

Jackson Town Council Regular Meeting

September 8, 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. WEBEX LINK FOR PUBLIC PARTICIPATION

To join, click on the link or copy it to your browser:

<https://townofjacksonwy.webex.com/townofjacksonwy/onstage/g.php?MTID=e792bcd3a345b48c4a693967b549c047>

If the link does not work, join at [webex.com](https://www.webex.com) with Meeting ID **146 697 7108** Password toj

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations

III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. 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.

IV. 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. August 10, 2020 special workshop
 - 2. August 17, 2020 workshop
 - 3. August 17, 2020 regular meeting
 - 4. August 25, 2020 special meeting
- B. Disbursements
- C. Municipal Court Report for July 2020
- D. Special Event: Fall Arts Festival
- E. Bid 20-17 Award for 2020 Fall Street Patching Project
- F. Sewer Trunk Line Maintenance Contract
- G. Contract for Groundwater Exploration Grant with Wyoming Water Development Commission
- H. Encroachment Agreement for Shoring at 175 N Jackson Street for Rusty Parrot (P20-145)

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

- A. Housing
 - 1. Low Income Housing Tax Credit Housing Project at 400 W Snow King (April Norton)

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 P20-056:** Development Plan for Core Services Vehicle Maintenance Facility at 55 Karns Meadow Drive (Tyler Valentine) *This item will be continued to October 5th*
2. **Item P20-137:** Parking Agreement for 1490 Gregory Lane (Tyler Valentine)
3. **Item P19-242:** Snow King Mountain and Town of Jackson Gondola Lease Agreements (Tyler Sinclair)

VI. RESOLUTIONS

VII. ORDINANCES

A. Housing Rules and Regulations Annual Updates – Presented for 2nd Reading:

1. **Ordinance A:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.200 Housing Mitigation and Livability Standards.
2. **Ordinance B:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.300 Qualification and Eligibility, Disability Standards.
3. **Ordinance C:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.400 Weighted Drawing, Town and County Options for Right of First Purchase or Rental.
4. **Ordinance D:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.500 Purchase and Sale Standards and Procedures, and Repealing Section 16.10.500(B) Tenancy and Rental Standards and Procedures.
5. **Ordinance E:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.600 Rental Standards and Procedures.
6. **Ordinance F:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures, Process for Default Contested Case Hearings.
7. **Ordinance G:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.800 Occupancy and Use Standards.
8. **Ordinance H:** An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.900 Definitions.

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

Adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii).

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

AUGUST 10, 2020

JACKSON, WYOMING

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: None. *via Webex*: Vice-Mayor Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter. Mayor Pete Muldoon was absent.

STAFF: Larry Pardee, Tyler Sinclair, Lea Colasuonno, Zolo, April Norton, and Sandy Birdyshaw.

Updates to Water & Sewer System Rates and Capacity. This item was not heard, and no action was taken.

Legal Review of Jackson Municipal Code Title 5. Lea Colasuonno made staff comment. The Council held discussion on four policy questions related to Fee Updates, Licensing Long-term Residential Rentals, Chapter 5.52 General Business Regulations, and Taxi Fares.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to make the non-policy effectuating changes to Title 5 and the policy changes as discussed and altered by Council tonight, and bring the Title back for Council review at a future Town Council meeting. Vice-Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor, with Muldoon absent. The motion carried.

Low Income Tax Credit Project Review. April Norton made comment on the project at 400 West Snow King in partnership with Summit Housing Group LLC to develop housing. The Council held discussion on the serving the development from the alley side, addressing the dead-end alley, possibly extending on the south side, postponing the fourth building and possibly placing it on the north side of the property along Snow King, moving the curb-cut for better sight lines, and having further discussion and more details at the Council's September 8, 2020 regular meeting.

The Council did not take action on this item.

Adjourn. A motion was made by Jim Stanford and seconded by Jonathan Schechter to adjourn. The vote showed 4-0 in favor, with Muldoon absent. The motion carried. The meeting adjourned at 7:22 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JHNAG: August 19, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 17, 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:

TOWN COUNCIL: *In-person*: Vice-Mayor Hailey Morton Levinson. *via Webex*: Mayor Pete Muldoon, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Zolo, Tyler Sinclair, Paul Anthony, Tyler Valentine, Brian Lenz, and Sandy Birdyshaw.

Vice-Mayor Levinson ran the meeting. Vice-Mayor Levinson stated upon further research, it was found that State of Wyoming had already enacted a law prohibiting the sale of all tobacco products, including vape products, to those under 21 years old and therefore the Council will not take further action on a vaping ordinance.

Vice-Mayor Levinson read a proclamation of appreciation for Police Chief Todd Smith recognizing his twenty-nine years of service as his retirement date of August 23, 2020 approached.

Public Comment. Sheriff Matt Carr, Kip MacMillan, Joe Burke, and Wes Gardner made comments of appreciation for Chief Smith. Dr. Dan Forman made comments of support for law enforcement. Don Frank made comments of appreciation for Chief Smith and fiscal responsibility and oversight.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the consent calendar including items A-G as presented with the following motions:

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the special and regular meetings on August 3, 2020 and the special workshop on August 10, 2020.
- B. **Disbursements.** To approve the disbursements as presented. Ace Equipment & Supply \$7,039.00; Ace Hardware \$240.74; Airgas Intermountain Inc. \$410.00; American Tower Corporation \$8,880.00; Anvil Hotel Partners LLC \$38,912.67; Big R Ranch & Home \$49.99; Bison Lumber \$325.83; BMV LLC \$63.95; Bristol, James \$292.00; C & A Professional Cleaning Serv LLC \$1,610.26; City Of Driggs \$1,756.93; Commercial Tire-Id Falls \$863.96; Control System Technology, Inc. \$847.00; Core & Main LP \$9,555.38; Day Wireless Systems \$9,489.11; Dean's Pest Control LLC \$820.00; Division Of Victim Services \$100.00; E.R. Office Express \$98.08; Energy Laboratories Inc. \$1,227.00; Evans Construction Inc \$875.49; Fire Services Of Idaho \$4,730.00; Fleetpride \$2,091.45; Freedom Mailing Service Inc. \$1,861.69; Freiss, Polly \$5,000.00; Friends Of Pathways \$7,816.00; Furber, Winslow \$42.25; Garmin USA \$64.95; Geittmann Larson Swift LLP \$1,462.50; Gillig LLC \$1,612.49; Goscoma \$150.00; Greenwood Mapping Inc. \$720.00; High Country Linen \$1,956.86; Hiltbrunner, Eric \$165.00; Hirst Applegate, LLP \$2,613.75; Hunt Construction Inc \$5,837.00; Idaho State Tax Commission \$5,570.00; Idaho Tire Recycles \$24.00; Idaho Traffic Safety, Inc. \$950.00; Interstate Battery \$911.65; InterWest Supply Company \$829.84; Jackson Animal Hospital \$94.18; Jackson Hole News & Guide \$4,270.85; Jackson Lumber Inc \$111.12; JH Tint \$652.00; Jorgensen Associates, Pc \$7,873.75; Kellerstrass Enterprises, Inc \$21,180.25; Kenworth Sales Company Dept #1 \$435.16; LexisNexis Matthew Bender \$181.31; Local Gov't Liability Pool \$633.13; LoganSimpson \$5,777.90; Lower Valley Energy Inc \$33,945.88; Mark Brookes \$9,400.00; McKechnie, David \$400.00; Miller Sanitation \$9,688.00; MSC Industrial Supply Co \$128.95; Napa Auto Parts Inc. \$1,724.80; Nelson Engineering \$2,639.40; On Sight Land Surveyors Inc. \$6,783.87; Operator 6 Executive Security LLC \$2,338.30; Partsmaster \$41.06; Perform Printing Inc \$1,925.47; Premier Truck- Salt Lake City \$4,660.76; Ron's Towing \$4,100.00; Rooted Landscape Architecture \$1,530.00; Rotary Club Of Jackson Hole \$300.00; Rui Inc. DbA Village Gardner \$864.23; Schow's Truck Center \$178.99; Silver Creek Supply \$239.95; Smith Power Products, Inc. \$3,748.01; Snake River Roasting \$146.85; Spring Creek Animal Hospital \$333.92; Suburban Propane \$60.00; Teton County Alternative To Incarceration \$9,192.32; Teton County Clerk \$296,040.16; Teton County Integrated Solid Waste/Recy \$23,808.77; Teton County Parks & Rec \$528,582.50; Teton County Special Fire Fund \$6,107.77; Teton County Transfer Station \$253.00; Teton County-Fund 10 \$63,622.68; Teton County-Fund 13 \$215,200.42; Teton Motors Inc \$862.73; Teton Tools LLC \$6.10; Teton Trash Removal, Inc. \$47.00; The Lodge @ Jackson Hole \$2,880.00; Thomson West \$893.85; Timberline Concrete \$520.00; Title 22 Consultants \$444.91; Trefonas Law, P.C. \$99.60; Uhl, Angie \$541.20; West Coast Code Consultants \$1,000.00; West Fork Construction \$38,755.00; Westbank Sanitation \$49.33; Western State \$1,734.85; White Glove Cleaning, Inc. \$2,755.63; Wood Environment & Infrastructure \$1,101.00; Wy Workers' Safety & Comp \$9,698.88; Wyoming Retirement System \$155,392.15; Yellow Iron Excavation, LLC \$210.00; Zep Sales & Service \$969.50.
- C. **Special Event: Jackson Hole Marathon and Half Marathon.** To approve the special event application made by the Jackson Hole Chamber of Commerce and the Jackson Hole Racing

Company for the Jackson Hole Marathon subject to the conditions and restrictions listed in the staff report.

- D. **Special Event: Carving the Future Pop-Up Skate Jam.** To approve the Pop-Up Skate Jam special event application made by Carving the Future and Hoff's Bikesmith subject to the conditions and restrictions listed in the staff report.
- E. **Temporary Sign Permit: Jackson Hole Ski Club (P20-153).** To approve the temporary banners in conjunction with Jackson Hole Ski Club subject to three (3) conditions of approval. The use of the site shall be granted by the property owner. The signs shall not be located on the sidewalks or in the public right of way. The signs for Jackson Hole Ski Club may be installed at 105 Buffalo Way, Albertsons for the Town Downhill from February 21, 2021 to March 7, 2021, for Registration Open for Enrollment 2020/2021 from August 23, 2020 to August 30, 2020, for the Virtual Ski Ball from September 13, 2020 to September 27, 2020, and the Ski Swap at from October 4, 2020 to October 18, 2020.
- F. **Conveyance of Mercill Avenue Infrastructure from Hidden Hollow to Town of Jackson (P20-118).** I move to accept the conveyance of East Mercill Avenue, legally described as Lot 22 of the Hidden Hollow 1st Addition to the Town of Jackson, and the Mercill Infrastructure to the Town of Jackson in accordance with the Development Agreement and subject to the department reviews attached to this staff report and the recommended conditions of approval: 1. Applicant shall provide all the required exhibits for the Bill of Sale. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer. 2. All outstanding items on the attached punch list shall be completed to the satisfaction of the Town prior to conveyance and acceptance at recordation. 3. Applicant shall provide warranty bonds in accordance with the Development Agreements. 4. Acceptance will be final, and Lot 22 and the Mercill Infrastructure will be conveyed to the Town upon the recordation of the Deed of Dedication and Bill of Sale in the Teton County Clerk's Office by the Town. The applicant shall pay the recording fees.
- G. **Development Agreement for 175 South Glenwood Street (P20-075).** To approve the Development Agreement (P20-075) between the Town of Jackson and property owner Arts District West, LLC for the Glenwood + Simpson Development at 175 South Glenwood Street subject to the recommended conditions of approval, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract agreements.

There was not any public comment on the Consent Calendar. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Parking Agreement at 1490 Gregory Lane (P20-137). Larry Pardee and Lea Colasuonno made staff comment. Rebecca Turner with Martin Family, LLC made comment on behalf of the application.

A motion was made by Jim Stanford and seconded by Jonathan Schechter to continue this item to a future town council meeting to be decided by the mayor and vice-mayor. Vice-Mayor Levinson called for the vote. The vote showed 4-1 in favor, with Levinson opposed. The motion carried.

Blair Drive - Kids Bike Park. Brian Schilling made staff comment. Public comment was given by Andy Weenig, Katherine Dowson, and John Graham.

A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to direct staff to remove the kids' bike skills loop that is located south of the Community Garden and restore and rehabilitate the disturbed area by June 1, 2021. Vice-Mayor Levinson called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Item P20-129: Conditional Use Permit for Snow Making Pump House. Tyler Sinclair made comment and facilitated council discussion on the snow making pump house application. Brian Lenz made staff comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-129, a motion was made by Pete Muldoon and seconded by Arne Jorgensen to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit to approve a snow making pump house and associated infrastructure located at 90 East Snow King

Avenue, subject to the department reviews attached to this staff report and the following conditions of approval:

1. Access around the pump house shall be maintained in this location as part of Phase 1 and a Building Permit is required.
2. The expiration date for this Conditional Use Permit shall be 2 years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use.

Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Item P19-242: Snow King Mountain and Town of Jackson Gondola Lease Agreement. Tyler Sinclair made staff comment and facilitated discussion on the gondola lease agreement and associated agreements. Ryan Stanley made comment on behalf of the applicant.

A motion was made by Jim Stanford and seconded by Jonathan Schechter to direct staff to finalize the draft lease agreement between the Town of Jackson and Snow King Mountain as outlined in this report based upon the discussion and direction provided at this meeting. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Item P20-089, -092: Development Plan and Administrative Adjustment at 175 N. Jackson for Rusty Parrot. Tyler Valentine made staff comment. Brandon Harrison made comment as the owner of Rusty Parrot. Hal Hutchinson and Scott McHale made comment on behalf of the applicant. Brian Lenz made staff comment.

Item A: Administrative Adjustment. Based upon the findings as presented in the staff report and made by the applicant for Item P20-092, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to make findings 1-5 as set forth in Section 8.8.1.C (Administrative Adjustment) of the Land Development Regulations related to 1) applicability; 2) unusual constraint, better protects natural or visual resources, or better supports purpose of zone; 3) consistency with zone or Comprehensive Plan; 4) danger to public safety; and 5) incremental administrative adjustments, and move to approve an Administrative Adjustment to reduce the pedestrian frontage from 13'6" to 12'3" along the Jackson Street frontage for the property located at 175 N. Jackson Street, subject to the departmental reviews and this staff report dated August 13, 2020, and the following condition:

1. If a building permit is not submitted within two years of Administrative Adjustment approval, the Administrative Adjustment shall expire.

Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Item B: Development Plan: Based upon the findings as presented in the staff report and made by the applicant for Item P20-089, a motion was made by Arne Jorgensen and seconded by Pete Muldoon to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, and to approve a Development Plan for a new 26,902 sf, 3-story lodging building for the property located at 175 N. Jackson Street, subject to the departmental reviews and this staff report dated August 13, 2020, and the following conditions:

1. The on-site restricted one-bedroom unit shall be recorded as an 80-120% AMI unit and the off-site deed restricted two-bedroom shall be recorded as a 50-80% AMI unit.
2. If a building permit is not submitted within two years of Development Plan approval, the Development Plan shall expire.
3. The final curb design for the corner of the site, which shall either be the proposed bulb-out design or a standard corner design, shall be determined by staff.

Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to read ordinances in short title. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance T: An Ordinance Granting AT&T a Franchise.

AN ORDINANCE GRANTING A FRANCHISE TO NEW CINGULAR WIRELESS PCS, LLC, ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN WIRELESS TELECOMMUNICATIONS FACILITIES FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN

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

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance T at third reading and designate it Ordinance 1256. Vice-Mayor Levinson called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Ordinance U: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4.

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance U at third reading and designate it Ordinance 1257. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance V: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8.

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance V at third reading and designate it Ordinance 1258. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance XX: An Ordinance Prohibiting the Sale of Flavored Tobacco Products with Exception.

No action was taken on this item.

Ordinance A: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.200 Housing Mitigation and Livability Standards.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.200(B)(2)(e)(ii), 16.10.200(C)(4)(a)(iii), AND 16.10.200(C)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, HOUSING MITIGATION PLAN AND LIVABILITY STANDARDS 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance A at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance B: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.300 Qualification and Eligibility, Disability Standards.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.300(B)(1)(c)(ii) AND 16.10.300(B)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, QUALIFICATION AND ELIGIBILITY, DISABILITY STANDARDS AND REASONABLE ACCOMMODATION 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance B at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance C: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.400 Weighted Drawing, Town and County Options for Right of First Purchase or Rental.

AN ORDINANCE ADDING SECTION 16.10.400(B)(6) TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, TOWN AND COUNTY OPTIONS FOR RIGHT OF FIRST PURCHASE OR RENTAL 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance C at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance D: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.500 Purchase and Sale Standards and Procedures, and Repealing Section 16.10.500(B) Tenancy and Rental Standards and Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.500(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, PURCHASE AND SALE STANDARDS AND PROCEDURES, AND REPEALING SECTION 16.10.500(B) OF THE TOWN OF JACKSON MUNICIPAL CODE HOUSING RULES AND REGULATIONS, TENANCY AND RENTAL STANDARDS 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance D at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance E: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.600 Rental Standards and Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.600(A), (B), (C), AND ADDING SECTION 16.10.600(D) TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, RENTAL STANDARDS AND PROCEDURES, 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance E at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance F: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures, Process for Default Contested Case Hearings.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.700(B)(2)(b) AND (B)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, PROCESS FOR DEFAULT CONTESTED CASE HEARINGS 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance F at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance G: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.800 Occupancy and Use Standards.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.800(D)(1)(a) AND 16.10.800(E)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, OCCUPANCY AND USE STANDARDS 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approve Ordinance G at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance H: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.900 Definitions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.900(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DEFINITIONS 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:

A motion was made by Pete Muldoon and seconded by Jonathan Schechter to approved Ordinance H at first reading. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council.

Planning Commission Reappointment. Mayor Muldoon reappointed Katie Wilson and David Vandenberg to the Planning Commission/Board of Adjustment and requested a motion from the Council consenting to these reappointments.

A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to affirm the Mayor’s reappointments of Katie Wilson and David Vandenberg to the Planning Commission/Board of Adjustment. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Town Manager’s Report. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on sales and lodging tax, parklets, and from the housing department on sheltering special-case Covid-19 quarantined individuals. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Pete Muldoon and seconded by Jonathan Schechter to adjourn the meeting. Vice-Mayor Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:34 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Vice-Mayor

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 17, 2020

JACKSON, WYOMING

The Jackson Town Council met in regular workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:03 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: none. *via Webex*: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Tyler Sinclair, Lea Colasuonno, Zolo, Michelle Weber, Roger Schultz, Darren Brugmann, and Sandy Birdyshaw.

Mayor Muldoon addressed the misinformation circulating about today's workshop being about defunding the police department, the workshop will review the work plan for the remaining of the year. A review of the police department budget may be placed on a future agenda and public comment would be taken before any decision would be made. Public comment would not be taken today since policy decisions would not be made.

Town Council Mid-Year Check-In. Tyler Sinclair facilitated discussion on the priorities that were set for 2020 by the Town Council in their January 2020 retreat. Today's conversation was to understand Council's priorities for the remaining five months of the year and staff's work plan capacity. Discussion included priorities set in January, work plans, current and proposed efforts, revisiting priorities for the next five months, and determining an evaluation process.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to come back to us as soon as is practicable with recommendations on how we can begin a systematic examination of how we identify, prioritize, and monitor the issues we address and activities we take on. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

JH Mountain Resort (JHMR) Ski Pass Contribution for START. Darren Brugmann made comment on the Jackson Hole Mountain Resort ski passholders utilizing START service to Teton Village. Recommendations to the Council included that JHMR ski passholders would not pay START fares on the Teton Village Routes, using the Cost of Service Model to determine costs for JHMR ski passholders, and that the JHMR contribution for ski passholder would be based on the cost of service model.

This cost of service model included the following steps: 1. Determine the total cost of the service for the Teton Village Routes. 2. Revenues from applicable Teton Village route federal grants and passenger fares, Teton Village Area 2 fees, and miscellaneous revenue are deducted from the total cost of service. 3. What remains is the unfunded portion of the cost of the Teton Village Routes. 4. JHMR and Teton Village Association pay their proportional share directly attributable to their employee ridership on the Teton Village Routes (currently 65% of the Route ridership). 5. JHMR pays their proportional share directly attributable to ski passholder ridership on the Teton Village Routes (currently 15% of the route ridership). The START Board recommended the remaining unfunded cost of service directly attributable to ski passholders be paid by JHMR with two deductions; a 50% split between JHMR and the Town/County for the community benefit received when ski passholders ride START buses to and from Teton Village, and for fiscal year 2021 only, another 50% split for phasing-in for fiscal year 2021. The remaining unfunded portion of the cost of service for the Teton Village Routes, is paid by the Town and County in accordance with the 45 / 55 percent split, respectively.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to direct START to allow Jackson Hole Mountain Resort ski passholders to ride the START Teton Village Routes at no charge to the passholder and implement START Board's recommendation. Mayor Muldoon called for the vote. The vote showed 3-2 in favor, with Muldoon and Stanford opposed. The motion carried.

Northern South Park Neighborhood Plan-Next Steps. Tyler Sinclair made comment and facilitated discussion on next steps for the Neighborhood Plan for Northern South Park before the discussion scheduled with Teton County on September 14, 2020. Discussion included oversight of the project, levels of public engagement, timeline, and options for staff and elected official management of the project.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to direct staff to prepare a draft scope of work and request for proposals for a Neighborhood Plan for Northern South

Park to be presented at the September 14 Joint Information Meeting based upon the discussion held at this meeting, including the following: to clarify that commercial or institutional uses would be considered, and it is not just a residential discussion. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 5:02 P.M.
minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JHNAG: August 26, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 25, 2020

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 5:19 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *in person*: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford. Jonathan Schechter arrived at 5:20 p.m. *via Webex*: none.

STAFF: Jason Wright and Sandy Birdyshaw.

Executive Session. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party and personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii) and (iii). The vote showed all in favor and the motion carried. The meeting adjourned at 5:17 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: September 2, 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-NCBERS GROUP WYOMIN	842092020	PAYROLL DEDUCTIONS	08/13/2020	100.00	100.00	09/02/2020
Total 328:					100.00	100.00	
51	ACE HARDWARE	707506	caulking and spraypaint	07/29/2020	20.97	.00	
51	ACE HARDWARE	708450	padlock	08/06/2020	21.99	.00	
51	ACE HARDWARE	709226	supplies to repair lab cabinets	08/12/2020	111.39	.00	
51	ACE HARDWARE	709840	cut off wheel or grinder	08/18/2020	17.34	.00	
51	ACE HARDWARE	709868	charger bollard install	08/18/2020	68.95	.00	
51	ACE HARDWARE	710036	START charger bollard install	08/19/2020	29.99	.00	
51	ACE HARDWARE	710265	general tools for resupply in truck	08/21/2020	342.47	.00	
51	ACE HARDWARE	710921	supplies for getting cleaning head	08/27/2020	52.46	.00	
51	ACE HARDWARE	711408	thermostat for heater	08/31/2020	34.99	.00	
51	ACE HARDWARE	711457	union to repair chlorine supply line	09/01/2020	6.99	.00	
51	ACE HARDWARE	711598	hand tools for water truck	09/02/2020	72.96	.00	
Total 51:					780.50	.00	
3596	ADVANCED GLASS TRIM, LLC	081320	windshield for patrol unit	08/13/2020	290.00	.00	
Total 3596:					290.00	.00	
4730	ADVANCED PUMP & EQUIPME	070120	Final retainage payment for lift sta	07/01/2020	9,195.25	.00	
Total 4730:					9,195.25	.00	
2269	AFLAC	188794	ACCOUNT #y9599	08/21/2020	2,769.65	2,769.65	08/21/2020
Total 2269:					2,769.65	2,769.65	
5726	AMAZON	173R-NTCW-V	Toner for various printers	08/02/2020	830.67	.00	
5726	AMAZON	1THM-HKJT-X	Webcams for employees to attend	08/29/2020	289.99	.00	
Total 5726:					1,120.66	.00	
463	ANIMAL CARE CLINIC OF JACK	625956285	Rabies vaccine for impound	08/20/2020	25.00	.00	
Total 463:					25.00	.00	
1783	AT&T	07192020	July bill for acct 287279795460	07/11/2020	251.88	.00	
1783	AT&T	08162020	Annual charges for account 28725	08/08/2020	2,562.16	.00	
1783	AT&T	08202020	Remaining annual charges (11 m	08/12/2020	43.23	.00	
Total 1783:					2,857.27	.00	
5994	B-CYCLE LLC	2533078	JUNE CONNECT ADJ	07/11/2020	30.00-	.00	
Total 5994:					30.00-	.00	
4920	BEST BEST & KRIEGER	877417	wireless agree	05/20/2020	2,847.00	.00	
4920	BEST BEST & KRIEGER	884533	Wireless consultation	08/31/2020	365.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4920:					3,212.00	.00	
4774	BIG R RANCH & HOME	1451491	great stuff	07/07/2020	6.49	.00	
Total 4774:					6.49	.00	
3500	BISON LUMBER	2008-735005	i submitted this once before but P	08/02/2020	12.14	.00	
Total 3500:					12.14	.00	
6244	BLUE360 MEDIA, LLC	INV-200728-SF	Updated Wyoming State Statute b	07/28/2020	2,290.75	.00	
Total 6244:					2,290.75	.00	
4614	C & A PROFESSIONAL CLEANI	AUGUST 2020	bunk house cleaning	07/29/2020	77.25	.00	
4614	C & A PROFESSIONAL CLEANI	SEPTEMBER	PW Sept cleaning	09/01/2020	2,216.11	.00	
4614	C & A PROFESSIONAL CLEANI	SEPTEMBER	Town Hall September locker room	09/01/2020	487.37	.00	
4614	C & A PROFESSIONAL CLEANI	SEPTEMBER	COVID Town Hall extra cleaning	09/01/2020	295.58	.00	
4614	C & A PROFESSIONAL CLEANI	SEPTEMBER	town hall september cleaning	09/01/2020	4,471.74	.00	
4614	C & A PROFESSIONAL CLEANI	SEPTEMBER	Parking Garage sept cleaning	09/01/2020	536.97	.00	
Total 4614:					8,085.02	.00	
5	CARQUEST AUTO PARTS INC.	600-487627	IGN wire set for TCSO	07/23/2020	53.72	.00	
5	CARQUEST AUTO PARTS INC.	6090-480518	brake pad set 2017 chev	06/04/2020	104.67	.00	
5	CARQUEST AUTO PARTS INC.	6090-486528	trailer connector for radar trailer	07/16/2020	3.91	.00	
5	CARQUEST AUTO PARTS INC.	6090-486704	2 brake rotos for TCSO	07/17/2020	154.10	.00	
5	CARQUEST AUTO PARTS INC.	6090-486730	brake calipers for TCSO	07/17/2020	235.29	.00	
5	CARQUEST AUTO PARTS INC.	6090-487771	brakes for TCSO tahoe	07/24/2020	89.45	.00	
5	CARQUEST AUTO PARTS INC.	6090-487894	brakes for TCSO tahoe	07/24/2020	105.70	.00	
5	CARQUEST AUTO PARTS INC.	6090-489847	supplies for PD Patrol build	08/06/2020	30.15	.00	
5	CARQUEST AUTO PARTS INC.	6090-489998	socket for trans repair	08/07/2020	359.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-490895	belt for bus 279	08/13/2020	78.31	.00	
5	CARQUEST AUTO PARTS INC.	6090-490937	2015 chevrolet air filter	08/13/2020	7.65	.00	
5	CARQUEST AUTO PARTS INC.	6090-490985	air filter for street truck	08/14/2020	195.78	.00	
5	CARQUEST AUTO PARTS INC.	6090-491	LUG NUTS FOR INVENTORY	08/20/2020	64.41	.00	
5	CARQUEST AUTO PARTS INC.	6090-491937	brakes for sheriff	08/20/2020	144.59	.00	
5	CARQUEST AUTO PARTS INC.	6090-492068	LUG NUTS FOR INVENTORY	08/21/2020	16.95	.00	
5	CARQUEST AUTO PARTS INC.	6090-492287	brakes for TCSD	08/22/2020	49.53	.00	
5	CARQUEST AUTO PARTS INC.	6090-492291	HEAD LAMP FOR INVENTORY	08/22/2020	47.64	.00	
Total 5:					1,740.85	.00	
544	CENTURYLINK	141518214	Remainder of FY21(~11 billing per	08/20/2020	219.74	.00	
Total 544:					219.74	.00	
6001	CIVICPLUS	199323	FY20 annual maintenance for Civi	06/29/2020	23,380.00	.00	
6001	CIVICPLUS	202522	2020 CivicPlus Website review pr	07/31/2020	4,000.00	.00	
Total 6001:					27,380.00	.00	
69	COMMUNITY ENTRY SERVICES	071420	Annual Contrat 2020-2021	07/14/2020	12,500.00	.00	
Total 69:					12,500.00	.00	
260	COMMUNITY SAFETY NETWORK	070120	1ST QUARTER	07/01/2020	12,250.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 260:					12,250.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9724	new SIM cards for martin and ber	07/28/2020	2,067.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9725	trouble shoot communication and	07/28/2020	2,067.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9726	AB RSLink communication softwa	07/28/2020	3,045.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9729	spring gulch lift station high level a	07/28/2020	1,605.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9747	TROUBLE SHOOT WELL 5 COM	08/18/2020	250.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9755	new antenna and hardware for we	08/25/2020	1,869.00	.00	
Total 4887:					10,904.50	.00	
6475	CONVERGEONE, INC	11246	11 months of Webex Enterprise fo	08/31/2020	319.26	.00	
6475	CONVERGEONE, INC	2694432	July and August offsite backup fee	07/31/2020	7,299.04	.00	
6475	CONVERGEONE, INC	2745590	July and August offsite backup fee	08/30/2020	7,392.28	.00	
6475	CONVERGEONE, INC	IE9059631	Annual Cisco SmartNet renewal 1	08/11/2020	9,023.94	.00	
Total 6475:					24,034.52	.00	
1691	CORE & MAIN LP	M6811696	belt clip receivers for meter reads	07/31/2020	5,100.00	.00	
Total 1691:					5,100.00	.00	
3001	CREATIVE ENERGIES, LLC	5693	PW replace solar cell inverter	08/20/2020	436.05	.00	
3001	CREATIVE ENERGIES, LLC	5694	START broken solar panel	08/20/2020	359.05	.00	
Total 3001:					795.10	.00	
58	CURRAN-SEELEY FOUNDATIO	082520	Quarterly Payment for Agreed Up	08/25/2020	13,268.75	.00	
Total 58:					13,268.75	.00	
6124	DAVID STUBBS	200811	Town Parklets Photos	08/11/2020	1,500.00	.00	
Total 6124:					1,500.00	.00	
148	DELL	10403525585	Annual maintenance on 5 qyt. Acr	07/01/2020	3,804.23	.00	
148	DELL	10417110370	Various PCs for network-remote I	08/13/2020	15,954.24	.00	
Total 148:					19,758.47	.00	
708	DELTA DENTAL PLAN OF WYO	08142020	JULY CLAIMS	08/14/2020	9,625.20	9,625.20	08/14/2020
Total 708:					9,625.20	9,625.20	
2798	DPC INDUSTRIES, INC.	727000129-20	chlorine	07/10/2020	2,077.28	.00	
Total 2798:					2,077.28	.00	
5996	DUDE SOLUTIONS, INC	INV-74432	TRAKiT replacement capital proje	07/15/2020	12,387.21	.00	
5996	DUDE SOLUTIONS, INC	INV-74444	TRAKiT replacement capital proje	07/16/2020	21,105.20	.00	
Total 5996:					33,492.41	.00	
3408	E.R. OFFICE EXPRESS	16087	Copy Paper - 2 Boxes	08/25/2020	179.78	.00	
Total 3408:					179.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1134	ENERGY LABORATORIES INC.	331772	weekly testing at WWTP	08/03/2020	129.50	.00	
1134	ENERGY LABORATORIES INC.	334986	weekly WWTP testing	08/14/2020	109.50	.00	
Total 1134:					239.00	.00	
81	EVANS CONSTRUCTION INC	081120	PAY APP#3 HANSEN SIDEWAL	08/11/2020	144,355.32	.00	
81	EVANS CONSTRUCTION INC	081420	PAY APP#3 HANSEN SIDEWAL	08/14/2020	151,630.55	.00	
Total 81:					295,985.87	.00	
3195	FERGUSON ENTERPRISES, IN	056638	credit used up by miscellaneous i	07/01/2019	1,879.50	.00	
3195	FERGUSON ENTERPRISES, IN	056638	credit used up by miscellaneous i	07/01/2019	1,879.50	.00	
3195	FERGUSON ENTERPRISES, IN	0714765	record adjustment with credit	06/11/2019	1,122.85-	.00	
3195	FERGUSON ENTERPRISES, IN	0745389	credit used up by miscellaneous i	05/12/2020	58.28-	.00	
3195	FERGUSON ENTERPRISES, IN	7069209	Paid with other invoices and credit	04/05/2019	269.00-	.00	
3195	FERGUSON ENTERPRISES, IN	7353010	record adjustment with credit	07/09/2019	64.95-	.00	
3195	FERGUSON ENTERPRISES, IN	7384121	record adjustment with credit	07/17/2019	27.48-	.00	
3195	FERGUSON ENTERPRISES, IN	8030437	record adjustment with credit	02/28/2020	6.99-	.00	
3195	FERGUSON ENTERPRISES, IN	8224313	ADJUSTMENT TO INVOICE TOT	05/12/2020	58.66-	.00	
3195	FERGUSON ENTERPRISES, IN	8297217-1	42 GALLON BLACK BAGS	06/17/2020	16.96	.00	
3195	FERGUSON ENTERPRISES, IN	8338361	tANK BOWL	06/19/2020	6.74	.00	
3195	FERGUSON ENTERPRISES, IN	SC429726	record adjustment with credit	11/30/2019	5.99-	.00	
3195	FERGUSON ENTERPRISES, IN	T353010	Paid with other invoices and credit	07/10/2019	38.14-	.00	
Total 3195:					2,130.36	.00	
4294	FIRE SERVICES OF IDAHO	49996P	START FIRE SYSTEM INSPECTI	07/14/2020	325.00	.00	
4294	FIRE SERVICES OF IDAHO	49997P	VERTICAL HARVEST FIRE INSP	07/14/2020	225.00	.00	
4294	FIRE SERVICES OF IDAHO	49998P	ANNUAL FIRE INSPECTION TO	07/14/2020	275.00	.00	
4294	FIRE SERVICES OF IDAHO	49999P	HOME RANCH FIRE INSPECTIO	07/14/2020	375.00	.00	
4294	FIRE SERVICES OF IDAHO	50000P	SNOW KING EVENT CENTER FI	07/14/2020	675.00	.00	
4294	FIRE SERVICES OF IDAHO	55864P	START FIRE INSPECTION	07/22/2020	1,355.00	.00	
4294	FIRE SERVICES OF IDAHO	60001P	PARKING GARAGE FIRE INSPE	07/14/2020	775.00	.00	
4294	FIRE SERVICES OF IDAHO	60002P	PW SHOP FIRE INSPECTION	07/14/2020	450.00	.00	
Total 4294:					4,455.00	.00	
5337	FLAT CREEK WID	23	yearly fee payment to FCWID	08/06/2018	12,000.00	.00	
Total 5337:					12,000.00	.00	
3521	FRIENDS OF PATHWAYS	1198	START Bike Administration - per c	06/30/2020	7,816.00	.00	
Total 3521:					7,816.00	.00	
1022	GALLS INC.	015235051	Uniform for Investigations.	08/10/2020	37.08	.00	
1022	GALLS INC.	016205191	Flashlights for vehicles, handcuffs	08/05/2020	557.69	.00	
1022	GALLS INC.	016205191	Patrol uniforms and equipment	08/05/2020	262.07	.00	
1022	GALLS INC.	016205285	Admin uniforms	08/05/2020	109.20	.00	
Total 1022:					966.04	.00	
6126	GARMIN USA	DL15967927	11 months of Garmin monthly ser	08/27/2020	130.90	.00	
Total 6126:					130.90	.00	
324	GFOA	2057583	FY2021 Finance Director Member	08/24/2020	170.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 324:					170.00	.00	
4212	GILLIG LLC	40724952	torque roD FOR BUS 252	08/20/2020	650.62	.00	
Total 4212:					650.62	.00	
6481	GOLDSTREET DESIGN AGENC	2240	Flushable wipes video creation for	08/27/2020	999.00	.00	
Total 6481:					999.00	.00	
1609	GRAINGER	9597663211	manhole lid cover lifter	07/22/2020	784.08	.00	
Total 1609:					784.08	.00	
4271	GRAND TARGHEE RESORT	090220	Federal Grant Reimbursement Ju	09/02/2020	13,912.00	.00	
Total 4271:					13,912.00	.00	
5734	GREENWAY PAINTING LLC	1271	bunk house and garage caulk and	08/17/2020	10,200.00	.00	
Total 5734:					10,200.00	.00	
5538	GRISAMER, WADE	64	PW mens tile	06/29/2020	1,800.00	.00	
Total 5538:					1,800.00	.00	
5815	Hansen & Hansen	1459	CCT Phase 1C, East Mercill - 201	10/23/2018	7,466.17	.00	
Total 5815:					7,466.17	.00	
4988	HD FOWLER COMPANY	C508443	RETURN 8" BLIND	08/14/2020	350.73-	.00	
4988	HD FOWLER COMPANY	I5541444	MAIN LINE VALVE BOX	08/01/2020	431.98	.00	
4988	HD FOWLER COMPANY	I5550284	gaskets for new flow meters	08/27/2020	14.80	.00	
4988	HD FOWLER COMPANY	I5551911	8" BLIND FLANGES	08/11/2020	350.73	.00	
4988	HD FOWLER COMPANY	I5556217	gaskets for flow meters	08/15/2020	20.72	.00	
4988	HD FOWLER COMPANY	I5556218	UNI-FLANGE ADAPTERS	08/15/2020	297.33	.00	
Total 4988:					764.83	.00	
96	HIGH COUNTRY LINEN	0200636	towels and laundry bag	07/08/2020	87.20	.00	
96	HIGH COUNTRY LINEN	0200636	odor control service	07/08/2020	10.00	.00	
96	HIGH COUNTRY LINEN	0203494	mats and odor control	07/22/2020	133.30	.00	
96	HIGH COUNTRY LINEN	0203494	towels and laundry bag	07/22/2020	87.20	.00	
96	HIGH COUNTRY LINEN	0206484	uniform cleaning	08/06/2020	40.74	.00	
96	HIGH COUNTRY LINEN	0206484	uniform cleaning	08/06/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0206484	uniform cleaning	08/06/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0206484	uniform cleaning	08/06/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0206484	uniform cleaning	08/06/2020	31.75	.00	
96	HIGH COUNTRY LINEN	0206484	laundry bag, environmental surch	08/06/2020	3.20	.00	
96	HIGH COUNTRY LINEN	0207689	shop towels/matts for WWTP	08/12/2020	86.57	.00	
96	HIGH COUNTRY LINEN	0207702	Animal Shelter Rugs X 2	08/12/2020	61.93	.00	
96	HIGH COUNTRY LINEN	0207923	uniform cleaning	08/13/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0207923	bar mop towels and environmenta	08/13/2020	7.60	.00	
96	HIGH COUNTRY LINEN	0207923	uniform cleaning	08/13/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0207923	uniform cleaning	08/13/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0207923	uniform cleaning	08/13/2020	46.12	.00	
96	HIGH COUNTRY LINEN	0207923	uniform cleaning	08/13/2020	29.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0208614	home ranch operating supplies	08/17/2020	7.50	.00	
96	HIGH COUNTRY LINEN	0209279	environmental surcharge	08/20/2020	3.00	.00	
96	HIGH COUNTRY LINEN	0209279	uniform cleaning	08/20/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0209279	uniform cleaning	08/20/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0209279	uniform cleaning	08/20/2020	41.45	.00	
96	HIGH COUNTRY LINEN	0209279	uniform cleaning	08/20/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0209279	uniform cleaning	08/20/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0210395	Animal Shelter Rugs X 2	08/26/2020	61.93	.00	
96	HIGH COUNTRY LINEN	C0200999	CREDIT for issues with our invoic	07/09/2020	179.45-	.00	
96	HIGH COUNTRY LINEN	C0203832	CREDIT for touchless foam dispe	07/23/2020	50.80-	.00	
96	HIGH COUNTRY LINEN	C205134	laundry bag and towels	08/05/2020	87.20	.00	
96	HIGH COUNTRY LINEN	C205134	mats and odor control	08/05/2020	133.30	.00	
96	HIGH COUNTRY LINEN	S0200504	Sierra Cntr Pull	07/08/2020	96.00	.00	
96	HIGH COUNTRY LINEN	S0203830	trash bags, TP, and soap dispens	07/23/2020	219.62	.00	
96	HIGH COUNTRY LINEN	S0204140	janitorial supplies	07/24/2020	102.09	.00	
96	HIGH COUNTRY LINEN	S0206900	HR public bathroom supplies	08/07/2020	164.50	.00	
96	HIGH COUNTRY LINEN	S0206917	deloney public bathroom supplies	08/07/2020	95.15	.00	
96	HIGH COUNTRY LINEN	S0206918	PG - Public Bathroom Supplies	08/07/2020	58.50	.00	
96	HIGH COUNTRY LINEN	S0208352	home ranch operating supplies	08/14/2020	488.50	.00	
96	HIGH COUNTRY LINEN	S0208353	deloney bathroom opperating sup	08/14/2020	284.25	.00	
96	HIGH COUNTRY LINEN	S0208474	waxie pink foam soap	08/14/2020	95.00	.00	
96	HIGH COUNTRY LINEN	S0208729	blue nitrile glove 100ct box - XL q	08/19/2020	108.01	.00	
96	HIGH COUNTRY LINEN	S0209178	home ranch operating supplies	08/19/2020	117.00	.00	
96	HIGH COUNTRY LINEN	S0210302	Soap dispenser for jet truck	08/25/2020	50.00	.00	
Total 96:					2,820.86	.00	
6041	HOLE FOOD RESCUE	081920	Quarterly Payment for Agreed Up	08/19/2020	5,000.00	.00	
Total 6041:					5,000.00	.00	
4164	ICMA MEMBERSHIP	425291 2020-2	ICMA membership dues for Roxa	07/01/2020	1,224.00	.00	
Total 4164:					1,224.00	.00	
4044	IDAHO FALLS PETERBILT	546401	rubber gloves	08/05/2020	83.44	.00	
Total 4044:					83.44	.00	
36	IDAHO STATE TAX COMMISSIO	09022020	AUGUST WITHHOLDINGS	09/02/2020	3,490.00	3,490.00	09/02/2020
Total 36:					3,490.00	3,490.00	
6720	IMMIGRANT HOPE	090120	ANNUAL CONTRACT 2020-2021	09/01/2020	1,250.00	.00	
Total 6720:					1,250.00	.00	
5667	INNOVYZE	Q-68721	Annual maintenance for InfoSewe	09/01/2020	1,320.00	.00	
Total 5667:					1,320.00	.00	
2	JACKSON CURBSIDE INC.	00028076	Home Rancy recycling Sept - Nov	08/10/2020	675.00	.00	
2	JACKSON CURBSIDE INC.	00028116	Downtown recycling July	08/10/2020	1,375.00	.00	
Total 2:					2,050.00	.00	
2877	JACKSON HOLE AIR	070120	ANNUAL CONTRACT AMOUNT	07/01/2020	15,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2877:					15,000.00	.00	
6477	Jackson Hole Childrens Museum	082720	annual contract 2020-2021	08/27/2020	3,750.00	.00	
Total 6477:					3,750.00	.00	
258	JACKSON HOLE COMMUNITY C	082820	annual contract 2020-2021	08/28/2020	25,750.00	.00	
Total 258:					25,750.00	.00	
858	JACKSON HOLE COMMUNITY H	082520	Quarterly Payment for Agreed Up	08/25/2020	6,250.00	.00	
Total 858:					6,250.00	.00	
67	JACKSON HOLE HISTORICAL S	070120	annual contract 2020-2021	07/01/2020	5,000.00	.00	
Total 67:					5,000.00	.00	
6474	JACKSON HOLE LAW, PC	1238	Prosecutorial Services	08/27/2020	1,500.00	.00	
Total 6474:					1,500.00	.00	
131	JACKSON HOLE NEWS & GUID	083120	Advertising for Old Bills Fun Run	08/31/2020	504.00	.00	
131	JACKSON HOLE NEWS & GUID	309828	AD#377575	03/31/2020	625.46	.00	
131	JACKSON HOLE NEWS & GUID	309829	Previous Census Ads	03/31/2020	1,536.72	.00	
131	JACKSON HOLE NEWS & GUID	310317	AD#378047	04/15/2020	101.85	.00	
131	JACKSON HOLE NEWS & GUID	310442	AD#378047	04/20/2020	101.85	.00	
131	JACKSON HOLE NEWS & GUID	314902	P20-056 Public Notice	08/05/2020	42.75	.00	
131	JACKSON HOLE NEWS & GUID	315160	P20-095 Public Notice	08/05/2020	29.23	.00	
131	JACKSON HOLE NEWS & GUID	315355	Town Council Meeting Minutes Au	08/19/2020	81.23	.00	
131	JACKSON HOLE NEWS & GUID	315356	Town Ordinance 1256 ATT Franc	08/19/2020	1,615.95	.00	
131	JACKSON HOLE NEWS & GUID	315357	Ordinance 1257, CommDirSect4	08/19/2020	812.25	.00	
131	JACKSON HOLE NEWS & GUID	315358	Ordinance 1258, CommDirSect8	08/19/2020	756.68	.00	
131	JACKSON HOLE NEWS & GUID	315568	town Council meeting minutes 8/1	08/26/2020	940.50	.00	
131	JACKSON HOLE NEWS & GUID	315569	Town Council Meeting Minutes 8/	08/26/2020	98.33	.00	
131	JACKSON HOLE NEWS & GUID	315570	1/2 page Census Ad, County is pa	08/26/2020	524.40	.00	
Total 131:					7,771.20	.00	
6545	JACKSON HOLE PUBLIC ART	06 30 20	CENTER STREET PEDESTRAIN	06/30/2020	2,439.92	.00	
6545	JACKSON HOLE PUBLIC ART	AUGUST 21, 2	This is for the painting of jersey ba	08/21/2020	4,950.00	.00	
Total 6545:					7,389.92	.00	
6712	JACKSON HOLE SCIENTIFIC IN	2820	winter damage repair	04/24/2020	89.07	.00	
Total 6712:					89.07	.00	
239	JH20 WATER CONDITIONING &	1200826106	water for lab testing	08/26/2020	33.00	.00	
Total 239:					33.00	.00	
139	JORGENSEN ASSOCIATES, PC	44411	P20-071	05/11/2020	525.00	.00	
139	JORGENSEN ASSOCIATES, PC	44740	inv. 44740 Core Services Phase 1	07/20/2020	93,761.70	.00	
139	JORGENSEN ASSOCIATES, PC	44897	cCT OPHASE 2C CONSTRUCIT	08/14/2020	2,250.00	.00	
139	JORGENSEN ASSOCIATES, PC	44898	cCT OPHASE 2C CONSTRUCIT	08/14/2020	3,505.00	.00	
139	JORGENSEN ASSOCIATES, PC	44898	cCT OPHASE 2C CONSTRUCIT	08/14/2020	1,388.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 139:					101,430.45	.00	
5473	KELLERSTRASS ENTERPRISES	1208030	FLUIDS FOR STREET AND STA	07/07/2020	1,974.25	.00	
Total 5473:					1,974.25	.00	
2485	KENWORTH SALES COMPANY	IDFIN4165506	SEALS	08/19/2020	83.06	.00	
Total 2485:					83.06	.00	
671	LINCOLN NATIONAL LIFE	107747 092020	107747 SEPTEMBER PREMIUM	08/21/2020	5,779.81	5,779.81	08/21/2020
671	LINCOLN NATIONAL LIFE	4131419980	107391 SEPTEMBER PREMIUM	08/21/2020	1,225.59	1,225.59	08/21/2020
Total 671:					7,005.40	7,005.40	
6487	LOGANSIMPSON	26001	Invoice 26001	03/31/2020	19,414.75	.00	
6487	LOGANSIMPSON	26284	Invoice 26284	05/31/2020	4,674.00	.00	
Total 6487:					24,088.75	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE010888	Home Ranch HVAC Control Com	06/18/2020	236.00	.00	
Total 4380:					236.00	.00	
156	LOWER VALLEY ENERGY INC	92050078 0731	145 west Hansen #92050078 12	07/31/2020	20.15	20.15	08/13/2020
156	LOWER VALLEY ENERGY INC	92050078 0731	145 west Hansen #92050078 12	07/31/2020	20.16	20.16	08/13/2020
156	LOWER VALLEY ENERGY INC	92050078 0731	145 west Hansen #92050078 12	07/31/2020	20.16	20.16	08/13/2020
156	LOWER VALLEY ENERGY INC	92050078 0731	145 west Hansen #92050078 12	07/31/2020	20.15	20.15	08/13/2020
156	LOWER VALLEY ENERGY INC	92050102 07 3	145 West Hansen # 92050102 - 1	07/31/2020	10.80	10.80	08/13/2020
156	LOWER VALLEY ENERGY INC	92050102 07 3	145 West Hansen # 92050102 - 1	07/31/2020	10.80	10.80	08/13/2020
Total 156:					102.22	102.22	
4612	MASON, TOM	082820	Tom Mason CDL Physical	08/28/2020	155.00	.00	
Total 4612:					155.00	.00	
3843	MATTHEWS, LANI	40	2nd Qtr of 2020 - Drug Testing	04/11/2014	425.00	.00	
3843	MATTHEWS, LANI	40	2nd Qtr of 2020 - Drug Testing	04/11/2014	603.00	.00	
3843	MATTHEWS, LANI	40	2nd Qtr of 2020 - Drug Testing	04/11/2014	96.00	.00	
3843	MATTHEWS, LANI	41	2nd Qtr of 2020 - Drug Testing	08/08/2020	150.00	.00	
3843	MATTHEWS, LANI	41	2nd Qtr of 2020 - Drug Testing	08/08/2020	48.00	.00	
Total 3843:					1,322.00	.00	
6699	MICHAEL DANOFF & ASSOCIAT	072220	Professional Services for Debt Col	07/22/2020	350.00	.00	
Total 6699:					350.00	.00	
5465	MIDCO DIVING & MARINE SERV	3855	clean and inspect 2 MG storage ta	08/17/2020	2,899.00	.00	
Total 5465:					2,899.00	.00	
1235	MOTOROLA INC.	41289756	Motorola APX 4000 portable polic	08/12/2020	7,063.14	.00	
Total 1235:					7,063.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
856	MOUNTAIN STATES EMPLOYE	0000352573	membership dues 9/1/20 - 8/31/21	08/11/2020	6,000.00	.00	
Total 856:					6,000.00	.00	
257	NAPA AUTO PARTS INC.	921508	credit	06/05/2020	273.77-	.00	
257	NAPA AUTO PARTS INC.	922146	2006 chev wheel seal	06/08/2020	43.90	.00	
257	NAPA AUTO PARTS INC.	922713	CREDIT	06/10/2020	21.95-	.00	
257	NAPA AUTO PARTS INC.	924497	napagold oil filter	06/19/2020	12.56	.00	
257	NAPA AUTO PARTS INC.	926734	air fittings (2)	06/29/2020	13.04	.00	
257	NAPA AUTO PARTS INC.	927102	batteries	07/01/2020	16.88	.00	
257	NAPA AUTO PARTS INC.	927161	NAPA gold oil filters	07/01/2020	14.64	.00	
257	NAPA AUTO PARTS INC.	928765	AIR FILTERS	07/09/2020	20.42	.00	
257	NAPA AUTO PARTS INC.	929063	oil filters	07/10/2020	10.86	.00	
257	NAPA AUTO PARTS INC.	929206	cp screws	07/10/2020	21.20	.00	
257	NAPA AUTO PARTS INC.	929207	washer and screw	07/10/2020	50.88	.00	
257	NAPA AUTO PARTS INC.	930283	oil and air filters	07/16/2020	72.56	.00	
257	NAPA AUTO PARTS INC.	930581	brake pads	07/17/2020	330.44	.00	
257	NAPA AUTO PARTS INC.	930863	gloves	07/18/2020	23.98	.00	
257	NAPA AUTO PARTS INC.	931101	AIR hose coupler	07/20/2020	55.06	.00	
257	NAPA AUTO PARTS INC.	931611	4 oil filters and 2 air	07/22/2020	34.64	.00	
257	NAPA AUTO PARTS INC.	931900	air filters	07/23/2020	20.67	.00	
257	NAPA AUTO PARTS INC.	932326	FILTERS	07/24/2020	92.12	.00	
257	NAPA AUTO PARTS INC.	933015	bolts and nuts for start	07/28/2020	175.88	.00	
257	NAPA AUTO PARTS INC.	933335	Nuts	07/29/2020	23.96	.00	
257	NAPA AUTO PARTS INC.	933465	Filters	07/29/2020	21.96	.00	
257	NAPA AUTO PARTS INC.	934422	oil and air filters	08/03/2020	84.36	.00	
257	NAPA AUTO PARTS INC.	934429	AIR hose couplers	08/03/2020	30.85	.00	
257	NAPA AUTO PARTS INC.	934496	comtwist	08/03/2020	343.11	.00	
257	NAPA AUTO PARTS INC.	935924	battery for bus 285	08/10/2020	120.32	.00	
257	NAPA AUTO PARTS INC.	936346	lift suppport for bus 325 ADA ram	08/11/2020	67.48	.00	
257	NAPA AUTO PARTS INC.	936828	sep belt for bus 325	08/13/2020	39.49	.00	
257	NAPA AUTO PARTS INC.	937222	filters for sweeper	08/14/2020	71.34	.00	
257	NAPA AUTO PARTS INC.	937381	4 oil filters and 1 air filter for invent	08/15/2020	26.11	.00	
257	NAPA AUTO PARTS INC.	937421	wiper blades for inventory	08/15/2020	152.94	.00	
257	NAPA AUTO PARTS INC.	938119	new drill bits	08/10/2020	16.26	.00	
257	NAPA AUTO PARTS INC.	938619	WHEEL BEARING FOR TAHOE	08/21/2020	483.76	.00	
Total 257:					2,195.95	.00	
187	NELSON ENGINEERING	52865	RATE AND CAPACITY STUDY	07/31/2020	2,860.00	.00	
187	NELSON ENGINEERING	52865	CAPACITY AND RATE STUDY	07/31/2020	2,860.00	.00	
Total 187:					5,720.00	.00	
5870	ONE 22, INC.	082520	annual contract 2020-2021	08/25/2020	20,625.00	.00	
Total 5870:					20,625.00	.00	
1504	ONE CALL OF WYOMING	56561	one call	08/06/2020	205.14	.00	
1504	ONE CALL OF WYOMING	56561	one call	08/06/2020	205.11	.00	
Total 1504:					410.25	.00	
226	O'RYAN CLEANERS	1000805-08-05	Uniform cleaning.	08/05/2020	20.05	.00	
Total 226:					20.05	.00	
5707	PERFORM PRINTING INC	P1169	Business cards (Swicegood & We	08/04/2020	55.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5707	PERFORM PRINTING INC	P1169	Business Card (Amanda White)	08/04/2020	85.00	.00	
Total 5707:					140.90	.00	
6483	PREMIER TRUCK- SALT LAKE C	775204780	fuel line for bus	07/21/2020	67.73	.00	
6483	PREMIER TRUCK- SALT LAKE C	775207711	exhaust gasket	07/27/2020	27.90	.00	
6483	PREMIER TRUCK- SALT LAKE C	775208743	core deposit,kit turbo and nut regu	08/05/2020	3,664.97	.00	
6483	PREMIER TRUCK- SALT LAKE C	775208790	gasket	07/30/2020	40.84	.00	
6483	PREMIER TRUCK- SALT LAKE C	775210202	Turbo and studs for bus 1700	05/06/2020	4,818.72	.00	
6483	PREMIER TRUCK- SALT LAKE C	775210784	sensor	08/06/2020	131.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	775210899	egr for bus	08/06/2020	693.26	.00	
6483	PREMIER TRUCK- SALT LAKE C	775211994	Turbo and studs for bus 1700	08/11/2020	50.64	.00	
6483	PREMIER TRUCK- SALT LAKE C	775212187	injectors for bus 277	08/21/2020	4,687.80	.00	
6483	PREMIER TRUCK- SALT LAKE C	775213887	seals for inventory	08/17/2020	49.26	.00	
6483	PREMIER TRUCK- SALT LAKE C	775213946	filters for jet truck	08/17/2020	19.50	.00	
Total 6483:					14,251.68	.00	
6069	RAFTELIS	082520	RETURN PAYMENT SENT TO T	08/25/2020	150.00	.00	
6069	RAFTELIS	082520	RETURN PAYMENT SENT TO T	08/25/2020	150.00	.00	
Total 6069:					300.00	.00	
2758	RANCH INN	081320	Room for DUI VIP panel 7/16/20	08/13/2020	595.00	.00	
Total 2758:					595.00	.00	
215	RED'S AUTO GLASS, INC.	I0138126	install glass in highway plow truck	08/13/2020	122.00	.00	
Total 215:					122.00	.00	
4869	RIDGELINE EXCAVATION INC	082420	return bond 505 rancher b20-0458	08/24/2020	4,000.00	.00	
4869	RIDGELINE EXCAVATION INC	082520	return bond 505 Rancher B19-067	08/25/2020	6,000.00	.00	
Total 4869:					10,000.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	173759	white wrap, post only,post anchor	07/30/2020	6,312.60	.00	
Total 13:					6,312.60	.00	
6711	SCULPTURE SERVICES OF CO	071720	Clean & Wax Sculptures	07/17/2020	100.00	.00	
Total 6711:					100.00	.00	
201	SENIOR CENTER OF JACKSON	082720	Annual Contract 2020-2021	08/27/2020	25,832.50	.00	
Total 201:					25,832.50	.00	
4359	SHERWIN-WILLIAMS CO.	27929-0	paint tip for line lazer	06/10/2020	37.99	.00	
4359	SHERWIN-WILLIAMS CO.	5060-6	white traffic paint	06/16/2020	481.50	.00	
4359	SHERWIN-WILLIAMS CO.	5061-4	red traffic paint	06/16/2020	321.00	.00	
4359	SHERWIN-WILLIAMS CO.	5062-2	acetone for paint cleanup	06/16/2020	125.00	.00	
4359	SHERWIN-WILLIAMS CO.	6345-0	COVID fogger and 5 gallon disinfe	08/17/2020	1,300.00	.00	
Total 4359:					2,265.49	.00	
4720	SILVERSTAR	54639 06 01 20	FY20 Silverstar balance - commu	06/01/2020	71.86	.00	
4720	SILVERSTAR	54639 06 01 20	FY20 Silverstar balance - internet	06/01/2020	520.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4720	SILVERSTAR	54639 06 1 20	FY20 Silverstar balance - contract	06/01/2020	4,023.87	.00	
4720	SILVERSTAR	54639 09 01 20	FY21 Silverstar service - contract	09/01/2020	6,043.47	.00	
4720	SILVERSTAR	54639 09 01 20	FY21 Silverstar service -internet s	09/01/2020	780.00	.00	
4720	SILVERSTAR	54639 09 01 20	FY21 Silverstar service - communi	09/01/2020	111.54	.00	
Total 4720:					11,550.74	.00	
6716	SIMKO, TOMAS	082020	BIL REFUND 20-02-0122	08/20/2020	1,500.00	.00	
Total 6716:					1,500.00	.00	
236	SMITH POWER PRODUCTS,INC	3121075	CORE DEPOSIT	08/04/2020	172.50-	.00	
236	SMITH POWER PRODUCTS,INC	3121550	trans parts for bus 276	08/18/2020	41.81	.00	
236	SMITH POWER PRODUCTS,INC	3121551	trans parts for bus 276	08/10/2020	30.38	.00	
236	SMITH POWER PRODUCTS,INC	3122429	trans parts for bus 276	08/20/2020	44.99	.00	
Total 236:					55.32-	.00	
5632	SNAKE RIVER MEP COMPLETE,	4438	WWTP lab mouse remediation	07/29/2020	4,418.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	4825	START boiler low H2O controller r	08/11/2020	1,621.50	.00	
Total 5632:					6,039.50	.00	
4699	SNAKE RIVER ROASTING	671320	Coffee order	08/04/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	671944	Coffee - 5 lb bag - August	08/13/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	672064	2 Bags of Coffee	08/20/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	672065	2 Bags of Coffee	08/25/2020	53.50	.00	
4699	SNAKE RIVER ROASTING	823902	coffee	08/21/2020	97.90	.00	
Total 4699:					347.20	.00	
4874	STANDARD DRYWALL, INC	082720	WWTP lab mouse remediation	08/27/2020	2,400.30	.00	
Total 4874:					2,400.30	.00	
245	SUBURBAN PROPANE	92724	gas	08/13/2020	27.97	.00	
Total 245:					27.97	.00	
1054	SUNRISE ENVIRONMENTAL	113176	prism	08/08/2020	212.76	.00	
Total 1054:					212.76	.00	
6276	SUPOWIT, DEBORAH	082720	DOT Physical Reimbursement	08/27/2020	120.00	.00	
Total 6276:					120.00	.00	
4990	Swagit Productions, LLC	15857	12 qty. monthly payment for Swag	07/31/2020	1,775.00	.00	
Total 4990:					1,775.00	.00	
6670	TAYLOR GEO- ENGINEERING, L	2060	984 Budge Consultant review	08/12/2020	585.00	.00	
Total 6670:					585.00	.00	
3561	TETON COUNTY DISTRICT COU	08142020	case #18119	08/14/2020	441.75	441.75	08/14/2020
3561	TETON COUNTY DISTRICT COU	08272020	case #18119	08/27/2020	441.75	441.75	08/27/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3561:					883.50	883.50	
2327	TETON COUNTY SHERIFF-DISP	063020	APRIL-june dispatch services	06/30/2020	13,123.80	.00	
Total 2327:					13,123.80	.00	
55	TETON COUNTY SHERIFF'S-JAI	571	Teton County Jail (July)	08/04/2020	288.00	.00	
Total 55:					288.00	.00	
996	TETON COUNTY SPECIAL FIRE	072820	Special Fire Fund 11 - July 2020	07/28/2020	1,469.03	.00	
Total 996:					1,469.03	.00	
1355	TETON COUNTY TRANSFER ST	471335	PW yard waste	08/05/2020	48.00	.00	
1355	TETON COUNTY TRANSFER ST	471725	downtown trash cans overflowing.	08/07/2020	27.00	.00	
1355	TETON COUNTY TRANSFER ST	471747	downtown trash cans overflowing.	08/07/2020	81.00	.00	
Total 1355:					156.00	.00	
268	TETON MOTORS INC	081820	New Street Truck purchase, from	08/18/2020	28,442.30	.00	
268	TETON MOTORS INC	081820	new shop truck budgeted in FY20	08/18/2020	28,882.30	.00	
Total 268:					57,324.60	.00	
6715	TETON TIMBERFRAME	082420	RETURN BOND 240 E KELLY B2	08/24/2020	3,500.00	.00	
Total 6715:					3,500.00	.00	
5846	TETON TOOLS LLC	08182024715	pliers and funnel kit (tools)	08/18/2020	171.95	.00	
5846	TETON TOOLS LLC	08252024856	REPLACE TOOLS	08/25/2020	318.95	.00	
5846	TETON TOOLS LLC	08252024860	UPDATE TOOLS	08/25/2020	469.55	.00	
Total 5846:					960.45	.00	
154	THE CHILDREN'S LEARNING C	070120	ANNUAL CONTRACT 2020-2021	07/01/2020	26,710.00	.00	
Total 154:					26,710.00	.00	
6692	The Lodge @ Jackson Hole	JULY 30 20	Lodging for instructors and Casca	07/30/2020	2,980.00	.00	
Total 6692:					2,980.00	.00	
6579	TITLE 22 CONSULTANTS	081620-PR	P20-140	08/16/2020	407.31	.00	
Total 6579:					407.31	.00	
6000	TRAFFIC SAFETY STORE	INV000741301	Colored candlestick cones for side	06/29/2020	310.82	.00	
Total 6000:					310.82	.00	
6321	Tribech Software Sytems	283801	Annual subscription for FieldOps s	07/27/2020	180.20	.00	
Total 6321:					180.20	.00	
777	UPPER CASE PRINTING INK	16121	Waterbill newsletter insert	08/05/2020	218.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 777:					218.24	.00	
3527	UPS	00007YW9883	Shipping costs to send evidence t	08/08/2020	10.44	.00	
Total 3527:					10.44	.00	
3881	VALLEY OFFICE SYSTEMS	AR871185	Printer service for Finance laserjet	08/11/2020	387.00	.00	
Total 3881:					387.00	.00	
3070	VALLEY WEST ENGINEERING,	1515	JACKSON STREET SIDEWALK	08/14/2020	270.00	.00	
3070	VALLEY WEST ENGINEERING,	1516	HANSEEN SIDEWALK	08/14/2020	7,605.00	.00	
Total 3070:					7,875.00	.00	
1949	VERIZON WIRELESS	9859879490	Annual charges for account 87145	08/24/2020	4,842.66	.00	
Total 1949:					4,842.66	.00	
3420	VISA	08182020	AUGUST VISA	08/18/2020	8,711.03	8,711.03	08/18/2020
Total 3420:					8,711.03	8,711.03	
5022	VISION SERVICE PLAN - (WY)	8100152995	SEPTEMBER PREMIUM	08/17/2020	1,789.36	1,789.36	08/21/2020
Total 5022:					1,789.36	1,789.36	
6714	WAGNER, PAIGE	082420	BAIL REFUND CASE 20-06-0149	08/24/2020	2,000.00	.00	
Total 6714:					2,000.00	.00	
4848	WAMCO LAB, INC.	14144	WET testing for treatment plant	07/21/2020	550.00	.00	
Total 4848:					550.00	.00	
244	WATTS STEAM STORE ROCKY	75255	pressure hoses for wash bay	08/18/2020	130.60	.00	
Total 244:					130.60	.00	
6226	WEST COAST CODE CONSULT	UT20-579-002	Building Permit Plan Review for Fi	08/07/2020	195.00	.00	
Total 6226:					195.00	.00	
563	WESTBANK SANITATION	3470606	WWTP trash collection	08/01/2020	1,926.36	.00	
Total 563:					1,926.36	.00	
2802	WESTWOOD CURTIS	063020 3 FINA	center street water final pay applic	06/30/2020	27,823.34	.00	
Total 2802:					27,823.34	.00	
3619	WY CHILD SUPPORT ENFORCE	08142020	case #209790	08/14/2020	146.76	146.76	08/14/2020
3619	WY CHILD SUPPORT ENFORCE	08272020	case #209790	08/27/2020	146.76	146.76	08/27/2020
Total 3619:					293.52	293.52	
504	WYDOT	09022020	Transfer 12 License Plates	09/02/2020	24.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
504	WYDOT	09022020	2 New License Plates	09/02/2020	10.00	.00	
Total 504:					34.00	.00	
329	WYOMING RETIREMENT SYST	197388	AUGUST CONTRIBUTIONS	08/31/2020	30,406.93	30,406.93	09/02/2020
329	WYOMING RETIREMENT SYST	197389	AUGUST CONTRIBUTIONS	08/31/2020	28,172.56	28,172.56	09/02/2020
329	WYOMING RETIREMENT SYST	197390	AUGUST CONTRIBUTIONS	08/31/2020	46,856.09	46,856.09	09/02/2020
Total 329:					105,435.58	105,435.58	
1764	WYOMING.COM INC	1952193	Domain hosting fees for FY21	07/06/2020	5.00	.00	
1764	WYOMING.COM INC	1957623	Domain hosting fees for FY21	09/02/2020	5.00	.00	
Total 1764:					10.00	.00	
6717	WY-TEST	36072	Random FTA/DOT 5 Panel Drug	08/26/2020	80.00	.00	
Total 6717:					80.00	.00	
2179	XEROX CORPORATION	010715827	Xerox annual maintenance and su	07/01/2020	91.58	.00	
2179	XEROX CORPORATION	010715828	Xerox annual maintenance and su	07/01/2020	63.20	.00	
2179	XEROX CORPORATION	010715829	Xerox annual maintenance and su	07/01/2020	69.50	.00	
2179	XEROX CORPORATION	010715830	Xerox annual maintenance and su	07/01/2020	5.84	.00	
2179	XEROX CORPORATION	010777093	Xerox annual maintenance and su	07/02/2020	110.63	.00	
Total 2179:					340.75	.00	
5539	Y2 CONSULTANTS, LLC	16675	Annexation Surveys	08/07/2020	1,285.50	.00	
Total 5539:					1,285.50	.00	
2842	YELLOW IRON EXCAVATION, L	48660	12 months of trash removal - 915	07/31/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	48891	extra trash cans on the square, Ju	07/31/2020	1,112.00	.00	
2842	YELLOW IRON EXCAVATION, L	48894	town hall dumpster P/U 6 months	07/31/2020	1,080.00	.00	
Total 2842:					2,224.00	.00	
Grand Totals:					1,196,342.62	140,205.46	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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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 VISA BILLS

ANIMAL SHELTER/CONTROL

animal care clinic	57.55		
walmart	9.37		
sam's club	103.25		
sam's club	26.33		
revival animal health	280.73		
smiths	58.39	\$	535.62

EMPLOYEE HOUSING

amazon dryer belt	22.93		
amazon diverter seal	9.05		
blinds.com	108.90	\$	140.88

FLEET SHOP

Sirius XM	247.51	\$	247.51
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INFORMATION TECHNOLOGY

quickbooks online	215.00		
paypal concrete5	90.00		
amazon	78.99		
godaddy	19.96		
cummins	2,160.00		
dot gov registration	400.00		
iphone payment	129.00		
godaddy	255.70		
logmein	25.44		
dish network	0.05		
piriform software	400.00	\$	3,774.14

PERSONNEL/TOWN CLERK

American Public works	400.00		
nspe job board	420.00		
Jackson Hole Jewelry	100.00	\$	920.00

POLICE - ADMINISTRATION

RMIN membership	100.00		
fbinaachapter	300.00	\$	400.00

POLICE - INVESTIGATIONS

staples	36.54		
travel for case investigation	45.29	\$	81.83

POLICE - PATROL

american assoc police	320.00	\$	320.00
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PUBLIC AMENITIES (Rstrms etc.)

amazon wrench	33.22	\$	33.22
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PUBLIC WORKS

amazon	89.16	\$	89.16
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SEWER DEPARTMENT

RAD E bikes	64.99		
amazon broom and herbicide, door sweep	502.00	\$	566.99

START

staples	58.46		
coolworks	149.00		
dollar store	16.96		
napa	66.00	\$	290.42

TOWN ATTORNEY

Bapp	56.98	\$	56.98
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TOWN HALL BUILDING

lowes appliance	454.74		
amazon filter	87.98	\$	542.72

VICTIM SERVICES

on line web services	359.00		
coca cola water	10.60		
zoom subscription	109.27		
usps stamps	55.00		
aaam spanish video	100.00		
food for speakers	51.34	\$	685.21

WATER DEPARTMENT

USPS	26.35	\$	26.35
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VISA ALLOCATION	\$	8,711.03	
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**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF JULY, 2020**

During the month of July, the court received \$19,506 in fines, fees, bonds, and forfeitures.
488 new cases were docketed: 403 parking citations, 85 summons
39 cases were dismissed: 29 parking violations

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

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Aguilar Martinez, Irving	186000434AC	Failure to maintain liability coverage	D-Provided valid information	0
Barton, Karen	01817M	Dog bite causing wound	BF	250
Beristain Vazquez, Gabriel	20000K	state statute 31-7-106a NO DRIVER'S LICENSE	BF	135
Blancas Ruiz, Edmundo	186000824AC	No Driver's license	BF	410
Bland, Jeremy Jason	186000742AC	Failure to Maintain Lane	BF	90
Bradford, Devon Morris	186000504AC	Marijuana: use and/or possession	BF	250
Brown, Timothy K	01930M	Public intoxication	BF	110
Buell, Shelly	186000636AC	Limitations on Backing	BF	90
Cernicek, David Neary	186000778AC	Limitations on Backing(MUST APPEAR)	D-Per Town's motion	0
Chang, David	186000823AC	Speed Limits Generally 57/30	BF	294
Degman, Matthew Lloyd	01323M	Failure to Maintain Lane	BF	85
Devito, Fedele A	01401M	Public intoxication	BF	110
Dickey, Lauren Anne	186000682AC	No display of current registration	BF	125
Dixon, John A	186000479AC	Public intoxication- MUST APPEAR	BF	110
Dubrow, Kristin S	98310N	Public intoxication- MUST APPEAR	D-Per Town's motion	0
Feuz, Jennifer Ann	186000596AC	Speed Limits Generally 49/30	BF	223
Flores Angeles, Jose L	186000804AC	Stop Sign Violation	BF	150
Foss, Michael Laurence	186000438AC	Duty to give information and render aid(MUST APPEAR)	BF	120
Fowler, William Ashby	186000686AC	Failure to stop at a red light	BF	125
George, Brian G	01892M	Speed Limits Generally 43/30	BF	181
Gerber, Benjamin Daniel	186000805AC	Stop Sign Violation	D-TS	0
Gonzales, Julianna Felicity	186001126AC	Speed Limits Generally 43/30	D-TS	0
Govett, Chase W	98314N	Speed Limits Generally 22/15	BF	84
Gutierrez, Steven P	03116L	Limitations on Backing (MUST APPEAR)	BF	75
Hartley, Brett M	98039N	Failure to maintain liability coverage	D-Provided valid information	0
Hernandez, Kevin	00587M	Criminal provocation- MUST APPEAR	D-Per Town's motion	0
Hodgkiss, Zachary Thomas	186000820AC	Speed Limits Generally 40/30	BF	140
Kimble, Rosemary	186000502AC	Use of cell phone while driving prohibited	BF	65
Knepper, Bradley Miles	186000501AC	Improper Passing	BF	90
Lucas, Charlie	186000677AC	Following too Close	BF	75
Malecka, Carly Elizabeth	186000432AC	Urinating in Public	BF	120
Manion, Grant Richard	186000584AC	Speed Limits Generally 50/30	BF	215
Markow, Eric Peter	98027N	Use of hand-held electronic device while driving	BF	65
Marston, Rachel Kelly	186000633AC	Riding bicycle on sidewalk	BF	90
Morfin, Francisco J	186001102AC	Careless driving	BF	240
Olson, Dean Guy	186000357AC	Limitations on Backing	BF	90
Ramirez, Patricia	186000642AC	Failure to yield to emergency vehicle	BF	135
Ramirez, Patricia	186000644AC	No Driver's license	BF	420
Ramirez, Patricia	186000585AC	Unathorized flashing lights	BF	85
Richards, Michael D	01953M	No display of current registration	BF	62.5
Rivera Rojas, Roberto	186000864AC	No Driver's license	BF	410
Ruff, Richard C	01894M	Speed Limits Generally 46/30	D-TS	0
Salyards, Lucas Conrad Meyer	186000398AC	Public intoxication	BF	110
Sanchez, Raul V.	01932M	Battery- MUST APPEAR	BF	250
Sanchez, Raul V.	01933M	Marijuana: use and/or possession- MUST APPEAR	BF	250
Soderling, Michael John	01777M	Dog at Large	BF	100
Sorenson, Stafford Leo	01353M	No display of current registration	BF	62.5
Staley, Patricia A	186000500AC	Failure to Maintain Lane	BF	45
Terzi, Servet	98029N	Use of hand-held electronic device while driving	BF	65
Thomas, Michael J	07035M	Public intoxication	D-Per Town's motion	0
Treanor,colin David	03676L	Driving/Control of vehicle while intox (MUST APPEAR)	DA-in accordance with WSS 7-13-301	0
Whipple, Alayna Felice	186000770AC	Care and control of a dog	BF	100
Zernis, Sondra Helen	186000722AC	brake lamps required	BF	90
Zickerman, Jason Perry	186000635AC	Limitations on turning around: Unsafe turning	BF	90

STAFF REPORT



MEETING DATE & TITLE: September 8, 2020 Regular Town Council Evening Meeting

SUBMITTING DEPARTMENT: Administration

PRESENTER: Carl Pelletier

SUBJECT: Special Event: Fall Arts Festival

PUBLIC COMMENT:

PURPOSE & POLICY CONSIDERATIONS:

To consider the special event request made by the Jackson Hole Chamber of Commerce to host the 2020 Fall Arts Festival. This request involves the use of public space and personnel.

Please note that representatives from the Town of Jackson, the Teton County Department of Health, the Jackson Hole Chamber of Commerce and the Farmer's Market have been working together on an event plan that satisfies the requirements of the current public health orders in Teton County and the State of Wyoming. The special event plan for the Fall Arts Festival contained in this staff report has been reviewed and approved by the Teton County Department of Health. This event proposal allows for additional spacing to accommodate 6-feet of social distancing, includes face covering requirements, addresses requirements for symptoms screening, includes one-way pedestrian traffic flow, addresses COVID-19 cleaning protocols, and outlines COVID-19 information dissemination for the participants and spectators.

REQUESTED ACTION:

Approve or deny the special event request for the Fall Arts Festival submitted by the Jackson Hole Chamber of Commerce.

RECOMMENDATION:

Approval of Fall Arts Festival Special Event Request.

BACKGROUND:

The 2020 Fall Arts Festival has been redesigned in an effort to mitigate the potential spread of COVID-19. Below is an overview of the event and requests associated with the 2020 Fall Arts Festival special event application.

Palates to Palette Gallery Walk

This portion of the traditional Fall Arts Festival has been cancelled for this year due to safety concerns.

Historic Ranch Tour

This portion of the traditional Fall Arts Festival has been cancelled for this year due to safety concerns.

Takin' It to the Streets – Saturday, September, 12 and Sunday, September 13, 2020

This portion of the traditional Fall Arts Festival has been redesigned to address COVID-19 concerns. In lieu of hosting a large event in and around the Town Square with food, beverage and shopping options, the JH Chamber of Commerce is requesting to place a pop-up tent on the boardwalk of the Town Square near the intersection of Broadway and Cache in order to sell Fall Arts Festival posters, provide masks to the public, and provide general information about the Fall Arts Festival between the hours of 8:00am and 5:00pm on Saturday, September 12 and Sunday, September 13, 2020. This would be very similar to the pop-up informational tent that the JH Chamber of Commerce has been permitted to place in a similar location throughout the summer. The primary difference would be to allow the sale of Fall Arts Festival posters at this booth on these two dates. The Chamber of Commerce has submitted an Expo License to allow for the sale of Fall Arts Festival posters.

In addition to a pop-up tent on the Town Square, the JH Chamber of Commerce in conjunction with the JH Art Association will be hosting a smaller ‘pop up’ art fair at the Center for the Arts Lawn. Similar small ‘pop up’ art fairs have been hosted this year by the JH Art Association with guidance from the Teton County Department of Health. The Health Department has been working with the Jackson Hole Chamber of Commerce and the JH Art Association on safety protocols for this ‘pop up’ art fair including requiring the use of face coverings, submission of protocols for maintaining social distancing, and submission of cleaning protocols. This event is taking place on the Center for the Arts Lawn and falls under permitted uses allowed for the Center for the Arts to host.

QuickDraw Event – Saturday, September 19, 2020

This portion of the traditional Fall Arts Festival has been redesigned to address COVID-19 concerns. This portion of the Fall Arts Festival will overlap with the existing permitted Farmers Market on the Town Square. In order to accommodate both venues safely it is recommended that the following requests be considered:

1. *Farmer’s Market (8:00am – Noon):* The Farmer’s Market on the Town Square would keep their existing footprint on Center Street (between Broadway and Deloney) and on Deloney Avenue (between Cache and Center Street). All of the existing health and safety protocols that have been required at previous markets would remain in place. Street closures and timing of the street closures would remain the same as previous Farmer’s Markets (6:00am – 12:30pm).
2. *QuickDraw Live Art (8:00am – 9:30am):* Artists would be allowed to set up inside of the George Washington Memorial Park (Town Square) with at least 6-feet of distance between each artist station. Spectators wishing to enter the Town Square to observe the artists would enter through one of the 4 arches where they would be greeted by a Chamber of Commerce staff member or volunteer. Upon entering, spectators would be informed of the COVID-19 protocols for the event including the requirement of face coverings, one-way pedestrian traffic flow, social distancing requirements, etc.

The artists would be set up in a manner that would allow for spectators to move through the Town Square in a one-way flow of pedestrian traffic. Members from the Jackson Hole Chamber of Commerce would be monitoring and directing one-way pedestrian spectator flow through the interior of the Town Square. Masks would be required for all spectators entering the Town Square. A Chamber of Commerce pop-up tent will be positioned at each entrance of the Town Square to ensure that spectators are wearing masks, that spectators are abiding by the one-way pedestrian traffic flow, that spectators are screened prior to entry into the Town Square. Chamber of Commerce staff and volunteers would also be monitoring the flow of traffic to maintain 6 feet of social distancing inside of the Town Square among spectators.

3. *QuickDraw Display (9:30am – 10:30am).* Artists would conclude their drawings and spectators would continue to walk inside of the Town Square to observe the art. The artwork will remain in the same place. All of the protocols listed in item #2 above would remain in place for any spectators wishing to view the artwork following the Live Art portion of the special event.
4. *QuickDraw Auction (beginning at 10:30am).* The artwork created by the artists would be moved from the Town Square to inside of the Cowboy Bar for a live auction. In the past, this portion of the event would have been held in a large group gathering in a tent on Deloney Street; however, the applicant has decided to move this inside of the Cowboy Bar for an in person and on-line auction event.

Sunday Art Walk – Sunday, September 20, 2020

On the final day of the Fall Arts Festival up to 15 galleries will be open for a gallery walk between the hours of 11:00am until 3:00pm. No requests are being asked of the Town for this portion of the Fall Arts Festival; however it should be noted that due to safety concerns food and drink will not be available for consumption this year inside of the galleries.

Requests associated with the Fall Arts Festival events include:

- Permission to place a pop-up tent on the Town Square boardwalk near the intersection of Broadway and Cache in order to sell Fall Arts Festival posters, provide masks to the public, and provide general information about the Fall Arts Festival between the hours of 8:00am and 5:00pm on Saturday, September 12, 2020 and Sunday, September 13, 2020.
- Permission to utilize the George Washington Memorial Park on Saturday, September 19, 2020 for the QuickDraw live art and QuickDraw display portions of the Fall Arts Festival.

This application has been submitted to all Town departments for review.

ANALYSIS:

This plan has been reviewed by the Teton County Department of Health. The Teton County Department of Health has indicated that with the safety precautions listed in this application that they were comfortable with the plan outlined above. Members of the Jackson Hole Chamber of Commerce, representatives from the Teton County Department of Health, Town of Jackson staff and representatives from the Jackson Hole Farmers Market all reviewed the plan submitted for the 2020 Fall Arts Festival.

This plan would address the public health orders that are currently in place as of September 2, 2020. If the public health orders were to change prior to or during the Fall Arts Festival, the applicant would need to abide by all current health orders.

ALTERNATIVES:

Several alternatives were explored by the various stakeholders. One possible alternative for the QuickDraw event on Saturday, September 19, 2020 was discussed as “Option B”. This option would allow the Farmers Market to continue operating on Center Street (between Broadway and Deloney) and on Deloney Avenue (between Center Street and North King Street). The Farmers Market would continue to operate between the hours of 8:00 am and Noon with parking closures of these streets between the hours of 6:00 am and 12:30 pm. The QuickDraw events between 8:00am and 9:30am would be moved on to Deloney Avenue (between Cache and Center). The QuickDraw auction beginning at 10:30am would still take place in the Cowboy Bar.

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle.

FISCAL IMPACT:

Minimal. Income generated by special event application (\$25) and income generated exposition license (\$200).

STAFF IMPACT:

Minimal. Parks and Recreation would need to prepare the Town Square prior to the Fall Arts Festival. Potential irrigation locates by the Parks and Recreation staff. The processing of applications (special event and exposition).

ATTACHMENTS OR LINKS:

Special Event Application

Fall Arts Festival Overview

Takin’ It to the Streets Overview (map, health protocols and health requirements)

QuickDraw Overview (map, health protocols and health and health requirements)

Fall Arts Festival phased plan for public health orders

Insurance Coverage Documentation

SUGGESTED MOTION:

I move to approve the special event application made by the Jackson Hole Chamber of Commerce for the 2020 Fall Arts Festival, subject to the conditions and restrictions listed in the special event application with the additions of the following conditions and restrictions:

1. Any additional conditions as directed by the Town Council.
2. The applicant shall abide by all state and local health orders in place during the event.
3. The applicant will follow the guidelines set forth by the Teton County Health Department in efforts to mitigate the potential spread of COVID-19 including, but not limited to, the requirement of face coverings, pedestrian traffic flow patterns that allow for 6 feet of social distancing, requirements for symptoms screening, COVID-19 cleaning protocols, and COVID-19 information dissemination to the participants and spectators.



August 27, 2020

Carl Pelletier
Town of Jackson
PO Box 1687
Jackson, WY 83001

Dear Carl,

Attached please find the Fall Arts Festival Special Event Application, complete with safety plans to adhere to Public Health orders and guidelines. Included in this packet are as follows:

Special Event Application

FAF Event Overview

- Takin' It To The Streets map and full event outline (September 13)
- QuickDraw map and full event outline (September 19)

FAF phased plan for Health Orders

Insurance Coverage

Truly, thank you for all you're doing for the Chamber and the community! Our gratitude for your help and guidance cannot be overstated.

Thanks,

Britney Magleby
Interim Director of Special Events
(208)521-0019

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: Jackson Hole Fall Arts Festival

Name of Organization: JH Chamber of Commerce

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

Mailing Address: PO Box 550

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

Work Phone: _____ Cell Phone: 208-521-0019

EVENT INFORMATION

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

Description & Purpose of Event (Attach additional sheets if necessary): To showcase art and culture in Jackson, WY.

Location of Event: Throughout downtown Jackson Alternative Location: N/A

Date(s) of Event: 9.9.20 - 9.20.20 Event Operating Hours: 8am - 5pm

Event Set Up Begins Date: See outline per Time: event

Event Clean Up Ends Date: See outline per Time: event

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance
(Spectators and Participants)

Per Day: 300

Total Event: 1,500

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): Art Association of Jackson Hole

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: Anna Olson

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

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

The Farmer's Market, occurring at the same date and time as The Fall Arts Festival QuickDraw, will close the same streets and parking that they have been closing throughout the season

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

see above

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 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: Electric outlets ON West side of
Square (Near Cowboy Bar) turned on

**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 am Finish Time: 12 pm

Will your event feature any musical entertainment?

☐ Yes

☒ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

If "Yes", have you completed a sign permit application?

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☒ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: We are not providing food or drink at the event
and only expecting 200-300 viewers. We will direct guests to public restrooms.
* Upon request, we can provide restrooms *
Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Poster Sales - expo license paid & requested

Will any food or beverages be sold at your event?

☐ Yes

☐ No

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

TRASH REMOVAL PLAN

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

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

Very little trash will be generated.
If trash is generated, Chamber will handle directly

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☐ Yes

☒ No

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

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

When will these recycling receptacles be delivered? _____

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

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

Very little recycling will be generated

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:

Changes due to Covid-19 to acomodate
health orders.

See attached documentation.

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: DM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials:

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials:

Bm

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: Britney Magleby
Signature

APPLICANT: Britney Magleby
Printed Name

DATE: 8/27/20

TITLE: Special Events Director



TO: TOWN OF JACKSON
FROM: BRITNEY MAGLEBY, INTERIM DIRECTOR OF SPECIAL EVENTS
SUBJECT: FAF EVENT OVERVIEW
DATE: 8/27/2020

General Information

The 2020 Fall Arts Festival has been redesigned with the safety of the community top of mind. We've worked carefully with Teton County Public Health, The Town Of Jackson, and our community partners to be presenting a plans that is in accordance with all current health orders and works for all parties involved. We've been innovative with ways to eliminate crowds, meet current safety orders, and move events virtual. We are excited to present the following plan to continue Fall Arts Festival in an appropriate manner for 2020.

Recognizing that circumstances are rapidly changing, all Fall Arts Festival event producers are open to meeting with The Town and Public Health as needed prior to the event start date to review all plans if the existing landscape and current health conditions of the community change. We will adjust the scope of these events accordingly as needed.

Palates & Palettes Gallery Walk Overview

Palates & Palettes Gallery Walk has been canceled to keep the safety of all patrons, artists, and gallery owners the number one priority.

Historic Ranch Tour Overview

The Historic Ranch Tour has also been canceled this year to ensure heightened safety precautions for all patrons and hosts of the Historic Ranch Tour.

Takin' It to the Streets Event Overview

Sunday, September 13, 10am – 4pm
Estimated Attendance: 500 throughout the event

Event map and full outline attached.

Typically the date of Taste of the Tetons, The Chamber has decided not to host this event that encourages people to taste food, share drink, and shop at booths on Town Square. Instead, only the art fair portion of this event will take place on The Center for The Arts Lawn.

The Art Association of Jackson Hole will host a small pop-up art fair on The Center for the Arts private lawn as a replacement for Takin' It To The Streets. This non-ticketed event will mirror the July 25, 2020 pop-up art fair put in the same location by the same organizers. All state and local health orders, including social distancing, cloth face coverings, and use of hand sanitizer will all be enforced throughout the event. A detailed map and event overview of this particular event has been included with this application.

The Chamber would like to request The Town's permission to have one 10x10 pop-up tent on the Broadway / Cache corner of the square to sell FAF posters, hand out masks, and provide general information about the Fall Arts Festival on Saturday, September 12 and Sunday, September 13 from 8 am – 5 pm. We have applied and paid for an expo license for these dates.

Contact for Takin' It To The Streets: Kelli Reinertson at kelli@artassociation.org

Contact for Town Square FAF booth: Britney Magleby at britney@jacksonholechamber.com

QuickDraw Event Overview

Saturday, September 19, 2020

Estimated attendance: 300 throughout event

QuickDraw showcases live art by 30 artists that are represented at local galleries. Artists create masterpieces in 90 minutes or less that immediately go to auction. Not only is this event financially important for locally-represented artists, local galleries, and The Chamber, it is also instrumental in ongoing marketing of Jackson as an arts & culture destination.

QuickDraw live art (8am – 9:30 am): We've worked carefully with Teton County Public Health, The Town of Jackson, and The Farmer's Market to develop a plan that works for both events but requires social distancing between families, face coverings, and symptom screening throughout the event. From 8 – 9:30 am, artists will be painting inside Town Square with one-way traffic for viewers to watch. A full map and event outline has been provided.

QuickDraw display (9:30am – 10:30am): Completed works will be displayed on Town Square in the same location where they were created live. One-way traffic will be allowed to enter the park, look at completed works, and place absentee bids on completed works before online before the pieces go to live auction.

QuickDraw auction (beginning at 10:30am): For the first time in festival history, The Chamber is excited to host the 2020 QuickDraw primarily online, eliminating the request for a large, crowded tent located on Town Square. We will host a very small (no more than 100 guests socially distanced) in-person auction that will happen in real-time with the online auction inside the Cowboy Bar. By 12pm, all artists and completed works will be off The Square, and takedown will begin. By 1 pm, takedown will be complete and the Square will be completely clear for visitors.

Farmer's Market (8am – 12pm): The Farmer's Market will host their event at the same scope they have been hosting for 2020. They will have 37 vendors, all 10 ft apart in all directions, with one-way pedestrian traffic.

Contact for QuickDraw is Britney Magleby at (208) 521-0019.

Contact for Farmer's Market is Jenny May Shervin at jennymay333@gmail.com

Sunday Art Walk

Sunday, September 20, 11am – 3pm

Estimated attendance: 500 throughout downtown throughout the event

On the last day of the Festival, Sunday, September 20, up to 15 galleries will be open for a gallery walk that encourages art buyers and collectors to visit participating galleries from 11 am – 3 pm. This event signifies the end of Fall Arts Festival, and is often claimed to be one of the best days in art sales for the entire year. Food and drink will not be available for this event this year.

Farmers Market Vendors

Deloney Ave. & Center St.

6:00am

-

12:30pm

30 Quick Draw Artists

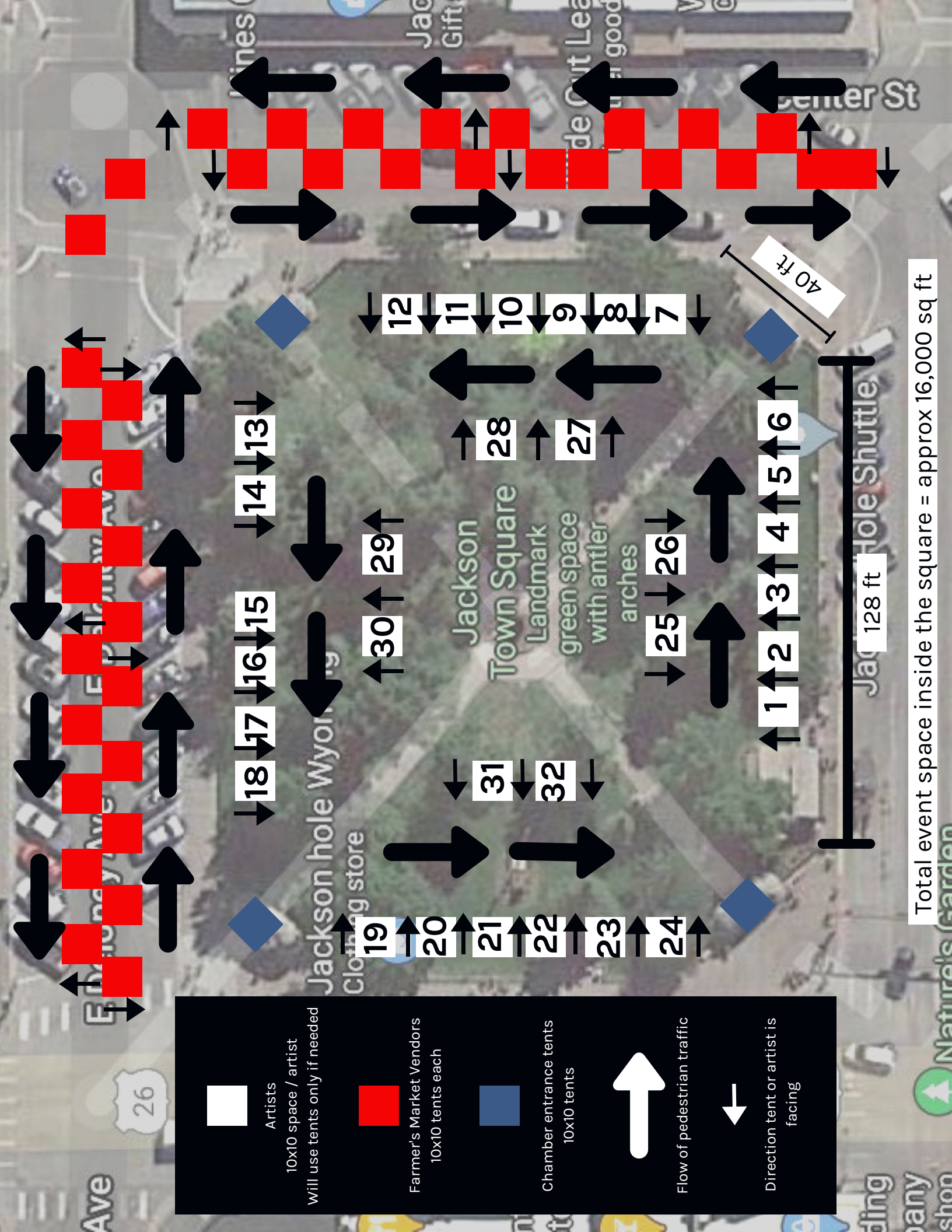
8:30am - 10:30pm

Town Square

Inside Town Square

**Requested
Layout for
QuickDraw
and Farmers
Market on
Saturday
September 19.**

**Farmers Market
Vendors on
Center St. and
Deloney Ave.
QuickDraw
artists in the
Town Square.**



QuickDraw & Farmer's Market

September 19, 2020

Run-of-Show

6am: Setup begins, see above for setup locations. Small sections of Center and Deloney closed to traffic and parking.

8am: Event begins, QuickDraw and Farmer's Market open to the public.

8 - 9:30am: Live Art. Artists complete live art while spectators are welcome to watch by circulating in one-way traffic. (250 - 300 spectators expected)

9:30 - 10:30am: Completed works on display, will stay in same locations as when they're being created, facing into the park. Chamber staff will be preparing online auction at this time. (Spectators included in numbers above)

10:30 am: Live auction beings. 5 pieces at a time are walked into the Cowboy Bar for live auction. (Restricted to 100 ticketed in-person bidders inside the Cowboy Bar. All others will participate online.

12 pm: Final pieces go to auction, Market closes. Takedown begins.

1 pm: Streets re-open

Notes

All event entries and exits will have masks and hand sanitizer.

Face coverings are required to enter the event.

3 volunteers from Chamber staff will constantly walk the event to enforce social distancing and mask wearing.

Signage throughout event will request social distancing and mask wearing.

One way traffic only will be allowed throughout the event (indicated above).

All vendors and artists are spread 10 ft. between each other and 6 ft between any spectators.

All volunteers will track symptoms and exposure to Covid-19 14 days prior to the event. Backup volunteers are prepared to help if needed, also tracking symptoms and exposure.

QuickDraw & Farmer's Market Alternative

September 19, 2020

6 am: Road barricades to block off Center and Deloney traffic
6 am: Setup begins.
8 am: Event begins. Artists begin working, Farmer's Market open. Both events accepting one-way traffic. (250 - 300 spectators expected for live art portion of QuickDraw)
9:30 am: Artist live art time ends.
9:30 - 10:30 am: Artists leave their completed works in their spot for display. Chamber staff will be preparing the live online auction at this time. (Attendance included in numbers above)
10:30 am: Auction begins. Completed works will be walked into the Cowboy Bar by artists and volunteers 5 pieces at a time. Remaining works will stay on display on the Square until their time for auction. When a work leaves the square, it will be replaced with signage. (100 ticketed in-person bidders will be allowed into the auction inside the Cowboy Bar. All others will participate online).
12 pm: Last works are walked off the square. Farmer's Market closes.
12 - 1 pm: Takedown.
1 pm: Barricades removed, streets re-opened to traffic.

Notes:

Signage at event entrances and exits indicating social distancing and masks

Masks and hand sanitizer present at entrances and exits

Volunteers and staff present to spread crowds and ensure masks

One-way traffic throughout event

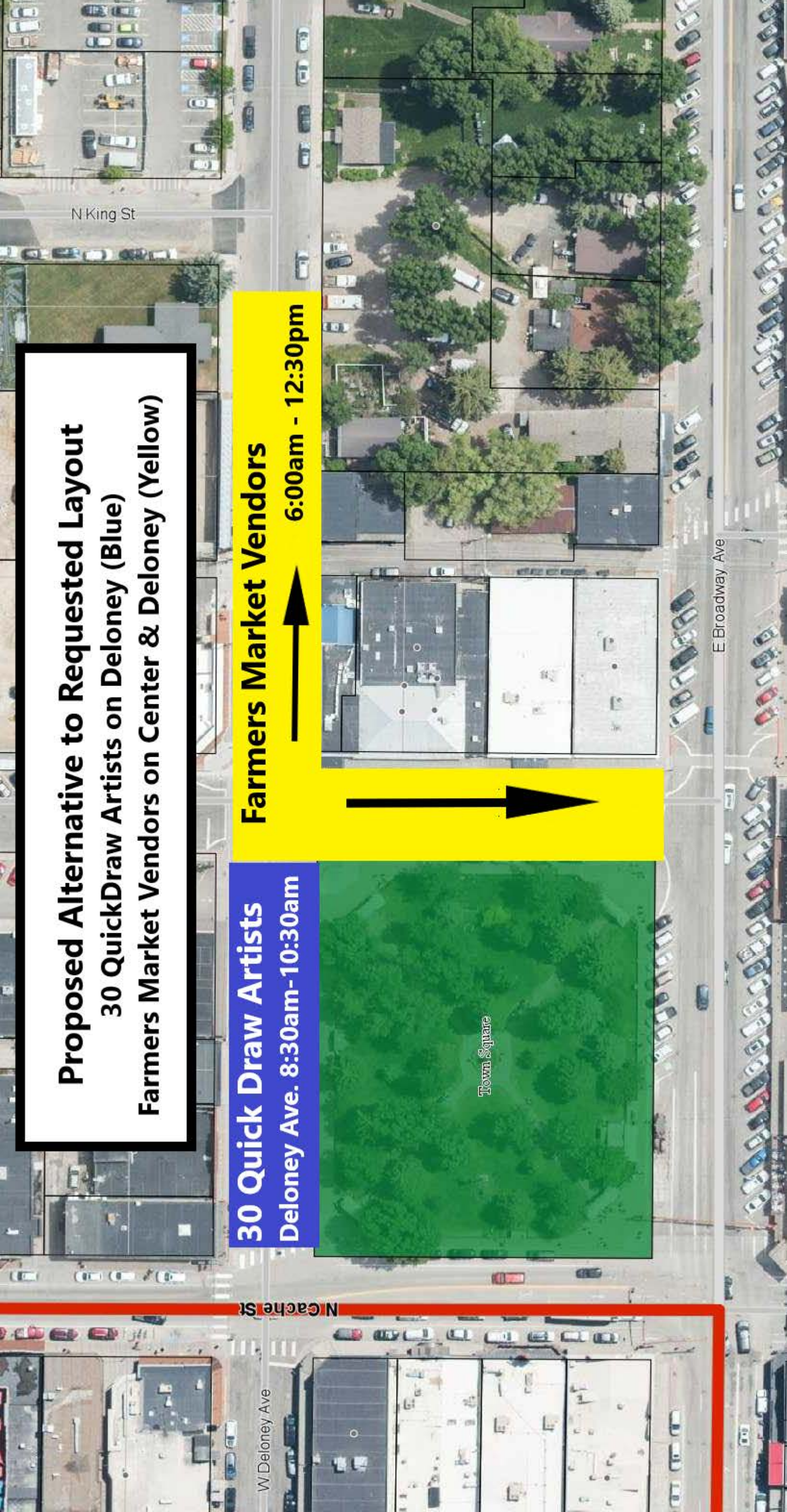
Artists spread 10 ft apart, barricades 6 ft from each artist. Depending on weather, artists will be without overhead tents.

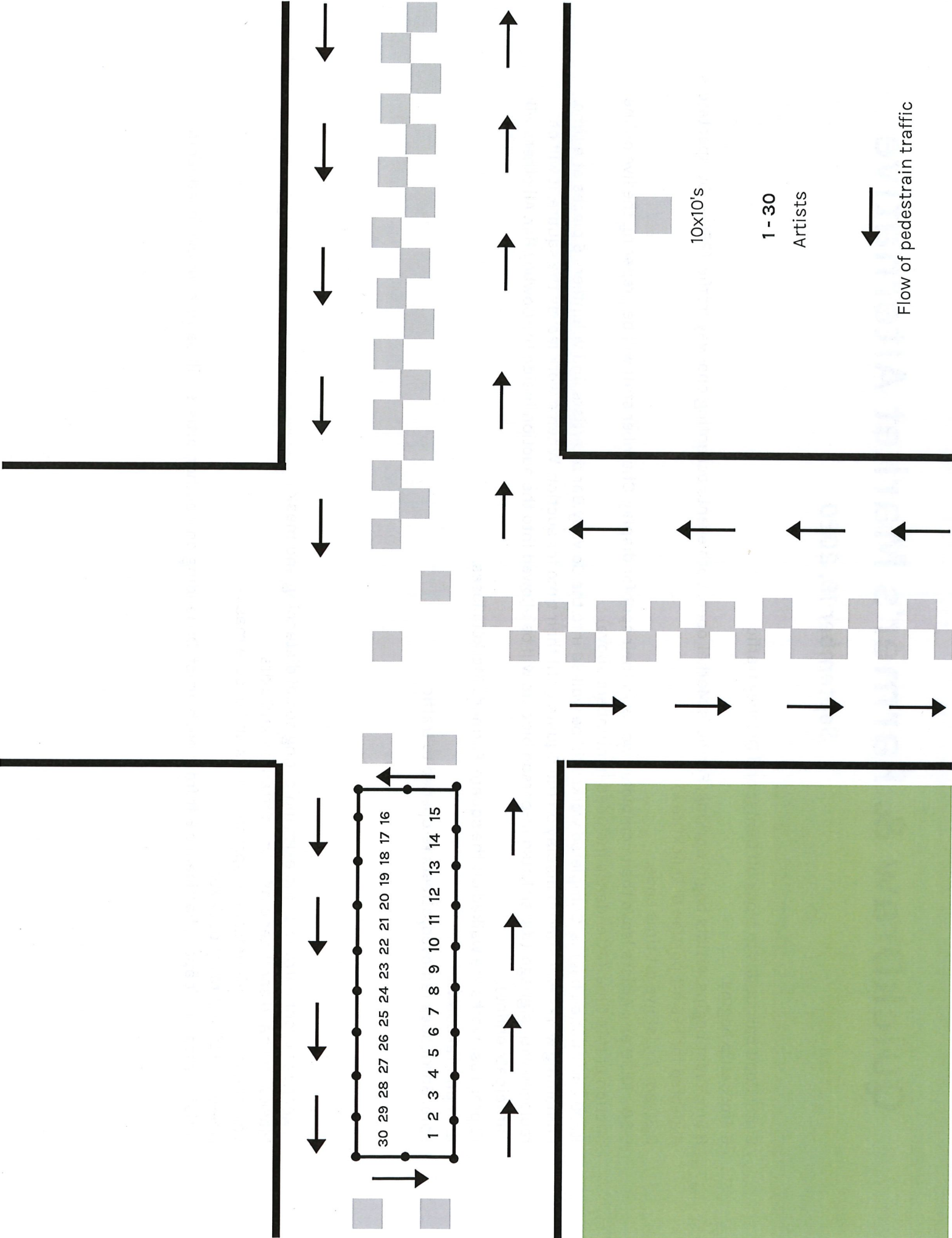
Proposed Alternative to Requested Layout
30 QuickDraw Artists on Deloney (Blue)
Farmers Market Vendors on Center & Deloney (Yellow)

30 Quick Draw Artists
Deloney Ave. 8:30am-10:30am

Farmers Market Vendors

6:00am - 12:30pm





Art Fair with local artists only on the Center for the Arts Lawn in conjunction with the Chamber of Commerce

Sunday, September 13, 2020, 10am - 4pm

Protocols and Requirements

Phase I - Artists ONLY

- Max 56 vendors
- Required masks or face covers for vendors
- Recommended masks or face cover for shoppers
- Booths will be placed around the perimeter and in the center of the lawn and will be 6 feet apart
- Recommended to send one member of household to art fair, leave kids and dogs at home if possible
- Customers do not touch art work unless wearing gloves or use hand sanitizer. Vendors will bag purchases.
- Booth signs reminding shoppers to wear a mask, stand 6' apart and use hand sanitizer before touching any items.
- Signage at each corner entry to not enter if experiencing COVID symptoms.
- Vendors required to have hand sanitizer at their booth
- AIA Booth and staff or volunteer to remind people to use hand sanitizer
- Vendors, staff and volunteers recommended to sanitize hands often
- If vendors are selling food, no samples will be allowed. Food will need to be pre-packaged.

Phase II - Artists ONLY

- Max 56 vendors
- Required masks or face covers for vendors
- Recommended masks or face cover for shoppers
- Booths will be placed around the perimeter and in the center of the lawn and will be 6 feet apart
- Recommended to send one member of household to art fair, leave kids and dogs at home if possible
- Customers do not touch art work unless wearing gloves or use hand sanitizer. Vendors will bag purchases.
- Booth signs reminding shoppers to wear a mask, stand 6' apart and use hand sanitizer before touching any items.
- Signage at each corner entry to not enter if experiencing COVID symptoms.
- Vendors required to have hand sanitizer at their booth
- AIA Booth and staff or volunteer to remind people to use hand sanitizer
- Vendors, staff and volunteers recommended to sanitize hands often
- If vendors are selling food, no samples will be allowed. Food will need to be pre-packaged.

Phase III - Artists ONLY

- 70 vendors
- Vendors required to have hand sanitizer at their booth
- Booths will be placed around the perimeter and center of the lawn with no spacing between booths

Red (High Risk)

QuickDraw and auction will be held entirely online
All public events will be cancelled

Orange (Moderate Risk)

The event(s) will operate as outlined in the "event overview" document in this application
6ft social distancing will be maintained between households at all times
All in-person event attendees will be required to wear face coverings throughout the events
Event volunteers and Chamber staff will screen for symptoms of Covid-19 starting 14 days before the event
All locations and equipment will be cleaned and disinfected according to CDC recommendations
If used, credit cards will be sanitized before and after each use
Consistent signage and announcements will enforce social distancing, face coverings, etc.

Yellow (Low Risk)

Event(s) will operate as outlined in the "event overview" document of this application.
6ft social distancing will be maintained between households at all times
Event volunteers and Chamber staff will screen for symptoms of Covid-19 starting 14 days before the event
All locations and equipment will be cleaned and disinfected according to CDC recommendations
Spectators, artists, volunteers, and business staff will be required to wear cloth face coverings at all time
If used, credit cards will be sanitized before and after each use
Consistent signage and announcements will enforce social distancing, face coverings, etc.

Recovery Phase:

Same as above.



JACKHOL-31

JORR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Jessica Orr PHONE (A/C, No, Ext): (307) 733-2464 FAX (A/C, No): (866) 246-1819 E-MAIL ADDRESS: jessica.orr@hubinternational.com
INSURED Jackson Hole Chamber of Commerce PO Box 550 Jackson, WY 83001	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 41297

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		CPS7207570	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Jackson
PO Box 1687
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

TOWN OF JACKSON
P.O. BOX 1687
JACKSON, WY 83001

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

STAFF REPORT



MEETING DATE & TITLE: September 8, 2020 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Brian Lenz, Town Engineer

SUBJECT: *TOJ Project 20-17: 2020 Fall Patching*

PUBLIC COMMENT:

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is to obtain approval to award the contract for the construction of the 2020 fall patching project.

REQUESTED ACTION:

Public Works respectfully requests approval of this contract.

RECOMMENDATION:

Staff recommends that the Town Council approve award of the construction contract to Avail Valley Construction-ID, LLC, of Victor, ID in the amount of \$134,600.

BACKGROUND:

This project was advertised in the JH News & Guide Weekly for two weeks beginning July 29th, 2020.

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 work is required to be completed by October 23rd, 2020. Patching locations are throughout Town and determined typically in the spring after the snow and ice have melted. There is a focus to patch roads slated for chip seal projects.

This contract does not include any chip sealing projects, and Public Works does not anticipate any chip seal projects in FY21.

ANALYSIS:

The Town received construction Bids for the project on August 20th, 2020. A total of two bids were received.

1. Avail Valley Construction-ID, LLC, Victor, ID \$ 134,600
2. Evans Construction Company, Jackson, WY \$ 145,436 (5% Wyoming Preference = \$138,164)

Avail Valley Construction-ID, LLC of Victor, ID was found to be the lowest responsive bidder.

ALTERNATIVES (Optional):

Staff presents the following options for the Town Council to consider:

- Approve the contract of the 2020 Fall Patching Project
- Place the 2020 Fall Patching Project on hold by denying the contract
- Other

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

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

- Principle 8.1- Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - o 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.

FISCAL IMPACT:

The project will be funded with the FY 2021 Annual Street Reconstruction in the adopted budget. While this budget line item was significantly reduced during the Town's COVID adjustments, this project is the intended use of these funds from the adopted FY21 budget. The most critical locations for patching were prioritized for completion this year.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

STAFF IMPACT:

This project helps Public Works deliver its core services to the community and is a Street Division priority for achieving desired level of service. Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 5-10 hours of Public Works staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

ATTACHMENTS OR LINKS:

None

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve the award of the 2020 Fall Patching Project (ToJ Project 20-17) to AVAIL VALLEY Construction-ID, LLC, of Victor, ID in the amount of \$134,600.

STAFF REPORT



Meeting Date:	September 8, 2020	Meeting Title:	Contract Approval
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Contract Approval for Sewer Trunk Line Maintenance	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve a maintenance contract for sewer cleaning and camera work on the Town's 30-inch sewer trunk line.

Requested Action.

The requested action for this item is to approve the contract to perform the maintenance required on the Town's 30-inch sewer trunk line.

Recommendations.

Staff recommends approving the contract for maintenance service that includes cleaning and camera work on the Town's 30-inch sewer trunk line.

Background.

The Town owns roughly 4.5 miles of a 30-inch sewer trunk line that spans from High School Road to the Wastewater Treatment Plant. Due to the high-water velocity within this pipe, cleaning and inspections happen infrequently. The Sewer Division will seek to complete this maintenance every 10 years moving forward. The last cleaning and inspection was performed in the early 2000's.

Analysis.

Routine inspection on a major trunk line should be performed on a cycle to ascertain the quality of the asset and help to inform when the asset should be replaced or when new problems present themselves. This particular trunk line is made of ductile iron and was installed in 1978/79, prior to the Wastewater Treatment Plant moving to its present-day location. Most ductile iron gravity sewer installations laid in accordance with good engineering practice should be in service for a minimum of 50 years, with a goal of 100 years or more.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

- Section 8: Quality Community Service Provision

Fiscal Impact.

The fiscal impact for this service is \$77,021.00 and is budgeted for in the Sewer Division's Professional Services FY21 account.

Staff Impact.

Staff impact for this item will include managing the contractor for a period of roughly one month. Staff impacts include timeline management, asset location, and general day-to-day operations conducted by the contractor. It is estimated that 10 – 15 hours a week will be needed to assist the contractor with this project for which the Sewer Division will be responsible.

Attachments or Links.

- Sewer Trunk Line Cleaning Services Contract

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the Sewer Trunk Line Cleaning Services Contract with Kleen Pipe, LLC, of Lander, Wyoming, for a contracted amount of \$77,021.00 and authorize the Mayor to execute all necessary contract Agreements.

SEWER TRUNK LINE CLEANING SERVICES CONTRACT

This Sewer Trunk Line Cleaning Services Contract ("**Contract**") is entered into _____, 2020 ("**Effective Date**"), by and between Kleen Pipe, LLC, with an address of 830 Jefferson St. Lander, WY 82520 ("**Contractor**") and Town of Jackson, with an address of 450 Snow King Ave. or PO Box 1687 Jackson, WY 83001, ("**Customer**"), collectively the "**Parties**."

1. **Construction Services.** Customer wishes to obtain the Contractor's services to perform the following work. Detailed plans and specifications are attached to this Contract as Exhibit A, and by this reference made a part hereof.

Sewer Jetting shall include using an industrial vacuum truck and shall include vacuuming and removing all sand, grit, stones, bottles, trash, grease, sludge and all other debris from approximately 4.5 miles of the 30" sanitary sewer trunk line and all incorporated manholes within the trunk line system. Closed circuit television video shall include recording the entire diameter of the sewer trunk line, including recording all inside surfaces and spaces of each manhole, to show any deformities, root intrusion, cracking, damage, infiltration, and any other deterioration of the 30" sewer trunk line ("**Services**").

The Services are to be performed at the following address: See Exhibit A ("**Property**").

Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, Contractor will remove all materials, supplies, and other debris collected from the sewer trunk line

2. **Changes in the Services.** Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both Contractor and Customer. Customer agrees that any changes to the Services may result in additional charges and extend the Construction Schedule described in Section 3.
3. **Construction Schedule.** Contractor will complete the Services in accordance with the following schedule. Customer agrees that all dates are subject to change if Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

Start Date:	<u>October 1, 2020</u>
Substantial (90%) Completion Date:	<u>October 23, 2020</u>
Full Completion Date:	<u>October 31, 2020</u>

4. **Payment Schedule.** Customer agrees to pay Contractor the Total Payment specified below for the Services in accordance with the following schedule:

Upon completion of all Services:	<u>\$ 77,021.00</u>
TOTAL PAYMENT:	<u>\$ 77,021.00</u>

Contractor agrees to provide Customer a breakdown of all costs (i.e., materials and labor) upon Customer's request.

5. **Representations.**

Contractor Representations. Contractor is a duly licensed general contractor in good standing and has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Contract. Contractor will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, and in accordance with the standard of care required for the performance of said Services. Further, Contractor shall maintain all required licenses, including without limitation, all necessary professional and business licenses from the State of Wyoming, Teton County, Wyoming and Town of Jackson, as the case may be, throughout the term of this Contract.

Customer Representations. Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, and codes. Customer has the financial ability to pay Contractor for the Services.

6. **Obligations.**

Contractor Obligations. Contractor will obtain, at its own cost, all necessary permits and approvals to perform the Services. Contractor agrees to provide Customer lien waivers, lien releases, and/or acknowledgement of full payment upon receipt of each payment laid out in the Payment Schedule in Section 4 above. Contractor will take all reasonable safety precautions in performing the Services. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

Customer Obligations. Customer will, to the maximum extent possible under law, provide Contractor, its employees, agents, and subcontractors, reasonable access to the Property for the purpose of performing the Services.

7. **Insurance.** Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors. Contractor shall maintain professional liability insurance, at its own expense, to protect Town from any negligent acts, errors, or omissions on the part of Contractor and provide copies of said insurance policy to the Town prior to commencing work.

8. **Subcontractors.** Contractor may engage subcontractors to perform work at its discretion, provided that Contractor shall fully pay any subcontractor, in all instances remain responsible for the proper completion of this Contract, and is solely responsible for ensuring each subcontractor meet the standards set forth in this Contract, including by way of example, insurance and contractor representations.

9. **Ownership.** All the work product and deliverables of the Services produced under this Contract shall remain the exclusive property and shall inure to the benefit of Town as work for hire. Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Contract,

apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of Town.

10. **Notice.** All notices under this Contract will be in writing and will be deemed to have been duly given if delivered personally or by courier service or mailed by registered or certified mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. If delivered personally or by courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt.

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

Contractor:

Kleen Pipe, LLC
830 Jefferson St.
Lander, Wyoming 82520

11. **Force Majeure.** Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor or because of events beyond the Contractor's control (such as pandemic, fire, flood, acts of God, etc.), Contractor will not be deemed to have breached this Contract and the time for Contractor to complete the Services will be extended by the amount of time reasonably necessary for Contractor to complete the Services and at a schedule agreeable to the Parties. The time for Customer to pay Contractor for the Services will be extended in the same manner.
12. **Indemnity.** Contractor shall indemnify, defend and hold harmless Town, its officers, directors, employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Contractor or anyone for whom Contractor is legally responsible. Contractor will reimburse Town for defense costs, including reasonable attorney's fees, for claims arising out of Contractor's professional negligence.
13. **Termination.**

Customer can terminate the Contract by giving written notice: (a) if Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by Contractor to provide the Services to an acceptable standard and to the reasonable satisfaction of Customer.

Contractor can terminate the Contract by giving written notice: (a) if Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or

(b) if Customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

14. **Entire Agreement; Modification.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Contractor and Customer.
15. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation and divide the cost thereof equally between the Parties. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
16. **Legal and Binding Contract.** The individual(s) executing this Contract on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the corporation, person, firm, partnership or government entity and that this Contract is binding upon the entity in accordance with its terms.
17. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party. If consent to an assignment is obtained, this Contract is binding on the successors and assigns of the Parties to this Contract.
19. **Counterparts.** This Contract may be signed in separate counterparts which will be treated as one Contract.
20. **Headings.** Headings used in this Contract are for convenience only and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Contract.
21. **Waiver.** Unless otherwise indicated herein, failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Contract, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any Party, by notice delivered in the manner provided in this Contract, may, but shall be under no obligation, to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Contract, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

22. **Applicable Law.** The interpretation of this Contract and any claim or controversy arising out of or related to this Contract shall be governed by the laws of the State of Wyoming. Jurisdiction and venue for the enforcement of this Contract shall be found exclusively in the courts of Teton County, State of Wyoming. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.
23. **Governmental Immunity.** The Town of Jackson does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CONTRACTOR"

Signed: Kleen Pipe, LLC

By: _____

Date: _____

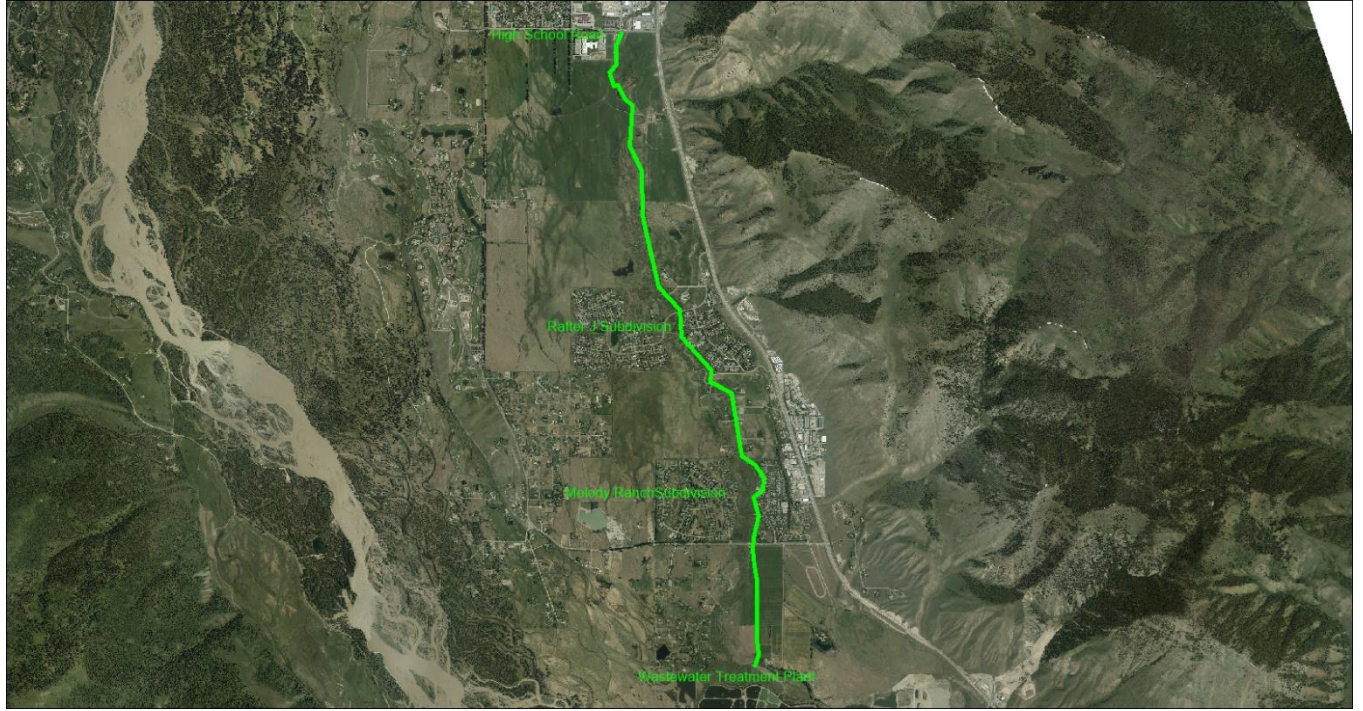
"CUSTOMER"

Signed: Town of Jackson

By: _____

Date: _____

Exhibit A



STAFF REPORT



MEETING DATE & TITLE: September 8, 2020 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Floren Poliseo, PW Director

SUBJECT: *Approval of Contract for water well exploration grant*

PUBLIC COMMENT:

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is for the Town Council to review and approve for Mayor's execution a contract with the Wyoming Water Development Commission (WWDC) for an awarded Ground Water Exploratory Grant (GWEG) to aid in funding feasibility exploration drilling for a new water well for zone 3 (west Jackson) of the Town's water supply system.

REQUESTED ACTION:

Staff respectfully requests that the Town Council approve the Contract between the Town and WWDC for use of this awarded grant funding.

RECOMMENDATION:

Staff recommends approving the Contract so that the Town can utilize the grant award to help fund a portion of its project costs.

BACKGROUND:

At the June 15, 2020 Regular Town Council Meeting, Council voted in favor of staff completing and submitting a GWEG application. At a June 26 Special Town Council Meeting, Council voted to approve a resolution thereby completing application requirements.

On August 14, 2020 the WWDC approved grant funding to the Town of Jackson for the well exploration effort. WWDC mailed two original Contract documents to the Town for signature, and upon receipt of our signed contract the Town will receive a notice to proceed.

ANALYSIS:

Town Engineering is working with Nelson Engineering to enhance water supply to West Jackson to meet peak demand flows and fire suppression needs. The team is currently evaluating feasibility of locations for a new tank and a new well. Once a well site is determined, this grant will help fund subsurface explorations (borings) to determine suitability and design criteria for the well.

This additional supply/storage is an existing need for west Jackson and was known prior to beginning the Water and Sewer Capacity and Rate Study. The project will keep our water system in compliance with DEQ regulations, and had been included in the CIP with preliminary planning/feasibility analysis identified as a priority Water Division project for FY20 and FY21. While the capacity study continues to inform the possible future demand and size/scale of this portion of the Town's water system, the project itself is necessary to meet existing demands regardless of whether decisions are made to increase density in current service areas and/or expand supply to other areas.

Town staff is working with Nelson Engineering to identify potential well locations in or near the west Jackson/Zone 3 service area. The work this exploration grant helps fund will aid in determining feasibility of a preferred location after options are narrowed.

ALTERNATIVES (Optional):

Council may alternatively decide to not execute this Contract for grant funding.

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

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

- Principle 3.1: Direct growth out of habitat, scenery, and open space
- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.1: Maintain Town as the central Complete Neighborhood

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

FISCAL IMPACT:

The well feasibility exploration this grant would support is included in the FY21 recommended budget as a Water Enterprise fund capital project cost estimate for design; therefore, any award will reduce the necessary budget funding to complete this portion of the project.

The total project cost for this feasibility exploration is estimated at \$135,000. The funding awarded by this grant is for 75% of project cost (\$101,250) with a required Town match of 25% (\$33,750).

STAFF IMPACT:

The grant administration, tracking, and reporting will require a moderate amount of time from the Public Works Director, Water, and Engineering staff including coordination with Nelson Engineering for the feasibility analysis for a new west Jackson water tank and this associated new well.

ATTACHMENTS OR LINKS:

Contract between the Wyoming Water Development Commission and the Town of Jackson Groundwater Exploration Grant

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve the Contract between the Wyoming Water Development Commission and the Town of Jackson for grant funding of groundwater exploration, and authorize the Mayor to execute all necessary contract agreements.

CONTRACT
BETWEEN THE WYOMING WATER DEVELOPMENT COMMISSION AND
THE TOWN OF JACKSON
GROUNDWATER EXPLORATION GRANT
CONTRACT NO. _____

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission (Commission), 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Town of Jackson, Wyoming (Sponsor), whose address is 150 East Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Commission shall fund the Sponsor with Ground Water Exploration Grant program monies, as provided by Wyo. Stat. § 41-2-119, in order to acquire certain technical, professional, or contract services as required to construct a new public water system well, Jackson Zone 3 Well, and to delegate to the Wyoming Water Development Office (Office), through its Director or his designee, the authority to administer this Contract.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of this Contract is from the Effective Date through August 15, 2022. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

If the Sponsor has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Sponsor may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

4. **Payment.**

- A. **Reimbursement of Expenses.** The Commission agrees to pay the Sponsor an amount equal to seventy-five percent (75%) maximum of total original invoices provided for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred one thousand two hundred fifty dollars and no cents (\$101,250.00).

The Contract total amount is controlling. Payment shall be made directly to the Sponsor. The Sponsor shall maintain hourly records of time worked by its personnel. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report and shall be made on forms provided by the Office. The Sponsor may use alternate billing forms if approved in advance by the Office project manager. A brief project progress report

summarizing project activities in the billing period must be submitted with each billing.

- B. Billing Procedures.** The Commission shall pay the Sponsor upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission pursuant to Wyo. Stat. § 16-6-602.
- C. Money Withheld.** When the Commission has reasonable grounds for believing that the Sponsor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Sponsor reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated as set forth herein. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.
- D. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. Responsibilities of Sponsor.

- A. Scope of Services.** The Sponsor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. Personnel.** All of the services required hereunder will be performed by the Sponsor or under its supervision, and all personnel engaged by consultants or contractors in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. Permits, Access, Environmental Clearances, Reclamation.** Permits, access or right-of-way agreements, and environmental clearances as needed prior to

construction and testing activities described in Attachment A shall be acquired by the Sponsor only, and the Sponsor shall not enter the WWDC as a co-applicant, nor party, nor co-signer in necessary filings. Following construction and testing activities, the Sponsor shall be responsible for construction site reclamation as required by landowner agreement(s).

D. Contracts

- (i) **Approval Required for Contracts.** The Sponsor shall submit a list of the proposed consultants, contractors, and subcontractors; the scope and extent of each subcontract; and the dollar amount of each subcontract subsequent to Contract execution to the Office for approval. During the performance of the Contract, substitutions in or additions to such contracts, associates, or subcontracts will be subject to the prior approval of the Office. Approval of subcontractors will not relieve the Sponsor from any responsibilities outlined in this Contract. The Sponsor shall be responsible for the actions of the consultants, contractors, and subcontractors.
- (ii) **Billings for Contractors.** Billings for consultants, contractors, or subcontract services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Sponsor. Subcontract costs will be documented by attaching subcontractor billings to the Sponsor's billing submittals. Contractors will utilize billing forms provided by the Office, or alternate forms if approved in advance by the Office project manager.
- (iii) **Copies of Contracts.** The Sponsor shall provide to the Commission copies of each consultant or contractor contract immediately following execution with the contractor. All contracts between the Sponsor and a consultant or contractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any contract entered between the Sponsor and a consultant or contractor.

E. Requests from the Commission. The Sponsor shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.

F. Presentation of Data. The Sponsor shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.

G. Draft of Final Report. The Sponsor shall provide to the Commission in Cheyenne, Wyoming, a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication

of any final report and no later than the date specified in Attachment A. The Commission will respond with written comments to the Sponsor as soon as practicable. The Sponsor will address the comments of the Commission in the final report.

- H. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- I. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Sponsor writes or uses a computer program or spreadsheet as a part of this project, the Sponsor shall submit to the Office for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to Commission in written and digital forms with the final report. Digital media shall be labeled by the Sponsor to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Sponsor to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Sponsor's performance obligations under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Commission's policies and decisions with respect to services covered by this Contract.
- B. Data to be Furnished to the Sponsor.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Sponsor without charge and the Office shall cooperate with the Sponsor in every way possible in the carrying out of the project.
- C. Review Reports.** The Office shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Sponsor to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Office shall provide all criteria and full information regarding its requirements for the project.

7. **Special Provisions.**

- A. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- B. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sponsor, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. **Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract 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 Contract; and to observe personnel in every phase of performance of Contract related work.
- D. **Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Sponsor breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract 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 Contract without the prior written consent of the other party. The

Sponsor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.

- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of the Commission 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 Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission 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 the Commission in the event this provision is exercised, and the Commission 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.** The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Sponsor shall cooperate fully with other contractors and the Commission in all such cases.
- G. 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 Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and any 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 the Commission for its release. If and when the Sponsor receives a request for information subject to this Contract, the Sponsor shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Commission.
- I. Conflicts of Interest.**
 - (i)** Sponsor's consultant(s) or contractor(s) shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. Sponsor shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Sponsor's

performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Sponsor shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Sponsor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

- (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- J. Entirety of Contract.** This Contract, consisting of thirteen (13) pages; and Attachment A, consisting of fourteen (14) pages, represent the entire and integrated Contract 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 Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** 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 Sponsor's actions.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole

responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract 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 the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Contract.

- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, email, or delivery in person at the addresses provided under this Contract. Notice provided by email shall be delivered as follows:

Commission: Kevin J. Boyce, P.G., kevin.boyce@wyo.gov, (307) 777-7626.

Sponsor: Floren Poliseo, fpoliseo@jacksonwy.gov, (307) 733-3932 ext.1401

- P. Ownership and Return of Documents and Information.** The Commission is the official 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 Contract. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to the Commission 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.

- Q. 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 the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- R. Prior Approval.** This Contract 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 Contract 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).

- S. Insurance Requirements.**

- (i) During the term of this Contract, the Sponsor shall ensure that its consultants obtain and maintain, and ensure that each obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Sponsor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against the Sponsor's consultants or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Sponsor shall ensure its consultants provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Sponsor, such insurance in the name of the Sponsor's consultants or subcontractors, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Sponsor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The Sponsor shall not allow its consultants to commence work under this Contract until it has obtained all the insurance required by the Commission and the State. The Sponsor shall ensure its consultants obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from the Sponsor's consultant's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Sponsor shall obtain from its consultants, and provide the Commission with, a Certificate of Good Standing or other proof of workers' compensation coverage for all employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by the Sponsor's consultants through the Wyoming Department of Workforce Services' workers' compensation program, The Sponsor shall ensure its consultants also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Sponsor shall ensure its consultants are duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Sponsor shall ensure its consultants supply the Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Sponsor's Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract 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, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign 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 Contract 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's Consultant's and contractors 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 Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated by the Commission immediately for cause if the Sponsor fails to perform in accordance with the terms of this Contract.
- 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions

of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract 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 Contract 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 Contract. Delivery by the Sponsor of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

The Effective Date of this Contract is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION:

Kellen Lancaster
Chairman

Date

Ron Kailey
Secretary

Date

TOWN OF JACKSON:

Pete Muldoon
Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner
Assistant Attorney General

Date

**WYOMING WATER DEVELOPMENT COMMISSION
GROUNDWATER EXPLORATION PROGRAM**

**ATTACHMENT A
SCOPE OF SERVICES**

A. AUTHORIZATION:

The Wyoming Legislature has authorized the Water Development Commission to Contract with Sponsors (cities, towns, water & sewer districts, and improvement & service districts) in Wyoming for exploration for and feasibility studies of the use of underground water for municipal and domestic purposes, not to exceed four hundred thousand dollars (\$400,000) per project. Any Sponsor participating in the program must provide at least twenty-five percent (25%) of the cost of the project from its own funds.

B. PROJECT REQUIREMENTS

1. Selection of a consultant or contract services by the Sponsor:

The Commission advises that municipalities and Sponsors contract with one firm to be responsible for all phases of the project. The firm selected by the Sponsor, and all proposed sub-consultants and subcontractors for drilling, logging, pump testing, water quality analysis and other supportive services, must be submitted to WWDC for review and approval prior to subcontract execution. Work performed under this Contract must be supervised by A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF WYOMING AND/OR A PROFESSIONAL GEOLOGIST REGISTERED BY THE STATE OF WYOMING.

The Sponsor shall promote and ensure that responsible Wyoming contractors and residents receive employment on public works projects as set forth under Wyoming preference laws, W.S. §16-6-102, W.S. §16-6-203, W.S. §16-6-1001.

The Sponsor is responsible for insuring that all appropriate work items and conditions contained in this Contract and its exhibits and attachments are contained in the technical specifications used by the Sponsor in the selection of a drilling contractor. The Sponsor must also insure that such items and conditions are contained in the performance Contract between the Sponsor and its contractor. Work performed under said contract must be conducted by A WATER WELL DRILLING CONTRACTOR LICENSED IN THE STATE OF WYOMING. The Commission requires utilization of a competitive public bidding process to select the well construction contract services.

2. Monthly Progress Reports and Billing Statements

The Sponsor shall submit a brief monthly progress report outlining the study status, progress and results to date. The progress report shall be submitted on or before the last working day of the month.

The billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

3. Computer Models, Statement of Assumptions, Project Work File

- a. If the Sponsor (or its Consultant) writes or uses a computer model or spreadsheet as a part of this project, the Sponsor shall submit to the WWDC for approval all proposed model names and data formats prior to beginning work on that task. All data shall be submitted to WWDC in written and magnetic forms with the final report. Magnetic disks shall be labeled by the Sponsor to provide sufficient detail to access the information on the disks. User manuals shall be submitted by the Sponsor to WWDC providing complete documentation of computer models developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the model(s). The computer models and spreadsheets (written and magnetic forms) are due on the same date as the final report which contains the information generated by the model.
- b. To facilitate the Commission's accurate evaluation of the Sponsor's work product, computations, conclusions and recommendations, the Sponsor shall:
 - (i) Include in the final report a section describing the assumptions and methodology used by the Sponsor in generating the data and conclusions contained in the report.
 - (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Sponsor to reach the conclusions described in the study.
 - (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow

replication of the steps, calculations, and procedures used by the Sponsor to reach conclusions, described in the draft final report. The project notebook shall be submitted with the final report.

4. Cost Estimates

The Sponsor shall provide, as a part of project cost estimates, an estimate of:

- a. The cost to prepare final plans and specifications.
- b. The cost to acquire permits and to mitigate project impacts.
- c. The cost of project legal expenses.
- d. The cost of acquiring access and rights-of-way.

5. Calculation of Engineering Costs and Contingencies

The Sponsor shall use the following guidelines in calculating final cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

6. Stand-By Time

The WWDC will not reimburse the Sponsor for stand-by time charges for either their own or their consultants or supervisory personnel.

7. Well Permitting

An approved permit to appropriate groundwater shall be obtained from the State Engineer prior to commencing construction on any well. The Sponsor shall be responsible for obtaining the permit. The Sponsor shall consult with the

Groundwater Division of the Wyoming State Engineer's Office (SEO) prior to the initiation of well siting studies, and shall abide by SEO rules and regulations concerning well siting and construction.

The Sponsor shall comply with all provisions of the Wyoming Department of Environmental Quality – Water Quality Division Rules and Regulations regarding a permit to construct for construction of source wells supplying public water supply systems.

For pump testing purposes that may be required herein, The Sponsor shall obtain from WDEQ-WQD a National Pollution Discharge Elimination System (NPDES) permit as required under the federal Clean Water Act (CWA) for pump tests of water wells.

8. Verification Log

After all casing has been installed in the well, the WWDC may require that a geophysical log be performed on the well to verify casing placement. A copy of this log shall be included in the final report.

9. Final Report

The Sponsor shall use the Contract Scope of Services as the outline for draft and final reports so that compliance with Contract provisions can be verified. IF THE FINAL REPORT CONTAINS INFORMATION OF AN ENGINEERING NATURE THE COVER OF THE FINAL REPORT, ALL PLATES, AND MAPS MUST BE STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF WYOMING. IF THE FINAL REPORT CONTAINS INFORMATION OF A GEOLOGIC NATURE, THE COVER OF THE FINAL REPORT, ALL PLATES, AND MAPS, MUST BE STAMPED AND SIGNED BY A PROFESSIONAL GEOLOGIST LICENSED IN THE STATE OF WYOMING.

10. Final Report - Digital Format

In addition to the paper submittal described in Section B.9. above, the Sponsor shall also provide the final documents and related materials in a digital format. This digital format shall contain the final documents in their entirety, including all text, tables, plates, figures, etc. The deliverables under this section shall be contained on standard CD ROM(S) or DVD ROM(s). The document shall be in Word 2010 and Adobe Acrobat V.7 format. Any plates, figures, etc. not suitable for Word 2010 shall be in AutoCAD Map 2000, ArcGIS 8.x, Adobe Acrobat, or compatible format. Other formats may be used if approved in advance by the WWDC project

manager. The final documents will also be provided fully assembled into one file, in a complete “internet ready” digital format to facilitate their distribution via the WWDC website.

11. Anticipated Project Funding Assistance

The Sponsor shall clearly identify project components eligible for Commission funding, both in cost estimates and in project mapping. The Sponsor shall verify project component funding eligibility with the Office project manager prior to commencing any economic analysis. Unless otherwise directed by the Office project manager, the Sponsor shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the Rural Utilities Service (RUS), the Sponsor shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

C. **SCOPE OF SERVICES**

1. Project Meetings

A meeting shall be held early in the project schedule to assure the affected parties (Sponsor, WWDC Project Manager, consultants, contractors, etc.) have a common understanding of the scope of the project. One additional meeting may be scheduled at the discretion of the WWDC Project Manager depending on developments during the project. One meeting may be held at the conclusion of the project to present the results to the Sponsor Council. In the interest of economy, meetings shall be scheduled to coincide with fieldwork if possible. The Sponsor shall notify the WWDC project manager in advance of any meetings regarding conduct of the project.

2. Production Well Siting, ROW Acquisition, Permitting, Drilling, Completion and Testing

- a. The Sponsor shall prepare a plan for determining the feasibility of using the selected groundwater source as a public water supply. This plan shall include a siting study for emplacement of a new public water supply (PWS) source well that includes well location alternatives and a preferred alternative site selection. The Sponsor shall acquire access permits and execute access/ROW/easement agreements and environmental clearances as needed to allow for drilling and completion of a public water supply well.

- b. The Sponsor shall acquire all permits necessary from oversight agencies (e.g. Wyoming State Engineer's Office, Wyoming Department of Environmental Quality – Water Quality Division) to drill and test a new Public Water Supply well for the Sponsor.
- c. The Sponsor shall conduct a public bidding process, in accordance with State of Wyoming statutes, for selection from interested contractors to perform the well construction services required herein. The Sponsor shall analyze the bids received and select a contractor, after coordination with the WWDC Project Manager.
- d. Consultant Services during Well Construction, Aquifer Testing
 - (i) The Consultant shall serve as the Sponsor's representative at the construction site during the construction process. The Consultant shall insure the project is constructed in accordance with the bid documents. The Consultant shall provide full time supervision during well construction by a Professional Geologist licensed in the State of Wyoming.
 - (ii) The Consultant shall generate a drilling log containing the following information:
 - 1) Depth, thickness, type, general characteristics, and drilling characteristics of each material encountered.
 - 2) Time required to drill each foot of depth, along with the speed of rotation.
 - 3) Depth at which bit diameters change.
 - 4) Detailed "as built" well completion specifications, including hole and casing diameters, depths at which these diameters change, casing thickness and material, manufacturer, depths, diameters, and opening size of well screen or perforated casing, gravel packed intervals and gravel size installed, casing centralizer types and their spacing, cemented intervals, cement type, etc.
 - (iii) The Consultant shall generate a geologic log containing the following information:
 - 1) Reference point for all depth measurements.
 - 2) Depth at which each change of formation occurs.

- 3) Thickness of each formation.
 - 4) Depth at which each stratum is encountered.
 - 5) Thickness of each stratum.
 - 6) Description of the material composing each stratum.
 - 7) Depth at which water is first encountered.
 - 8) Depth to the static water level (SWL) and changes in with increasing well depth.
 - 9) Total depth of completed well.
 - 10) Any and all other pertinent information for a complete and accurate log.
- (iv) Formation samples shall be collected and described in detail at each change in stratum, not to exceed 10-foot intervals, or more frequently to accurately depict lithologic changes encountered during construction. Washed samples shall be labeled (well name, sample number, depth interval, and date) and stored in sample vials or chip trays. Formation samples shall be delivered to the WWDC project manager upon completion of the project.
- (v) Pump testing of well:

After completion and isolation of the aquifer to be tested has been insured the well shall be developed by water jetting or other approved methods to remove contaminants and foreign material. The aquifer will then be allowed to recover to ninety-eight percent (98%) of its original SWL before any aquifer testing begins. All aquifer testing activities shall be supervised by a Professional Geologist licensed in the State of Wyoming.

- 1) Step test:

Monitoring of water level shall be done during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that Q be set at twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one-hundred percent (100%), and one-hundred fifty percent (150%) of the estimated design discharge. The Consultant

shall refer also to DEQ-WQD PWS source development testing requirements in WQD Rules and Regulations, Chapter 12, Section 9(b)(ii).

2) Recovery test:

Following the step test water level shall be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original SWL.

3) Constant discharge test:

Following the recovery test pumping at a constant discharge (rate determined by the Consultant based on the step test) will be maintained for seven (7) days or until a stable drawdown is attained. Water levels and pumping rate shall be monitored at logarithmic time intervals during the test. The WWDC Project Manager must approve in advance if the test is to be terminated prior to the seven (7) days specified.

4) Recovery test:

Following the constant discharge test well, recovery shall be monitored until the well has recovered to ninety-eight percent (98%) of its original SWL, with water levels measured at logarithmic time intervals. Analysis of all aquifer testing, recovery, and surface water monitoring data will be performed to determine aquifer characteristics including transmissivity, storativity, specific capacity, and safe yield, and to assess the impacts on surface water caused by long-term groundwater production in the area. Estimates will be made of long term well yield, and the configuration and extent of the cone of depression at one (1), five (5), ten (10), and twenty (20) years into the future for the entire well field. This analysis shall assume production at maximum safe yield, and the design discharge if different. Assumptions and analytical methods used in these calculations shall be included. This information will be presented in the final report.

(vi) Testing of Flowing Well:

After completion and isolation of the aquifer to be tested has been insured the well shall be developed by water jetting or other methods to remove contaminants and foreign material. The aquifer will then

be allowed to recover to ninety-eight percent (98%) of its original shut-in pressure before any testing begins.

- (1) Stepped Rate Test:
Monitoring of pressure and flow rate shall be performed during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that Q be set at twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), and one-hundred (100%) of maximum flow rate.
- (2) Recovery test:
Following the step test shut-in pressures shall be monitored at logarithmic time intervals until the well has recovered to ninety eight percent (98%) of its original shut-in pressure.
- (3) Constant Drawdown Test:
Following the recovery test the well shall be allowed to flow "wide open" and monitoring of flow rate and pressure with respect to time will be conducted at logarithmic time intervals for a period of seven (7) days.

3. Water Quality, Water Treatment

For each aquifer on which a test is conducted, the following shall be performed by the Consultant:

- a. During each test, a pH/conductance/temperature meter shall be used to monitor these parameters at the following time periods:

- | | |
|-----------------------|------------------------|
| (1) Beginning of test | (6) 4 hours |
| (2) 30 minutes | (7) 8 hours |
| (3) 1 hour | (8) 16 hours |
| (4) 2 hours | (9) 24 hours |
| (5) 3 hours | (10) 24 hour intervals |

The above-collected data will be listed and plotted versus time in the final report.

- b. During the test water quality samples shall be collected for analysis by a U.S. Environmental Protection Agency approved laboratory. Samples will be properly collected and preserved such that the appropriate constituents listed below may be analyzed for concentration level. Samples shall be received by the laboratory within the time period specified by the laboratory for the particular

analyses being performed. Water samples will be collected during the test at the following time intervals:

- i. Midway through the first test.
- ii. End of all testing.

The following analyses shall be conducted midway through the first test:

- . Bicarbonate
- . Calcium
- . Carbonate
- . Chloride
- . Conductance
- . Magnesium
- . pH
- . Potassium
- . Sodium
- . Sulfate
- . Total Dissolved Solids
- . Iron and Iron Related Bacteria
- . Total Coliform Bacteria
- . Gross Alpha
- . Gross Beta
- . Combined Radium 226 & 228
- . Natural Uranium

The Consultant shall collect samples for analysis of all EPA regulated constituents that are applicable to this project. The following analyses shall be conducted, as appropriate for the particular source, treatment techniques, system size, and as required in the State of Wyoming, at the end of all testing:

Inorganic Chemicals

- . Antimony
- . Arsenic
- . Asbestos
- . Barium
- . Beryllium
- . Cadmium
- . Chromium
- . Copper
- . Cyanide
- . Fluoride

- . Lead
- . Mercury
- . Nickel
- . Nitrate (as N)
- . Nitrite (as N)
- . Total Nitrate/Nitrite
- . Selenium
- . Sulfate
- . Thallium

Organic Chemicals

Pesticides

- . Alachlor
- . Aldicarb
- . Aldicarb sulfoxide
- . Aldicarb sulfone
- . Atrazine
- . Carbofuran
- . Chlorodane
- . Dalapon
- . Dibromochloropropane (DBCP)
- . Dinoseb
- . Diquat
- . Endothall
- . Endrin
- . Ethylene dibromide (EDB)
- . Glyphosate
- . Heptachlor
- . Heptachlor epoxide
- . Lindane
- . Methoxychlor
- . Oxamyl (Vydate)
- . Pentachlorophenol
- . Picloram
- . Simazine
- . Toxaphene
- . 2,4,5-TP (Silvex)
- . 2,4-D

Volatile Organic Chemicals

- . Benzene
- . Carbon tetrachloride
- . para-Dichlorobenzene

- . ortho-Dichlorobenzene
- . 1,2-Dichloroethane
- . 1,1-Dichloroethylene
- . cis-1,2-Dichloroethylene
- . trans-1,2-Dichloroethylene
- . Dichloromethane
- . 1,2-Dichloropropane
- . Ethylbenzene
- . Monochlorobenzene
- . Styrene
- . Tetrachloroethylene (PCE)
- . Toluene
- . 1,2,4-Trichlorobenzene
- . 1,1,1-Trichloroethane
- . 1,1,2-Trichloroethane
- . Trichloroethylene (TCE)
- . Vinyl chloride
- . Xylenes

Synthetic Organic Chemicals

- . Benzo (a) pyrene
- . Di (2-ethylhexyl) adipate
- . Di (2-ethylhexyl) phthalate
- . Hexachlorobenzene
- . Hexachlorocyclopentadiene (HEX)
- . PCBs
- . 2,3,7,8 Tetrachlorodibenzo-p-dioxin

Treatment Techniques

- . Acrylamide
- . Epichlorohydrin

Disinfection By-Products

- . Total trihalomethanes (TTHMs)
- . Haloacetic acids (HAA5)
- . Total Organic Carbon (TOC)
- . Chloramines

Total Suspended Solids (TSS)

Turbidity

- . Turbidity

Microbiological

Total Coliform (Coliform bacteria, fecal coliform, streptococcal, and other bacteria)

- . Giardia lamblia
- . Legionella
- . Viruses
- . Heterotrophic Plate Count
- . Iron and Iron related bacteria

Radiological Contaminants

- . Gross alpha
- . Gross beta
- . Combined Radium 226 & 228
- . Natural uranium

Secondary Standards

- . Aluminum
- . Bicarbonate
- . Boron
- . Calcium
- . Carbonate
- . Chloride
- . Color
- . Conductance
- . Corrosivity
- . Foaming agents
- . Hardness
- . Iron
- . Magnesium
- . Manganese
- . Odor
- . Ph
- . Potassium
- . Silica
- . Silver
- . Sodium
- . Sulfate
- . Total Acidity
- . Total Alkalinity
- . Total dissolved solids (hardness)
- . Zinc

All analyses will be listed in the final report, as well as the reasons for deleting or adding the analyses for any items contained in this list.

The Consultant shall determine the water treatment requirements for the groundwater supply source and provide cost costs for this treatment in the final report.

4. Final Products

The Consultant shall submit to the Office two (2) hard copies of a draft report describing the results of all work completed in this study no later than April 15, 2022. Two (2) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided. The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD, DVD, or USB shall be labeled with the project name, contents of the media and date (month and year only).

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before June 1, 2022. These final documents and materials shall include: 1) Fifteen (15) hard copies of the final report.

Six (6) CD/DVD copies containing the final report in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD, DVD, or USB shall be labeled with the project name, contents of the media and date (month and year only).

Additionally, two (2) CD/DVD copies containing the final report in both Microsoft Word and Searchable Image Adobe Acrobat (pdf) formats will be provided. The digital reports will be completely assembled, contained in one Word file and one Acrobat file for each report, and will be the same version as the hard copies. The CD/DVDs shall also contain the project digital files in their original format (Word, Cad, Excel). Each CD, DVD, or USB shall be labeled with the project name, contents of the media and date (month and year only).

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report.

If any wells are drilled, chip trays or vials of all washed well drilling cuttings shall be submitted along with their documentation.

STAFF REPORT



Meeting Date:	September 8, 2020	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	(Consent) P20-145 Encroachment Agreement for shoring at 175 N Jackson St (Rusty Parrot)	Public Comment:	

Purpose & Policy Considerations.

Town Council consideration of an Encroachment Agreement with the property owner for installation of a temporary soil nail shoring system during construction on the Encroaching Party's property.

Requested Action.

Approve execution of the Encroachment Agreement between the Town and the property owner.

Recommendations.

Staff recommends approving the Encroachment Agreement (subject to meeting the conditions therein).

Background.

175 N Jackson St is the property known as the Rusty Parrot. In reconstructing the hotel, the applicant seeks to install a temporary soil nail shoring system during building construction on its property. The property is located adjacent to North Jackson Street, West Gill Avenue, and the public alley extending south from the western-most end of West Gill Avenue, all of which are Town rights-of-way. The proposed shoring system will be executed within the Encroaching Party's property limits, with the exception of the soil nails that extend up to 10-12 feet into the right-of-way. Approximately 168 soil nails are located within 10 feet of the surface, and additional nails are installed to approximately 18-20 feet below the surface on the north, east, and west sides of the property.

Analysis.

The nature of this project's excavation and shoring plan is consistent with other similar requests.

The Town Engineer included the following conditions in the Agreement:

1. Encroachment requires Town Council Approval.
2. Encroaching Party 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. Agreement must be recorded. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of \$50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party.
5. Permittee shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
6. Permittee shall "pothole" the existing utilities (water, gas, power, communications, etc.) in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.
7. Permittee must repair any damage to existing utilities caused by the shoring system installation.
8. Prior to the Town Engineer's Final Inspection, Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
9. Encroaching Party shall remove all shoring system within the public way and 4 feet of the proposed top back of curb prior to backfilling.
10. 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 public utilities located therein following completion of construction of the building foundation and backfill of the proposed project.

Alternatives (Optional).

Town Council may choose to approve or deny this request.

Comprehensive Plan & Priority Alignment.

While the Encroachment Agreement itself does not directly relate to the Comp Plan, the proposed development supports Comp Plan goals in the following ways:

Common Value 2: Growth Management

- *Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing*

Meets the affordable housing requirement, providing a two-bedroom affordable deed restricted unit off-site and a deed restricted unit on-site.

- *4.1.d: Maintain Jackson as the economic center of the region*

The new lodging units, restaurant and spa on this property will help add visitors and new residents within easy walking distance to downtown Jackson shops, amenities, and transportation options.

- *4.2.c: Create vibrant walkable mixed use subareas*

The proposed mixed-use redevelopment will provide new sidewalks on W. Gill Avenue and N. Jackson Street which will improve pedestrian safety as this area currently has no sidewalks. 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*

While no retail is proposed with this project, the addition of visitor lodging facilities 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*

The proposed 40 new lodging units will more than replace the 33 lodging units that were lost. These units are within walking and biking distance to the Town Square Area.

Common Value 3: Quality of Life

- *Policy 5.2.d: Encourage deed-restricted rental units*

Meets the affordable housing requirement, providing a two-bedroom affordable deed restricted unit off-site and a deed restricted unit on-site.

- *6.2.b: Support businesses located in the community because of our lifestyle*

The Rusty Parrot is a local business that has been in the Valley for a number of years. This proposed development will replenish the jobs that were lost due to the structure fire in 2019.

- *6.3.a: Ensure year-round economic viability*

While no retail is proposed with this project, the addition of visitor lodging facilities 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*

The proposed redevelopment will provide visitor accommodations in the heart of downtown Jackson where all of the alternative modes of travel – walking, biking, and transit – are convenient and readily available.

Fiscal Impact.

The Agreement includes Encroaching Party payment to the Town the sum of \$8,400 (\$50. per nail within 10 feet of the surface x 168 nails) as a “removal payment.”

Staff Impact.

Town Engineering, Legal, and Planning staff have contributed approximately 10-15 hours of their time to process and produce the Encroachment Agreement.

Attachments or Links.

Proposed Encroachment Agreement for Temporary Shoring
Temporary Soil Stabilization Plans, dated 7/30/20

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the Encroachment Agreement between the Town of Jackson and Harrison Hospitality Properties Limited Partnership to allow the soil nails of a temporary shoring wall to encroach into the Town's public rights-of-way for North Jackson Street, West Gill Avenue, and the public alley extending south from the western-most end of West Gill Avenue, subject to the recommended conditions listed therein, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements.

TOWN OF JACKSON ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”), by and between Harrison Hospitality Properties Limited Partnership, with an address of PO Box 1657, Jackson, WY, 83001, hereinafter referred to as “Encroaching Party” and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as “Town,” together “Parties,” provides as follows:

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

Street Address: 175 North Jackson Street

Location: Lots 1, 2, 3, Block 4, Jackson

PIDN: 22-41-16-28-4-11-001

WHEREAS, the Town is the owner of that certain public rights-of-way known as North Jackson Street and West Gill Avenue, and the public alley extending south from the western-most end of West Gill Avenue, shown on Plat 0100, all of which adjoin Encroaching Party's property; and

WHEREAS, the Encroaching Party shall use a portion of the subsurface areas for the installation of a temporary soil nail shoring system during the construction and backfill of a building foundation on the Encroaching Party's property. The east, north, and west sides of the property will have shotcrete and soil nail retention systems. The south property line will be a micropile soil retention system. These systems will be executed within the limits of the Encroaching Party's property with the exception that the Soil Nails (defined as hollow steel bars encapsulated in grout) will extend approximately 10-13 feet maximum into the Town right-of-way and a maximum 18-20 feet below the surface on the north, east, and west sides as shown on the attached plans, as set forth in Exhibit A (hereinafter “Encroaching Property”) hereto for, further that:

1. Subsurface placement of approximately 168 “Soil Nails” is proposed, all of which are to be installed within 10 feet of the surface at the wall; and
2. Said reinforced shotcrete walls are designed to be abandoned in place and are not an encroachment into the subsurface areas of the rights-of-way. The reinforced shotcrete walls may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction and backfill of the building foundation on Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the shotcrete wall or any reinforcing materials installed by or on behalf of Encroaching Party will be borne by the Town; and
3. Said Soil Nails are designed to be abandoned in place and remain as an encroachment into the subsurface areas of the rights-of-way as described above following completion of construction and backfill of the building foundation on Encroaching Party's property, provided, however, that the Soil Nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction and backfill of the building foundation on

Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the Soil Nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town; and

WHEREAS, on September 8, 2020 the Jackson Town Council voted to authorize staff to finalize an Encroachment Agreement between the Town and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and Town Engineer and the following conditions:

1. Encroachment requires Town Council Approval.
2. Encroaching Party 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. Agreement must be recorded. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of \$50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party.
5. Permittee shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
6. Permittee shall "pothole" the existing utilities (water, gas, power, communications, etc.) in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.
7. Permittee must repair any damage to existing utilities caused by the shoring system installation.
8. Prior to the Town Engineer's Final Inspection, Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
9. Encroaching Party shall remove all shoring system within the public way and 4 feet of the proposed top back of curb prior to backfilling.
10. 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 public utilities located therein following completion of construction of the building foundation and backfill of the proposed project.

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 \$8,4 00.00. (\$50.00 per nail within 10 feet of the surface at the retaining wall X 168 nails) (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 above noted Town rights-of-way and properties, to encroach and rest within the subsurface of the Town rights-of-way and properties, it being acknowledged and agreed that such subsurface use constitutes a use of the Town rights-of-way area for a purpose not inconsistent with the Town of Jackson Land Development Regulations, provided, however, that no permanent Soil Nails will be placed below the surface of the rights-of-way and properties and that those nails within 10 feet of the surface at the retaining wall shall be covered by the Removal Payment, provided further that (a) the soil nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right of way or any public utilities located therein following completion of construction of the building on Encroaching Party's property, and (b) 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 in consideration of the Removal Payment made as described above. Completion of construction and backfill of said building foundation shall be deemed to have occurred at the time backfill of the foundation is completed to the top of the Encroaching Property or otherwise determined that the Encroaching Property is no longer required.

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 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 backfill of the building foundation 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, including its recitals, 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, including its Recitals, 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 _____.

[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:



ZCM, Inc.
P.O. Box 547
Teton Village, Wyoming 83025

Rusty Parrot Lodge
Temporary Soil Stabilization Plans
by Geostabilization International (GSI)
7-30-20

TEMPORARY SOIL STABILIZATION PLANS

RUSTY PARROT LODGE

JACKSON, WY
ROWLAND+BROUGHTON



VICINITY MAP
(NOT TO SCALE)

SHEET INDEX

NO.	DESCRIPTION
C-01	COVER SHEET
C-02	GENERAL NOTES
C-03	SITE PLAN
C-04	PROFILE VIEWS
C-05	PROFILE VIEWS (CONT.)
C-06	SECTION VIEWS
C-07	CASED MICROPILE DETAILS
C-08	SELF-DRILLING MICROPILE DETAILS
C-09	MICROPILE CAP DETAILS
C-10	SOIL NAIL DETAILS
C-11	NAIL SCHEDULE

<i>SHEET REVISIONS</i>			PROJECT NAME:			<i>RUSTY PARROT LODGE</i>		 Geostabilization International®							
DATE	DESCRIPTION	NO	SHEET TITLE:												
04/17/20	ISSUED FOR REVIEW	IFR	<i>COVER SHEET</i>			DRAWN BY: DEB		CHECKED BY: NT		DATE: 07/30/20		PROJECT NUMBER: 200###WY01		SHEET C-01	
07/30/20	ISSUED FOR PERMIT	IFP													
THIS DRAWING IS FURNISHED SOLELY FOR THE USE OF OR IN CONNECTION WITH THIS PROJECT AND THE PROPRIETARY INFORMATION SHOWN HEREON IS NOT TO BE TRANSMITTED TO ANY OTHER ORGANIZATION WITHOUT SPECIFIC AUTHORIZATION BY GEOSTABILIZATION INTERNATIONAL (GSI). THE DESIGN IS ONLY VALID IF CONSTRUCTED AND SUPERVISED BY GSI OR ITS AUTHORIZED SUBCONTRACTOR.															

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GENERAL INFORMATION:

- CONTRACTOR: GEOSTABILIZATION INTERNATIONAL “GSI”
- GSI PROJECT ENGINEER: DAMIEN BOSSE, PE
- GSI APPROVING REGISTERED ENGINEER: CAMERON LOBATO, PE, P.ENG
- ALL STEEL MATERIAL WILL BE NON-DOMESTIC ORIGIN, CERTIFICATIONS WILL BE PROVIDED UPON DELIVERY TO THE SITE.

SAFETY

- GSI WILL GENERATE A SITE SPECIFIC HEALTH AND SAFETY PLAN THAT MUST BE REVIEWED AND SIGNED BY ALL GSI EMPLOYEES, SUBCONTRACTORS, AND VISITORS TO THE SITE.
- ALL SAFETY PLANS FOR LIFTING, HEARING, DUST CONTROL, PPE ETC. ARE IN PLACE AND WILL BE FOLLOWED ACCORDINGLY. PPE WILL INCLUDE SAFETY VEST, STEEL TOED SHOES, HARD HAT, SAFETY GLASSES, AND GLOVES.
- GSI WILL LEAD A DAILY TAILGATE MEETING TO REVIEW JOB HAZARD ANALYSIS “JHA” FOR EACH OF THE DAYS ANTICIPATED TASKS.
- THE SITE WILL BE ORGANIZED AND CLEAR OF ANY TRASH OR DEBRIS. ALL TRASH WILL BE PLACED IN A PROPER CONTAINER AND SECURED OR REMOVED AT THE END OF EACH WORK DAY.

CONTRACTOR EMPLOYEE CERTIFICATIONS:

- ACI SHOTCRETE NOZZLEMEN CERTIFICATION
- 10-HOUR OCCUPATIONAL SAFETY AND HEALTH TRAINING COURSE IN CONSTRUCTION SAFETY & HEALTH
- AMERICAN RED CROSS STANDARD FIRST AID TRAINING
- AMERICAN RED CROSS BLOODBORNE PATHOGENS TRAINING: PDT

DIVISION OF WORK:

- GSI WILL PROVIDE AND INSTALL THE SPECIFIED SOILS NAILS AND SHOTCRETE FACING PER THESE DRAWINGS.
- GSI UNDERSTANDS AN ACTIVE DEWATERING SYSTEM WILL BE INSTALLED (BY OTHERS). LOWERING THE WATER LEVEL BELOW THE ELEVATION OF ANY EXCAVATION IS CRITICAL TO THE MICROPILE DESIGN.

CONSTRUCTION SEQUENCE

1. INSTALL MICROPILES:
 - 1.1. INSTALL CASED AND HOLLOW BAR MICROPILES.
 - 1.2. PREPARE MICROPILE CAP REINFORCEMENT.
 - 1.3. POUR CONCRETE FOR MICROPILE CAP.
2. EXCAVATE SITE (BY OTHERS). EXCAVATION WILL BE DIRECTED BY GSI ENGINEERS, SITE SUPERINTENDENT OR THEIR DESIGNATED REPRESENTATIVE(S).
3. INSTALLATION OF SELF-DRILLING SOIL NAILS (5 FT, SINGLE NAIL ROW LIFTS):
 - 3.1. LAYOUT STABILIZATION PATTERN.
 - 3.2. INSTALL ANCHOR ELEMENTS.
4. PREPARE WALL FOR SHOTCRETE:
 - 4.1. PLACE DRAIN STRIP.
 - 4.2. PLACE STEEL REINFORCING MESH WITH DOBIES, WALERS, PLATES AND HEX NUTS. WET SET OF PLATES STRONGLY PREFERRED, IF FEASIBLE.
5. PLACE SHOTCRETE:
6. REPEAT STEPS 2 THROUGH 5 FOR EACH EXCAVATED LIFT, AS REQUIRED.
7. CLEAN AND DEMOBILIZE FROM SITE.

INSTALLATION EQUIPMENT:

- ANCHORS AND MICROPILES WILL BE INSTALLED WITH A SUPERNAILER® MAST ADN CASING RIG MAST MOUNTED ON AN EXCAVATOR. A ROTARY PERCUSSION TOP HAMMER WILL BE UTILIZED AS NECESSARY.
- GROUT WILL BE MIXED AND PUMPED FROM A DOUBLE HOPPER GROUT PLANT UTILIZING A PROGRESSIVE CAVITY PUMP.
- SHOTCRETE WILL BE PLACED WITH A LINE PUMP.

STABILIZATION LAYOUT

- ZCM WILL LAYOUT PIPE ALIGNMENTS, STATIONING, ETC.
- PRIOR TO GSI MOBILIZATION ANY POTENTIAL CONFLICTS: UTILITIES, RIGHT-OF-WAY LIMITS, ETC SHALL BE MARKED (BY OTHERS). POTHOLING MAY BE REQUIRED TO DETERMINE ACTUAL LOCATION(S) AND DEPTH(S) OF UTILITY(IES) AND WILL BE PROVIDED BY OTHERS AS NEEDED TO ENSURE THE SAFETY OF WORKERS AND PROTECTION OF UTILITIES.
- GSI ENGINEERING STAFF OR THEIR DESIGNATED REPRESENTATIVE(S) WILL LAYOUT THE WALL ALIGNMENT. GSI MAY REQUEST ASSISTANCE FROM AMES CONSTRUCTION TO SURVEY IN THE DESIRED WALL ALIGNMENT.
- GSI WILL MARK THE LOCATIONS OF THE STABILIZATION ELEMENTS WITH SURVEY MARKING PAINT.
 - HORIZONTAL AND VERTICAL SPACING WILL BE AS SHOWN HEREIN.
 - ADJUSTMENTS, AS DIRECTED BY GSI ENGINEERING STAFF, MAY BE REQUIRED TO MEET ON-SITE CONDITIONS.

STABILIZATION ELEMENTS:

- THE SOIL NAIL ELEMENTS CONSIST OF FULLY GROUTED, PASSIVE, SELF-DRILLING SUPERNAILS®, INSTALLED IN 5 OR 10 FOOT LENGTHS.
- PHYSICAL PROPERTIES:
 - MINIMUM BAR YIELD WILL BE 96 KIPS.
 - BAR DIAMETER (OD/ID): 40MM/ 20MM
 - THREAD TYPE: WILLIAMSFORM CORP. T-THREAD (MEETS ASTM A519 OR A513)
 - BIT DIAMETER WILL BE AS SHOWN.
- DESIGN UNIT ALLOWABLE PULLOUT STRESS IS MATERIAL DEPENDENT. NAIL LENGTHS MAY BE ADJUSTED BY GSI ENGINEERING STAFF DEPENDING ON SOIL/ROCK CONDITIONS ENCOUNTERED.
- THE SUPERNAILS® WILL BE INSTALL BY INJECTING NEAT CEMENT GROUT THROUGH THE CENTER OF THE BAR DURING DRILLING; GROUT RETURN ALONG THE ANNULUS BETWEEN SOIL AND BAR WILL FLUSH CUTTINGS, PROVIDE ENCAPSULATION OF THE BAR, AND CENTRALIZE THE ANCHOR.

THE MICROPILE ELEMENTS WILL CONSIST OF 5.5" OD CASED MICROPILES WITH NO. 8 INNER BAR ON THE FRONT VERTICAL PILES AND WILLIAMS FORM T40S HOLLOW BAR FOR THE BATTERED BACK PILES. CASING WILL BE INSTALLED IN 5' LENGTHS AND STEEL BAR WILL BE INSTALLED IN 5 OR 10 FOOT LENGTHS AS NECESSARY.

NEAT CEMENT GROUT MIX DESIGN

- DESIGN 28 DAY COMPRESSIVE STRENGTH = 3,000 PSI
- TARGET RANGE WATER TO CEMENT RATIO = 0.5 TO 0.6

TYPICAL GROUT MIX DESIGN (PER 5-94LBBAG MIX)			
MATERIAL	WEIGHT (LBS.)	VOLUME (FT³)	FIELD UNIT VOLUME
WATER	235-282	3.8-4.5	28.4 - 33.7 GALLONS
CEMENT (TYPE I/II)	470	2.37	5 BAGS (94 LBS.)
TOTAL UNIT	705 - 752	6.17-6.87	--

TTYPICAL GROUT MIX DESIGN(PER 94 LB. BAG)			
MATERIAL	WEIGHT (LBS.)	VOLUME (FT³)	FIELD UNIT VOLUME
WATER	47 - 56.4	0.75 - 0.9	5.6 - 6.8 GALLONS
CEMENT (TYPE I/II)	94	0.47	1 BAG
TOTAL UNIT	141 - 150.4	1.22 - 1.37	--

FACING DRAINAGE:

PLACE GEOCOMPOSITE DRAIN STRIP AGAINST THE SOIL FACE AT THE APPROXIMATE LOCATIONS AS SHOWN. DRAIN STRIPS WILL BE CONTINUOUS AND ANY SPLICES SHALL BE MADE WITH A 1' MINIMUM OVERLAP. DRAIN STRIPS SHALL EXTEND BEYOND THE FACE OF THE SHOTCRETE AT THE DOWNHILL FACE. DRAIN STRIP DIMENSIONS AND SPACING SHOWN ON THE PROFILE VIEW.

REINFORCING STEEL:

REINFORCING STEEL FOR THE MICROPILE CAP WILL CONFORM TO THE FOLLOWING.

- NO. 5, GRADE 60 WALERS
- SPLICE LAP: 30" (ACI 318)
- 6" X 6" X 1/2" , GRADE A36 STEEL PLATES

REINFORCING STEEL FOR THE SOIL NAILS WILL CONFORM TO THE FOLLOWING.

- WELDED WIRE MESH “WWM”:
 - 4X4 - W4.0XW4.0 OR LARGER GAUGE, GR 60
 - SPLICE LAP: 2 SQUARES (ACI 318)
 - SEPARATION 2" BETWEEN SOIL AND BACK OF MESH
- WALERS:
 - NO. 4, GRADE 60
 - SPLICE LAP: 24" (ACI 318).
 - 36" VERTICAL WALERS, CONTINUOUS HORIZONTAL WALER
 - SECURE WALERS TO WWM WITH STEEL TIRE WIRE

SOIL NAIL HEAD ELEMENTS:

- ANCHOR HEAD ELEMENTS CONSIST OF 8" X 8" X 3/8", GRADE A36, STEEL PLATES ATTACHED WITH HEX NUT.
- SUPERNAIL® BAR EXTENDING BEYOND THE HEX NUTS WILL BE TRIMMED USING A GAS POWERED DEMOLITION SAW OR ELECTRICAL BAND SAW.

SHOTCRETE APPLICATION:

THE WET-MIX PROCESS CONSISTS OF THOROUGHLY MIXING ALL THE INGREDIENTS, INTRODUCING THE MIXTURE INTO THE DELIVERY EQUIPMENT AND DELIVERING IT, BY POSITIVE DISPLACEMENT, TO THE NOZZLE. AIR JET THE WET-MIX SHOTCRETE FROM THE NOZZLE AT HIGH VELOCITY ONTO THE SURFACE.

SHOTCRETE WILL BE PLACED FROM THE LOWER PART OF THE AREA UPWARDS TO PREVENT ACCUMULATION OF REBOUND. THE NOZZLE WILL BE ORIENTED A PROPER DISTANCE FROM AND APPROXIMATELY PERPENDICULAR TO THE WORKING FACE SO THAT REBOUND WILL BE MINIMAL AND COMPACTION WILL BE MAXIMIZED. CARE WILL BE TAKEN THAT SHOTCRETE PROPERLY ENCASES THE REINFORCEMENT AND PREVENT VOIDS OR POCKETS FROM FORMING.

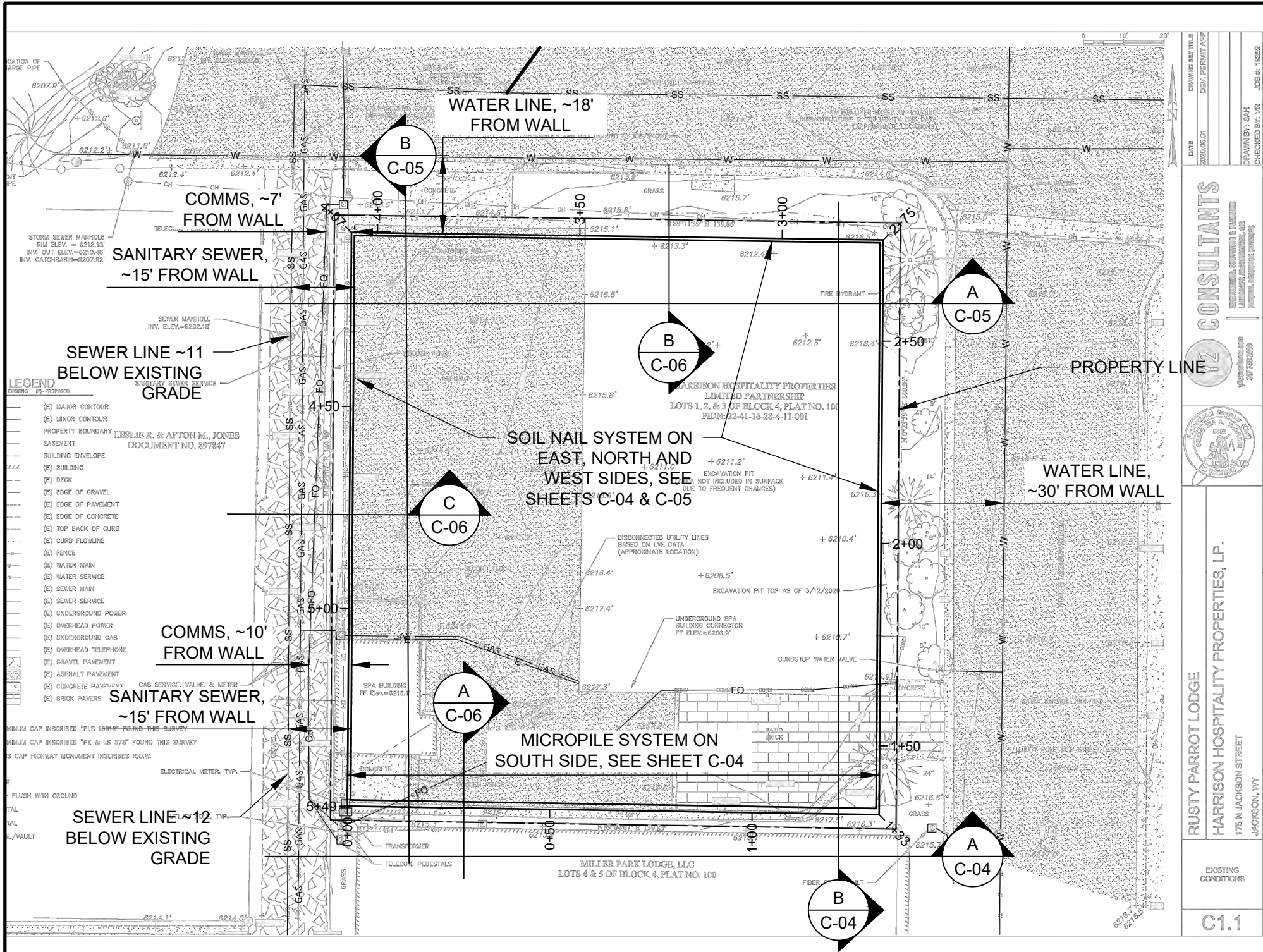
SHOTCRETE/CONCRETE MICROPILE CAP MIX DESIGN:

DESIGN 28 DAY COMPRESSIVE STRENGTH: 4000 PSI
TARGET RANGE WATER TO CEMENT RATIO: 0.4 TO 0.5
SLUMP: 3 TO 4 INCHES

TYPICAL CONCRETE MIX DESIGN (PER YD³)			
MATERIAL	WEIGHT (LBS.)	VOLUME (FT³)	FIELD UNIT VOLUME
AGGREGATE NO. 1	¾" PEA	650	3.8
AGGREGATE NO. 2	CONCRETE SAND	1800	10.9
AIR	6% TOTAL	--	1.6
WATER	--	360	5.8
FLY ASH	TYPE F	150	1.1
CEMENT	TYPE I/II	750	3.8
TOTAL	--	3710	27.0

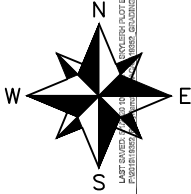
SHOTCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ACI 506.2, "SPECIFICATIONS FOR MATERIALS, PROPORTIONING AND APPLICATION OF SHOTCRETE", EXCEPT AS OTHERWISE SPECIFIED. SHOTCRETING CONSISTS OF APPLYING ONE OR MORE LAYERS OF CONCRETE CONVEYED THROUGH A HOSE PNEUMATICALLY PROJECTED AT A HIGH VELOCITY AGAINST A PREPARED SURFACE.

SHEET REVISIONS			PROJECT NAME: <i>RUSTY PARROT LODGE</i>				
DATE	DESCRIPTION	NO					
04/17/20	ISSUED FOR REVIEW	IFR					
07/30/20	ISSUED FOR PERMIT	IFP					
			SHEET TITLE: <i>GENERAL NOTES</i>				
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			Phone: 855.579.0536 Fax: 970.245.7737 www.geostabilization.com				
			 				



- NOTES:
- BACKGROUND IMAGE OBTAINED FROM ROWLAND+BROUGHTON AND Y2 CONSULTANTS SD PRICING SET DATED JUNE 18, 2020.
 - UTILITIES SHOWN ON THIS DRAWING ARE ASSUMED TO BE CORRECT. UTILITY LOCATING AND VERIFICATION (MARKING, HYDROVAC POTHOLING, ETC.) OF THESE UTILITIES WILL BE NECESSARY PRIOR TO INSTALLATION OF SOIL NAIL SYSTEMS. GSI WILL CALL PUBLIC UTILITY LOCATE. HOWEVER, PRIVATE UTILITY LOCATE (BY OTHERS) MAY BE NEEDED IF UTILITY LOCATE IS NEEDED TO SAFELY PERFORM OUR WORK.

ESTIMATED QUANTITIES			
DESCRIPTION	QT	QT (AB)	UNIT
SOIL NAILS	~349		EA
Nails at 10' or less depth	~168		EA
Nails deeper than 10'	~181		EA
SOIL NAILS (T40N)	~4655		LF
SHOTCRETE	~97		CY
MICROPILES (CASED)	~90		EA
5.5" CASING	~2000		LF
NO. 8 BAR	~2400		LF
MICROPILES (HOLLOW BAR)	~135		EA
T40S BAR	~2900		LF
CONCRETE CAP	~8		CY



SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP
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PROJECT NAME:

RUSTY PARROT LODGE

SHEET TITLE:

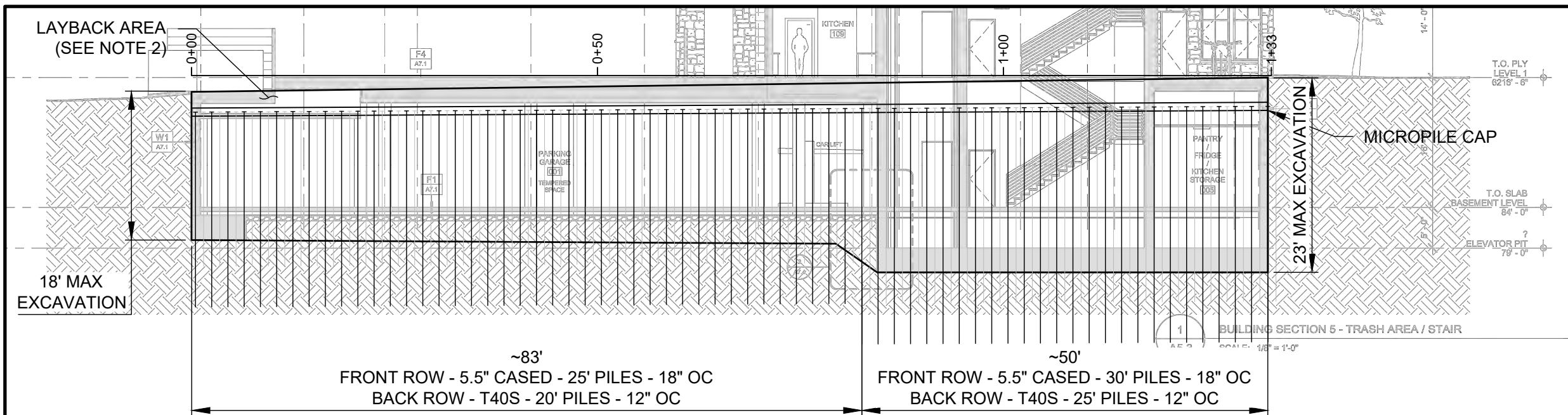
SITE PLAN

DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	SHEET
DEB	NT	07/30/20	200###WY01	C-03

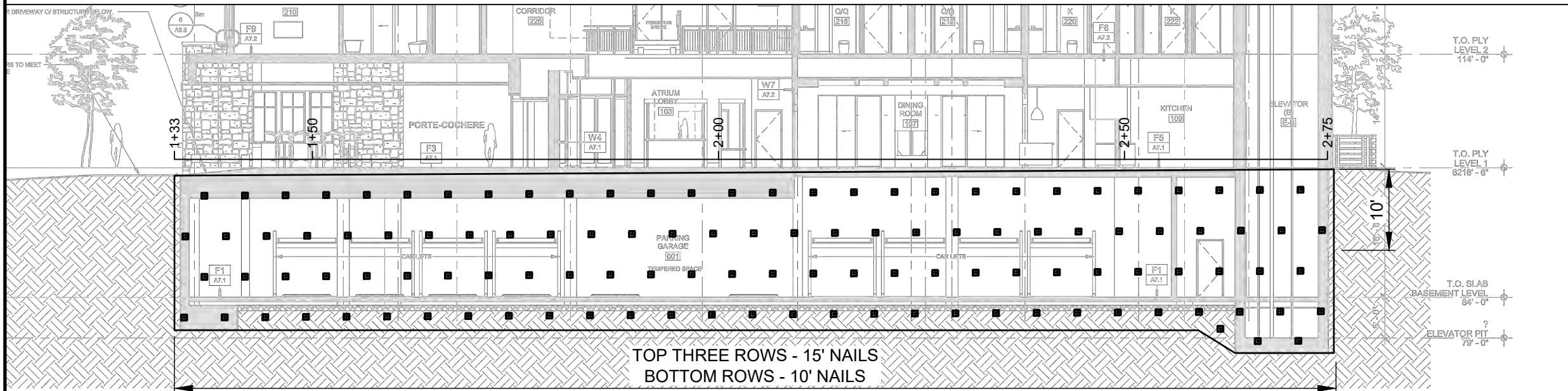


Phone: 855.579.0536 | Fax: 970.245.7737
www.geostabilization.com





A SOUTH PROFILE - MICROPILE SYSTEM
SCALE: 1" = 15'



B EAST PROFILE - SOIL NAIL SYSTEM
SCALE: 1" = 15'

- NOTES:
- BACKGROUND IMAGE OBTAINED FROM ROWLAND+BROUGHTON AND Y2 CONSULTANTS SD PRICING SET DATED JUNE 18, 2020.
 - LAYBACK AREA ABOVE MICROPILE CAP WILL DEPEND ON ACTUAL SPACE BETWEEN EXCAVATION AND ADJACENT BUILDING. PLANNED FOR 1H:1V LAYBACK, SEE SHEET C-06 DETAIL A.

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP

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PROJECT NAME:

RUSTY PARROT LODGE

SHEET TITLE:

PROFILE VIEWS

DRAWN BY:

DEB

CHECKED BY:

NT

DATE:

07/30/20

PROJECT NUMBER:

200###WY01

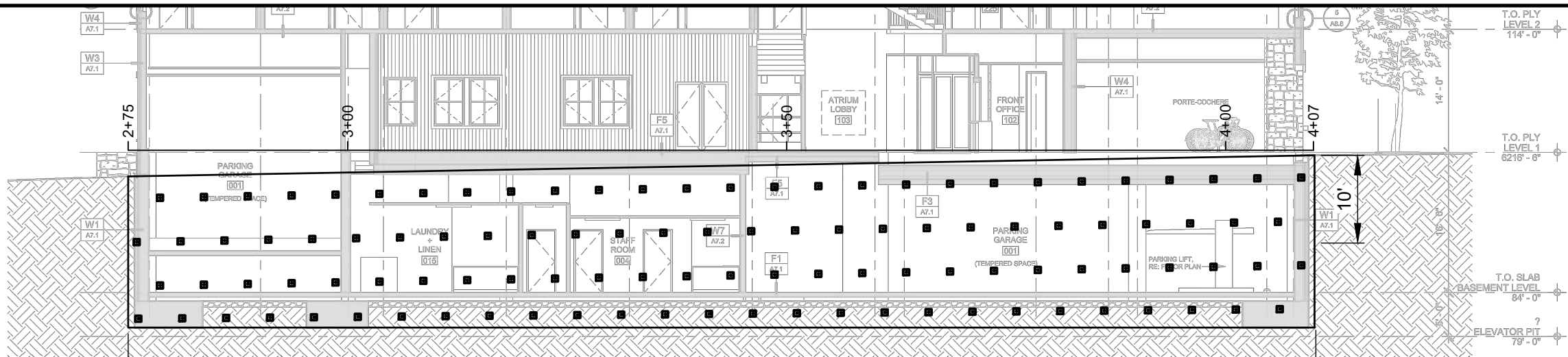
SHEET

C-04



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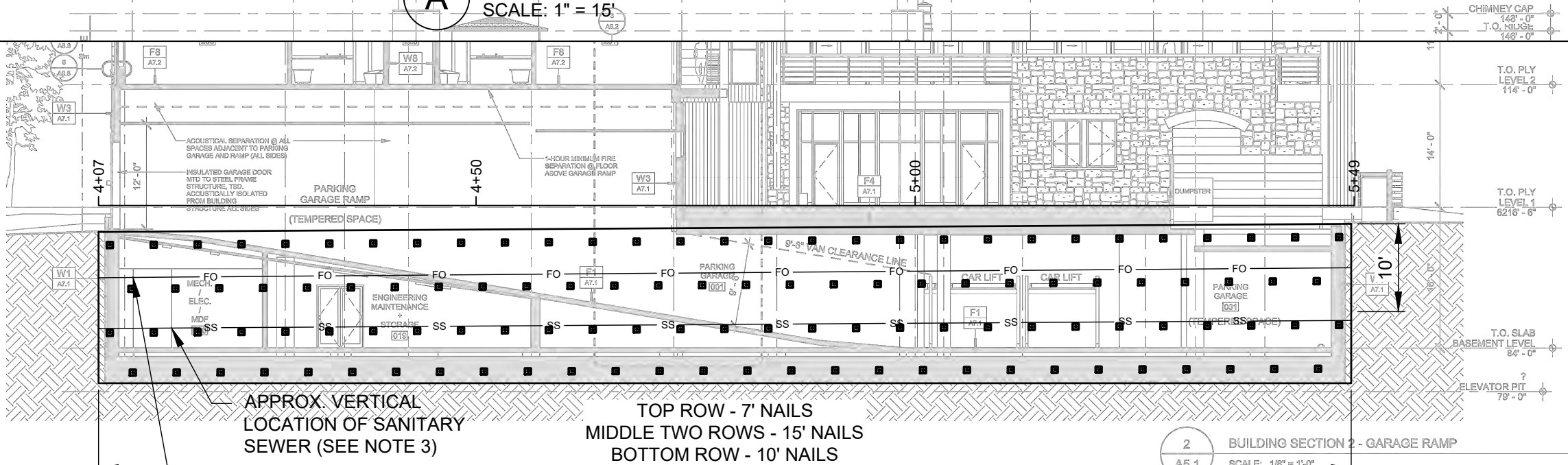




TOP THREE ROWS - 15' NAILS
BOTTOM ROW - 10' NAILS

1 BUILDING SECTION 1 - MAIN ENTRY
SCALE: 1/8" = 1'-0"

A NORTH PROFILE - SOIL NAIL SYSTEM
SCALE: 1" = 15'



APPROX. VERTICAL
LOCATION OF SANITARY
SEWER (SEE NOTE 3)

TOP ROW - 7' NAILS
MIDDLE TWO ROWS - 15' NAILS
BOTTOM ROW - 10' NAILS

2 BUILDING SECTION 2 - GARAGE RAMP
SCALE: 1/8" = 1'-0"

B WEST PROFILE - SOIL NAIL SYSTEM
SCALE: 1" = 15'

APPROX. VERTICAL
LOCATION OF COMMS
LINE (SEE NOTE 2)

- NOTES:
- BACKGROUND IMAGE OBTAINED FROM ROWLAND+BROUGHTON AND Y2 CONSULTANTS SD PRICING SET DATED JUNE 18, 2020.
 - UTILITIES ON THE WEST SIDE SHOULD BE POTHOLED/HYDROVAC'D (BY OTHERS) SO GSI ENGINEERS OR THEIR DESIGNATED REPRESENTATIVES CAN VISUALLY SEE UTILITIES, TAKE MEASUREMENTS, AND ADJUST NAIL GEOMETRY AS NEEDED.

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP

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PROJECT NAME:

RUSTY PARROT LODGE

SHEET TITLE:

PROFILE VIEWS

DRAWN BY:

DEB

CHECKED BY:

NT

DATE:

07/30/20

PROJECT NUMBER:

200###WY01

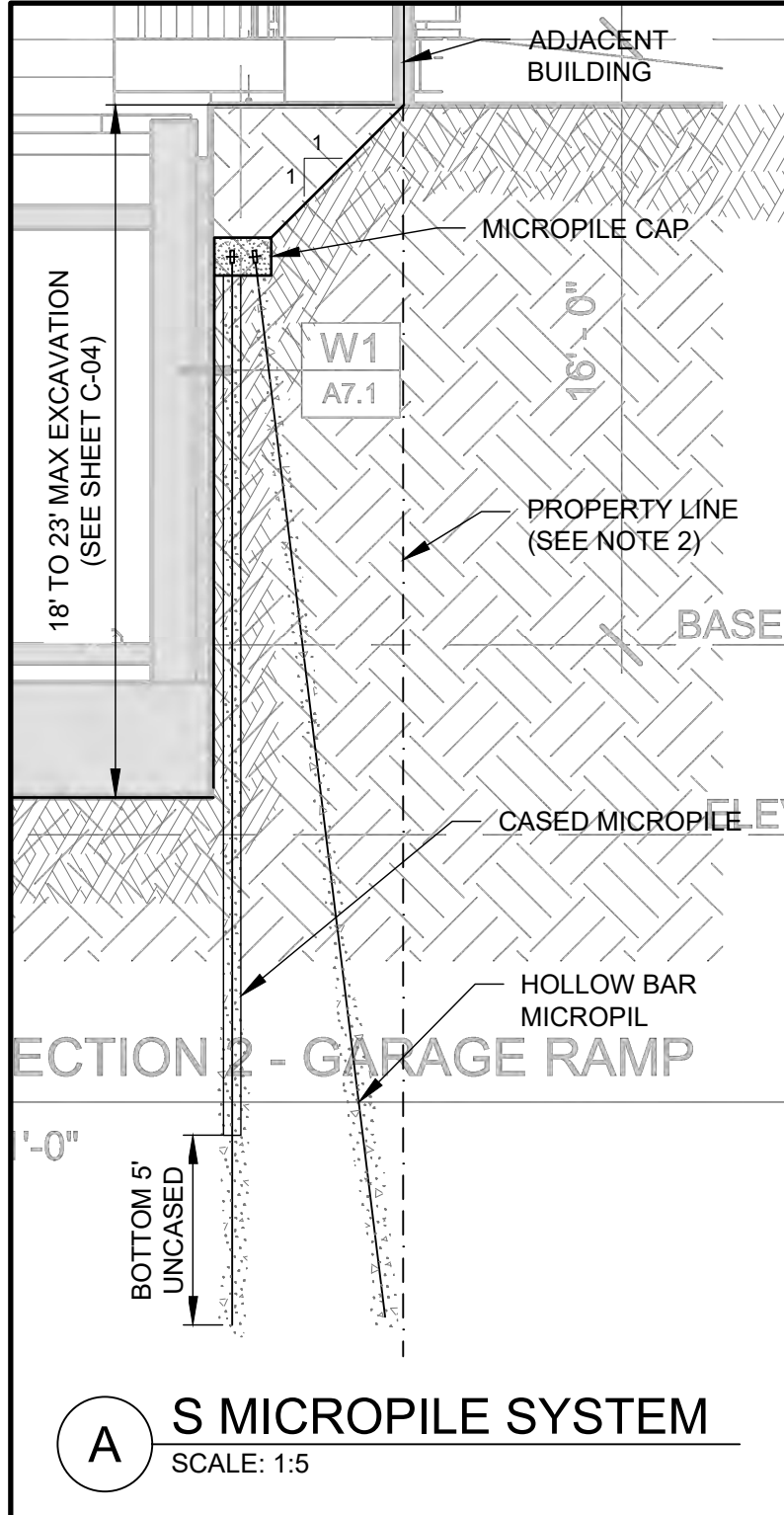
SHEET

C-05

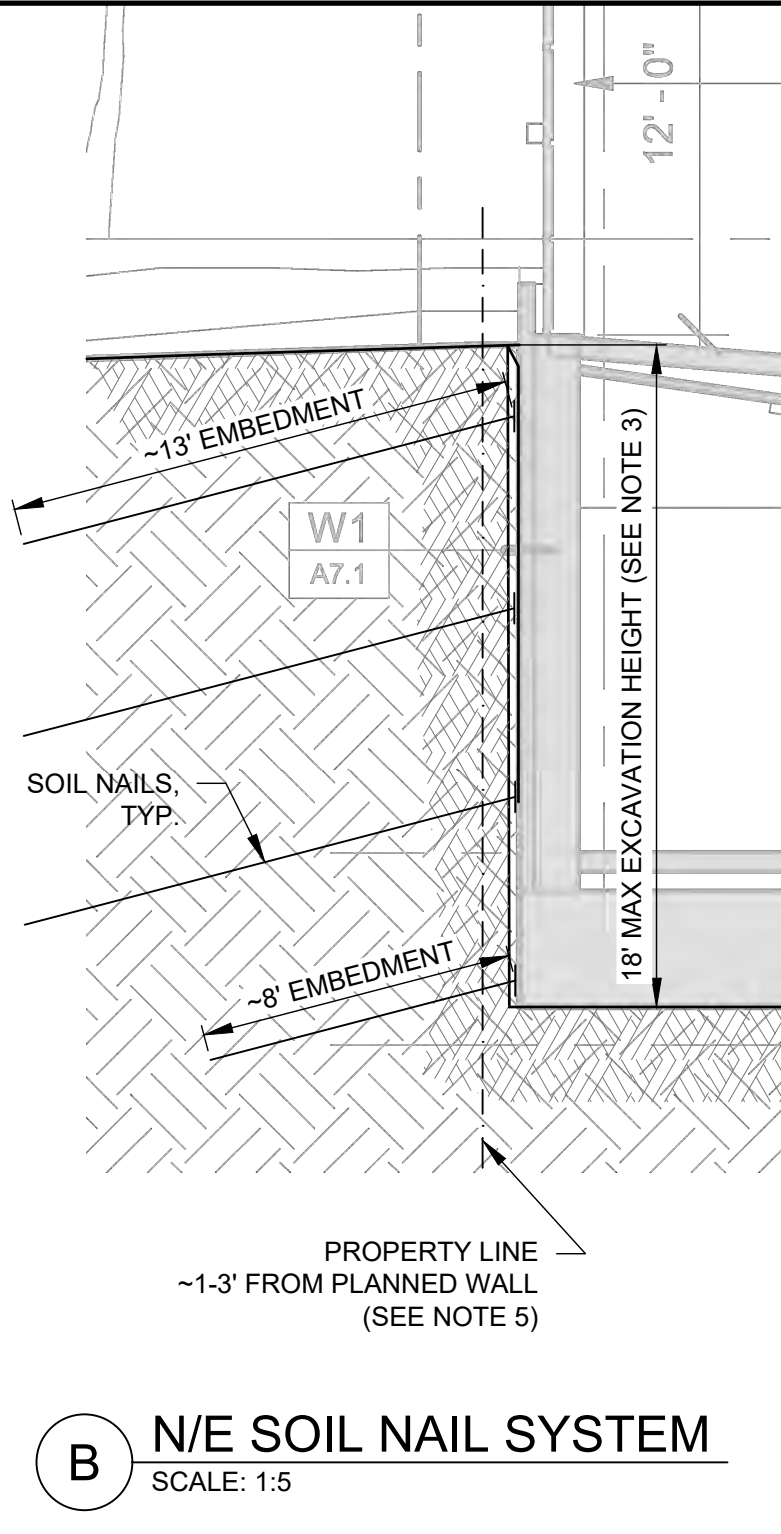


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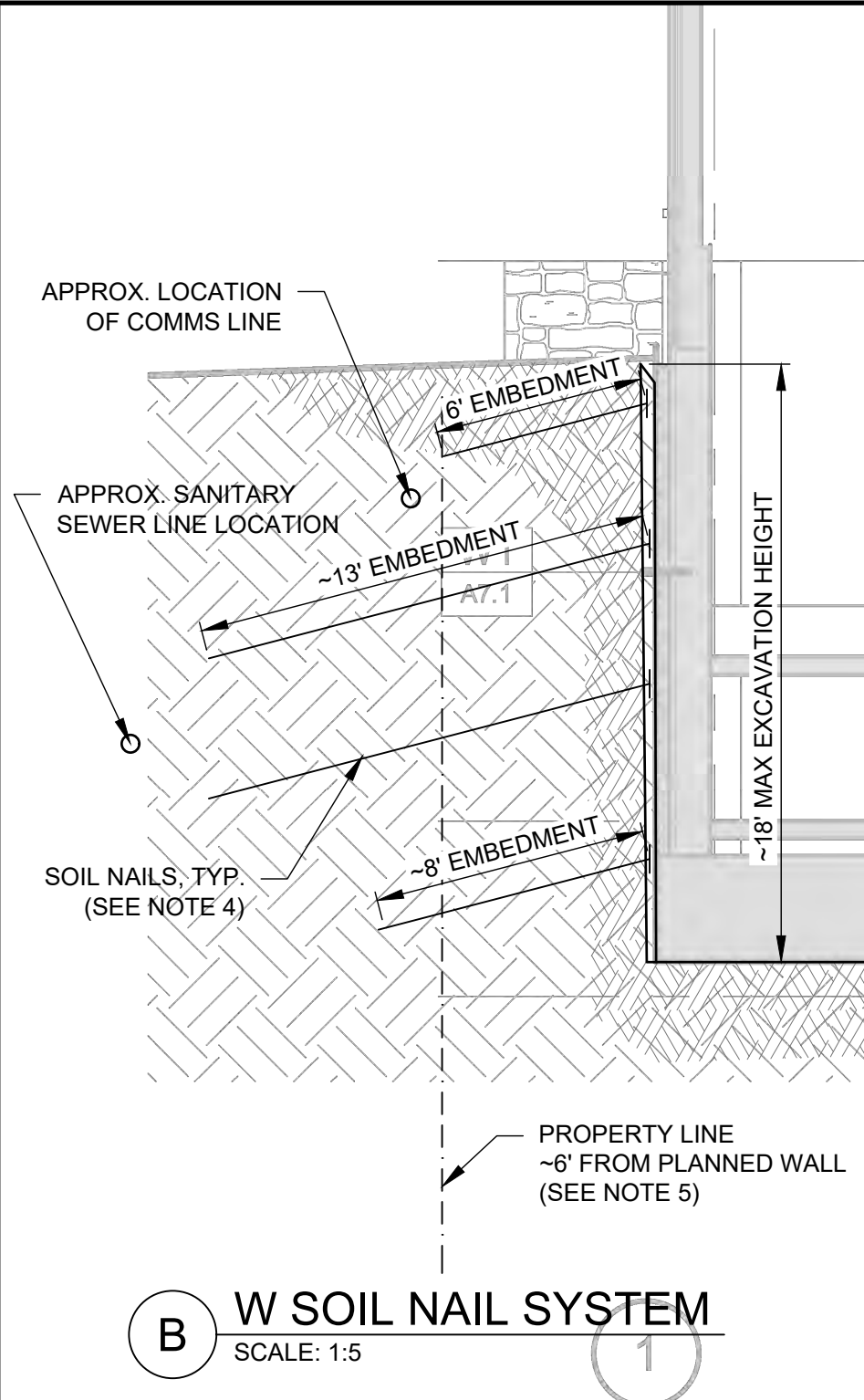




A S MICROPILE SYSTEM
SCALE: 1:5



B N/E SOIL NAIL SYSTEM
SCALE: 1:5



B W SOIL NAIL SYSTEM
SCALE: 1:5

- NOTES:
1. BACKGROUND IMAGES OBTAINED FROM ROWLAND+BROUGHTON AND Y2 CONSULTANTS SD PRICING SET DATED JUNE 18, 2020.
 2. DETAIL A IS FOR THE SOUTHERN EXCAVATION SIDE AND CONSISTS OF CASED AND HOLLOWBAR MICROPILE SHORING SYSTEM. MICROPILE SYSTEM HAS BEEN DESIGNED TO STAY WITHIN PROPERTY BOUNDARY.
 3. DETAIL B IS FOR THE NORTH AND EAST SIDES OF THE EXCAVATION WHERE MAXIMUM 18' EXCAVATION IS PLANNED WITH SOIL NAIL WALL SYSTEM.
 4. DETAIL C IS FOR THE WESTERN EXCAVATION SIDE WHERE MULTIPLE UTILITIES EXIST. HOWEVER, THE SOIL NAIL SYSTEM HAS BEEN DESIGNED TO AVOID HAVING NAILS INSTALLED OVER THE UTILITIES. IF UTILITY LOCATIONS ARE ENCOUNTERED OTHER THAN SHOWN IN THE PROVIDED DRAWINGS, RE-DESIGN OF THE SOIL NAIL WALL WILL BE NECESSARY
 5. GSI UNDERSTANDS A PROPERTY EASEMENT HAS BEEN GRANTED FOR THE NAIL SYSTEMS.

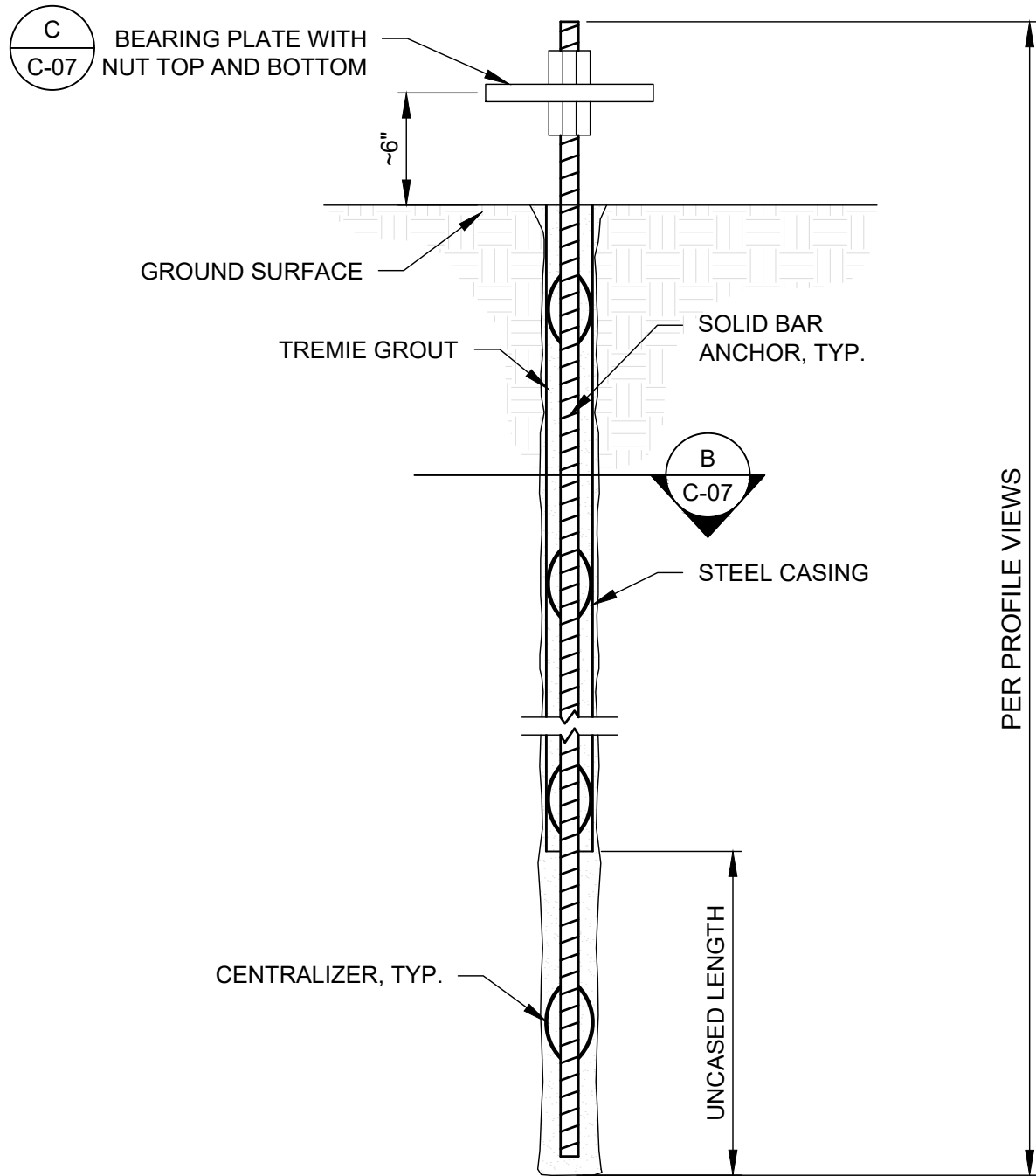
SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP
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PROJECT NAME: <i>RUSTY PARROT LODGE</i>				
SHEET TITLE: <i>SECTION VIEWS</i>				
DRAWN BY: DEB	CHECKED BY: NT	DATE: 07/30/20	PROJECT NUMBER: 200###WY01	SHEET C-06

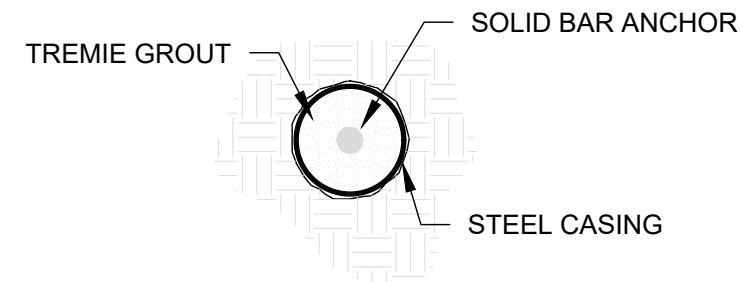
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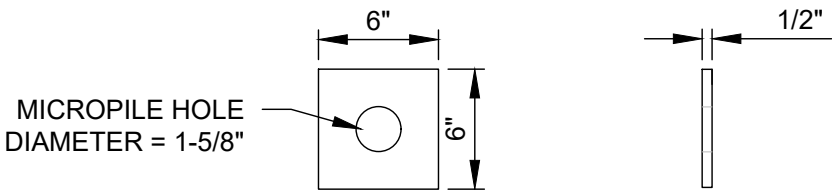




A MICROPILE DETAIL
N.T.S.



B MICROPILE SECTION
N.T.S.



C MICROPILE BEARING PLATE
N.T.S.

SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP
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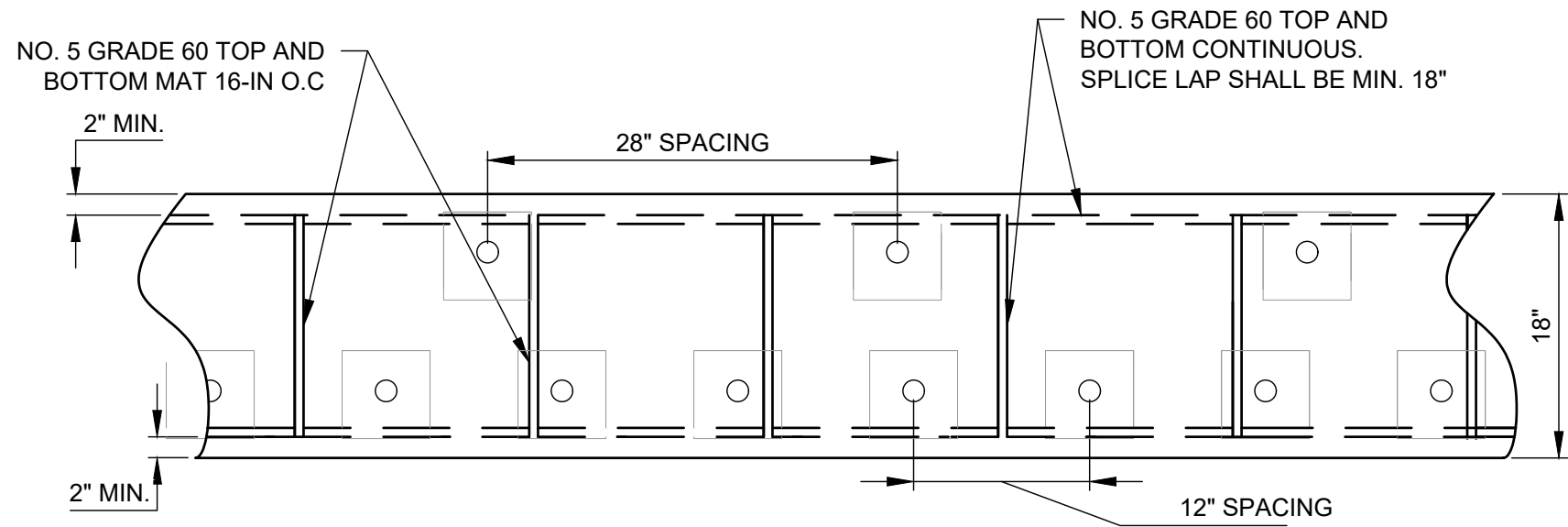
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SHEET TITLE: <i>CASED MICROPILE DETAILS</i>				
DRAWN BY: DEB	CHECKED BY: NT	DATE: 07/30/20	PROJECT NUMBER: 200###WY01	SHEET C-07



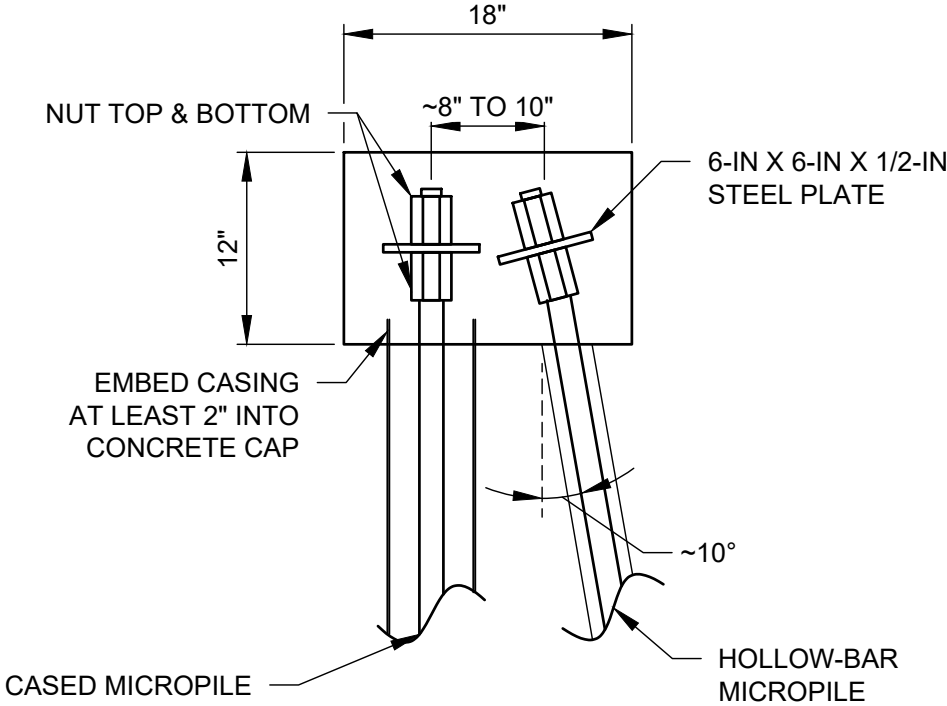
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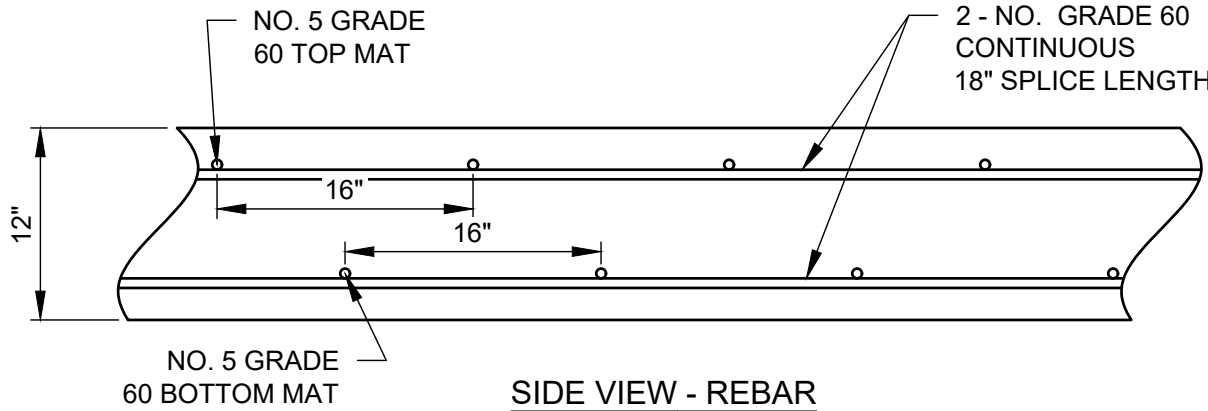




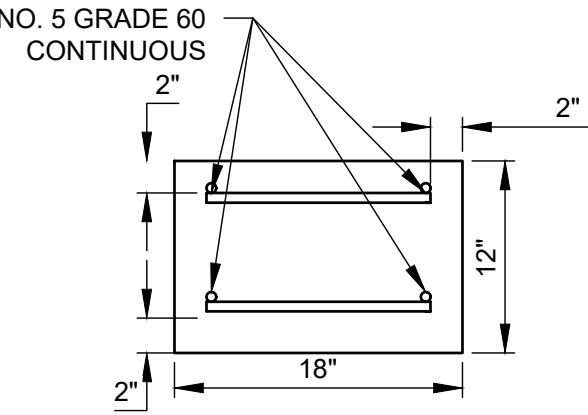
TOP VIEW - REBAR & ANCHORS



END VIEW - ANCHORS



SIDE VIEW - REBAR



END VIEW - REBAR

A MICROPILE CAP DETAIL
N.T.S.

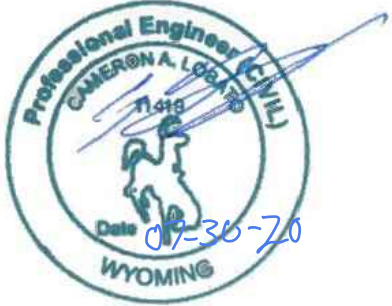
SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP

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PROJECT NAME: <i>RUSTY PARROT LODGE</i>				
SHEET TITLE: <i>MICROPILE CAP DETAILS</i>				
DRAWN BY: DEB	CHECKED BY: NT	DATE: 07/30/20	PROJECT NUMBER: 200###WY01	SHEET C-09

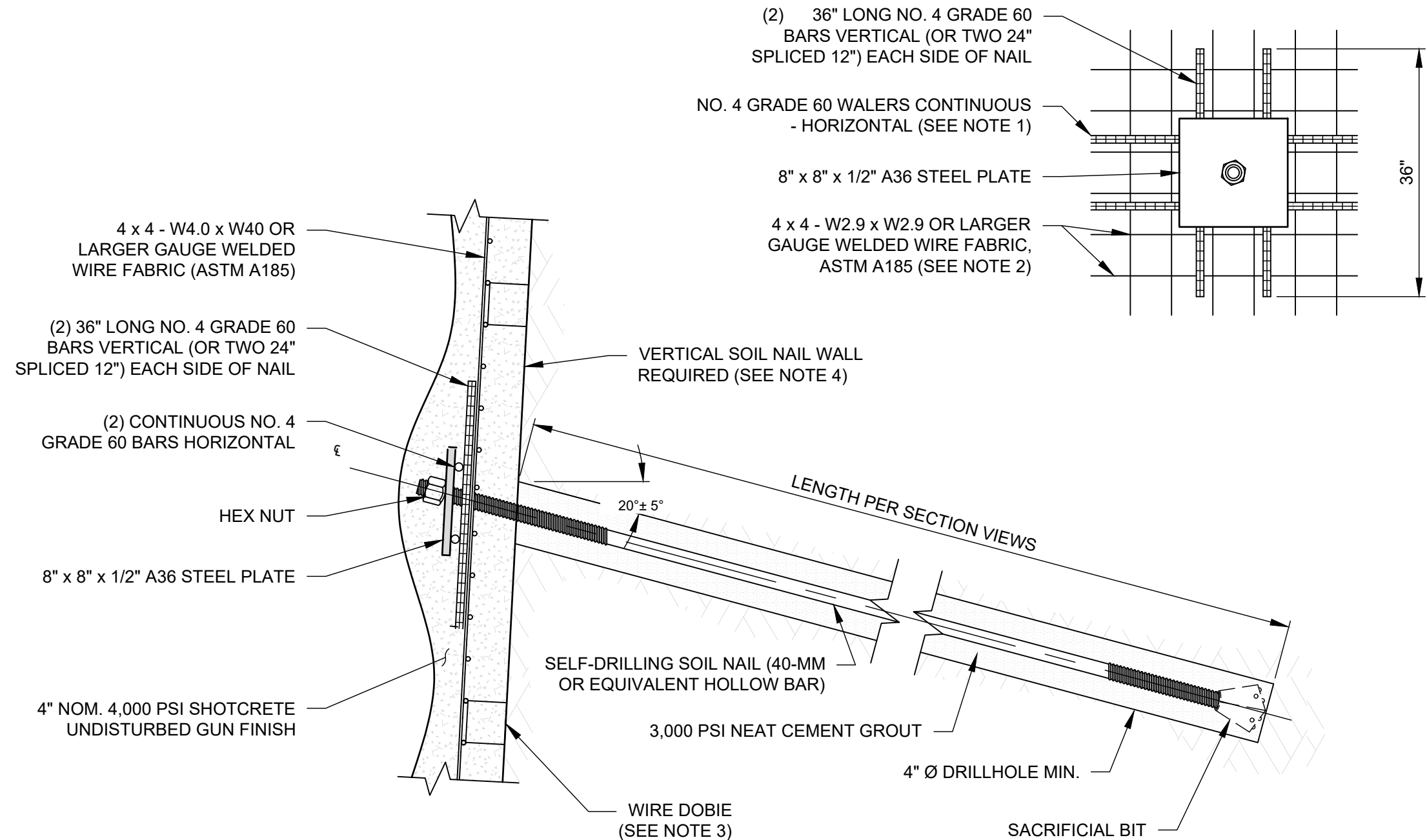


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C:\Users\mason.bowen\OneDrive\Documents\Drawings\WY\WY01\WY01-C10.dwg, 7/30/2020 9:38 AM

A **STANDARD DETAILS**
SCALE: N.T.S.



- NOTES:**
- LAP SPLICE LENGTH FOR NO. 4 REBAR IS 18" MINIMUM (ACI 318).
 - WELDED WIRE FABRIC TO HAVE A MINIMUM OF 2 SQUARES OVERLAP (ACI 318).
 - 2"x2" CONCRETE DOBIES OR EQUIVALENT SHALL BE USED TO ENSURE SUFFICIENT CONCRETE COVER. 2 TO 3 DOBIES PER 5'X10' SHEET OF MESH IS TYPICAL VARY AS NECESSARY ACCORDING TO SITE CONDITIONS.
 - VERTICAL SOIL NAIL WALL NEEDED TO MINIMIZE WALL FOOTPRINT AND ENSURE TOE OF WALL DOES NOT ENCROACH ON PLANNED BUILDING FOUNDATIONS. USE STRING LINE, LASERS, ETC. AS NEEDED TO ENSURE VERTICALITY.

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/17/20	ISSUED FOR REVIEW	IFR
07/30/20	ISSUED FOR PERMIT	IFP

PROJECT NAME:

RUSTY PARROT LODGE

SHEET TITLE:

SOIL NAIL DETAILS

DRAWN BY:

DEB

CHECKED BY:

NT

DATE:

07/30/20

PROJECT NUMBER:

200###WY01

SHEET

C-10



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STAFF REPORT



Meeting Date:	September 8, 2020	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	April Norton
Agenda Item:	Low-Income Housing Tax Credit Partnership Project with Summit Housing Group Application and Site Plan Review	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will review a revised site schematic for this project and provide the development team with direction on which revised schematic they should pursue.

Requested Action.

Council will consider and provide direction on which site schematic to pursue.

Recommendations.

Staff recommends pursuing Option A. This revised schematic provides an enhanced streetscape on Snow King Drive and an improved alley on the east and south of the development area.

Background.

On June 15, 2020 Council executed an agreement with Summit to apply for LIHTC funding through the Wyoming Community Development Authority ("WCDA"). The staff report and agreement can be found [online](#). Since that time, staff has worked with Summit to identify a location for the development and draft a ground lease that will be included as part of the application to WCDA. Now staff seeks approval of the recommended site design.

Summit provided an initial schematic for the development that Council discussed during the [August 10, 2020 workshop](#). Specific feedback from the Council included:

- Alter building orientation so that more of the residential space is facing Snow King Avenue
- Improve the alley on the eastern portion of the property
- Address the dead-end on the south side of the property by creating an alley extension on the south side of the property

The development team revised the site plans and offer two options for Council consideration today.

- 1) Option A. This option rotates the building footprints so that two of the three buildings are located along Snow King Avenue, providing an enhanced streetscape. This option includes a new ally on the south side of the property, providing improved circulation for the overall site.
- 2) Option B. This option maintains the north-south orientation of the buildings from the initial schematic present August 10th. The revised schematic provides an alley on the southside of the property, providing enhanced circulation for the overall site.

Next Steps: Once the Council provides direction on the site schematic, the team will refine the design, finalize the ground lease and application, and bring the entire package back to Council for consideration and approval September 21, 2020. The application is due to WCDA by September 30, 2020. Awards are expected to be announced in January 2021. If awarded credits, the developer expects to break ground in 2021.

Analysis.

Option A enhances the streetscape along Snow King Avenue, provides better circulation – including an improved alleyway and new alley spur, and includes multiple green spaces for residents to enjoy. Staff believes this is a superior

layout that meets the standards of the NM-2 zone, takes advantage of the Workforce Housing 2:1 Bonus Tool, and integrates with the surrounding neighborhood that is a mix of nonconforming commercial, multifamily residential and single-family residential uses.

Alternatives (Optional).

Option B maintains the north-south building orientation along the eastern portion of the property, provides better circulation – including an improved alleyway and new alley spur, and includes a large patio space for residents to enjoy. This option meets the standards of the NM-2 zone, takes advantage of the Workforce Housing 2:1 Bonus Tool, and integrates with the surrounding neighborhood that is a mix of nonconforming commercial, multifamily residential and single-family residential uses. Staff believes this design lacks the street presence along Snow King Avenue that Option A provides and therefore does not recommend this option.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Seek and support grants, tax credits, loans, and other sources of funding. 4C

Fiscal Impact.

The Town currently has \$1,105,919 in the Housing Supply Fund and \$34,834 in mitigation fees. Staff anticipates using these funds to cover costs related to this RFQ. Per the contract for services, Summit has a not to exceed amount of \$58,610 if the application is unsuccessful and a not to exceed amount of \$37,110 if the application is successful.

Staff Impact.

Housing, Planning & Building, Public Works, and Legal staff have all spent time on this and will continue to do so as the project moves through the Town's planning process. Planning, Public Works, and Housing staff participated in a pre-application conference with the developer and staff has continued to provide feedback, direction, and answer questions for the development team. If the project is awarded credits in January, staff will spend significant time working with the developer to move the project through the process to groundbreaking. Parks and Recreation staff will also be required to mobilize and move their current facility on the northern end of the property before groundbreaking.

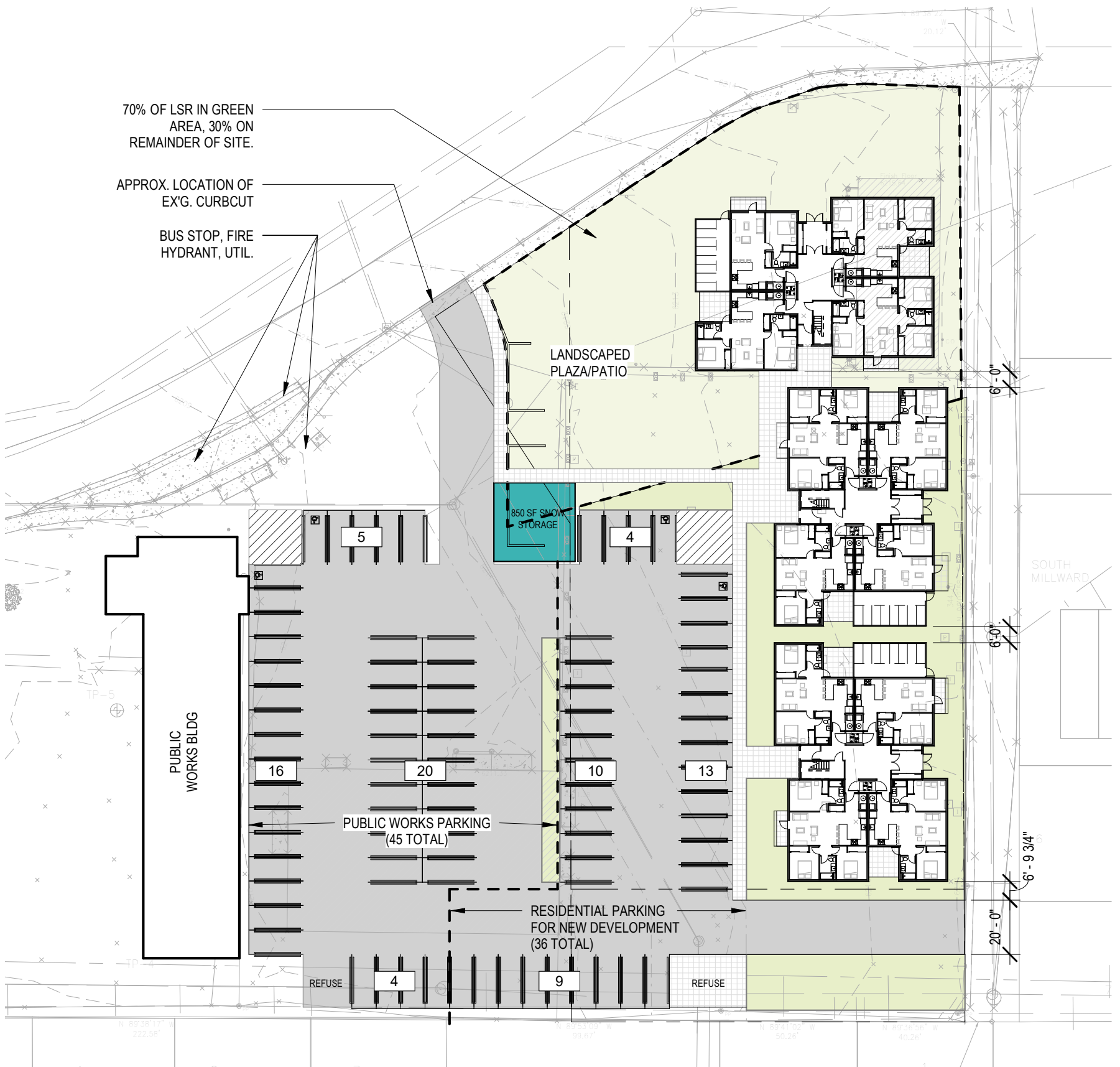
Attachments or Links.

Snow King Site Plans

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to direct staff to pursue the design presented in Option A for the Low Income Housing Tax Credit Application partnership project with Summit Housing Group.







AERIAL VIEW LOOKING NORTH



VIEW FROM SNOW KING AVE LOOKING SOUTH DOWN PEDESTRIAN PATH



VIEW FROM ALLEY INTO COURTYARD



VIEW FROM PARKING LOT LOOKING EAST



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 1, 2020
MEETING DATE: SEPTEMBER 8, 2020

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

SUBJECT: **ITEM P20-056:** DEVELOPMENT PLAN FOR PHASES 2 THROUGH 5 OF THE CORE SERVICES VEHICLE MAINTENANCE FACILITY AT 55 KARNS MEADOW DRIVE.

APPLICANT: JORGENSEN ASSOCIATES – BRENDAN SCHULTE

OWNER: TOWN OF JACKSON

REQUESTED ACTION

The applicant is requesting approval of a Development Plan for the Phases 2 through 5 of the original Teton County/Town of Jackson Transit and Maintenance Facility for the property located at 55 Karns Meadow Drive. This project is being submitted as a result of the 2019 SPET vote initiative which approved funding for Phase 2 which includes the following items:

- Core Services Vehicle Maintenance Facility
- North and South Parking Lots
- Complete Site Work (including landscaping)
- Grading and Drainage

Staff is requesting that this item be continued to the regularly scheduled Town Council meeting on October 5, 2020.

SUGGESTED MOTIONS

I move to **continue** this item to the Town Council meeting scheduled for October 5, 2020.



TOWN OF JACKSON

AGENDA DOCUMENTATION

PREPARATION DATE: AUGUST 21, 2020
MEETING DATE: SEPTEMBER 8, 2020

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

SUBJECT: **ITEM P20-137:** CONSIDERATION OF A SHARED PARKING AGREEMENT BETWEEN THE TOWN OF JACKSON AND PROPERTY OWNER MARTIN FAMILY, LLC.

APPLICANT: SUSAN ROBERTS

OWNER: MARTIN FAMILY, LLC

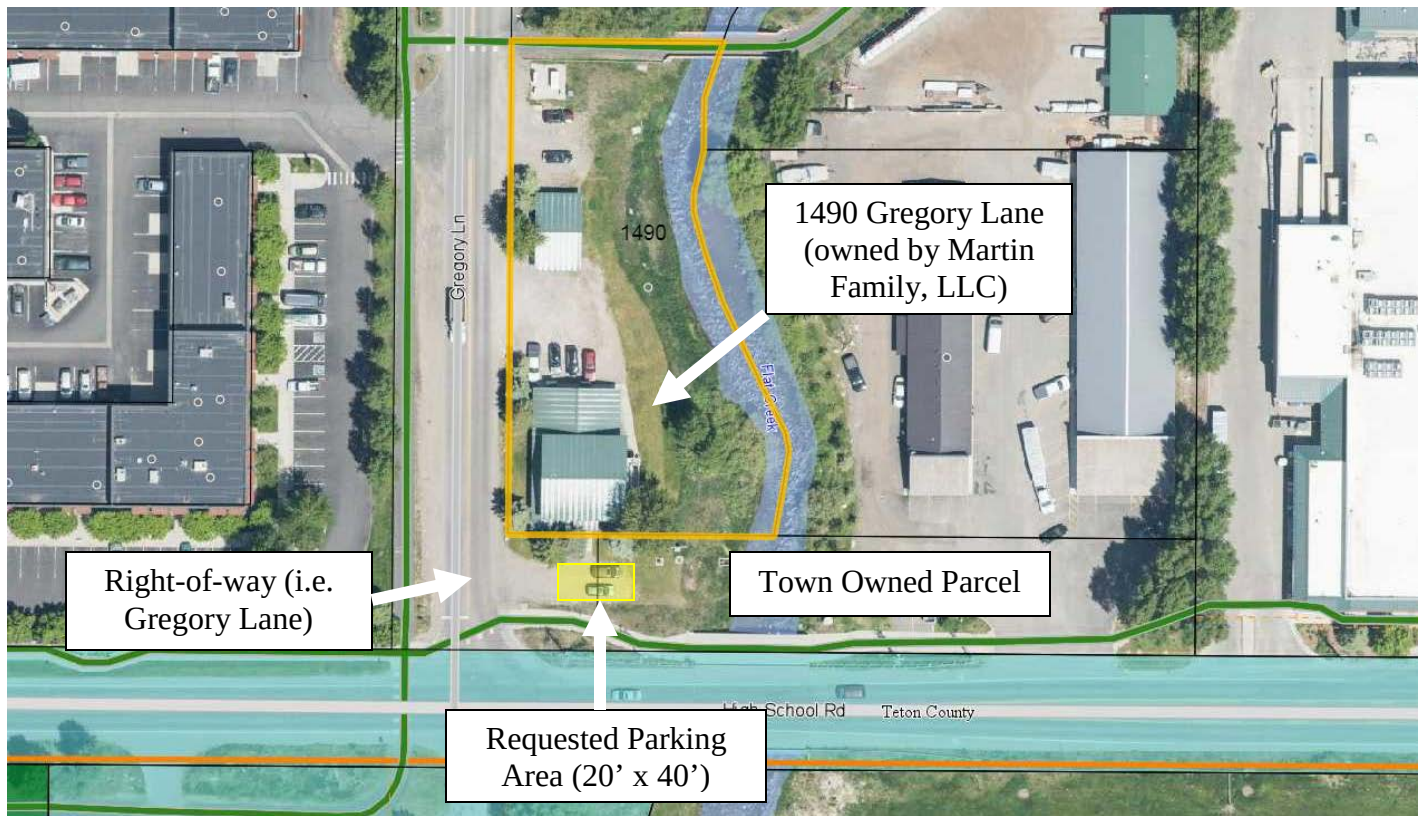
STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of a Parking Agreement with property owner Martin Family, LLC to allow the parking on a Town-owned parcel (PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B) and within the right-of-way (i.e. Gregory Lane). The Town owned parcel and right-of-way are directly to the south of the property owned by Martin Family, LLC, at 1490 Gregory Lane. The agreement would allow the owners to park a maximum of 4 vehicles within a 20' by 40' gravel area as depicted in the attached exhibit.

This item was continued from the August 17, 2020, Town Council meeting because one Council member raised concerns about the \$100-a-year fee. The Council agreed to continue the item to allow more time to consider the request.

LOCATION

The property is located at 1490 Gregory Lane, legally known as Lot 4, Martin Addition to the Town of Jackson. An aerial photo and zoning map are shown below



BACKGROUND/ALTERNATIVES

The applicant's property is located in the Business Park (BP) zoning district and currently operates as an office use. The applicant is seeking a parking agreement for the gravel area directly to the south of their building to benefit their tenants who currently operate an office. The applicant claims they received verbal permission to park in this area by a past Town official, however staff was unable to confirm the validity of the claim. Regardless, the Town did enter into a similar parking agreement in 2004 with the property owner to the east at 1655 High School Road which allows them to park and maintain portions of the Town owned sliver of land.

The requested parking agreement would allow a maximum of 4 vehicles to be parked within a 20' x 40' area within the existing gravel area just south of the applicant's property. As shown in the visual above, the gravel area is located within the right-of-way (i.e. Gregory lane) and on the Town owned parcel. The owner would be responsible for maintaining the parking area (i.e. snow plowing) but cannot expand the parking area beyond its current condition. The agreement would allow the Town access for any maintenance purpose for the existing utilities. The agreement also allows either party to terminate the agreement provided a 90-day notice is given.

Staff's reasoning for the \$100-a-year fee was to ensure the Town received some monetary exchange for using our land. Our intent to charge this amount was not to collect a form of monthly rent, especially considering there is no cost to the Town to maintain this area, and because if the Town wanted to terminate the agreement for any reason, we could do so with a 90-day notice. Staff would also note that the parking agreement recorded on the property to the east (1655 High School Road) which also allows the owner to use and maintain a portion of the Town owned parcel, was agreed upon by single payment of \$10.

Staff supports the agreement as currently written and recommends approval to the Town Council.

STAKEHOLDER ANALYSIS

The Town Council is the final decision maker on all policy decisions regarding the public right-of-way. Known stakeholder are the general public and current/future tenants who would benefit from this agreement.

FISCAL IMPACT

None.

STAFF IMPACT

Town Planning, Legal, and Engineering staff coordinated to process and produce the encroachment agreement, 3-5 hours of staff time.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Proposed Parking Agreement

RECOMMENDATIONS

Staff recommends approval of the Encroachment Agreement between the Town of Jackson and Martin Family, LLC to allow a shared parking agreement on the Town-owned parcel referenced in Exhibit A and in the right-of-way (i.e. Gregory Lane).

SUGGESTED MOTIONS

I move that the Town Council approve the proposed Parking Agreement between the Town of Jackson and property owner Martin Family, LLC subject to any minor changes required by the Town Council, and authorize the Mayor to execute the agreement.

PARKING LEASE AGREEMENT

This Parking Lease Agreement, hereinafter referred to as "Agreement," is entered into as of this _____ day of _____, 2020, hereinafter the "Effective Date," between the Town of Jackson, a municipal corporation of P.O. Box 1687, Jackson, Wyoming 83001, hereinafter referred to as "Landlord", and Martin Family, LLC, a Wyoming limited liability company, of P.O. Box 1743, Jackson, Wyoming 83001, hereinafter referred to as "Tenant".

WHEREAS, Tenant owns real property located at 1490 Gregory Lane, Jackson, Wyoming legally described as Lot 4, Martin Addition to the Town of Jackson, Wyoming per Plat No. 865, which property consists of commercial units, hereinafter "Subject Property"; and

WHEREAS, Landlord owns PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B, set forth in Teton County Land Records as PIDN 22-40-16-06-1-00-110 and the right-of-way adjacent to the western boundary of said parcel, which includes Gregory Lane, all as set forth in **Exhibit A** attached hereto and made a part hereof by this reference; and

WHEREAS, Tenant desires a formal lease with the Town of Jackson memorializing the allowance for parking on the south side of Subject Property for the owner, occupants, and owner's tenants pursuant to the terms and conditions of this Agreement; and

WHEREAS, Tenant and Landlord hereby acknowledge that any and all previous verbal or written agreements between them are hereby superseded and Landlord desires to lease to Tenant the parking lot area reflected on the attached **Exhibit A**, hereinafter "Parking Lot," immediately adjacent to the building located on the Subject Property on the terms and conditions set forth below.

NOW THEREFORE it is hereby agreed that for good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties on their own behalf or any successor and interest or assign, and the Recitals above and the covenants and agreements hereinafter set forth below, the Parties mutually covenant and agree as follows:

1. LEASE. Landlord does hereby lease to Tenant an exclusive lease for the parking of no more than four (4) motor vehicles by Tenant, its occupant, tenants, guests, and invitees upon the Parking Lot.

2. TERM. This Lease shall commence on the signing hereof and continue until formally terminated by either party. Landlord or Tenant shall be entitled to terminate this lease without cause by giving ninety (90) days written notice. Throughout the duration of this Lease, only two (2) of the four (4) leased parking spaces may be counted toward the parking required under the Town of Jackson Land Development Regulations, as amended, for existing and future uses at the Subject Property. However, upon termination of this Lease, all required parking shall be provided on the subject property. Tenant hereby expressly acknowledges that meeting said parking requirement may require providing additional spaces within the Subject Property.

3. RENT. Tenant shall pay Landlord an annual fee of One Hundred Dollars (\$100.00), payable annually on the first day of July of each year.

4. USE OF PREMISES. Tenant shall only use the Parking Lot for the parking of operable motor vehicles for Tenant, its occupants, tenants, guests, and invitees. At no time shall the size of the Parking Lot be expanded or used for the storage of boats, trailers, RVs or equipment of any kind. Additionally, overnight parking shall be prohibited. Furthermore, Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy.

5. PARKING LOT MAINTENANCE. Tenant shall be solely responsible for the maintenance, graveling, and snow removal of the Parking Lot and shall maintain it to the same standard as historically done by Tenant. Additionally, Tenant shall maintain the Parking Lot in a clean and orderly condition, free of rubbish and obstructions.

6. TOWN UTILITY MAINTENANCE. Tenant shall be given 24 hours notice by Landlord for planned or necessary maintenance of Town utilities within the leased area. Landlord has the right to emergency access without notice.

7. INDEMNIFICATION. Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, or damage to property occurring in, on or about, or arising out of or from the Parking Lot or use of the leased Parking Lot by the Tenant, its occupants, tenants, guests, and invitees or occasioned, wholly or in part, by any act or omission of the Tenant, its occupants, tenants, guests, and invitees, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, or employees.

8. COVENANT OF QUIET ENJOYMENT. Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof. Notwithstanding, the Town may need use of, or access through the Parking Lot and, in such event, Tenant shall have the area cleared of all motor vehicles timely, as needed and directed by Landlord.

9. CONDITION OF THE PARKING AREA. Tenant accepts the Parking Lot in its existing condition. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Landlord as to such condition. In no event shall the Landlord be liable for any defect in the Parking Lot or for any limitation on its use.

10. NONASSIGNMENT. Tenant shall not transfer, sell, assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest herein, nor sublet or permit the Parking Lot or any part thereof to be used by any other person, firm, corporation, or other entity other than the Tenant, its occupants, tenants, guests, and invitees without the express written consent of the Landlord in each instance.

11. WAIVER. The waiver by either party of any breach of any term, covenant,

or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

12. **BINDING EFFECT.** All the terms, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

13. **REPRESENTATIONS.** It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made, other than as expressly set forth herein.

14. **TIME OF ESSENCE.** Time is of the essence of this agreement.

15. **ENTIRE AGREEMENT AND AMENDMENT.** 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.

16. **SEVERABILITY.** 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.

17. **GOVERNING LAW, JURISDICTION, CONSTRUCTION.** 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.

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

19. NOTICE. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

LANDLORD:

Town of Jackson
P. O. Box 1687
Jackson, WY 83001

TENANT:

Martin Family, LLC
P. O. Box 1743
Jackson, WY 83001

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD:

Town of Jackson:

Mayor

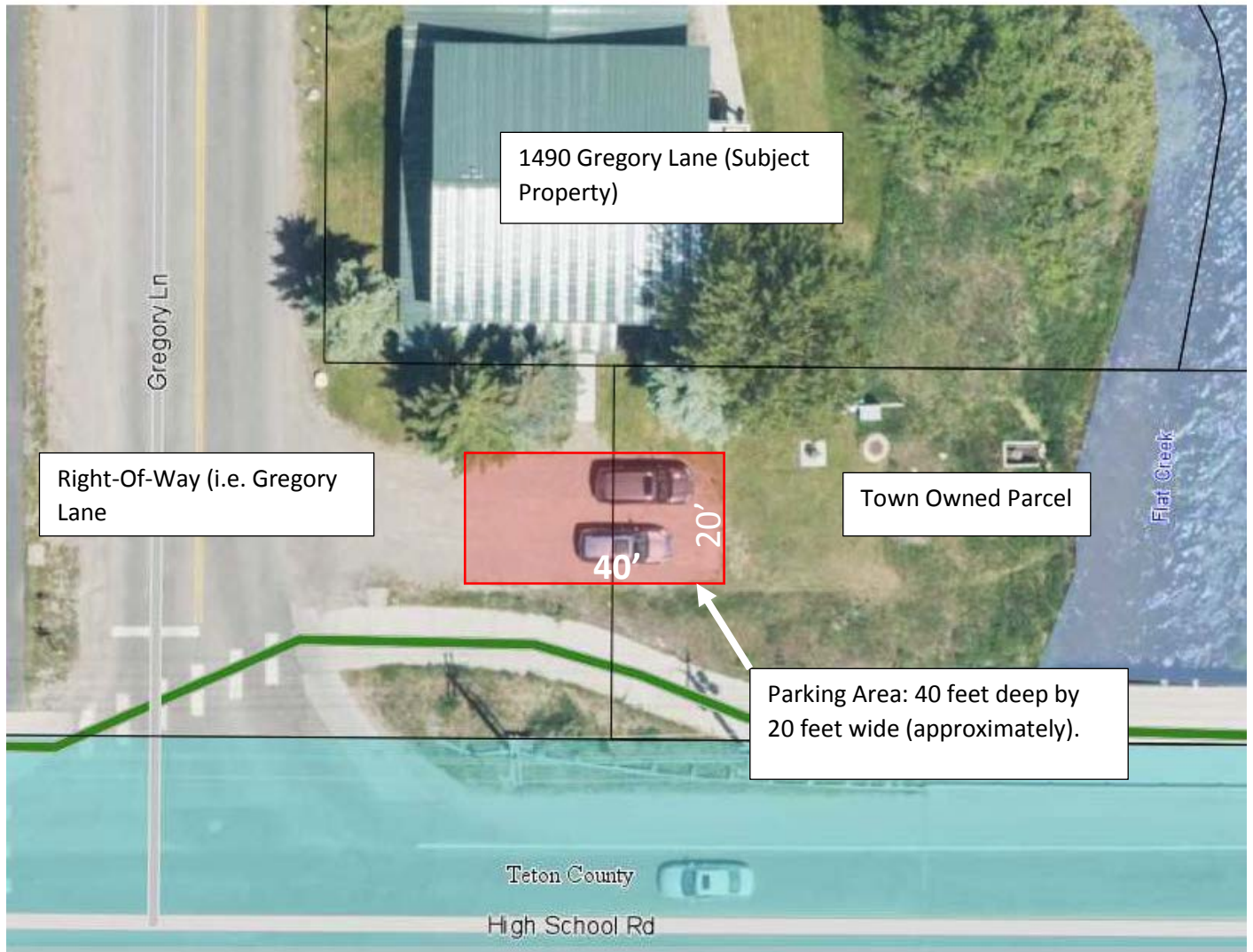
ATTEST:

Town Clerk

TENANT:

Martin Family, LLC, a
Wyoming limited liability company:

Susan M. Roberts, Manager







STAFF REPORT



Meeting Date:	September 8, 2020	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	TOWN OF JACKSON AND SNOW KING MOUNTAIN GONDOLA LEASE AGREEMENT, FACILITY USE AGREEMENT (TUBE PARK) AND SNOW KING SKI SHELTER LEASE	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to consider entering into Lease and Facility Use Agreements with Snow King Mountain as follows:

- 1) GONDOLA AND COUGAR LEASE AGREEMENT
 - To locate a proposed Snow King Mountain privately owned and operated gondola and other associated improvements on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.
- 2) FACILITY USE AGREEMENT
 - To operate the Snow King Tube Hill on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.
- 3) COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RECREATION
 - A lease for approximately 3, 945 square feet of the Snow King Event Center, better known as the ski lodge.

Requested Action.

For Council to provide direction on these three separate agreements in order for staff to finalize and bring them back to Council for final consideration at a future meeting.

Recommendations.

For Council to provide direction on the appropriate lease amount and term for all three agreements.

Background.

The Town and Snow King Mountain have been in lease agreements for 1) private improvements (Cougar Lift, pump station, towers, etc.) on Town property, 2) use of Town property of the Snow King Tube Hill and 3) lease of a portion of the Snow King Center for some time. Some of the current lease terms were renegotiated once during the lease term to address financial challenges facing the applicant at that time. The proposed leases and agreements would replace all current leases.

The Town recently approved three associated planning items as follows:

- **Item A – P19-242 Gondola, Cougar Lift, and Lighting:** An Outdoor Recreation CUP to locate and operate a gondola facility at the base of Snow King Resort in Phil Baux Park at 100 E. Snow King Avenue in the general location of the existing Cougar lift with additional lighting for night skiing operations. The Cougar lift is proposed to be relocated approximately 250' uphill from its current location.
- **Item B – P20-128 Zip Line:** An Outdoor Recreation CUP to locate and operate a zip line facility on Snow King Resort property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center.

- **Item C – P20-129 Pump House:** A Utility Facility CUP to locate a snow making pump house and related infrastructure across the lot lines of 10 E Snow King Avenue and 90 E Snow King Avenue behind the Snow King Sports & Event Center.

The Gondola lease agreement has been discussed by Council at previous meetings while the Facility and Use Agreement for the tube park and the lease for a portion of the Snow King Event Center are being presented for the first time.

Analysis.

The proposed lease and facility use agreements are all associated with Town owned property or facilities as labelled on the map below:



GONDOLA AND COUGAR LEASE AGREEMENT

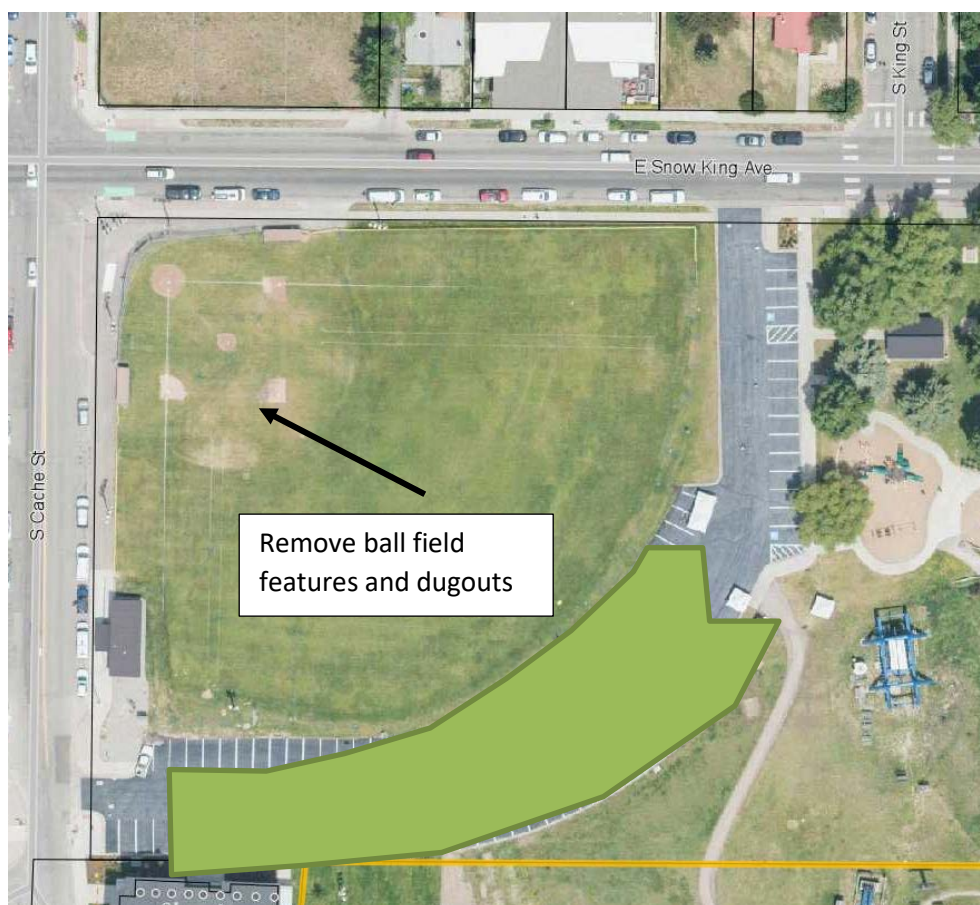
As previously discussed, this lease is to locate a proposed Snow King Mountain privately owned and operated gondola and other associated improvements on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.

At previous meetings Council have been thinking about and discussing the following areas for consideration:

- What is the correct balance (Rent Amount) between limiting the public use of the park by allowing private improvements with the public benefit of those private improvements to the Town?
- What is the preferred approach and balance between the use of Base Rent a fixed amount versus the use of Supplemental Rent a percent of Gross Revenue? How should the Rent Amount be determined?
- Is Council supportive of requiring the applicant to pay for and/or to construct phase 1 of Phil Baux Park improvements as described instead of providing credit for improvements made to the public park and/or the provision of public commonly used infrastructure provided by the tenant against the lease requirements?
- Should the cost to the Town to upkeep the park as a result of the increased usage be covered by the lease including but not limited to restroom cleaning, turf maintenance and repair, trash removal, etc.?

Key Issue

Specifically, at this time staff asks that Council provide discussion and input on Article 3, regarding the Rent Amount. Since the June 15, Town Council workshop staff and the applicant have revised the Rent Amount section to include a Monthly Base Rent (\$3,000.00) that will increase annually based upon CPI and a requirement that the applicant pay for the completion of Phil Baux Park, Phase 1 improvements with no requirement for Supplemental Rent. The phase 1 improvements that would be paid for by and/or completed by the applicant would generally include re-grading, removal of ballfield and associated improvements, sodding, irrigation, curb and gutter, sidewalks, etc. as generally shown below. Staff has also included below the overall Phil Baux Park Re-development Master Plan for Council reference.



Staff and the applicant have worked extensively on this lease agreement and once Council provides direction on the appropriate rent amount staff will be able to complete final legal review and edits and provide this lease for final consideration to Council in a timely manner. This lease is time sensitive for the applicant to place the order for the gondola which requires significant lead time and to begin construction plans for next spring.

FACILITY USE AGREEMENT

This agreement would be to operate the Snow King Tube Hill on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract were currently there is no agreement in place.

Like the above staff has identified the following items with suggested alternatives for Council consideration at the meeting:

- What is the correct balance (Rent Amount) between limiting the public use of the park by allowing private improvements with the public benefit of those private improvements to the Town?
- What is the preferred approach and balance between the use of Base Rent a fixed amount versus the use of Supplemental Rent a percent of Gross Revenue? How should the Rent Amount be determined?
 - Option 1: Base Rent
 - \$1,000 per month for six month for years 1-3, \$2,500 a month for years 4-6 then adjusted for CPI annually until conclusion of the lease
 - \$2,500 a month for 6 months adjusted for CPI annually until conclusion of the lease
 - Option 2: Percentage of Gross Revenue
 - 8% of gross revenue

COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RECREATION

This lease would be for approximately 3, 945 square feet of the Snow King Event Center, better known as the ski lodge. The total square footage of the Snow King Event Center is approximately 38,000 square feet. Staff has drafted this lease to only cover the portion of the Snow King Event Center utilized primarily by Snow King Mountain. Separate leases would also be provided to CMI, Jackson Hole Ski and Snow Board Club and other users to lease their specific square footage directly from the Town. There would be no sub-leasing allowed without prior approval by the Town for all tenants. Utilities and Operation and Maintenance costs would be split between all tenants based upon their percentage of gross square footage or based upon typical usage previous established (i.e. electrical).

Staff has proposed a base rent in the amount of \$986.25 monthly for 12 months. This number is based on looking at commercial/industrial rent per square footage throughout the Town, averaging it, and reducing it to the Town charging 15% of that. Included in this amount would be Town costs associated with a) ongoing, average yearly maintenance, b) administrative costs, c) collecting for long-term capital costs, and d) a small use fee. Staff considered but has not proposed supplemental rent for this lease agreement as there does not appear a direct revenue source associated with the leasing of the space.

Summary of Agreements

Staff has provided below a sample summary of the lease and agreement total amounts for Council consideration. As discussed above and at previous meetings there are different combinations of base/supplemental rent (% of gross), graduated rent based upon added improvements, graduated rent based upon term, etc. that Council may want to consider. Staff has provided a blank column in the table for individual Council members to propose their preferred option.

	Rate Option	Annual Amount	Council Option
Gondola Lease	\$3,000 for 12 months	\$36,000	
Tube Park Facility Use Agreement	\$1,000 for 6 months, years 1-3	\$6,000	
Snow King Ski Shelter Lease	\$986.25 for 12 months	\$11,835	
Total		\$53,835	

Master Plan Condition #9

The Snow King Resort Master Plan condition #9 contains a requirement that a gondola lease agreement be signed by August 1, 2020. The condition reads as follows:

Building permits within Sub-Area #2 shall not be issued until construction has commenced on an aerial tramway (i.e. gondola). Nor shall the proposed zip-line in sub area #4 be allowed to open until construction of the gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application and construction of a gondola in good faith, this condition shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola. Further, this condition shall be void if the Town and SKRMA fail to come to agreement on a lease for the landing of the gondola by August 1, 2020.

Staff finds that both parties have proceeded in good faith to meet the August 1 deadline but due to timing constraints related to COVID-19 this may not be possible. Staff recommends the best way to address this condition is to continue to work to come to an agreement on the gondola lease by the August 1, 2020 deadline. Staff finds that this may mean an agreement in principle with both parties agreeing to the overall structure of the lease without it being finalized and executed until a later date. In addition, staff is recommending that a modified condition be added to both the Gondola CUP and Zipline CUP to address the requirements contained in Master Plan condition #9 going forward for both parties. The recommended condition would read as follows:

Building permits within Sub-Area #2 shall not be issued until construction has commenced on an aerial tramway (i.e. gondola). Nor shall the proposed zip-line in sub area #4 be allowed to open until construction of the gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application and construction of a gondola in good faith, this condition shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola.

Comprehensive Plan & Priority Alignment.

Complies.

Fiscal Impact.

See Above

Staff Impact.

Staff time by the Town Manager, Community Development Director and Town Attorney has been significant on these items.

Attachments or Links.

None

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Item A

I move to direct staff to finalize the draft Gondola and Cougar lease agreement between the Town of Jackson and Snow King Mountain as outlined in this report based upon the direction provided at this meeting as follows:

- Monthly Base Rent \$3,000.00 for 12 months increasing annually based upon CPI
- The applicant pay and/or complete Phil Baux Park Phase 1 improvements up to \$_____

Item B

I move to direct staff to finalize the draft Facility and Use agreement for the Tube Park between the Town of Jackson and Snow King Mountain as outlined in this report based upon the direction provided at this meeting as follows:

- Monthly Base Rent \$1,000 per month for six month for years 1-3, \$2,500 a month for years 4-6 then adjusted for CPI annually until conclusion of the lease

Item C

I move to direct staff to finalize the draft COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RECREATION LLC for the Ski Shelter portion of the Snow King Event Center between the Town of Jackson and Snow King Mountain as outlined in this report based upon the direction provided at this meeting as follows:

- Monthly Base Rent \$986.25 for 12 months increasing annually based upon CPI

ORDINANCE A

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.200(B)(2)(e)(ii), 16.10.200(C)(4)(a)(iii), AND 16.10.200(C)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, HOUSING MITIGATION PLAN AND LIVABILITY STANDARDS 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Muncipal Code of the Town of Jackson Housing Development Standards and Procedures Section 16.10.200(B)(2)(e)(ii) Housing Mitigation Plan, Sections 16.10.200(C)(4)(a)(iii) and 16.10.200(C)(5) Livability Standards are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures

B. Housing Mitigation Plan

2. Content.

- e. Special Restriction Form and Process - A Special Restriction is a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to satisfy the Town or County LDRs. It also applies to other restricted housing units that will be administered by the Housing Department. Special Restrictions shall keep the restricted housing units affordable in perpetuity and provide proper notification of this obligation to subsequent buyers or other interested parties. (See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3).
- i. Requirement - The developer shall record Special Restrictions in the public land records for the subject property prior to the issuance of a Certificate of Occupancy by the County or Town.
- ii. Process - The Housing Department shall prepare special restrictions according to the process below. Restrictive covenant templates are available from the Housing Department or the Housing Department ~~or the Housing Department~~ website.
 - a. Inspection of Unit - The Housing Department must inspect the unit prior to recording the restriction and prior to issuance of Certificate of Occupancy.
 - b. Compliance Conference - Developer shall meet with the Housing Department prior to issuance of Certificate of Occupancy to review the Compliance Checklist.

C. Livability Standards

4. Standards for Restricted Ownership Units.

a. Kitchen.

iii. Appliances

- a) Table of Appliance Specifications - The following table specifies minimum appliance requirements.

Unit Size	Sink width*	Range/oven width*	Refrigerator cubic feet*	Dishwasher*
Studio/One bedroom < 475 SF	24"	24"	18	18"
One bedroom >475 SF	30"	30"	25 20	24"
Two bedroom	32"	30"	30 25	24"
Three bedrooms or more	32"	30"	30 25	24"

* Minimum Size

5. Standards for Dormitories - General livability standards (Section C **Livability Standards**) will apply except when these dormitory standards differ. There shall be a minimum of 150 square feet net livable floor area per person, including sleeping, bathroom, kitchen, and lounge space. Net livable floor area shall not include interior or exterior hallways, parking, patios, decks, laundry rooms, mechanical areas, and storage.

(Ord. § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 VI.

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

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. __ was duly published in the Jackson Hole News 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 __ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.300(B)(1)(c)(ii) AND 16.10.300(B)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, QUALIFICATION AND ELIGIBILITY, DISABILITY STANDARDS AND REASONABLE ACCOMODATION 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Municipal Code of the Town of Jackson Housing Rules and Regulations Sections 16.10.300(B)(1)(c)(ii) and 16.10.300(B)(5) Qualification and Eligibility are hereby amended and reenacted read as follows:

16.10.300 Qualification and Eligibility

B. Qualification.

1. Employment Requirement

c. Employment Exemptions.

- ii. Disabled - An individual who is defined as disabled and is unable to be gainfully employed due to the disability meets the employment qualifications for housing in Teton County if the individual has a minimum of one (1) year of full-time residency in Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.
- a) Two-adult Household - A two-adult household with one adult who does not meet the definition of disabled and is not the full-time caregiver to the disabled adult in the household does not qualify for the Disabled Exemption.

5. Reasonable Accomodation

- a. Housing Department Consideration - The Housing Department will consider all requests for Reasonable Accommodations. Approvals will be given according to the Joint Statement made by HUD/DOJ (Reasonable Accommodations under the FHA). Reasonable Requests will be approved if they do not impose undue financial and administrative burden on the Housing Department or if they don't fundamentally alter the nature of the Housing Department's operations. Determinations will be made on a case by case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the Housing Department, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would effectively meet the requester's disability related needs.

(Ord. [§ 1, 2020](#); Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. __ was duly published in the Jackson Hole News 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 ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE C

AN ORDINANCE ADDING SECTION 16.10.400(B)(6) TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, TOWN AND COUNTY OPTIONS FOR RIGHT OF FIRST PURCHASE OR RENTAL 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.

Section 16.10.400(B)(6) is hereby added to the Municipal Code of the Town of Jackson Housing Rules and Regulations as follows:

16.10.400 Weighted Drawing.

B. Weighted Drawing Points

6. Town and County Options - When the Town of Jackson or Teton County holds an option on a unit, Town or County employees will have a preference in Weighted Drawings.

(Ord. § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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

ATTEST:

Pete Muldoon, Mayor

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 ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.500(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, PURCHASE AND SALE STANDARDS AND PROCEDURES, AND REPEALING SECTION 16.10.500(B) OF THE TOWN OF JACKSON MUNICIPAL CODE HOUSING RULES AND REGULATIONS, TENANCY AND RENTAL STANDARDS 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Municipal Code of the Town of Jackson Housing Rules and Regulations, Purchase and Sale Standards and Procedures Section 16.10.500(A)(5)(a) Capital Improvement Standards and 16.10.500(A)(6) Resale and Transfer Limitations are hereby amended and reenacted read as follows:

16.10.500 Purchase and Sale Standards and Procedures

5. Capital Improvement Standards

- a. Approval Required - Owners must receive written approval from the Housing Department prior to beginning the work in order to receive credit for the capital improvement. To obtain approval, the "Request for Capital Improvement" form must be submitted along with estimated costs and drawings and/or plans and a narrative of the work to be done. Once the improvement is complete, copies of all receipts for materials and labor must be given to the Housing Department. No credit will be given for sweat equity.

- i. Capital Improvement Request Fee - Applicants for Capital Improvement requests will be charged a fee by the Housing Department in accordance with the Housing Department Fee Schedule.

6. Resale and Transfer Limitations

- a. Transfer of Title - Transfer of title is not allowed unless approved by the Housing Department. To apply for approval, owners need to complete the Housing Department's "Request for Transfer of Ownership (Title)" form and submit it to the Housing Department along with a fee in accordance with the Housing Department Fee Schedule published annually, which covers legal and recording fees. In some cases, a complete application will be required to be submitted for qualifying purposes.

- i. Divorce - In the event of the divorce of an owner, the Housing Department may consent to the transfer of the residential unit to a spouse of an owner, which spouse may not otherwise qualify as a qualified household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

ii. Death

- a) Nonqualified Transfer on Death - In the event of the death of an owner, the Housing Department may consent to the transfer of the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

- b) Qualified Transfer on Death - In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualfication and Eligibility criteria in

accordance with these “Housing Rules and Regulations” within 90 days of the transfer of title.

- iii. Nonqualified Transferee - If title to the restricted housing unit vests in a nonqualified transferee, as defined in these Housing Department Rules and Regulations Section 3-2. Qualification, the restricted housing unit shall immediately be listed for sale in accordance with the restrictions and the Housing Department Rules and Regulations. The following shall apply when the Housing Department determines there is a nonqualified transferee:
 - a) **Cooperation with the Housing Department** - A nonqualified transferee shall cooperate with the Housing Department to affect the sale, conveyance or transfer of the restricted housing unit to a qualified household (or the Housing Authority in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale conveyance or transfer.
 - b). **Compliance with Restriction** - A nonqualified transferee shall comply with the restrictions, the Housing Department Rules and Regulations, and all other covenants regulations, ordinances, statutes, laws, or rules governing the ownership, occupancy, use, development or transfer of the restricted housing unit, and further may only occupy the restricted housing unit with the prior written consent of the Housing Department.
- b. Trusts - Restricted housing units may not be put into any type of a trust. This is the equivalent of transferring ownership, and trusts are not qualified to be the owner of a restricted housing unit.
- c. Nontestamentary Transfer on Death - A “Nontestamentary Transfer on Death” deed is allowed to be recorded on restricted housing units. **Applicant for a Nontestamentary Transfer on Death will use the Housing Department’s Form and pay a fee to the Housing Department in accordance with the “Housing Department Annual Fees” schedule. The Form will ~~and must~~ include the following:**
 - i. **Beneficiary** - It conveys an interest in real property to a beneficiary designated by the owner and states the deed is effective upon the death of the owner.
 - ii. **Subject to Encumbrances** - It must be subject to all other encumbrances on the property to which the owner was subject to during their lifetime, including the Restrictions on the property.
 - iii. **Approval by Housing Department** - The Housing Department must approve the document before recordation.
- d. Title - All adults who occupy the restricted housing unit for more than 30 accumulative days in a calendar year, except for children attending college, must sign an Occupancy Agreement along with the Owner. Situations that require an Occupancy Agreement include but are not limited to marriage, a significant other moving in, a friend moving in, renter etc. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. An adult may not be moved into an Affordable unit for at least one year after closing and only with approval from the Housing Department. Adults may be moved into workforce units prior to one year, however, the household must be qualified and approved by the Housing Department. Buyers will be required to sign an Occupancy Affidavit at closing.

SECTION II.

The Municipal Code of the Town of Jackson Housing Rules and Regulations Section 16.10.500(B) Tenancy and Rental Standards and Procedures are hereby repealed in its entirety.

16.10.500 B. Tenancy and Rental Standards and Procedures. (Repealed [Ord. § 1, 2020](#); Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

~~**B. Tenancy and Rental Standards and Procedures**—To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.~~

- ~~1. Primary Residence—Owners of restricted housing units shall maintain the home as their primary residence.~~
 - ~~a. Occupancy Requirement—Households shall occupy their home full time at least 10 months out of each calendar year.~~
 - ~~b. Business Activity Restricted—Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.~~
 - ~~c. No Guests for an Extended Period—Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.~~
 - ~~d. Leave of Absence—A one year exception may be granted in cases of illness, short term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.~~
 - ~~i. Rental of Restricted Unit during Leave of Absence—If granted a leave of absence, the owner is allowed to rent the property according to the provisions below in Section **16.10.500.B.2. Rental Procedures for Owner Occupied Properties.**~~
 - ~~ii. Post Leave of Absence.~~
 - ~~a) After the restricted housing unit is rented for nine (9) months, owner will be required to notify the Housing Department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the Housing Department with a “Letter of Intent of Sell” form, which will begin the selling process of the restricted housing unit.~~
 - ~~b) If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).~~
- ~~2. Rental Procedures for Owner Occupied Properties—The Housing Department may approve rental of space within owner occupied Affordable, Employment Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards set out in Section **16.10.300 Qualification and Eligibility.** A fee will be charged along with the request as set forth in the Annual Schedule of Fees.~~
 - ~~a. Requests to Rent during Leave of absence—Approvals for “Requests to Rent” are given at the sole discretion of the Housing Department’s Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.~~
 - ~~i. Medical Emergency Documentation—Medical emergencies applicable to a restricted housing unit homeowner will require documentation using the “Housing Department Medical Emergency Leave” form to substantiate the need to leave the area.~~
 - ~~ii. Processing Fee—A fee will be charged to a restricted housing unit homeowner for a “Request to Rent.” A separate “Annual Schedule of Fees” document that is updated annually and published by the Housing Department provides the processing fee amount.~~
 - ~~b. Qualification and Eligibility of Tenants.~~
 - ~~i. Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these Housing Department Rules and Regulations.~~
 - ~~ii. Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.~~
 - ~~iii. Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant’s qualification under the housing unit’s specific program prior to occupancy.~~
 - ~~iv. Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.~~
 - ~~c. Execution of Lease—Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.~~

- ~~i. Rent Limitations—Rent charged while the owner is on leave will be limited to Fair Market Rents as published by HUD or total housing costs (mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues), whichever is less.~~
- ~~ii. Housing Department Fee—A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.~~
- ~~d. Requests to Rent a Room—Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:~~
 - ~~i. Submittal of Request to Rent—The owner will submit a “Request to Rent” form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.~~
 - ~~ii. Approval by the Housing Manager—If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.~~
 - ~~iii. Identification of Tenant—When the owner has identified a potential tenant who they believe qualifies under the income, asset, and employment requirements of the restriction on the unit, the potential tenant is required to submit a complete application to the Housing Department.~~
 - ~~iv. Tenant Approval—The Housing Department will verify that the tenant qualifies under the income, asset, and employment requirement.~~
 - ~~v. Lease Agreement—The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.~~
 - ~~vi. Notification of Termination of Lease—The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step **d.iii.** Identification of Tenant, above.~~
 - ~~vii. Rental Rates—The Housing Department will approve the rental rate based on the housing costs of the owner.~~

SECTION III.

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

SECTION IV.

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 V.

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

ATTEST:

Pete Muldoon, Mayor

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 of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE E

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.600(A), (B), (C), AND ADDING SECTION 16.10.600(D) TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, RENTAL STANDARDS AND PROCEDURES, 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Municipal Code of the Town of Jackson Housing Rules and Regulations, Rental Standards and Procedures Sections 16.10.600(A) Applicability, (B) Rental Standards, and (C) Rental Procedures are hereby amended and reenacted, and Section 16.10.600(D) Private Owner Rental Standards and Procedures is added to read as follows:

16.10.600 Rental Standards and Procedures

- A. Applicability - All rental housing units administered by the Housing Department, including the Affordable Rental program (which includes legacy Employee housing units), ~~and the Workforce Rental program (which includes the legacy ARU program),~~ **and restricted ownership units who apply to rent a room in their unit** are subject to these Housing Department Rules and Regulations, with the exception of units that are owned by Teton County or the Town of Jackson and used for housing their employees. ~~Section 6-1 does not apply to cases where the Housing Department has approved rental of a room in a unit.~~
- B. ~~Housing Department Program Rental Standards and Procedures Rental Standards~~
- C. ~~Selection Process Rental Procedures~~
- D. Private Owner Rental Standards and Procedures - To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.
 - 1. Primary Residence - Owners of restricted housing units shall maintain the home as their primary residence.
 - a. Occupancy Requirement - Households shall occupy their home full-time at least 10 months out of each calendar year.
 - b. Business Activity Restricted - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. No Guests for an Extended Period - Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.
 - d. Leave of Absence - A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.
 - i. Rental of Restricted Unit during Leave of Absence - If granted a leave of absence, the owner is allowed to rent the property according to the provisions below in Section 5-2.b.
 - e. Post Leave of Absence
 - i. Timing - After the restricted housing unit is rented for nine (9) months, owner will be required to notify the housing department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent

approval period; or (b) provide the housing department with a “letter of intent of sell” form, which will begin the selling process of the restricted housing unit.

- ii. Choice to Sell- If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).

2. Rental Procedures for Owner -Occupied Properties - The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards set out in Section 3. Qualification and Eligibility. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.

- a. Requests to Rent during Leave of absence - Approvals for “Requests to Rent” are given at the sole discretion of the Housing Department’s Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.

- i. Medical Emergency Documentation

Medical emergencies applicable to a restricted housing unit homeowner will require documentation using the “Housing Department Medical Emergency Leave” form to substantiate the need to leave the area.

- ii. Processing Fee - A fee will be charged to a restricted housing unit homeowner for a “Request to Rent.” A separate “Annual Schedule of Fees” document that is updated annually and published by the Housing Department provides the processing fee amount.

- b. Qualification and Eligibility of Tenants

- i. Qualified Household - Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these Housing Department Rules and Regulations.

- ii. Eligibility Criteria - Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.

- iii. Verification of Qualification - Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant’s qualification under the housing unit’s specific program prior to occupancy.

- iv. Recertification - Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.

- c. Execution of Lease - Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.

- i. Rent Limitations - Rent charged while the owner is on leave will be limited to 30% of the low end of the Income Range for the unit or total housing costs (mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues), whichever is less.

- ii. Housing Department Fee - A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.

- d. Requests to Rent a Room - Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:

- i. Submittal of Request to Rent - The owner will submit a “Request to Rent” form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.

- ii. Approval by the Housing Manager - If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.

- iii. Identification of Tenant - When the owner has identified a potential tenant who they believe qualifies under the income, asset, and employment requirements of the restriction on the unit, the potential tenant is required to submit a complete application to the Housing Department.
- iv. Tenant Approval- The Housing Department will verify that the tenant qualifies under the income, asset, and employment requirement.
- v. Lease Agreement - The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.
- vi. Notification of Termination of Lease - The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step iii, Identification of Tenant.
- vii. Rental Rates - The Housing Department will approve the rental rate based on the housing costs of the owner.

([Ord. ____ § 1, 2020;](#) Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News 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 __ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE F

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.700(B)(2)(b) AND (B)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, PROCESS FOR DEFAULT CONTESTED CASE HEARINGS 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Municipal Code of the Town of Jackson Housing Rules and Regulations Section 16.10.700(B)(2)(b) Process for Default Contested Case Hearings, Request for Default Hearing is hereby amended and reenacted, and Section 16.10.700(B)(4) Multiple Defaults is hereby added to read as follows:

16.10.700 Compliance and Exeption, Appeal, and Grievance Standards and Procedures

B. Process for Default Contested Case Hearings

2. Request for Default Hearing - In the event the owner fails to cure the default or desires to challenge the default identified by the Housing Department, the owner may request a hearing before the Jackson/Teton County Housing Authority Board (JTCHA) to determine the merits of the allegations of the default.
 - a. To request a hearing, the owner must submit a "Request for Default Hearing" form to the Housing Department within the thirty (30) day cure period.
 - b. A fee shall be charged by the Housing Department for such "Request for Default Hearing." The fee amount will be set annually in a separate document titled "**Housing Department** Annual Fees" to be updated and published by the Housing Department.

4. Multiple Defaults

Upon the fourth time an owner is found to be in Default, the owner will not have an opportunity to cure. The Housing Department will force the sale of the home or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing.

([Ord. § 1, 2020](#); Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News 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 _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE G

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.800(D)(1)(a) AND 16.10.800(E)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, OCCUPANCY AND USE STANDARDS 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Municipal Code of the Town of Jackson Section Housing Rules and Regulations 16.10.800(D)(1)(a) Household Occupancy, Leave of Absence and 16.10.800(E)(5) Use, Insurance are hereby amended and reenacted read as follows:

16.10.800 Occupancy and Use

D. Occupancy

1. Household Occupancy - Each residential unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a residential unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Each owner of an owner-occupied residential unit shall physically reside therein on a full-time basis, at least ten (10) months each year (a year being twelve (12) months beginning with the first month following the month the household took ownership).
 - a. Leave of Absence - The Housing Manager of the Housing Department may grant a one (1) year leave of absence if the household submits a "Request for Leave of Absence" form, along with the coinciding fee in accordance with the "Housing Department Annual Fees" published annually by the Housing Department.

E. Use

5. Insurance - The owner shall keep the residential unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the residential unit. Owners are required to provide evidence of insurance to the Housing Department upon request.

(Ord. § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. __ was duly published in the Jackson Hole News 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 _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.900(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DEFINITIONS 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.

Section 1 of Town of Jackson Ordinance Nos. 1195 and 1242 and the Municipal Code of the Town of Jackson Housing Rules and Regulations Section 16.10.900(A) Definitions are hereby amended and reenacted read as follows:

16.10.900 Definitions

A. Definitions

7. Area Median Income (AMI): ~~See Median Family Income (MFI). A figure published annually by HUD which is calculated by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half earning more.~~

Add: Escrow: A legal arrangement where the JTCHA holds money until a particular condition has been met. This includes but is not limited to inspection maintenance and repair items that were not completed prior to closing on a home.

33. Grievance: A dispute that applicants, sellers, buyers, or owners may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status.

35. Handicapped: ~~having a physical or mental disability.~~

~~a. Hearing Impaired: Individuals with hearing measures between 25 dB and total hearing loss.~~

~~b. Mentally Challenged: Individuals who have an intellectual functioning level that is well below average and that causes significant limitations in daily living skills.~~

~~c. Mobility Impaired: Individuals who have reduced function of legs and feet that leads them to be permanently dependent on a wheelchair or an artificial aid to walking.~~

Add: Household: a social unit composed of those living together in the same dwelling.

93. Voluntary Affordable/Employee Housing Units: Units with a restricted rent or sale price to be affordable to households earning no more than 200 percent of Teton County Median Family Income. ~~An applicant~~ **developer** may propose these units in addition to those required by the Land Development Regulations.

(Ord. _____ § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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

Pete Muldoon, Mayor

ATTEST:

Sandra, P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. __ was duly published in the Jackson Hole News 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 _____ 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: September 8, 2020
RE: Town Manager's Report

Construction Management Plan for Rusty Parrot

Please see the attached construction management plan for the Rusty Parrot Lodge.

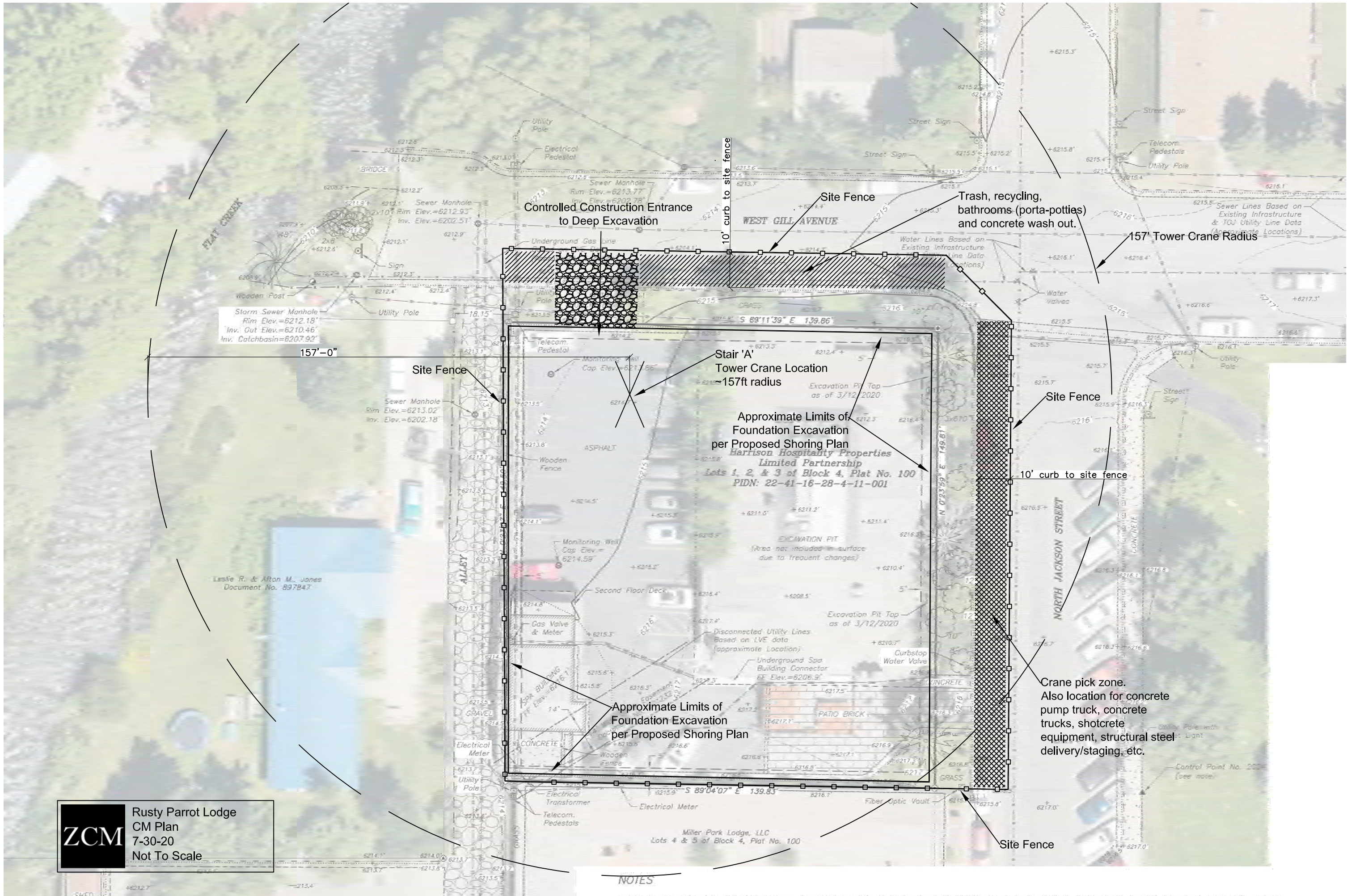
Approval of SLIB Grant Applications

The Wyoming State Land and Investment Board approved the following grant applications submitted by the Town of Jackson:

- \$810,000 for Cache Creek Tube Improvement, \$36,420 for Rancher Street Improvements and \$161,621 for Fire Station 1 project. This will close out the 15/16 County Consensus Block funds.
- \$450,000 for HVAC, PPE, Technology, Renovations related to COVID-19. Payment will be based on actual expenditures submitted for reimbursement.
- \$300,000 for Payroll related to COVID-19. Funding approval contingent on eligibility determination and based on actual expenditures submitted for reimbursement.

Large Construction Project After Action Review Meetings

Town staff along with a member of the Mayor and Council, County staff and representatives from the County Commission have begun the after action review meetings to analyze the current large, joint construction projects and prepare for upcoming joint projects. Before the next meeting key staff members involved in the projects will be putting together a timeline of events/approvals/milestones/etc. on the Park Shop/Housing project and the Fire Station 1 project.



ZCM

Rusty Parrot Lodge
CM Plan
7-30-20
Not To Scale

NOTES