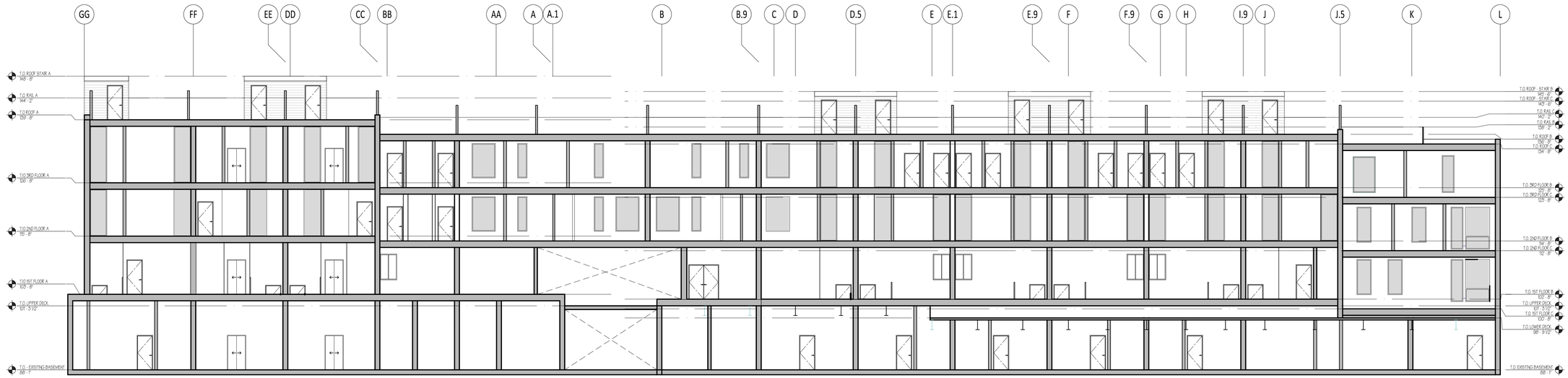
EAST ELEVATION - COURTYARD

INTERSECTION OF GLENWOOD STREET & GILL AVENUE

GILL AVENUE VIEW

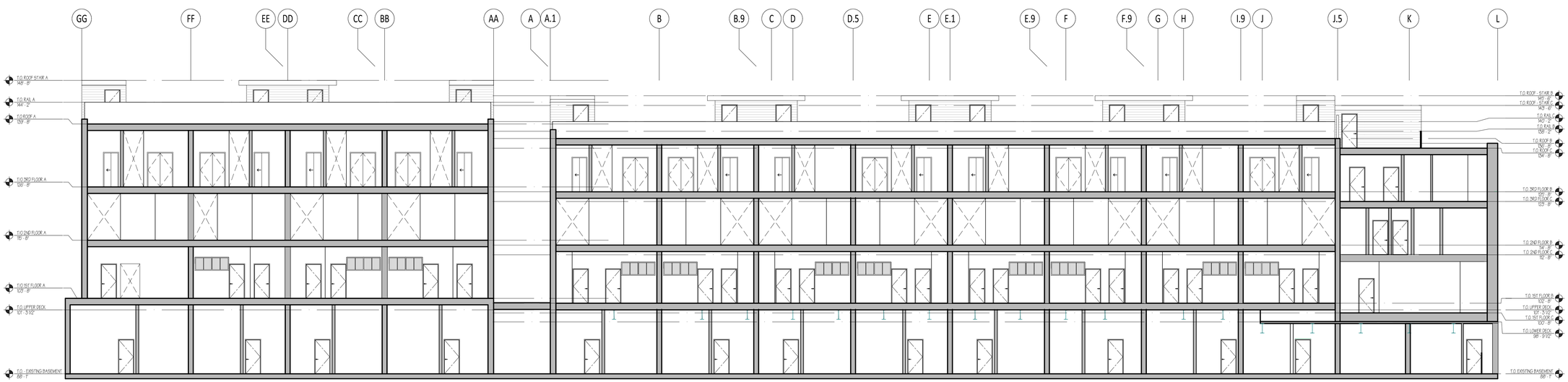
COURTYARD VIEW

ALLEY VIEW



2 NORTH/SOUTH BUILDING SECTION 2

SCALE: 3/32" = 1'-0"



1 NORTH/SOUTH BUILDING SECTION 1

SCALE: 3/32" = 1'-0"

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PROJECT

GLENWOOD GILL

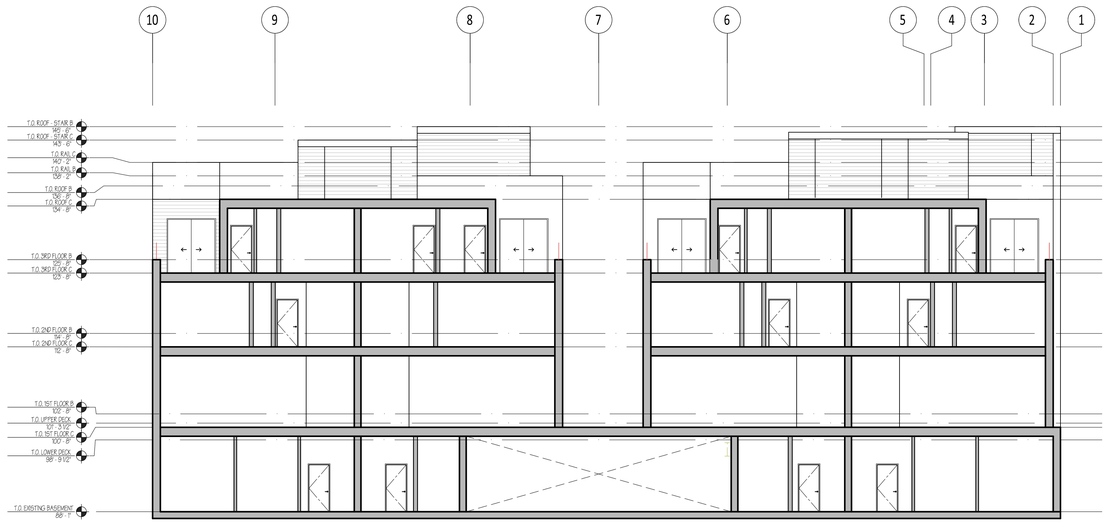
165 AND 185 GLENWOOD ST.

JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	3.0

Drawing Name

BUILDING SECTIONS



2 EAST/WEST BUILDING SECTION 1

SCALE: 3/32" = 1'-0"

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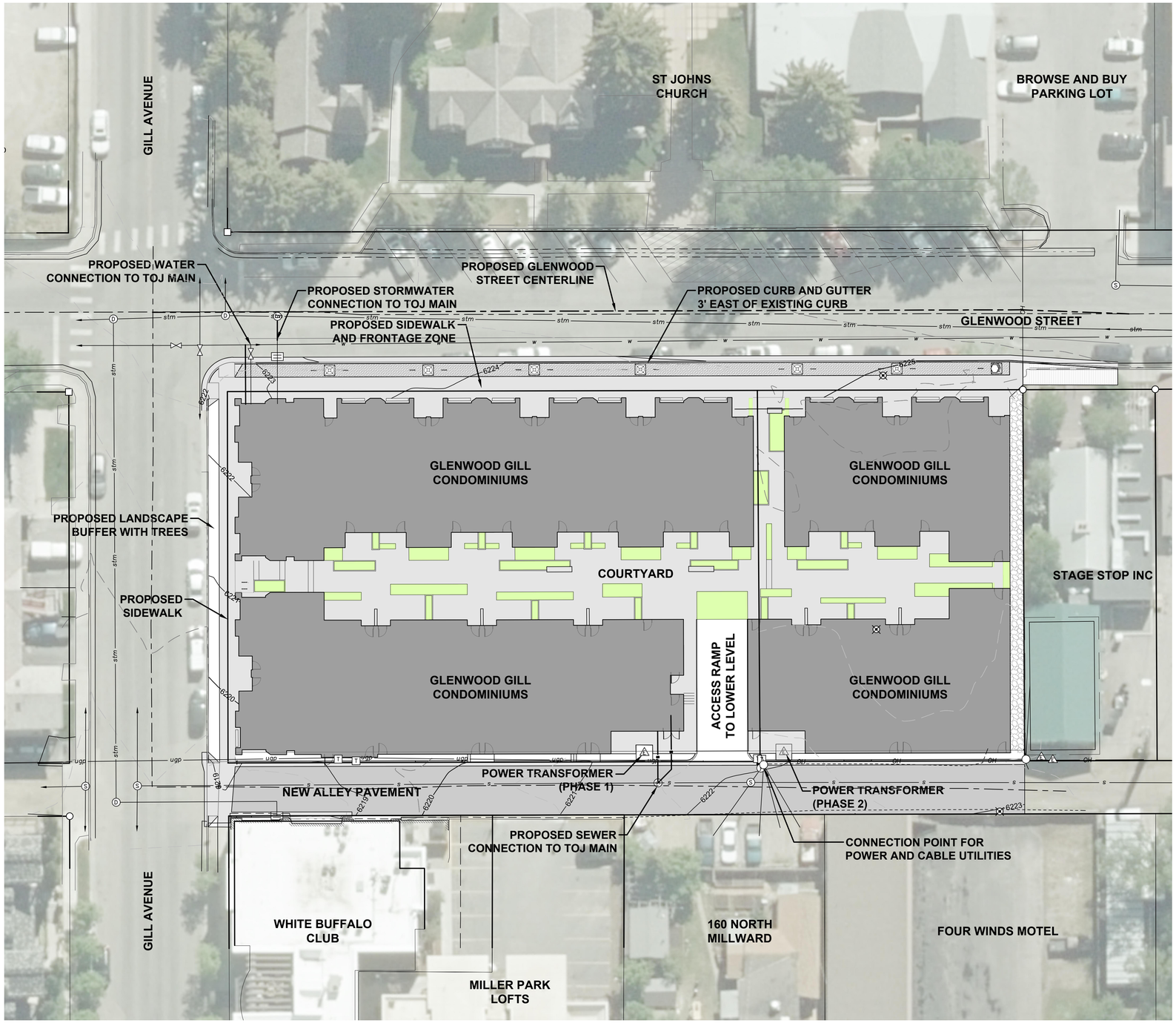
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	3.1

Drawing Name
BUILDING SECTIONS



GENERAL CONSTRUCTION NOTES

1. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND ARTICLE 4 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.
2. EXISTING BASE MAPPING WAS PREPARED BY ON SITE LAND SURVEYORS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY NPDES STORMWATER PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
4. CONTRACTOR SHALL CONSTRUCT EROSION CONTROL STRUCTURES PRIOR TO ANY EARTHWORK OR CONSTRUCTION. CONTROL STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED BY CONTRACTOR UNTIL VEGETATION IS REESTABLISHED IN DISTURBED AREAS.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
6. BURIED UTILITIES
   - 6.1. CONTRACTOR SHALL VERIFY LOCATION OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES.
   - 6.2. CONTRACTOR SHALL COORDINATE WITH THE PROJECT REPRESENTATIVE TO LOCATE AND AVOID DAMAGE TO ANY FUEL PUMPING FACILITIES, IRRIGATION FACILITIES, WATER UTILITIES, AND STATE MONITORING WELLS AND PIPING.
   - 6.3. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS.
   - 6.4. CONTRACTOR SHALL NOTIFY WYOMING ONE CALL, 1-800-348-1030, A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION FOR UTILITY LOCATES.
7. ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
8. CONTRACTOR TO CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.
9. CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
10. FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCKS NO LARGER THAN 6 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY THE ENGINEER.
11. CRUSHED GRAVEL BASE COURSE MATERIAL SHALL BE GRADING H. BASE COURSE SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (AASHTO T-180 - MODIFIED PROCTOR DENSITY).
12. DESTRUCTION AND DAMAGE TO TREES AND OTHER NATURAL VEGETATION SHALL BE MINIMIZED AND ALL DISTURBED SURFACES SHALL BE RESEEDED AS SOON AS PRACTICAL IN ACCORDANCE TO THE REVEGETATION SPECIFICATIONS.
13. STRIP AND SALVAGE TOPSOIL FROM ALL EXCAVATED AREAS.
14. WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE.
15. FUGITIVE DUST WILL BE CONTROLLED BY WATERING DURING DRY PERIODS OR AS REQUIRED BY ENGINEER.
16. ALL EXCAVATED MATERIALS SHALL BE STOCKPILED AND PROCESSED ON-SITE ONLY AT LOCATIONS AS DESIGNATED ON THE PLANS.
17. TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION.
18. CUT AND FILL SLOPES SHALL NOT EXCEED 2:1.

WATER AND SEWER UTILITY NOTES

1. WATER AND SEWER INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION RULES AND REGULATIONS AND THE TOWN OF JACKSON STANDARDS FOR CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY THE TOWN OF JACKSON PUBLIC WORKS DEPARTMENT AT PHONE NUMBER (307) 733-3079, PRIOR TO START OF CONSTRUCTION AND PRIOR TO EACH WATER AND SEWER TEST.
3. CONTRACTOR SHALL MAINTAIN WATER AND SEWER SLOPES CONSISTENT WITH THE PLANS. ABRUPT ELEVATION CHANGES ARE NOT PERMITTED AND MAY REQUIRE ADDITIONAL AIR RELEASE VALVES OR BLOW-OFFS AT THE CONTRACTORS EXPENSE.
4. TYPE A TRENCH BACKFILL SHALL APPLY TO ALL PAVED SURFACES AND AROUND ALL APPURTENANCES INCLUDING VALVES, FIRE HYDRANTS AND MANHOLES. TYPE B TRENCH BACKFILL SHALL APPLY TO NON-TRAVELED AREAS. SEE SPECIFICATION WPWSS 02225.
5. CONTINUOUS RIGID TYPE B PIPELINE INSULATION SHALL BE PROVIDED AS SHOWN ON THE TYPICAL TRENCH DETAIL, UNDER ALL TRAVELED AREAS AND AT ALL LOCATIONS WHERE DEPTH OF COVER IS LESS THAN 5 FEET FOR SEWER MAINS AND SERVICES; LESS THAN 7 FEET FOR SEWER FORCE MAINS, WATER MAINS AND SERVICES OR AS SHOWN ON THE PLANS.
6. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER PIPES AND SEWER PIPES/MANHOLES, MEASURED EDGE TO EDGE. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL SEPARATION AT WATER-SEWER PIPE CROSSINGS. WHERE SEWER PIPE CROSSES ABOVE WATER PIPE, SPECIAL CONSTRUCTION IS REQUIRED. SEE TYPICAL DETAILS.
7. WATER SERVICE LINES 4" AND LARGER SHALL BE DUCTILE IRON PIPE, OR APPROVED EQUAL. FITTINGS FOR WATER MAINS SHALL BE DUCTILE IRON, CONFORMING TO AWWA C110 OR C153. MINIMUM DEPTH OF BURY FOR ALL WATER LINES SHALL BE 7'.
8. SANITARY SEWER LINES AND FITTINGS SHALL BE SCHEDULE 40 PVC AND CONFORM TO ASTM D-3034, OR APPROVED EQUAL.

0 20 40 60
SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

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JORGENSEN

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■	10.25.2019	DEVELOPMENT PLAN REVIEW

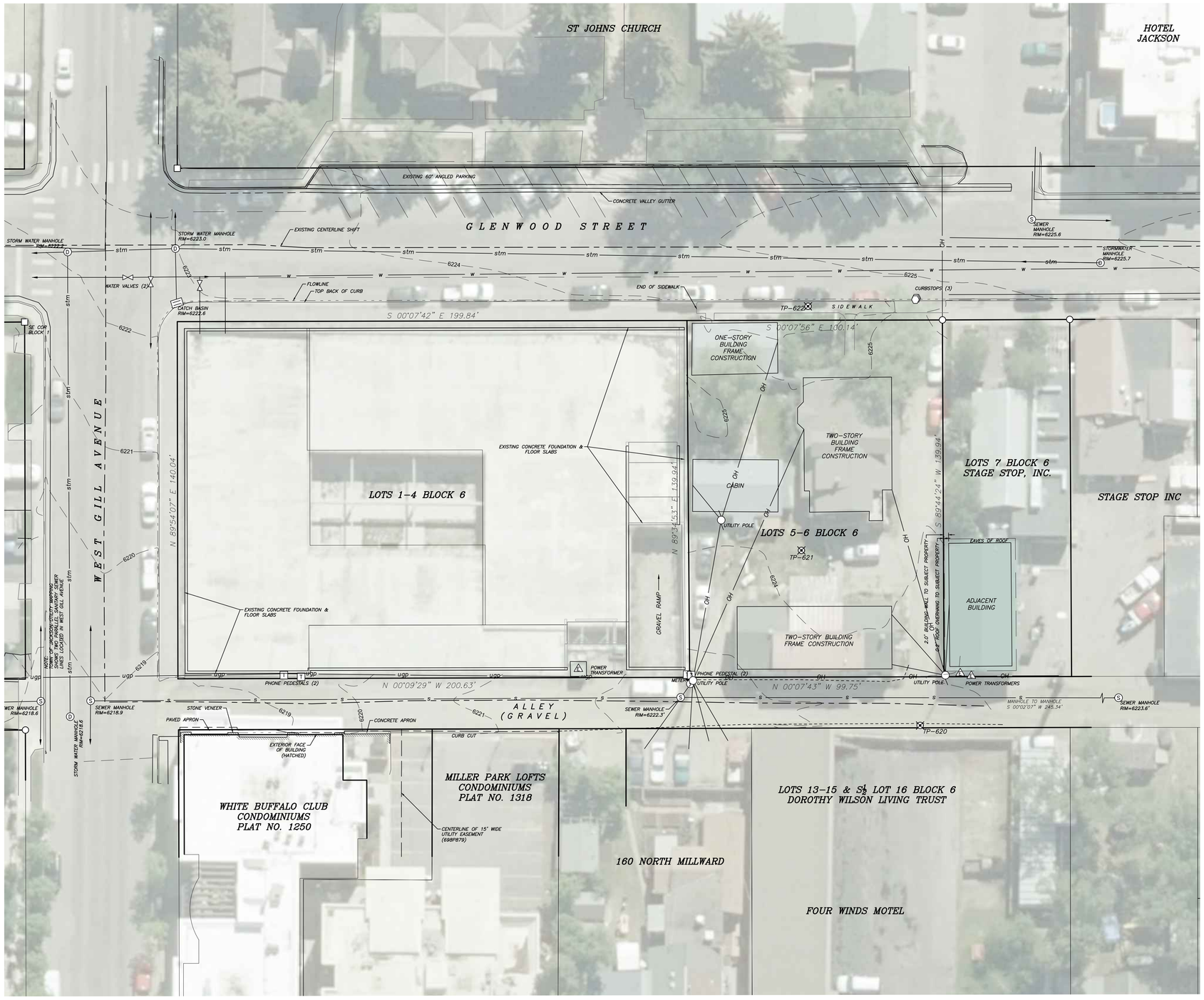
PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

18105	Project No.
JL	Drawn By
AJ	Checked By

Discipline Drawing No.
C 1.0

Drawing Name
SITE OVERVIEW



SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 28x36 PRINTS

LEGEND

- ☐ INDICATES A STEEL PIPE WITH A BRASS CAP INSCRIBED "PE&LS 578" FOUND THIS SURVEY
- ○ INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- ⊗ INDICATES A PK-BRAND NAIL SET THIS SURVEY FOR ORIENTATION AND MAPPING PURPOSES
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- EDGE OF CONCRETE
- TOP BACK OF CURB
- FLOWLINE
- OH — OVERHEAD LINE
- S — SANITARY SEWER LINE
- BUILDING – SIDING
- BUILDING – EAVES OF ROOF

SURVEY NOTES:

ORIGINAL AND SUPPLEMENTARY TOPOGRAPHIC MAPPING WAS CONDUCTED BY ON SIGHT LAND SURVEYORS, INC USING THE ON SITE LAND SURVEYORS, INC. TETON COUNTY CONTROL NETWORK 2001 COORDINATE SYSTEM AND NGVD29 DATUM

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JORGENSEN

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	ISSUED DATE	ISSUED FOR
■	10.25.2019	DEVELOPMENT PLAN REVIEW

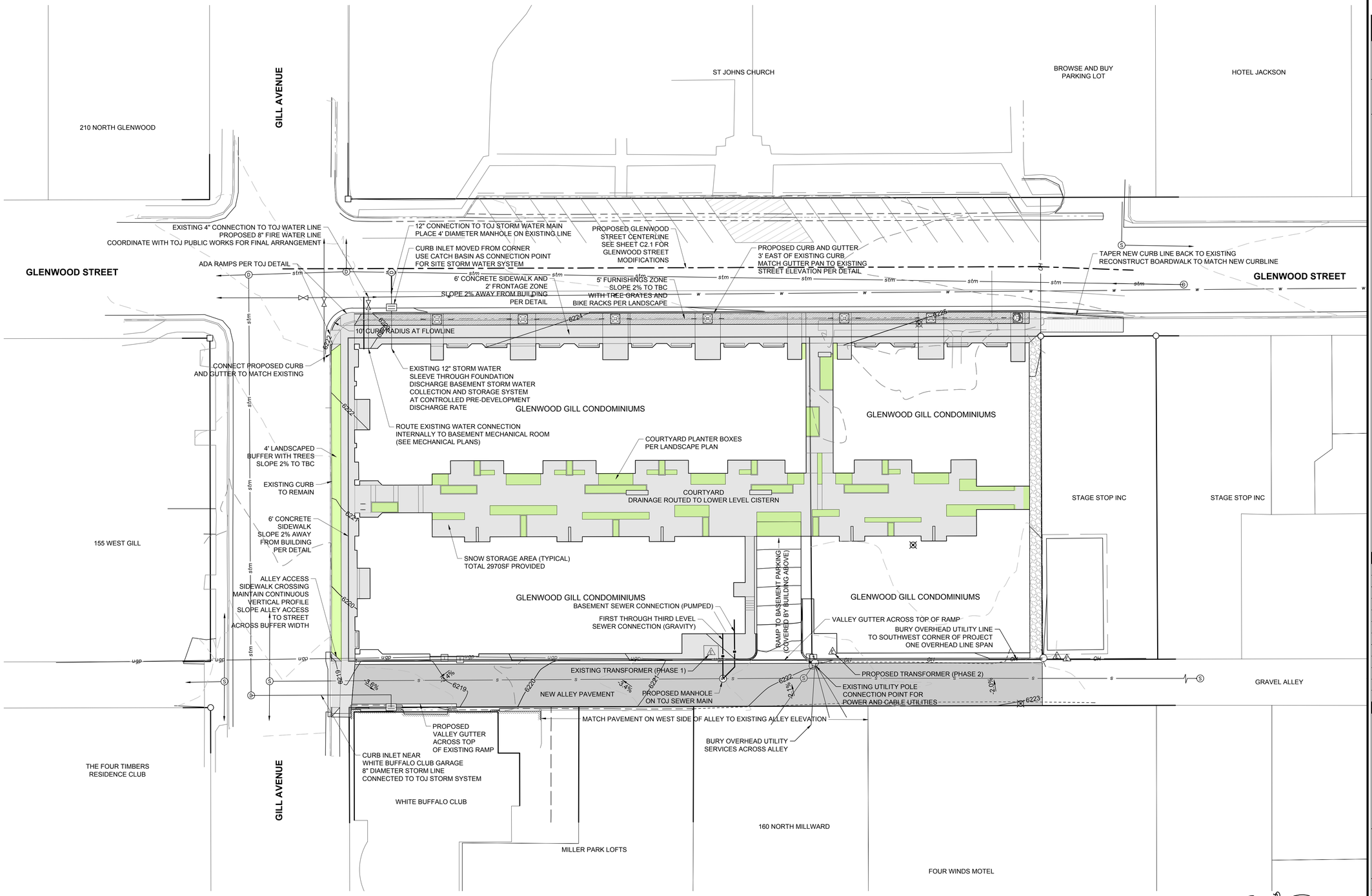
PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

18105	Project No.
JL	Drawn By
AJ	Checked By

Discipline — Drawing No.
C 1.1

Drawing Name
EXISTING CONDITIONS



– PRELIMINARY –
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AND APPROVAL

SCALE: 1 INCH = 20 FEET
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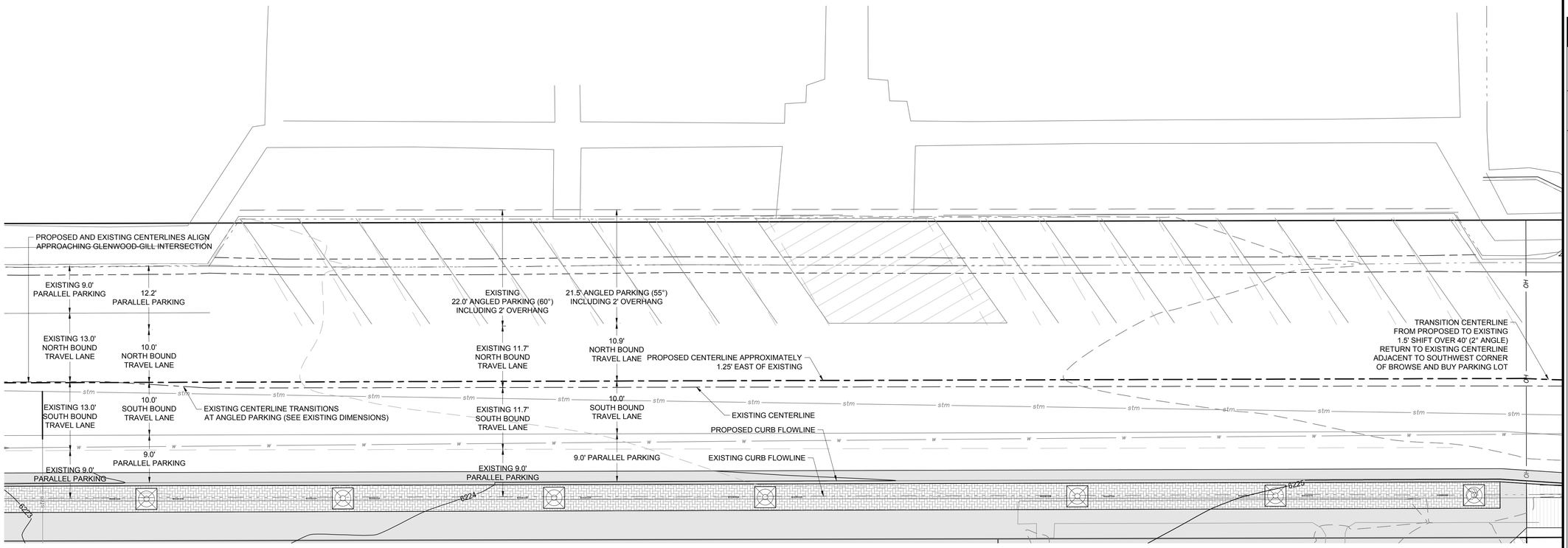
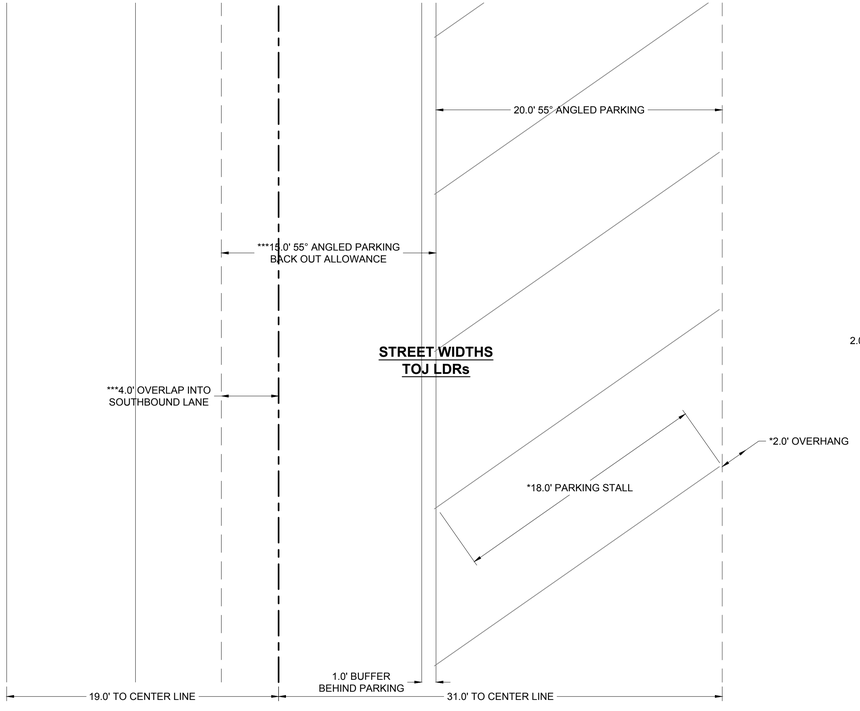
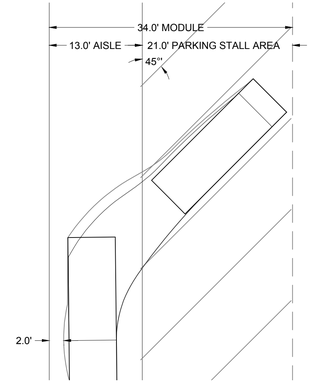
Discipline
Drawing No.
C 2.0

Drawing Name
SITE PLAN

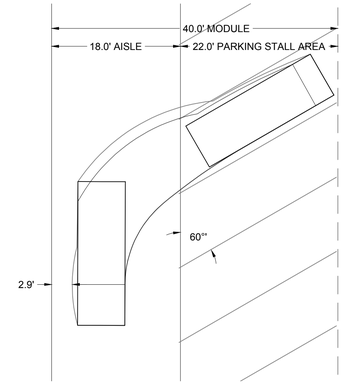




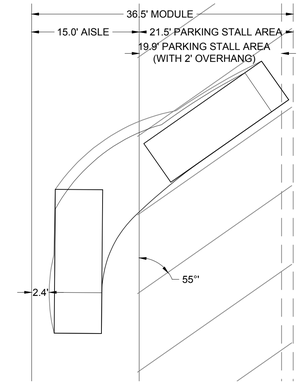
STREET WIDTHS



45° PARKING MODULE



60° PARKING MODULE



55° PARKING MODULE

DIMENSIONS FOR 55° PARKING MODULE ARE DERIVED FROM THE MINIMUM SPACE REQUIRED FOR A 20' DESIGN VEHICLE TO BACK OUT OF A 20' LONG, 55° ANGLED PARKING STALL WITH A 2'-3' MARGIN ON THE LEFT SIDE OF THE VEHICLE WHEN IT IS ALIGNED WITH THE ROAD.

DIMENSIONS OF 45° AND 60° MODULES ARE FROM TOWN OF JACKSON LDRs. AUTOTURN ANALYSIS USING SAME VEHICLE IS SHOWN FOR COMPARISON.

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0 10 20 30
SCALE: 1 INCH = 10 FEET
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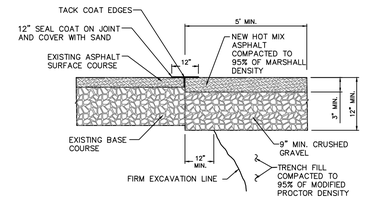
AJ	Checked By

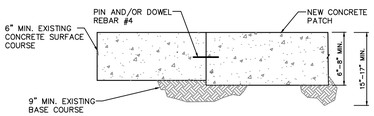
Discipline
Drawing No.
C 2.1

Drawing Name
GLENWOOD STREET IMPROVEMENTS



BITUMINOUS MATERIAL SHALL MEET THE APPLICABLE REQUIREMENTS OF SECTION 02545
BITUMINOUS MATERIALS OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS

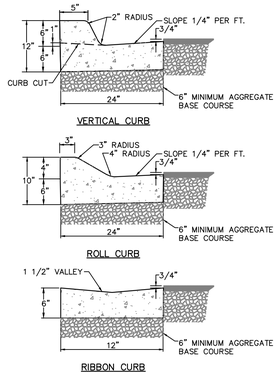
ASPHALT PATCH REPAIR DETAIL



CONCRETE PATCH REPAIR DETAIL

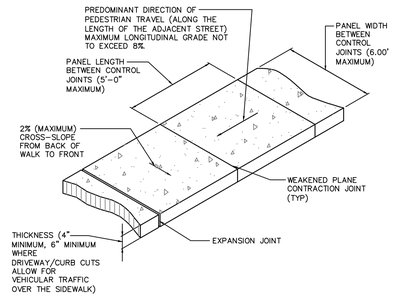
NOTES:
1. REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
2. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1½" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
3. PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776 AND 03304 AS DIRECTED BY TOWN PUBLIC WORKS DEPARTMENT.

1 / C3.1 PATCH REPAIR DETAIL
NTS



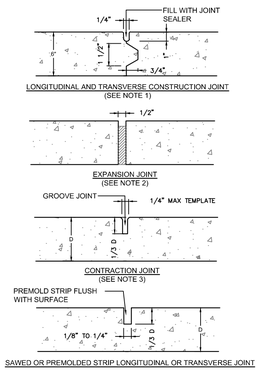
NOTES:
1. CURBS SHALL CONFORM TO WPWSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
4. VERTICAL CURB SHALL BE USED IN PREFERENCE TO ROLL CURB.

2 / C3.1 CURB SECTION DETAIL
NTS



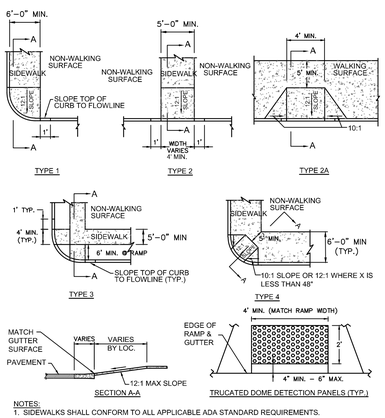
NOTES:
1. SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS SIDEWALKS SHALL CONFORM TO WPWSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
2. EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPWSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
3. FOR SIDEWALKS GREATER THAN SIX FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
4. REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
5. AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

3 / C3.1 CONCRETE SIDEWALK
NTS



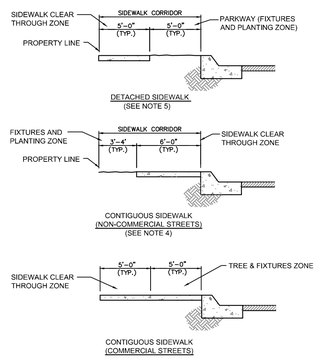
NOTE:
1. KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
2. ½" PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 300' ON LONG STRAIGHT CONCRETE STRETCHES.
3. FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MINIMUM DISTANCE BETWEEN JOINTS IS 5'.
4. JOINT LAYOUT FOR CONCRETE STREETS IS TO BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.

4 / C3.1 PAVING & CONCRETE JOINT
NTS



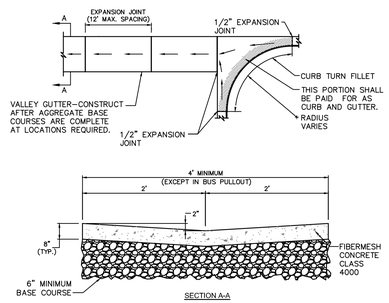
NOTES:
1. SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
2. LIP AT GUTTER TO BE NO MORE THAN ¼" HIGH.
3. CONCRETE TO BE A BROOM FINISH.
4. ALL PEDESTRIAN RAMPS SHALL INCLUDE PLACEMENT OF CAST IRON TRUNCATED DOME DETECTION PANELS IN A BRICK RED COLOR. (PANELS SHALL BE PROVIDED BY TOJ.)

5 / C3.1 PEDESTRIAN RAMP DETAILS
NTS



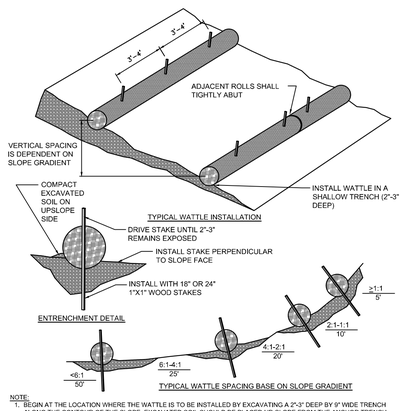
NOTES:
1. SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS
2. SIDEWALK CONSTRUCTION SHALL BE PER TOWN STANDARDS
3. WITHIN THE TOWN'S BOARDWALK DISTRICT, BOARDWALK (RATHER THAN SIDEWALK) SHALL BE INSTALLED.
4. MINIMUM CLEARANCE AROUND ALL OBSTRUCTIONS SHALL BE 5'-0".
5. ON NON-COMMERCIAL STREETS DETACHED SIDEWALK SHALL BE THE PREFERRED OPTION.
6. IN ORDER TO MAINTAIN THE CLEAR THROUGH ZONE, THE FIXTURES ZONE SHALL BE WHERE FIRE HYDRANTS, UTILITY POLES, GUY WIRES, PULL BOXES, NEWSPAPER BOXES, PHONE BOOTHS, AND OTHER SUCH OBSTRUCTIONS ARE LOCATED.

6 / C3.1 SIDEWALK CORRIDOR
NTS



NOTES:
1. VALLEY GUTTERS AND CURB TURN FILLETS SHALL CONFORM TO WPWSS SECTION 02528, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.08.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
3. REMOVAL AND REPLACEMENT OF VALLEY GUTTER SHALL TAKE PLACE IN FULL PANELS.
4. CURB AND GUTTER SECTION SHALL BE POURED SEPARATE OF VALLEY PAN AS WELL AS PEDESTRIAN RAMP AND/OR SIDEWALK.

7 / C3.1 VALLEY GUTTER & CURB TURN FILLET
NTS



NOTE:
1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 2"-3" DEEP BY 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY ABUT.
3. SECURE THE WATTLE WITH 18"-24" STAKES EVERY 3'-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2"-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
4. EROSION CONTROL PLAN AND LOCATION OF STRAW WATTLES SHALL BE APPROVED BY THE TOJ PUBLIC WORKS DEPARTMENT.

8 / C3.1 STRAW WATTLE DETAIL
NTS

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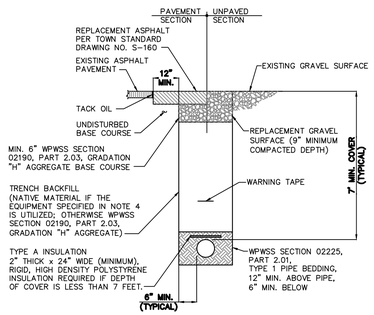
AJ	Checked By
Discipline	Drawing No.
	C 3.0

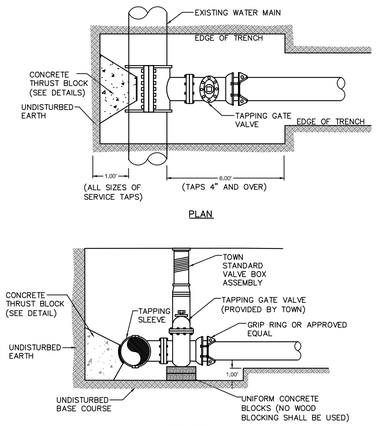
Drawing Name
PEDESTRIAN DETAILS



NOTES:

1. TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
   - 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS-OF-WAY.
   - 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS-OF-WAY.
2. COMPACTION OF TRENCH BACKFILL SHALL BE CARRIED OUT WITH A HOE-PACK OR A SHEEPSFOOT ROLLER ON A BACK-HOE ARM.
3. PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED TO PROVIDE UNIFORM PIPE SUPPORT.
4. ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WYOSHA) REGULATIONS.
5. FOR WATER MAINS 8" OR LARGER IN DIAMETER, PIPE MATERIAL SHALL BE DUCTILE IRON, CLASS 50, OR APPROVED SUBSTITUTE.
6. FOR WATER MAINS 6" OR SMALLER IN DIAMETER, PIPE MATERIAL SHALL BE DUCTILE IRON, CLASS 52, OR APPROVED SUBSTITUTE.

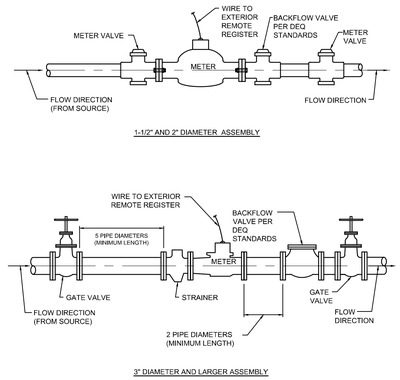
1 / C3.2 WATER & SEWER TRENCH
NTS



NOTES:

1. THE TOWN SHALL COMPLETE THE TAPPING OF THE MAIN. NO OTHER PERSONS SHALL COMPLETE TAP WITHOUT CONSENT OF TOWN. ALL OTHER WATER MAIN WORK SHALL BE THE RESPONSIBILITY OF THE OWNER.
2. TRENCH WILL BE EXCAVATED TO MEET ALL WYOSHA STANDARDS PRIOR TO TAPPING.

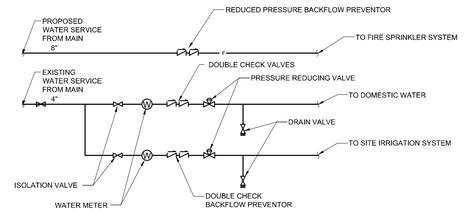
2 / C3.2 WATER MAIN TAPPING
NTS



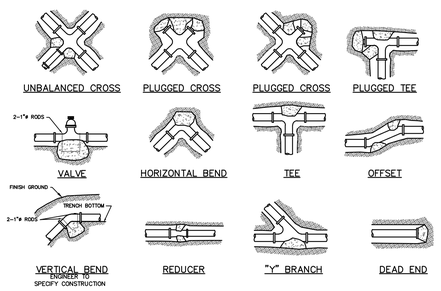
NOTES:

1. SERVICE PIPE MATERIAL SHALL MEET ADOPTED PLUMBING CODE REQUIREMENTS.
2. METER SHALL BE INSTALLED IN HORIZONTAL ALIGNMENT ONLY.
3. CONNECTIONS WITHIN THE ASSEMBLY SHALL BE THREADED OR BOLTED FLANGED, AS APPROPRIATE.

3 / C3.2 WATER METER INSTALLATION
NTS



4 / C3.2 WATER SERVICE FIRE ENTRY DETAIL
NTS

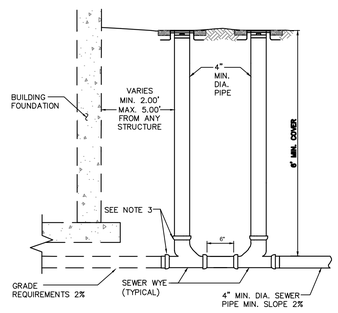


MINIMUM DIMENSIONS FOR THRUST BLOCKING												
FITTING SIZE	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS			
	A	B	A	B	A	B	A	B	A	B		
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"		
6"	2'-0"	1'-11"	2'-5"	2'-0"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"		
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"		
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"		
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"		
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"		
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"		
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"		
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"		

NOTES:

1. SIZE OF BLOCK SHALL BE A MINIMUM OF 6" THICK.
2. ALL BLOCKING SHALL BEAR AGAINST UNDISTURBED MATERIAL.
3. FITTINGS SHALL BE SEPARATED FROM THRUST BLOCK WITH AN APPROVED BOND BREAKER.
4. DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.

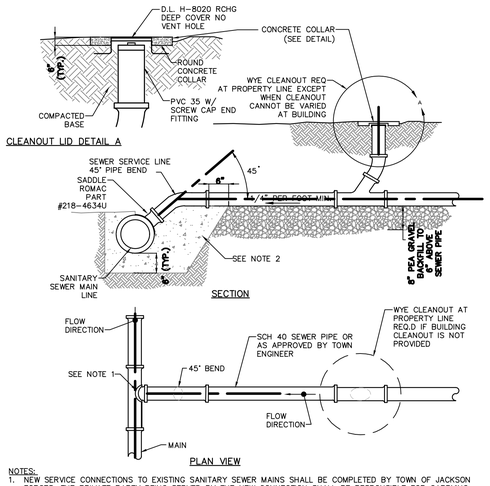
5 / C3.2 THRUST BLOCK DETAIL
NTS



NOTES:

1. INSPECTION: PRIOR TO BACKFILL, SECURE ACCEPTANCE BY THE TOWN PUBLIC WORKS DEPARTMENT FOR ALL PIPE, FITTINGS, COUPLINGS AND GRADE.
2. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER TOWN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND AS SHOWN WITHIN THE TRENCH DETAIL.
3. ALL PVC FITTINGS SHALL MEET ASTM D3034 SPECIFICATIONS, AND SHALL ALSO MEET ASTM D312 SPECIFICATIONS FOR RUBBER GASKETED BELL AND SPIGOT TYPE WITH INTEGRAL BELL.

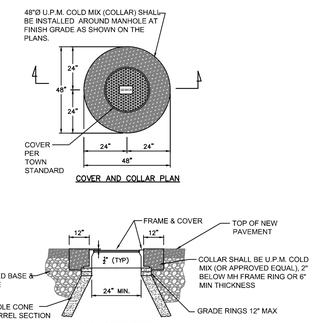
6 / C3.2 SEWER CLEANOUT DETAIL
NTS



NOTES:

1. NEW SERVICE CONNECTIONS TO EXISTING SANITARY SEWER MAINS SHALL BE COMPLETED BY TOWN OF JACKSON FORCES. THE PRIVATE PARTY BEING SERVED BY THE NEW CONNECTION SHALL BE RESPONSIBLE FOR CARRYING OUT BACKFILL OPERATIONS.
2. BACKFILL OPERATIONS AT NEW SERVICES CONNECTED TO EXISTING SANITARY SEWER MAINS SHALL UTILIZE CEMENT TREATED FILL ("FLOWABLE FILL") CONFORMING TO WPWSS SECTION 02225, PART 2.01B AT THE POINT OF CONNECTION.

7 / C3.2 SERVICE CONNECTION TO EXISTING SEWER MAIN DETAIL
NTS



NOTES:

1. ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.
2. IF MANHOLE IS WITHIN UNPAVED AREA USE TAPERED COLLAR. SEE TOWN SANIATRY SEWER DETAIL SS-110.

8 / C3.2 MANHOLE ADJUSTMENT DETAIL
NTS

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JORGENSEN

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	ISSUED DATE	ISSUED FOR
■	10.25.2019	DEVELOPMENT PLAN REVIEW

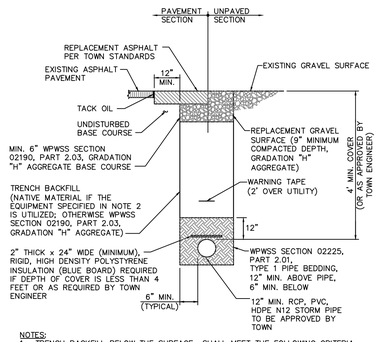
PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

18105	Project No.
JL	Drawn By
AJ	Checked By

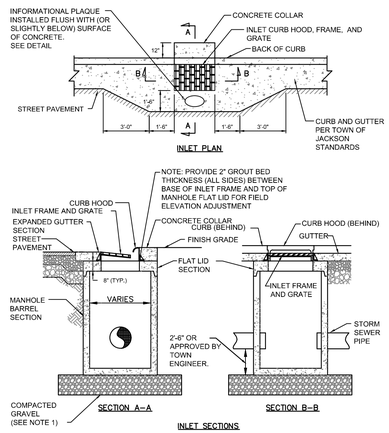
Discipline Drawing No.
C 3.1

Drawing Name
WATER & SEWER DETAILS



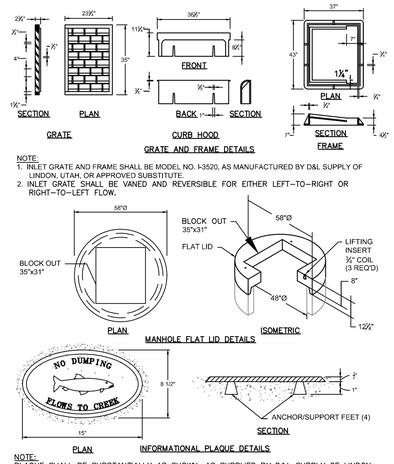
NOTES:
1. TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
   – 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS–OF–WAY.
   – 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS–OF–WAY.
2. COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE–PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY TOWN ENGINEER PRIOR TO BACKFILLING).
3. PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
4. UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
5. ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WOSHA) REGULATIONS.

1 / C3.3 STORM SEWER TRENCH
NTS



NOTES:
1. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

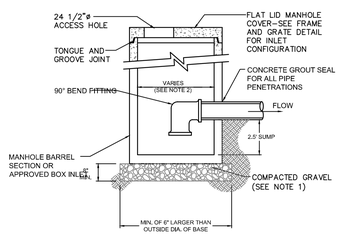
2 / C3.3 CURB INLET DETAIL
NTS 1 OF 2



NOTE:
1. INLET GRATE AND FRAME SHALL BE MODEL NO. I-3520, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, OR APPROVED SUBSTITUTE.
2. INLET GRATE SHALL BE VANED AND REVERSIBLE FOR EITHER LEFT–TO–RIGHT OR RIGHT–TO–LEFT FLOW.

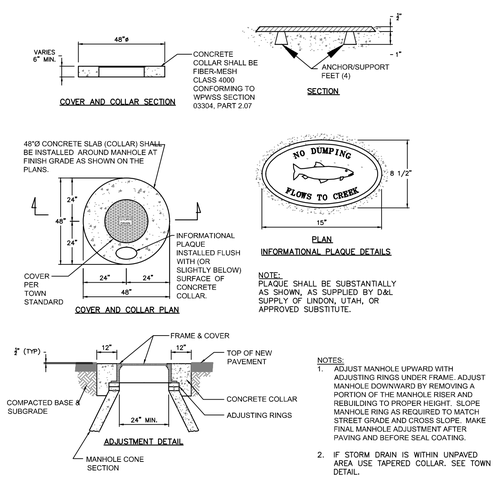
NOTE:
PLAQUE SHALL BE SUBSTANTIALLY AS SHOWN, AS SUPPLIED BY D&L SUPPLY OF LINDON, UTAH, OR APPROVED SUBSTITUTE.

3 / C3.3 CURB INLET DETAIL
NTS 2 OF 2



NOTES:
1. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
2. ALL DIMENSIONS TO BE APPROVED BY THE TOWN PUBLIC WORKS DEPARTMENT.
3. MANHOLE COVER SHALL BE DESIGNED FOR H20S LOADING.
4. SEE DETAIL FOR CAST IRON FRAME AND COVER.
5. SEE ADJUSTMENT AND COLLAR DETAIL.

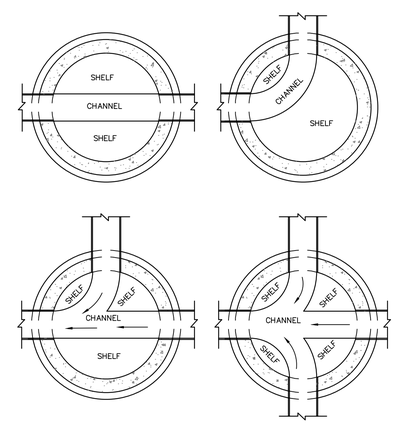
4 / C3.3 CATCH BASIN INLET DETAIL
NTS



NOTE:
PLAQUE SHALL BE SUBSTANTIALLY AS SHOWN, AS SUPPLIED BY D&L SUPPLY OF LINDON, UTAH, OR APPROVED SUBSTITUTE.

NOTES:
1. ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.
2. IF STORM DRAIN IS WITHIN UNPAVED AREA USE TAPERED COLLAR. SEE TOWN DETAIL.

5 / C3.3 STORM DRAIN MANHOLE COLLAR AND PLAQUE DETAILS
NTS



NOTES:
1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
2. SEE PLAN–PROFILE SHEETS FOR SLOPE OF CHANNEL.

6 / C3.3 MANHOLE CHANNEL DETAILS
NTS

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	ISSUED DATE	ISSUED FOR
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PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

18105	Project No.
JL	Drawn By
AJ	Checked By

Discipline Drawing No.
C 3.2

Drawing Name
STORMWATER DETAILS

GLENWOOD GILL CONDOMINIUMS

165 AND 185 GLENWOOD STREET
JACKSON, WYOMING 83001

LEGEND

- (A) Parallel Parking
- (B) Pavers with Trees in Grates (Per TOJ Std.)
- (C) Pedestrian Sidewalk
- (D) Bike Racks
- (E) Courtyard Circulation
- (F) Private Courtyard
- (G) Raised Planter w/ Trees
- (H) Raised Planters w/ Ornamental Grasses/ Perennials
- (I) Trash
- (J) Entrance to Units from Gill and Glenwood
- (K) Access to Underground Parking Garage
- (L) Existing Diagonal Parking
- (M) Benches
- (N) Trees in Lawn
- (O) Cobble
- (P) Asphalt Paving

HERSHBERGER DESIGN
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Issue Date:

- 10.31.2019 FDP SUBMISSION
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Drawing Title:

SITE RENDERING

Drawing Number:

L0.1

Scale:

0 8 16 32 48 64 80
1"=16'

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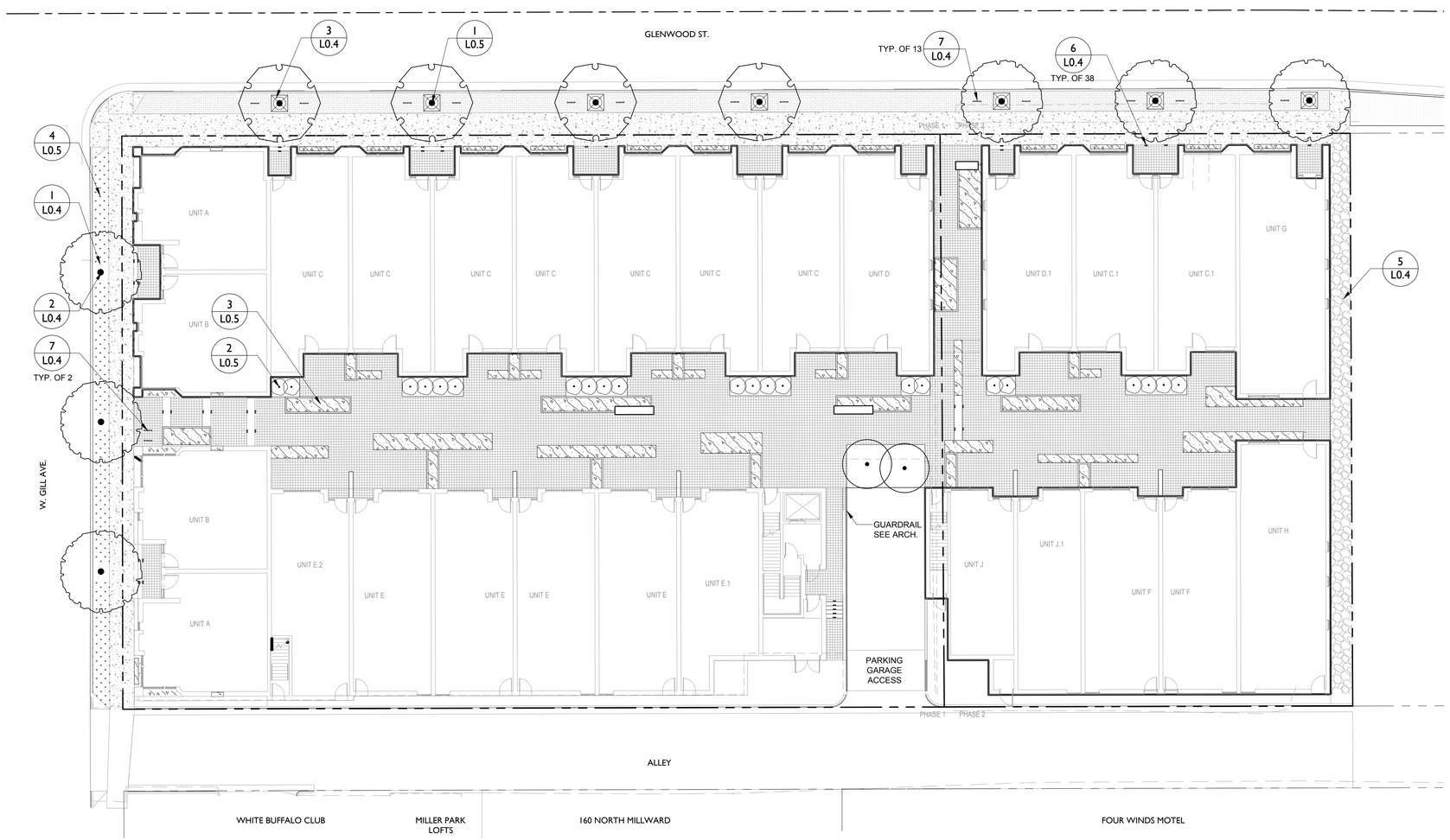

DETAIL REPORT

NUMBER	TITLE
1/L0.4	STEEL EDGER
2/L0.4	TREE PLANTER DIMENSIONS
3/L0.4	TREE WELL WITH GRATE
4/L0.4	ROOT BARRIER
5/L0.4	COBBLE MULCH
6/L0.4	STEP LIGHT
7/L0.4	BIKE RACK
1/L0.5	DECIDUOUS TREE PLANTING
2/L0.5	SHRUB PLANTING
3/L0.5	ORNAMENTAL GRASS PLANTING
4/L0.5	GRASS SOD

GLENWOOD GILL CONDOMINIUMS

165 AND 185 GLENWOOD STREET
JACKSON, WYOMING 83001

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- ROAD CENTERLINE
- PROPOSED CURB
- CONCRETE SIDEWALK
- COURTYARD PAVEMENT
- PAVERS
- RAISED PLANTER (METAL OR CONCRETE)
- TREE GRATE (PER TOJ STANDARD)
- BIKE RACK (INVERTED 'U' STYLE)

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	SIZE	QTY
	Fraxinus pennsylvanica `Patmore` `Patmore` Ash	3" Cal.	B&B	4
	Populus tremuloides Quaking Aspen	3" Cal.	B&B	2
	Ulmus americana 'New Horizon' New Horizon American Elm	3" Cal.	B&B	6

SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE	QTY
	Spiraea betulifolia 'Tor Gold' / Glow Girl Birchleaf Spirea	5 Gal.		22

GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	Ornamental Grasses - Species TBD	1 Gal.	24" O.C.	400

GENERAL NOTES

ZONING DISTRICT: DC (DOWNTOWN CORE)
Plant Unit Requirement: N/A per 2.2 & 2.2.2
Landscape Surface Requirement: N/A
Pedestrian Frontage Proposed:
Glenwood Street: *Trees in Grates*
Gill Avenue: *Trees in Lawn*

BICYCLE PARKING PROPOSED: 30
VEHICLE PARKING PROPOSED: SEE CIVIL/ARCH
TRASH: SEE ARCH.

PLANTING & IRRIGATION NOTES

1. Refer to Civil Engineer's utility and grading plans. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.
2. Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.
3. Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
4. Obtain approval of finish grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be $1\frac{1}{2}$" below adjacent edging or paving. Confirm mulch depth and whether lawns are to be seed or sod.
5. Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
6. Contractor to verify suitability of native or imported topsoil. Suitable topsoil shall be free of roots, plants, sod, stones greater than $\frac{1}{2}$" in any dimension, clay lumps, and other extraneous materials detrimental to plant growth.
7. For areas to receive sod or seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
8. Compost shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.0; moisture content 35 to 55 percent by weight, with organic matter content 50 to 60 percent of dry weight with 16-16-8 nutrient composition. If compost is not 16-16-8 composition, add commercial fertilizer in necessary quantities to meet 16-16-8 nutrient composition. Source: Glacier Gold Compost or approved equal.
9. Contractor to supplement existing native surface topsoil as necessary. Obtain supplemental topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Do not obtain from agricultural lands, bogs, or marshes.
10. Compost mulch shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5-8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not to exceed 0.5 percent inert contaminants and free of substances toxic to planting, organic matter content 50 to 60 percent of dry weight. Source: Glacier Gold Compost or approved equal.
11. The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Landscape Architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site.
12. Carefully align and space plant materials as indicated in these notes, drawings, and details. The final location of plant materials is to be approved by the Landscape Architect on site prior to installation. The Contractor is responsible for staking or marking the location of all plant materials on site for review by the Landscape Architect. The Landscape Architect reserves the right to adjust the exact locations of plants on site.
13. All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
14. No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
15. For ball & burlap trees, remove burlap from top $\frac{1}{3}$ of rootball and entire wire basket as tree pits are backfilled.
16. All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.
17. During construction and prior to final acceptance, Contractor shall observe the project site for the growth of noxious weeds. Contractor shall report the growth of noxious weeds to the Teton County Weed and Pest District Office. Contractor and Owner shall implement a weed control program to control noxious weeds.

LANDSCAPE PLANT COST ESTIMATE

All landscaping will comply with Div. 5.5 of Town of Jackson LDR's. The landscape bond amount is based off of the following cost estimate:

PLANTS	SIZE	UNIT COST	QTY	TOTAL
Patmore Ash	3" Cal	$400	4	$1,600.00
Quaking Aspen	3" Cal	$400	2	$800.00
New Horizon Elm	3" Cal	$400	6	$2,400.00
Glow Girl Birchleaf Spirea	5 Gal	$55	22	$1,210.00
Ornamental Grasses	1 Gal	$12	400	$4,800.00
		TOTAL LANDSCAPE COST ESTIMATE		$10,810

IRRIGATION	
Estimated Cost to Irrigate	$5,000
TOTAL COST OF PLANTS + IRRIGATION	$15,810
TOTAL COST x 125% FOR BOND AMOUNT	**$19,762.50**

SITE LIGHTING SCHEDULE

SYMBOL	MODEL	QTY	LIGHT COLOR
	BEGA LED RECESSED WALL LUMINAIRES SHIELDED W/ LOUVERS MODEL 22 196 K27 (COLOR/FINISH TBD)	38	2700k

NOTES:
1. Light symbols are not to scale.
2. See Architecture and Electrical drawings for all circuitry/control/conduit, etc. and ALL exterior lighting associated with the building.

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LICENSED LANDSCAPE ARCHITECT
JOHNNY HERSHBERGER
LA-00330
STATE OF WYOMING

Drawing Title:
PLANTING & EXTERIOR SITE LIGHTING PLAN

Drawing Number:
L0.2

Scale:
0 8 16 32 48 64 80
1"=16'

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GLENWOOD GILL CONDOMINIUMS

165 AND 185 GLENWOOD STREET
JACKSON, WYOMING 83001

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- ROAD CENTERLINE
- PROPOSED CURB
- CONCRETE SIDEWALK
- COURTYARD PAVEMENT
- PAVERS
- RAISED PLANTER (METAL OR CONCRETE)
- TREE GRATE (PER TOJ STANDARD)
- BIKE RACK (INVERTED 'U' STYLE)

IRRIGATION NOTES

1. All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller. All trees, shrubs, and perennials shall be drip irrigated and all turf areas shall be irrigated with a spray system. Irrigation system shall be design-build by Contractor based on the specifications identified on this irrigation intent plan. Contractor shall provide an irrigation shop-drawing for review by Landscape Architect before proceeding. Contractor shall demonstrate full system coverage prior to acceptance and before plant material installation. Contractor shall provide a reproducible as-built drawing of installed irrigation system at conclusion of project.
2. The irrigation system shall be operational prior to plant installation or temporary irrigation measures shall be provided in the interim. The method of temporary irrigation shall be approved by the Landscape Architect prior to plant material installation.
3. All irrigation within Right of Way to be installed per Teton County/Jackson Parks & Recreation specifications.
4. Irrigation Main Line shall be HDPE DR-11, size TBD by contractor based on required GPM and pressure.
5. Irrigation controller shall be located in the mechanical room of the building. Exact location to be determined in coordination with architect, mechanical engineer and landscape architect.
6. Point of irrigation connection and backflow preventer location to be determined in coordination with architect, mechanical engineer and landscape architect. Backflow Preventer specification TBD by landscape contractor and plumber and shall be installed by a licensed plumber and meet Teton County / Jackson Parks & Recreation specifications. If backflow preventer is located in an exterior location, an appropriate enclosure (Hot-Box or similar) shall be provided.
7. Irrigation sleeving shall be PVC Class 160 pipe.
8. Irrigation lateral lines shall be #100 NSF.
9. Irrigation spray heads within the lawn area along Gill Avenue shall be Rainbird #1804 Pop-Up Spray Heads.
10. Qty (2) Netafim drip rings shall be installed at each tree location shown on the plans.
11. Irrigation valves shall be Rain Bird EFB-CO Series valves for all spray zones and Rain Bird XCZ-100-PRF for all drip zones. Utilize a two-wire decoder system for all irrigation valves. All Irrigation valves for irrigation associated with the streetscapes along Glenwood and Gill (including drip and spray zones) shall be installed in the grass area along Gill Avenue. Coordinate exact locations with Landscape Architect prior to installation.
12. Install a manual drain valve at the termination of the mainline at all dead ends. Manual drain valve shall be set in a 10" round valve box and shall allow a $\frac{3}{4}$" globe valve to be opened to allow the water in the pressurized mainline to be blown out (after water supply is shut off) through the manual drain valve. Following the main line being blown out, each lateral and drip zone can then be winterized.

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Issue Date:

· 10.31.2019 FDP SUBMISSION

Drawing Title:

IRRIGATION PLAN

Drawing Number:

L0.3

Scale:

0 8 16 32 48 64 80
1"=16'

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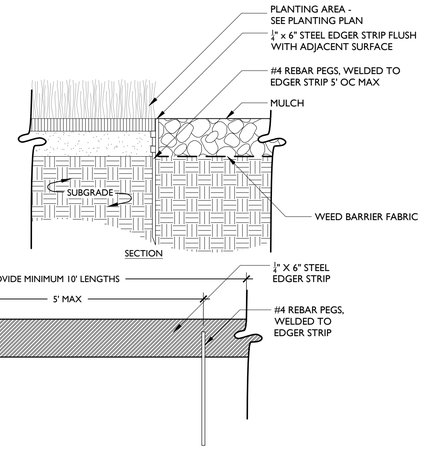
GLENWOOD GILL CONDOMINIUMS

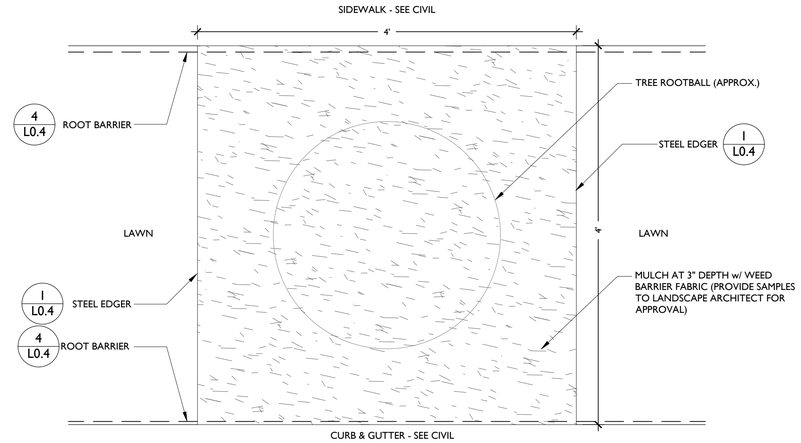
165 AND 185 GLENWOOD STREET
JACKSON, WYOMING 83001

NOTES:
1. CUT EDGER TO FIT WHERE SHORTER LENGTHS ARE REQUIRED
2. SPOT WELD CORNERS
3. PROVIDE ADDITIONAL PEGS AS REQUIRED TO ENSURE STRAIGHT RUNS
4. FIELD WELDS SHALL NOT CAUSE BOWING/DEFLECTION OF THE MATERIAL



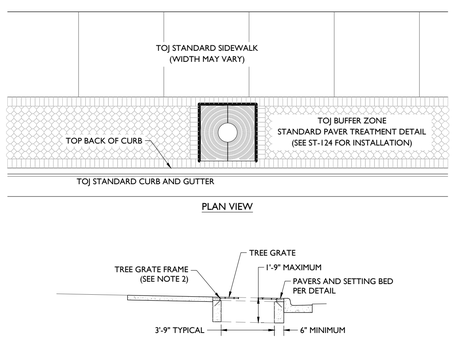
1 STEEL EDGER

1" = 1'-0"



2 TREE PLANTER DIMENSIONS

1" = 1'-0"



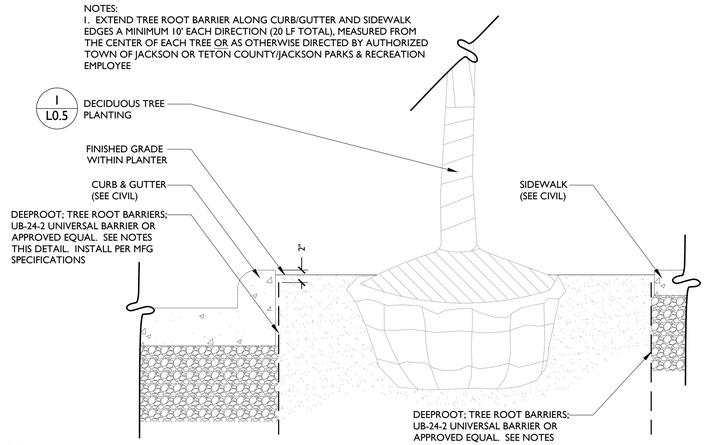
NOTE

1. TREE GRATE SHALL BE 4' SQUARE FAN, MADE OF GREY IRON WITH A RAW NATURAL FINISH, MANUFACTURED BY URBAN ACCESSORIES, OR APPROVED EQUAL. SEE MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.
2. TREE GRATE FRAME SHALL BE 4' SQUARE TYPE "P", PEDESTRIAN DUTY, MANUFACTURED BY URBAN ACCESSORIES, OR APPROVED EQUAL. SEE MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.
3. CONCRETE TREE WELL AND TREE FRAME GRATE SHALL BE SQUARE AND CENTERED WITHIN THE 5' BUFFER ZONE. FORMS FOR THE TREE WELL SHALL BE SET AFTER COMPLETION OF THE CURB AND GUTTER AND SIDEWALK.

3 TREE WELL WITH GRATE

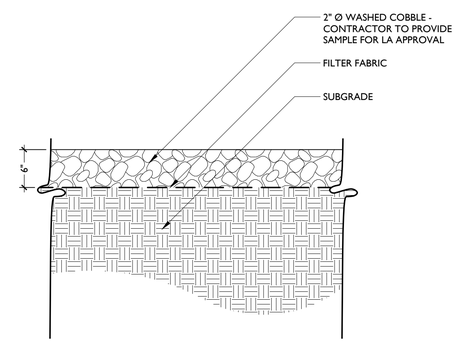
NOT TO SCALE

NOTES:
1. EXTEND TREE ROOT BARRIER ALONG CURB/GUTTER AND SIDEWALK EDGES A MINIMUM 10' EACH DIRECTION (20 LF TOTAL), MEASURED FROM THE CENTER OF EACH TREE OR AS OTHERWISE DIRECTED BY AUTHORIZED TOWN OF JACKSON OR TETON COUNTY/JACKSON PARKS & RECREATION EMPLOYEE



4 ROOT BARRIER

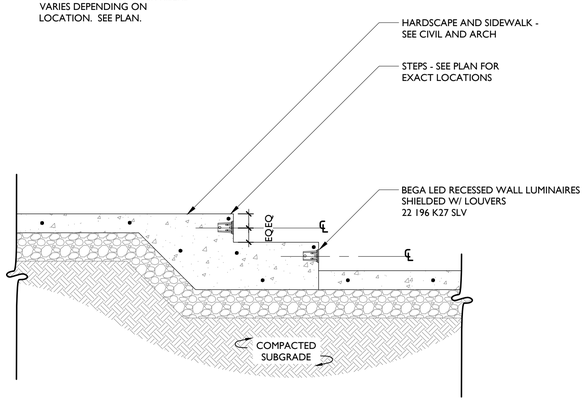
1" = 1'-0"



5 COBBLE MULCH

1" = 1'-0"

NOTE: NUMBER OF STAIR RISERS VARIES DEPENDING ON LOCATION. SEE PLAN.



6 STEP LIGHT

3/4" = 1'-0"

Recessed wall luminaire

Housing: Constructed of die cast and extruded aluminum with integral wiring compartment. Mounting tabs provided. Die castings are matte grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy.

Enclosure: One piece die cast aluminum faceplate, 1/8" thick. Clear tempered glass with translucent white ceramic coating. Faceplate is secured by two (2) socket head, stainless steel, captive screws threaded into stainless steel inserts in the housing casting. Continuous high temperature O-ring gasket for weather tight operation.

Electrical: 6.7 W LED luminaire, 6.5 total system watts, -30° C start temperature. Integral 120 V through 277 V electronic LED driver, 0-10V, TRIAC and ELV dimmable. The LED and driver are mounted on a removable plate for easy replacement. Standard LED color temperature is 3000K (available in 4000K; add suffix K4). Through Wiring: Maximum four (4) No. 12 AWG conductors rated 90°C available for 75°C. Provided with 1/2" NPT threaded conduit entries.

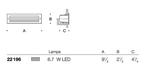
Note: Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Finish: All BEGA standard finishes are polyester powder coat with minimum 3 mil thickness. These luminaires are available in four standard BEGA colors: Black (BLK); White (WHT); Bronze (BRZ); Silver (SLV). To specify, add appropriate suffix to catalog number. Custom colors supplied on special order.

UL listed for US and Canadian Standards, suitable for wet locations and for installation within 3 feet of ground. Type non-IC. Protection class: IP64.

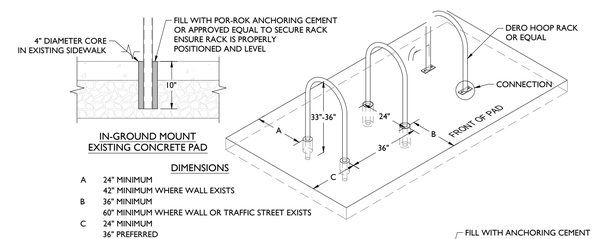
Luminaire Lumens: 10
Tested in accordance with LM-79-08

Type:
BEGA Product:
Project:
Voltage:
Color:
Options:
Modified:



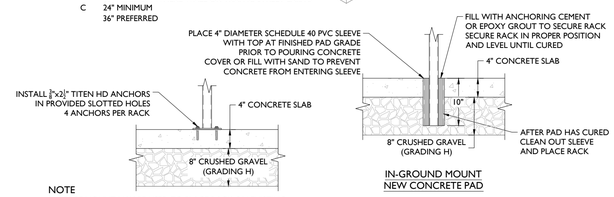
	Lamps	A	B	C
22 196	6.7 W LED	9 1/2"	2 1/2"	4 1/2"

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (800) 684-0553 FAX (805) 566-0474 www.bega-us.com
©copyright BEGA-2018 Updated 04/03/2018



DIMENSIONS

A 24" MINIMUM
42" MINIMUM WHERE WALL EXISTS
B 36" MINIMUM
60" MINIMUM WHERE WALL OR TRAFFIC STREET EXISTS
C 24" MINIMUM
36" PREFERRED



NOTE
SURFACE MOUNT MAY BE USED TO PLACE RACK ON EXISTING CONCRETE SLAB WHERE SLAB DOES NOT HAVE EXCESSIVE CRACKING AND A MINIMUM THICKNESS OF 4"

SURFACE MOUNT

7 BIKE RACK

NOT TO SCALE

HERSHBERGER DESIGN
Landscape Architecture · Environmental Planning · Urban Design
560 South Glenwood P.O. Box 1648 Jackson, Wyoming 83001 T:307.739.1001 F:307.734.8322

Issue Date:

10.31.2019	FDP SUBMISSION
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Drawing Title:

LANDSCAPE DETAILS

Drawing Number:

L0.4

Scale:

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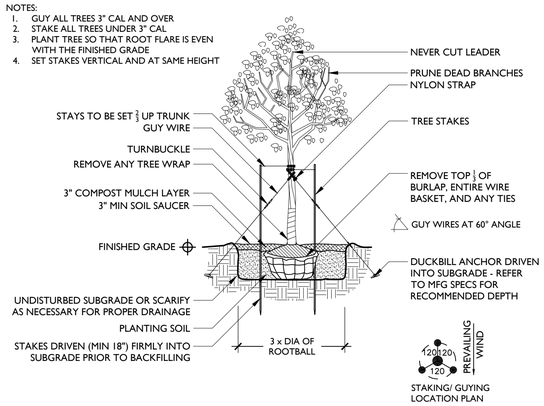
GLENWOOD GILL CONDOMINIUMS

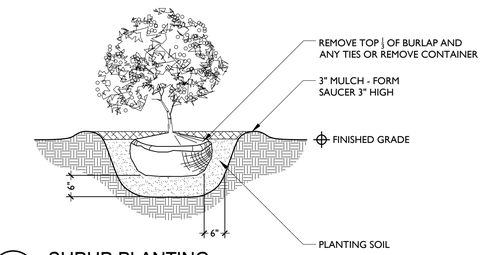
165 AND 185 GLENWOOD STREET
JACKSON, WYOMING 83001

NOTES:
1. GUY ALL TREES 3" CAL AND OVER
2. STAKE ALL TREES UNDER 3" CAL
3. PLANT TREE SO THAT ROOT FLARE IS EVEN WITH THE FINISHED GRADE
4. SET STAKES VERTICAL AND AT SAME HEIGHT



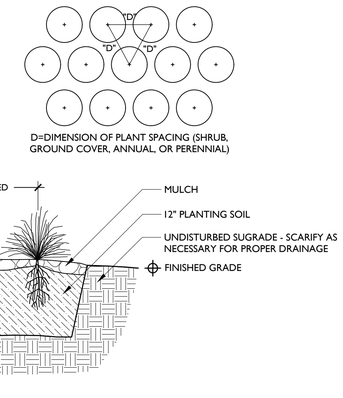
1 DECIDUOUS TREE PLANTING

1/4" = 1'-0"



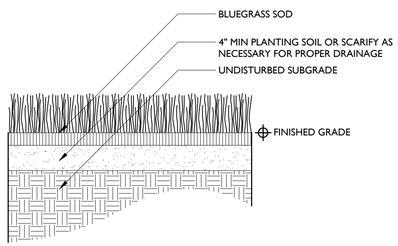
2 SHRUB PLANTING

1/2" = 1'-0"



3 ORNAMENTAL GRASS PLANTING

1" = 1'-0"



4 GRASS SOD

1" = 1'-0"

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LANDSCAPE DETAILS

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JORGENSEN ASSOCIATES, PC
PO Box 9550
Jackson, WY 83002
307.733.5150

BY: JK
Date: 10.23.2019

Average Day Occupancy Rate [1]	50%
Max Day Factor [1], MDF	2.72
Peak Hour Factor [2], PHF	4

WATER DEMAND						
	a		b	c=a*b	d=MDF*c	e=d/1440 * PHF
	Quantity	Unit	Average gpd/unit	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
Condo, 2 Bedroom	2	Bedroom	125	500	1360	3.8
Condo, 3 Bedroom	27	Bedroom	125	10125	27540	76.5
			Subtotal Housing	10,625	28,900	80.3

FIRE SUPPRESSION						
Total Building Size	Building Type	Required Pressure [4]	Required Duration [4]	Total Fire Flow [4]	Sprinkler Reduction [5]	Adjusted Fire Flow [5]
(SF)	(IBC)	(psi)	(hours)	(gpm)	(%)	(gpm)
120,000	IV	20	4	6250	75%	1563

Note:

[1] Based on daily rates from the WYDEQ CH 12, Section 8

[2] Peak Hour Factor based on busiest hour occuring during the busiest quarter of the day.

[3] IFC - Appendix B, Table B105.1, Type III-B

[4] IFC - Appendix B, Section B105.2, 75% reduction for automatic sprinkler systems, minimum 1500 gpm

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Jackson, WY 83002
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BY: JK
Date: 10.23.2019

Bear Development					
WATER DEMAND - M22 FIXTURE CALCULATION					
	Fixture	**No. Units**	**Fixtures per Unit[2]**	**Fixture Value[1]**	**Fixture Value**
H	Lavatory Sink	1	6	1.5	9
	Shower	1	1	2.5	3
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	1	4	4
F	Lavatory Sink	2	4	1.5	12
	Bath Tub	2	3	8	48
	Toilet	2	3	6	36
	Kitchen Sink	2	1	1.8	4
	Dishwasher	2	1	1.3	3
	Laundry (washer)	2	2	3	12
	Utility Sink	2	1	4	8
E1	Lavatory Sink	1	5	1.5	8
	Shower	1	1	2.5	3
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	1	4	4
E	Lavatory Sink	4	5	1.5	30
	Shower	4	4	2.5	40
	Bath Tub	4	3	8	96
	Toilet	4	1	6	24
	Kitchen Sink	4	1	1.8	7
	Dishwasher	4	1	1.3	5
	Laundry (washer)	4	2	3	24
	Utility Sink	4	1	4	16

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Bear Development					
WATER DEMAND - M22 FIXTURE CALCULATION					
	Fixture	**No. Units**	**Fixtures per Unit[2]**	**Fixture Value[1]**	**Fixture Value**
E2	Lavatory Sink	1	5	1.5	8
	Bath Tub	1	3	8	24
	Shower	1	1	2.5	3
	Toilet	1	4	6	24
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	0	4	0
A	Lavatory Sink	2	4	1.5	12
	Shower	2	1	2.5	5
	Toilet	2	3	6	36
	Bath Tub	2	3	8	48
	Kitchen Sink	2	1	1.8	4
	Dishwasher	2	1	1.3	3
	Laundry (washer)	2	2	3	12
	Utility Sink	2	1	4	8
B	Lavatory Sink	2	4	1.5	12
	Shower	2	1	2.5	5
	Bath Tub	2	2	8	32
	Toilet	2	3	6	36
	Kitchen Sink	2	1	1.8	4
	Dishwasher	2	1	1.3	3
	Laundry (washer)	2	2	3	12
	Utility Sink	2	1	4	8
C	Lavatory Sink	7	5	1.5	53
	Shower	7	1	2.5	18
	Bath Tub	7	3	8	168
	Toilet	7	4	6	168
	Kitchen Sink	7	2	1.8	25
	Dishwasher	7	1	1.3	9
	Laundry (washer)	7	2	3	42
	Utility Sink	7	1	4	28
D	Lavatory Sink	1	5	1.5	8
	Shower	1	1	2.5	3
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	2	1.8	4
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	1	4	4

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307.733.5150

Bear Development					
WATER DEMAND - M22 FIXTURE CALCULATION					
	Fixture	**No. Units**	**Fixtures per Unit[2]**	**Fixture Value[1]**	**Fixture Value**
D1	Lavatory Sink	1	5	1.5	8
	Shower	1	1	2.5	3
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	2	1.8	4
	Dishwasher	1	2	1.3	3
	Laundry (washer)	1	1	3	3
	Utility Sink	1	1	4	4
C1	Lavatory Sink	2	5	1.5	15
	Shower	2	1	2.5	5
	Bath Tub	2	3	8	48
	Toilet	2	4	6	48
	Kitchen Sink	2	2	1.8	7
	Dishwasher	2	1	1.3	3
	Laundry (washer)	2	2	3	12
	Utility Sink	2	1	4	8
G	Lavatory Sink	1	5	1.5	8
	Shower	1	1	2.5	3
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	2	1.8	4
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	1	4	4
J1	Lavatory Sink	1	4	1.5	6
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	1	4	4
J	Lavatory Sink	1	5	1.5	8
	Bath Tub	1	3	8	24
	Toilet	1	4	6	24
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	2	3	6
	Utility Sink	1	1	4	4

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Bear Development					
WATER DEMAND - M22 FIXTURE CALCULATION					
	Fixture	**No. Units**	**Fixtures per Unit[2]**	**Fixture Value[1]**	**Fixture Value**
I	Lavatory Sink	1	3	1.5	5
	Bath Tub	1	2	8	16
	Toilet	1	3	6	18
	Kitchen Sink	1	1	1.8	2
	Dishwasher	1	1	1.3	1
	Laundry (washer)	1	1	3	3
	Utility Sink	1	0	4	0

TOTAL FIXTURE VALUE	1,867
Probable Water Flow Demand (AWWA M22 - Figure 4-3)	70
Design Pressure Adjustment Factor (AWWA M22 - 60 psi)	1.00
Adjusted Probable Demand (gpm)[3]	**70**

Note:

[1] Fixture Value based on AWWA M22

[2] Fixture count based 10.25.2019 program

[3] Domestic use only, no irrigation

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PO Box 9550
Jackson, WY 83002
307.733.5150

BY: JK
Date: 10.23.2019

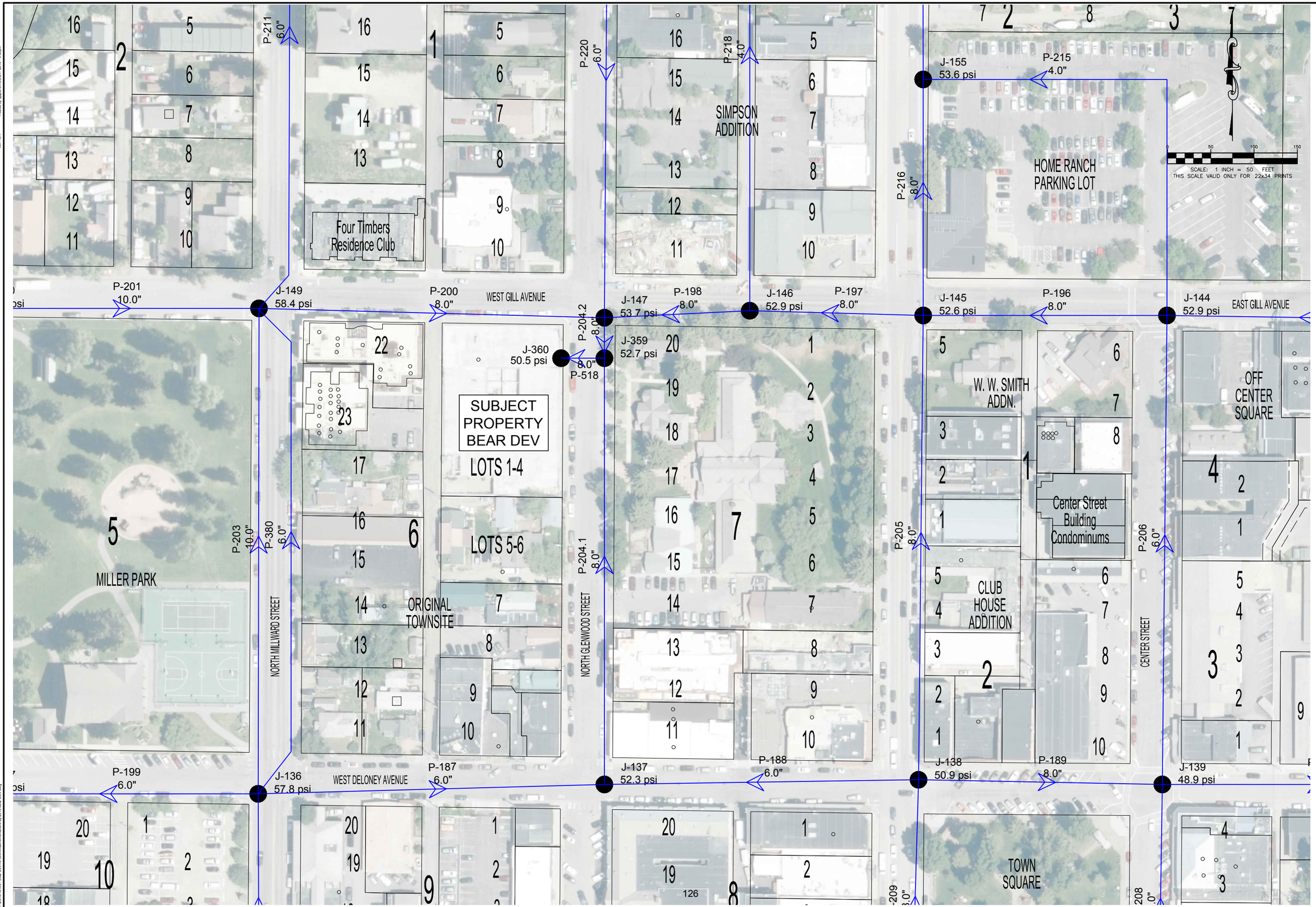
Average Daily Flow	60%
Peak Hour Factor	4

SANITARY SEWER DEMAND						
Unit Type		No. of Units[2]	Max Flow per Bedroom, gpd[1]	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm
H	3 Bedroom	1	150	270	450	1.3
F	3 Bedroom	2	150	540	900	2.5
E1	3 Bedroom	1	150	270	450	1.3
E	3 Bedroom	5	150	1350	2250	6.3
A	3 Bedroom	2	150	540	900	2.5
B	3 Bedroom	2	150	540	900	2.5
C	3 Bedroom	7	150	1890	3150	8.8
D	3 Bedroom	1	150	270	450	1.3
D1	3 Bedroom	1	150	270	450	1.3
C1	3 Bedroom	2	150	540	900	2.5
G	3 Bedroom	1	150	270	450	1.3
J1	3 Bedroom	1	150	270	450	1.3
J	3 Bedroom	1	150	270	450	1.3
I	2 Bedroom	2	150	360	600	1.7
TOTAL SANITARY SEWER DEMAND				7,650	12,750	35

Notes:

[1] *Based on daily flow rates from the WYDEQ CH 11, Part B, Table 1*

[2] *Bedroom count shown based on Development Plan Review, 10.25.2019*



JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

PROJECT TITLE:
GLENWOOD GILL CONDOMINIUMS
LOT 1-6 BLOCK 6, JACKSON
185 NORTH GLENWOOD
JACKSON, WYOMING

SHEET TITLE:
WATER MODEL ANALYSIS

DRAFTED BY:	AJ
REVIEWED BY:	JL
PLAN VERSION	DATE
TOJ MODEL	10/25/2019

PROJECT NUMBER
18105

SHEET
1 of 1

November 30, 2018

Nick Orthmann
Bear Development, LLC
4011 80th Street
Kenosha, WI 53142

RE: GEOTECHNICAL INVESTIGATION REPORT, 165 AND 185 NORTH GLENWOOD STREET, JACKSON, WYOMING (PROJECT NO: 18105)

Dear Mr. Orthmann,

We are pleased to present this report of our geotechnical investigation for the proposed development at 165 and 185 N. Glenwood St. in Jackson, Wyoming. This report encompasses 165 N. Glenwood and updates the previous report for 185 N. Glenwood which was prepared by Womack & Associates (WAI) and issued to the Eden Group in November of 2006. The report describes site conditions observed during the investigations and presents engineering analyses and recommendations for the proposed new structure.

In summary, the recent subsurface exploration encountered essentially the same material as was observed in 2006 and engineering recommendations generally remain the same. Engineering analyses depending upon seismic parameters, which have changed since 2006, have been updated in this report, as well as references to the current version of the building code (IBC, 2015; ASCE 7-10).

Groundwater monitoring is strongly recommended during the spring run-off season of 2019 to verify site groundwater levels will not impact the proposed construction.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions for you.

Respectfully submitted,

JORGENSEN GEOTECHNICAL

Reviewed by:

Colter H. Lane, P.E.
Geotechnical Project Engineer

Ray Womack, P.E., P.G.
Senior Geotechnical Engineer & Geologist

Cc: Arne Jorgensen, Hawtin-Jorgensen

Geotechnical Investigation Report
165 and 185 North Glenwood Street
Jackson, Wyoming

Prepared for:

Nick Orthmann
Bear Development, LLC
4011 80th Street
Kenosha, WI 53142

Prepared by:

JORGENSEN
GEOTECHNICAL, LLC

PO Box 9550
Jackson, WY 83002

November 30,2018

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Appendix B: 2018 Borehole Logs
Appendix C: USGS Seismic Design Maps Summary and Detailed Reports

1.0 INTRODUCTION

As authorized by Mr. Nick Orthmann of Bear Development, LLC, Jorgensen Geotechnical conducted a geotechnical investigation for the proposed development at 165 and 185 N. Glenwood Street in Jackson, Wyoming (Figure 1). The site is located in the Town of Jackson on the corner of North Glenwood Street and Gill St., about 750-ft east of the toe of East Gros Ventre Butte. Womack & Associates (WAI) previously conducted a geotechnical site investigation and prepared a geotechnical report for 185 N. Glenwood Street in October of 2006. The 2006 WAI report can be found in Appendix A of this report. The purposes of the additional field work conducted in November of 2018 were to verify soil and groundwater conditions at 165 N. Glenwood street are similar to those discovered at 185 N. Glenwood street in September of 2006, evaluate soil-engineering properties, and to provide recommendations for foundation construction.

2.0 PROPOSED CONSTRUCTION

It is our understanding the proposed structure will consist of an underground parking garage beneath a multi-story structure spanning both 165 and 185 N. Glenwood Street. Development of 185 N. Glenwood Street began between 2007 and 2009, but was never completed. Existing facilities include an underground parking garage and ramp at 185 N. Glenwood capped with a concrete slab. It is our understanding the walls of the parking structure were supported using soil nails, several of which extend into 165 N. Glenwood.

The southern portion of the project site located at 165 N. Glenwood Street is currently occupied by four separate structures, all of which will be demolished prior to construction of the proposed structure. Mr. Arne Jorgensen with Hawtin-Jorgensen Architects indicated the proposed building will be an extension of the existing structure at 185 N. Glenwood Street consisting of an underground parking garage with footings placed approximately 12 feet below the existing ground surface.

3.0 INVESTIGATION PROCEDURES

3.1 Environmental Assessment

A Phase I environmental assessment was completed by on September 6, 2006, for 185 N. Glenwood St. and consisted of a review of records provided by the Town of Jackson, Wyoming, Department of Environmental Quality (WDEQ), and the Environmental Protection Agency (EPA). The result of this assessment indicated that, while several surrounding areas are locally contaminated with hydrocarbons, the property was not associated with any current or historic environmental hazards.

3.2 Subsurface Investigation

The original field investigation conducted on September 14th and 15th, 2006, consisted of a preliminary site reconnaissance and a drilling and sampling program of three exploratory boreholes at 185 N. Glenwood, shown as BH-1 through BH-3 in Figure 2. The 2018 update

included two boreholes at 165 N. Glenwood, shown as JG-18-1 and JG-18-2 as shown in Figure 2. All five of the boreholes were drilled to depths ranging from 27 to 33 feet below the ground surface (bgs) in order to observe subgrade soil and groundwater conditions. One standpipe piezometer consisting of a two-inch, 20-slot PVC pipe completed with an eight-inch flush-mount surface vault was installed to 30-feet bgs in JG-18-1 during the November, 2018 site investigation. Descriptive logs of the boreholes can be found in Appendix B.

ProSonic Drilling provided contract drilling services for the 2006 investigation. The sonic drill rig had an interior diameter of 4" and returned continuous samples throughout the entire borehole depth during drilling. For Standard Penetration Tests (SPT), the sonic rig was equipped with a 140 lb. chain-drive hammer with a reported efficiency of 60%.

The 2018 drilling program was performed using a hollow-stem auger mounted on a Simco 2800HS drill rig. SPTs were performed at 2.5-ft intervals and samples were collected using a split spoon sampler driven by a rope and cathead pulley system dropping a 140-lb hammer 30-inches per blow. Blow counts (i.e., the number of blows to advance the sampler 6-inches) were recorded during each test, and adjusted to a hammer efficiency of 60% and overburden pressure of one atmosphere, as suggested by Youd and Idriss (1997) and Fang (1991), to obtain standard adjusted $(N_1)_{60}$ values in blows per foot (bpf).

The $(N_1)_{60}$ corrections account for differences in sampler size and configuration, hammer efficiency, overburden pressure, and other variables. It is very important to use the $(N_1)_{60}$ values for consideration of rock and soil strength rather than the field N-values. There is often significant variability between the two sets of blow counts.

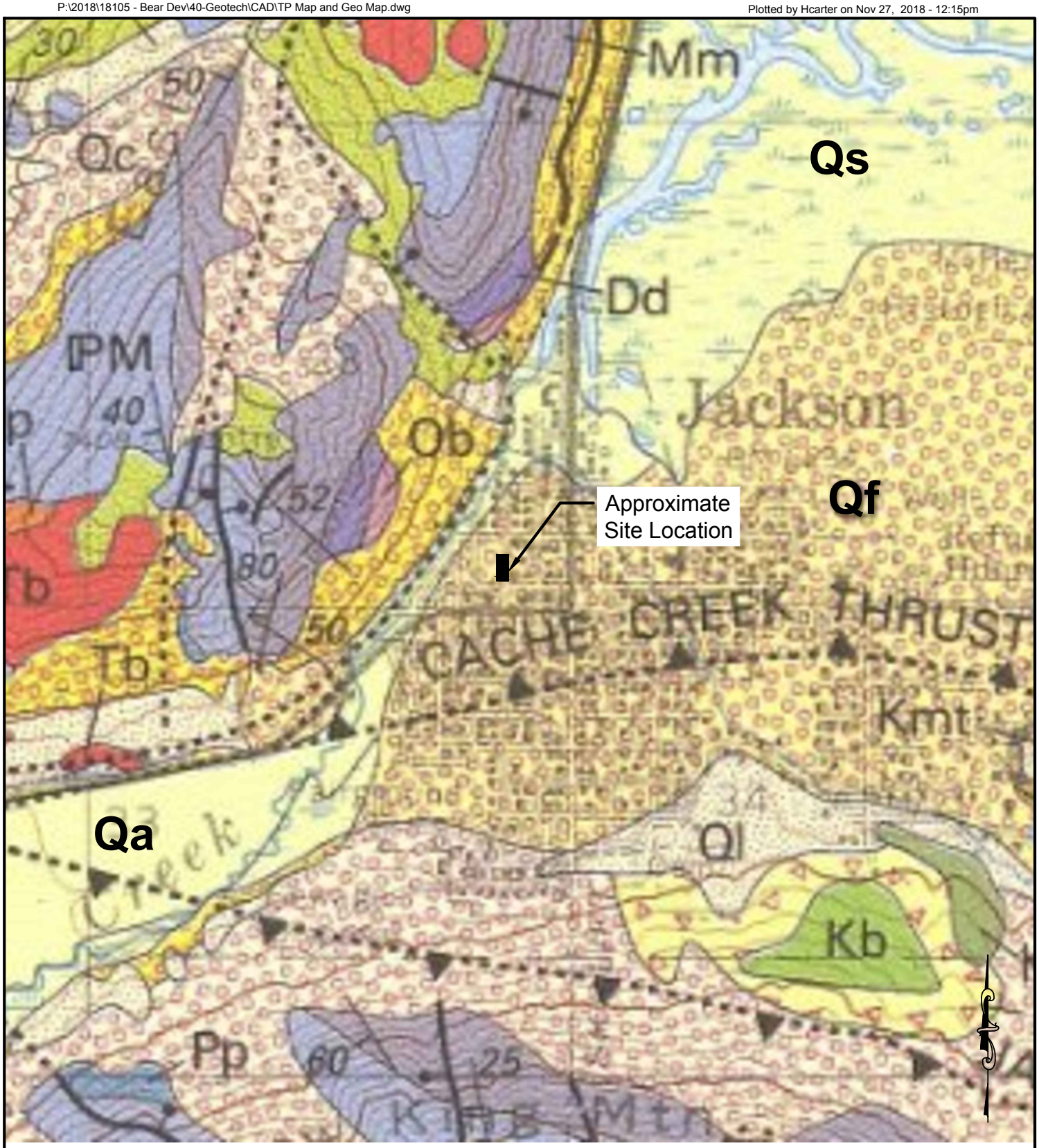
Soil types, consistencies, and relative moisture contents were observed and documented by a Jorgensen Geotechnical engineer during the 2018 investigation and a WAI engineer during the 2006 investigation. Site conditions and actual soil conditions may differ from those presented in the borehole logs. The approximate borehole locations are shown in Figure 2 and detailed borehole logs are presented graphically in Appendix B.

3.3 Laboratory Analysis

Given the stony character of soils encountered at the site, no laboratory testing was performed.

3.4 Report Preparation

This report describes the observed geologic and geotechnical site conditions and includes a site location and geologic map. Boreholes are presented graphically in Appendix B. This report provides engineering analysis and recommendations for the construction of foundation elements, drainage, and shoring elements.



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SCALE: 1 INCH = 1500 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

From Love et al., 1992, Geologic map of Grand Teton National Park, Teton County, Wyoming

Map Symbols: Qf - Alluvial Fan Qs - Swamp Deposits
Qa - Alluvium - Gravel, Sand, and Flood-Plain Deposits

DRAFTED BY: HC	SHEET TITLE: Figure 1 Site Location and Geologic Map	PROJECT TITLE: Geotechnical Site Investigation 165 N. Glenwood - Bear Dev. Jackson, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com
REVIEWED BY: CHL			
PROJECT NUMBER 18105			

DRAFTED BY: HC	SHEET TITLE: Figure 2 Borehole Location Map	PROJECT TITLE: Geotechnical Site Investigation 165 N. Glenwood - Bear Dev. Jackson, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com
REVIEWED BY: CHL			
PROJECT NUMBER 18105			

4.0 SITE CONDITIONS

4.1 Description

The project site is in the north part of the Town of Jackson, on the southwest corner of the intersection between North Glenwood Street and West Gill Avenue. The site is about one block east of Flat Creek and one block south and west of Cache Creek. The site is currently occupied by several structures. The northern portion of the site on 185 N. Glenwood Street is occupied by a partially completed underground parking garage, while the southern portion of the site on 165 N. Glenwood is currently occupied by four separate structures. The site is relatively level to very gently sloping to the northwest toward Flat Creek. Elevation at the site is about 6,210 feet above sea level.

4.2 Geology

A geologic map of the Grand Teton National Park (Figure 1), which encompasses the town of Jackson and the project site, was published by Love, et al, in 1992. The map shows the location of surficial deposits, bedrock units, and geologic structures (i.e., faults and folds). As depicted on the map, the project site is within the Cache Creek alluvial fan deposits (Qf) consisting of water-laid gravel, sand, silt, and clay with the finer grained deposits becoming more abundant at the distal ends of the fans (i.e., far from the mouth of the canyon), and stonier deposits at the proximal (i.e., near the mouth of the canyon) end of the fans. Soils encountered in the boreholes are consistent with the mapped geology and generally consist of sandy and clayey gravels. The alluvial fan is presumably underlain at depth by Tertiary and Paleozoic aged bedrock. Bedrock was not encountered in the boreholes and is expected to be very deep.

Numerous Quaternary aged (relatively young and potentially active) faults have been mapped in the Jackson area (Love et al, 1992; USGS, 2006), notably the East Gros Ventre fault, faults on the east and west side of West Gros Ventre Butte, and the Teton fault system along the east side (base) of the Teton Range. The surface trace of the Teton fault is located approximately 6 miles west of the project site. The mapped trace of the East Gros Ventre fault lies along the eastern base of East Gros Ventre Butte (Figure 1). This feature is mainly concealed beneath late Pleistocene to Holocene alluvium (Machette et al, 2001).

Two east-west trending buried fault segments, the Cache Creek thrust fault and the Jackson thrust fault, are mapped south of the project site (dotted lines with black triangles on Figure 1). The fault segments appear to be truncated by the north-south trending Teton fault system, and offset only the older geologic units (i.e., the Paleozoic and Tertiary aged rocks). These fault traces do not appear to offset the younger geologic units and therefore are inferred to be relatively old and inactive structures.

4.3 Soils

Similar soil conditions were encountered in all of the boreholes drilled for this investigation. Borehole BH-1 (2006) was drilled to a depth of 27 feet near the northeast corner of 185 N. Glenwood. Boreholes BH-2 and -3 at 185 N. Glenwood were drilled to depths of 27 and 28 feet in the northwest corner and southeastern corner of the lot, respectively. Borehole JG-18-1

(2018) was drilled to a depth of 31.5-ft near the northwest corner of 165 N. Glenwood, and JG-2 was drilled to a depth of 33-ft near the southwest corner. All borehole locations are shown on Figure 2.

The site is underlain by stratified alluvial fan deposits consisting primarily of medium dense to very dense sandy and clayey gravel/cobble. About 4-ft of very loose sandy silt fill was encountered at the ground surface in borehole JG-18-1 and JG-18-2. As indicated by the 2006 report (Appendix A) and borehole logs in Appendix B, most of the site is underlain by sandy gravel and cobble alluvial fan deposits. Based on field estimates, the stony alluvial fan soils consist of about 20-30% sand and 70-80% 5-inch minus subrounded gravel and cobbles. Adjusted blow count $(N_1)_{60}$ values in the stony alluvial fan are typically in the range of 20 to more than 50 bpf.

Thin beds of gravelly clay were encountered below about 25-ft in some borings. These thin, lenticular beds of clayey gravels are unlikely to affect foundation performance. Boring JG-18-2 encountered medium stiff massive clay from 29-ft bgs down to total depth of the boring at 33-ft. The adjusted blow count in this clay was 8 bpf, which indicates a soft to medium stiff consistency. However, assuming the foundations for the proposed structure are placed at approximately 12-ft bgs, the clay is too deep to affect foundation design. This clay may represent a remnant of the glacial lake beds that formerly occupied the valley or a fine-grained deposit near the distal (downstream) end of the alluvial fan.

4.4 Groundwater

Groundwater was encountered in boreholes BH-1 and BH-2 (WAI, 2006) in September of 2006 at approximately 25-ft below the ground surface. Groundwater monitoring at borehole BH-2 was conducted through the spring 2007, which indicated groundwater levels remain at approximately 25-ft bgs for a large portion of the year. Measured groundwater levels at the site did not appear to respond to flow levels in Flat and Cache Creeks. Groundwater was not encountered down to 33-ft bgs at 165 N. Glenwood at the time of drilling in October 2018, though the investigation occurred during what is typically considered a dry time of year. We strongly recommend groundwater monitoring in MW-1 (JG-18-1) during the spring of 2019. Construction methods used for parking areas below grade will be informed by groundwater monitoring data from MW-1 and BH-2. Recommendations for construction in areas of high groundwater are presented in Section 6.1.

4.5 Earthquakes and Ground Shaking

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho, western Wyoming, and western Montana (Smith and Arabasz, 1991). The Teton fault along the eastern margin of the Teton Range about 6 miles northwest of the project site is considered an important structural element of the Intermountain Seismic Belt. Predicted recurrence intervals for maximum credible earthquakes have passed for most of the fault systems capable of generating magnitude 7.5 events in western Wyoming (Case, 1997), implying that the risk of major earthquakes may be high.

Ground motion accelerations should be derived for the project site in accordance with the general procedure defined in the International Building Code (IBC). The IBC references ASCE 7-10 to determine the ground motion accelerations. Based on subsurface soils and geologic maps, the site is classified as a Site Class D ("Stiff Soils"). For your convenience, USGS Seismic Design Maps Summary and Detailed Reports were produced assuming a risk category of I/II/III and are attached in Appendix C. These reports present design ground motion for structural design. The site's seismic hazard results in a Seismic Design Category D.

The site is in an area of moderate seismic activity. The current peak horizontal acceleration (PGA) with 10% probability of exceedance in 50-years is approximately 0.20g, according to the USGS National Seismic Hazard Maps (2014). This has been applied in this report for analysis of seismic lateral loading on retaining walls; see Section 5.3.

The provisions of the IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure. The approach adopted in the IBC is intended to provide a uniform margin of safety against collapse at the *design* ground motion. The *design* earthquake ground motion is selected at a ground shaking level that is 2/3 of the *maximum considered earthquake* (MCE) ground motion, which has a likelihood of exceedance of 2 percent in 50 years (a return period of about 2,500 years). The owner should be aware that the IBC is not intended to prevent damage or loss of function during a major earthquake; it is intended to reduce the risk of loss of life. Structural design should follow the level of risk tolerable to the owner.

4.6 Geological and Geotechnical Hazards

4.6.1 Liquefaction Potential

Loose, saturated sands and silty sands, and in some cases silts and gravels, may liquefy when exposed to seismic shaking. Liquefaction has been most prevalent in areas where loose saturated sands occur within about 30 feet or less of the ground surface, but in some instances, liquefaction has been reported in saturated deposits up to 60 feet deep (EERI, 1994).

The boreholes drilled to a depth of about 33 feet encountered sandy gravel and cobbles under the site that appear to be too stony and dense to liquefy in a seismic event. It is possible that liquefiable materials occur at greater depths. At this flat-lying location, liquefaction could potentially cause minor differential settlement. However, there appears to be little risk of "lateral spreading", which is a major slope movement that is a common source of catastrophic failure during earthquakes.

4.6.2 Geological Hazards

The owner should be aware that in the event of a large magnitude earthquake, there are several geologic hazards that could potentially cause damage to structures (Smith et al, 1993). Potential hazards at this site might include strong ground shaking and ground cracking. Although the risk of surface rupture along an un-mapped fault trace exists, the risk is very small.

5.0 ENGINEERING ANALYSIS

5.1 Settlement

Foundation footings shall be placed on stony Cache Creek alluvial fan material. Significant consolidation (e.g., total settlement of 1-inch and differential settlement of 0.5-inches) of the dense to very dense, sandy and clayey gravels and cobbles observed in the boreholes is not anticipated. Removal of loose topsoil and fill material from the upper 2-4 feet is necessary, but is expected for the basement excavation. Removal of the loose fill shall extend to exterior footings including those for awnings, porches, and hardscapes.

5.2 Bearing Capacity

Bearing capacity of soil refers to its ability to resist shear failure under load. The bearing capacity of the stony alluvial fan deposits was estimated using Meyerhof's bearing capacity equation for strip footings (Bowles, 1996). Soil properties were estimated based on visual soil classification. The average unit weight of the soil is estimated to be about 125 pcf, and the friction angle is estimated to be about 36 degrees (Pit Slope Manual, 1982; Huang, 1983). The foundation footings are assumed to be 16 inches wide, placed on the sandy gravel and cobble alluvial fan. Assuming continuous 16-inch strip footings, an allowable bearing capacity for the stony alluvial material is estimated to be about 5,000 psf.

These values assume footings will be placed directly on the stony alluvial fan or approved engineered fill. Jorgensen should be contacted prior to the placement of structural fill or foundation elements to observe whether or not the excavation has reached competent stony alluvial fan or approved stony fill.

5.3 Lateral Pressures

Lateral pressures were calculated using methods suggested by Bowles (1996). Lateral pressures were calculated for at-rest, active, and passive conditions assuming level backfill, and are presented in Table 5-1. These values assume stony site material will be used as exterior backfill. We have assumed an estimated internal friction angle of 36° and a unit weight of 125 pounds per cubic foot (pcf) based on visual classification of the soils.

Table 5-1: Lateral Pressure Parameters for Native Stony Alluvial Fan Soils

Condition	Coefficient of Earth Pressure	γK (equivalent fluid pressure)
Static Conditions Level Backfill	$K_o = 0.41$ $K_a = 0.26$ $K_p = 3.85$	52 pcf 32 pcf 481 pcf
Earthquake Conditions Level Backfill	$K_{ae} = 0.32$ $K_{pe} = 3.65$	39 pcf 456 pcf

5.3.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is about 32 pcf assuming a horizontal ground surface behind the retaining wall. This pressure distribution would be equivalent to a force of approximately $16H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Lateral pressures on retaining walls from earthquakes were estimated using the Mononobe-Okabe equations (Bowles, 1996; Duncan et al, 1990). Because the maximum acceleration occurs only briefly during an earthquake, it is common practice when designing dams and other earth structures to reduce the design acceleration to ½ of the maximum design acceleration (Hynes-Griffin and Franklin, 1984). Thus, we have calculated seismic lateral pressures using a horizontal acceleration k_h of .10g (1/2 of k_h max) per the USGS (2014).

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures have been divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The resultant force from seismic lateral pressures is applied at 60% of the wall height above the base with a magnitude equal to the difference between the seismic and static active pressures; i.e., $\frac{1}{2}(\gamma k_{ae} - \gamma k_a)H^2$ or $3.5H^2$.

5.3.2 Passive Pressures

For passive pressures, an equivalent fluid pressure (γK_p) of about 481 pcf was estimated for static conditions and 456 pcf for seismic conditions. Passive pressure design should neglect the loose fill and soil located within the frost zone.

5.3.3 At-Rest Pressures

For lateral pressure design of foundation walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is about 52 pcf, assuming a horizontal ground surface behind the foundation wall. Use the at-rest pressure or the active pressure under seismic conditions for foundation wall design, whichever is greater.

5.4 Soil Friction

Terzaghi, et al (1996) suggests the use of the internal strength of the soil for the friction angle along a concrete base in granular soils, with a maximum value of 30°. Accordingly, a friction value of 0.58, which is the tangent of 30°, is suggested if foundation elements are founded on the native stony alluvial fan or an approved structural fill. The friction value may be combined with the passive pressure to resist horizontal loads.

5.5 Shoring

It is our understanding the proposed basement footings may be more than 10 feet below ground surface. Shoring will likely be required around the perimeter of the new building.

Recommended shoring alternatives include H-pile walls and soil nails. When a building design has been selected, this office should be involved in selection of shoring techniques. It is our understanding the foundation walls for 185 N. Glenwood Street are supported by tie-backs or soil nails. It is assumed the soil nails were designed and installed using the soil nail parameters presented in Section 5.5.2 of the 2006 WAI report (Appendix A). Based on conversations with the Architect, it is our understanding the existing underground parking garage will be extended to the south onto 165 N. Glenwood Street using the same design and construction techniques. Therefore, selection and design of the shoring system for 165 N. Glenwood Street should mimic the performance of the original shoring system. Test data from the original construction is expected to represent the most accurate information for anchor or nail performance.

In light of the existing shoring system, the southern wall of the partially completed underground parking garage on 185 North Glenwood street contains several soil nails extending to the south onto 165 N. Glenwood street. Construction of the proposed construction must take into consideration the effect of removing these anchors and ensure the proposed excavation will not damage the existing structure.

6.0 RECOMMENDATIONS

6.1 Foundations

In our opinion, the sandy gravel and cobble alluvial fan soils below a depth of about 2 to 3 feet will provide adequate support for anticipated foundation loads of the proposed structure. Excavation for the foundation footings should remove the upper 2 to 3 feet of finer-grained soil and fill, exposing the top of the underlying gravel and cobbles. Foundation footings may be placed directly on the stony alluvial fan. Given the depth and stiff character of the two clay layers encountered we believe that over-excavation will not be necessary.

All footings should be placed below the frost line, including exterior footings for awnings and porches. The building code for Teton County requires that footings be placed at a minimum depth of 34 inches below finished grade, with a minimum foundation exposure of 6 inches above finished grade.

To further reduce the risk from potential settlement, any material loosened during the excavation process shall be compacted to a non-yielding state prior to placement of the concrete footings. A vibrating, smooth-drum roller compactor or “whacker” may be used to densify the coarse-grained soils. If the groundwater level is above the bottom of the footing excavation, compaction may not be feasible.

Because of the possibility of relatively shallow groundwater conditions at the site, a full-basement or below grade parking structure may be vulnerable to seepage. If the owner and architect plan to construct the building with a full-basement or underground parking, we strongly recommend a foundation system that is fully waterproofed unless groundwater monitoring in spring 2019 indicates otherwise. The foundation footings, stem walls, and floor slab should be constructed as a monolithic unit to eliminate joints and completely wrapped

with a waterproof membrane system. If necessary, adequate foundation reinforcement should be used to counteract buoyant forces that may be exerted on the floor slab.

Relying on a dewatering system to mitigate seepage into the lower levels of the building is not recommended. Mechanical means of dewatering may be problematical because of the high permeability of the stony soils and the anticipated large quantities of water that would need to be displaced. In addition, dewatering systems typically have high installation costs, long-term operation and maintenance expenses, and reliability and water discharge issues.

During foundation construction, shallow groundwater may be encountered. Dewatering to reduce water levels may be required during foundation construction. At this point we do not consider it necessary to specify dewatering procedures during construction. Pumping may be required and discharge of water may be problematical at this site. Adequate planning is important to address proper discharge of the water. These issues will not be of concern if groundwater does not rise significantly from its current level.

A Structural engineer should review the plans to check that adequate support is provided to the foundation systems. Minor settlement of footings, foundation walls, and floor slabs may result in small fractures in the concrete walls, concrete floor slabs, and sheetrock. These occurrences are normal and should not be a cause for concern.

6.2 Site Preparation

At the start of construction, the site should be cleared and stripped of topsoil, fine grained soils, and organic debris. No brush, roots, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or site-derived engineered fill. All exposed subgrade surfaces should be free of mounds and depressions which could prevent uniform compaction. If unexpected fills or obstructions are encountered during site clearing or excavation, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

If fine-grained soils are observed at foundation depth, they should be removed and replaced with an approved engineered fill, such as pit-run or select site soils. During excavation for the foundation system, removal of large cobbles and boulders may disturb and loosen the surrounding material. All disturbed areas should be compacted with a smooth-drum vibratory roller, in vibratory mode with a minimum of three passes, prior to placement of structural fill and/or footing construction. The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed and approved by Jorgensen.

<u>All excavations and foundation subgrades should be observed by a representative of Jorgensen prior to fill or concrete placement, especially if questionable materials are exposed.</u> Notice shall be provided at a minimum of 24 hours before the requested observation.

6.3 Foundation Drains

Foundation drains were recommended in Section 6.4 of the 2006 WAI Report, though it is unknown if foundation drains were installed during the construction of the existing underground parking garage. Foundation drains for the proposed addition to the existing underground parking garage should mimic the existing foundation drain in order to obtain a single, harmonious system. This issue may be revisited following groundwater monitoring and final design.

6.4 Excavation and Cut Slope Stability

OSHA regulations (29CFR1926) appear to classify site soils as Type C. For planning and design purposes, simple cut slopes should be no steeper than 1.5H:1V in the stony alluvial fan. These are recommendations based on observations made at the time of the investigation. The contractor shall be responsible for adherence to OSHA and other safety regulations by observing soil and groundwater conditions at the time of construction.

Simple cut slopes may not be possible in all or most of the site. Site constraints such as adjacent buildings, utilities, and roads are likely to require shoring to support excavation for basement foundations. Selection and design of an appropriate shoring system is beyond the scope of this report, but may be provided upon request.

6.5 Final Backfilling and Grading

Properly compacted backfill will reduce settlement of the soil against foundation walls and beneath exterior concrete slabs. Exterior backfill around the building should consist of site materials placed in lifts no greater than 9 inches loose thickness and compacted. Existing site material may be used for exterior and utility trench backfill.

Structural fill should be used beneath exterior slabs-on-grade. Utility trenches should also be backfilled in lifts and compacted. Final grading should provide protection from frost. Do not over compact exterior backfills against “green” foundation walls.

Prior to placement of structural fill for the foundation subgrade or exterior slabs-on-grade, the site should be cleared and grubbed. No brush, roots, sod, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or structural fill.

6.6 Compaction of Engineered fill

If engineered fill is used to achieve final grades below footings, the fill may consist of select stony site material or imported pit-run fill placed in horizontal lifts no greater than 12 inches loose thickness, as indicated by Table 6-1. Larger cobbles (> 4” diameter) should not be used as structural backfill, except as specified in Table 6-1.

Table 6-1: Compaction Parameters for Stony Fill

Compactor Type	Lift Thickness	Maximum Particle Size	Minimum Number of Passes
5-ton vibratory	12 inches	9-inch*	3
1.5-ton vibratory	9 inches	6-inch	5
Hand-held	4 inches	4-inch	5

* Occasional clasts to 12-inch are permitted, if encountered, but should not be nested (placed against one another).

Stony fill will compact into a dense, strong, well-draining structural fill, and strict moisture control is usually not required. Compaction testing with a nuclear density gauge is usually problematic due to the presence of large stones. Therefore, we recommend compacting stony fills using a method specification, which may be established as follows:

- The contractor will place fill in loose lifts no greater than specified in Table 6-1 for whichever class of compactor is used.
- Fill will be compacted with the *minimum* number of passes specified in Table 6-1. The actual number of passes should be determined by observing compaction after each pass to determine if the surface is non-yielding. If the fill surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed.
- Once the number of passes is determined, this **method** (unique to the material type, compactor, lift thickness, and number of passes) may be continued for the rest of the project as long as fill material properties and subgrade soil conditions remain the same.

It is important to establish a method specification as early in the construction as possible and apply it consistently for the entirety of the building pad construction. JG should observe lift thickness, number of passes, and equipment used during compaction. Additional guidance on construction observations may be found in Section 6.12.

Exterior backfills should be placed as early as possible. However, do not over-compact exterior backfills against “green” foundation walls. Utility trenches should also be backfilled in lifts and compacted. Stony soils will require a vibrating smooth-drum roller or vibratory plate (i.e., hoe-pack or “jumping jack”) for compaction.

6.7 Final Grading

Properly compacted backfill and site drainage are important for protecting basements and foundation elements from water infiltration. Final grading should provide positive drainage of at least 0.5 foot in the first 10 feet (5%) away from the structure. Adequate gutters are strongly recommended. Roof runoff should be discharged at least 3 feet away from the building or exterior slabs. Swales or other moisture collection points should be avoided if possible within 10 feet of the foundation or retaining walls. Drainage swales should slope a minimum of 2%.

6.8 Interior Slabs-on-Grade

The recommendations in this section apply only if the basement has not been fully waterproofed and is within 5 feet of the seasonal water table. The interior floor slab should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick. Minor floor cracking of slab-on-grade construction is difficult if not impossible to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage, normal activities, and daily and seasonal variability in temperature and humidity.

The following suggestions are recommended for standard slab-on-grade construction. An impermeable layer (usually plastic) is suggested beneath the slab, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness. Two options are available to reduce the tendency for the concrete to crack as it dries. Three articles from the American Concrete Institute (ACI) that discuss these options are located in Appendix C of the 2006 WAI Report.

1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable, compactible, granular material may be placed over the sheeting to receive the concrete slab. This material usually consists of "crusher run material", which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of fine graded material such as crusher fines or manufactured sand may be used.

2. The blotter layer may be eliminated if the concrete is reinforced properly. The article entitled "Controlling Curling and Cracking in Floors to Receive Coverings" provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a structural engineer should provide it.

The Teton County Building Department also requires a ventilation system for slab-on-grade construction in inhabited buildings. A ventilation system is not required for a deep basement or parking garage below the groundwater level.

6.9 Exterior Slabs-on-Grade

Exterior slabs (sidewalks, patios, driveways, etc.) typically sustain the greatest damage. Cracking is almost impossible to avoid, and freeze-thaw adds to the difficulty caused by soil consolidation. The fine-grained topsoil, silt, and clay fill material near existing ground surface could potentially cause severe frost or settlement damage. The following suggestions may reduce differential movement of exterior slabs.

Exterior concrete slabs should be at least 4 inches thick, 6 inches if supporting vehicles. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be

transmitted to the post, resulting in damage to the structure.

Exterior slabs placed on fine-grained soils may be very susceptible to frost heave, and any exterior flat work placed on these soils may perform poorly. Performance of the slabs may be improved by placement of at least 6 inches, preferably 12 inches, of gravel beneath the slab. Expansion joints are recommended in all concrete flatwork.

6.10 Ventilation and Radon

Evaluation of radon was beyond the scope of work; local codes should be followed and specialty contractors employed, if necessary. A capillary break layer (Section 6.8) may be necessary to accommodate a radon vent pipe. Teton County Building Code requires that slabs below living spaces be ventilated and sealed. Ventilation should also be provided for areas under crawl spaces. The building contractor is ultimately responsible for following local building codes.

6.11 Reinforcing, Utilities Testing, and Concrete Considerations

Footings, slabs, and foundation walls should be reinforced to resist differential movement. We strongly recommend consultation with a structural engineer to specify adequate reinforcement. Exterior concrete should contain 5% to 7% entrained air. We recommend pressure testing of water and sewer lines before backfilling.

6.12 Observation during Construction

Recommendations in this report are contingent upon our involvement. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to observe the conditions and make any necessary modifications. All excavations and foundation subgrades should be observed by a representative of JG prior to fill or concrete placement, especially if questionable materials are exposed. Notice shall be provided at a minimum of 24 hours before the requested observation.

We are able to provide the most value observing site conditions at the following times:

1. Upon completion of site preparation to verify stony alluvial fan soils or stony fill have been reached and prepared in accordance with Section 6.2.
2. During the placement of the beginning lifts of engineered fill, if required, to observe compaction (i.e., develop a method specification, see Section 6.6: and
3. Once the site has been prepared to the bottom of footing elevation to witness a proof roll with the compactor.

7.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. This report, including engineering analysis, recommendations, figures, and design details are exclusive to the referenced site. Under no circumstances shall the figures be separated from the text and used independently. This report is not a stand-alone document and shall always be accompanied by the original 2006 WAI report found in appendix A of this report. Recommendations in this report are not applicable to other construction sites. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. No other warranty is made or implied.

8.0 REFERENCES

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APPENDIX A

185 N. Glenwood Geotechnical Report
(WAI, 2006)

GEOTECHNICAL INVESTIGATION REPORT
MCCABE PROPERTY
185 NORTH GLENWOOD STREET
JACKSON, WYOMING

Prepared for:

Rick Benson
Eden Group
3395 North Pines Way
Wilson, WY 83014

Prepared by:

Womack & Associates, Inc.
P.O. Box 12650
Jackson, Wyoming

October 17, 2006

WOMACK & ASSOCIATES, INC.
P.O. Box 12650 • Jackson, WY 83002 • Office (307) 733-7209
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• Geotechnical Engineering • Geology

October 17, 2006

Rick Benson
Eden Group
3395 North Pines Way
Wilson, Wyoming 83014

RE: GEOTECHNICAL INVESTIGATION REPORT, MCCABE PROPERTY PROJECT, JACKSON, WYOMING

Dear Rick:

We are pleased to present this report on our geotechnical investigation for the proposed development at the McCabe Property in Jackson, Wyoming. Two copies are enclosed. The report describes site conditions and presents engineering analyses and recommendations.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions for you.

Respectfully submitted,

WOMACK & ASSOCIATES, INC.

Ray Womack 10-17-06

Ray Womack, P.E., P.G.

Enclosure: Reports

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1.0 INTRODUCTION

As authorized by Rick Benson of the Eden Group, Womack and Associates, Inc. conducted a geotechnical investigation for the proposed housing development at the McCabe Property in Jackson, Wyoming. The site is located in the Town of Jackson on the corner of North Glenwood Street and Gill St., just east of East Gros Ventre Butte. The purposes were to investigate soil and groundwater conditions, evaluate soil-engineering properties, and to provide recommendations for foundation construction.

2.0 PROPOSED CONSTRUCTION

Plans for the site include demolition of the existing multi-story office and printing complex and construction of a multi-story housing development with an underground parking structure.

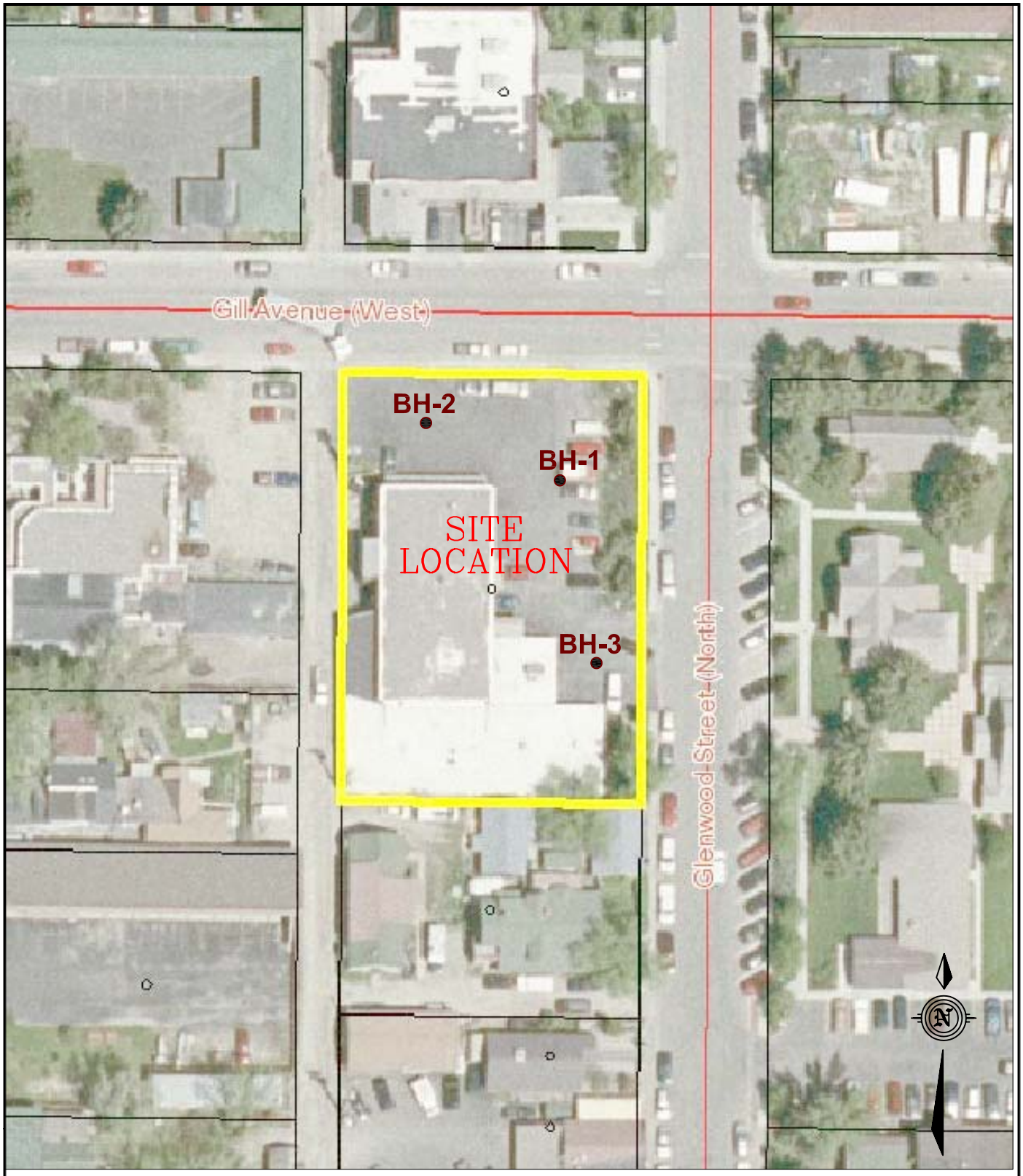
3.0 INVESTIGATION PROCEDURES

3.1 Field Investigation

The field investigation conducted on September 14th and 15th, 2006, consisted of preliminary site reconnaissance and drilling and sampling of three exploratory boreholes. The boreholes were drilled to depths of about 25 to 30 feet in order to observe subgrade soil and groundwater conditions. Borehole locations are shown in Figure 1. Descriptive logs of the boreholes are in Appendix A.

ProSonic Drilling provided contract drilling services. The sonic drill rig had an interior diameter of 4” and returned continuous samples through the entire borehole depth. The sonic rig was equipped with a 140 lb. chain-drive hammer with a reported efficiency of 60%

Standard Penetration Tests (SPT) were performed using methods consistent with ASTM D 1586. The sample intervals were varied as judged appropriate by the engineering geologist. A 1 3/8-inch split-spoon sampler without liners was used for soil sampling. A 140-pound hammer dropped 30 inches was used to drive the split- barrel sampler, and the blows required to drive the sampler 18 inches were recorded in 6-inch increments. The blows for the final 12 inches were recorded as the unadjusted field "N-value", measured in blows per foot (bpf). Field N-values are presented on the logs in Appendix A. Field values should not be used for design purposes without correction.



APPROXIMATE
SCALE: 1" = 50'

Geotechnical Investigation Report McCabe Property 185 North Glenwood St. Jackson, Wyoming	Site Location Map	FIGURE 1

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The industry standard sampling procedure is the Standard Penetration Test (SPT). The standard split-spoon sample has an outside diameter (o.d.) of 2 inches and inside diameter (i.d.) of 1.375-inch (or 1.5-inch if liners are not installed). Field N-values were corrected to $(N_1)_{60}$ using procedures suggested by Youd, et al (2001). Corrected $(N_1)_{60}$ values are in Appendix B.

The corrections account for differences in sampler size and configuration, hammer efficiency, overburden pressure, and other variables. The $(N_1)_{60}$ values represent SPT values adjusted to a standard of one atmosphere of overburden pressure and hammer efficiency of 60%. It is very important to use the $(N_1)_{60}$ values for consideration of rock and soil strength rather than the field N-values. There is often significant variability between the two sets of blow counts.

Soil types, consistencies, and stratigraphic thicknesses were observed and documented by an Engineering Geologist. Field conditions were described for all soil types observed and representative samples were obtained from critical soil horizons. General topography and site conditions were observed by the geologist in order to place the boreholes in representative locations. Note that site conditions may be variable and actual soil conditions may differ from those represented in the borehole logs.

3.2 Laboratory Analysis

Given the coarse character of soils encountered at the site, no laboratory testing was performed.

3.3 Previous Investigations

A Phase I environmental assessment was completed by Womack & Associates on September 6, 2006 for the McCabe property and consisted of a review of records provided by the Town of Jackson, Wyoming Department of Environmental Quality (WDEQ), and the Environmental Protection Agency (EPA). The result of this assessment indicates that, while several surrounding areas are locally contaminated with hydrocarbons, the McCabe property is not associated with any current or historic environmental hazards.

3.4 Report Preparation

The report presents the site soil and groundwater conditions, borehole and monitoring well logs, location maps, engineering analyses, and recommendations to support design of the foundation elements.

4.0 SITE CONDITIONS

4.1 Description

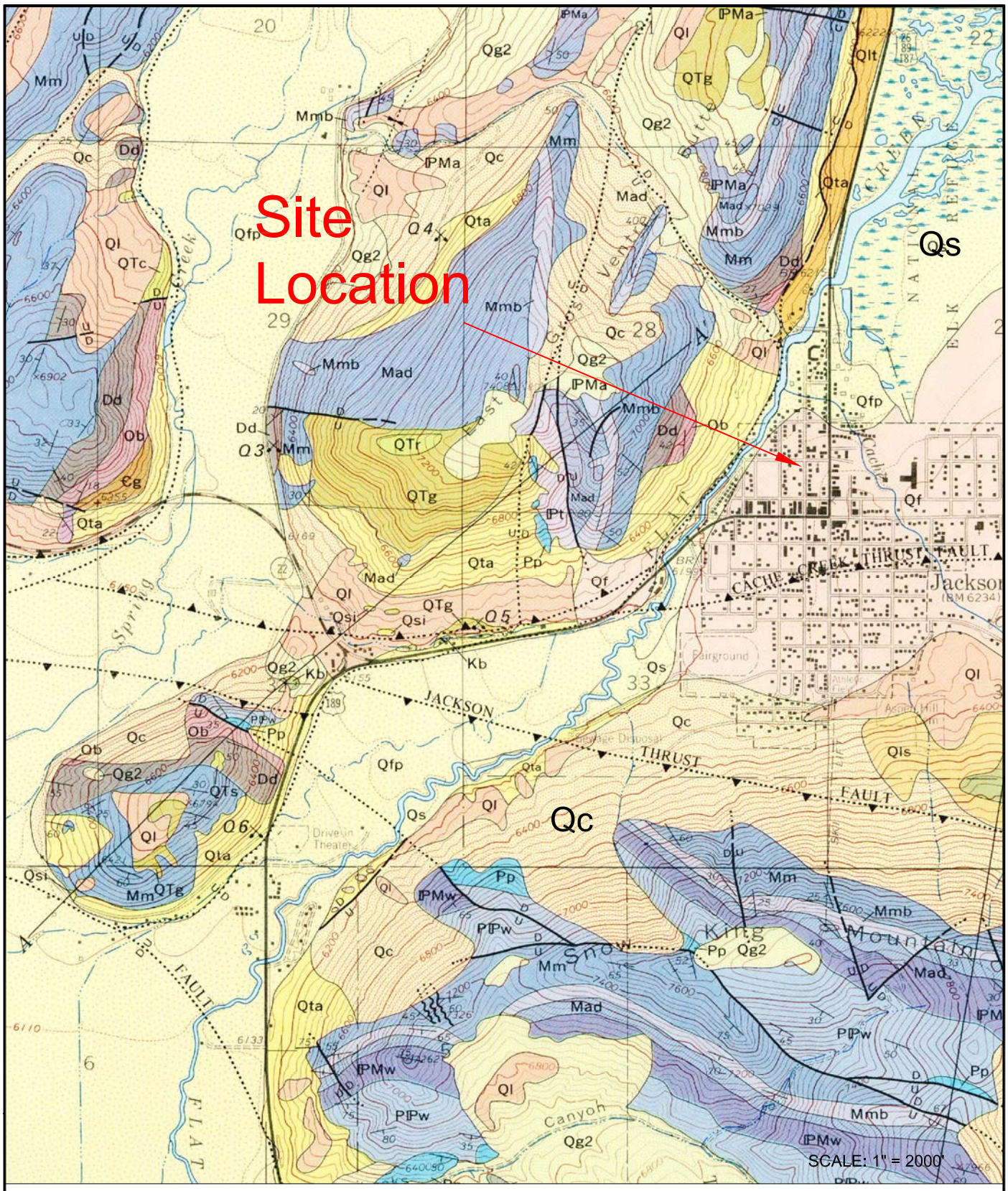
The project site is in the north part of the Town of Jackson, on the southwest corner of the intersection between Glenwood Street and Gill Street. The site is at the base of East Gros Ventre Butte about 1 block east of Flat Creek and 1 block south and west of Cache Creek. Currently, the southwest portion of the site is occupied by a building housing Grand Teton Lithography and several apartments. The north and east portions of the site are covered with asphalt paving and an unpaved (gravel) alley borders the west side of the parcel. Preliminary plans are to demolish the existing building and construct a new building for the Jackson Hole Community Housing Trust. As currently planned, the new structure will be a multi-story building with an underground parking garage. The site is relatively level to very gently sloping to the northwest toward Flat Creek. Elevation at the site is about 6,210 feet above sea level. At the time of our investigation, no demolition, site grading, excavation, or construction activity had been initiated for the new building.

4.2 Geology

A geologic map of the Grand Teton National Park (Figure 2), which encompasses the town of Jackson and the project site, was published by Love, et al, in 1992. The map shows the location of surficial deposits, bedrock units, and geologic structures (i.e., faults and folds). As depicted on the map, the project site is covered by Holocene to Quaternary aged alluvial fan deposits (Qf), although the material encountered in the boreholes drilled for this investigation is interpreted as alluvium (Qa) consisting of clay, silt, sand and gravel stream channel deposits. The alluvium is presumably underlain at depth by Tertiary and Paleozoic aged bedrock. Bedrock was not encountered in the boreholes, and depth to bedrock is unknown.

Numerous Quaternary aged (relatively young and potentially active) faults have been mapped in the Jackson area (Case, 1997, Machette et al, 2001), notably the East Gros Ventre fault, faults on the west side of West Gros Ventre Butte, and the Teton fault system along the east side (base) of the Teton Range. The surface trace of the Teton fault is located approximately 6 miles west of the project site. The mapped trace of the East Gros Ventre fault lies along the eastern base of East Gros Ventre Butte (Figure 2). This feature is mainly concealed beneath late Pleistocene to Holocene alluvium (Machette et al, 2001).

Two east-west trending buried fault segments, the Cache Creek thrust fault and the Jackson thrust fault, are mapped south of the project site (dotted lines with black triangles on Figure 2). The fault segments appear to be truncated by the north-south trending Teton fault system, and offset only the older geologic units (i.e., the Paleozoic and Tertiary aged rocks). These fault traces do not appear to offset the younger geologic units and therefore are inferred to be relatively old and inactive structures.



Map Symbols: Qa - Alluvium | Qf - Alluvial Fan Deposits | Qs - Swamp Deposits
Qc - Colluvium | Ql - Loess Deposits | Qt - Talus Deposits

From Love et al, 1992, Geologic Map of Grand Teton National Park, USGS I-2031

Geotechnical Investigation Report McCabe Property 185 North Glenwood Jackson, Wyoming	GEOLOGIC MAP	FIGURE 2

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4.3 Soils

Similar soil conditions were encountered in all of the boreholes drilled for this investigation. Borehole BH-1 was drilled to a depth of about 27 feet near the northeast corner of the site. Boreholes BH-2 and -3 were drilled to depths of about 27 and 28 feet in the lot's northwest corner and southeastern corner, respectively. A fourth borehole was planned for the alley on the lot's western side but was not drilled due to utility conflicts.

The site is underlain by stratified stream deposits consisting of fine-grained and coarse-grained alluvium. Some non-engineered fill was also encountered in the uppermost portion of the boreholes. As indicated by the borehole logs in Appendix A, most of the site is underlain by coarse sandy gravel and cobble alluvium. Based on field estimates, the coarse-grained alluvium consists of about 20-30% sand with the remainder of 5-inch minus subrounded gravel and cobbles. Adjusted blow count $(N_1)_{60}$ values in the coarse-grained alluvium are typically in the range of 20 to 50 bpf.

Two fine-grained deposits were encountered. The first was a 1 foot thick layer in borehole BH-2 at a depth of 24 feet. The deposit is very stiff, embedded with 1-inch minus angular weathered rock fragments, and appears to be an ancient landslide deposit from nearby West Gros Ventre Butte. This layer appears to lens out, as we did not encounter it in any of our other borings. The second fine-grained layer consisted of 10% sand, 30% subrounded 1-inch minus gravel, and 60% clay. This 1.4 foot thick layer was encountered at a depth of 25 feet below the ground surface in borehole BH-3. Given the sand and gravel content of this clay layer, we believe it is significantly different from the clay layer encountered in borehole BH-2 and likely lenses out as well. These thin, lenticular clays are unlikely to affect foundation performance

4.4 Groundwater

Groundwater was encountered in boreholes BH-1 and BH-2. At the time of our investigation in mid-September 2006, groundwater level varied from about 24.5 to 25.5 feet below the ground surface. Our site investigation was performed during what is typically considered the lowest time of year for groundwater levels. Groundwater levels at the site fluctuate in response to seasonal precipitation, long-term precipitation trends and flow levels in Flat and Cache Creeks.

Construction methods used for parking areas below grade will be informed by groundwater monitoring data from the well at borehole BH-2 through spring 2007. Recommendations for construction in areas of high groundwater are presented in Section 6.0

4.5 Earthquakes and Ground Shaking

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho, western Wyoming, and western Montana (Smith and Arabasz, 1991). The Teton fault along the eastern margin of the Teton Range about 6 miles west of the project site is considered an important structural element of the Intermountain Seismic Belt. Predicted recurrence intervals for maximum credible earthquakes have passed for most of the fault systems capable of generating magnitude 7.5 events in western Wyoming (Case, 1997), implying that the risk of major earthquakes may be high.

Gilbert et al (1983) estimated that an earthquake of approximately magnitude M_s 6.5 might be anticipated along the Teton fault about once in 500 years, which is consistent with the design earthquake specified by the IBC (2006). Historically, no significant earthquake epicenters have been associated with the Teton fault, although earthquakes occurred in Jackson Hole along other faults during the last century. Research by Smith and others (1993), suggests that the southern portion of the Teton fault may have stored sufficient energy to produce a magnitude M_s = ~7.2+ earthquake. However, Machette, et al (2001), do not classify the Teton Fault as an active fault south of Phillips Canyon, and estimate that slip rates along the southern portion of the south end of the active fault (north of Phillips Canyon) and along fault splays in Phillips Canyon are less than 0.2 mm/yr (i.e., very low).

The recurrence interval for a magnitude 7.5 event on the Teton fault is estimated to be in the range 700 to 2,000 years (Case, 1997; Machette et al, 2001). To put this recurrence interval into perspective, an earthquake with a 10% chance of occurrence in 250 years (commonly used for design of major dams and sensitive structures) has an average recurrence interval of about 2,500 years. Such an event would cause shaking typical of the *maximum considered earthquake* (MCE). The owner should be aware that, although the *design* ground motion is consistent with the 2006 Internation Building Code (IBC) for the site, much larger earthquakes are possible, although the risk is smaller.

Site ground motion accelerations and a design response spectrum were derived in accordance with the general procedure defined in the 2006 International Building Code (IBC). The provisions of the 2006 IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure.

The approach adopted in the 2006 IBC is intended to provide a uniform margin of safety against collapse at the *design* ground motion. The *design* earthquake ground motion is selected at a ground shaking level that is 2/3 of the *maximum considered earthquake* (MCE) ground motion. The MCE ground motion is defined with a uniform likelihood of exceedance of 2 percent in 50 years (a return period of about 2,500 years). The Site Ground Motion and Design Response Spectrum for the 2000 IBC is presented in Figure 3.

Earthquake Loads – Site Ground Motion and Design Response Spectrum 2000 International Building Code (IBC)*

Approximate Site Location: **Latitude = 43º 28'59" Longitude = 110º45'43"**

Mapped Maximum Considered Earthquake (MCE) Spectral Response Acceleration Parameters: (Tables 1615 1-10)

Short Period (S_s) = **1.107**

1-Sec Period (S_1) = **0.400**

Site Class Definition:

D - Stiff Soil Profile – Site Class Definitions (Tables 1615.1.1)

Site Coefficients and Adjusted MCE Spectral Response Acceleration Parameters: [Equations 16-16 and 16-17 and Tables 1615.1.2(1) and 1615.1.2(2)]

S_{MS} = **1.173**

S_{M1} = **0.640**

F_a = **1.06** *interpolated from table

F_V = **1.60** *interpolated from table

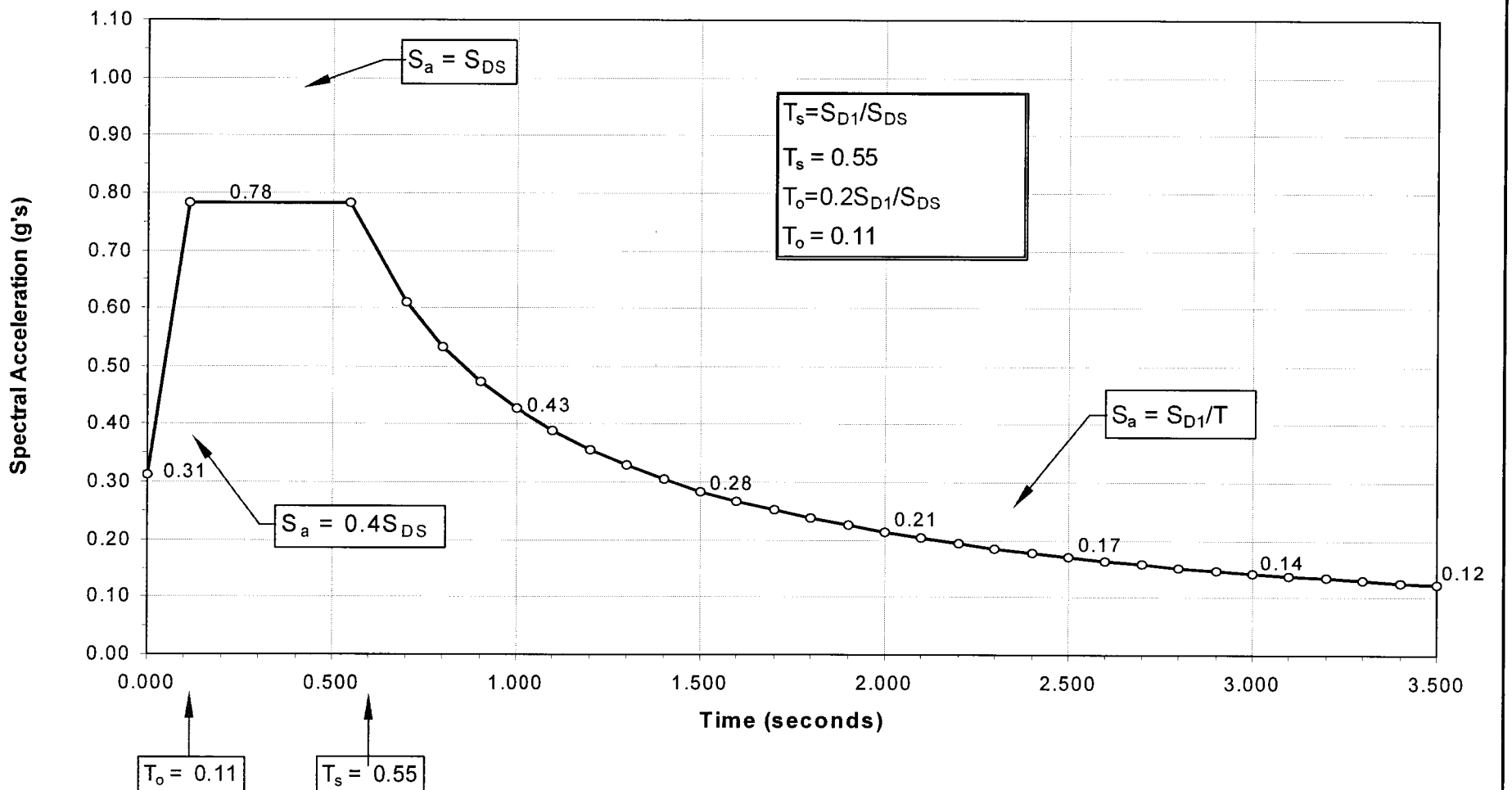
Design Spectral Response Acceleration Parameters: [Equations 16-18 and 16-19]

S_{DS} = **0.782**

S_{D1} = **0.427**

*2006 International Building Code, Chapter 16, Section 1615 - Earthquake Loads – Site Ground Motion.

Design Response Spectrum (2006 IBC) - Site Class D
McCabe Property, North Glenwood Street, Jackson, Wyoming



Geotechnical Investigation Report McCabe Property 1185 North Glenwood Jackson, Wyoming	DESIGN RESPONSE SPECTRUM	FIGURE 3

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4.6 Liquefaction Potential

Loose, saturated sands and silty sands, and in some cases silts and gravels, may liquefy when exposed to seismic shaking. Liquefaction has been most prevalent in areas where loose saturated sand occurs within about 30 feet or less of the ground surface, but in some instances, liquefaction has been reported in saturated deposits up to 60 feet deep (EERI, 1994).

The boreholes drilled to a depth of about 27 feet encountered sandy gravel and cobbles under the site that appear to be too coarse and dense to liquefy in a seismic event. It is possible that liquefiable materials occur at greater depths. At this flat-lying location, liquefaction could potentially cause damaging differential settlement. However, there appears to be little risk of "lateral spreading", which is a major slope movement that is a common source of catastrophic failure during earthquakes.

4.7 Geologic Hazards

The owner should be aware that in the event of a large magnitude earthquake, there are several geologic hazards that could potentially cause damage to structures (Smith et al, 1993). Potential hazards at this site might include strong ground shaking, ground cracking, surface rupture along an un-mapped fault trace, and liquefaction (Section 4.6).

5.0 ENGINEERING ANALYSIS

5.1 Settlement

Foundation footings may be placed on the coarse-grained sandy gravel and cobbles. Significant consolidation of the dense coarse-grained gravel and cobble alluvium observed in the boreholes is not anticipated. Removal of topsoil and fill material from the upper 2-3 feet is necessary.

5.2 Bearing Capacity

Bearing capacity of soil refers to its ability to resist shear failure under load. The bearing capacity of the coarse-grained alluvial deposits was estimated using Meyerhof's bearing capacity equation for strip footings (Bowles, 1996). Soil properties were estimated based on visual soil classification. The average unit weight of the soil is estimated to be about 125 pcf, and the friction angle is estimated to be about 36 degrees (Pit Slope Manual, 1982; Huang, 1983). The foundation footings are assumed to be 16 inches wide, placed on the sandy gravel and cobble alluvium. Assuming continuous 16-inch strip footings, an allowable bearing capacity for the coarse-grained alluvial material is estimated to be about 5,000 psf for full dead and 50% live

load. If full dead and full live loads are considered, bearing capacity is estimated at 8,000 psf.

5.3 Lateral Pressures

Lateral pressures against foundation and retaining walls can be estimated using several methods, and there is no overwhelming consensus favoring any one technique. We have used what we believe to be reasonably conservative values that can be justified from normal practice and the technical literature. The main variables are assumptions regarding seismic forces, wall friction, and surcharge pressures created by slopes. As discussed above, the Jackson Hole area is potentially susceptible to ground shaking from earthquakes. A maximum horizontal seismic acceleration k_h in bedrock of 0.22g has been selected for this site (USGS, 2002). Lateral pressures have been calculated assuming horizontal backslope conditions. Table 5-1 summarizes lateral pressure parameters applicable to the site.

TABLE 5-1: Lateral Pressure Parameters

Condition	Coefficient of Earth Pressure	γK (equivalent fluid pressure)
Static Conditions Level Backfill	$K_o = 0.40$ $K_a = 0.27$ $K_p = 3.69$	55 pcf 35 pcf 480 pcf
Earthquake Conditions Level Backfill Level Backfill	$K_{ae} = 0.33$ $K_{pe} = 3.49$	43 pcf 454 pcf

5.3.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is about 35 pcf (pounds per cubic foot), assuming a horizontal ground surface behind the retaining wall. This pressure distribution would be equivalent to a force of approximately $18H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures have been divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The Mononobe-Okabe equations are often used to estimate dynamic forces against retaining walls. Although there is considerable debate about the theoretical applicability of these equations to rigid walls, they have been used for many years for seismic design and the performance record of

underground walls during earthquakes has generally been good. The Mononobe-Okabe equations were applied using half the maximum horizontal acceleration (Bowles, 1996; Whitman, 1990). This force would be in addition to static active earth pressure, equivalent to $4H^2$ pounds per horizontal foot of wall applied at 50% of the wall height above the base.

5.3.2 Passive Pressures

For passive pressures, an equivalent fluid pressure (γK_p) of about 480 pcf was estimated for static conditions and about 454 pcf for seismic conditions. Passive earth pressures were calculated using the Coulomb and Mononobe-Okabe equations, respectively (Bowles, 1996).

5.3.3 At-Rest Pressures

For lateral pressure design of foundation walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is about 55 pcf, assuming a horizontal ground surface behind the foundation wall. Use the at-rest pressure or the active pressure under seismic conditions for foundation wall design, whichever is greater.

5.4 Soil Friction

Terzaghi, et al (1996) suggests use of 30 degrees for the maximum friction angle along a concrete base in granular soils. Accordingly, a friction value of 0.58, which is the tangent of 30 degrees, is suggested. The friction value may be combined with the passive pressure to resist horizontal loads.

5.5 Shoring

It is our understanding that the basement footings may be more than 10 feet below ground surface. Shoring may be required adjacent to buildings and along the streets adjacent to the new building.

5.5.1 Shoring Alternatives

Shoring recommendations and alternatives include H-pile walls and soil nails. When a building design has been selected, this office should be involved in selection of shoring techniques, if necessary. Previous H-pile wall designs in this area have proven most effective when combined with tiebacks. This office is capable of designing the H-pile wall portion of the shoring, while design and construction of soil nail shoring elements is normally performed by specialized design/build contractors with assistance from our Geotechnical Engineer.

5.5.2 Soil Nail Design Parameters

We assume the soil nail design will be prepared by a specialized design-build contractor. The following parameters are recommended for design:

Unit weight: γ = 135 pcf
Friction angle: φ' = 36 degrees
Unit ultimate bond stress = 20 psi
K_a = 0.27
γK_a = 35 pcf
At least two sacrificial soil nails should be placed and tested to failure. During production, at least 3 soil nails should be tested to design loads.

6.0 RECOMMENDATIONS

6.1 Foundations

In our opinion, the coarse-grained sandy gravel and cobble alluvium below a depth of about 2 to 3 feet will provide adequate support for anticipated foundation loads of the proposed structure. Minor cracks in the foundation walls, floors, and sheetrock are normal and should not be a cause for concern. Excavation for the foundation footings should remove the upper 2 to 3 feet of finer-grained soil and fill, exposing the top of the underlying gravel and cobbles. Foundation footings may be placed directly on the coarse-grained alluvium. Given the depth and stiff character of the two clay layers encountered we believe that overexcavation will not be necessary.

To further reduce the risk from potential settlement, the owner may choose to compact the surface of the native alluvium prior to pouring the concrete footings. A vibrating, smooth-drum roller compactor or "whacker" may be used to densify the coarse-grained soils. If the groundwater level is above the bottom of the footing excavation, compaction may not be feasible.

Because of the possibility of relatively shallow groundwater conditions at the site, a full-basement or below grade parking structure may be vulnerable to seepage. If the owner and architect plan to construct the building with a full-basement or underground parking, we strongly recommend a foundation system that is fully waterproofed unless groundwater monitoring in spring 2007 indicates otherwise. The foundation footings, stem walls, and floor slab should be constructed as a monolithic unit to eliminate joints and completely wrapped with a waterproof membrane system. If necessary, adequate foundation reinforcement should be used to counteract buoyant forces that may be exerted on the floor slab.

Relying on a dewatering system to mitigate seepage into the lower levels of the building is not recommended. Mechanical means of dewatering may be problematical because of the high permeability of the coarse-grained alluvium and the anticipated large quantities of water that would need to be displaced. In addition, dewatering systems typically have high installation cost, long-term operation and maintenance expense, and reliability and water discharge issues.

During foundation construction, shallow groundwater may be encountered. Pumping to reduce water levels may be required during foundation construction. At this point we do not consider it

necessary to specify dewatering procedures during construction. Pumping may be required and discharge of water may be problematical at this site. Adequate planning is important to address proper discharge of the water. These issues will not be of concern if groundwater does not rise significantly from its current level.

A Structural engineer should review the plans to check that adequate support is provided to the foundation systems. Minor settlement of footings, foundation walls, and floor slabs may result in small fractures in the concrete walls, concrete floor slabs, and sheetrock. These occurrences are normal and should not be a cause for concern.

6.2 Final Grading and Backfilling

Properly compacted backfill will reduce settlement of the soil against foundation walls and beneath exterior concrete slabs. Exterior backfill around the building should consist of site materials placed in lifts no greater than 9 inches loose thickness and compacted. Existing site material may be used for exterior and utility trench backfill:

Structural fill should be used beneath exterior slabs-on-grade. Utility trenches should also be backfilled in lifts and compacted. Final grading should provide protection from frost. Do not overcompact exterior backfills against "green" foundation walls.

Prior to placement of structural fill for the foundation subgrade or exterior slabs-on-grade, the site should be cleared and grubbed. No brush, roots, sod, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or structural fill.

6.3 Site Grading and Preparation

Properly compacted backfill and good site drainage are extremely important. Structural fill should consist of imported granular fill placed in lifts no greater than 9 inches loose thickness and compacted using the methods specification described below.

Pre-roll the surface to compact materials that have been disturbed during excavation with **five passes** (5 ton static weight) of a 5-ton vibratory roller. The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed.

Alluvial gravel and cobbles are relatively easy to compact, and due to the coarse granular nature of the materials, nuclear density testing can yield variable compaction results. Place coarse granular fill in lifts and compact using the methods specification described below. If the methods specification is consistently applied, density testing is not required. Gravel will

compact into a dense, strong, well-drained structural fill, and tight moisture control is usually not required.

Granular fill should be placed in a maximum loose lift thickness of 9-inches. Material should be compacted using a smooth drum or padfoot vibratory roller (vibratory mode). A minimum of **five passes** (5 ton static weight) of a vibratory roller should be applied to each lift. The actual number of passes should be determined by observing the compaction after each pass to determine if the surface is non-yielding. If the fill surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed. Fill should be placed in horizontal lifts.

All footings should be placed below the frost line. The building code for Teton County requires that footings be placed at a minimum depth of 36 inches from finished grade, with a minimum foundation exposure of 6 inches above finished grade.

Structural fill should be used beneath exterior slabs-on-grade. Do not overcompact exterior backfills against "green" foundation walls. Cohesive materials should be used in the upper 2 feet of the exterior backfill to provide a lower permeability cap.

Prior to placement of structural fill for exterior slabs-on-grade, the site should be cleared. No brush, roots, sod, frozen material, or other deleterious or unsuitable materials shall be incorporated in the foundation subgrade or structural fill.

Final grading should provide positive drainage of at least 1 foot in the first 12 feet away from the structure unless the surface is paved. Adequate gutters or other roof runoff measures are strongly recommended. Roof runoff should be discharged at least 3 feet away from the building or exterior slabs.

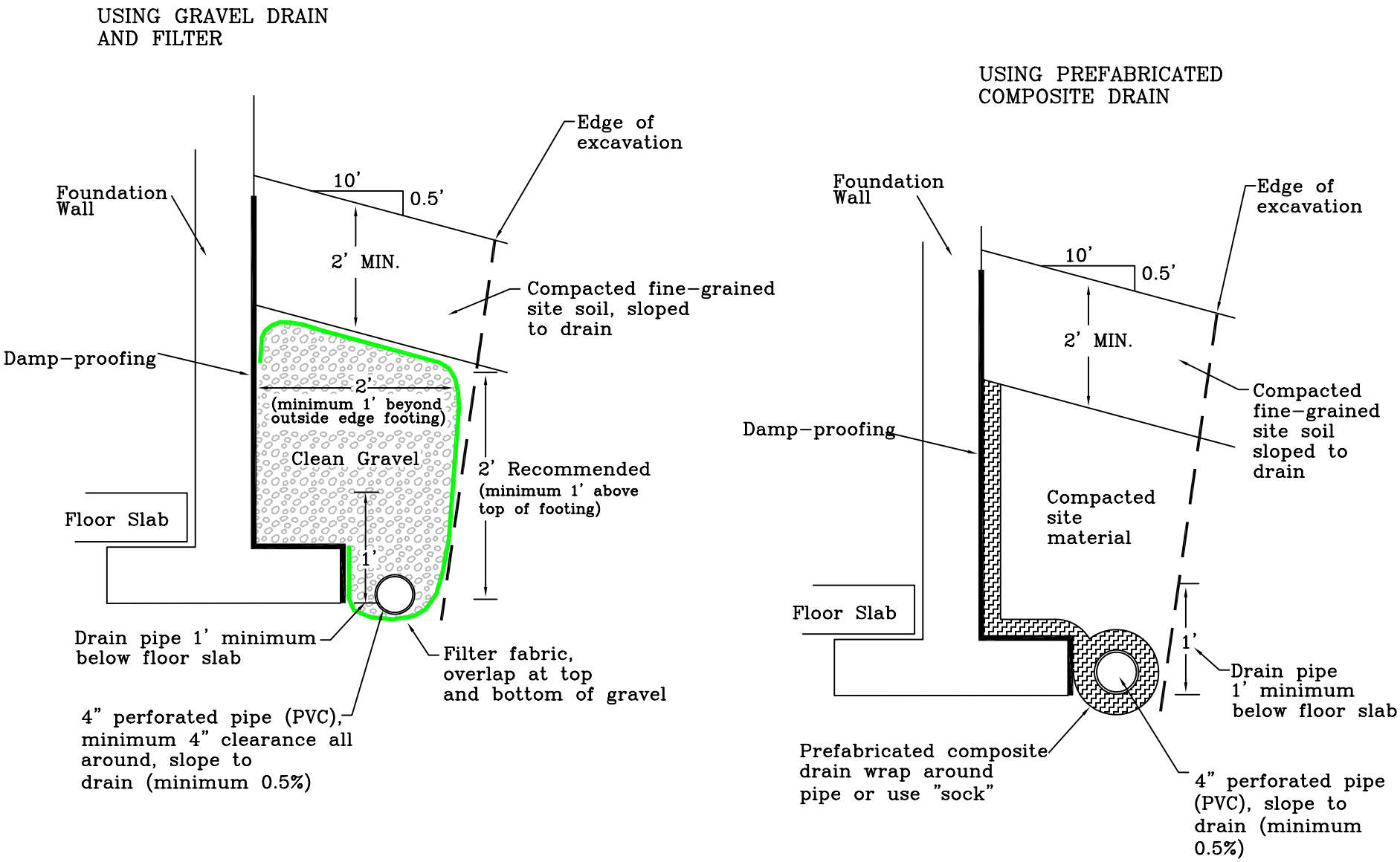
OSHA regulations (29CFR1926) appear to classify the soil at the site as Type C based on the granular nature of the alluvial soil. Therefore, temporary cut slopes should be no steeper than 1.5H:1V for excavations less than 20 feet in height. A trench box may be used if necessary to reduce trench excavation during utility installation. The contractor shall be responsible for adherence to OSHA and other safety regulations.

6.4 Foundation Drainage

Foundation footing drains are not required for a building with a deep waterproof basement. Foundation footing drains are recommended if the basement is not waterproofed and is within 5 feet of seasonal groundwater highs.
building avoids shallow groundwater. Footing drains will reduce the potential for seepage from perched water.

Two drainage alternatives are illustrated on Figure 4. The least expensive technique would probably be a prefabricated composite drain. The composite drain consists of an open wick layer laminated to filter fabric to reduce infiltration of soil. The exterior (upslope side) of the wall is waterproofed, and the drain is laid against the waterproofing layer. The excavation is backfilled with compacted site material, as discussed in Section 6.3, and the drain is covered by at least 2 feet of compacted site soil, sloped to drain (minimum 10%). The composite drain is wrapped around a perforated drain pipe at footing level. The drain pipe may slope at a minimum of 0.5%, and drain to a sump.

An alternative technique would involve placement of clean angular drain gravel between the foundation wall and the edge of the excavation. The gravel backfill is wrapped in filter fabric and a drain pipe is place at the bottom of the trench. At least 2 feet of compacted backfill (sloped to drain) is placed above the gravel envelope. The advantage of this technique is that the gravel backfill can usually be placed without compaction, reducing backfill cost and difficulty.



Geotechnical Investigation Report McCabe Property 185 North Glenwood Jackson, Wyoming	Foundation Drainage Alternatives	FIGURE 4

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WOMACK AND ASSOCIATES, INC.

6.5 Interior Slabs-on-Grade

The recommendations in this section apply only if the basement has not been fully waterproofed and is within 5 feet of the seasonal water table. The interior floor slab should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick. Minor floor cracking of slab-on-grade construction is difficult if not impossible to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage, normal activities, and daily and seasonal variability in temperature and humidity.

The following suggestions are recommended for standard slab-on-grade construction. An impermeable layer (usually plastic) is suggested beneath the slab, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness (Figure 5). Two options are available to reduce the tendency for the concrete to crack as it dries. Three articles from the American Concrete Institute (ACI) that discuss these options are appended.

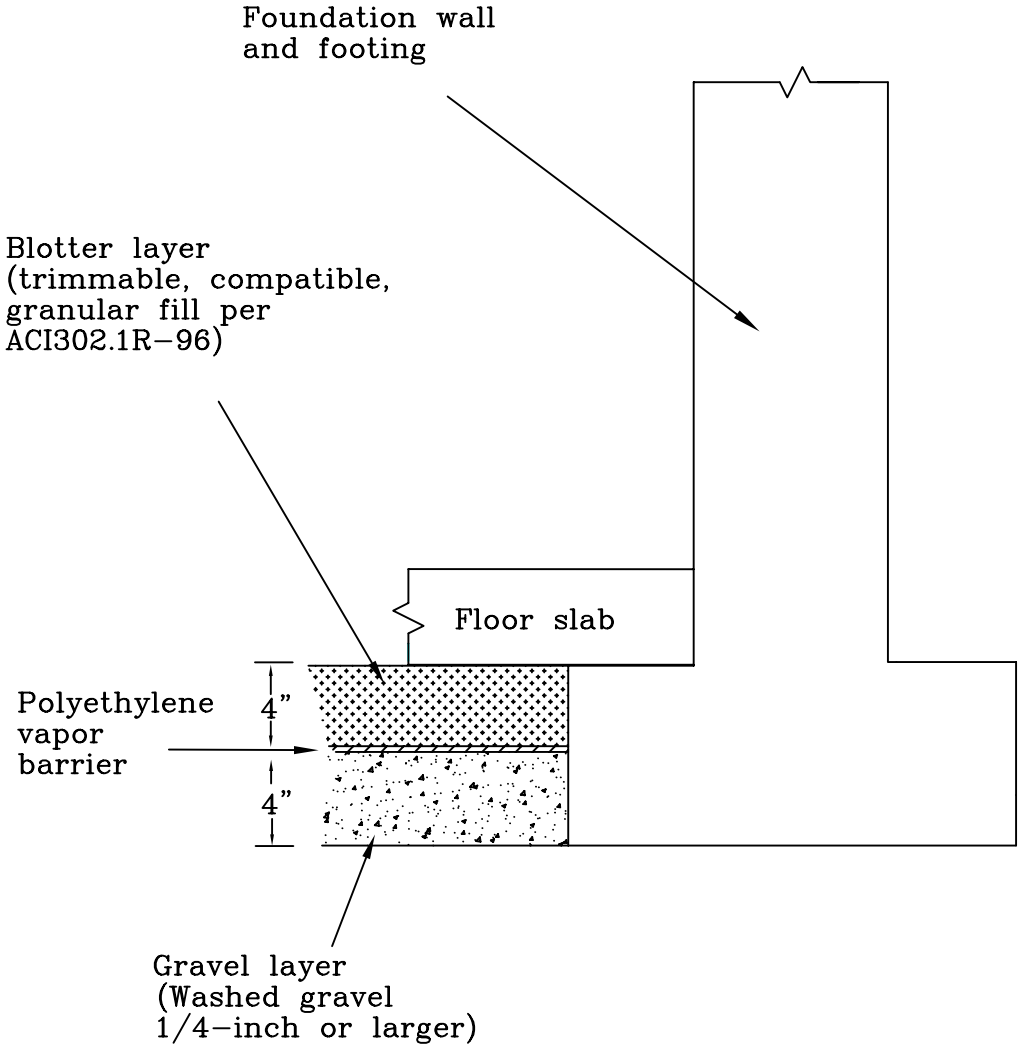
1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable, compactible, granular material may be placed over the sheeting to receive the concrete slab. This material usually consists of "crusher run material", which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of fine graded material such as crusher fines or manufactured sand may be used.

2. The blotter layer may be eliminated if the concrete is reinforced properly. The attached article entitled "Controlling Curling and Cracking in Floors to Receive Coverings" provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a structural engineer should provide it.

The Teton County Building Department also requires a ventilation system similar to that shown in Figure 5 for slab-on-grade construction in inhabited buildings. A ventilation system is not required for a deep basement or parking garage below the groundwater level.

6.6 Exterior Slabs-on-Grade

Exterior slabs (sidewalks, patios, driveways, etc.) typically sustain the greatest damage. Cracking is almost impossible to avoid, and freeze-thaw adds to the difficulty caused by soil consolidation. The fine-grained alluvium, topsoil, silt and clay fill material could potentially cause severe frost or settlement damage. The following suggestions may reduce differential movement of exterior slabs.



Schematic Drawing
Not to Scale

Geotechnical Investigation Report McCabe Property 185 North Glenwood Jackson, Wyoming	Interior Slab-on-Grade Detail	FIGURE 5

Exterior concrete slabs should be at least 4 inches thick, 6 inches if supporting vehicles. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure.

Exterior slabs placed on fine-grained soils may be very susceptible to frost heave, and any exterior flat work placed on these soils may perform poorly. Performance of the slabs may be improved by placement of at least 6 inches, preferably 12 inches, of gravel beneath the slab. Expansion joints are recommended in all concrete flatwork.

6.7 Ventilation and Radon

Teton County Building Code requires that slabs below living spaces be ventilated and sealed. Ventilation should also be provided for areas under crawl spaces. Examination of the site for potential radon levels was beyond the scope of this report. If the owner wishes to pursue this matter, we can recommend appropriate contractors.

6.8 Reinforcing, Concrete Considerations, and Utilities Testing

Footings, slabs, and foundation walls should be reinforced to resist differential movement. We strongly recommend consultation with a structural engineer to specify adequate reinforcement. Exterior concrete should contain 5% to 7% entrained air. We recommend pressure testing of water and sewer lines before backfilling.

6.9 Observation during Construction

A representative of this office should observe construction of any foundation or drainage elements recommended in this report. Site grading, foundation excavations, and soil compaction should be observed be a representative of this office. If any suspicious soils or conditions are revealed during construction, this office should be notified immediately to survey the conditions and make necessary modifications.

7.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. This report, including engineering analysis, recommendations, figures, and design details are exclusive to the referenced site. Under no circumstances shall the figures be separated from the text and used independently. Recommendations in this report are not applicable to other construction sites. These services have been performed in a manner consistent with the level of

care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. No other warranty is made or implied.

This report, including engineering analysis, recommendations, figures, and design details are exclusive to the referenced site. Under no circumstances shall the figures be separated from the text and used independently. Recommendations in this report are not applicable to other construction sites.

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APPENDIX A

BOREHOLE AND MONITORING WELL LOGS

WOMACK & ASSOCIATES, INC.
Geotechnical Engineering
Geology

P.O. Box 12650
Jackson, WY 83002
Telephone: (307) 733-7209
Fax: (307) 733-8005

TEST HOLE LOG

PROJECT NAME: McCabe Property, corner of Gill and Glenwood	DATE: 9/14/06
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-1
TEST HOLE LOCATION: Northeast corner of lot	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 27	GROUNDWATER LEVEL (ft.): 25.5	MEASURED FROM: Surface

DRILL TYPE: Sonic	HAMMER:	DRILL CO: ProSonic	DRILLER: Gabriel	LOGGED BY: cro

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-2.0ft FILL: Moist, dark brown, loose, massive, sandy GRAVEL, clasts subangular to 3" diameter					
2													
3								2.0-3.5ft FILL: Moist, dark brown to black, loose, massive, sandy (20%), angular GRAVEL to 2" diameter					
4								3.5-8.0ft ALLUVIUM: Slightly moist, brown, dense, massive, SAND (60%), and fine grained to coarse subangular GRAVEL to 2" diameter					
5													
6													
7													
8								8.0-13.0ft ALLUVIUM: Slightly moist, light brown to tan, dense, massive, sandy (30%) subrounded GRAVEL (40%) and COBBLE (30%) to 5" diameter					
9													
10													
11													
12													
13								13.0-14.0ft ALLUVIUM: Slightly moist, reddish brown, dense, soft, massive, clayey (<10%), sandy (30%) GRAVEL and COBBLE to 4" diameter					
14								14.0-17.0ft ALLUVIUM: Slightly moist, tan/reddish brown, dense, massive, sandy (30%), GRAVEL and COBBLE to 6" diameter 1/3 of which are severely weathered					
15													
16													
17								17.0-18.0ft ALLUVIUM: Slightly moist, white, dense, massive, silty sandy GRAVEL and COBBLE to 2" diameter					
18								18.0-21.0ft ALLUVIUM: Moist, reddish brown, dense, massive, sandy (20%) GRAVEL and sandstone COBBLE to 2" diameter					
19													
20													
21								21.0-22.0ft ALLUVIUM: Moist, tan, dense, massive, fine SAND (80%), medium gravel					
22								22.0-25.5ft ALLUVIUM: Moist, light brown, dense, massive, medium to coarse sand (30%), GRAVEL and COBBLE (60%) to 3" diameter					
23													
24													
25													
26								25.5-27.0ft ALLUVIUM: As above, wet					
27								Groundwater level at 25.5' on 9/20/06.					
28													
29													
30													
31													

TEST_HOLE_LOG2 REVISED MCCABE0906.GPJ WOMACK.GDT 10/18/06

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Geotechnical Engineering
Geology

P.O. Box 12650
Jackson, WY 83002
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TEST HOLE LOG

PROJECT NAME: McCabe Property, corner of Gill and Glenwood	DATE: 9/15/06
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-2
TEST HOLE LOCATION: Northwest corner of lot	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 27	GROUNDWATER LEVEL (ft.): 24.5	MEASURED FROM: Surface

DRILL TYPE: Sonic	HAMMER:	DRILL CO: ProSonic	DRILLER: Gabriel	LOGGED BY: cro

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-2.0ft FILL: Moist, dark brown, medium stiff, silty sandy angular GRAVEL to 2" diameter					
2													
3								2.0-2.6ft ALLUVIUM: Slightly moist, light brown, dense, massive, sandy GRAVEL with subrounded COBBLES to 4" diameter					
4													
5								2.6-4.7ft ALLUVIUM: Slightly moist, light brown, massive, dense, coarse sand (20%), fine grained GRAVEL (40%) and subrounded COBBLE (40%)					
6													
7								4.7-7.0ft ALLUVIUM: Slightly moist, light brown, dense, coarse sand (20%), fine grained GRAVEL (40%) and subrounded COBBLE (40%)					
8													
9								7.0-13.0ft ALLUVIUM: Slightly moist, light brown, massive, dense, sandy (20%) GRAVEL (60%) and cobbles (20%) to 4" diameter					
10													
11													
12													
13								13.0-14.0ft ALLUVIUM: Moist, brown, massive, dense, soft, clayey (5%), coarse sandy (20%), GRAVEL and subrounded COBBLE to 4" diameter					
14													
15								14.0-17.0ft ALLUVIUM: Slightly moist, tan, massive, dense, silty sandy GRAVEL and COBBLES to 3" diameter					
16													
17			19,22,19	21	80			17.0-18.5ft ALLUVIUM: Moist, light brown to brown, massive, firm, clayey coarse sandy GRAVEL with abundant 1" angular rock fragments					
18													
19								18.5-20.3ft ALLUVIUM: Moist, brown, massive, dense, clayey coarse sandy GRAVEL 1" to 2" diameter					
20													
21								20.3-23.0ft ALLUVIUM: Slightly moist, reddish brown, massive, dense, SAND (40%), subrounded GRAVEL to 2" diameter					
22													
23								23.0-24.0ft ALLUVIUM: Moist, brown, massive, dense, gravelly (20%) medium to coarse SAND					
24		D1				3							
25								24.0-25.0ft COLLUVIUM: Moist, brown with highly weathered rock fragments purple, green and red, massive, stiff to very stiff, CLAY					
26		U1											
27								25.0-27.0ft ALLUVIUM: Wet, brown, massive, dense, silty coarse SAND and fine GRAVEL					
28													
29								Groundwater level at 24.5' on 9/20/06.					
30								Completion: 4" PVC slotted pipe 17-27', 4" PVC solid pipe to surface, sand backfill 12-27', bentonite					
31													

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TEST HOLE LOG

PROJECT NAME: McCabe Property, corner of Gill and Glenwood | DATE: 9/15/06

PROJECT LOCATION: Jackson, Wyoming | HOLE NO.: BH-2

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
33								12' to surface, 6" steel flush mount cover at surface.					
34													
35													
36													
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41													
42													
43													
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Geotechnical Engineering
Geology

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Jackson, WY 83002
Telephone: (307) 733-7209
Fax: (307) 733-8005

TEST HOLE LOG

PROJECT NAME: McCabe Property, corner of Gill and Glenwood	DATE: 9/15/06
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-3
TEST HOLE LOCATION: East side of lot	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 28.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface

DRILL TYPE: Sonic	HAMMER:	DRILL CO: ProSonic	DRILLER: Gabriel	LOGGED BY: cro

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–6								0.0-1.0ft FILL: Moist, dark brown, loose to soft, clayey sandy GRAVEL and subangular COBBLE to 2" diameter 1.0-7.0ft ALLUVIUM: Slightly moist, light brown, dense, massive, sandy GRAVEL and subrounded COBBLE to 4" diameter					
7–8		D1	29,38,34	25	80			7.0-8.5ft ALLUVIUM: Slightly moist, tan to white, medium dense, massive, sandy (10%),					
9–16								8.5-17.0ft ALLUVIUM: Slightly moist, tan, dense, massive, sandy (20%) GRAVEL with cobbles to 4" diameter					
17–18		D2	32,29,28	30	100			17.0-18.5ft ALLUVIUM: Slightly moist, tan to brown, massive, dense, sandy (10%) GRAVEL, with angular clasts to 1" diameter					
19–24								18.5-25.0ft As above					
25–26								25.0-26.4ft ALLUVIUM: Moist to wet, brown, massive, stiff, sandy (10%), subrounded gravel to 1" diameter (30%), CLAY					
27–28		D3	23,34,44	53				26.4-27.0ft ALLUVIUM: Moist, brown, massive, dense, silty sandy medium GRAVEL					
29–31								27.0-28.5ft ALLUVIUM: Moist, brown, massive, dense, silty sandy GRAVEL					

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APPENDIX B

SPT BLOW COUNT ADJUSTMENTS

McCabe Property 6-Oct-06
N1(60) CALCULATION

BH #	DEPTH	N(BL/FT)*	RS**	ER	UNIT WT	AV WT	AVDEP	SWL	OB'	CN	CS	CROD	ORIGIN	TYPE	(N1)60
BH-2	17-18.5	38	1	1	135	135	18	24.5	1.22	0.91	1.00	0.6	Qc	SaGravel	21
BH-3	7-8.5	68	1	1	135	135	8	29	0.54	1.36	1	0.2667	Qc	SaGravel	25
	17-18.5	56	1	1	135	135	18	29	1.22	0.91	1.00	0.6	Qc	SaGravel	30
	27-28.5	78	1	1	135	135	28	29	1.89	0.73	1	0.9333	Qc	SaGravel	53

APPENDIX C

CONCRETE SLAB AND DRAINAGE PUBLICATIONS

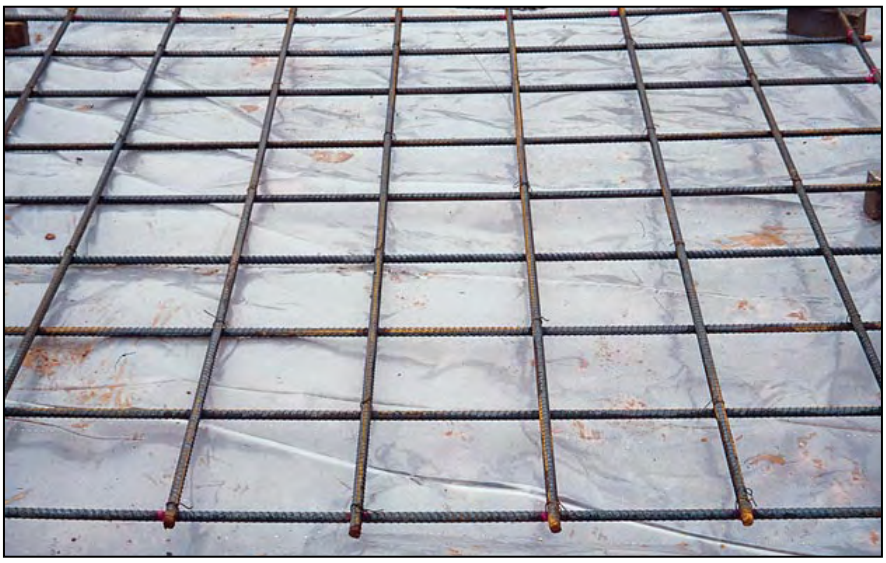
Controlling curling and cracking in floors to receive coverings

Do you worry about excessive cracking or curling in concrete floor slabs placed directly on a vapor retarder? Here are some hints on using reinforcing steel to minimize these defects and avoid floor-covering failures.

By Jerry A. Holland and Wayne Walker

Because of an increasing number of moisture-related floor-covering failures in the past several years, some designers now recommend eliminating the granular blotter layer that's often used between the concrete and the vapor retarder or vapor barrier. Though a blotter layer offers several advantages, it can hold water from many possible sources and cause problems if the floor will receive moisture-sensitive coverings such as sheet vinyl, rubber, wood or similar materials (see reference).

Many designers, however, are reluctant to place concrete directly on a vapor retarder because they fear the floor slab will curl or crack excessively. These defects also can cause floor-covering failures that, in some cases, require remedial work after the building is in service. However, with the correct positioning and amount of reinforcing steel, both curling and cracking can be controlled.



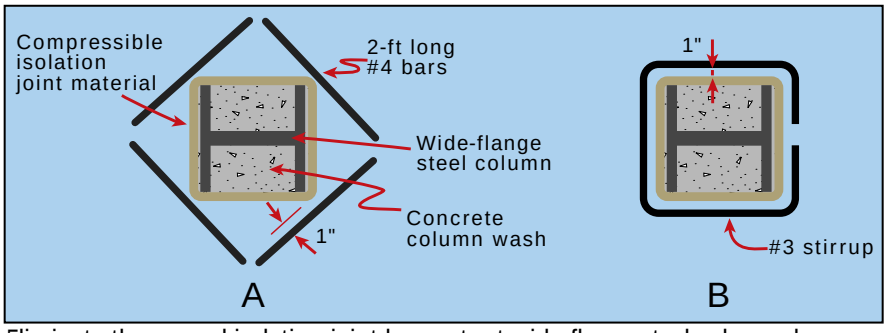
Rebar in concrete slabs placed directly on a vapor retarder help to control slab curling and cracking. Use supported deformed bars no smaller than #4, and space the bars far enough apart so workers can step between them.

Positioning is key

Cracks in a slab-on-grade floor surface are wider at the top than at the bottom. For the best crack control, then, you want the reinforcing steel to be as close to the surface as possible. And you must be able to control the location of the steel so it doesn't change during floor construction. Because of this, I prefer to use supported deformed bars no smaller than #4 instead of light-gauge mesh. Smaller-diameter bars are too limber, requiring too many bar supports, and light-gauge mesh is difficult to keep in the correct location.

For a 5-inch-thick floor slab, I prefer to use #4 bars near the top with 1 inch of clear cover, or #5 bars with 1½ inches of clear cover. For #5 bars, greater cover depth is needed to control plastic settlement cracking over the bar.

Typically, I specify #4 bars spaced 18 inches on center both ways. This amount of steel holds crack faces together tightly enough for nonrigid floor coverings by maintaining aggregate interlock and significantly reducing slab curling. In some instances, closer spacing or larger-diameter bars may be needed. Constructability becomes an issue when bar spacing is so close that workers



Eliminate the normal isolation-joint box outs at wide-flange steel columns by wrapping the column with compressible material and using 2-foot lengths of #4 bars (A) to control cracking at the reentrant corners. To speed up steel placement at the columns, have the rebar supplier fabricate continuous #3 stirrups that workers can easily bend open to fit around the column (B). In either case, the steel should be positioned with a top-and-side clear cover of 1 inch.

can't step into openings between bars. Then larger-diameter bars may be the better choice.

Eliminate joints

Because the reinforcing steel limits crack width, I prefer to eliminate contraction joints and the traditional diamond-shaped isolation joints at columns when floors will receive a covering. I suggest wrapping wide-flange steel columns for the full floor depth with ⅛- to ¼-inch-thick compressible isolation-joint material. For floors receiving coverings that won't tolerate wide cracks, such as ceramic tile, I also suggest placing four 2-foot-long #4 bars near the floor surface, with a top-and-side clear cover of 1 inch to control reentrant-corner cracking (Fig. A). As an alternative, the rebar supplier can fabricate #3 bars as a continuous stirrup that can easily be bent open so the ironworker can fit it around the column (Fig. B). This speeds placement of the steel when there are many columns to be treated. The stirrups also should have a 1-inch top-and-side clear cover.

Carpeting or other floor coverings can tolerate larger crack widths in the concrete subfloor without noticeable distress. When these coverings are used, crack-control measures at columns may not be needed. Simply wrap the columns to isolate them from the slab.

Construction considerations

Some designers use an upper and lower layer of reinforcing steel in the slab to control cracking at both the top and bottom. However, bottom-crack width doesn't affect floor-covering performance. And some of the advantages of these double layers of rebar are offset by placement difficulties; workers spreading the concrete have trouble stepping around the rebar and may displace it during concrete placement.

If the concrete is tailgated or struck off by a self-propelled laser-guided screed, ironworkers can lay out a single layer of steel on the vapor retarder and chair it up as concrete placement and strike-off proceeds. To prevent damage to the vapor retarder, workers can lay down thin sheets of plywood or several folds of plastic sheeting beneath the tires of the concrete truck or the screed. These materials are then moved back as the pour proceeds. The same procedure will help prevent damage to the vapor retarder if motorized buggies are used to place the concrete.

If the concrete is placed by pump or conveyor, all the steel can be chaired up before the pour begins, provided there's enough space between the rebar for workers' feet. If control of crack width requires rebar spacings of a foot or less both ways, I sometimes require placement of a heavy-gauge welded-wire fabric (4x4-inch spacing of 4-gauge wire) on top of the bars. Workers can easily walk on this mesh without sinking into the concrete or twisting their ankles. The closely spaced mesh wires improve crack control, and the material cost is about the same because you can reduce the rebar diameter and maintain about the same steel cross-sectional area.

Weighing the costs

Although controlling curling and cracking by using rebar in the way I've described increases project costs by requiring more than the normal amount of steel, part of this cost increase is offset by savings in other areas. You eliminate the costs associated with overexcavation to accommodate the blotter-layer thickness and for purchasing, placing and compacting the granular material used for the layer. You also save money because workers don't have to cut contraction joints and fill them with a sealant. Nor do they have to form and strip column box outs and place the in-fill concrete later.

Use of a blotter layer is still a viable alternative for controlling curling and cracking. But if the floor will receive a moisture-sensitive floor covering and the blotter layer picks up excessive moisture before, during or after floor construction, a flooring failure is likely. The cost of correcting the failure almost always will be much higher than the cost of using more reinforcing steel.

Jerry A. Holland is structural engineering consultant and Wayne Walker is senior structural engineer for Lockwood Greene Engineers Inc., Atlanta. Holland has more than 30 years of experience and Walker has 20 years of experience designing and troubleshooting concrete slabs on grade.

Reference

Bruce A. Suprenant and Ward R. Malisch, "Where to Locate the Vapor Retarder," *Concrete Construction,* May 1998, pp. 427-433.

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Where to place the vapor retarder

For slabs on grade, should the vapor retarder be located under a granular layer or directly under the concrete? Here are the pros and cons of each location.

BY BRUCE A. SUPRENANT AND WARD R. MALISCH

In the real estate industry, location is everything. The importance of location also applies to a hotly debated topic in the concrete industry—where to place the vapor retarder (or vapor barrier) for slabs on grade. Some specifiers require concrete to be placed directly on the vapor retarder, and others require placement of a granular blotter layer between the concrete and the vapor retarder. Advocates of each option argue that their preference results in a better concrete slab.

Like all engineering decisions, the location of a vapor retarder often is a compromise between minimizing water-vapor movement through the slab and providing the desired short- and long-term concrete properties. However, specifiers must consider the benefits and liabilities of the choice they make.

The case for a granular layer

Finishers prefer concrete placed on a granular base because the base absorbs mix water, shortens the bleeding period and allows floating to start earlier. Australian researchers noted that 4½-inch-slump concrete placed on a granular base lost its bleedwater sheen about two hours faster than the same concrete placed directly on a vapor barrier (Ref. 1).

Base conditions also affect concrete stiffening. In tests performed by The Aberdeen Group, 2½-inch-slump concrete was used for two 4x4-foot, 4-inch-thick slabs. One slab was placed directly on a vapor retarder and the other on a crushed-stone base. Technicians periodically set a steel-shot-filled rubber boot weighing 75 pounds on the surface and measured the footprint indentation (Fig. 1). Concrete on the stone base had stiffened enough after 90 minutes to allow a ¼-inch footprint

Figure 1. Concrete is generally considered to be ready for floating when finishers leave a ¼-inch-deep footprint in the surface. Using a boot filled with steel shot (inset) to produce footprints, we found that 2½-inch-slump concrete placed on a stone base was ready for floating about 45 minutes earlier than the same concrete placed directly on a vapor retarder.

indentation, an indication that floating could begin. Concrete placed directly on the vapor retarder required 45 more minutes of stiffening time before it was ready for floating.

Specifiers who require a granular blotter layer cite additional benefits, saying there is less chance of :

- Puncturing the vapor retarder
- Surface blistering or delaminations caused by an extended bleeding period
- Settlement cracking over reinforcing steel
- Slab curling during drying
- Cracking caused by plastic or drying shrinkage

Many specifiers recommend a 3- or 4-inch-thick layer of trimmable, compactible, self-draining granular fill for the blotter layer. Although concrete sand is sometimes recommended, it doesn't provide a stable working platform. Concrete placement and workers walking on the sand can disturb the surface enough to cause irregular floor thickness and create sand lenses in the concrete.

The case for placing concrete on a vapor retarder

Floor-covering contractors prefer to install their products on concrete slabs that are placed directly on a vapor retarder. If the vapor retarder effectively reduces moisture inflow from external sources, only water in the concrete pores must exit the slab. They believe the often-required vapor-emission rate of 3 pounds/1,000 square feet/24 hours is achieved faster under these conditions. They also believe the uncovered vapor retarder acts as a slip sheet, reducing slab restraint and thus reducing random cracking.

Placing concrete directly on a vapor retarder also eliminates a potential water reservoir that's created when using a blotter layer. Because more subgrade soil must be removed to accommodate the additional 3- to 4-inch-thick blotter layer, the layer is more likely to be placed below finished-grade level, thus increasing the chance of its holding water.

Specifiers who require concrete to be placed directly on the vapor retarder cite these additional advantages:

- Reduced costs because of less excavation and no need for additional granular material
- Better curing of the slab bottom, since the vapor retarder minimizes moisture loss
- Less chance of floor moisture problems caused by water being trapped in the granular layer
- Less radon-gas infiltration

These specifiers recommend using a low water-cement-ratio concrete and water-reducing admixtures to reduce bleeding, shrinkage and curling of concrete placed directly on the vapor retarder. They believe the higher-quality concrete and better curing reduces cracking and produces a better floor.

Table 1. Amount of water in granular layer per 1,000 square feet of floor*

Layer thickness	Water absorbed	Water in voids	Total water
2 in.	220 lbs	2,080 lbs	2,300 lbs
3 in.	330 lbs	3,120 lbs	3,450 lbs
4 in.	440 lbs	4,160 lbs	4,600 lbs

*Well-graded, compactible granular-base material with assumed density of 130 pounds per cubic foot, 1% absorption capacity and 20% voids. A 7% to 8% moisture content would normally be needed to achieve the compaction density typically required.

Granular layer as a water reservoir

When a low-permeability floor covering will be installed on a concrete floor, special care is needed during construction to control moisture content of the subgrade, subbase or granular layer (if used over the vapor retarder). It's best to place the floor after the building is enclosed and the roof is watertight. On many projects, however, this isn't possible, and the granular layer can become a water reservoir.

Water sources and access points. To provide unrestricted floor access for construction activities such as tilt-up panel forming and casting, columns sometimes aren't erected and column blockouts aren't filled until months after floor placement. But rainwater can enter column blockouts that are left open. It can also penetrate joints and cracks, utility penetrations or open closure strips, and increase the moisture content of the subgrade, capillary break or granular layer.

Excessive sprinkling of a granular layer before concrete placement can create a moisture reservoir that will delay drying of the concrete floor. ACI 302.1R-96 (Ref. 2) recommends that the base be dry at the time of concreting unless severe drying conditions exist.

Wet-curing methods such as ponding or continuous sprinkling allow water to enter joints, cracks and other openings, again contributing to a higher than necessary moisture content beneath the floor slab.

Water from construction operations on a newly placed slab also can increase the granular-layer moisture content by entering joints, cracks or slab openings. Such operations include joint sawing, abrasive wet blasting or wet grinding, which may be needed to achieve a flatter floor profile. Sometimes power washing is used to clean debris or other contaminants from the floor.

Most slabs are constructed using a strip-placement sequence that leaves the granular layer exposed to rainwater in uncompleted portions of

the slab. Rollings (Ref. 3) determined that a tile-floor failure was caused by rainwater accumulating in a 3-inch-thick sand layer placed between a 5-inch-thick concrete slab and a polyethylene vapor retarder. One portion of the slab had been left uncompleted for an extended period, exposing the sand layer to prolonged rain and turning it into a reservoir of trapped water.

Water capacity of the granular layer. Table 1 shows the maximum amount of water that can be held in a layer of well-graded, compactible granular-base-course material of various thicknesses. If the floor concrete contained 250 pounds of mix water per cubic yard, 1,000 square feet of 6-inch-thick floor would contain 4,630 pounds of mix water. As shown in Table 1, a 4-inch-thick granular layer under the floor can contain about the same amount of water. And if sand or other high-void-content granular materials are used, the water capacity is much higher.

If the 250 pounds of mix water are used in concrete with a water-cement ratio of 0.50, about 100 pounds of the water will be free water that must evaporate as the floor dries (Ref. 4). Thus a 6-inch-thick, 1,000-square-foot floor slab would hold 1,850 pounds of free (evaporable) water.

Based on Brewer's work (Ref. 5), it would take about 82 days, or roughly three months, for enough free water to evaporate and produce a water-vapor emission rate of 3 lbs/1,000 sf/24 hours. A saturated 2-inch-thick granular layer would need to lose as much water as the concrete. And the water in the layer must move through the concrete. Thus it's likely that a 2-inch-thick saturated, well-graded granular layer could double the time required for the slab vapor-emission rate to reach 3 lbs/1,000 sf/ 24 hrs. It could even prevent the slab from ever reaching that emission rate.

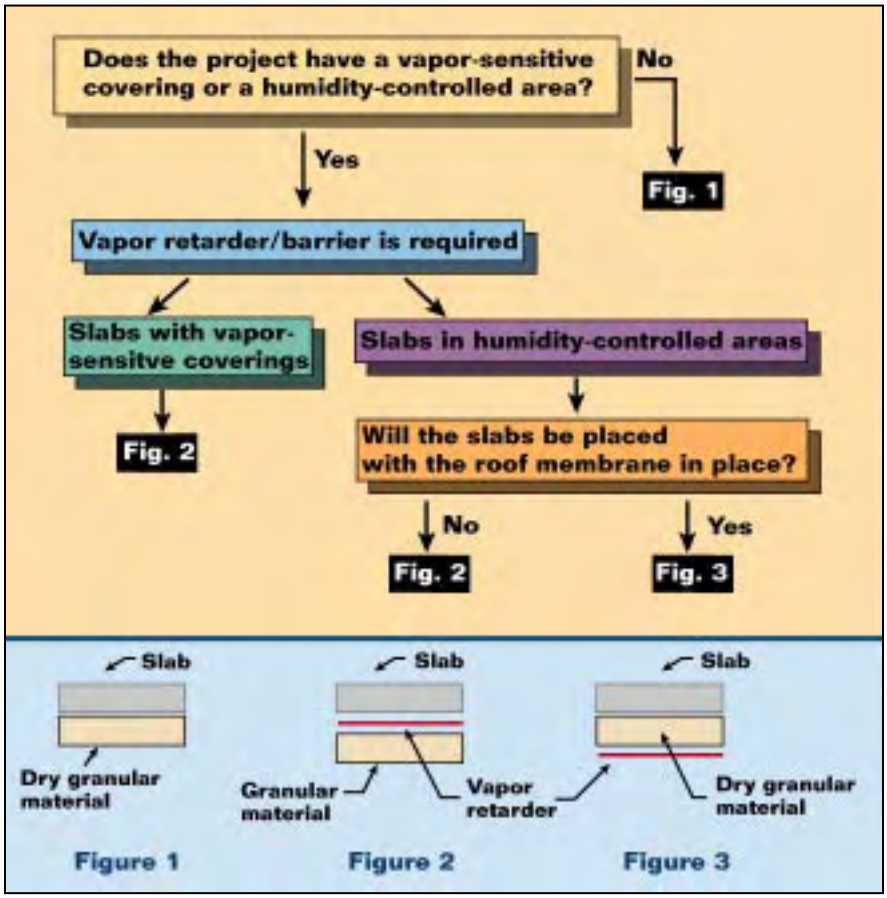

Figure 2. This flow chart helps designers decide if a vapor retarder or barrier is needed and where it should be placed.

Weighing the alternatives

Consulting engineers Jerry Holland and Wayne Walker, Lockwood-Greene Engineers, Atlanta, have developed a flow chart to help designers decide if a vapor retarder is required and, if so, where to place it (Fig. 2).

The chart gives designers the following three options based on the floor's in-service environment and the presence or absence of a vapor-sensitive floor covering:

- Use no vapor retarder
- Use a vapor retarder directly below the slab
- Sandwich a granular layer between the vapor retarder and the slab

ACI Committee 360 is considering inclusion of the flow chart in ACI 360R, *Design of Slabs on Grade*. Because curling is a major concern when concrete is placed directly on the vapor retarder or barrier, notes in the flow chart will provide suggested design options for minimizing curling effects.

Establishing responsibility for moisture-related floor problems

Consider the following scenario based on a concrete subcontractor's actual experience. The subcontractor places and finishes a concrete floor. Flatness and levelness measurements show specification compliance, and test reports indicate the 28-day compressive strength is acceptable. He leaves the job and submits his bill.

Two months later, he's called back by the general contractor. Rainwater has penetrated the slab, which has curled. The floor-covering contractor is concerned about high water-vapor emission rates, and the general contractor worries that the required slab drying time will delay project completion.

The concrete subcontractor is being held responsible for:

- Curling, even though floor flatness met specifications when measured within 72 hours after concrete placement as required by ACI 117-90, *Standard Specification for Tolerances for Concrete Construction and Materials*
- Protecting the slab from external moisture, even though he has completed all the concrete work and is no longer at the site
- Water-vapor emissions from the slab, even though the general contractor followed specification requirements by placing a granular layer over a vapor retarder
- Delays in completion of the project due to these problems

Sound familiar? On this project, the floor contractor returned at his own expense to grind the slabs and minimize curl. Luckily, he was able to convince the design team that the other issues were not his responsibility.

All of these issues should be resolved with the general contractor, design team and owner *before* the slab is placed. Concrete subcontractors should be held responsible for flatness and levelness within the time frame designated by ACI tolerance standards, but not longer. General contractors should be responsible for protecting the slab from external moisture. Only they can coordinate and direct the services of the roofer, excavator and other subcontractors who can help to minimize moisture infiltration. And, unlike the concrete subcontractor, the general is on the project from start to finish.

Concrete subcontractors need to resolve these issues at prepour planning meetings. If they don't, they had better be prepared for the phone call telling them they're responsible for fixing problems caused by rainwater infiltration. To avoid that call, add the items discussed here to your prepour conference checklist.

Editor's note

Discussions, pro and con, for differing vapor-retarder installation options are also given in ASTM E 1643, *Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.*

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Don't use loose sand under concrete slabs

A thin, loose sand layer reduces subgrade support, which can lead to increased slab cracking and poor joint performance

BY BRUCE A. SUPRENANT AND WARD R. MALISCH

Over the past five years, we've received phone calls from contractors who had built floors under which the specifier required a thin sand layer, with no compaction requirement for the sand. The contractors had been called back to repair cracks and joints 6 to 24 months after the slab was placed. The cracks didn't appear to be caused by drying shrinkage, and the joints were showing more than normal deterioration. The problems occurred primarily in slabs subjected to forklift traffic.

The contractors were being held responsible for the repair costs, and they asked, "Is it possible that the sand layer reduces subgrade or subbase support, causing cracking and poor joint performance, especially under repeated loading such as forklift traffic?"

Figure 1. A technician applies load to a compacted soil specimen in a CBR mold. Specimens were loaded with and without sand layers to determine the effect of differing sand-layer thicknesses.

Table 1 Soil sample properties

Soil sample	Dry density (pcf)/moisture content (%)			Compaction test (standard Proctor)	Soil
	No sand	1-in. sand	2-in. sand	Density/moisture	classification
1A	100.1/19.2	99.8/19.6	100.6/19.0	104.9 pcf/19.5%	SC: A-6(5)
1B	100.1/19.7	99.7/19.8	99.8/19.6		
2A	109.5/14.5	109.5/14.5	109.8/14.4	115.0 pcf/14.7%	SC: A-6(3)
2B	109.3/14.6	109.5/14.6	109.4/14.7		
3A	125.4/8.9	125.1/9.1	125.7/9.1	131.9 pcf/9.1%	SC: A-2-4(0)
3B	125.2/9.0	125.1/9.2	125.3/9.0		

The soil is a sand with silty clay and a trace of gravel. The SC is a sand-plastic fines soil classification based on the Unified Soil Classification System. The A-soil classification system is based on the AASHTO soil classification system.

We developed a testing program to gather data that could help answer this question.

Testing subgrade support

To assess the effect of a thin, loose sand layer on subgrade support, we performed duplicate California Bearing Ratio tests (see "What's a CBR Test") using three soil samples with varying dry densities. Each test specimen was tested with no sand, a 1-inch sand layer and a 2-inch sand layer. In addition, we placed 1- and 2-inch sand layers over a steel base and tested that combination to show how the sand would affect subgrade support over a very stiff base.

To start the test, a technician placed the soil into a 6-inch-diameter cylinder mold and compacted it. After compaction, he removed the top extension collar and trimmed the soil to a 4½-inch height. He then inverted the mold and added a 10-pound surcharge weight to the top surface. Consisting of steel discs with holes in the center to accom-

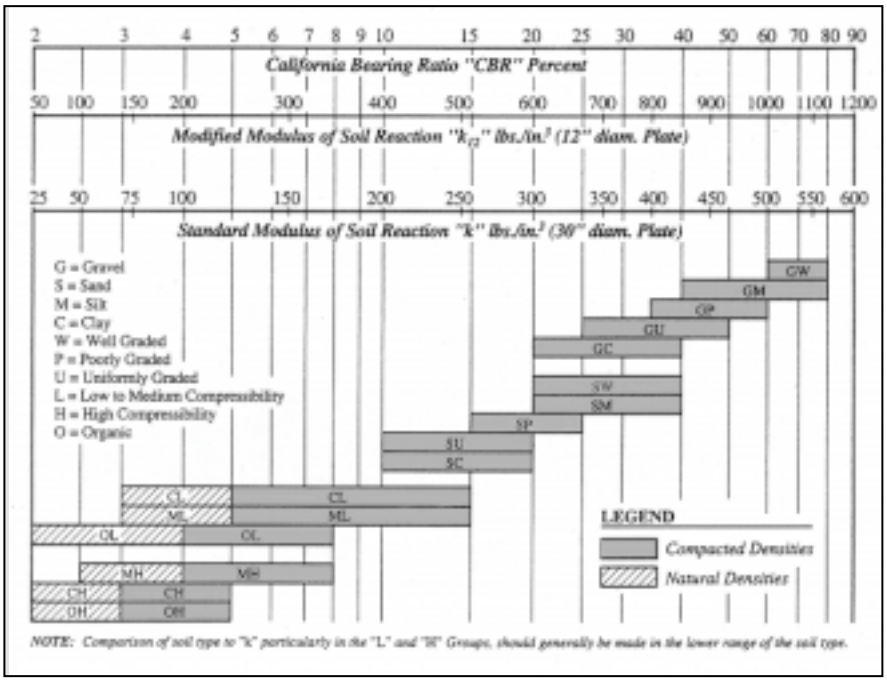

Figure 2. Interrelationships of CBR, k-values and soil classification (from Ref. 2).

Table 2 Effect of a sand layer on measured CBR

Soil sample	No sand	CBR value, % 1-in. sand	2-in. sand
1A	4.0	2.6	1.0
1B	4.0	3.1	2.1
Average	4.0	2.9	1.6
% of no-sand value	100	73	40
2A	8.1	6.3	4.9
2B	8.0	5.6	3.9
Average	8.1	6.0	4.4
% of no-sand value	100	74	54
3A	11.4	4.6	2.5
3B	11.5	4.8	2.6
Average	11.5	4.7	2.6
% of no-sand value	100	41	23
Steel base - A	100*	5.2	2.5
Steel base - B	100	4.9	2.6
Average	100	5.1	2.6
% of no-sand value	100	5.1	2.6

** Not tested; maximum CBR is 100.*

What's a CBR test?

The California Bearing Ratio test, described in ASTM D 1883 (Ref. 1), is a penetration test commonly used to evaluate the potential strength of subgrade, subbase and base course material. To perform the test, a technician uses a cylindrical piston with a 3-square-inch cross section to penetrate the soil at a rate of 0.05 inch per minute. At each 0.1 inch penetration up to 0.5 inch, the technician records the stress needed to push the piston into the soil. The CBR value is the ratio of this stress at different penetration levels to the bearing value of a standard crushed rock. In most cases, CBR decreases as the penetration increases, so the ratio at 0.1-inch penetration is used as the recorded CBR value. Sometimes designers use this value to choose an appropriate slab thickness for anticipated loadings.

modate the piston, the surcharge weight is nearly equivalent to that of a 4½-inch-thick concrete slab. At this point in the test, it's possible to include a four-day wet soaking period. However, we omitted this step since we weren't interested in the CBR of a wet subgrade.

The soil specimen contained in the mold and loaded by the surcharge weights was placed in a testing machine (Fig. 1) that applied load to the piston. A technician measured load and piston penetration distances and used the resulting stress-vs.-penetration curve to compute the CBR values.

To measure the sand-layer effect, the technician placed loose concrete sand in the mold to completely and uniformly cover the compacted subgrade to a depth of 1 or 2 inches. For the steel base used to simulate a stiff base, the technician placed loose sand over the base and added the surcharge weights before applying load to the piston.

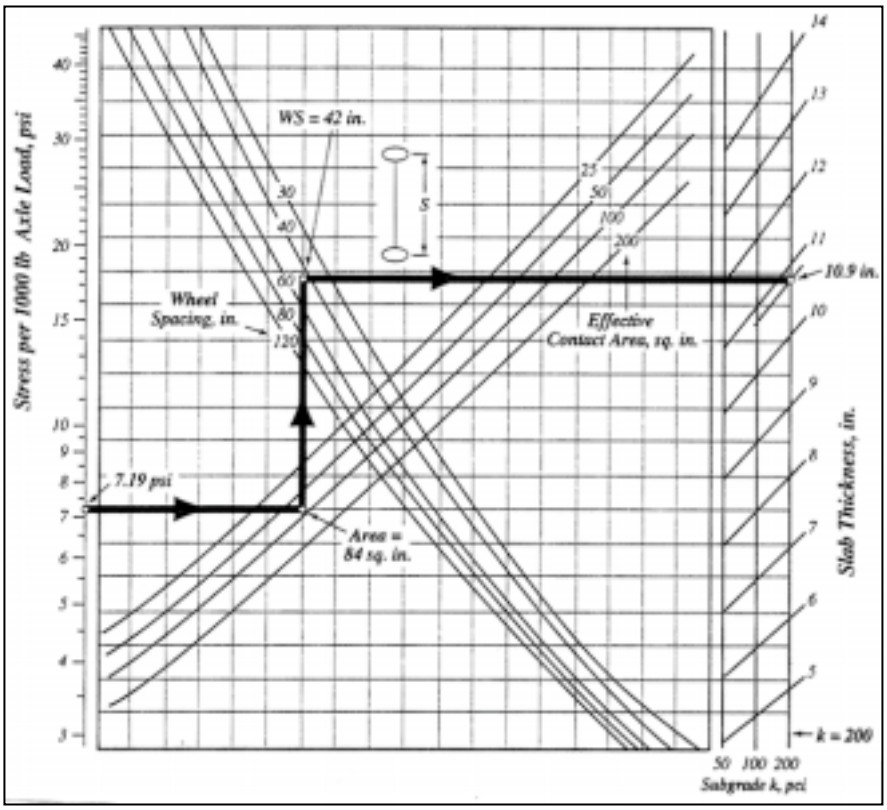

Figure 3. The example in this chart shows that decreasing the k-value from 200 to 50 increases the required slab thickness about an inch. For lighter loadings that yield a thinner slab, the same k-value reduction would still increase thickness about an inch.

Table 3 Effect of sand layer on k-values*

Soil sample	No sand	1-in. sand	2-in. sand
1A	100	50	10**
1B	100	75	25
Average	100	63	18**
% of no-sand value	100	63	18
2A	175	145	125
2B	175	135	100
Average	175	140	113
% of no-sand value	100	80	64
3A	210	125	50
3B	210	125	50
Average	210	125	50
% of no-sand value	100	60	24
Steel base - A	650**	125	50
Steel base - B	650	125	50
Average	650	125	50
% of no-sand value	100	19	8

The k-value is a modulus of soil reaction in lbs/in.^{3} for a 30-inch-diameter plate and was estimated using the CBR values shown in Table 2.

*** Off the chart. In Figure 2, minimum k-value is 25 and maximum is 600. Since a CBR of 100 is possible, a k-value of 650 was estimated.*

The density and moisture content of the compacted specimens also were determined. A comparison of standard Proctor dry-density values shown in Table 1 with the dry densities of the soil samples, also given in the table, shows that all the CBR specimens reached about 95% compaction. Great care was exercised in making sure that the compacted density for a set of specimens was essentially the same. Thus, any measured changes in CBR value would be the result of the presence of a sand layer and not a change in specimen density.

For all the soil samples tested, CBR values decreased dramatically when a thin layer of loose sand was placed over the compacted sample

(Table 2). The decrease was especially large for the sand layer placed over the steel base. For soil sample No. 1 (lowest density), the 1-inch and 2-inch sand layers decreased CBR values to 73% and 40% of the original values, respectively. For sample No. 3 (highest density), the CBR decreases were to 41% and 23% of the original values.

The CBR values for sand layers placed over a steel base provided an interesting comparison. Percentage loss in CBR was very high, but the raw CBR values appear to show that the highest-density soil provided almost as stiff a base as the steel when a sand layer was added. The CBR values for the lowest-density soil with a sand layer are lower, which is understandable given the weaker subgrade support. The CBR values for soil sample No. 2 don't follow this pattern, and we don't know whether this was the result of soil or sand variability or the variability of the test itself. The steel-base values do seem to indicate that if a designer uses a sand layer, the maximum CBR values he could reasonably expect to attain are about 5 and 2.5 for a 1- or 2-inch-thick layer, respectively.

Slab design: Using loose sand requires more concrete

CBR values are sometimes used by floor designers to estimate the modulus of soil reaction (lbs/in.^{3}), or k-value. Using Figure 2, we converted the CBR values from our study to k-values, as shown in Table 3. The k-values are used in slab-thickness design charts to represent the support of the underlying subgrade-subbase combination.

Figure 3 is a design chart from the Portland Cement Association's commonly used slab-on-grade design method. As Table 3 shows, the estimated k-value for soil sample No. 3 decreased from 210 to 50 when a 2-inch sand layer was used. The example problem shown on the chart illustrates the effect of this decrease. For a k of 200, the design slab thickness is about 11 inches, but for a k of 50 it increases to 12 inches (see Reference 3 for the complete example). For lighter loadings that yield thinner slabs, required thickness would still increase by about an inch for a k-value decrease from 200 to 50. For soil sample No. 1, the average k-value with a 2-inch sand layer is 18, which is lower than the lowest value (50) on the design chart.

What's the significance of an extra inch of concrete floor thickness? A value-engineering audit for a floor design sometimes results in slab-thickness decreases as small as ½ inch. Increasing the thickness of a 100,000-square-foot warehouse floor slab by 1 inch would cost about $20,000. The cost of the extra concrete (more than 300 cubic yards) would be about equal to what the concrete floor contractor would be paid for placing and finishing.

What happens if the concrete slab is designed without considering the effect of the sand layer? Based on the design charts and other information (Refs. 2 and 3) for the example shown in Figure 3, the use of a loose sand layer that decreases the k-value from 200 to 50 would result in:

- A flexural stress increase of 25%
- A safety factor decrease from 2.0

Reasons to avoid using sand

There are many reasons for not placing a sand layer under a concrete slab (Ref. 1). These include difficulty in:

- Maintaining a flat, level sand surface during concrete placement
- Maintaining the specified reinforcing steel or dowel basket elevation due to sinking chair supports
- Producing a uniform slab thickness due to shifting sand displaced by concrete

In addition, one engineer (Ref. 2) has linked a sand layer to poor joint performance. He found that under forklift traffic, shifting sand beneath the joint resulted in reduced load-transfer efficiency across the joint. This was especially true at joints where aggregate interlock was the only means of load transfer.

ACI 302.1R-96 (Ref. 3) also discourages the use of a sand layer: "Base material should be a compactible, easy-to-trim, granular fill that will remain stable and support construction traffic. The use of so-called cushion sand or clean sand with uniform particle size, such as concrete sand meeting ASTM C 33, will not be adequate. This type of sand will be difficult, if not impossible, to compact and maintain until concrete placement is complete."

In revising its "Concrete In Practice" series, the National Ready Mixed Concrete Association is eliminating references to a sand layer and using ACI 302 terminology for base material. But specifiers still call for sand cushions, and some articles and publications still suggest using a sand layer under a concrete slab (Refs. 4 and 5).

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5. Gregory Dobson, "Concrete Floor Slabs: Recognizing Problems Before They Happen," *Concrete International*, June 1995, p. 46.

to 1.6

- An actual flexural stress that exceeds the fatigue limit, meaning that floor failure would now be determined by load repetitions rather than maximum load
- Failure at 14,000 load repetitions, though the floor was designed for an unlimited number of load repetitions

When specifiers require contractors to place concrete over a sand layer, the contractors don't know if the designer has increased the slab thickness to account for the weaker sand-layer support shown by our data. If the slab thickness wasn't increased, more later-age cracking and poorer joint performance may result, especially for slabs subjected to heavy construction loads, such as cranes or concrete trucks.

There are many good reasons for not using a sand layer under a concrete slab (see sidebar). If specifications call for a sand layer, contractors should discuss the implications with the architect and engineer before the project begins, and request that the sand layer be replaced with a compactible stone base. Based on our data, repair costs for slabs placed on thicker sand layers shouldn't necessarily be borne by the contractor.

References

1. ASTM D 1883-92 "Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils," ASTM, West Conshohocken, Pa., 1992.

2. Boyd C. Ringo and Robert B. Andersen, *Designing Floor Slabs on Grade,* 2nd ed., The Aberdeen Group, 1996.

3. ACI 360R-92, "Design of Slabs on Grade," American Concrete Institute, Farmington Hills, Mich., 1997.

Acknowledgment

All of the laboratory work for this investigation was carried out by Blair G. Peterson, senior engineering technician, CTC-Geotek, Denver. We appreciate Blair's conscientious attention to detail while conducting the tests.

Publication #C99C0223

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APPENDIX B

2018 Borehole Logs

Jorgensen Geotechnical
Jackson, WY 83001
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: 165 North Glenwood - Bear Development	DATE: 11/08/2018
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: JG-18-1/MW-1
TEST HOLE LOCATION: See Site Map	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 31.5	GROUNDWATER LEVEL (ft.): N/A	MEASURED FROM: G.S
DRILL TYPE: Simco 2800HS	HAMMER: Rope and Cathead	DRILL CO: LK Drilling	DRILLER: Steve / LOGGED BY: hc

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1, 2								0.0-4.5ft SILT with sand - [FILL]					
3, 4		D1	4,3,1	2	27%			2.5ft SILT with sand: Dry to slightly moist, reddish to light brown, very loose, intact, 70-75% silt, 25-30% sand, occasional subrounded gravel to 3/4" in diameter, stone in shoe [FILL]					
5, 6, 7		D2	2,3,3	6	20%			4.5-14.5ft Clayey GRAVEL with sand - [ALLUVIAL FAN] 5.0ft Clayey GRAVEL with sand: Slightly moist, brown to dark brown, loose, intact, 35-40% clay, 60-65% fine gravel and sand, occasional subrounded and subangular pinkish to light brown gravel to 1" in diameter, stone in shoe, no HCL reaction on stones [ALLUVIAL FAN/FILL]					
8, 9		D3	3,7,20	24	40%			7.5ft Clayey GRAVEL with sand: Dry to slightly moist, light brown to greyish brown, medium dense, intact, shattered 55-60% subangular gravel, sand matrix with 5-10% clay, matrix reaction to HCL, stone in shoe [ALLUVIAL FAN]					
10, 11, 12		D4	23,22,25	29	60%			10.0ft Clayey GRAVEL with sand: Dry, white rock dust from gravel/cobble, brown to dark brown matrix, dense, intact, dark grey and white shattered gravel/cobble, clayey matrix with sand and fine gravel, occasional orange gravel [ALLUVIAL FAN]					
13, 14		D5	22,18,42	53	73%			12.5ft Clayey GRAVEL with sand: As above, very dense - split spoon bouncing during sampling					
15, 16, 17		D6	31,35,50 for 4"	50+	30%			14.5-17.0ft GRAVEL - [ALLUVIAL FAN] 15.0ft GRAVEL: Dry, white rock dust from gravel/cobble, very dense, intact, dark grey and white gravel/cobble, very little dark brown matrix clay and sand [ALLUVIAL FAN]					
18, 19		D7	15,50 for 5"	50+	42%			17.0-31.5ft Clayey GRAVEL with sand - [ALLUVIAL FAN] 17.5ft Clayey GRAVEL with sand: Moist, brown, very dense, intact, 25-30% clay, 25-30% sand, 35-40% subrounded gravel to 1/2 inch in diameter, appears to be matrix of above material [ALLUVIAL FAN]					

TEST HOLE LOG JORGENSEN GEO 20181108_HC LOGS.GPJ JORGENSEN GEO 08-2015.GDT 11/27/18

Jorgensen Geotechnical
Jackson, WY 83001
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: 165 North Glenwood - Bear Development | DATE: 11/08/2018

PROJECT LOCATION: Jackson, Wyoming | HOLE NO.: JG-18-1/MW-1

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
21		D8	20,27,13	22	73%			20.0ft Clayey GRAVEL with sand: Slightly moist to moist, brown, medium dense, intact, 25-30% silt and clay, 20-25% sand, 50-55% subrounded and rounded white, pink, and yellowish brown intact and shattered gravels [ALLUVIAL FAN]					
22													
23		D9	31,46,50 for 4"	50+	31%			22.5ft Clayey GRAVEL with sand: As above, very dense					
24													
25		D10	50 for 3"	50+	62%			25.0ft NO RECOVERY					
26													
27													
28													
29													
30													
31		D12	13,22,26	37	80%			30.0ft Clayey GRAVEL with sand: Moist to very moist, brown, dense, intact, 20-25% clay, 30-35% sand, 35-40% subrounded to subangular dark and light grey shattered and intact gravels [ALLUVIAL FAN]					
32								Notes: Stopped at request Monitoring well installed to 30 feet bgs 15 feet of 2' slotted pvc with 15 feet of solid 2' pvs Backfilled with silica sand to 15 feet bgs Backfilled with cutting to 5 feet bgs Capped with 5 feet of bentonite chips Covered with 8-inch flush mount vault					
33													
34													
35													
36													
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40													
41													
42													
43													

TEST HOLE LOG JORGENSEN GEO 20181108_HC LOGS.GPJ JORGENSEN GEO 08-2015.GDT 11/27/18

Jorgensen Geotechnical
Jackson, WY 83001
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: 165 North Glenwood - Bear Development	DATE: 10/10/2018
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: JG-18-2
TEST HOLE LOCATION: See Site Map	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 33	GROUNDWATER LEVEL (ft.): N/A	MEASURED FROM: G.S
DRILL TYPE: Simco 2800HS	HAMMER: Rope and Cathead	DRILL CO: LK Drilling	DRILLER: Steve	LOGGED BY: hc

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1, 2								0.0-4.5ft Silty GRAVEL with sand - FILL					
3, 4		D1	5,14,18	35	37%			2.5ft Silty GRAVEL with sand: Dry to slightly moist, light to tannish brown, dense, intact, 55-60% shattered gravels, sandy matrix with some light brown subrounded intact gravels, stone in shoe [FILL]					
5, 6		D2	43,15,13	26	60%			4.5-29.5ft Clayey GRAVEL with sand - ALLUVIAL FAN 5.0ft Clayey GRAVEL with sand: Dry, light to yellowish brown, medium dense, intact, 80-85% shattered light brown and yellowish brown gravels, 5-10% clay, 10-15 sand, stone in shoe [ALLUVIAL FAN]					
7, 8, 9		D3	15,21,23	40	80%			7.5ft Clayey GRAVEL with sand: Moist, light to dark brown, dense, intact, 60-65% shattered and intact subrounded dark grey, light brown, and yellowish brown gravels, 35-4% dark brown sandy clay matrix [ALLUVIAL FAN]					
10, 11, 12		D4	25,43,41	69	80%			10.0ft Clayey GRAVEL with sand: As above - Very dense					
13, 14		D5	18,14,7	12	80%			12.5ft Clayey GRAVEL with sand: Very moist, brown to dark brown, medium dense, intact, 40-45% brown sandy matrix with clay, 55-60% intact rounded and subrounded gravels [ALLUVIAL FAN]					
15, 16, 17		D6	22,18,30	40	87%			15.0ft Clayey GRAVEL with sand: As above - Dense with slightly more shattered gravels					
18, 19		D7	13,20,32	42	87%			17.5ft Clayey GRAVEL with sand: Very moist, brown to dark brown, medium dense, intact, 40-45% brown sandy matrix with clay, 55-60% intact and shattered, yellow and orange, rounded and subrounded gravels [ALLUVIAL FAN]					

TEST HOLE LOG JORGENSEN GEO 20181108_HC LOGS.GPJ JORGENSEN GEO 08-2015.GDT 11/27/18

Jorgensen Geotechnical
Jackson, WY 83001
Telephone: 307-733-5150
Fax: 307-733-5187

TEST HOLE LOG

PROJECT NAME: 165 North Glenwood - Bear Development | DATE: 10/10/2018

PROJECT LOCATION: Jackson, Wyoming | HOLE NO.: JG-18-2

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
21		D8	12,17,22	33	60%			20.0ft Clayey GRAVEL with sand: As above - With large shattered stone in bottom 0.4 feet of sample					
22													
23		D9	17,28,30	47	87%			22.5ft Clayey GRAVEL with sand: Moist, brown, dense, intact, 35-40% clay matrix with some ~5% sand, 60-65% shattered and intact, subangular to rounded red, yellow, white, and dark grey gravels [ALLUVIAL FAN]					
24													
25								25.0ft Clayey GRAVEL with sand: Moist, greyish brown to brownm, medium dense, intact, shattered orangish and grey gravels with sand matrix ~10-15% clay [ALLUVIAL FAN]					
26		D10	28,40,18	28	73%								
27													
28		D11	47,50 for 5.5"	50+	53%			27.5ft Clayey GRAVEL with sand: As above - Very dense					
29													
30		D12	10,4,7	8	93%			29.5-33.0ft Lean CLAY - ALLUVIAL FAN 30.0ft Moist, greyish to orangish brown, medium stiff, massive, clay with trace sand [ALLUVIAL FAN]					
31													
32		U1			100%			NOTES: Stopped at request No groundwater encountered at time of investigation Backfilled with cuttings					
33													
34													
35													
36													
37													
38													
39													
40													
41													
42													
43													

TEST HOLE LOG JORGENSEN GEO 20181108_HC LOGS.GPJ JORGENSEN GEO 08-2015.GDT 11/27/18

APPENDIX C

USGS Seismic Design Maps
Summary and Detailed Reports

USGS Design Maps Summary Report

User–Specified Input

Report Title Bear Development
Tue November 27, 2018 22:38:42 UTC

Building Code Reference Document 2012/2015 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 43.4815°N, 110.7641°W

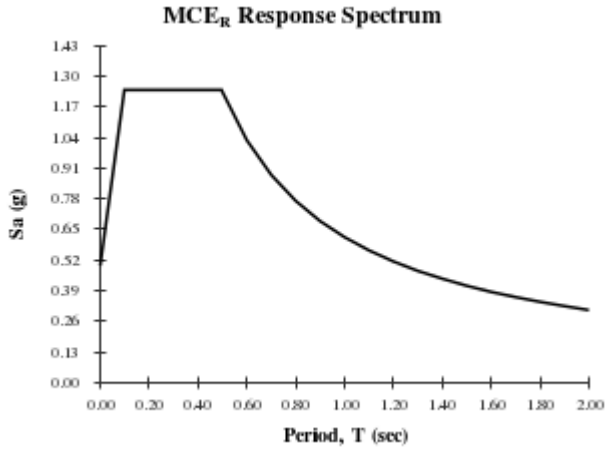
Site Soil Classification Site Class D – "Stiff Soil"

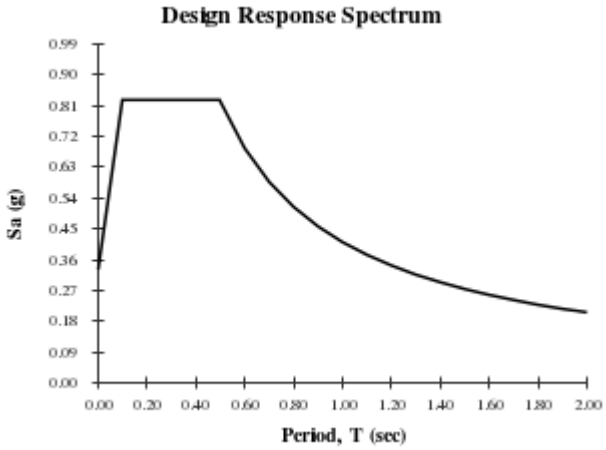
Risk Category I/II/III

USGS–Provided Output

S_S =	1.232 g	S_{MS} =	1.241 g	S_{DS} =	0.827 g
S_1 =	0.373 g	S_{M1} =	0.617 g	S_{D1} =	0.411 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.





Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

USGS Design Maps Detailed Report

2012/2015 International Building Code (43.4815°N, 110.7641°W)

Site Class D – "Stiff Soil", Risk Category I/II/III

Section 1613.3.1 — Mapped acceleration parameters

Note: Ground motion values provided below are for the direction of maximum horizontal spectral response acceleration. They have been converted from corresponding geometric mean ground motions computed by the USGS by applying factors of 1.1 (to obtain S_S) and 1.3 (to obtain S_1). Maps in the 2012/2015 International Building Code are provided for Site Class B. Adjustments for other Site Classes are made, as needed, in Section 1613.3.3.

From Figure 1613.3.1(1) [1] S_S = 1.232 g

From Figure 1613.3.1(2) [2] S_1 = 0.373 g

Section 1613.3.2 — Site class definitions

The authority having jurisdiction (not the USGS), site-specific geotechnical data, and/or the default has classified the site as Site Class D, based on the site soil properties in accordance with Section 1613.

2010 ASCE-7 Standard – Table 20.3-1
SITE CLASS DEFINITIONS

Site Class	$\bar{v}_s$	$\bar{N}$ or $\bar{N}_{ch}$	$\bar{s}_u$
A. Hard Rock	>5,000 ft/s	N/A	N/A
B. Rock	2,500 to 5,000 ft/s	N/A	N/A
C. Very dense soil and soft rock	1,200 to 2,500 ft/s	>50	>2,000 psf
D. Stiff Soil	600 to 1,200 ft/s	15 to 50	1,000 to 2,000 psf
E. Soft clay soil	<600 ft/s	<15	<1,000 psf
	Any profile with more than 10 ft of soil having the characteristics: • Plasticity index PI > 20, • Moisture content w ≥ 40%, and • Undrained shear strength $\bar{s}_u$ < 500 psf		
F. Soils requiring site response analysis in accordance with Section 21.1	See Section 20.3.1		

For SI: 1ft/s = 0.3048 m/s 1lb/ft² = 0.0479 kN/m²

Section 1613.3.3 — Site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters

TABLE 1613.3.3(1)
VALUES OF SITE COEFFICIENT F_a

Site Class	Mapped Spectral Response Acceleration at Short Period				
	$S_S \leq 0.25$	$S_S = 0.50$	$S_S = 0.75$	$S_S = 1.00$	$S_S \geq 1.25$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight–line interpolation for intermediate values of S_S

For Site Class = D and S_S = 1.232 g, F_a = 1.007

TABLE 1613.3.3(2)
VALUES OF SITE COEFFICIENT F_v

Site Class	Mapped Spectral Response Acceleration at 1–s Period				
	$S_1 \leq 0.10$	$S_1 = 0.20$	$S_1 = 0.30$	$S_1 = 0.40$	$S_1 \geq 0.50$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.7	1.6	1.5	1.4	1.3
D	2.4	2.0	1.8	1.6	1.5
E	3.5	3.2	2.8	2.4	2.4
F	See Section 11.4.7 of ASCE 7				

Note: Use straight–line interpolation for intermediate values of S_1

For Site Class = D and S_1 = 0.373 g, F_v = 1.654

Equation (16-37): $S_{MS} = F_a S_S = 1.007 \times 1.232 = 1.241$ g

Equation (16-38): $S_{M1} = F_v S_1 = 1.654 \times 0.373 = 0.617$ g

Section 1613.3.4 — Design spectral response acceleration parameters

Equation (16-39): $S_{DS} = ⅔\ S_{MS} = ⅔ \times 1.241 = 0.827$ g

Equation (16-40): $S_{D1} = ⅔\ S_{M1} = ⅔ \times 0.617 = 0.411$ g

Section 1613.3.5 — Determination of seismic design category

TABLE 1613.3.5(1)
SEISMIC DESIGN CATEGORY BASED ON SHORT-PERIOD (0.2 second) RESPONSE ACCELERATION

VALUE OF S_{DS}	RISK CATEGORY		
	I or II	III	IV
$S_{DS} < 0.167g$	A	A	A
$0.167g \le S_{DS} < 0.33g$	B	B	C
$0.33g \le S_{DS} < 0.50g$	C	C	D
$0.50g \le S_{DS}$	D	D	D

For Risk Category = I and S_{DS} = 0.827 g, Seismic Design Category = D

TABLE 1613.3.5(2)
SEISMIC DESIGN CATEGORY BASED ON 1-SECOND PERIOD RESPONSE ACCELERATION

VALUE OF S_{D1}	RISK CATEGORY		
	I or II	III	IV
$S_{D1} < 0.067g$	A	A	A
$0.067g \le S_{D1} < 0.133g$	B	B	C
$0.133g \le S_{D1} < 0.20g$	C	C	D
$0.20g \le S_{D1}$	D	D	D

For Risk Category = I and S_{D1} = 0.411 g, Seismic Design Category = D

Note: When S_1 is greater than or equal to 0.75g, the Seismic Design Category is **E** for buildings in Risk Categories I, II, and III, and **F** for those in Risk Category IV, irrespective of the above.

Seismic Design Category ≡ "the more severe design category in accordance with Table 1613.3.5(1) or 1613.3.5(2)" = D

Note: See Section 1613.3.5.1 for alternative approaches to calculating Seismic Design Category.

References

1. *Figure 1613.3.1(1)*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1(1).pdf
2. *Figure 1613.3.1(2)*: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/IBC-2012-Fig1613p3p1(2).pdf

JORGENSEN ASSOCIATES, PC
Engineering • Land Surveying • Planning
Information Technology

Traffic Impact Study for Club Lespri and McCabe Corner
Gill Avenue, Jackson, Wyoming

Prepared by: Jorgensen Associates, P.C.
Nicholas A. Fiore, P.E.
Project No.: 06151.01 & 07016.00
Date: March 7, 2007
Revised: September 12, 2007

I. INTRODUCTION

Two developments are currently being proposed for the south side of Gill Avenue between Glenwood Street and Millward Street in Jackson, Wyoming. These two projects will result in the complete redevelopment this Gill Avenue frontage. This report is a study of the potential traffic impacts resulting from the construction of the two proposed developments. These developments will be neighbors and use the same alley for access. Both developments will be presented together in this report in an effort to examine the greatest impacts.

The McCabe Corner development is being proposed by The Eden Group of Wilson, WY. It is comprised of four town lots at the southwest corner of the Gill Avenue and Glenwood Street intersection. The site is better described as Lots 1 through 4, Block 6, Original Town Site, Jackson, Wyoming. The proposed development will consist of approximately 33 condominiums. Residential parking will be provided on site in and accessed via the alley between Glenwood Street and Millward Street.

Club Lespri is being proposed and developed by White Buffalo Development, LLC of Park City, Utah. The site is comprised of three lots at the southeast corner of the Gill Avenue and Millward Street intersection, better described as Lots 18 through 20, Block 6, Original Town Site, Jackson, Wyoming. The Club Lespri development will be limited to the east half of Lot 19 and the whole of Lot 20. The development will be a mixed-use private club consisting of a dinning room and lounge, wellness center, condominiums, and employee housing. Parking for the condominiums and employee housing will be accessed through the alley off Gill Avenue between Glenwood Street and Millward Street; the same alley used to access the McCabe Corner development.

The purpose of this study is to analyze the impacts to the traffic and safety of the surrounding Jackson, Wyoming roadway network as a result of the construction of these two developments. This report will identify and discuss any upgrades to the study area that may be necessary due to the impacts of the development.

All data, calculations, and worksheets can be found in the Appendix of this report.

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E-mail: ja@jorgensenassociates.com

II. EXISTING LAND USE AND TRANSPORTATION SYSTEM

Existing Land Uses

The McCabe Corner site consists of four town lots at the southwest corner of the Gill Avenue and Glenwood Street intersection. These lots are home to a mix of land uses including office space and apartments. The footprints of these land uses encompass approximately forty percent (40%) of the four lots total square footage. The remainder of the lot area contains walkways, landscaping, and parking lot.

Club Lespri will cover approximately one and a half town lots at the southeast corner of the Gill Avenue and Millward Street intersection. It will be located on all of Lot 20 and the east half of Lot 19. Currently these areas are a mix of landscaping and parking.

Existing Roadways

The two projects are separated by a north-south alley and are bordered on three sides by Town of Jackson Streets: Glenwood Street on the east, Gill Avenue on the north, and Millward Street on the west.

The Glenwood Street/Gill Avenue intersection is a two-way stop-controlled intersection with the Glenwood Street legs being controlled. Glenwood Street is stop-controlled at Delony Avenue one block south of Gill Avenue and is one-way to the north south of Delony Avenue. Two and half blocks north of Gill Avenue, Glenwood Street dead-ends.

The Milward Street/Gill Avenue intersection is a two-way stop-controlled intersection with the Gill Avenue legs being controlled. Two blocks south of Gill Avenue the Millward Street intersection with Broadway (State Highway 89) is signal-controlled. One block north of Gill Avenue, Millward Street intersects Mercill Avenue and access to North Cache Street (State Highway 89). Millward Street and Mercill Avenue combine to provide the truck route around the Town Square area of downtown Jackson.

Gill Avenue's eastern terminus is at Willow Street near the Teton County Recreation Center. It's western terminus is essentially at its intersection with Jackson Street. Gill Avenue is signal-controlled with North Cache Street and stop-controlled at Millward Street, a two–way stop controlled intersection.

All roadway segments in this area of Town have on-street parking and multiple access points. All roadway sections bordering the subject projects have sidewalks and striped crosswalks. Some sidewalk segments are missing from neighboring streets. Bicycles share the roads in the project area with other vehicles.

Existing Traffic

The existing traffic conditions presented herein are a combination of Chapter 8 Transportation of the Jackson/Teton County Comprehensive Plan, and 2002 Summer Traffic Counts conducted in Jackson.

Chapter 8 presents a summer Average Daily Traffic (ADT) volume of 9,000 vehicles per day (vpd) on Millward Street in the project area in 1996 (page 8-9). Chapter 8 also predicts a summer 2020 ADT of 13,000 vpd with the Chapter's implementation (page 8-23). This is a compounded average growth rate of approximately 1.54%. Interpolation of these numbers results in a 2007 summer ADT of approximately 10,650 vpd on Millward Street.

Traffic counts conducted in 2002 for the Town of Jackson show a summer ADT of 4172 vpd on Gill Avenue west of Glenwood Street. Applying the same compounded average growth rate of 1.54% to this volume yields a 2007 summer ADT of approximately 4,500 for Gill Avenue.

III. PROPOSED CONDITIONS

The proposed McCabe Corner and Club Lespri developments will redevelop approximately five and a half town lots into a mix of land uses.

The McCabe Corner development is comprised of four town lots at the southwest corner of the Gill Avenue and Glenwood Street intersection. The proposed development will consist of approximately 33 condominiums with 70% used as short term rentals and 30% used as long term residential units. Parking will be provided on site in and accessed via the alley between Glenwood Street and Millward Street.

Club Lespri is to be developed on one and a half town lots at the southeast corner of Gill Avenue and Millward Street. It will be a mixed-use private club consisting of a dinning room and lounge, wellness center, condominiums, and employee housing. While owned by individuals, the condominiums will act like short term rentals. Parking for the condominiums and employee housing will be accessed through the alley off Gill Avenue between Glenwood Street and Millward Street; the same alley used to access the McCabe Corner development.

Background Traffic

Background traffic refers to the current existing traffic and the future traffic that is anticipated without the proposed development. For this study the background traffic was calculated using information contained in Chapter 8 Transportation of the Jackson/Teton County Comprehensive Plan.

As stated above, Chapter 8 demonstrates a compounded average growth rate of 1.54% in the area of the proposed projects. This rate is applied to the 2002 summer ADT for Gill Avenue to predict the 2020 summer ADT for Gill Avenue.

Chapter 8 provides a prediction for the 2020 summer ADT on Millward Street.

Table 1 shows the summer ADT projections for Gill Avenue and Millward Street.

TABLE 1
SUMMER ADT VOLUMES

	1996	2002	2007	2020
Millward Street	9000		10652	13000
Gill Avenue		4172	4504	5497

Millward Street: 1996 and 2020 ADT provided by Chapter 8
2007 ADT calculated using 1.54% CAGR
Gill Avenue: 2002 ADT provided by TOJ counts
2007 and 2020 ADT calculated using 1.54% CAGR

Trip Generation

The proposed ADT volumes generated by the developments are estimated using *ITE Trip Generation, 7th Edition*. This manual provides trip generation rates for a myriad of land uses and is considered the standard for trip generation calculations in the traffic professions. For McCabe Corner 70% of the condominiums will operate as short term rentals. Those units are analyzed as ITE Land Use 311, All Suites Hotel. The remaining 30% are analyzed as Land Use 230, Residential Condominium/Townhouse. Club Lespri's Land Uses include Apartment (220), All Suites Hotel (311), Health/Fitness Club (492), and Quality Restaurant (931).

Trip generation spreadsheets are included in the appendix of this report. They show the equations used as well as the calculated volumes. Table 2 summarizes the ADT generated by the proposed developments on a weekday.

TABLE 2
TRIP GENERATION

Land Use	***ITE Code***	***Variable***	***Value***	***Weekday ADT***
Club Lespri				
Apartment	220	Dwelling Units	4	8
All Suites Hotel	311	Rooms	10	45
Health/Fitness Club	492	1000 sq. ft.	2.8	92
Quality Restaurant	931	Seats	53	152
McCabe Corner				
Residential Condominium/Townhouse	230	Dwelling Units	10	49
All Suites Hotel	311	Rooms	23	104
Total Trips Generated				**449**

These are the raw volumes calculated from *ITE Trip Generation, 7th Edition*. The Club Lespri condominiums are analyzed as an All Suites Hotel because that is the ITE Land Use that best fits the anticipated use of the condominiums. They will be owned by individuals as vacation properties and rented to vacationers when not in use by the owners.

The actual ADT generated by these developments will be significantly lower those presented in Table 2. The mix-use, private club nature of Club Lespri will greatly aid in trip reduction. Visitors staying in the condominiums will have the wellness center and restaurant on site to

reduce the need travel elsewhere. The apartments are for employees of the club so they will not commute. Shared trips are likely between the wellness canter and the restaurant. The downtown location of the development is sure to reduce the trips it generates. A 10% trip generation reduction could be expected because of the above mentioned reasons.

McCabe Corner should also generate fewer trips than reported in Table 2. The downtown location of this development is the key to its lower trip generation. The owners of the condominiums will most likely live in them, and the downtown location is likely to be a very attractive feature. The project site is one block from North Cache Street and all its amenities such as shops and restaurants. It is about two blocks from the Town Square, one block from Miller Park, and three blocks from the Teton County Recreation Center. Additionally there is a wide variety and high number of businesses and entertainment venues within just five blocks of the McCabe Corner site. Residents of McCabe Corner are very likely to work in the downtown area and take advantage of their proximity to the other downtown amenities. This proximity to downtown will also be very appealing to users of the short term rentals. All occupants of McCabe Corner are likely walk to many of their destinations rather than drive. The overall trip reduction for McCabe Corner could be as much as 20% due to its location alone. Additional trip generation reductions are usually made from the removal of existing land uses on a redevelopment site. No such reductions have been made.

Trip Distribution

The trips generated by the developments will spread out amongst the surrounding roadway network. The McCabe Corner trips will access Gill Avenue by way of the alley west of the project. The condominium and employee housing trips of Club Lespri will access the development via the same alley. Additional Club Lespri trips will terminate in the surrounding on street parking. The heaviest distribution routes for both developments will most likely be along Gill Avenue to and from the traffic signal at North Cache Street and along Millward Street to and from the traffic signal at Broadway. This report assumes half of the McCabe Corner traffic will use the North Cache intersection and half will use Millward Street. This report also assumes that one third of the Club Lespri traffic will utilize the traffic signal at Gill Avenue and North Cache Street and two thirds will be associated with Millward Street. These assumptions are fairly conservative as there are a number are route for traffic in the downtown's roadway grid.

Table 3 indicates the total generated trip distribution among Gill Avenue east of Glenwood Street and Millward Street.

TABLE 3
TOTAL TRIP DISTRIBUTION

	McCabe Corner	Club Lespri
Millward Street	76	199
Gill Avenue	76	98

Table 4 shows the trip distribution for the reduced volume of trip based on the reduction percentages mentioned above.

TABLE 4
REDUCED TRIP DISTRIBUTION

	McCabe Corner	Club Lespri
Millward Street	61	179
Gill Avenue	61	88

Total Traffic

Adding the developments trip generations to the background traffic calculates the total traffic that may occur with the implementation of these projects. Combining the volumes for 2007 and 2020 with the reduced distribution volumes in Table 4 yields the total traffic volumes in Table 5.

TABLE 5
TOTAL TRAFFIC

	2007	2020
Millward Street	10892	13240
Gill Avenue	4653	5646

IV. TRAFFIC ANALYSIS

The background ADT for 2020 actually incorporates much the traffic generated by these two developments. The intent of Chapter 8 was to understand the future transportation demands in Jackson and Teton County. Growth and redevelopment in downtown Jackson was part of that analysis. As such, the volumes reported in Table 4 and Table 5 should be considered conservative.

The construction of these two developments will add some delay to the Gill Avenue intersections with Glenwood Street and Millward Street. These intersections, however, currently operate at a high level of service. The minor, additional delays should not significantly reduce levels of service and therefore should not warrant any traffic mediation efforts.

In the worst case scenario, the Town of Jackson roadway network should be able to accommodate the addition of potentially 389 vehicles per day. With the grid network of streets, divers will disperse themselves with routes that work best for their destinations. Additional congestion in the area of McCabe Corner and Club Lespri will not be caused solely by these developments. Rather, traffic congestion in this area, much like the whole of downtown Jackson, will be caused by growth of the entire Jackson Hole region. Presenting solutions to area wide traffic concerns is beyond the scope of this report.

JORGENSEN ASSOCIATES, PC
Engineering • Land Surveying • Planning
Information Technology

Traffic Impact Study for Club Lespri and McCabe Corner
Gill Avenue, Jackson, Wyoming

APPENDIX

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E-mail: ja@jorgensenassociates.com

Club Lespri

Millward Street & Gill Avenue
Jackson, Wyoming

RESIDENTIAL LAND USES

ITE Land Use Category: **Apartment**
ITE Land Use Code: **220**
Independent Variable: Dwelling Units
Value: 4

				Directional Distribution			
Analysis Period		*Average Rate or Equation*	*Calc'd Trips*	*Entering*	*Exiting*	*Entering*	*Exiting*
ADT	Weekday	T = 2.00(X)	8	50%	50%	4	4
ADT	Saturday	T = 2.84(X)	11	50%	50%	6	6
ADT	Sunday	T = 3.21(X)	13	50%	50%	6	6
A.M. Pk Hr Adjacent Street	Weekday	T = 0.1(X)	0	20%	80%	0	0
P.M. Pk Hr Adjacent Street	Weekday	T = 0.1(X)	0	65%	35%	0	0

Low end of Range of Rates because Dwelling Units are Employee Housing and located downtown.

LODGING LAND USES

Condo Units will be short term rentals and are expected to have Trip Gen rates similar to a hotel.

ITE Land Use Category: All Suites Hotel
ITE Land Use Code: **311**
Independent Variable: Rooms
Value: 10

				Directional Distribution			
Analysis Period		*Average Rate or Equation*	*Calc'd Trips*	*Entering*	*Exiting*	*Entering*	*Exiting*
ADT	Weekday	T = 4.49(X)	45	50%	50%	22	22
ADT (Hotel: 310)	Saturday	T = 6.35(X)	64	50%	50%	32	32
ADT (Hotel: 310)	Sunday	T = 4.01(X)	40	50%	50%	20	20
A.M. Pk Hr Adjacent Street	Weekday	T = 0.28(X)	3	55%	45%	2	1
P.M. Pk Hr Adjacent Street	Weekday	T = 0.32(X)	3	45%	55%	1	2

Low end of Range of Rates because Units are located downtown.

RECREATIONAL LAND USES

ITE Land Use Category: **Health/Fitness Club**
ITE Land Use Code: **492**
Independent Variable: 1000 sq. ft.
Value: 2.8

				Directional Distribution			
Analysis Period		*Average Rate or Equation*	*Calc'd Trips*	*Entering*	*Exiting*	*Entering*	*Exiting*
ADT	Weekday	T = 32.93(X)	92	50%	50%	46	46
ADT	Saturday	T = 20.87(X)	58	50%	50%	29	29
ADT	Sunday	T = 26.73(X)	75	50%	50%	37	37
A.M. Pk Hr Adjacent Street	Weekday	T = 0.3(X)	1	42%	58%	0	0
P.M. Pk Hr Adjacent Street	Weekday	T = 3.20(X)	9	67%	33%	6	3

Low end of Range of Rates because wellness center is a private club located downtown

DINING LAND USES

ITE Land Use Category: **Quality Restaurant**
ITE Land Use Code: **931**
Independent Variable: Seats
Value: 53

				Directional Distribution			
Analysis Period		*Average Rate or Equation*	*Calc'd Trips*	*Entering*	*Exiting*	*Entering*	*Exiting*
ADT	Weekday	T = 2.86(X)	152	50%	50%	76	76
ADT	Saturday	T = 2.81(X)	149	50%	50%	74	74
ADT	Sunday	T = 2.15(X)	114	50%	50%	57	57
A.M. Pk Hr Adjacent Street	Weekday	T = 0.03(X)	2	55%	45%	1	1
P.M. Pk Hr Adjacent Street	Weekday	T = 0.26(X)	14	67%	33%	9	5

Average Rate because restaurant is a private club located downtown

McCabe Corner

Glenwood Street & Gill Avenue
Jackson, Wyoming

RESIDENTIAL LAND USES

Total Market Units	33	
Short Term:	70%	23
Long Term:	30%	10
Affordable Units:	3	

ITE Land Use Category: **Residential Condominium/Townhouse**
ITE Land Use Code: **230**
Independent Variable: Dwelling Units
Value: 10

				Directional Distribution			
Analysis Period		*Average Rate or Equation*	*Calc'd Trips*	*Entering*	*Exiting*	*Entering*	*Exiting*
ADT	Weekday	T = (1.83 + 3.09)*(X)	49	50%	50%	24	24
ADT	Saturday	T = (1.17 + 3.10)*(X)	42	50%	50%	21	21
ADT	Sunday	T = (1.36 + 2.71)*(X)	40	50%	50%	20	20
A.M. Pk Hr Adjacent Street	Weekday	T = (0.15 + 0.69)*(X)	8	17%	83%	1	7
P.M. Pk Hr Adjacent Street	Weekday	T = (0.18 + 0.75)*(X)	9	67%	33%	6	3

Low end of Range of Rates plus one standard deviation because Units are located downtown.

Short term rentals and are expected to have Trip Gen rates similar to a hotel.

ITE Land Use Category: All Suites Hotel
ITE Land Use Code: **311**
Independent Variable: Rooms
Value: 23

				Directional Distribution			
Analysis Period		*Average Rate or Equation*	*Calc'd Trips*	*Entering*	*Exiting*	*Entering*	*Exiting*
ADT	Weekday	T = 4.49(X)	104	50%	50%	52	52
ADT (Hotel: 310)	Saturday	T = 6.35(X)	147	50%	50%	73	73
ADT (Hotel: 310)	Sunday	T = 4.01(X)	93	50%	50%	46	46
A.M. Pk Hr Adjacent Street	Weekday	T = 0.28(X)	6	55%	45%	4	3
P.M. Pk Hr Adjacent Street	Weekday	T = 0.32(X)	7	45%	55%	3	4

Low end of Range of Rates because Units are located downtown.

Club Lespri & McCabe Corner

Gill Avenue
Jackson, Wyoming

TRIP GENERATION SUMMARY

Peak Hour Summary

Land Use	*ITE Code*	*Variable*	*Value*	*AM*		*PM*	
				Entering	*Exiting*	*Entering*	*Exiting*
Club Lespri							
Apartment	220	Dwelling Units	4	0.1	0.3	0.3	0.1
All Suites Hotel	311	Rooms	10	1.5	1.3	1.4	1.8
Health/Fitness Club	492	1000 sq. ft.	2.8	0.4	0.5	6.0	3.0
Quality Restaurant	931	Seats	53	0.9	0.7	9.2	4.5
McCabe Corner							
Residential Condominium/Townhouse	230	Dwelling Units	9.9	1.4	6.9	6.2	3.0
All Suites Hotel	311	Rooms	23.1	3.6	2.9	3.3	4.1
Total Trips Generated				**8**	**13**	**26**	**17**

Weekday ADT Summary

Land Use	*ITE Code*	*Variable*	*Value*	*Weekday ADT*
Club Lespri				
Apartment	220	Dwelling Units	4	8
All Suites Hotel	311	Rooms	10	45
Health/Fitness Club	492	1000 sq. ft.	2.8	92
Quality Restaurant	931	Seats	53	152
McCabe Corner				
Residential Condominium/Townhouse	230	Dwelling Units	10	49
All Suites Hotel	311	Rooms	23	104
Total Trips Generated				**449**

Club Lespri & McCabe Corner

Gill Avenue
Jackson, Wyoming

BACKGROUND TRAFFIC GROWTH

Millward Street

Chapter 8	
Year	**ADT**
1996	9000
2020	13000
CARG	1.54%

TIS Projection	
Year	**ADT**
2007	10652

Gill Avenue

TOJ Counts	
Year	**ADT**
2002	4172

TIS Projection	
Year	**ADT**
2007	4504
2020	5497

Summer ADT

	1996	2002	2007	2020
Millward Street	9000		10652	13000
Gill Avenue		4172	4504	5497

Distribution Rates

	McCabe	Lespri
Millward Street	50%	67%
Gill Avenue	50%	33%

Full Trip Distribution

	McCabe	Lespri	Total
Millward Street	76	199	275
Gill Avenue	76	98	174

Reduced Trip Distribution

	McCabe	Lespri	Total
Millward Street	61	179	240
Gill Avenue	61	88	149

Total Trips

	2007	2020
Millward Street	10892	13240
Gill Avenue	4653	5646

Housing Mitigation Plan

Below is the Applicability analysis and support for the attached Calculation required in a Housing Mitigation Plan. Because the calculation yields a requirement less than zero, no other required contents of the Housing Mitigation Plan are applicable.

Existing Development (Applicability, Sec. 6.3.2.)

Pursuant to Section 6.3.2.A.1. of the Town LDRs the development that can be credited as existing is the development that existed on the site as of December 18, 1995 or was built or permitted since that date.

185 N. Glenwood

On December 18, 1995 this portion of the site was the Jackson Hole Guide. The Guide included:

7,930 sf	Newsroom
6,160 sf	Pressroom
5,200 sf	4-2 bedroom apartments, 2-1bedroom apartments

These floor areas and uses were established in McCabe Corner PMD Final Development Plan. There has not been another use of the site since.

For the purpose of calculating credit for existing development, the newsroom is treated as an office use and the pressroom as a light industrial use. The newsroom is where the reporters, editors, publishers had their office space. The pressroom is where the paper was printed and distributed. This use distinction is consistent with the calculation of the housing requirements for the current Jackson Hole News and Guide building (reference building permits B01-032 and B03-017).

The apartments are not considered existing per Section 6.3.2.A.1.a and are therefore not included in the calculation of existing development.

165 N. Glenwood

On December 18, 1995 this portion of the site was a mix of uses.

1,455 sf	Teton Cycleworks – the 660 sf building on Glenwood was the retail area, the 795 sf building (including basement) behind it was the shop area for the store
2,539 sf	JH Mountain Guides – includes half of the ground floor and the basement, which was used as storage, of the main building
1,699 sf	3 apartments in the main building, 1 on the ground floor and 2 on the second floor
2,680 sf	4-2 bedroom apartments in the back building

The floor area numbers are Assessor data. The retail space has housed other retail and service businesses, but has never had an approved change of use. The main building no longer houses the JH Mountain Guides, but has never had an approved change of use.

The Teton Cycleworks space is treated as retail/service in the existing development calculation. The JH Mountain Guide space is Outfitter/Tour Operator use, which is an independent calculation that is described in more detail in the next section of this support documentation. The apartments are not considered existing per Section 6.3.2.A.1.a and are therefore not included in the calculation of existing development.

Outfitter/Tour Operator Independent Calculation

JH Mountain Guides is, and was in 1995, a dual seasonal outfitter/tour operator, offering guided backcountry experiences in both summer and winter (climbing, hiking, backpacking, skiing). As such, the below independent calculation focused on outfitter/tour operator spaces with dual seasonal or year-round operations. It is not applicable to a truly seasonal use that does not support employees year-round.

The housing requirement for any use is the result of 3 types of employee generation – construction employees to build the space, operational employees who work out of the space, and first responders who protect the space. The calculation for an outfitter/tour operator is provided below in the same format as it is calculated for other uses in the calculator provided online. Numbers in blue are the values proposed pursuant to 6.3.3.B.3. All other values are pursuant to the 2013 Nexus Study, or are the function of the calculation stated in 6.3.3.B.2.

Construction

The generation of construction employees depends on whether the space is finished or unfinished as it takes more construction employees to finish a space. The assumption in this independent calculation is that an outfitter/tour operator space will be a combination of finished space to interface with the customer and unfished space to store gear. Therefore, the construction employee generation was assumed to be halfway between the finished an unfinished number. This method was also used in the 2013 Nexus Study with regard to Institutional space. Otherwise, the standard career length, income, and household characteristics of a construction worker were used to calculate the housing requirement attributable to construction worker generation.

Operations

To determine the operational employee generation per square foot and the income characteristics of outfitter/tour operator employees, 3 local uses were surveyed. The results are below. The average employee generation per 1,000 sf is included directly.

To calculate the employees per unit and employees who can afford housing, the income characteristics of the employees were matched to the income characteristics of employees in other sectors. The best match from the 2013 Nexus Study were institutional employees, so the employees per unit and employees who can afford factors for

Outfitter/Tour Operator Calculation		
Construction		
	employees per 1,000 sf	0.927
	sf per room	
	Length of Construction Career	30
	employees per 1,000 sf/room	0.031
	employees per unit	1.774
	employees who can afford	28.87%
	units per 1,000 sf/room	0.012
Operations		
	employees per 1,000 sf/room	6.756
	employees per unit	1.678
	Employees who can afford	28.18%
	units per 1,000 sf/room	2.892
Fire/EMS		
	Fire/EMS employees per 1000 sf	0.00100
	employees per unit	1.797
	employees who can afford	25.56%
	Fire/EMS units per 1000 sf	0.00042
Law Enforcement		
	Law employees per 1000 sf	0.00301
	employees per unit	1.797
	employees who can afford	27.09%
	Law units per 1000 sf	0.00122
Total		
	Employees per 1000 sf/room	6.791
	units per 1,000 sf/room	2.906
	Town Yearround mitigation "rate"	55%
	Town Reduction factor	0.75
	Town Required units per 1,000 sf	**2.189**

institutional uses were applied to outfitter/tour operator use. For reference, the institutional affordability factors are middle of the road compared to other uses and very nearly equal to the average. It should be noted that the ability to afford factors have far less impact than the employee generation in determining the requirement from any sector – adjusting from the middle to the highest or lowest affordability factors would only change the calculated requirement by 0.03 units per 1,000 square feet.

	Exum	Mad River/ Scenic Safari	Brushbuck Tours	Average
Floor Area	2,820 sf	4,176 sf	1,300 sf	
Year-round Employees	14	35	9	
Employees/1,000 sf	4.965	8.381	6.923	6.756
Average Salary		$56,796	$64,000	$60,400

Notes:

- In the case of Exum and Mad River/Scenic Safari year-round employees is a dual seasonal calculation representative of employment in the season with fewer employees.
- The Exum and Mad River/Scenic Safari information was gathered from staff or ex-staff.
- The Brushbuck information represents the year-round employee information from CUP file P17-102, except that the payroll information was supplemented with an assumption of tip income as well. The tip assumption was based on the tip information gathered for Mad River/Scenic Safari employees.

First Responders

All of the standard employee generation, income, and household characteristics for a nonresidential use were used to calculate the housing requirement attributable to first responder generation.

Result

The final step in the calculation is to utilize the general reduction factor applied to all commercial uses that was colloquially approved as applying a 55% mitigation rate instead of a 73% mitigation rate.

The result, a housing mitigation rate far greater than any other use, is simply explained by the logic that it does not take much floor area to launch a lot of tours into the field. As a result, an outfitter/tour operator can employ a lot of guides and other staff with little need for floor area. However, there is still a link to floor area for staging and storage so floor area can still be used to determine the calculation.

Housing Mitigation Plan

updated 7/20/18

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. The following worksheet is intended to assist in the calculation of the housing required for a project, but does not amend the actual standards.

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. Enter each exsiting use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row, do not add the size of all units that have the same use. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attahced unit put each unit in its own row do not put in 4,000 sf of attached single-family.) If a single unit type (e.g. apartment floor plan, or commercial tennant space) is replicated multiple times use the "Use Quantity" column to avoid adding multiple rows. See Section 6.3.2 of the LDRs for specifics on the applicability of the affordable workforce housing standards and Section 6.3.3 for specifics on calculation of the requirement.

Existing Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	**Housing Required**
Office	0.000493*sf		7930	1	**3.913**
Light Industry	0.000246*sf		6160	1	**1.514**
Retail	0.000431*sf		1455	1	**0.627**
Outfitter/Tour Operator	0.002189*sf - independent calculation		2539	1	**5.558**
					?
				Total Existing Credit	11.611

Step 3: Proposed Development

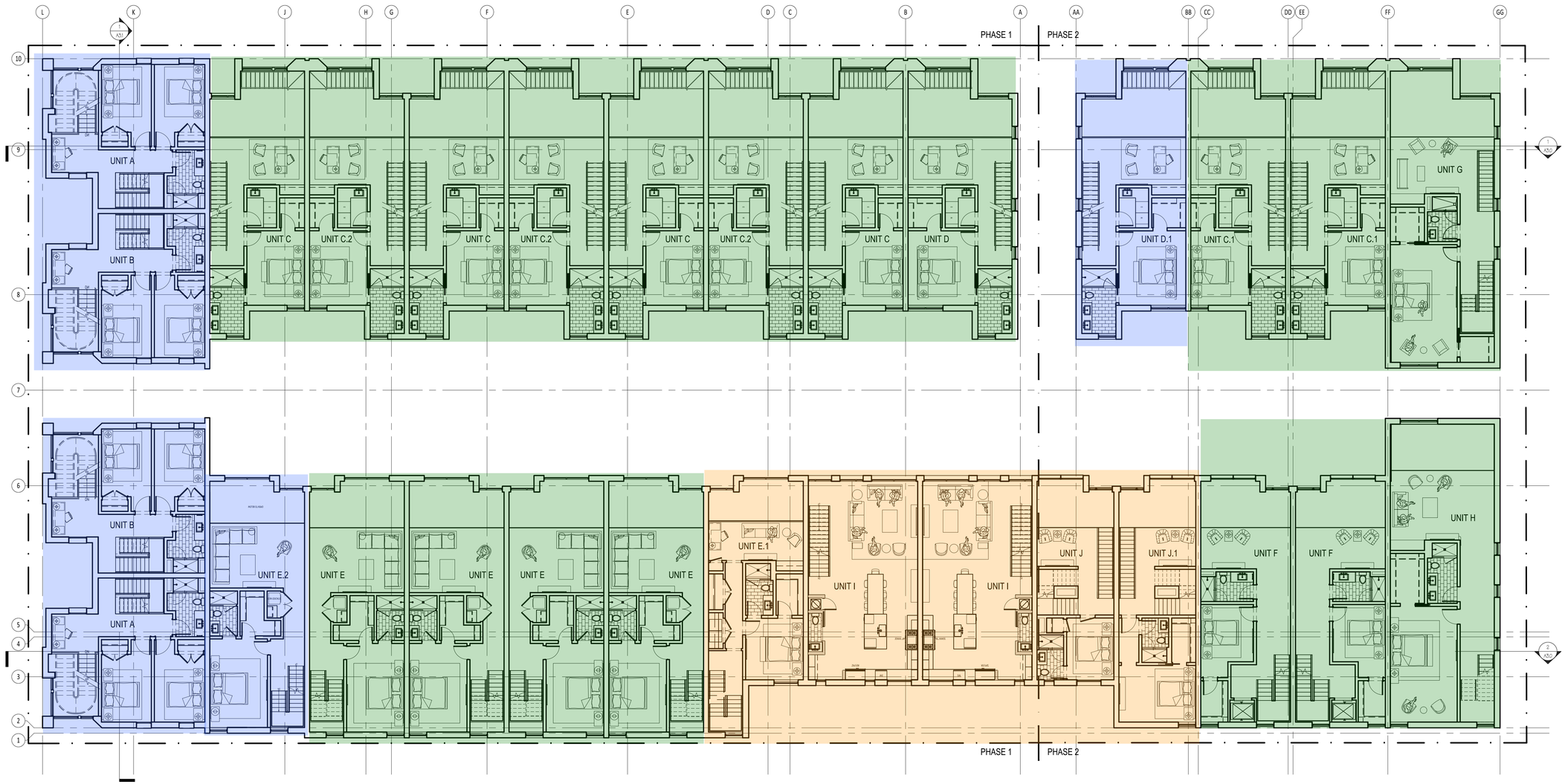
Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development not the net. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of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

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	**Housing Required**
Workorce Housing Bonus Unit	exempt	3	2,989	1	**0.000**
Workorce Housing Bonus Unit	exempt	3	2,989	1	**0.000**
Workorce Housing Bonus Unit	exempt	3	3,084	1	**0.000**
Workorce Housing Bonus Unit	exempt	3	3,084	1	**0.000**
Short-Term Rental Unit	0.204*bedrooms	3	3,070	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,210	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,070	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,210	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,070	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,210	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,070	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,447	1	**0.613**
Workorce Housing Bonus Unit	exempt	3	3,116	1	**0.000**
Short-Term Rental Unit	0.204*bedrooms	3	3,298	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,298	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,298	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,298	1	**0.613**
Workforce Housing Unit	exempt	3	2,937	1	**0.000**
Workforce Housing Unit	exempt	2	2,088	1	**0.000**
Workforce Housing Unit	exempt	2	2,088	1	**0.000**
Workorce Housing Bonus Unit	exempt	3	3,447	1	**0.000**
Short-Term Rental Unit	0.204*bedrooms	3	3,051	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,051	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	4	3,946	1	**0.817**
Short-Term Rental Unit	0.204*bedrooms	4	4,189	1	**0.817**
Short-Term Rental Unit	0.204*bedrooms	3	3,017	1	**0.613**
Short-Term Rental Unit	0.204*bedrooms	3	3,017	1	**0.613**
Workforce Housing Unit	exempt	3	2,484	1	**0.000**
Workforce Housing Unit	exempt	3	2,053	1	**0.000**
				Total	11.440

Affordable Workforce Housing Required: -0.170 units

Fee-in-Lieu Amount: $ -

SHORT-TERM RENTAL UNIT
WORKFORCE HOUSING BONUS OWNERSHIP UNIT
WORKFORCE HOUSING OWNERSHIP UNIT



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NOT FOR CONSTRUCTION / FOR COORDINATION ONLY

	ISSUED DATE	ISSUED FOR
■	10.25.2019	DEVELOPMENT PLAN REVIEW

PROFESSIONAL SEAL

PROJECT
GLENWOOD GILL
165 AND 185 GLENWOOD ST.
JACKSON, WY 83001

1928	Project No.
KL/RB/JB/EY	Drawn By
EAD	Checked By
Discipline	Drawing No.
A	1.12

Drawing Name
CONSTRUCTION PLAN - SECOND FLOOR

165-185 Glenwood
Unit Information

Unit	Phase	Unit Type	Bedrooms	Basement	First Floor	Second Floor	Third Floor	Total Habitable SF	Above Grade FAR
A1- Glenwood	Phase 1	Workforce Housing Bonus Unit	3 Br	403	929	910	747	2,989	2,586
A2- Alley	Phase 1	Workforce Housing Bonus Unit	3 Br	403	929	910	747	2,989	2,586
B1- Glenwood	Phase 1	Workforce Housing Bonus Unit	3 Br	459	935	937	753	3,084	2,625
B2- Alley	Phase 1	Workforce Housing Bonus Unit	3 Br	459	935	937	753	3,084	2,625
C- Glenwood Balcony	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	882	3,070	2,680
C.2- Glenwood	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	1,022	3,210	2,820
C- Glenwood Balcony	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	882	3,070	2,680
C.2- Glenwood	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	1,022	3,210	2,820
C- Glenwood Balcony	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	882	3,070	2,680
C.2- Glenwood	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	1,022	3,210	2,820
C- Glenwood Balcony	Phase 1	Short-Term Rental Unit	3 Br	390	1,006	792	882	3,070	2,680
D- Glenwood	Phase 1	Short-Term Rental Unit	3 Br	429	1,131	892	995	3,447	3,018
E.2- Alley Far North	Phase 1	Workforce Housing Bonus Unit	3 Br	287	942	868	1,019	3,116	2,829
E- Alley Middle	Phase 1	Short-Term Rental Unit	3 Br	371	1,003	883	1,041	3,298	2,927
E- Alley Middle	Phase 1	Short-Term Rental Unit	3 Br	371	1,003	883	1,041	3,298	2,927
E- Alley Middle	Phase 1	Short-Term Rental Unit	3 Br	371	1,003	883	1,041	3,298	2,927
E- Alley Middle	Phase 1	Short-Term Rental Unit	3 Br	371	1,003	883	1,041	3,298	2,927
E.1- Alley Far South	Phase 1	Workforce Housing Unit	3 Br	371	899	752	915	2,937	2,566
I- Alley	Phase 1	Workforce Housing Unit	2 Br	-	158	965	965	2,088	2,088
I- Alley	Phase 1	Workforce Housing Unit	2 Br	-	158	965	965	2,088	2,088
D.1- Glenwood	Phase 2	Workforce Housing Bonus Unit	3 Br	429	1,131	892	995	3,447	3,018
C.1- Glenwood	Phase 2	Short-Term Rental Unit	3 Br	390	1,006	773	882	3,051	2,661
C.1- Glenwood	Phase 2	Short-Term Rental Unit	3 Br	390	1,006	773	882	3,051	2,661
G1- Glenwood Den	Phase 2	Short-Term Rental Unit	4 Br	505	1,342	1,104	995	3,946	3,441
H1- Alley Den	Phase 2	Short-Term Rental Unit	4 Br	437	1,402	1,211	1,139	4,189	3,752
F- Alley	Phase 2	Short-Term Rental Unit	3 Br	321	949	797	950	3,017	2,696
F- Alley	Phase 2	Short-Term Rental Unit	3 Br	321	949	797	950	3,017	2,696
J.1- Alley	Phase 2	Workforce Housing Unit	3 Br	146	819	695	824	2,484	2,338
J- Alley	Phase 2	Workforce Housing Unit	3 Br	146	675	552	680	2,053	1,907
				10,110	27,349	24,806	26,914	89,179	79,069

	Phase 1 Only (185 Glenwood)	Phase 2 Only (165 Glenwood)	Phase 1 & Phase 2 Combined
Site Acreage	0.64	0.32	0.96
Site Square Footage	27,878	13,939	41,818
Base FAR	1.30	1.30	1.30
Base Square Footage Allowed	36,242	18,121	54,363
Market Residential- Base	-	-	-
Maket- Short Term Rental- Base	33,906	17,907	51,813
Common Area- Base	658	50	708
Total Base Square Footage	34,564	17,957	52,521
Base FAR	1.240	1.288	1.256
Market Residential- 2:1 Bonus	13,251	3,018	16,269
Workforce Residential- 2:1 Voluntary	6,742	4,245	10,987
Total 2:1 Square Footage	19,993	7,263	27,256
2:1 Ratio	1.965	0.711	1.481

**No affordable housing required per Housing Mitigation Plan*

Project Program- 165 & 185 Glenwood

	Basement	First Floor	Second Floor	Third Floor	Total Habitable SF	Total Above Grade Floor Area
Common Area	-	708	-	-	-	708
Affordable Housing Unit	-	-	-	-	-	-
Workforce Housing Unit	663	2,709	3,929	4,349	11,650	10,987
Workforce Housing Bonus Unit	2,440	5,801	5,454	5,014	18,709	16,269
Attached Single-Family Unit (Unrestricted)	-	-	-	-	-	-
Short-Term Rental Unit	7,007	18,839	15,423	17,551	58,820	51,813
Total Floor Area	10,110	28,057	24,806	26,914	89,179	79,777
Site Size (Acres)	0.96					
Site Size (SF)	41,818					
Floor Area- Above Grade	79,777					
Floor Area Ratio	1.91					
Downtown Core (DC) Maximum FAR	1.30					
Adjusted Floor Area (remove Workforce Housing & Workforce Housing Bonus Units)	52,521					
Adjusted FAR	**1.256**					

Project Program- Phase 1 (185 Glenwood)

	Basement	First Floor	Second Floor	Third Floor	Total Habitable SF	Total Above Grade Floor Area
Common Area	-	658	-	-	-	658
Affordable Housing Unit	-	-	-	-	-	-
Workforce Housing Unit	371	1,215	2,682	2,845	7,113	6,742
Workforce Housing Bonus Unit	2,011	4,670	4,562	4,019	15,262	13,251
Attached Single-Family Unit (Unrestricted)	-	-	-	-	-	-
Short-Term Rental Unit	4,643	12,185	9,968	11,753	38,549	33,906
Total Floor Area	7,025	18,728	17,212	18,617	60,924	54,557
Site Size (Acres)	0.64					
Site Size (SF)	27,878					
Floor Area- Above Grade	54,557					
Floor Area Ratio	1.96					
Downtown Core (DC) Maximum FAR	1.30					
Adjusted Floor Area (remove Workforce Housing & Workforce Housing Bonus Units)	34,564					
Adjusted FAR	**1.240**					

Project Program- Phase 2 (165 Glenwood)

	Basement	First Floor	Second Floor	Third Floor	Total Habitable SF	Total Above Grade Floor Area
Common Area	-	50	-	-	-	50
Affordable Housing Unit	-	-	-	-	-	-
Workforce Housing Unit	292	1,494	1,247	1,504	4,537	4,245
Workforce Housing Bonus Unit	429	1,131	892	995	3,447	3,018
Attached Single-Family Unit (Unrestricted)	-	-	-	-	-	-
Short-Term Rental Unit	2,364	6,654	5,455	5,798	20,271	17,907
Total Floor Area	3,085	9,329	7,594	8,297	28,255	25,220
Site Size (Acres)	0.32					
Site Size (SF)	13,939					
Floor Area- Above Grade	25,220					
Floor Area Ratio	1.81					
Downtown Core (DC) Maximum FAR	1.30					
Adjusted Floor Area (remove Workforce Housing & Workforce Housing Bonus Units)	17,957					
Adjusted FAR	**1.288**					

October 30, 2019

Paul Anthony
Principal Planner
Town of Jackson
150 E Pearl Avenue
Jackson, WY 83001

RE: Short-Term & Long-Term Rental Units

Dear Mr. Anthony,

The Sketch Plan & Administrative Adjustment approval letter included a request that as part of the Development Plan Application we clarify how we plan to ensure that long-term residential units are not used for short-term rental use. The project includes 18-short-term rental units, 5-workforce housing ownership units and 6-workforce housing ownership bonus units. In order to ensure that units that are not designated for short-term rental are not rented on a short-term basis we have/will take several steps including:

- Clearly identifying how units are classified within this Development Plan submittal
- Ensuring that potential purchasers are aware of Town regulations regarding short-term rentals
- Making sure that the homeowner's association and management company is aware of the short-term rental regulations and the unit classifications within this development
- Working with the town on any other reasonable measures throughout the development process

Should you have further questions or need further clarification we would be more than happy to discuss this topic.

Sincerely,

Nick Orthmann
Project Manager
Bear Development, LLC

October 25, 2019

Stacy Stoker
Housing Manager
Jackson/Teton County Affordable Housing Department
320 S. King Street
Jackson, WY 83001

RE: 165-185 North Glenwood Street Livability Standards Questionnaire

Dear Ms. Stoker,

We are in receipt of the Livability Standards Questionnaire required by the Housing Department for the five Workforce Ownership units included in the project. At the time of this Development Plan application to the Town, we do not have enough information to complete the questionnaire. However, our design team has reviewed the Livability Standards and are planning accordingly. The questionnaires will be completed and sent to you for review prior to finalizing our building plans. If you have any questions, please feel free to reach out at any time.

Sincerely,

Nick Orthmann
Project Manager
Bear Development, LLC

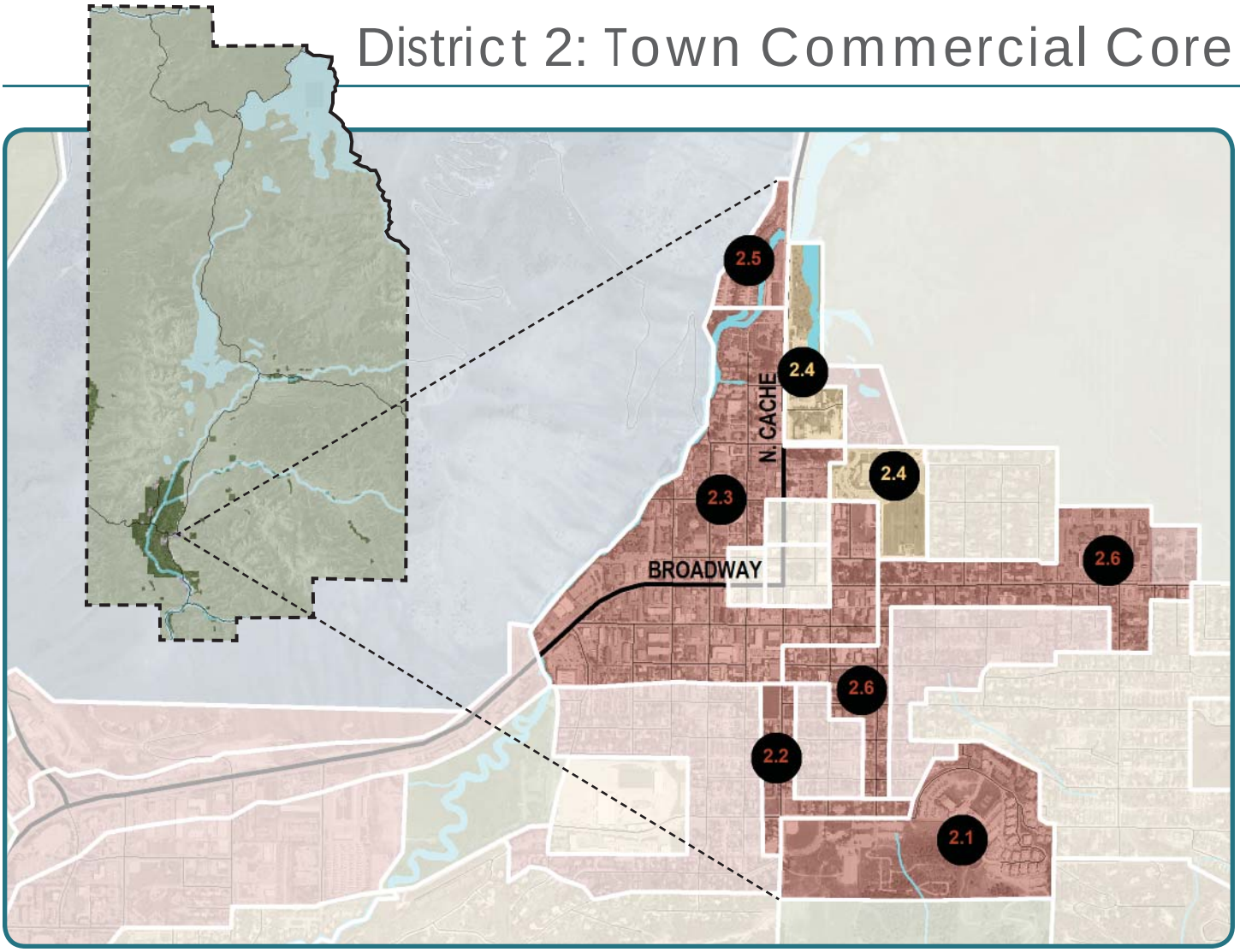
Number	Department	*Comment*	Response
1	Engineering	*The proposed relocation of the curb shall not impact the existing use of the east side parking spaces.*	Parking space modification (angle change from 60 to 50 degrees and resulting roadway dimensions is addressed on C2.1
2	Engineering	*The proposed relocation of the curb shall not impact the alignment of travel lanes through the intersection of Glenwood and Mercill.*	Glenwood Street centerline alignment returns to existing at the north end of angled parking. Centerline is unchanged at Glenwood-Gill intersection
3	Engineering	*This approval is for C2.1 Option 1 with no curb extensions or bulb outs. Corner design for the curb will need to be coordinate to provide drainage, meet the design standards of the Community Streets Plan.*	'Bulb out option removed', existing drain moved out of crosswalk
4	Engineering	*SHEET C2.1 Option 3: Proposed southeast corner bulb out will not be allowed and if chosen, design would need to go back and rework the curb from the end of the existing curb extension.*	'bulb out' removed from design
5	Engineering	*Stormwater inlet at corner shall be relocated to accommodate drainage and not interfere with the pedestrian ramps.*	Storm drain moved south, out of crosswalk
6	Engineering	*The proposed curb shift does not appear to impact the traffic and parking on the east side of the road and shifts use of the right of way from a large travel lane to the buffer zone.*	See analysis on C2.1
7	Engineering	*The proposed 4-feet buffer zone on West Gill Avenue likely will not accommodate trees in pavers. On other projects the council has requested that a landscaped buffer be considered, and this may be a more appropriate streetscape on this street and may provide some relief of all the hard surfaces.*	Gill buffer changed to landscaped
8	Engineering	*Sheet C2.0 and C2.1: When considering the bulb out options, radii and bus/truck turning paths should be shown to check with the 2015 Community Streets plan.*	'bulb out' removed from design
9	Engineering	*Sheet C2.0 and C2.1: It is not clear if there is a proposed shift in the existing centerline of Glenwood. Existing and proposed centerlines from north to south through the intersection should be shown and any changes dimensioned.*	See existing and proposed street dimensions on C2.1
10	Engineering	*Sheet C2.1: Currently redevelopment of the curb and sidewalks at this intersection are not contemplated in the Town's CIP.*	All curb changes not directly associated with this project removed. Project plans to construct proposed relocated curb on west side of Glenwood adjacent to project
11	Engineering	*Sheet C2.1: Measurements from aerial images indicate that the angle parking along the east side of North Glenwood are 60-degree parking spaces and not the 45-degree spaces shown. Clarify if the design is intended to change the angle of parking on the east side of the road, and if so, indicate how many parking spaces will be lost.*	Spaces to be adjusted to 55-degree angle, no spots will be lost. See turning analysis on C2.1

12	Engineering	*Clarify if duplicate documents are included in the application, it appears that the digital forms has multiple copies. A single set of documents should be provided to facilitate reviews and prevent conflicting designs or review omissions. It will also make the application smaller.*	Duplicates not included
13	Planning	*Paving the alley will require coordination with drainage on adjacent properties and at the sidewalk. Additional, stormwater infrastructure may be requireed to facilitate the drainage across the sidewalk. The parking garage for the White Buffalo club has had issues flooding but also has such a low clearance they do not have room for curbs. Grades out to the sidewalk are very flat as well. Coordination with the White Buffalo Club will be essential to a successful alley grading project.*	Adjacent properties were surveyed. Proposed grades of alley where it connects to adjacent parking are unchanged.
14	Engineering	*Grades of adjacent properties, especially along the alley and at Gill Ave., shall be surveyed and shown with elevations on the plans.*	Adjacent properties were surveyed. Proposed grades of alley where it connects to adjacent parking are unchanged.
15	Engineering	*A construction-staging plan and narrative shall be submitted for review. Discussion of proposed shoring for the excavation should be included. Soil nails encroaching into the Town's right-of-way will require an encroachment agreement and may be subject to a soil nail removal fee.*	Construction staging plan to be provided by Contractor, See attached.
16	Engineering	*A detailed potable water system plan shall be provided on the plans consistent with the LDR's. The plan shall show the calculations for domestic and fire water demands. This plan shall include backflow device and meter locations.*	An existing 4" diameter service is installed on the Glenwood water line. The project will require this for domestic water and an additional 8" connection for fire. Existing tap may be used or abandoned in favor of single, 8" tap. Final arrangement to be coordinated with TOJ public works. See detail on C3.2.
17	Engineering	*A water system analysis indicating the required fire flow demands and the impacts to the Town's existing system shall be required.*	Domestic and fire water demands and effects of fire flow on TOJ water system provided in Engineers' report
18	Engineering	*A preliminary irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR's.*	Irrigation system design by Landscape architect. See Detail on C3.2 for irrigation connection to water system.
19	Engineering	*A detailed sanitary sewer system plan shall be provided on the plans consistent with the LDR's. The plan shall show the calculations for sewer flowrates.*	Sanitary sewer connection shown on C2.0. Interior sewer line routing by MEP. Sewer flowrates provided in engineer's report.
20	Engineering	*Information concerning the additional wastewater flows to be delivered to the Town's system shall be required. In addition, this information shall include a review of downstream impacts created from the additional flows being delivered.*	Sewer flowrates provided in engineer's report.

21	Engineering	*A preliminary stormwater management plan for the site shall be provided on the plans consistent withthe LDR's.*	Connection to TOJ stormwater system provided on C2.0. Internal routing to be provided by MEP. Discharge strategy consistent with LDR's provided in Engineer's report.
22	Engineering	*A complete grading and erosion control plan shall be provided on the plans consistent with the LDR's.*	A complete grading and erosion control plan consistent with LDRs will be provided as part of the building permit package
23	Engineering	*Site contours, spot elevations, grades, (existing and proposed) shall be provided on the plans beyond all property boundaries per the LDR's to ensure the development's integration into the surrounding public and private property.*	Contours and notes indicating connection to adjacent development provided. Spot elevation and detailed grades will be provided as part of the building permit package.
24	Engineering	*A parking and access plan per the LDR's shall be required. The dimensions of the parking spaces and drive lanes, including turning movements (both ingress and egress), shall be clearly shown on the plans for review.*	Changes to surface street geometry beyond those detail on sheet C2.1 are not part of this project. Dimensioned basement parking garage plan with turning movements will be provided as part of the building permit package.
25	Engineering	*A pedestrian corridor plan within the right of way shall be provided for review. This shall include all dimensions and elevations in relation to existing curb and future development together with ADA compliance. Show all running and cross slopes as well as grade breaks. The buffer/landscaping strip is not to accommodate grade changes across the property and should provide grades that are traversable and do not interfere with snow plowing.*	ADA compliant Glenwood Street sidewalk, Gill Avenue Sidewalk, intersection ramps and connection to existing sidewalk adjacent to project provided on C2.0. Spot elevation will be provided as part of the building permit package.
26	Engineering	*Show Radius dimensions on all proposed curb returns within the right-of-way.*	Curb radius consistent with community streets plan provided on C2.0
27	Engineering	*If awnings or canopies are proposed within the right-of-way, dimensional and drainage information shall be included on the plans. Encroachment Agreements are required for portions of the structure that encroach into the right-of-way.*	No awnings or canopies encroach into the right-of-way
28	Engineering	*All work to be completed within the Town's right-of-way shall be specifically addressed.*	No portions of structure encroach into the right-of-way
29	Engineering	*All onsite power and cable utilities shall be shown as underground and location(s) of transformers and other communication pedestals indicated*	Points of connection addressed on C2.0. No new overhead lines proposed, 1 span and several services of existing overhead utilities will be buried.
30	Engineering	*Snow storage areas for the site shall be indicated on the plans. A large area is proposed for snow melt. In the current economy and energy market this is a solution. However, other large scale snow melt systems have been installed within the Town and for various reasons, repair, cost of operations, etc. they are no longer used. Include discussion for alternatives to the snow melt in the event it no longer functions or iseconomically feasible.*	Areas useable for snow storage provided on C2.0

31	Engineering	*Include the Town's standard list of building permit conditions on the plans. Contact Engineering for more information.*	Provided on C1.0
32	Fire Marshal	*The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.*	The project will comply with the requirements of the current applicable codes as noted. All comments shall be inluded and accounted for in the permit drawings to be issued.
33	Joint Housing Dept.	*The applicant is proposing 5 Workforce housing units. These units must be in compliance with the Livability Standards in the Housing Rules and Regulations. The Livability Standards Questionnaire shall be completed by the applicant and submitted to the Housing Department. The questionnaire can be obtained from the Housing Department. The Housing Department will review to ensure the units comply. A copy of the Livability Standards are available from the Housing Department and can be found on the Housing Department website.*	All workforce housing standards will omply with the Livable Standards in the Housing Rules and Regulations. The questionsaire will be completed and submitted for review outlining compliance.
34	Parks & Rec	*Landscape plan and tree proposals look good. Plans reference 'pavers with trees in grates (per TOJ standards)'. Would request that the tree boxes and grates are consistent with the ones on North Cache St. We need to establish consistent design and implementation of boxes and grates throughout the town. The design of these boxes hold up better in the winter and require less long term maintenance. I have not seen specifications on these boxes from the Town but in discussions with Public Works and Staff the ones on North Cache streetscape are the preferred design.*	See updated plan submitted in the DPR submission for review.
35	Planning	*Street lights should be considered for the project. The White Buffalo Club has lights mixed in with their street trees. Other exterior lighting on the structure may be acceptable as well.*	See civil and landsape plans.

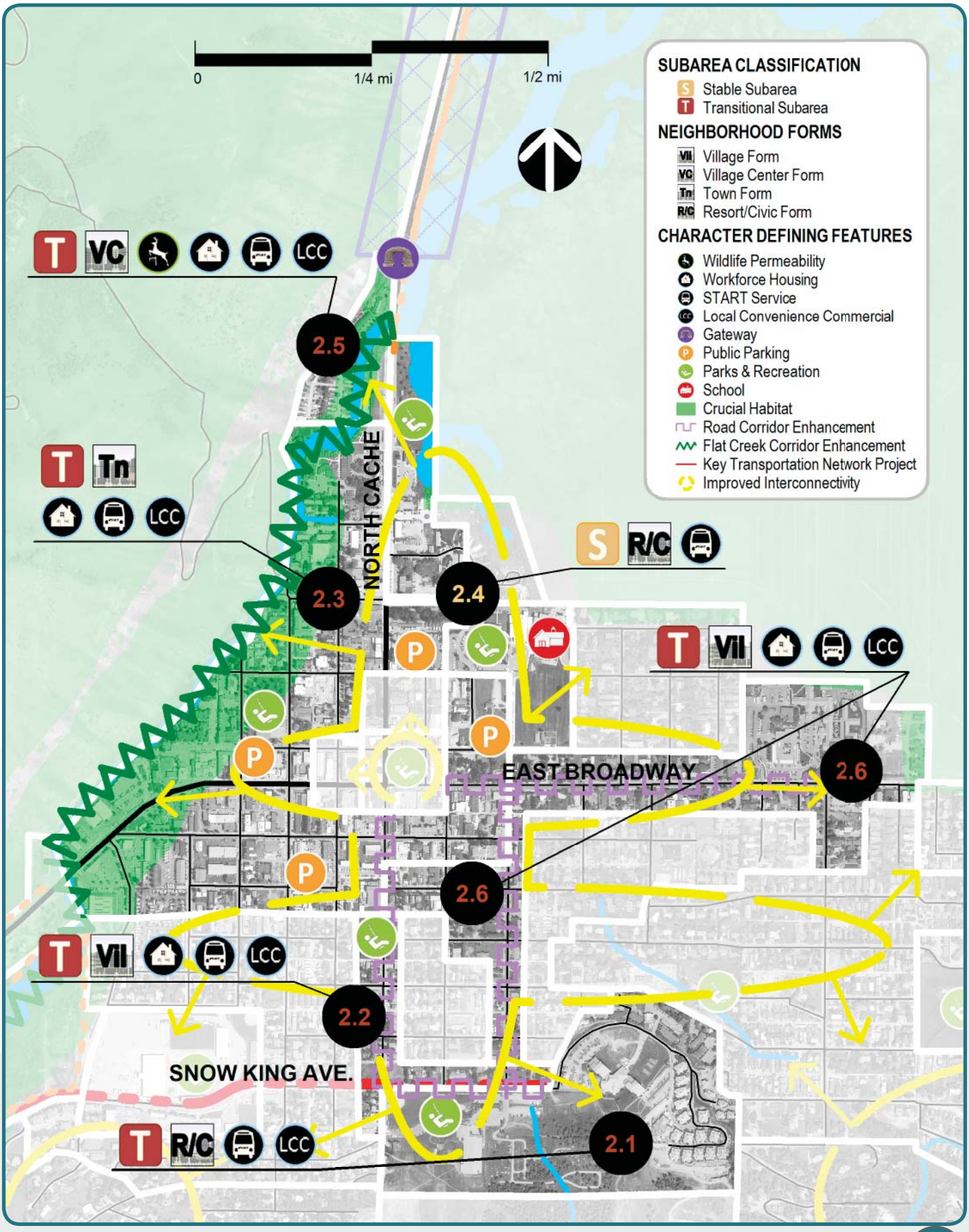
District 2: Town Commercial Core



Complete Neighborhood + Rural Area Chart

	DEFINITION	EXST.	FUTURE	
COMPLETE NEIGHBORHOOD	Defined Character/High Quality Design	○	●	2-3 stories, vibrant pedestrian mixed use, street wall
	Public Utilities	●	●	Water, sewer, storm sewer
	Quality Public Space	●	●	Miller Park, Phil Baux Park, Snow King, Center for the Arts
	Variety of Housing Types	◐	●	Duplex, condominiums, apartments, multifamily
	Walkable Schools, Commercial + Recreation	●	●	Post Office, START, Limited convenience commercial, school, parks, pathways
	Connection by Complete Streets	◐	●	Alternative transportation a priority
RURAL	Viable Wildlife Habitat + Connectivity	○	◐	Flat Creek enhancements
	Natural Scenic Vistas	○	○	
	Agricultural + Undeveloped Open Space	○	○	
	Abundance of Landscape over Built Form	○	○	
	Limited, Detached, Single family Res. Development	○	○	
	Minimal Nonresidential Development	○	○	

Legend: ● *Generally Present;* ◐ *Partially Present;* ○ *Generally absent*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1/4 mi
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SUBAREA CLASSIFICATION
Stable Subarea
Transitional Subarea
NEIGHBORHOOD FORMS
Village Form
Village Center Form
Town Form
Resort/Civic Form
CHARACTER DEFINING FEATURES
Wildlife Permeability
Workforce Housing
START Service
Local Convenience Commercial
Gateway
Public Parking
Parks & Recreation
School
Crucial Habitat
Road Corridor Enhancement
Flat Creek Corridor Enhancement
Key Transportation Network Project
Improved Interconnectivity
NORTH CACHE
EAST BROADWAY
SNOW KING AVE.
2.1
2.2
2.3
2.4
2.5
2.6
2.6

Existing + Future Desired Characteristics

The Town Commercial Core is the economic hub of Teton County. The district contains a significant amount of the community's commercial uses, employment opportunities and lodging capacity. The future goal is to create a vibrant pedestrian-oriented mixed use district with a variety of non-residential and residential uses. A key component of achieving this goal will be to have visitors and residents visit the area more often and stay longer by increasing the availability of lodging and residential units and creating a vibrant Retail Shopping District.

Our community will strive to find creative solutions to develop the district into a year-round economic hub, by maintaining high lodging occupancy and sales tax collections during the shoulder seasons (April-May and October-November). Finding the correct balance of non-residential, non-profit and residential uses will be key to ensuring that the district remains economically and socially viable. In addition, it will be important to provide opportunities for local entrepreneurs and businesses that choose to locate in the community for our lifestyle.

The district is anchored by two primary economic and community centers, each with their own unique identity and role - Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). A key goal of the district will be to better connect these subareas in order for each to benefit from the other's vitality, complementary uses, and activities while supporting the overall success of the district as the center for our tourist based economy.

Historically, buildings have been one, two or three stories, oriented both to the street and to large parking areas provided onsite. New buildings should be pulled to the street, creating an attractive street wall with parking located predominantly underground or out of sight. In the future the district should be defined by strategically located public parking lots and on street parking. This will create a welcoming pedestrian experience where visitors and residents park once and enjoy a variety of uses and community events on foot. Flat Creek is the significant natural feature of this district. Future enhancements and redevelopment should seek to incorporate Flat Creek as a recreational and ecological amenity for the entire community. An important goal of the district will also be the enhancement of the northern gateway into Town at the Flat Creek bridge consistent with Policy 4.4.b.

The existing gridded network of streets and alleys create connectivity and redundancy for both pedestrians and the automobile and should be maintained. Future improvements to the district's streetscape to create inviting public spaces and accommodate a wide array of complete street amenities will be essential to achieving a vibrant mixed use district. Public reinvestment in this district will be encouraged in order to create great public spaces and amenities for residents and visitors alike.

Policy Objectives

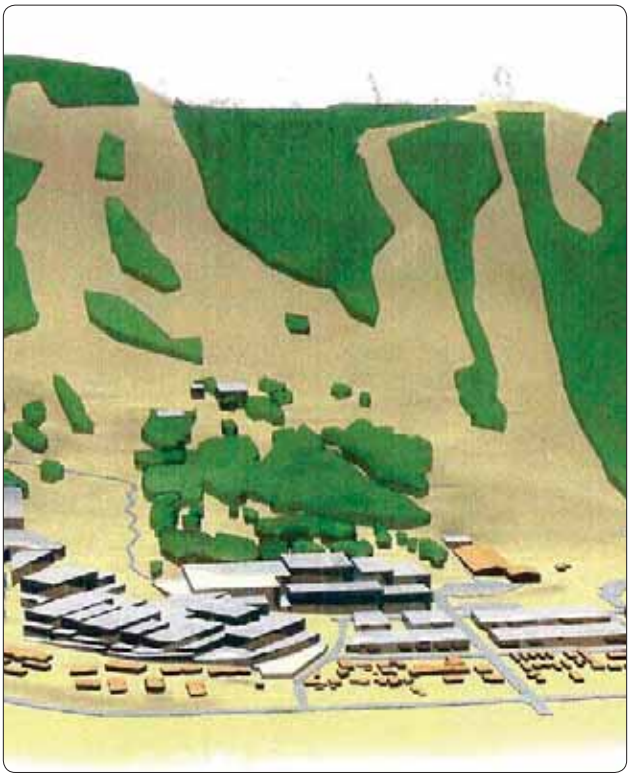
Common Value 1: Ecosystem Stewardship	N/A
Common Value 2: Growth Management	4.1.b: Emphasize a variety of housing types, including deed-restricted housing 4.1.d: Maintain Jackson as the economic center of the region 4.2.c: Create vibrant walkable mixed use subareas 4.2.d: Create a Downtown Retail Shopping District 4.2.f: Maintain lodging as a key component in the downtown 4.4.b: Enhance Jackson gateways 4.4.d: Enhance natural features in the built environment
Common Value 3: Quality of Life	5.2.d: Encourage deed-restricted rental units 6.2.b: Support businesses located in the community because of our lifestyle 6.2.c: Encourage local entrepreneurial opportunities 6.3.a: Ensure year-round economic viability 7.1.c: Increase the capacity for use of alternative transportation modes

Character Defining Features

2.1: Snow King Resort

Resort/ Civic Form

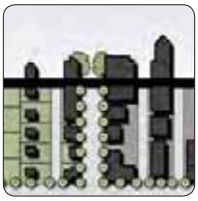
This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border 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 area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

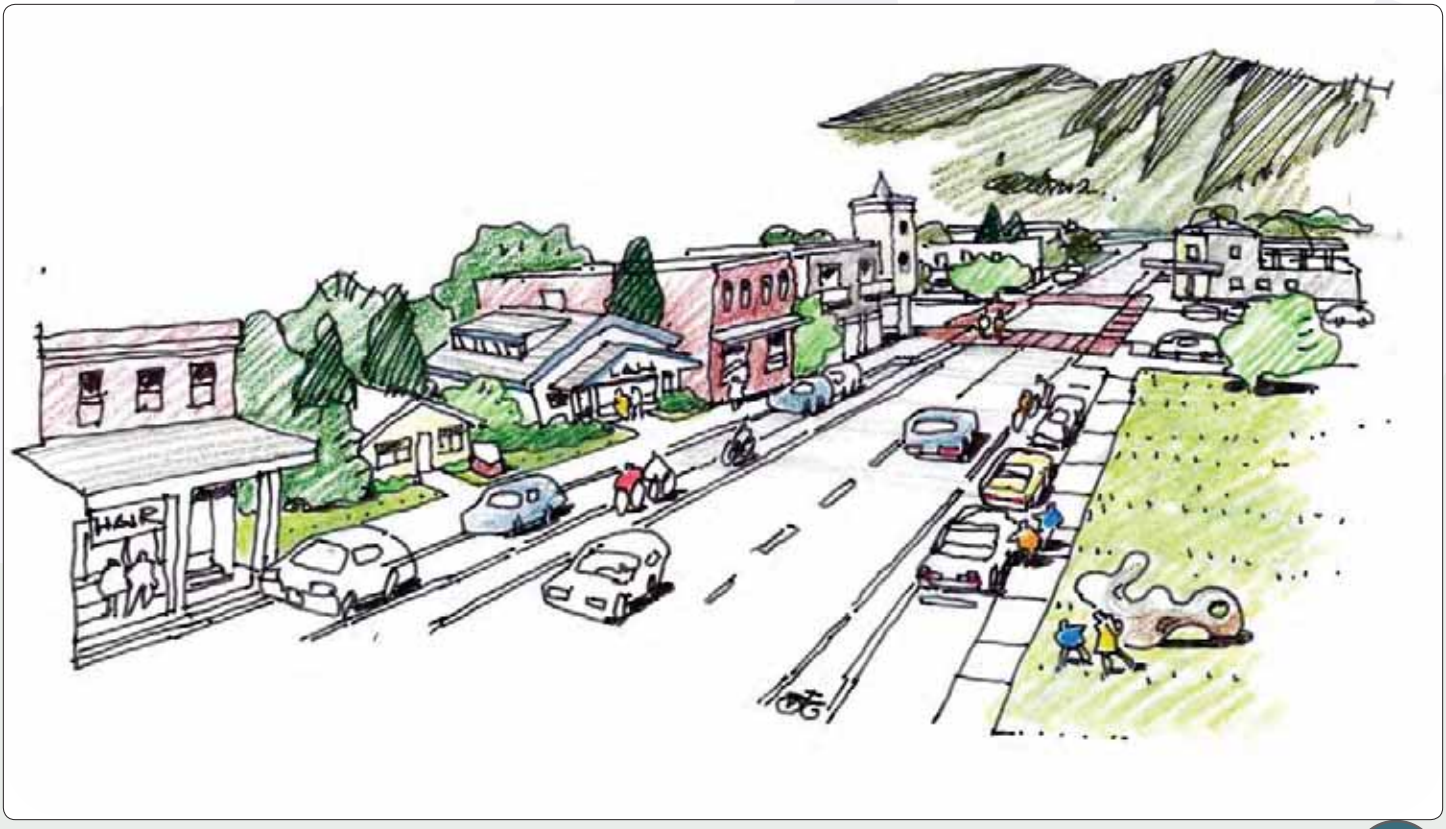
2.2: Snow King and South Cache Corridors



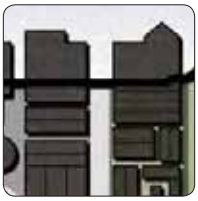
Village Form

This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area.

The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King and the many under-utilized public spaces in the area. In order to achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Particular care and attention will be necessary to ensure a successful integration between this mixed use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.



2.3: Downtown



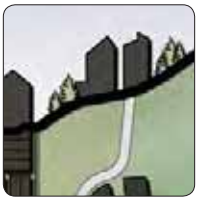
Town Form

This large, mixed use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic and social activity for our community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent.

The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors.

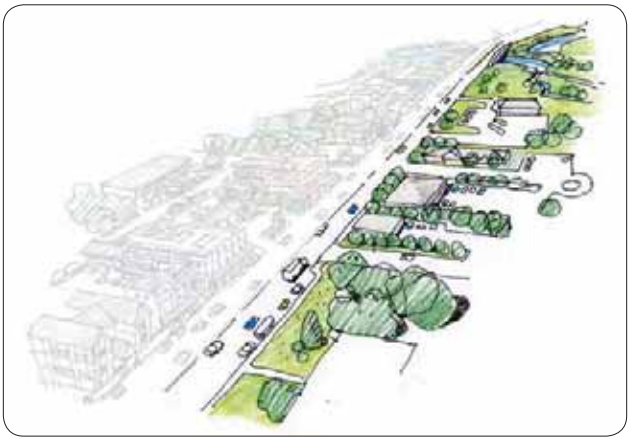
A goal of this subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominately in public lots and on street to create a vibrant, walkable area that is oriented to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.

2.4: Public/Civic Campus

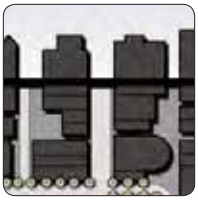


Resort/ Civic Form

This STABLE Subarea is defined by institutional facilities such as the Davey Jackson Elementary School, the Teton County/Jackson Recreation Center, and the various State and Federal Agencies along North Cache Street. This area will continue to provide these essential public services in a central location consistent with the sustainability and community service policies of the Plan. In the event that lands within this subarea are conveyed into private ownership, any development of non-public uses could require this subarea to be amended.

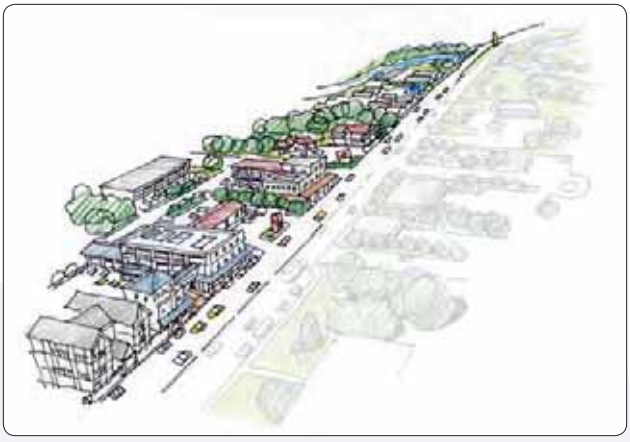


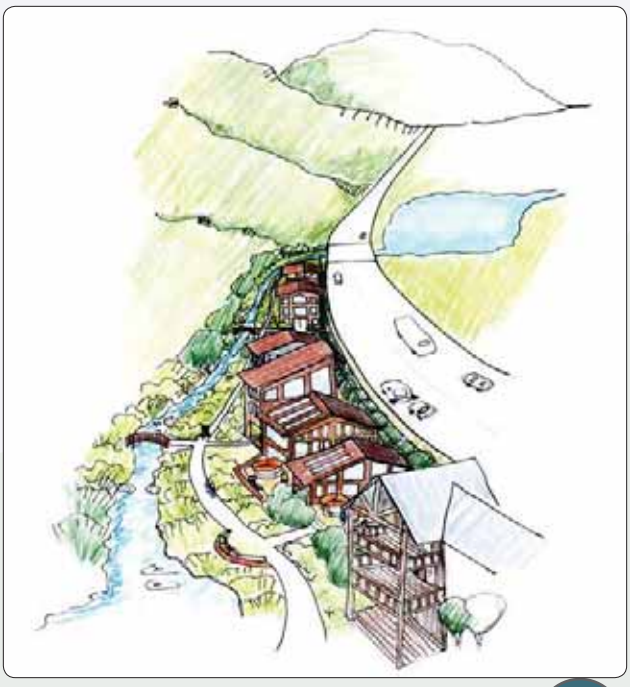
2.5: North Cache Gateway



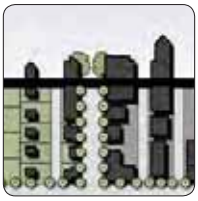
Village Center Form

This mixed use, TRANSITIONAL Subarea will be characterized as a key gateway into the Town from the National Parks and the airport to the north. Flat Creek enhancement is of great importance here, and redevelopment should seek to promote Flat Creek as a recreational and ecological amenity. The existing mix of non-residential and residential uses, including workforce housing, are appropriate. The redevelopment of these uses should take the form of two and three story buildings that address North Cache Street and the Flat Creek corridor, with an emphasis on providing workforce housing. Future structures will be predominantly mixed use, while multifamily will be allowed if it properly addresses the street. Building designs should incorporate techniques to mitigate height such as stepping back upper floors from the streetscape.





2.6: Mixed Use Office and Residential



Village Form

This TRANSITIONAL Subarea is envisioned to be a pedestrian-oriented mixed use area comprised of mixed use office or multifamily residential structures. The subarea currently contains a variety of single family residential, multifamily residential, office and institutional uses such as St. John's Hospital, the National Elk Refuge Headquarters and Town and County administrative facilities. The future development pattern should locate buildings toward the street predominantly two stories in height. Parking should be minimized and screened from the view of the public right of way. Office, residential and local convenience commercial should be located on the first level with residential above and behind. Some limited local convenience commercial is desirable to serve the surrounding residential areas with the goal of reducing trips outside the neighborhood. The existing institutional uses shall remain as anchors to the local economy that provide many jobs and services to the community. The bulk, scale and intensity of the St. John's campus has always been and will continue to be of a higher intensity than the surrounding mixed use and residential neighborhoods. Particular care and attention will be necessary to ensure a successful integration between this mixed use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

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Why Illustrate Our Vision?

Realizing our Vision requires proactively planning for what we want - rural open spaces and high quality Complete Neighborhoods - by identifying where we want them and what we want them to look like. Our Vision is that development be designed to enhance our community character and located in suitable areas in order to preserve and protect the ecosystem and western, rural character. The Illustration of Our Vision defines the type of preservation or development in each area of the community that will allow us to realize our Vision. In areas suitable for development, the Illustration of Our Vision describes how we will protect the character we love while ensuring that development enhances our Quality of Life. In all other areas, the Illustration of Our Vision describes how we will preserve and enhance wildlife habitat, wildlife connectivity, scenic vistas, and open space.

Defining desired character for all areas of the community provides predictability in planning and development, which has been absent in the past. Incremental, site-specific determinations of policy applicability that are emotionally, politically and legally tied to a specific development plan are no longer the community's growth management principle. The Illustration of Our Vision bridges the gap between our Vision and the development of an individual site so that all community members can understand how an individual preservation or development project should contribute to the achievement of our Vision. The Illustration of Our Vision will inform land development regulations that ensure no policy of this Plan is forgotten and that all policies are implemented within the proper context.

The Illustration of Our Vision also provides accountability and measurability. By defining the existing and desired character of each area of the community, we can quantify our progress toward achieving our Common Values of Community Character. With this information we can determine what policies and strategies are appropriate in which locations. The Illustration of Our Vision will enable the rigorous analysis needed to continually adapt our implementation strategies to ensure that preservation and development occur in the desired amount, location and type.

How is the Vision Illustrated?

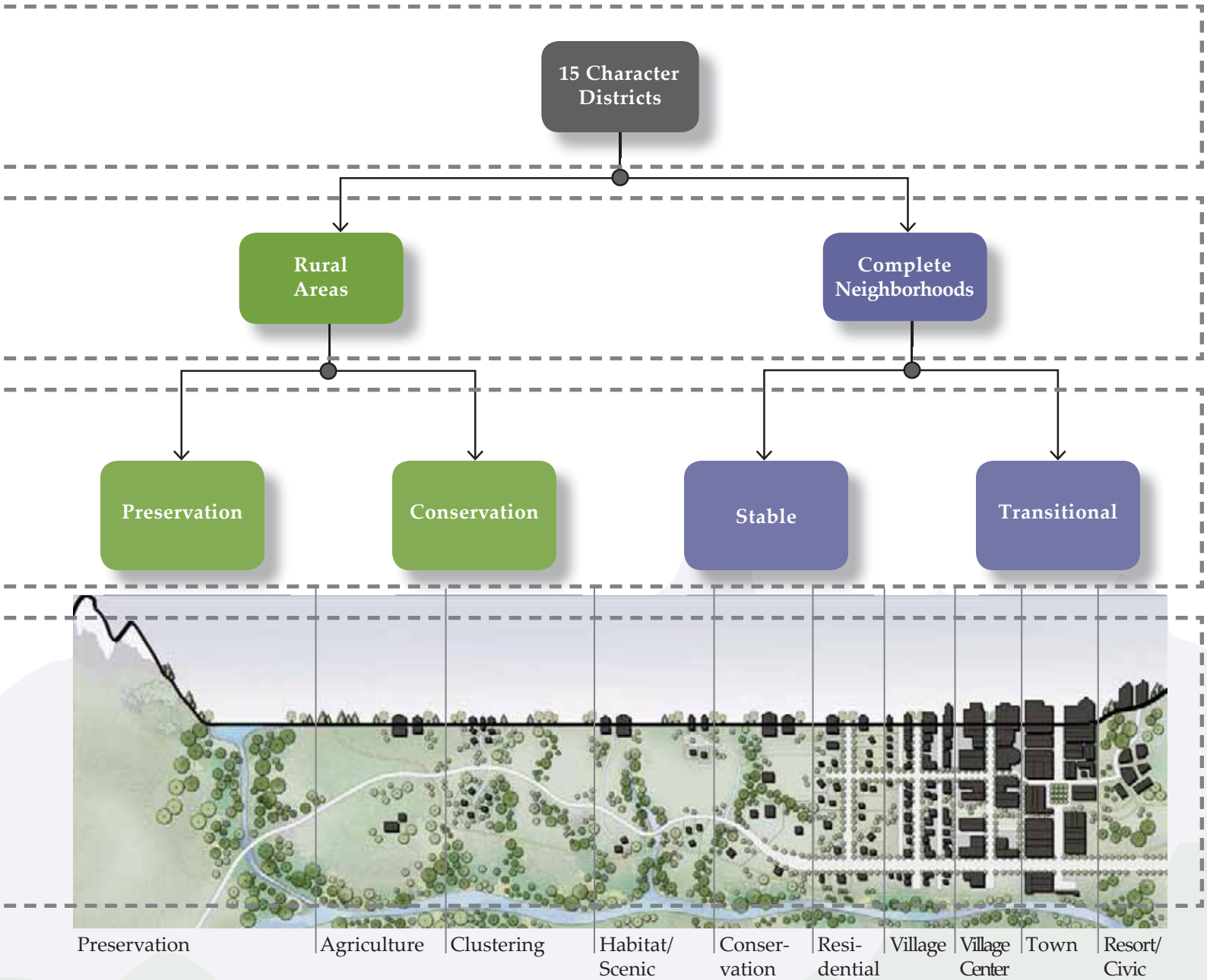
The Illustration of Our Vision depicts the policies of the community's three Common Values of Community Character through four levels of character classification.

At the highest level, the private lands of the community are divided into Character Districts – areas with common natural, visual, cultural and physical attributes, shared values and social interaction. Character District boundaries are based on a layering of the best available quantitative and qualitative data for each of the three Common Values of Community Character (Ecosystem Stewardship, Growth Management, Quality of Life) in order to identify areas that share similar characteristics (see Appendix B Framework Maps).

While our community's 15 Character Districts share Common Values, each has a unique identity, based upon the presence or absence of specific characteristics, each Character District is classified as either a Rural Area focused on ecosystem stewardship or a Complete Neighborhood focused on enhancing Quality of Life. The map on pages IV-4 and IV-5 shows the Character District boundaries, defines Complete Neighborhood and Rural Area characteristics and identifies the classification of each Character District.

At the next level, each Character District is divided into subareas. Each subarea is categorized as Stable, Transitional, Preservation or Conservation based upon the existing character of the subarea and the desired future character for the entire Character District. Stable and Transitional Subareas are the most suitable locations for people to live, work and play. Subareas focused on Ecosystem Stewardship are designated as Preservation or Conservation. The map on pages IV-6 and IV-7 shows the subareas and defines the subarea classifications.

Finally, for each subarea, Character Defining Features are described to ensure the desired character is illustrated. The Character Defining Features provide the greatest level of site specific detail; however the characteristics are still conceptual and will inform specific regulations, incentives and programs. The characteristics valued by the community within a subarea are mapped, described and illustrated. On pages IV-8 and IV-9 is a legend that describes the symbols and graphics used on the Character Defining Features Maps. An appropriate Neighborhood Form(s) is also identified for each subarea. A Neighborhood Form identifies the general pattern and intensity of development that meets the desired character. On pages IV-10 and IV-11 is a transect that depicts the continuum of Neighborhood Forms that make up our community and shows the relationship between the various patterns and intensities.

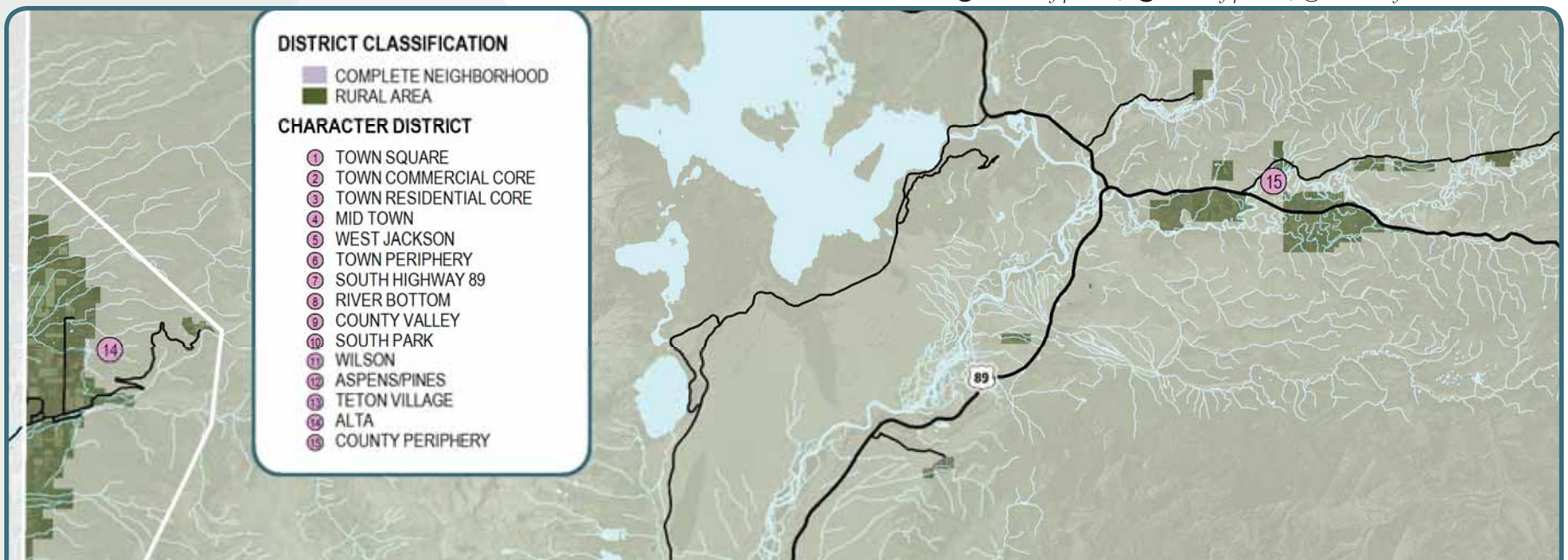

15 Character Districts
Rural Areas
Complete Neighborhoods
Preservation
Conservation
Stable
Transitional
Preservation
Agriculture
Clustering
Habitat/ Scenic
Conser- vation
Resi- dential
Village
Village Center
Town
Resort/ Civic

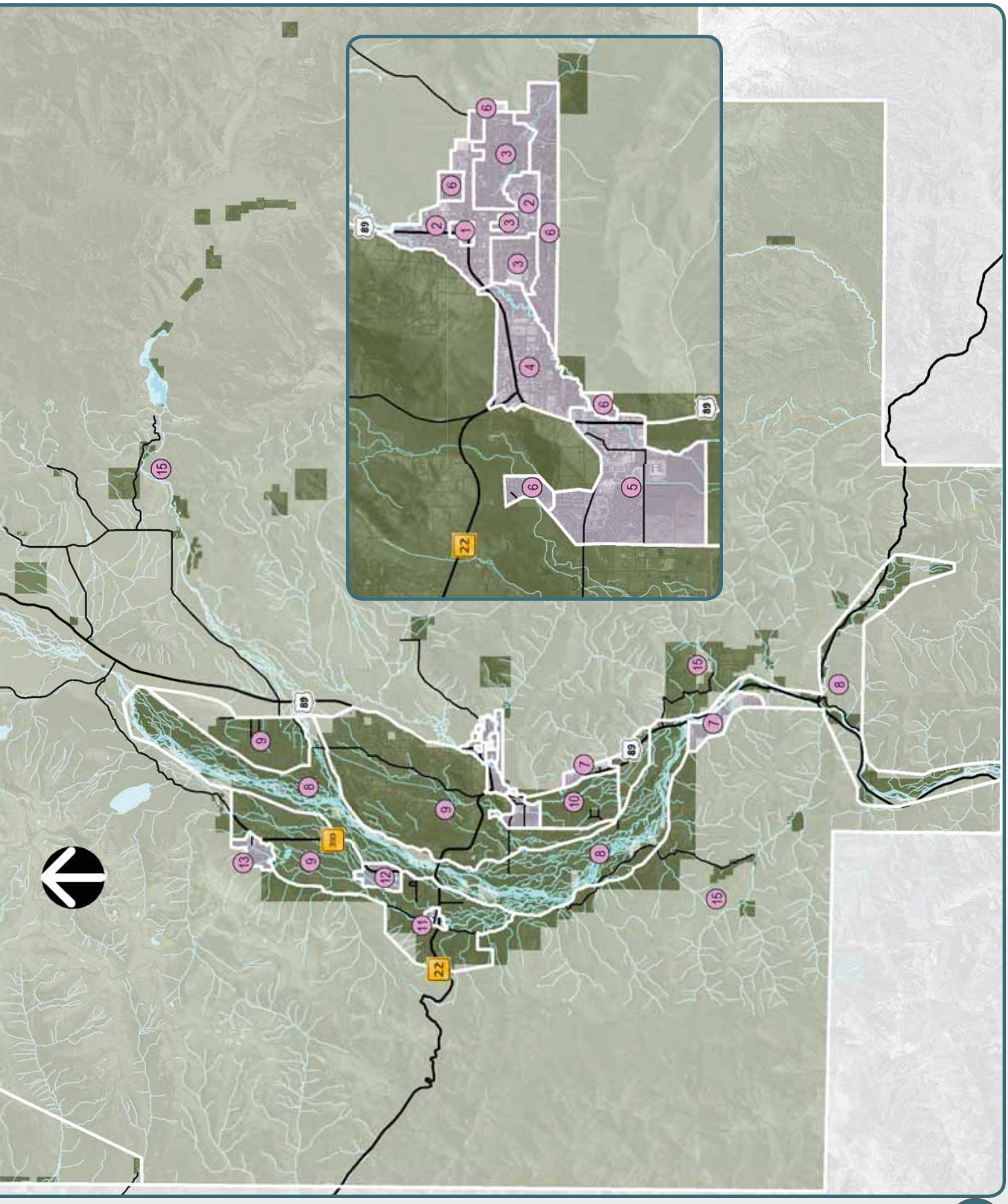
Complete Neighborhoods + Rural Areas

Character Districts

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Complete neighborhoods characteristics:	Defined character and high-quality design	●										◒	◒	●		
	Public utilities (water, sewer, and storm sewer)	●	●	●	●	●	●	◒	◒	◒	●	◒	●	●		
	Quality public spaces	●	●	●	●	●	◒		◒		◒	●	●	●	◒	
	A variety of housing types		●	●	●	●		◒				◒	◒	●		
	Schools, childcare, commercial, recreation, and other amenities within walking distance (1/4 to 1/2 mile) of residences	●	●	◒	◒	◒						●		◒		
	Connection by complete streets that are safe for all modes of travel	◒	◒	◒	◒	◒						◒				
Rural areas characteristics:	Viable wildlife habitat and connections between wildlife habitat			◒	◒	◒	◒	●	●	◒	◒	◒	◒		◒	●
	Natural scenic vistas				◒			◒	◒	●	●			●	◒	◒
	Agricultural and undeveloped open space				◒		◒	◒	◒	●	●		◒	◒	●	◒
	Abundance of landscape over built form						◒	◒	●	●	◒	◒	◒		●	●
	Limited, detached single family residential development						◒	◒	●	●	●				●	●
	Minimal additional nonresidential development			◒			●		●	●	●				●	●

● *Generally present;* ◒ *Partially present;* ○ *Generally absent*

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Stable, Transitional, Preservation + Conservation Subareas

Stable Subarea

- Subareas in which no change to the existing character is necessary
- Development will be infill that maintains the existing identity or vitality
- The subarea may benefit from strategic infill or development of non-existing Complete Neighborhood amenities

Transitional Subarea

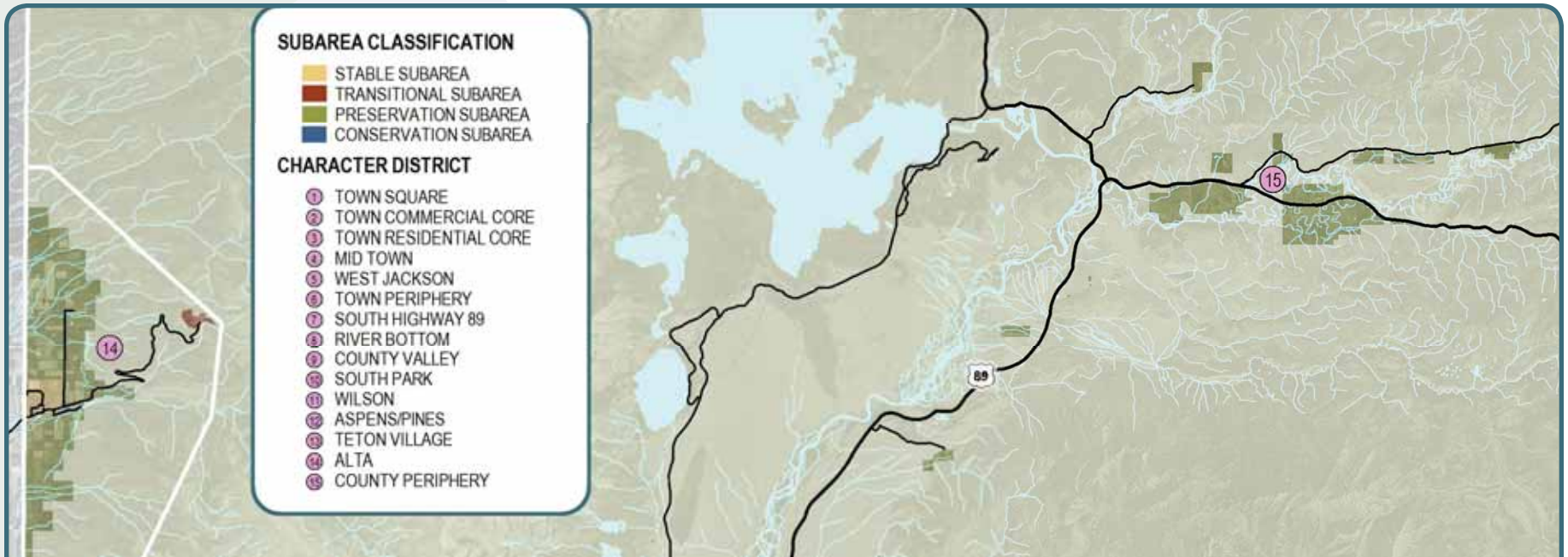
- Subareas where most of the community would agree that development/ redevelopment or a change in character would be beneficial
- Subareas that would benefit from reinvestment and revitalization
- Goals for development include improving access to jobs, housing and services and reducing reliance on single-occupancy trips

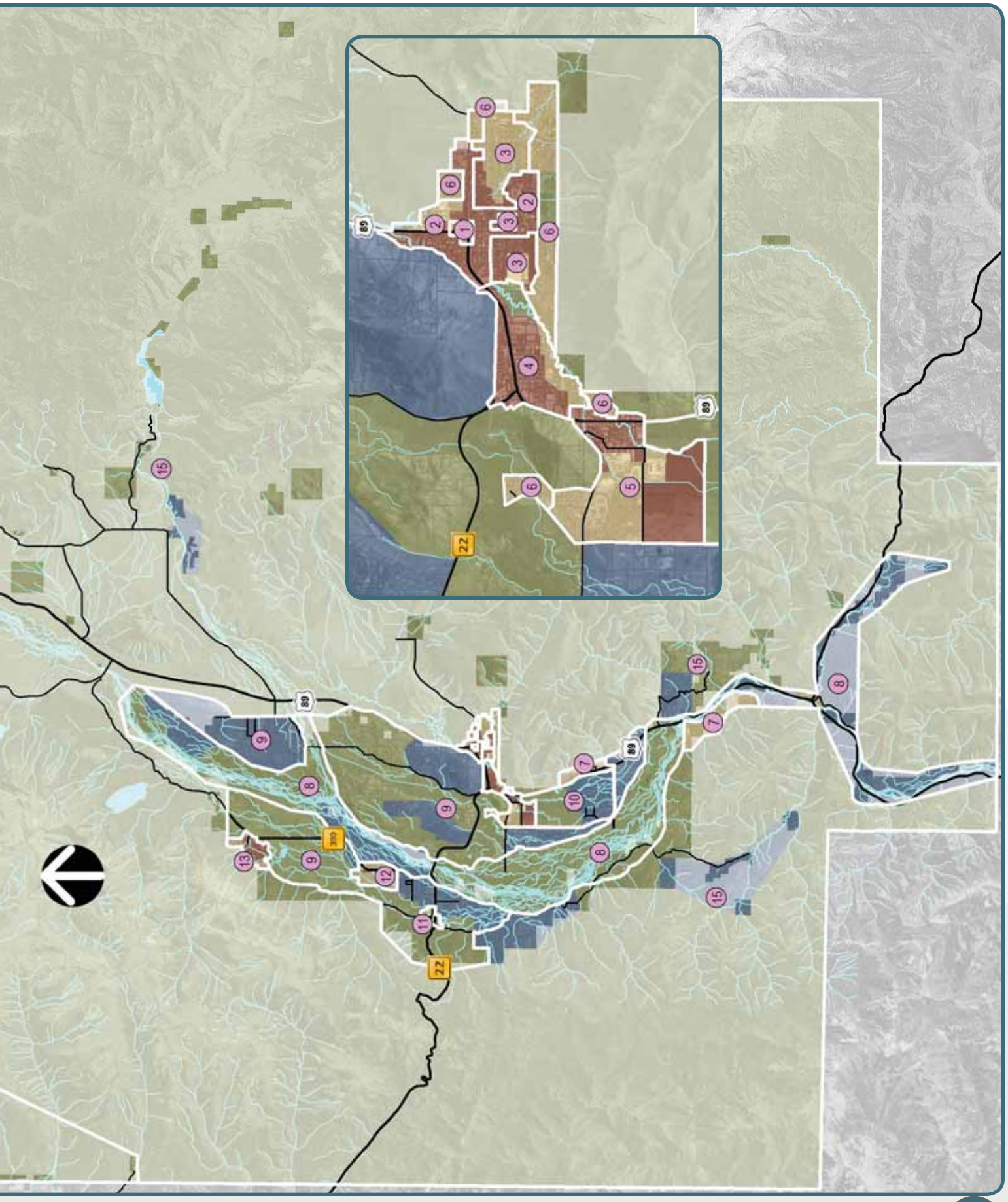
Preservation Subarea

- Subareas in which no change to the existing undeveloped character of the scenic resources and wildlife habitat is necessary
- Additional amenities and infrastructure are inappropriate
- May benefit from some clustered residential development that improves the overall preservation of open space

Conservation Subarea

- Areas of existing development and platted neighborhoods with high wildlife values, where development/ redevelopment should focus on improved conservation
- Areas that benefit from an increase in open space, scenic resources, and habitat enhancement
- Goals include balancing existing development with improved wildlife permeability and scenic enhancements.

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Character Defining Features - Map Symbols

The Character Defining Features Maps depict the characteristics that define each district and subarea. Below is a list of symbols and map attributes that are used on the maps. Characteristics that are locational are shown on the map using colored symbols or map attributes. Other characteristics depicted using black symbols, apply generally to a subarea, but are not location specific. All mapped features are illustrative of the character of an area and do not imply desired regulatory boundaries or specific locations for certain attributes.

Common Value 1 – Ecosystem Stewardship

Wildlife Permeability: Design for wildlife permeability should be a characteristic of the subarea.

Agriculture: Agricultural use should be characteristic of the subarea.

Wildlife Highway Crossing: Wildlife-vehicle collision mitigation emphasis site as identified by the Western Transportation Institute and Montana State University College of Engineering in 2012.

Crucial Habitat: Bald eagle, trumpeter swan, mule deer, elk, and/or moose crucial winter habitat; mule deer and/or elk migration corridor; and/or bald eagle and trumpeter swan nesting area; and/or cutthroat trout spawning area as identified by the Conservation Research Center of Teton Science Schools in 2008.

Scenic Corridor/Vista: Scenic highway corridors and vistas as identified on 1994 Community Issues Maps.

Common Value 2 – Growth Management

Gateway: A gateway into the community.

Public Parking: Existing parking provided by the Town of Jackson.

Road Corridor Enhancement: A roadway corridor that will be characterized in the future by enhanced pedestrian and commercial vitality.

Creek Corridor Enhancement: A creek within a Complete Neighborhood that will be characterized in the future by enhanced recreational opportunities and ecological value.

Common Value 3 – Quality of Life

Workforce Housing: Housing occupied by the workforce should be a characteristic of the subarea.

START Service: START service should be a characteristic of the subarea.

Local Convenience Commercial: Local convenience commercial should be located within the subarea.

Industrial: Light industrial and heavy retail use should occur in the subarea.

Parks and Recreation: Existing parks and recreation facilities.

School: Existing schools.

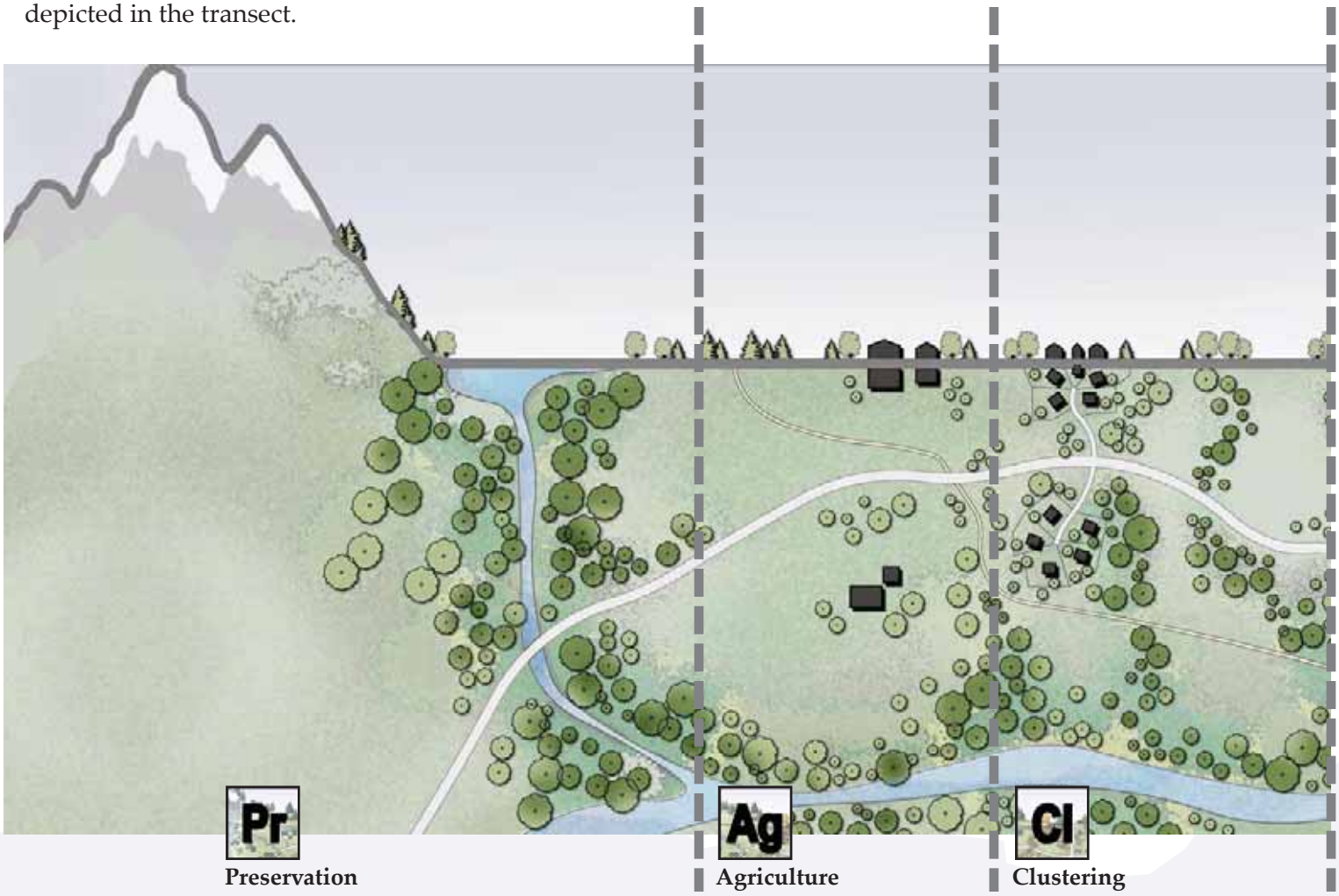
Key Transportation Network Project: Transportation network projects identified in Policy 7.2.d.

Existing/Proposed Pathways: Existing and proposed pathways identified in the Pathways Master Plan (2007).

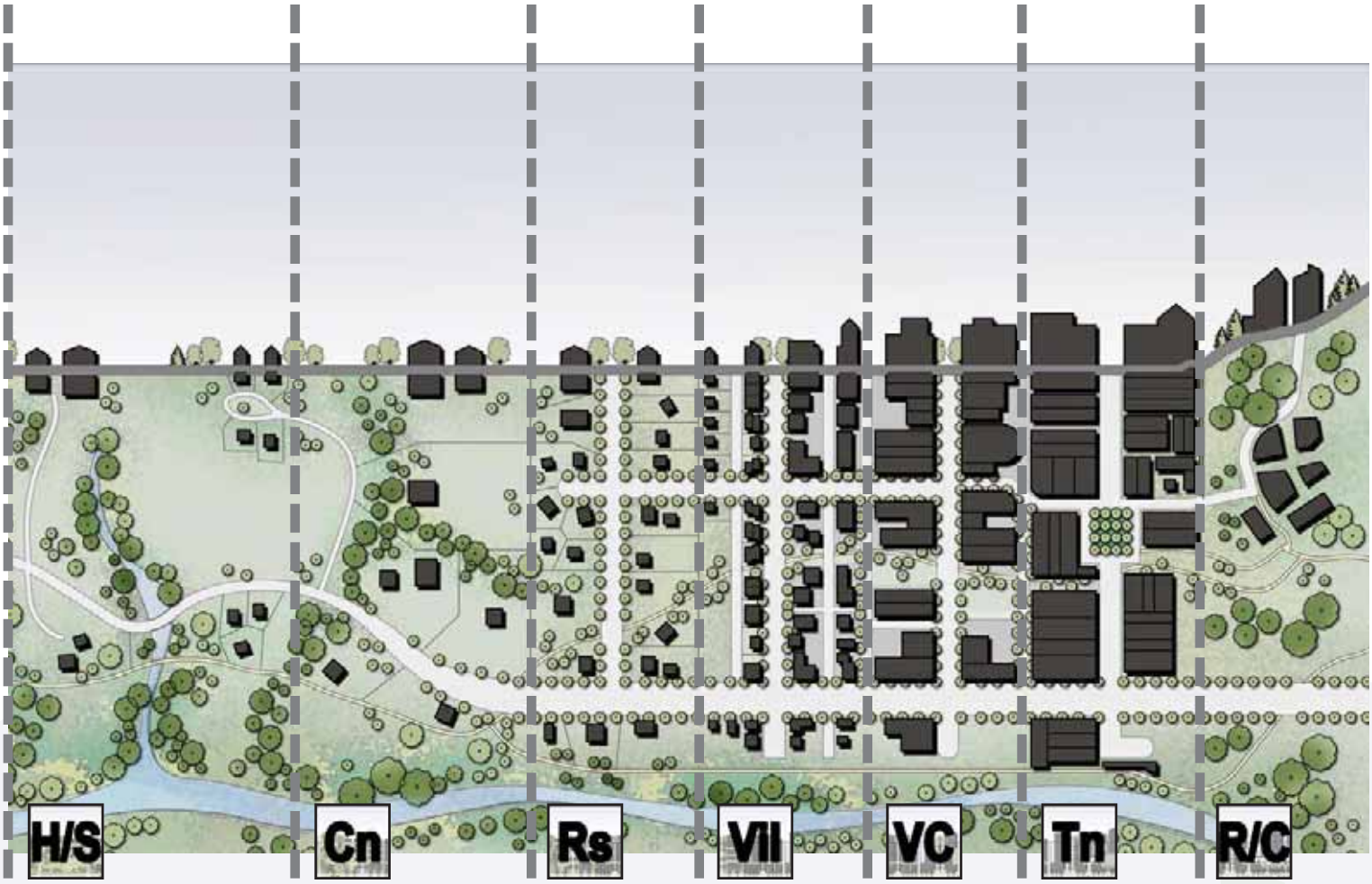
Improved Interconnectivity: An area that will be characterized in the future by increased interconnectivity.

Character Defining Features - Neighborhood Form Continuum

A Neighborhood Form identifies the general pattern and intensity of development representative of a certain character. One or more Neighborhood Forms are associated with each subarea. Below is a transect that depicts the continuum of Neighborhood Forms that make up our community and shows the relationship between the various patterns and intensities that define our character. The table below the transect describes characteristic acreages, heights, uses, and special considerations for each Neighborhood Form. These general characteristics are not prescriptive and are only meant to help describe the general pattern and intensity depicted in the transect.



	Preservation	Agriculture	Clustering
Acres	n/a	70+	35+
Height	n/a	n/a	2 story
Use	Preservation	Residential, Conservation	Residential, Conservation
Special Considerations	Preserved open space, wildlife habitat	Agricultural exemptions + incentives, scale of historic agricultural compounds	Improved wildlife habitat, open space and scenic protection with respect for private property rights, integrated transportation planning, scale of historic agricultural compounds



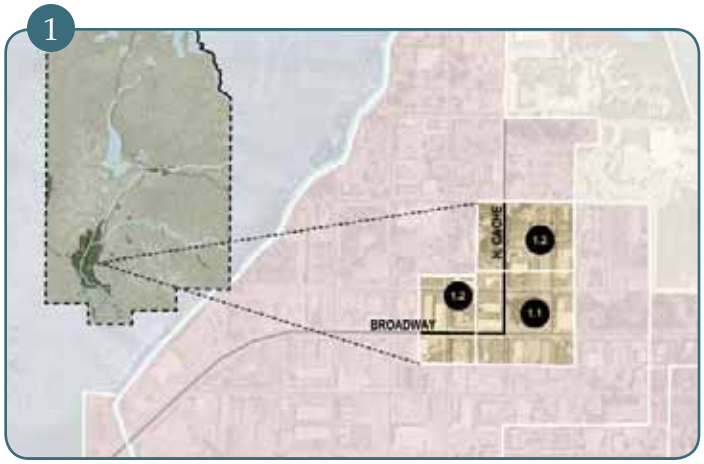
Habitat/Scenic	Conservation	Residential	Village	Village Center	Town	Resort/Civic
+/- 35	1-5	± 1	n/a	n/a	n/a	n/a
2 story	2 story	2 story	2 story	2-3 story	2-3 story	n/a
Residential, Conservation	Residential	Residential	Residential, Local Convenience Commercial, Civic	Residential, Commercial, Industrial, Civic	Residential, Commercial, Civic	Resort, Civic
Design for wildlife and/ or scenery, scale of historic agricultural compounds	Design for wildlife and/or scenery, predominance of landscape over built form	Design for wildlife and/ or scenery, predominance of landscape over built form	Variety of housing types, complete streets, workforce housing	Mixed use, pedestrian oriented, complete streets, workforce housing	Pedestrian oriented, public spaces, complete streets, workforce housing, employment center	Master Planned, more intense development, public, semi-public facilities

What Does the Illustration of the Vision Address?

Our community's Vision is illustrated in 15 Character Districts. Each Character District has unique issues, opportunities and objectives. Each Character District contributes to the overall implementation of the Comprehensive Plan and will ensure that preservation and development occur in the desired amount, location and type throughout the community.

Each Character District is composed of 6 parts:

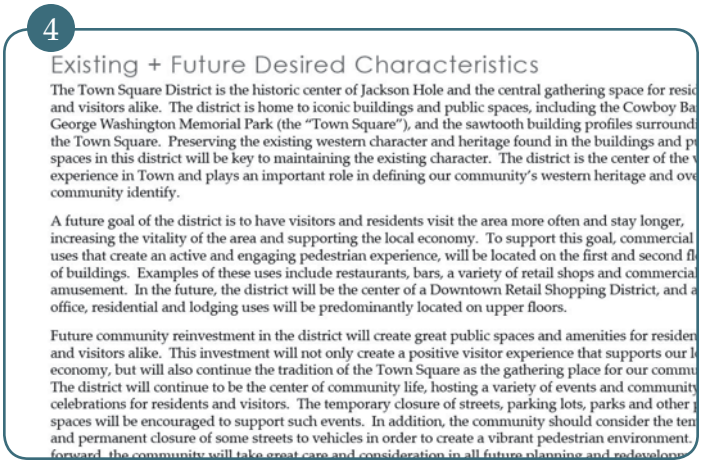
1. The Vicinity Map identifies the district boundaries and the size of the district in relation to the entire community. It also depicts the boundaries of the district subareas and their Stable, Transitional, Preservation, or Conservation classification.



2. The Character Defining Features Map depicts the characteristics that define each district and subarea. Characteristics are described through mapping or shown symbolically. Mapped features are illustrative of the character of an area and do not imply desired regulatory boundaries or specific locations of attributes. A complete list of symbols used on the maps can be found on pages IV-8 and IV-9.

3. The Complete Neighborhood/Rural Area Table indicates whether the district currently has the characteristics of a Complete Neighborhood or a Rural Area. It also indicates whether those characteristics will be maintained or enhanced in the future. This table serves to explain the classification of the district and identify the district's broad focus, basic issues, and opportunities.

4. Existing + Future Characteristics describe in words the existing and future character of the district, focusing on the elements of character that should be preserved or enhanced. This section provides the overall goals and vision for the district.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Existing + Future Desired Characteristics

The Town Square District is the historic center of Jackson Hole and the central gathering space for resid and visitors alike. The district is home to iconic buildings and public spaces, including the Cowboy Ba George Washington Memorial Park (the "Town Square"), and the sawtooth building profiles surround the Town Square. Preserving the existing western character and heritage found in the buildings and p spaces in this district will be key to maintaining the existing character. The district is the center of the v experience in Town and plays an important role in defining our community's western heritage and ove community identify.

A future goal of the district is to have visitors and residents visit the area more often and stay longer, increasing the vitality of the area and supporting the local economy. To support this goal, commercial uses that create an active and engaging pedestrian experience, will be located on the first and second fl of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercia amusement. In the future, the district will be the center of a Downtown Retail Shopping District, and a office, residential and lodging uses will be predominantly located on upper floors.

Future community reinvestment in the district will create great public spaces and amenities for residen and visitors alike. This investment will not only create a positive visitor experience that supports our l economy, but will also continue the tradition of the Town Square as the gathering place for our commu The district will continue to be the center of community life, hosting a variety of events and community celebrations for residents and visitors. The temporary closure of streets, parking lots, parks and other p spaces will be encouraged to support such events. In addition, the community should consider the ten and permanent closure of some streets to vehicles in order to create a vibrant pedestrian environment. forward, the community will take great care and consideration in all future planning and redevelopm

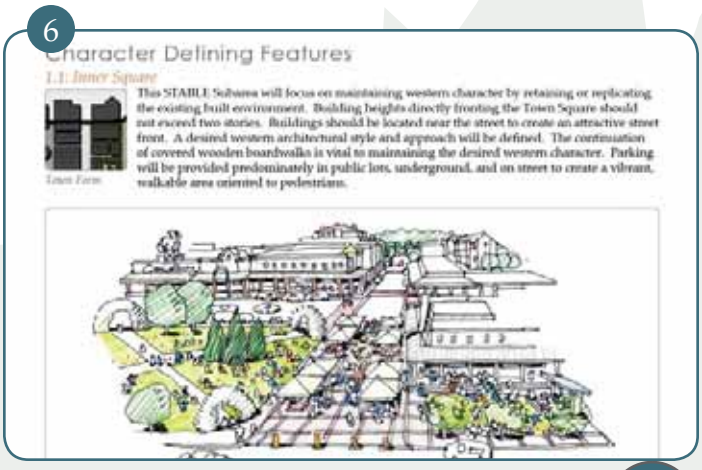
5. The Policy Objectives are policies from the Common Values of Community Character chapters of the Comprehensive Plan that are particularly relevant and should be implemented in the district. There may be other policies that apply to the district, but these are the key objectives to be met in the district in order for the community to achieve our Vision.

5

Policy Objectives

Common Value 1: Ecosystem Stewardship	N/A
Common Value 2: Growth Management	4.1.d: Maintain Jackson as the economic center of the region
	4.2.c: Create vibrant walkable mixed-use subareas
	4.2.d: Create a Downtown Retail Shopping District
	4.2.e: Protect the image and function of Town Square
	4.2.f: Maintain lodging as a key component in the downtown
	4.4.a: Maintain and improve public spaces
	4.4.c Continue traditions and community events
	4.5.a: Identify and preserve historically significant structures and sites
Common Value 3: Quality of Life	6.2.a: Enhance tourism as the basis of the economy
	6.3.a: Ensure year-round economic viability
	7.1.c: Increase the capacity for use of alternative transportation modes

6. The Character Defining Features describe each subarea through text, Neighborhood Forms, and photos and/or drawings. The focus of the description is the character priorities that will allow for the desired character of the district, and consequently the community Vision, to be achieved. The Neighborhood Form(s) depict the general pattern and intensity of development that meets the desired character; while the illustrations and/or photos provide a more detailed illustration of the desired built form. The entire continuum of Neighborhood Forms can be found on pages IV-8 and IV-9.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Character Defining Features

1.1: Inner Square

This STABLE Subarea will focus on maintaining western character by retaining or replicating the existing built environment. Building heights directly fronting the Town Square should not exceed two stories. Buildings should be located near the street to create an attractive street front. A desired western architectural style and approach will be defined. The continuation of covered wooden boardwalks is vital to maintaining the desired western character. Parking will be provided predominately in public lots, underground, and on street to create a vibrant, walkable area oriented to pedestrians.

Town Form

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 10/25/2019

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Glenwood Gill Condominiums
2. LOCATION: 165-185 N Glenwood Street
3. PROJECT NUMBER: P18-083

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO			1.25	
1 BEDROOM			1.75	
2 BEDROOM	2		2.25	4.50
3 BEDROOM	25		3.00	75.00
4 BEDROOM	2		3.75	7.50
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				87.00

5. CALCULATE REQUIRED PARK ACREAGE:

87.00 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.7830 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.7830 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 78,300 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 10/25/2019

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Glenwood Gill Condominiums

2. LOCATION: 165-185 N Glenwood Street

3. PROJECT NUMBER: P18-083

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
		165-185 N Glenwood Street		
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY				
.015 ACRES PER UNIT MULTI-FAMILY		29		0.4350

5. CALCULATE CASH IN-LIEU:

0.4350 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 78,300 CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Glenwood Gill Condominiums

Physical Address: 165 &185 N. Glenwood, Jackson, WY

Lot, Subdivision: 1-6, Blk 6 PIDN: 22-41-16-28-4-10-001 & 004

PROPERTY OWNER.

Name: Roseville Ventures II, LLC Phone: _____

Mailing Address: 4015 80th Street, Kenosha, WI ZIP: 53142

E-mail: _____

APPLICANT/AGENT.

Name: Mr. Nick Orthmann Phone: 262-842-0656

Mailing Address: 4011 80th Street, Kenosha, WI ZIP: 53142

E-mail: northmann@beardevelopment.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X 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

X 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 #: P18-083 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: 4/11/19

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 — Date: 10/30/2019

Nick Orthmann, Bear Development, LLC — Name Printed

Project Manager — Title

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P18-083

Date of Conference: 5/15/18

Planning Staff: Paul Anthony, Alex Norton

PROJECT.

Name/Description: Preapplication for Glenwood Gill Condos Phase 1

Physical Address: 165 and 185 Glenwood Street

Lot, Subdivision _____ PIDN: _____

Zoning District(s): DC

Overlay(s): Lodging

STAKEHOLDERS.

Applicant: S.R. Mills, Bear Development

Owner: Roseville Ventures II LLC

Agent: Arne Jorgensen

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
Sketch Plan Phase 1	Proposal is for greater then 39,000 sf	$2,500
Development Plan Phase 1	Proposal is for greater then 39,000 sf	N/A
Design Review Committee	Commercial/Mixed-use projects go to DRC	N/A
Final Plat	To allow proposed condominiums	

MEETING ATTENDEES:

Name	Company	Phone/Email
Arne Jorgensen	Hawtin Jorgensen	
S.R. Mills (via phone)	Bear Development	

Paul Anthony	Town Principal Planner	
Alex Norton	County/Town Jointy Planner	

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Sketch Plan	14 days	Council	150 days from sufficiency
Development Plan	14 days	Council	150 days from sufficiency

Checklist Key.

___√___***Required***. *Applicant must demonstrate compliance with this requirement.*

___N/A___***Not Applicable***. *Review requirement is not applicable to this project.*

General Information

Requirement		Notes
√	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
√	**Notarized Letter of Authorization.** See "Permit and Applications" section on Planning Department website for copy of form.	
√	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	
√	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	
√	**Mailed Notice fee.** See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	
√	**Digital Format.** All applications submitted to the Town Planning Department must be submitted in digital format.	

√	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.
N/A	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.
√	**Narrative description of the proposed development.** Describe in detail the existing condition of the property and the proposed development, use, or subdivision for which you are seeking approval.
√	**Findings for approval.** Include in your narrative a response to the findings for approval found in LDR Div 8.5, as applicable.
√	**Proposed Development Program.** Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.). An example is found in the Administrative Manual.
√	**Site Plan.** Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.
√	**Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.
N/A	**Neighborhood Meeting Summary.** See Section 8.2.3 for Neighborhood Meeting requirements.
√	**Posted Notice.** See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone: _____

Applicable LDR Section: _____

PHYSICAL DEVELOPMENT. *Please see Subsection B in applicable Zone District for specific standards.*

	Requirement	Notes
√	**Structure Location and Mass** (setbacks, height, FAR, etc.)	
N/A	**Maximum Scale of Development** (individual building size)	
√	**Design Review** (Design Guidelines and Design Review Committee)	
√	**Site Development** (Driveway and Access limits)	
√	**Landscaping** (see Div. 5.5 for more information)	
√	**Fencing** (see Sec. 5.1.2 for more information)	

N/A **Environmental Standards (see Div. 5.1 and 5.2 for more information)**

- Natural Resource Buffers
- Irrigation Ditch Setback
- Natural Resource Overlay Standards

√ **Scenic Standards (see Div. 5.3 for more information)**

- Exterior Lighting
- Scenic Resource Overlay (SRO) Standards

√ **Natural Hazards to Avoid (see Div. 5.4 for more information)**

- Steep Slopes
- Areas of Unstable Soils
- Fault Areas
- Floodplains
- Wildland Urban Interface

N/A **Signs (see Div. 5.6 for more information)**

√ **Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)**

- Grading
- Erosion Control
- Stormwater Management

USE STANDARDS. *Please see Subsection C in applicable Zone District for specific standards.*

Requirement	Notes
√ **Allowed Uses** (see Div. 6.1 for more information)	
√ **Parking** (see Div. 6.2 for more information)	
√ **Employee Housing** (see Div. 6.3 for more information)	
N/A **Maximum Scale of Use**	
√ **Operational Standards (see Div. 6.4 for more information)**	

- Outside Storage
- Refuse and Recycling
- Noise
- Vibration
- Electrical Disturbances
- Fire and Explosive Hazards
- Heat and Humidity
- Radioactivity

DEVELOPMENT OPTIONS. *Please see Subsection D in applicable Zone District for specific standards.*

Requirement	Notes

√	**Allowed Subdivision and Development Options** (see Div. 7.1 and 7.2 for more information)
√	**Residential Subdivision Requirements** (see Div. 7.4 and 7.5 for more information) • Affordable Housing • School and Parks Exactions
√	**Infrastructure (see Div. 7.6 and 7.7 for more information)** • Transportation Facilities • Required Utilities

OTHER APPLICABLE LDR STANDARDS

Requirement		Notes:
N/A	**Division 1.9, Nonconformities** **1.9.2** Nonconforming Physical Development **1.9.3** Nonconforming Uses **1.9.4** Nonconforming Development Options and Subdivisions **1.9.5** Nonconforming Signs	
N/A	**Division 7.3, Open Space Standards** **7.3.3** Configuration and Location of Required Open Space **7.3.4** Use of Open Space **7.3.5** Physical Development Permitted in Open Space **7.3.6** Record of Restriction **7.3.7** Ownership of Open Space	

ADDITIONAL COMMENTS

- We will need to discuss the impact that the proposed affordable housing mitigation requirements would have on the project. In short, after the moratorium is over, the project would be mitigated at the proposed new 'Short-term Rental' rate rather than the current residential long-term rate, which will likely be an increase in mitigation.
- Staff encourages the applicant to make sure that there are regular entrances to the residential/short-term units along the Glenwood and Gill frontages. The narrative commits to this goal but without doors shown on the plans it remains unclear where such entrances would be located.
- While there appears to be adequate parking, we should discuss how the parking will be allocated will be allocated.
- We will need to confirm what the final sidewalk cross-section/width will be given existing conditions.

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

	Agency	Required for:
√	Building Official	
√	Town Attorney	
√	Town Engineer	
	Title Company – for subdivision plat	
	County Surveyor – for subdivision plat	

√	Jackson Hole Fire EMS
√	Housing Authority
	Integrated Solid Waste & Recycling
	National Park Service
	Parks and Recreation Department
√	Pathways Coordinator
	Public and Environmental Health
√	Police Department
	Teton Conservation District
	Teton County School District
	Teton County (required when subdividing land within one mile of the Teton County)
	U.S. Forest Service (if adjacent to or accessing through forest service lands)
	Wyoming Department of Environmemtal Quality
	Wyoming Department of Game & Fish
	Other

Project Plan Review History

PLANNING

Project Number	P18-083	**Applied**	3/19/2018	STOL
Project Name	Pre-App Devel Plan 165 & 185 Glennwood	**Approved**		
Type	PREAPPLICATION	**Closed**		
Subtype	DEVELOPMENT PLAN	**Expired**		
Status	STAFF REVIEW	**Status**		

Applicant **Owner** ROSEVILLE VENTURES II, LLC

Site Address	City	State	Zip
165 & 185 N GLENWOOD STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
JACKSON ORIGINAL-TOWNSITE	22411628410004	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Jim Green	NO COMMENT	3/19/2018	4/9/2018		
Fire Kathy Clay	APPROVED W/CONDITI	3/19/2018	4/9/2018	3/26/2018	Notes will change bldg cost

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

MEMO
FIRE REVIEW

TO: Paul Anthony, Principal Planner
Tiffany Stolte, Office Manager

FROM: Kathy Clay, Fire Marshal

DATE: March 26, 2018

SUBJECT: Pre-Application Review/Bear Development
165, 185 N. Glenwood Street
P18-083

This office has received the request for a pre-application review at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.

PLEASE TAKE SPECIAL NOTE OF ALL ***STARRED*** ITEMS.

Comments include, but are not limited to:

General Requirements
1. *****Fire apparatus access is not attainable. All buildings shall be sprinklered per NFPA 13 to accommodate inadequate fire department access. (2015 IFC 503.1.1)
2. Visible address numbers, a minimum of 4 inches in height and 0.5 inch stroke width, shall be installed on all structures. (IFC 505.1)
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Illumination shall be provided in the means of egress in accordance with (1008.2). Under emergency power, means of egress illumination shall comply with (1008.3).
8. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
9. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 908.7)
10. Final fire inspection shall be required before certificate of occupancy is released.
11. ****Plans submitted to Fire Department for review shall consist of one set of paper plans and one set of electronic plans (CD, thumb drive, or PDF format).

Emergency Responder Radio Coverage1. *****Where required, new building shall have approved radio coverage for emergency responders whthin the building base upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. (IFC 510)

Sprinklers
1. ****As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7) Due to inadequate fire department access, NFPA 13 standards shall be required.
2. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
3. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
4. Water main shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydro testing. (IFC 901.4.1)
5. Fire flow requirements shall meet Appendix B of the International Fire Code.
6. ****Pitot water flow test is required on all new fire sprinkler installations for NFPA 13R and NFPA 13 systems. Plans will not be approved without certified test. (NFPA 291)
7. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)

Type of Review / Contact	Status	Dates: Sent	Due	Received	Remarks

Notes

8. ****Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension and shall be accessible from outside grade. (IFC 903.2.11.1.1)
9. Concealed spaces within NFPA 13 protected structures having combustible materials shall comply with the requirements and may require additional protection. (IFC 903.3)
10. Exterior overhangs exceeding 4 feet shall be protected using fire sprinklers when combustible construction is used (NFPA 13).
11. Exterior egress stairways built of combustible construction shall be protected with fire sprinklers (NFPA 13).
12. Roof top occupancy appears to be present and shall be reviewed for proper protection.

Alarms

13. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment.
(IFC Chapter 9)
14. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.
15. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.
16. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC 915.1)

Elevator

17. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607)

Please feel free to contact me if you have any further questions at kclay@tetoncountywy.gov or at 307-733-4732.

Legal A Cohen-Davis	APPROVED	3/19/2018	4/9/2018	4/9/2018
Parks and Rec Steve Ashworth	NO COMMENT	3/19/2018	4/9/2018	
Pathways Brian Schilling	NO COMMENT	3/19/2018	4/9/2018	
Planning Paul Anthony	NO COMMENT	3/19/2018	4/9/2018	
Police Todd Smith	APPROVED W/CONDITI	3/19/2018	4/9/2018	3/21/2018

(3/21/2018 3:13 PM STOL)
I am sure we will have questions going forward as the project takes on a more formalized plan. Good to see more parking compared to some other recent projects.

Thanks,
Todd

Public Works Brian Lenz	NO COMMENT	3/19/2018	4/9/2018	

Type of Review Contact Notes	Status	Dates Sent	Due	Received	Remarks
START Darren Brugmann	NO COMMENT	3/19/2018	4/9/2018		
TC Housing Authority Stacy Stoker (3/20/2018 12:23 PM SAS) The applicant must submit a complete Housing Mitigation Plan to be reviewed at the initial review of the free market portion of the development plan.	APPROVED	3/19/2018	4/9/2018	3/20/2018	See Notes

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

Released	✓
Indexed	✓
Abstracted	✓
Scanned	

WARRANTY DEED

Cony Corporation, a Wyoming corporation, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantee, CONVEYS and WARRANTS to Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTEE whose address is 4011 80th Street, Kenosha, WI 53142, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 5 and 6 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIN: 22-41-16-28-4-10-004

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS our hands this 28 day of December, 2016.

GRANTOR: CONY CORPORATION
GRANTEE: ROSEVILLE VENTURES II LLC
Doc 0919653 bk 937 pg 746-746 Filed At 14:34 ON 12/28/16
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary Smith Deputy

Cony Corporation, a Wyoming corporation:

Andrew Evans Carson

Andrew Evans Carson, President/Director

James A. Roscoe

James A. Roscoe, Secretary/Director

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 28 day of December, 2016 by Andrew Evans Carson as President/Director and James A. Roscoe as Secretary/Director of Cony Corporation, a Wyoming corporation.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

LIZ JORGENSON - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires November 9, 2020

JACKSON HOLE
TITLE & ESCROW
307.733.3153

GRANTOR: 185 N GLENWOOD LLC
GRANTEE: ROSEVILLE VENTURES II LLC
Doc 0919715 bk 937 pg 909-909 Filed At 13:39 ON 12/29/16
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary Smith Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

Released	✓
Indexed	✓
Abstracted	✓
Scanned	

File No.: **614163JAC (mgm)**

185 N. Glenwood, LLC, a Wyoming limited liability company, GRANTOR(S), for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) to

Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTEE(S),

whose mailing address is 4015 80th Street, Kenosha Wisconsin 53142, the following described real estate, situated in the County of **Teton**, State of **Wyoming**, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit:

Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat Number 100.

State Identification Number 22-41-16-28-4-10-001

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of record.

WITNESS the due execution and delivery of this Warranty Deed
this 23rd day of December, 2016.

185 N. Glenwood, LLC, a Wyoming limited liability company

By: TNG 22, LLC, Its Sole Member

By: _____
Name: Raymond C. Leffler
Title: Sole Member

State of Wisconsin
County of Kenosha

This instrument was acknowledged before me on this 23rd day of December, 2016 by Raymond C. Leffler as Sole Member of TNG 22, LLC, as Sole Member of 185 N. Glenwood, LLC, a Wyoming limited liability company.

KRISTY L. BOYLE NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
My Commission Expires: June 24, 2018

LETTER OF AUTHORIZATION

Roseville Ventures II, LLC ,"Owner" whose address is: 4015 80th Street, Kenosha, WI, 53142

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Roseville Ventures II, LLC , as the owner of property more specifically legally described as: Lots 1-6, Blk 6, Original Town of Jackson, Plat 100

(If too lengthy, attach description)

HEREBY AUTHORIZES Bear Development, LLC & Jorgensen 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*:** Member

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

STATE OF Wisconsin)
)SS.
COUNTY OF Kenosha)

The foregoing instrument was acknowledged before me by Stephen R Mills this 5 day of April, 2019.

WITNESS my hand and official seal.

Sarah E Bell **(Seal)**

(Notary Public)

My commission expires: 5/10/22

SARAH E. BELL
Notary Public
State of Wisconsin

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: FEBRUARY 13, 2020

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

MEETING DATE: FEBRUARY 18, 2020

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

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.

BACKGROUND

Town Council reviewed this application at Regular Town Council meetings on December 2 and 16, 2019 and January 6, 2020. At the January 6, 2020 meeting Council direct staff to 1) work with the applicant to amend the Snow King Planned Resort District Master Plan subject to the conditions and department reviews from the December 2, 2019 staff report pursuant to the Town Council direction provided at subsequent meetings, 2) make any other necessary edits to the satisfaction of the Community Development Director, Planning Director and Town Attorney, 3) obtain SKRMA's formal position on the revised amended conditions; and 4) once staff has obtained SKRMA's formal position on the amendments, bring this item back for final consideration by Town Council at the February 3, 2020 Regular Town Council meeting. In addition, the Council continued an associated Item P19-201, a Sketch Plan for the Snow King Planned Resort District Master Plan, to February 3, 2020. At the February 3, 2020 Regular Town Council meeting both items were continued to the February 18, 2020 meeting.

Staff and the applicant are both requesting that both items now be continued to the March 2, 2020 Regular Town Council meeting to allow additional time to complete the direction given by Council on January 6, 2020.

SUGGESTED MOTION

I move to continue Item P19-201 an amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development and an amendment to an associated Sketch Plan pursuant to Section 8.7.3 Planned Unit Development and Section 8.3.1 Sketch Plan to the Regular Town Council meeting on March 2, 2020.

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: FEBRUARY 13, 2020
MEETING DATE: FEBRUARY 18, 2020

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

SUBJECT: **ITEM P19-262:** AMENDMENT TO THE FINAL (MAJOR) DEVELOPMENT PLAN FOR PINE GLADES PLANNED UNIT DEVELOPMENT (PUD).

APPLICANT/AGENT: BILL COLLINS – COLLINS PLANNING ASSOCIATES

PROPERTY OWNER: PINE CANYON, LLC

REQUESTED ACTION

I move to continue Item P19-262 an Amendment to the Final (Major) Development Plan for Pine Glades Planned Unit Development (PUD) to the Regular Town Council meeting on March 16, 2020.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk **PRESENTER**: Sandy Birdyshaw

MEETING DATE: February 18, 2020

SUBJECT: **2nd Reading Ordinance L – Updating Municipal Code Title 6 Liquor Licenses and Permits**

STATEMENT/PURPOSE

The Town Council authorizes any changes to the Municipal Code including those related to alcohol regulations.

BACKGROUND/ALTERNATIVES

During 2019, the Town Council held four workshops to discuss proposed changes and updates to Title 6. At the last workshop on October 21st, the Town Council directed staff to incorporate the direction that had been given by Council at all the workshops and to bring back a draft ordinance. That draft ordinance passed first reading on November 4, 2019.

Second reading was scheduled for January 6, 2020. During the meeting, new revisions were discussed and staff was directed to incorporate those changes and bring back a new draft ordinance for first reading.

Between January 6 and February 3, the legal analysis performed by MuniCode was received and staff incorporated practical revisions into the February 3rd draft. MuniCode's revisions were shown in green font and corrected inconsistencies when referring to Statutes and removed duplicative language. These revisions would have come to the Council later this year; however since Title 6 was under review and the revisions were not major in nature, staff suggested incorporating them now.

The February 3 draft ordinance presented for first reading included revisions dicussed by Council in the January 6th meeting and the MuniCode recommendations. On February 3, the Council passed the draft ordinance on first reading including changes to 6.60.020. The Council directed staff to revise language making a suspension for the 3rd and 5th compliance check failure mandatory, while leaving the other three actions open for consideration.

Proposed language for February 18, based on Council direction given February 3rd:

6.60.020 Grounds for Suspension and/or Revocation.

A. The following actions ~~are grounds for~~ will result in the Town Council ~~to consider~~ suspending a liquor license. These actions may also result in ~~and/or for~~ the Town Council ~~to~~ initiating~~e~~ revocation proceedings. Revocation proceedings will be in accordance with Wyo. Stat. Ann. title 12-7-201.

1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103 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 Wyo. Stat. Ann. title 12-6-103 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.

B. The following actions are grounds for the Town Council to consider suspending a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with Wyo. Stat. Ann. title 12-7-201.

1. 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.
2. 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. Three (3) or more substantiated violations of any other provision of Wyo. Stat. Ann. title 12 or the Jackson Municipal Code not identified in this section in any twelve (12) month period. The suspension will be carried out within the current liquor license year and be up to thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

COMPREHENSIVE PLAN ALIGNMENT

Aligns with Comprehensive Plan Policy 8.1.a. for the delivery and quality of desired levels of service to the community and the decisions related to liquor licensing have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

Liquor licensed establishments may have a positive or negative impact on its neighborhood, and the Town Council must balance the needs of a licensee with the needs of those who live or work in the vicinity. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Town Council could also have a high-level strategic discussion about the goals of regulating alcohol sales within Town limits and how they would measure success in reaching those goals prior to considering specific changes in the Municipal Code.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers and the local licensing authority; each liquor license holder; the Police Department and Town staff as related to compliance with liquor laws; and the residents and guests of the community expecting adequate and safe provision of alcohol to those legally entitled to partake.

FISCAL IMPACT

The fiscal impact of passage of this ordinance after third reading varies between $1,400 and $3,300 depending on the length of the ordinance. Ordinances are advertised the Wednesday immediately following Town Council approval on third reading.

STAFF IMPACT

The staff impact of revising this particular ordinance has been substantial and long-term. The staff impact of passing an ordinance after first and second reading is minimal. The Town Clerk's office prepares a brief, courtesy public notice for the ordinance and scheduled date of the third reading. The staff impact of passage upon third and final reading is notable in that it requires publishing the full ordinance in the newspaper, and codifying the municipal code. The ordinance is also processed for permanent records storage, the electronic database, posted on the Town's website, and provided to liquor license holders.

LEGAL REVIEW

Ongoing as needed. The Town Attorney played in integral role in the proposed revisions and continued review of the draft ordinance.

ATTACHMENTS

Ordinance L - redline and clean versions

RECOMMENDATION

Staff recommends approving the ordinance at second reading.

SUGGESTED MOTION

I move to approve Ordinance L at second reading.

1. This document INCLUDES all PRIOR proposed revisions discussed before the JANUARY 6 - 2nd Ordinance Reading. (all redline changes accepted)
2. Redline edits in this document indicate PROPOSED revisions discussed in the JAN 6 meeting and minor MuniCode suggestions (in green).
3. This document INCLUDES the FEBRUARY 3 revisions proposed by Council in 6.60.020.

ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS TO REMOVE CODE WHICH DUPLICATES WYOMING STATUTE TITLE 12, TO UPDATE CODE WITH WYOMING STATUTE TITLE 12 CHANGES EFFECTIVE JULY 1, 2019, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Sections 6.10 through 6.90 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to remove code which duplicates Wyoming Statute Title 12, to update code with Wyoming Statute Title 12 changes effective July 1, 2019, to add regulations for off-premises open container sales, require training for alcohol server staff, and update code relating to suspension and penalties for violations, to read as follows:

Chapter 6.10
DEFINITIONS

Sections:

6.10.010 Definitions.

6.10.010 Definitions.

As used in this Title.

A. **Alcohol Server Staff** means all persons employed at any business operating under a liquor license engaged in the selling or serving of alcoholic liquor and/or malt beverages, or the managers thereof.

B. **Hotel** means a building kept, used, maintained, advertised, and/or held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so equipped and serviced that the Town Council shall be satisfied that the chief source of revenue

to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.

C. **Licensee** means a person holding any permit or license in accordance with this Title or Wyo. Stat. Ann. Title 12~~ 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, 2020; 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, 2020)
6.30.030 Term - Exception. (Repealed. Ord. x § 1, 2020)

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 Wyo. Stat. Ann. title 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 Wyo. Stat. Ann. 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.

Commented [SB1]:
QUESTION 1

Staff recommends striking this sentence.

Or, Council may direct staff to determine and bring back a standard query for the JPD to use when conducting background checks, including what would disqualify a person.

6.20.012 Plan of Operations.

A. All new and transfer applications 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 customers will follow to order alcohol and how employees will pour and deliver alcoholic and malt beverages to customers.
4. The plan for outdoor service of food and/or alcoholic and malt beverages, if applicable.

B. Licensees must provide the Town Clerk a revised Plan of Operations anytime a Licensee changes the Plan of Operation.

(Ord. x § 1, 2020; 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, 2020; 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, 2020)

6.30.040 Microbrewery Permits, Authorization, and Application. (Repealed Ord. x, 2020)

6.30.050 Satellite Winery Permits, Application. (Repealed Ord. x, 2020)

6.30.060 Satellite Manufacturer's Permits, Authorization, and Application. (Repealed Ord. x, 2020)

6.30.010 Retail Liquor Licenses.

Establishments holding a Retail Liquor License which 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, 2020; Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995: Ord. 388 § 1, 1989Ord. 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, 2020; 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, 2020)

6.40.020 License: Contents, Signing, Attestation, and Display. (Repealed Ord. x, 2020)

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, 2020; 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; Places Open Containers are 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 Wyo. Stat. Ann. title ~~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 or ~~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 Wyo. Stat. Ann. 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.~~

B. 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 Wyo. Stat. Ann. title ~~W.S. §~~ 12-6-101~~, as amended,~~ is applicable.

(Ord. x § 1, 2020; 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.)

Commented [SB2]: January 6 revision

Commented [SB3]: Strike. Recommended by MuniCode as it restates Wyo. Stat.

Chapter 6.50
SPECIAL TWENTY-FOUR (24) HOUR PERMITS

Sections:

6.50.010 Catering Permits.

6.50.020 Malt Beverage Permits.

6.50.010 Catering Permits.

It is the duty and obligation of the Resort or Retail Liquor Licensee under which the Catering Permitee 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, 2020; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002.)

6.50.020 Malt Beverage Permits.

Applicants for Malt Beverage Permits will have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification will be required as part of the malt beverage permit application.

(Ord. x § 1, 2020; Ord. 1185 § 1, 2017; Ord. 969 § 2, 2010; Ord. 853 § 7, 2007; Ord. 697 § 1, 2002; Ord. 90 § 4, 1965.)

Commented [SB4]: January 6 revision
Applies to malt beverage permits not connected with a microbrewery.

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 Wyo. Stat. Ann. 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 §~~ Wyo. Stat. Ann. title 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 ~~are grounds for~~ will result in the Town Council ~~to consider~~ suspending a liquor license. These actions may also result in ~~and/or for~~ the Town Council ~~to~~ initiating~~e~~ revocation proceedings. Revocation proceedings will be in accordance with Wyo. Stat. Ann. title 12-7-201.

1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to ~~W.S. §~~ Wyo. Stat. Ann. title 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. §~~ Wyo. Stat. Ann. title 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.

Commented [SB5]: QUESTION 2

January 6 discussion.

FEB 3 Council revision - to make actions #1 and #2 a mandatory suspension

B. The following actions are grounds for the Town Council to consider suspending a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with Wyo. Stat. Ann. title 12-7-201.

1. 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.
2. 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. Three (3) or more substantiated violations of any other ~~the~~ provision~~s~~ of Wyo. Stat. Ann. title 12 ~~of the Wyoming State Statutes, as amended,~~ or the Jackson Municipal Code not identified in this section ~~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 up to ~~for~~ thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

C. 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, 2020; Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

Commented [SB6]: FEB 3 Council revision

provide council leeway on actions that were #3, 4, 5, now renumbered to 1, 2, 3

Commented [SB7]: January 6 discussion

Commented [SB8]: January 6 revision

Chapter 6.70
VIOLATIONS

Sections:

6.70.010 Violations. (Repealed. Ord. x, 2020)

6.70.010 Violations. Repealed.
(Ord. x § 1, 2020; Ord. 853 § 9, 2007.)

Chapter 6.90
PENALTY FOR VIOLATIONS

Sections:

6.90.010 General Penalty for Violations. Repealed Ord. x, 2020

6.90.020 Compliance Check Failures.

6.90.010 General Penalty for Violations. Repealed Ord x, 2020

~~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.~~

Commented [SB9]: Strike. Recommended by MuniCode as it restates JMC 1.12.010

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.

A representative of the Jackson Police Department will contact the management at the establishment that failed the compliance check to advise them of this requirement as soon as practical after the violation occurred.

~~1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.~~

Commented [SB10]: QUESTION 3

Recommended by Staff to make communication a requirement.
Same as shown in B.

~~A.~~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.

Commented [SB11]: January 6 revision
Same as shown in B.

A representative of the Jackson Police Department will contact the management at the establishment that failed the compliance check to advise them of this requirement as soon as practical after the violation occurred.

~~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, 2020; 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 __, 2020.
PASSED 2ND READING THE __ DAY OF __, 2020.
PASSED AND APPROVED THE __ DAY OF __, 2020.

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 __, 2020.

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

1. This document INCLUDES all PRIOR proposed revisions discussed before the JANUARY 6 - 2nd Ordinance Reading. (all redline changes accepted)
2. Redline edits in this document indicate PROPOSED revisions discussed in the JAN 6 meeting and minor MuniCode suggestions (in green).
3. This document INCLUDES the FEBRUARY 3 revisions proposed by Council in 6.60.020.

ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS TO REMOVE CODE WHICH DUPLICATES WYOMING STATUTE TITLE 12, TO UPDATE CODE WITH WYOMING STATUTE TITLE 12 CHANGES EFFECTIVE JULY 1, 2019, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Sections 6.10 through 6.90 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to remove code which duplicates Wyoming Statute Title 12, to update code with Wyoming Statute Title 12 changes effective July 1, 2019, to add regulations for off-premises open container sales, require training for alcohol server staff, and update code relating to suspension and penalties for violations, to read as follows:

Chapter 6.10
DEFINITIONS

Sections:

6.10.010 Definitions.

6.10.010 Definitions.

As used in this Title.

A. **Alcohol Server Staff** means all persons employed at any business operating under a liquor license engaged in the selling or serving of alcoholic liquor and/or malt beverages, or the managers thereof.

B. **Hotel** means a building kept, used, maintained, advertised, and/or held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so equipped and serviced that the Town Council shall be satisfied that the chief source of revenue

to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.

C. **Licensee** means a person holding any permit or license in accordance with this Title or Wyo. Stat. Ann. Title 12.

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, 2020; 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, 2020)
6.30.030 Term - Exception. (Repealed. Ord. x § 1, 2020)

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 Wyo. Stat. Ann. title 12-1-101 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 Wyo. Stat. Ann. title 12.

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.

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 applications 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 customers will follow to order alcohol and how employees will pour and deliver alcoholic and malt beverages to customers.
   4. The plan for outdoor service of food and/or alcoholic and malt beverages, if applicable.

B. Licensees must provide the Town Clerk a revised Plan of Operations anytime a Licensee changes the Plan of Operation.

(Ord. x § 1, 2020; 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, 2020; 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, 2020)

6.30.040 Microbrewery Permits, Authorization, and Application. (Repealed Ord. x, 2020)

6.30.050 Satellite Winery Permits, Application. (Repealed Ord. x, 2020)

6.30.060 Satellite Manufacturer's Permits, Authorization, and Application. (Repealed Ord. x, 2020)

6.30.010 Retail Liquor Licenses.

Establishments holding a Retail Liquor License which 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, 2020; Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995: Ord. 388 § 1, 1989Ord. 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, 2020; 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, 2020)

6.40.020 License: Contents, Signing, Attestation, and Display. (Repealed Ord. x, 2020)

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, 2020; 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; Places Open Containers are 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 Wyo. Stat. Ann. title 12-2-402 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 or 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 Wyo. Stat. Ann. title 12 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.

B. 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 Wyo. Stat. Ann. title 12-6-101 is applicable.

(Ord. x § 1, 2020; 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.

6.50.010 Catering Permits.

It is the duty and obligation of the Resort or Retail Liquor Licensee under which the Catering Permitee 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, 2020; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002.)

6.50.020 Malt Beverage Permits.

Applicants for Malt Beverage Permits will have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification will be required as part of the malt beverage permit application.

(Ord. x § 1, 2020; 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 Wyo. Stat. Ann. title 12 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 Wyo. Stat. Ann. title 12-6-103.
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 will result in the Town Council suspending a liquor license. These actions may also result in the Town Council initiating revocation proceedings. Revocation proceedings will be in accordance with Wyo. Stat. Ann. title 12-7-201.

1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103 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 Wyo. Stat. Ann. title 12-6-103 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.

B. The following actions are grounds for the Town Council to consider suspending a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with Wyo. Stat. Ann. title 12-7-201.

1. 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.
2. 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. Three (3) or more substantiated violations of any other provision of Wyo. Stat. Ann. title 12 or the Jackson Municipal Code not identified in this section in any twelve (12) month period. The suspension will be carried out within the current liquor license year and be up to thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

C. 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, 2020; Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

Chapter 6.70
VIOLATIONS

Sections:

6.70.010 Violations. (Repealed. Ord. x, 2020)

6.70.010 Violations. Repealed.
(Ord. x § 1, 2020; Ord. 853 § 9, 2007.)

Chapter 6.90
PENALTY FOR VIOLATIONS

Sections:

6.90.010 General Penalty for Violations. Repealed Ord. x, 2020

6.90.020 Compliance Check Failures.

6.90.010 General Penalty for Violations. Repealed Ord x, 2020

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.

A representative of the Jackson Police Department will contact the management at the establishment that failed the compliance check to advise them of this requirement as soon as practical after the violation occurred.

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.

A representative of the Jackson Police Department will contact the management at the establishment that failed the compliance check to advise them of this requirement as soon as practical after the violation occurred.

(Ord. x § 1, 2020; 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 __, 2020.
PASSED 2ND READING THE __ DAY OF __, 2020.
PASSED AND APPROVED THE __ DAY OF __, 2020.

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 __, 2020.

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

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Sandy Birdyshaw

MEETING DATE: February 18, 2020

SUBJECT: **Jackson Curbside Inc. Franchise Extension**

STATEMENT/PURPOSE
Franchise agreements are by ordinance and require the Mayor and Council's approval.

BACKGROUND/ALTERNATIVES
On November 4, 2019, the Town received a formal request for an extension of the current franchise agreement from Jackson Curbside Inc. The franchisee requests that the franchise be extended under the original terms of the agreement which allows for the collection and disposition of both recyclable refuse and compostable materials.

This franchise was initially issued in 1994 for a two-year term and has been extended in five-year terms. The current term expires April 15, 2020. In 2004, the franchise fee was amended from 5% to 2% for the purpose of reducing impacts on waste hauling and landfill operations and to reflect the value of recycling to the Town's waste reduction efforts.

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

1. Approve the associated ordinance during tonight's meeting. (This would allow for third reading during the March 16, 2020 meeting and publication of the ordinance on March 18, 2020, such that the ordinance would be effective prior to the April 15, 2020 franchise expiration). Staff has placed the associated Ordinance on tonight's meeting agenda to make this option possible with the consent of the Mayor.
2. Discuss the issue and request further specific changes to the franchise agreement such that the ordinance can be presented for first reading on March 2, 2020.
3. Continue discussion of the issue until the March 2, 2020 meeting to further flesh out concerns or for staff to provide further information.
4. Take no action and allow the franchise agreement to expire.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT
Jackson Curbside provides a key role in collecting and disposing of recyclable refuse and compostable materials properly. This franchise aligns with *Policy 2.5.b: Manage our waste stream for sustainability*, by helping to minimize the amount of solid waste directed to landfills by making it easy for residents to recycle and dispose of compostable materials. Strategy 2.5.S.2 states *Increase awareness and opportunities for recycling, reuse, and composting, including communitywide curbside recycling*.

STAKEHOLDER ANALYSIS
The stakeholders involved include the Town Council, the Franchisee and employees thereof, community members utilizing this service, and Teton County Integrated Solid Waste and Recycling.

FISCAL IMPACT
Jackson Curbside Inc. currently pays a 2% franchise fee based off of gross revenue. The Town collected franchise fees of $ 2,000.35 in FY2019 from the franchisee, and $3,748.96 in FY2018.

Additionally, there will be a fiscal impact upon passage of the third reading of the ordinance for associated publication requirements. The publication cost of ordinances in general is estimated to be $400 to $800 depending on the length of the ordinance.

STAFF IMPACT

The staff impact is minimal and mostly complete at this point. The Town Attorney spent three hours reviewing and updating the Franchise Agreement.

LEGAL REVIEW

Ongoing as Needed.

ATTACHMENTS

Extension request, current franchise agreement, and draft Ordinance N.

RECOMMENDATION

Staff recommends that Council approve Ordinance N as presented at first reading during the Ordinances portion of tonight's meeting.

SUGGESTED MOTION

Should Town Council be ready to provide direction, staff recommends the following motions:

For Consent Calendar item: I move to consider Ordinance N granting Jackson Curbside Inc. a franchise for the collection and disposition of recyclable refuse and compostable materials during the Ordinances portion of tonight's meeting.

For Ordinance item: I move to approve Ordinance N at first reading.

From:	Jackson Curbside Recycling
To:	Sandy Birdyshaw
Subject:	Franchise Renewal Request for Jackson Curbside Inc
Date:	Monday, November 4, 2019 10:10:12 AM

To Mayor Muldoon and the Jackson Town Council:

The franchise agreement for Jackson Curbside Recycling is scheduled for renewal in mid-April of 2020. At this time, I would like to respectfully request that this franchise be extended for another 5-year period under the same terms as our existing agreement.

This summer, we celebrated 25 years in business since collecting our first official load of recyclables. We are grateful for all of the support you have given our small business over all of these years, and we look forward to continuing to provide our services to this community!

Most sincerely,

Kelly French
Owner
Jackson Curbside Inc

733.8559

ORDINANCE 1086

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Grant of Authority. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2. Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

(1) Recyclable Refuse. "Recyclable refuse" shall mean paper, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.

(2) Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

(3) Compostable Materials. "Compostable materials" shall mean all organic and non-organic waste which is accepted by the composting facility.

Section 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for

the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a recyclable refuse and compostable materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 7. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 8. Conduct of Work. Grantee, his employees or agents, engaged in the collection of-recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any recyclable refuse or compostable materials but must haul all recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of recyclable refuse and compostable refuse that no spillage occurs and that the recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 9. Liability for Expense,. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said recyclable refuse and compostable materials collection fees or charges.

Section 10, Termination; Right of Town to Carry on Work; Damages. It is further agreed that should-Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30)day period the Grantee cures the failure or refusal to comply.

Section 11, Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars ($1,000.00).

Section 12. Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring recyclable refuse and compostable materials collection services.

Section 13. Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 14. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of recyclable refuse and compostable materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate

the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Section 15. Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 16. Binding Effect. This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 17. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 18. Pick-Up Locations. Recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 19. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given affect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 20. Ordinances Re-pealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 21. Effective Date. This Ordinance shall become effective from and after the date of its passage.

PASSED 1ST READING THE 2ND DAY OF MARCH, 2015.
PASSED 2ND READING THE 16TH DAY OF MARCH, 2015.
PASSED AND APPROVED THE 13TH DAY OF APRIL, 2015.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC

BY: Kelly L. French

TOWN OF JACKSON

Sara Flitner, Mayor

ATTEST:

THE TOWN OF JACKSON INCORPORATED TETON COUNTY, WYO. SEAL

Olivia Goodale, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON)ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance 1086 was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the 15th day of April, 2015.

I further certify that the foregoing Ordinance was duly recorded on page 169 of Book 7 of Ordinances of the Town of Jackson, Wyoming.

Olivia Goodale, Town Clerk

ORDINANCE N

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Jackson Curbside Inc ("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" or "Town"), 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 franchise 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 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.

Paragraph 1. Grant of Authority. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

A. Recyclable Refuse. "Recyclable refuse" shall mean all recyclable materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center.

B. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

C. Compostable Materials. "Compostable materials" shall mean all organic and non-organic waste which is accepted by the composting facility.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 6. 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.

Paragraph 7. Books and Records. 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. 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.

Paragraph 8. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a Recyclable Refuse and Compostable Materials collection service in the said Town for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees for such Recyclable Refuse and Compostable Materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Recyclable Refuse and Compostable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Recyclable Refuse and Compostable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 10. Conduct of Work. Grantee, his employees or agents, engaged in the collection of-Recyclable Refuse and Compostable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of Recyclable Refuse and Compostable Materials and the receptacles containing the same. Grantee may not burn any Recyclable Refuse and Compostable Materials but must haul all Recyclable Refuse and Compostable Materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of Recyclable Refuse and Compostable Materials that no spillage occurs and that the Recyclable Refuse and Compostable Materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of Recyclable Refuse and Compostable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. 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 franchise granted herein. 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.

Paragraph 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Recyclable Refuse and Compostable Materials collection fees or charges.

Paragraph 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 14. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring Recyclable Refuse and Compostable Materials collection services.

Paragraph 15. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 16. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Recyclable Refuse and Compostable Materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Recyclable Refuse and Compostable Materials within the corporate

limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Paragraph 17. Enforcement. In the event the Franchising Authority 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.

Paragraph 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 19. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise agreement.

Paragraph 20. Pick-Up Locations. Recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Paragraph 21. 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:

Jackson Curbside Inc.
Attn: Kelly French
P.O. Box 10645
Jackson, WY 83002

Paragraph 22 Miscellaneous Provisions.

A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
B. 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.
C. 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.
D. 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.
E. Controlling law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
F. 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.

G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.

H. 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.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC.

_____
Kelly L. French

TOWN OF JACKSON

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandra P. Birdyshaw, Town Clerk

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 __, 2020.
PASSED 2ND READING THE __ DAY OF __, 2020.
PASSED 3RD READING AND APPROVED THE __ DAY OF __, 2020.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ 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

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: February 3, 2020

RE: Town Manager's Report

Budget Reallocation/Amendments

Below is an update on how funding has been shifted to other capital projects within the FY20 Budget. Ultimately, all funds reallocated to other projects are approved by Council through the budget amendment process. During the FY20 budget cycle, staff reallocated some capital funds due to the fact that some projects were not ready for FY20 construction and other projects came in under budget. Below is a breakdown of those projects:

1. Rate and Capacity Study
    a. For Sewer's portion, approved FY20 funds for the Flat Creek Sewer Project were reallocated to the Rate and Capacity Study, since this project will only include a FY20 feasibility study and no construction will be performed in FY20.
    b. For Water's portion, approved FY20 funds for the Zone 3 Water Tank were reallocated to the Rate and Capacity Study since our Zone 3 consultant contract came well within our FY20 Budget.
2. Fleet Maintenance Shop
    a. For the FY20 Budget, no funds were appropriated due to the timing of the SPET vote.
    b. In order to move quickly and keep inflation as low as possible, potential construction could start in summer of 2020. Staff will contract with Jorgensen Engineering to finalize design, code compliance, Development Plan, and bidding documents. Basically, Jorgensen will complete all tasks needed to get us to a state of readiness for bidding.
    c. In our FY20 Budget, we budgeted $535,250 for the design and construction of the North Cache Streetscape Project. Since staff has yet to finalize a design with WYDOT due to conceptual design alignment with all stakeholders, this project will not be constructed in FY20 and a portion of this approved budget will be used for getting the Fleet Maintenance Shop ready for bidding.
3. Cache Creek Tube 2C (Deloney and Willow)
    a. The current FY20 Cache Tube construction that was completed (King St.) and has unexpensed funds available due to the project coming in under budget.
    b. During the King St. construction phase, staff realized the impacts to businesses when off-season construction is not utilized to its fullest in the

downtown core. Staff has developed a plan to phase Cache Tube 2C in a way that has the least impact to businesses by utilizing this offseason. Due to the North Cache Streetscape Project not being constructed, staff feels there is potential to use some of this reallocated budget into Phase 2C of Cache Tube (and the Fleet Maintenance Shop, see #2).

c. There are a few benefits for moving this project forward this spring (2020):
    i. It is estimated that the 2C project will be done prior to work related to private development on the Save-the-Block property. By constructing Phase 2C prior to this private development, efficiencies and possible savings may be realized to that private development.
    ii. By constructing this spring, Phase 2C will be constructed during the spring season and staff will be able to bid in February, which would allow for best pricing for the project, as opposed to bidding this during late summer for FY21 Fall construction.